



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, May 6, 2019

6:00 PM

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

**Council Member Shelton will be attending via Teleconference from the Murieta Inn,
First Floor Sales Office, 7337 Murieta Drive, Rancho Murieta, CA 95683**

Regular Meeting at 6:00 PM

NOTICE TO PUBLIC

WELCOME TO THE MEETING OF THE MERCED CITY COUNCIL

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

PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CITY CLERK

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

INDIVIDUALS WITH DISABILITIES

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

A. CALL TO ORDER

A.1. Invocation - Al Schaap, Gateway Church

A.2. Pledge of Allegiance to the Flag

B. ROLL CALL

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

C. SPECIAL PRESENTATIONS

C.1. Merced County Association of Governments - Measure V Presentation

D. CEREMONIAL MATTERS

D.1. [19-202](#) **SUBJECT:** Proclamation - Building Safety Month

REPORT IN BRIEF

Received by the Inspections Services Division Department.

D.2. [19-217](#) **SUBJECT:** Proclamation - Municipal Clerks Week 50th Anniversary

REPORT IN BRIEF

Received by John Tresidder, Assistant City Clerk

E. WRITTEN PETITIONS AND COMMUNICATIONS

F. 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.

G. 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.

G.1. [19-199](#) **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.

G.2. [19-213](#)

SUBJECT: Information-Only Contracts for the Month of April 2019

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$31,000 and of Public Works contracts under \$69,833.

G.3. [19-205](#)

SUBJECT: Information Only-Site Plan Review Committee Meeting Minutes of March 7, 2019

RECOMMENDATION

For information only.

G.4. [19-193](#)

SUBJECT: Information Only-Planning Commission Meeting Minutes of March 20, 2019 and April 3, 2019

RECOMMENDATION

For information only.

G.5. [19-223](#)

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of March 18, 2019 and April 1, 2019

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 March 18, 2019 and April 1, 2019.

G.6. [19-185](#)

SUBJECT: Adoption of Resolution Regarding a Revenue Stabilization Fund Policy

REPORT IN BRIEF

Considers adopting a Resolution approving the Revenue Stabilization Fund Policy, which identifies the purpose, method of resource accumulation, maximum accumulation amounts and permissive uses for the Revenue Stabilization Fund.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-15**, A Resolution of the City Council of the City of Merced, California, adopting Revenue Stabilization Fund Policy.

G.7. [19-194](#)

SUBJECT: Adoption of Resolution Approving the Final Map for Bellevue Ranch West, Village 12, Lot A - Final Map No. 5371 Consisting of Approximately 5.88 Acres Subdivided into 43 Single-Family Lots and Approval of the Attendant Subdivision Improvement Agreement

REPORT IN BRIEF

Considers approval of Final Map No. 5371 for Bellevue Ranch West, Village 12, Lot A for 43 single-family lots on approximately 5.88 acres, generally located at the southwest corner of M Street and Arrow Wood Drive (extended), and approval of the Subdivision Agreement.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving **Resolution 2019-16**, a Resolution of the City Council of the City of Merced, California, approving the final subdivision map for the Bellevue Ranch West, Village 12, Lot A Subdivision (No.5371); and,
- B. Approving the subdivision agreement for Bellevue Ranch West, Village 12, Lot A; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute the subdivision agreement.

G.8. [19-233](#)

SUBJECT: Approval of the Arts and Culture Advisory Commission Recommendation for the Use of the \$3,000 PG&E Corporation Foundation Grant for the Bob Hart Square Project and G Street Undercrossing Maintenance Project

REPORT IN BRIEF

The City Manager's Office is requesting that the City Council adopt a motion approving the recommendation of the Arts and Culture Advisory Commission for the use of the \$3,000 PG&E Corporation Foundation Grant for the Bob Hart Square Project and the G Street Undercrossing Maintenance Project.

RECOMMENDATION

City Council - Adopt a motion approving the Arts and Culture Advisory Commission's recommendation for the use of the \$3,000 PG&E Corporation Foundation Grant for the Bob Hart Square project and the G Street Undercrossing Maintenance project.

G.9. [19-144](#)

SUBJECT: Approval of Professional Services Agreement with Merced Area Sports Officials, Inc., for Officiating and Scorekeeping Services for Adult and Youth Sports Programs from April 2019 through April 2020 in the Amount of \$32,477

REPORT IN BRIEF

Considers approving an annual Professional Service Agreement with Merced Area Sports Officials for \$32,477 for officiating and scorekeeping services for adult and youth sports programs, including youth basketball and flag football and adult fall and summer softball and basketball.

RECOMMENDATION

City Council - Adopt a motion approving a Professional Services agreement with Merced Area Sports Officials in the amount of \$32,477 and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

G.10. [19-227](#)

SUBJECT: Approval of Request for an Appropriation in the Amount of \$6,309 from the Zoo Special Events Accounts to the Zoo Extra-Help Account to Cover Budget Shortages Related to Unexpected Employee Costs at Applegate Park Zoo

REPORT IN BRIEF

Considers approving a request for an appropriation in the amount of \$6,309 from the Zoo Special Events accounts to the Zoo Extra-Help account to cover budget shortages related to unexpected employee costs at Applegate Park Zoo

RECOMMENDATION

City Council - Adopt a motion authorizing the Finance Officer to make appropriate budget adjustments; appropriating \$812 from account

024-1205-334.01-09 (Behind the Scenes Tours), \$1,869 from account
024-1205-334.01-22 (President's Week Camp), \$3,628 from account
024-1254-334.04-11 (Special Events Revenue) to account
024-1205-541-.03-00 (Extra Help) to cover end of the year staffing budget
shortages.

G.11. [19-179](#)

SUBJECT: Approval of Updated Memorandum of Understanding
Between Riggs Ambulance Service and the City of Merced to Provide
Tactically Trained Paramedics and/or Emergency Medical Technicians
to Respond with the Police Department's Special Operations Unit

REPORT IN BRIEF

Approve an updated Memorandum of Understanding between Riggs Ambulance Service and the City of Merced for Riggs Ambulance Service to provide tactical medics to the Police Department.

RECOMMENDATION

City Council - Adopt a motion approving a new Memorandum of Understanding (MOU) between the City of Merced and Riggs Ambulance Service to provide tactical emergency paramedic services to the Police Department; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

G.12. [19-192](#)

SUBJECT: Authorization to Accept \$45,406 in Grant Funds from the
2018 Edward Byrne Justice Assistance Grant (JAG) Program for the
Police Department to Purchase Additional Conducted Energy
Weapons (aka Tasers), Consulting Costs for the Transition from the
Uniform Crime Reporting Process to the National Incident Based
Reporting System, and Licensing Costs for Connecting the
Department Body Worn Cameras to the Computer Aided Dispatch
System

REPORT IN BRIEF

Considers accepting grant funding from the US Department of Justice offered to the Merced Police Department in the amount of \$45,406 from the 2018 Edward Byrne Justice Assistance Grant (JAG) program for the purchase of additional conducted energy weapons (aka tasers), consulting costs for the transition from the Uniform Crime Reporting process to the National Incident Based Reporting System, and licensing costs for connecting the department body worn cameras to the computer aided dispatch system.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting the grant and increasing the revenue budget in account 050-1025-321.17-00 by \$45,406, and appropriating the same to Fund 050; and,
- B. Approving the use of pooled cash until reimbursement is received from the grant; and,
- C. Authorizing the Police Department and the City Manager to execute the necessary documents.

G.13. [19-181](#)

SUBJECT: Authorization to Purchase a Caterpillar Backhoe Loader from Holt of California for \$120,299.59 and to Waive the Competitive Bidding Requirement to Allow the Purchase to be Made Through a Cooperative Purchasing Agreement with Sourcewell

REPORT IN BRIEF

Considers authorizing a waiver of the competitive bidding requirement pursuant to Merced Municipal Code section 3.04.210, to purchase a new Caterpillar Backhoe Loader from Holt of California, in the amount of \$120,299.59, utilizing cooperative purchasing agreements through Sourcewell, which is formally known as the National Joint Powers Alliance (NJPA).

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the purchase of a new Caterpillar Backhoe Loader model number 420F2 for \$120,299.59; and,
- B. Waiving the City's competitive bidding requirement as permitted by Merced Municipal Code section 3.04.210 and authorizing the purchases to be made with cooperative purchase agreements with Holt of California through Sourcewell, a government procurement program; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute any necessary documents for the purchases specified above.

G.14. [19-180](#)

SUBJECT: Authorization to Purchase Two New Dodge Chargers from Razzari Ford for Replacement Police Department Patrol Vehicles in the Not-to-Exceed Amount of \$62,000, and to Install Necessary

Emergency Equipment and Retrofit of the vehicles by Emergency Vehicle Outfitters in the Not-to-Exceed Amount of \$32,000; and, Approval of an Appropriation of \$94,000 from the Fleet Capital Replacement Fund for the Purchases and Retrofitting Expenses and Authorization to Accept Insurance Reimbursement Revenue from McLaren's Insurance for the Fleet Capital Replacement Fund in the Estimated Amount of \$84,000

REPORT IN BRIEF

Considers authorizing the purchase and retrofit of two new Dodge Chargers in the not-to-exceed amount of \$94,000 to replace two police patrol vehicles that were deemed total losses as a result of traffic collisions with an estimated \$84,000 in insurance reimbursement funding to be credited back to the Fleet Capital Replacement fund when received.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the purchase of two Dodge Chargers from Razzari Ford in the not-to-exceed amount of \$62,000 and the installation of emergency equipment and retrofitting by Emergency Vehicle Outfitters in the not-to-exceed amount of \$32,000; and,
- B. Appropriating \$94,000 from Fund 674 - Fleet Capital Replacement for the purchases; and,
- C. Accepting insurance reimbursement revenue of \$84,000 (estimated amount) from McLaren's Insurance and crediting Fund 674- Fleet Capital Replacement upon receipt; and,
- D. Authorizing the City Manager or the Assistant City Manager to execute any necessary documents and the Finance Officer to make the appropriate budget adjustments.

G.15. [19-242](#)

SUBJECT: Approval of Acceptance of Donations of Raffle Prizes for the Arbor Day Celebration from All Phase Electric Supply Company, Lowe's Companies, Inc. and Ewing Irrigation and Landscape Supply

REPORT IN BRIEF

Accepts the donation of raffle items for the Arbor Day celebration held at Applegate Park on Saturday, April 27, 2019. The donations received included: one Flood-it Prime8 LED flood light, a Nebo Armor 3 LED

flashlight and two hats from All Phase Electric Supply Company; one Ogio Rain Bird backpack from Ewing Irrigation and Landscape Supply; and, one Weber BBQ grill utensil set from Lowe's Companies, Inc.

RECOMMENDATION

City Council - Adopt a motion accepting donations of raffle items for the Arbor Day celebration held at Applegate Park on Saturday, April 27, 2019, from All Phase Electric Supply Company, Lowe's Companies, Inc., and Ewing Irrigation and Landscape Supply.

G.16. [19-243](#)

SUBJECT: Approval of Proposed Facility Use Agreement (Parking Agreement) Between the El Capitan Hotel Merced, LLC, and the City of Merced to Lease 60 Parking Spaces in the Ralph Shannon Parade

REPORT IN BRIEF

Proposed Agreement to lease 60 parking space in the Ralph Shannon Parade to the El Capitan Hotel Merced, LLC, at \$50 for each covered parking space and \$35 for each non-covered parking space.

RECOMMENDATION

City Council - Adopt a motion approving the Facility Use Agreement (Parking Agreement) with the El Capitan Hotel Merced, LLC and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

H. 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.

H.1. [19-198](#)

SUBJECT: Public Hearing - Consider the Adoption of a Resolution Approving the Vacation of an Existing Irrevocable Offer of Dedication for Public Purposes (Installation of Public Facilities and Ground Water Treatment) of Lot A of the Tuscany East Subdivision, Generally Located at the Southeast Corner of Merced Avenue and Sable Street (Vacation #19-01) and Authorization to Execute and Record a Quitclaim Deed to Transfer Any and All of the City's Interest in the Property Back to the Original Owner

REPORT IN BRIEF

Conduct a public hearing and consider the adoption of a Resolution to approve the vacation of the irrevocable dedication to the City for public facilities and ground water treatment for Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street. Authorizes the City Manager or Assistant City Manager to execute and have recorded a quit claim deed to transfer any and all of the City's interest in the property back to the owner, Greg Hostetler.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2019-21** a Resolution of the City Council of the City of Merced, California, ordering the vacation of an irrevocable offer of dedication for public use and any and all interests held by the City concerning Lot A of the Tuscany East Subdivision, generally located at the Southeast corner of Merced Avenue and Sable Street (Vacation #19-01); and,

B. Authorizing the City Manager or the Assistant City Manager to execute and have recorded a quitclaim deed to transfer any and all of the City's interest in the property to Greg Hostetler.

I. REPORTS

I.1. [19-224](#)

SUBJECT: Report - Update to the City Council on Entry Signs Into the City and Possible Next Steps for the Project

REPORT IN BRIEF

Staff will present a Report updating the City Council on the Entry Sign project and seek direction on next steps.

RECOMMENDATION

Provide staff direction on next steps for the City of Merced Entry Signs.

I.2. [19-232](#)

SUBJECT: Report - Update to the City Council on the Soccer Academy of Merced, Inc.'s Tax-Exempt Status

REPORT IN BRIEF

Soccer Academy of Merced, Inc.'s tax-exempt status was revoked on or around October 11, 2017. To date, the Internal Revenue Service (IRS) has not reinstated tax-exempt status. The City Council has requested a report on the efforts staff have taken to address this issue.

RECOMMENDATION

In the event that the Soccer Academy of Merced, Inc. is unable to resolve their current tax-exempt status, staff are seeking direction from the City Council on what next steps should be taken for the use of the Stephen Leonard Park Youth Center.

J. BUSINESS

J.1. Request to Add Item to Future Agenda

J.2. City Council Comments

K. CLOSED SESSION

K.1. [19-244](#) SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; California Department of Finance v. City of Merced, et al.; Sacramento County Superior Court Case No.34-2016-80002485; AUTHORITY: Government Code Section 54956.9(d)(1)

K.2. [19-245](#) SUBJECT: CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (1) case

L. REPORT OUT OF CLOSED SESSION

M. ADJOURNMENT



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item D.1.

Meeting Date: 5/6/2019

SUBJECT: Proclamation - Building Safety Month

REPORT IN BRIEF

Received by the Inspections Services Division Department.

ATTACHMENTS

1. Proclamation



Proclamation

- WHEREAS, The City of Merced; is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and
- WHEREAS, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;
- WHEREAS, these guardians are dedicated members of the International Code Council, a U.S. based organization, that brings together local, state and federal officials that are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, worship, play, and;
- WHEREAS, our nation benefits economically and technologically from using the International Codes® that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes. These modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquake; which, according to a FEMA-commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and
- WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to America's prosperity, and;
- WHEREAS, "No Code. No Confidence." the theme for Building Safety Month 2019, encourages all Americans to raise awareness of the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2019 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses, and,
- WHEREAS, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, MIKE MURPHY, Mayor of the City of Merced, do hereby proclaim the month of May 2019 as Building Safety Month. Accordingly, I encourage our citizens to join with their communities in participation in Building Safety Month activities.

Signed this 6th day of May, 2019.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item D.2.

Meeting Date: 5/6/2019

SUBJECT: Proclamation - Municipal Clerks Week 50th Anniversary

REPORT IN BRIEF

Received by John Tresidder, Assistant City Clerk

ATTACHMENTS

1. Municipal Clerks Week Proclamation



Proclamation

50th Anniversary of Municipal Clerks Week

- WHEREAS, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
- WHEREAS, The Office of the Municipal Clerk is the oldest among public servants, and
- WHEREAS, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
- WHEREAS, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and
- WHEREAS, The Municipal Clerk serves as the information center on functions of local government and community, and
- WHEREAS, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

NOW, THEREFORE, I, MIKE MURPHY, MAYOR of the City of Merced, on behalf of the City Council, hereby proclaim the week of May 5 through May 11, 2019, as Municipal Clerks Week in the City of Merced and extend appreciation to our Assistant City Clerk, John Tresidder, our Deputy City Clerk, Jennifer Levesque, and our Records Clerk, Kirk Greene for the vital services they perform and to their dedication to the community they represent.

Signed this 6th day of May, 2019.

Mike Murphy, Mayor of Merced



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item G.1.

Meeting Date: 5/6/2019

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 G.2.

Meeting Date: 5/6/2019

Report Prepared by: Kirkland Greene, Records Clerk II

SUBJECT: Information-Only Contracts for the Month of April 2019

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$31,000 and of Public Works contracts under \$69,833.

AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2018-2019 threshold of \$69,833.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2018-2019 threshold of \$31,000.00, the contracts listed on the attached table were entered into by the City.

ATTACHMENTS

1. "Information-Only" Contracts Table for April 2019

Exhibit 1 – Table of Contracts

5/6/2019 City Council Meeting

(Page 1 of 2)

| Department/Division | Vendor | Purpose/Location | Amount |
|----------------------------|---|--|---------------|
| 2006 – Welcome Center | Blink Films | Film Permit Indemnification Agreement to Film a Documentary Series in Areas of the City of Merced, on April 15, 2019. | (No funds.) |
| 2006 – Welcome Center | Nutopia Limited | Film Permit Indemnification Agreement to Film a Documentary Series in Areas of the City of Merced, on April 5, 2019. | (No funds.) |
| 1108 – WWTP | Regents of the University of California (Merced) | Partner Acknowledgement Agreement with the UC Merced, School of Engineering, for the "Innovate to Grow" Program at the Wastewater Treatment Plant (WWTP). | (No funds.) |
| 0803 – Engineering | Prime Shine, Inc. | Operation and Maintenance (O & M) Plan and Statement of Responsibility Agreement for Prime Shine Car Wash (located at 930 West 16th Street); Vegetated Swales, Retention (French Drains). | (No funds.) |
| 1108 – WWTP | Moore Twining Associates, Inc. | Perform hollow stem auger drilling at the Wastewater Treatment Plant (includes drilling and sampling of six 20-foot borings). Statement of Services (PO #134098). | \$ 2,935.00 |
| 1119 – PW-Facilities | Scott A. Middleton (DBA: Middleton Handyman Services) | Remove vent plenum and install new roof cap on ridge of hangar; install new composite decking on ramp at Airport terminal. (Statement of Services, PO #133954.) | \$ 3,204.00 |
| 1001 – Police | Progressive Solutions, Inc. | Fiscal Year 2019/2020 Software Maintenance Agreement for <i>PetTrack</i> Software (Dog Licensing)—Annual Renewal. | \$ 4,044.79 |
| 0803 – Engineering | Kleinfelder, Inc. | Drill two borings to determine existing pavement sections, collect samples, and provide a data report for full-depth reclamation. ("M" Street Improvements, between 16th & 18th Streets, Project No. 119058.) Statement of Services (PO #134086). | \$ 4,459.00 |
| 1119 – PW-Facilities | David P. Casner, Jr. (DBA: Castech Pest Services) | Pest control services for City Transportation Center - fumigate entire structure for dry termites and treat perimeter for subterranean termites. (Statement of Services, PO #134084.) | \$ 6,400.00 |

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

Exhibit 1 – Table of Contracts (Continued)5/6/2019 City Council Meeting

(Page 2 of 2)

| | | | |
|-------------------------------|--------------------------------------|--|-------------|
| 1102 – Public Works-Admin. | Donlee Pump Company | Conduct required operator inspections and perform repairs, as needed, at all City of Merced fuel sites. (Statement of Services, PO #133822.) | \$ 6,800.00 |
| 0803 – Engineering | Technicon Engineering Services, Inc. | Provide geotechnical services for testing on Highway 59 and BNSF Railroad Multi-Use Pathway Crossing. (Statement of Services, PO #133936.) | \$ 8,638.00 |
| 1108 – WWTP | R & R Construction Co. | Repair Mission Avenue Lift Station wet well cover structure. (Statement of Services, PO #133853.) | \$12,773.50 |
| 0403 – Information Technology | CVIN, LLC (DBA: Vast Networks) | Amendment No. 1 to Master Services Agreement Providing Internet Services to the City of Merced. (One-year renewal; month-to-month thereafter.) | \$16,200.00 |
| 0403 – Information Technology | Granicus, LLC | Master Subscription Agreement for "GovDelivery Communications Cloud" Software-as-a-Service (SaaS) Solution to Enable Citizen Communications Using Various Outreach Mediums (three-year term). | \$20,000.00 |
| 1301 – Housing | Project Sentinel, Inc. | Subrecipient Agreement to Administer Fair Housing Services to City Residents, Using CDBG Program Funds for Fiscal Year 2018/2019. | \$30,000.00 |
| 0803 – Engineering | Mid Cal Pipeline & Utilities, Inc. | Remove and replace concrete sidewalks and tree root sections adjacent to sidewalks, on Canal St. from Childs Ave. to 13th St., "K" St. from 8 th to 13 th Streets, and 8 th St., between Canal and "K" Streets (Project No. 119054). Statement of Services (PO #133952). | \$68,500.00 |

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



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item G.3.

Meeting Date: 5/6/2019

Report Prepared by: Taylor Hensley, Secretary I, Planning Division

SUBJECT: Information Only-Site Plan Review Committee Meeting Minutes of March 7, 2019

RECOMMENDATION

For information only.

ATTACHMENTS

1. Minutes

CITY OF MERCED
Site Plan Review Committee

MINUTES

Planning Conference Room
2nd Floor Civic Center
Thursday, March 7, 2019

Chairperson HREN called the meeting to order at 1:35 p.m.

1. ROLL CALL

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

Committee Members Absent: None

Staff Present: Planning Manager Espinosa, Planner/Recording Secretary Mendoza

2. MINUTES

M/S CARDOSO-FRAZIER, and carried by unanimous voice vote, to approve the Minutes of February 14, 2019, as submitted.

3. COMMUNICATIONS

None.

4. ITEMS

- 4.1 Site Plan Application #434, submitted by Ron Drew, property owner, to modify an existing metal door and window manufacturing plant located at 1891 Wardrobe Avenue, within a Light Industrial (I-L) Zone.

Planner MENDOZA reviewed the application. Refer to Draft Site Plan Resolution #434 for further information.

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

The applicant's engineer requested Condition #28 be modified to remove the reference to a drainage basin since a basin may not be required. The Committee agreed that a basin may not be necessary and that Condition #28 could be modified.

M/S CARDOSO-FRAZIER, and carried by the following vote to adopt a Categorical Exemption regarding Environmental Review #19-06, and approve Site Plan Application #434, subject to the Findings and thirty-two (32) conditions set forth in Draft Resolution #434 with the modification of Condition #38 as follows:

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

28. The ~~retention-basin~~ drainage shall be designed to meet City standards and shall. ~~The basin shall be large enough to~~ accommodate the storm runoff required for this site. During the building permit stage, the application shall be reviewed for compliance with post-construction standard requirements.

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

5. **INFORMATION ITEMS**

5.1 Calendar of Meetings/Events

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

6. **ADJOURNMENT**

There being no further business, Chairperson HREN adjourned the meeting at 1:52 p.m.

Site Plan Review Committee Minutes

March 7, 2019

Page 3

Respectfully submitted,



Kim Espinosa, Secretary

Merced City Site Plan Review Committee

APPROVED:



Michael Hren, Acting Chairperson/
Principal Planner Merced City Site Plan
Review Committee

CITY OF MERCED
 SITE PLAN APPLICATION
 RESOLUTION #434

| | |
|-------------------------------|---|
| Titan Metal Doors and Windows | Plant expansion with a new 16,000-square-foot metal building and 8 additional parking stalls. |
| APPLICANT | PROJECT |
| 220 S. R St. | 1891 Wardrobe Avenue |
| ADDRESS | PROJECT SITE |
| Merced, CA 95341 | 059-132-009 |
| CITY/STATE/ZIP | APN |
| (415) 297-4552 | Light Industrial (I-L) |
| PHONE | ZONING |

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Review Committee reviewed and approved Site Plan Application #434 on March 7, 2019, submitted by Ron Drew, property owner, to modify an existing metal door and window manufacturing plant located at 1891 Wardrobe Avenue, within a Light Industrial (I-L) Zone. Said property being more particularly described as Parcel 1 as shown on that certain map entitled “Amended Parcel Map for Norman J. Winsor,” recorded in Volume 29, Page 31, of Merced County Records; also known as Assessor’s Parcel Number (APN) 059-132-009.

WHEREAS, the proposal is exempt from the California Environmental Quality Act (CEQA), and is in accordance with Section 15301 (Exhibit E); and,

WHEREAS, the Merced City Site Plan Review Committee makes the following Findings:

- A) The proposal complies with the General Plan designation of Industrial (IND) and the Zoning classification of Light Industrial (I-L).
- B) Approval of this use shall be subject to approval from the Airport Land Use Commission or its staff designee (see Condition #23). The City Council may override the Commission’s determination.
- C) The 5-acre subject site is currently occupied by Titan Metal Doors and Windows, a metal door and window manufacturing company. The existing site includes an 18,725-square-foot manufacturing facility and associated parking. The applicant is proposing to construct a new 16,000-square-foot metal building to the north of the existing facility, and 8 additional parking stalls along the eastern property line.

- D) The parking requirement for a warehouse is 1 parking space per 2,000 square feet of floor area or 1 per 2 employees working during the largest shift, whichever is greater. The number of employees working during the largest shift would not change with this project. However, if parking is based on the floor area of the building, the new 16,000-square-foot building would require a minimum of 8 parking spaces. This site meets the minimum parking requirements by providing 8 new parking stalls along the eastern property line.
- E) Parking lot trees are not required, but are encouraged to be installed per the City's Parking Lot Landscape Standards. Trees should be a minimum of 15 gallons and be of a type that provides a 30-foot minimum canopy at maturity (trees should be selected from the City's approved tree list). Trees should be installed at a ratio of at least one tree for every six parking spaces. Street trees shall be planted as required by City Standards. Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other State or City mandated water regulations.

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Application #434, subject to the following conditions:

1. All conditions contained in Site Plan Approval Resolution #79-1 ("Standard Conditions of Site Plan Approval") shall apply.
2. The proposed project shall be constructed as shown on Exhibit B (site plan), and Exhibit C (elevations).
3. The Project shall comply with all relevant conditions set forth for Site Plan Resolution #78 (Exhibit D), except as modified by the conditions of approval within this resolution.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply, including, but not limited to, the California Building Code and Fire Codes.
5. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, 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.

6. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
7. Notwithstanding all other conditions, all construction and improvements shall be in strict accordance with Zoning, Building, and all other codes, ordinances, standards, and policies of the City of Merced. This may include adding a hydrant, as required by the Fire Department.
8. All plans and supporting documents submitted for building permits shall meet or exceed the Building Codes in effect at the time of building permit application submittal. Plans shall be drawn by a licensed design professional. The construction work shall be performed by an appropriately licensed Contractor (B-Contractor).
9. An encroachment permit shall be obtained for all work in the public right-of-way and a building permit shall be obtained for all on-site work.
10. All property not occupied by paving or landscaping (i.e., the rear portion of the site) shall be maintained to acceptable standards for health, fire safety, and aesthetic reasons. Grasses and weeds shall be kept to a maximum of six inches in height or as otherwise required by the Fire Department and County Health Department.
11. Slats or other approved screening shall be provided in the chain-link fence along the front of the property. Outdoor storage shall be located in an area that is screened by the slats in the fence or in an area that is not visible from the public right-of-way. The employee parking area shall not be used for storage purposes. All materials or landscaping used for screening shall be properly maintained and kept free of graffiti.
12. All signing for the site shall be approved and a building permit issued prior to installation. No free-standing "A-frame" or "sandwich board" signs shall be allowed.

13. The site shall be maintained free of graffiti. Any graffiti shall be removed immediately and painted over with a color that matches the existing surface color.
14. Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access. This includes providing a minimum 22-foot-wide emergency vehicle access roadway around the structures or as otherwise required by the Fire Department.
15. All required Fire Permits shall be obtained from the City of Merced Fire Department. Some of these permits will depend on the operations or functions conducted inside the building, and may be required after obtaining the certificate of occupancy for this development.
16. If the site is to be gated, there must be a minimum 22-foot-wide clearance for emergency vehicles to pass through when the gate is opened. If the gate requires manual operation, the applicant shall provide a Knox padlock. If the gate requires electronic operation, the applicant shall provide a Knox override switch with "Click-to-Enter."
17. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
18. As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$100,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, and street corner ramp(s) so that they comply with ADA standards and other relevant City of Merced/State/Federal standards and regulations.
19. All mechanical equipment shall be screened from public view.
20. The applicant shall contact the City's Water Quality Control Division and comply with all requirements for this type of business and obtain all pertinent permits prior to issuance of certificate of occupancy. Said requirements may include, but may not be limited to, utilizing secondary containers and providing spill kits for leaks or spills.
21. All landscaping shall be kept healthy and maintained; any damaged or missing landscaping shall be replaced immediately.
22. The applicant shall submit an Industrial User Survey to the City's Water Quality Control Division during the building permit stage.
23. Approval of this application is subject to approval and/or recommendation by the Airport Land Use Commission, or its staff designee, to determine that the project is consistent with the Airport Land Use Compatibility Plan.

24. Parking lot and building lighting shall be shielded or oriented in a way that does not allow “spillover” onto adjacent lots in compliance with the California Energy Code requirements.
25. A change in use or increase in number of employees working during the largest shift may require additional parking in the future, details to be worked out with City staff in that instance.
26. The project may have a separate Irrigation and Domestic water service line going from the water main to the property line.
27. The applicant shall install a curb or a fence along the perimeter of the drainage basin to ensure vehicles do not drive into the basin, or as otherwise required by the Engineering Department.
28. The drainage shall be designed to meet City standards and shall accommodate the storm runoff for this site. During the building permit stage, the application shall be reviewed for compliance with post-construction standard requirements.
29. During the building permit stage, the applicant shall provide a site plan with a note indicating who will be installing landscaping for this site.
30. The refuse enclosure shall be designed to meet the City’s Engineering Standards for refuse enclosures (R-4) or as required by the City Engineer. The applicant shall not install any posts in front of the refuse enclosure. A side gate shall be provided with pedestrian access, as required by the City Engineering Division.
31. The applicant shall work with the City’s Refuse Department to determine the best location for the refuse enclosure and to determine if a recycling container would be required. This may include placing the refuse enclosure further from the street to allow the refuse truck to turn around within the subject site instead of out to the street.
32. The Project shall comply with the City’s Performance Standards for developments within Industrial Zones as outlined under Merced Municipal Code Section 20.12.030 (C) – Development Standards for Industrial Zoning Districts – Performance Standards (e.g. noise, air quality, odor, etc.).

March 7, 2019

If there are any questions concerning these conditions and recommendations, please contact Francisco Mendoza-Gonzalez at (209) 385-6858.

3-7-2019

DATE



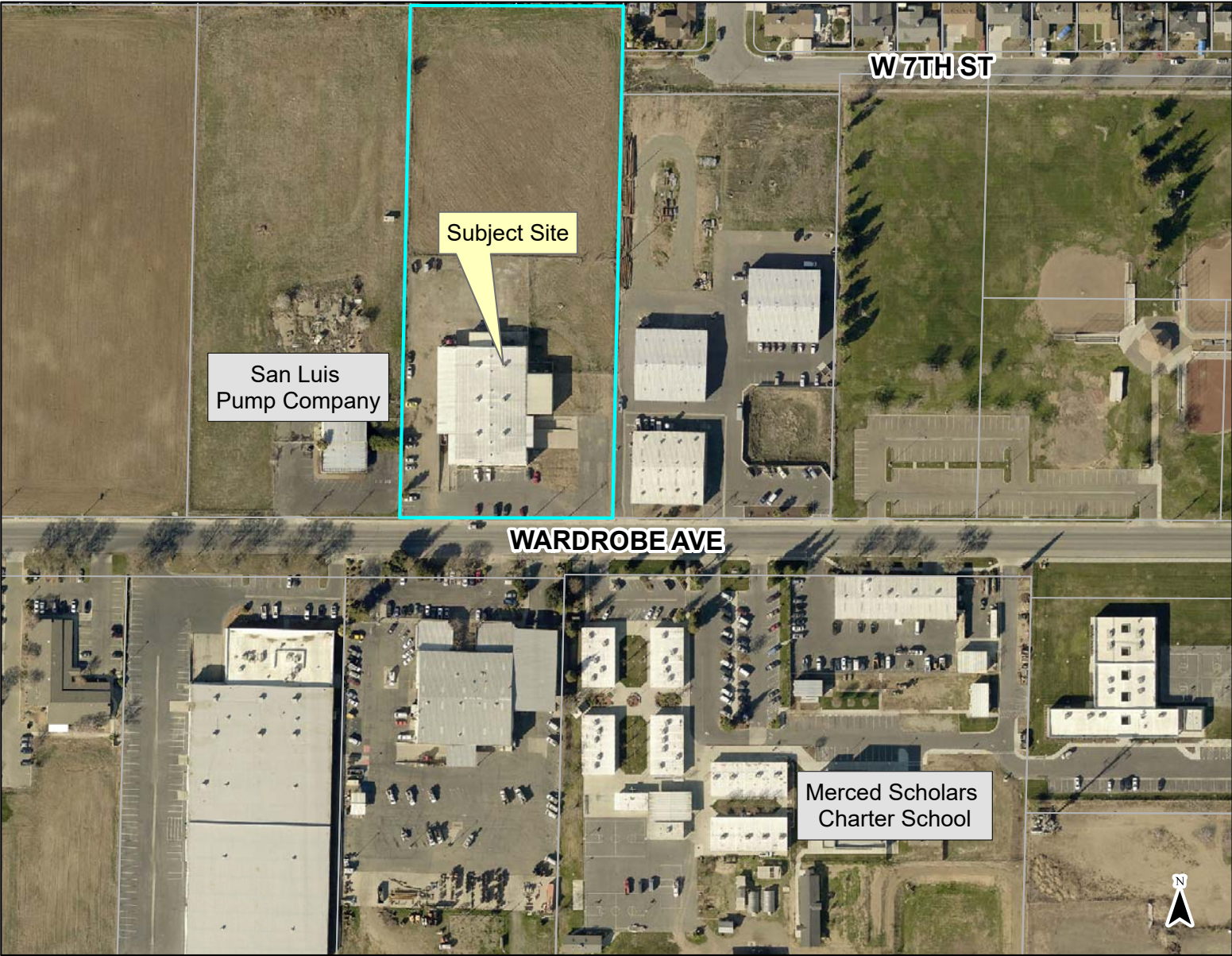
SIGNATURE

Planner

TITLE

Exhibits

- A) Location Map
- B) Site Plan
- C) Elevations
- D) Resolution for SP #78
- E) Categorical Exemption

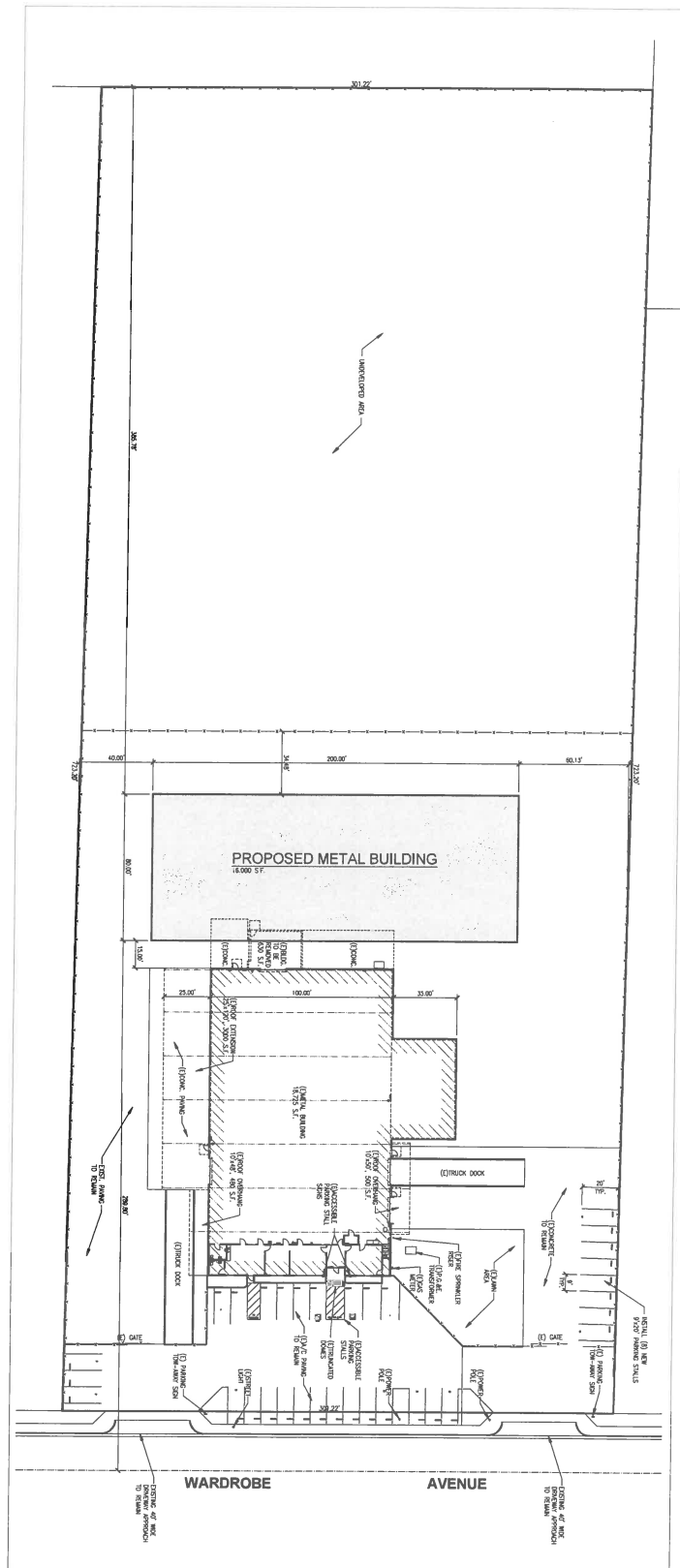


[illegible]

Diagram illustrating the lane markings and labels for a four-lane highway cross-section:

- PROPERTY LINE
- NEIGHBORING PROPERTY LINE
- CENTER LINE OF ROAD
- CHAIN LINK FENCE

PROPOSED BUILDING: 8,000 S.F. / 2,000 S.F. = 8 PARKING STALLS
25 STALLS EXISTING, 8 NEW STALLS TO BE PROVIDED = 33



CITY OF MERCED

CALIFORNIA

Golden Valley
ENGINEERING & SURVEYING

405 Miami 19th Street #5340
P.O. Box 248
Berkeley, CA 94704
Ph: (408) 722-5200
Fax: (408) 722-5254

Mr. Dale Pearce

These drawings are instruments of service and are the property of Golden Valley Engineering & Surveying, Inc. All drawings and other information are those drawings, notes, designs and other information as those drawings are made as to the specified project and shall not be used otherwise without the express written permission of Golden Valley Engineering & Surveying, Inc.

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PREPARED FOR:
O'KEEFE'S INC.
220 S. 'R' STREET
MERCED, CA 95341
PH: 209-386-1640
CELL: 415-297-4552

PROJECT NAME:
Date: 02/28/2019
Checked By: X
Drawn By: JMD
Job No.: 19-041
SHEET NUMBER:

C1.0

CITY OF MERCED
SITE PLAN APPROVAL COMMITTEE
RESOLUTION #SP-78

Joe Ovatt

APPLICANT

1425 Motel Drive, Merced

ADDRESS

(Ovatt Construction)

383-6630

PHONE

R.S.I. West Coast, Inc.

PROJECT

1891 Wardrobe Avenue, Merced

PROJECT SITE

59-132-09

APN

I-L

ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Approval Committee reviewed and approved the above project on January 21, 1986, subject to the following:

FINDINGS

- A. This site was recently annexed from the County and is not considered compatible with many design standards traditionally required of industrial land uses that have developed in and around the City's Airport Industrial Park. Requirement of many of these traditional standards is being postponed because of the relative minor nature of the subject expansion.

It is important to recognize, however, that further incremental changes could lead to increasing design requirements such as those spelled out elsewhere on this resolution, on a more rapid time schedule than presently outlined.

- B. The applicant at this time is encouraged in conjunction with restriping the parking along the Wardrobe Avenue frontage, to implement the City of Merced's recently adopted "parking lot standards" by installing a minimum of one tree for each six parking spaces in this area. Details could be worked out between applicants and staff.
- C. The applicant at this time is encouraged to redesign the frontage to allow for a minimum of 15 feet of landscaping between the Wardrobe property line and paved parking (this would match the minimum standard traditionally required within the Airport Industrial area).

CONDITIONS

(To be done now) --

1. The building addition shall be constructed of materials, and painted to match the existing structure.
2. Any debris visible from the public right-of-way shall be removed.
3. The addition shall be protected by an automatic fire sprinkler, consistent with the remainder of the building.

4. The three-foot high chain-link barbed wire topped fence located at the southwest corner of the site shall be repaired or removed, details to be worked out with staff.
5. The parking lot along the Wardrobe frontage shall be striped to City standards.

(6 months) --

6. Within six months of the approval of this resolution all satellite antennas now on display shall be removed (or relocated to an area not visible from the public right-of-way) and the area involved will be planted with trees, details to be worked out with staff, including landscape and sprinkler plans.
7. Within six months the roof-mounted air conditioning unit shall be painted to match existing building colors, or shall be screened from view, details to be worked out with staff.

(2 years) --

8. Within two years of the approval of this resolution, the fence surrounding the loading facilities in proximity to the southwest corner of the site shall be modified or replaced to provide a decorative fence (example: chain-link fence with redwood slats and adjacent shrubs) in this area, with details to be worked out with staff. At the same time, a similar decorative fence shall be erected for the loading facilities in proximity to the southeast corner of the site as generally shown on the accompanying site plan.

(3 years) --

9. Within three years of the approval of this resolution, the parking area along the Wardrobe Avenue frontage will be redesigned to accommodate a 15-foot minimum landscape strip behind the property line, generally as shown on the accompanying site plan, with details to be worked out with staff. Detailed landscape and sprinkler plans will be required at that time. Findings B and C (above) will be accommodated in these plans.

If there are any questions concerning these conditions and findings, please contact Mark Wolfe at the Merced City Planning Department, 385-6858.

DATE: January 23, 1986

Mark Wolfe

Planner I

p/P16

NOTICE OF EXEMPTION

To: _____ Office of Planning and Research
P.O. Box 3044
Sacramento, CA 95812-3044

From: (Public Agency)
City of Merced
678 West 18th St.
Merced, CA 95340

 X County Clerk
County of Merced
2222 M Street
Merced, CA 95340

Project Title: Site Plan Review #434 (Environmental Review #19-06)

Project Applicant: Titan Metal Doors and Windows for Ron Drew (property owner)

Project Location (Specific): 1891 Wardrobe Ave. **APN:** 059-132-009

Project Location - City: Merced **Project Location - County:** Merced

Description of Nature, Purpose, and Beneficiaries of Project: Building and parking stall additions.

Name of Public Agency Approving Project: City of Merced

Name of Person or Agency Carrying Out Project: Titan Metal Doors and Windows for Ron Drew (property owner)

Exempt Status: (check one)

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
☒ X Categorical Exemption. State Type and Section Number: 15301 (a)
☐ Statutory Exemptions. State Code Number: _____
☐ General Rule (Sec. 15061 (b)(3))

Reasons why Project is Exempt: As defined under the above referenced Section, the proposed project consists of minor interior and exterior alterations only, such as expanding an existing manufacturing plant and adding parking stalls, which are considered to be exempt under the CEQA Guidelines per Section 15301 (a).

Lead Agency: City of Merced

Contact Person: Francisco Mendoza-Gonzalez **Area Code/Telephone:** (209) 385-6858

Signature:  **Date:** 02-22-2019 **Title:** Planner

 X Signed by Lead Agency **Date Received for Filing at OPR:** _____
(If applicable)

Authority Cited: Sections 21083 and 21110. Public Resources Code
Reference: Sections 21108, 21152, and 21152.1. Public Resources Code



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item G.4.

Meeting Date: 5/6/2019

Report Prepared by: Taylor Hensley, Secretary I, Planning Division

SUBJECT: Information Only-Planning Commission Meeting Minutes of March 20, 2019 and April 3, 2019

RECOMMENDATION

For information only.

ATTACHMENTS

1. March 20, 2019 Minutes
2. April 3, 2019 Minutes

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, March 20, 2019

Chairperson DYLINEA 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: Mary Camper, Michael Harris, Jeremy Martinez, Peter Padilla, Sam Rashe, and Chairperson Robert Dylina

Commissioners Absent: Scott G. Drexel (excused)

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

1. APPROVAL OF AGENDA

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

2. MINUTES

M/S PADILLA-HARRIS, and carried by unanimous voice vote (one absent), to approve the Minutes of February 20, 2019, as submitted.

3. COMMUNICATIONS

None.

4. **ITEMS**

- 4.1 Vesting Tentative Subdivision Map #1291, initiated by Bright Development. This application involves a request for a one-year extension of time for filing a final map for VTSM #1291. VTSM #1291 would allow the subdivision of 39.8 acres of land into 161 single-family lots generally located on the east side of G Street at Merrill Place (extended) within an R-1-5 zone with a General Plan designation of Low Density Residential (LD). This extension request was referred to the Planning Commission for final action by the City's Site Plan Review Committee on February 14, 2019.

Staff requested that this item and public hearing be continued to the Planning Commission meeting of April 3, 2019. For further information, refer to Staff Report #19-11.

M/S HARRIS-PADILLA, and carried by the following vote, to continue the public hearing to the Planning Commission meeting of April 3, 2019, at 7:00 p.m. in the City Council Chambers.

AYES: Commissioners Camper, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: Commissioner Drexel
ABSTAIN: None

- 4.2 Vacation #19-01, initiated by Greg Hostetler/Ranchwood Development, to vacate a 0.18-acre lot known as Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street.

Planning Manager ESPINOSA reviewed the report on this item. For further information, refer to Staff Report #19-08.

M/S HARRIS-RASHE, and carried by the following vote, to find that the proposed Vacation (to vacate a 0.18-acre lot known as Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street), is consistent with the *Merced Vision 2030 General Plan*.

AYES: Commissioners Camper, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: Commissioner Drexel
ABSTAIN: None

- 4.3 General Plan Amendment #19-01 and Vacation #18-01, initiated by the City of Merced. This application involves a request to modify the City of Merced Circulation Plan (Figures 4.1 and 4.2) and all associated maps and descriptions throughout the General Plan, for the purpose of vacating excess right-of-way and easements along Mission Avenue, between Coffee Street and State Highway 99.

Staff requested that this item and public hearing be continued to the Planning Commission meeting of April 3, 2019. For further information, refer to Staff Report #19-10.

M/S HARRIS-CAMPER, and carried by the following vote, to continue the public hearing to the Planning Commission meeting of April 3, 2019, at 7:00 p.m. in the City Council Chambers.

AYES: Commissioners Camper, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: Commissioner Drexel
ABSTAIN: None

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.

Commissioner CAMPER informed the Commission that she will not be present for the Planning Commission meeting of April 3, 2019; Commissioners HARRIS and MARTINEZ informed the Commission that they will not be present for the Planning Commission meeting of April 17, 2019.

March 20, 2019

Commissioner PADILLA inquired about mail addressed to Commissioners.

6. **ADJOURNMENT**

There being no further business, Chairperson DYLINE adjourned the meeting at 7:09 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary
Merced City Planning Commission

APPROVED:



ROBERT DYLINE, Chairperson
Merced City Planning Commission

CITY OF MERCED
Planning Commission

MINUTES

Merced City Council Chambers
Wednesday, April 3, 2019

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

ROLL CALL

Commissioners Present: Scott G. Drexel, Michael Harris, Jeremy Martinez, Peter Padilla, Sam Rashe, and Chairperson Robert Dylina

Commissioners Absent: Mary Camper (unexcused)

Staff Present: Director of Development Services McBride, Planning Manager Espinosa, Associate Planner Nelson, Associate Planner Mendoza-Gonzalez, Chief Deputy City Attorney Fincher, Secretary I Hensley, and Recording Secretary Davis

1. APPROVAL OF AGENDA

Commissioner PADILLA motioned for the Agenda to be amended to move Item 4.3 ahead of Item 4.2.

M/S PADILLA-HARRIS, and carried by unanimous voice vote (one absent), to approve the Agenda as amended.

2. MINUTES

M/S PADILLA-HARRIS, and carried by unanimous voice vote (one absent), to approve the Minutes of March 20, 2019, as submitted.

3. COMMUNICATIONS

None

4. **ITEMS**

- 4.1 Conditional Use Permit #1229, initiated by 59 Petroleum, LLC, on behalf of Louann Bianchi, property owner. This application involves a request to sell beer and wine for off-site consumption for a new gas station (Arco AM/PM), generally located at the northwest corner of Santa Fe Drive/Olive Avenue and N. Highway 59 (3297 Santa Fe Drive), within a zoning classification of Thoroughfare Commercial (C-T) and a General Plan designation of Thoroughfare Commercial (CT) once the annexation to the City is completed.

Associate Planner MENDOZA-GONZALEZ reviewed the report. For further information, refer to Staff Report #19-10.

Public testimony was opened at 7:13 p.m.

Speaker from the Audience in Favor:

CHARLIE NATTLAND, CSHQA, representing the applicant

No one spoke in opposition to the project.

Public testimony was completed at 7:14 p.m.

M/S PADILLA-DREXEL, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #19-05, and approve Conditional Use Permit #1229, subject to the Findings and twenty-three (23) Conditions set forth in Staff Report #19-10, deleting Condition #9 as follows (RESOLUTION #4018):

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

~~“9. No beer shall be displayed or store outside of the cooler areas.”~~

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None

- 4.3 General Plan Amendment #19-01 and Vacation #18-01, initiated by the City of Merced. This application involves a request to modify the City of Merced Circulation Plan (Figures 4.1 and 4.2) and all associated maps and descriptions throughout the General Plan, for the purpose of vacating excess right-of-way and easements along Mission Avenue, between Coffee Street and State Highway 99.

Associate Planner MENDOZA-GONZALEZ reviewed the report. For further information, refer to Staff Report #19-09.

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

Speaker from the Audience in Favor:

GREGORY WELLMAN, Merced, representing the applicant

No one spoke in opposition to the project.

Public testimony was closed at 7:30 p.m.

The Commission asked for clarification from staff on the motion they would need to make. Staff indicated that a motion should be made on the General Plan Amendment and a separate one on the vacation.

Commissioner PADILLA inquired about the ownership of the land described in the proposed vacation.

Chief Deputy City Attorney FINCHER clarified that ownership could not be determined before they received a title report, but that it would not affect the decision before the Commission.

Commissioner PADILLA expressed concern over how the land would be transferred and suggested postponing the decision.

Planning Manager ESPINOSA explained that issues related to the ownership of the property are reserved for City Council, and should not affect the Commission's recommendation on whether the roadway is needed in the future.

M/S HARRIS-DREXEL, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #19-07, and to recommend approval of General Plan Amendment #19-01 (RESOLUTION #4019).

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: Commissioner Camper
ABSTAIN: None

M/S HARRIS-RASHE, and carried by the following vote, to find that the proposed Vacation (to vacate Mission Avenue, west of Coffee Street), is consistent with the *Merced Vision 2030 General Plan*.

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina
NOES: None
ABSENT: Commissioner Camper
ABSTAIN: None

4.2 Vesting Tentative Subdivision Map #1291, initiated by Bright Development. This application involves a request for a one-year extension of time for filing a final map for VTSM #1291. VTSM #1291 would allow the subdivision of 39.8 acres of land into 161 single-family lots generally located on the east side of G Street at Merrill Place (extended) within an R-1-5 zone with a General Plan designation of Low Density Residential (LD). This extension request was referred to the Planning Commission for final action by the City's Site Plan Review Committee on February 14, 2019.

Associate Planner NELSON reviewed the report. For further information, refer to Staff Report #19-09.

Commissioner DREXEL asked staff to clarify if approving the extension would violate any state laws or place residents in immediate danger. Staff indicated that would not be the case.

Public testimony was opened at 7:51 p.m.

Speakers from the Audience in Favor:

DAVE BUTZ, Bright Development, Modesto, representing the applicant
JOHN DUNN, Bright Development, Modesto, representing the applicant
MARK BEISSWANGER, Bright Development, Modesto, representing the applicant

Commissioner PADILLA inquired of the applicant about when they were planning to break ground on the project, and if they plan to apply for another extension.

Mr. BUTZ remarked that they hoped to break ground in either 2020 or 2021, and reiterated that this tentative submission map was still eligible for a final extension next year.

Speakers from the Audience Neutral/in Opposition:

RICK TELEGAN, Fresno

RICK TELEGAN noted his support for the project, but also stated that the proposed Emergency Vehicle Access was a public health and safety concern, and that it violated the *Merced Vision 2015 General Plan*.

Public testimony was closed at 8:51 p.m.

M/S PADILLA-DREXEL, and carried by the following vote, to approve the Extension of Vesting Tentative Subdivision Map #1291 through January 16, 2020 (RESOLUTION #2904).

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None

5. **INFORMATION ITEMS**

April 3, 2019

5.1 Calendar of Meetings/Events

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

Commissioners HARRIS and MARTINEZ informed the Commission that they will not be present for the Planning Commission meeting of April 17, 2019.

6. ADJOURNMENT

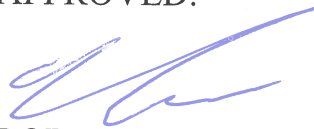
There being no further business, Chairperson DYLINEA adjourned the meeting at 8:29 p.m.

Respectfully submitted,



KIM ESPINOSA, Secretary
Merced City Planning Commission

APPROVED:



ROBERT DYLINEA, Chairperson
Merced City Planning Commission

CITY OF MERCED
Planning Commission

Resolution #4018

WHEREAS, the Merced City Planning Commission at its regular meeting of April 3, 2019, held a public hearing and considered **Conditional Use Permit #1229**, initiated by 59 Petroleum, LLC, on behalf of Louann Bianchi, property owner. This application involves a request to sell beer and wine for off-site consumption for a new gas station (Arco AM/PM), generally located at the northwest corner of Santa Fe Drive/Olive Avenue and N. Highway 59 (3297 Santa Fe Drive), within a zoning classification of Thoroughfare Commercial (C-T), and a General Plan designation of Thoroughfare Commercial (CT) once the annexation to the City is completed; also known as Assessor's Parcel Number (APN) 057-200-067; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through E of Staff Report #19-10; 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 #19-05, and approve Conditional Use Permit #1229, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

Upon motion by Commissioner PADILLA, seconded by Commissioner HARRIS, and carried by the following vote:

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

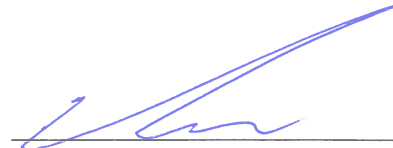
ABSTAIN: None

PLANNING COMMISSION RESOLUTION # 4018

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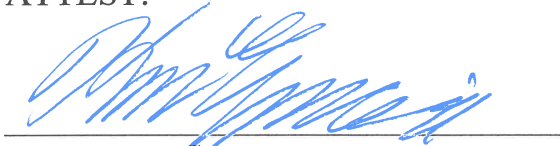
April 3, 2019

Adopted this 3 day of April 2019.



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

n:\shared\planning\PC Resolutions: CUP#1229 (Alc sales for off-site consumption at new gas station)

Conditions of Approval
Planning Commission Resolution #4018
Conditional Use Permit #1229

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (floor plan) -- Attachment D of Staff Report #19-10, 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 Project shall comply with the conditions set forth in Planning Commission Resolution #3095 for Pre-zoning Application #15-01 and General Plan Amendment #15-04, previously approved for this project (Attachment I of Staff Report #19-10).
4. 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.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #4018

5. 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.
6. Sufficient lighting shall be provided throughout the site to provide a safe environment for employees and patrons of the business.
7. All landscaping shall be kept healthy and maintained in good condition and any damaged or missing landscaping shall be replaced immediately.
8. The premises shall remain clean and free of debris and graffiti at all times. Any damaged materials shall be replaced by matching materials.
9. A temporary banner permit shall be obtained prior to installing any temporary signs. Free-standing temporary signs (i.e., sandwich boards, A-frame signs, etc.) are prohibited.
10. No display or sale of beer or wine shall be made from an ice tub.
11. Employees shall be at least 21 years old to sell alcohol.
12. The proprietor and/or successors in interest and management shall comply with all Municipal Codes relating to loitering, open container laws, and other nuisance-related issues.
13. The area within the convenience market dedicated to the display and sale of beer shall not be more than 7 cooler spaces (typical of those found in a grocery store or convenience market) or 150 square feet, in addition to 60 square feet outside the cooler area. The area dedicated to the display and sale of wine on free-standing shelves or coolers shall not exceed 20 square feet.
14. The City reserves the right to periodically review the area for potential problems. If problems (on-site or within the immediate area) including, but not limited to, public drunkenness, the illegal sale or use of narcotics, drugs or alcohol, disturbing the peace, and disorderly conduct result from the proposed land use, the conditional use permit may be subject to review and revocation by the City of Merced after a public hearing and in conformance with the procedures outlined in the Merced Municipal Code.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #4018

15. No single-serving containers shall be sold separately unless authorized by the City of Merced Police Department. All single-serving beer and wine cooler containers shall be sold as part of a pack or carton. However, wine bottles or cartons of sizes 750 ml or larger may be sold as single-serving containers.
16. No alcohol shall be displayed within five feet of the cash register or the front door.
17. No advertisement of alcoholic beverages shall be displayed on motor fuel islands, in landscaped areas, or outside the buildings or windows.
18. No self-illuminated advertising for alcoholic beverages shall be located on buildings or windows.
19. No sale of alcoholic beverages shall be made from a drive-up window.
20. The business shall comply with all applicable requirements from the Merced County Health Department.
21. This approval is subject to the business owner being in good standing with all laws of the State of California, including the Alcohol Beverage Control (ABC), City of Merced, and other regulatory agencies.
22. A permanent tamper-proof outdoor trash receptacle shall be installed near the main entrance to the convenience market.
23. The conditional use permit will only become valid on the date that the annexation to the City is complete. If the annexation is not completed within two years of this Planning Commission date, the approval will be null and void, and a new conditional use permit would need to be applied for.

n:\shared\planning\PC Resolutions: CUP #1229 Exhibit A

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #4018

CITY OF MERCED
Planning Commission

Resolution #4019

WHEREAS, the Merced City Planning Commission at its regular meeting of April 3, 2019, held a public hearing and considered **General Plan Amendment #19-01**, initiated by the City of Merced. This application involves the review and recommendation to the City Council for a request to modify the City of Merced Circulation Plan (Figures 4.1 and 4.2) and all associated maps and descriptions throughout the General Plan, to vacate excess right-of-way and easements along Mission Avenue, between Coffee Street and State Highway 99; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through D of Staff Report #19-09; 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 #19-07, and approval of General Plan Amendment #19-01.

Upon motion by Commissioner HARRIS, seconded by Commissioner DREXEL, and carried by the following vote:

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None

PLANNING COMMISSION RESOLUTION #4019

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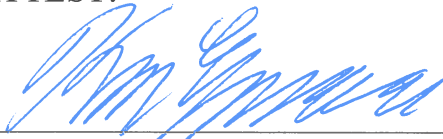
April 3, 2019

Adopted this 3rd day of April 2019



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

n:\shared\planning\PC Resolutions\GPA#19-01

**CITY OF MERCED
Planning Commission**

Resolution #2904

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|---|
| MODIFIED by Planning Commission on 10/3/18 –see pg. 3-13 |
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| AMENDED by Planning Commission on 6/6/18 – see pg. 10 |
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| Extended on 7/15/08, 7/15/09, 7/15/11, 7/11/13, 10/10/15, and 4/3/2019–See Pages 9-14 |
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| |
|---|
| AMENDED by City Council on 1/16/07 – Pg 3 |
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WHEREAS, the Merced City Planning Commission at its regular meeting of November 8, 2006, held a public hearing and considered **Vesting Tentative Subdivision Map #1291** (“Bright Development”), initiated by Golden Valley Engineering, applicants for Bright Homes Corporation, property owner, to allow the subdivision of 39.8 acres into 168 single-family residential lots. The area is located east of G Street, and ¼ mile north of Cardella Road within an R-1-5 (Low Density Residential, 5,000-square-foot lot minimum) pre-zone; also known as Assessor’s Parcel No. 061-030-017 and -038; and,

WHEREAS, the Merced City Planning Commission does not concur with Findings A through V of Staff Report #06-41 – 4th Addendum, and finds as follows in additional Finding W:

“W. During their testimony during the public hearing, the project applicants indicated that they wanted changes to Condition Numbers 2, 16, 20, & 21 and the deletion of Condition #29. Planning staff indicated that these changes were not recommended since they appeared to be in conflict with the Voting Rights Act and the adopted Pre-Annexation Development Agreement signed by the applicants. The Planning Commission reviewed various documents regarding the Annexation Agreement and the City Attorney clarified the delay with the recordation of the annexation pending required pre-clearance under the Voting Rights Act.

“At that time, the Commission indicated that they didn't feel they had enough information to make a decision to approve the project at this point and they did not want to contradict the previous agreements. However, the applicants had asked that a decision be made at this meeting due to the previous continuances. Given the above, the Planning Commission voted to deny the applications and informed the applicants that they could appeal their decision to the City Council.”

WHEREAS, after reviewing the City’s Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning

PLANNING COMMISSION RESOLUTION #2904

Page 2 of ~~9~~ 13

November 8, 2006 /January 16, 2007/August 3, 2010/July 15, 2011/July 11, 2013 /
October 10, 2015/ June 6, 2018/October 3, 2018 /April 3, 2019

WHEREAS, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby deny Vesting Tentative Subdivision Map #1291.

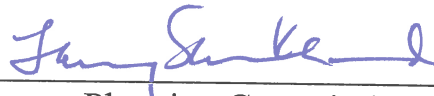
Upon motion by Commissioner Amey, seconded by Commissioner Burr, and carried by the following vote:

AYES: Commissioners Acheson, Amey, Burr, and Chairman Shankland

NOES: Commissioner Ward

ABSENT: Commissioners Conte and Fisher

Adopted this 8th day of November, 2006



Chairman, Planning Commission of
the City of Merced, California

ATTEST:


Secretary

n:shared:planning:PC Resolutions:#2904 VTSM #1291 Bright Development

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

January 16, 2007: At their regularly scheduled City Council meeting of January 16, 2007, the City Council considered the Applicant's appeal of the Planning Commission Denial of Vesting Tentative Subdivision Map #1291 ("Bright Development") and took the following action:

Upon Motion by Council Member Gabriault-Acosta, Seconded by Council Member Pollard, duly carried, resolved, to approve Findings A through S, finding that the previous environmental review [Expanded Initial Study #04-02 (Mitigated Negative Declaration) for the Absolute/Leeco Annexation] remains sufficient and no further documentation is required (Subsequent EIR/ND Section 15162 Findings), and approves Vesting Tentative Subdivision Map Application No. 1291 ("Bright Development"), subject to the amended conditions as recommended by Staff to the Planning Commission on November 8, 2006, and modification of Condition #21 of Staff Report No. 06-42 – 4th Addendum, as follows:

Modified
by PC on
10/3/18.
See pg. 11

1. ~~The proposed project shall be constructed/designed as shown on Exhibit 1 (Proposed Vesting Tentative Map) Attachment C, subject to the listed conditions.~~
2. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply, as well as conditions and mitigation measures spelled out in the Pre-Annexation Development Agreement for Absolute/Leeco Annexation (including the need to comply with the 6-minute emergency response time in the Pre-Annexation Development Agreement), adopted April 17, 2006, and any subsequent amendments (see Attachment F for mitigation measures).
3. The proposed project shall comply with all standard Municipal Code (including R-1-5 design standards) and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

5. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.
6. The developer/applicant shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.
7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
8. Street names to be approved by City Engineer.
9. Dedicate, by Final Map, all interior street rights-of-way and all necessary easements and as needed for irrigation, utilities, drainage,

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
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landscaping, and open space, including any right-of-way necessary to reflect the modified alignment of the north-south oriented collector road in the eastern portion of the project located adjacent to the park and linear open space corridor.

Modified
by PC on
10/3/18.
See pg. 11

- ~~10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north (“Palisades Park”) if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.~~

Modified
by PC on
10/3/18.
See pg. 11

- ~~11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the subdivision to the north (“Palisades Park”) if joint use occurs, or if pump station is necessary.~~

Modified by
PC on
10/3/18. See
pg. 11

- ~~12. Dedicate additional G Street right of way and easements to match Merced Vision 2015 General Plan requirements for 128 foot wide arterial, plus landscape and public facilities easements of 15 feet in width, including the construction of a 6 foot high masonry wall. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of “G” Street within the annexation boundary shall be constructed at the time of improvements for the first tentative map, along with all other requirements listed in Condition #7 of said Resolution.~~

Modified by
PC on
10/3/18. See
pg. 11

- ~~13. Dedicate additional right of way and easements along the northern half of Merrill Avenue to match Merced Vision 2015 General Plan requirements for 74 foot wide collector (37 feet of ROW), plus landscape and public facilities easements varying from 10 feet to 12 feet in width, including the construction of a 6 foot high masonry wall along the northern portion of the roadway. These improvements shall terminate at the northeast corner of the intersection of Merrill Avenue and “K” Drive as indicated on the Tentative Map.~~

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

14. Provide for City review and approval of landscape/irrigation plans, prepared by a licensed landscape architect, for all areas of landscaping that are to be maintained by City.
15. Compliance with the 40-foot visual corner is required for corner lots (approximately 20 lots), and may result in the applicant constructing smaller homes on these lots or increasing the front yard setbacks. A 4-foot encroachment for the porch area can be allowed within this area. Details to be worked out with staff.
16. The effective date of this tentative map approval shall be the effective date of the final annexation for Absolute/Leeco. (Annexation to the City has not yet been finalized and is subject to pre-clearance under the Voting Rights Act before the Annexation can become effective.)
17. The proposed Community Park shall be designed for park and recreational use only. Basin or storm-water retention allowed within this park shall be consistent with the Park Master Plan. All bike trails within the linear park shall be a minimum width of 10-12 feet as per the Park Master Plan.
18. Refuse containers shall be stored out of site of the general public, including those homes located on the private driveways. A concrete pad (3 x 6 foot minimum) shall be installed in the side or back yard of each unit to house refuse containers with a paved path to the street.
19. There shall be no valley (cross) gutters installed within this subdivision.
20. Merrill Avenue shall be constructed to include a paved travel lane that is 23.5 feet wide curb-to-curb, with a 6-inch vertical asphalt curb along the south boundary line. The north side of Merrill Avenue will need to include curb and gutter, park strip, and a 5-foot sidewalk. Developer shall construct the roadway prior to issuance of the first certificate of occupancy. Developer shall complete the intersection of Foothill Drive and G Street by expanding the intersection to a 4-way, signalized intersection prior to the issuance of the 50th building permit. This

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

includes a median at the intersection of G Street and Merrill Avenue. The Developer shall coordinate the design of this roadway, to the extent feasible, with the adjoining property owner to the south.

21. The drainage basins along the PG&E power-line easements and within the neighborhood park/basins shall be designed in an open manner with no barriers, fences, etc., hindering their use as open space. All basins will need to be constructed and functional with City acceptance prior to issuance of the first certificate of occupancy. The linear and neighborhood parks will need to be transferred to the City of Merced per the terms of the Pre-Annexation Development Agreement.

Modified by
PC on
10/3/18. See
pg. 12

- ~~22. The secondary access point shall be located at the intersection of Foothill Drive and G Street. The secondary access point shall be installed prior to the issuance of the 1st certificate of occupancy permit.~~

23. City staff encourages and recommends the applicant to seek a water agreement with Merced Irrigation District for the usage of non-potable water for the use of irrigation of the City Landscaped areas such as Park-Strips, Parks, and any other area where non-potable water is allowed to be used and is approved by the Public Works Director.

24. The street tree and street light locations shall be approved by City Staff prior to approval of the first Final Map.

Modified
by PC on
10/3/18.
See pg. 12

- ~~25. The cul-de-sac bulb, 'J' Court, shall be open end style including sidewalk connectors to adjacent linear parks (within the PG&E easement) and local streets and walls from back of house to back of house. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility of both easements as they intersect with each other and 'J' Court.~~

Deleted by
PC on
10/3/18.

- ~~26. The cul-de-sac bulb labeled as 'D' Court shall be designed with park-strips due to its extended length.~~

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
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27. City utility service (water and sewer) connections shall be located under the driveway for each lot that faces a City street. Water lines are privately owned and maintained between the meter and the home. Sewer lines are privately owned and maintained from the point of connection to the City-owned main sewer line.
28. Fire Hydrants to be provided and spaced in accordance with City of Merced standards. The maximum spacing between hydrants is 500 feet. Due to width issues of G Street, fire hydrants will need to be placed along the east side of this arterial roadway. The number and placement of fire hydrants to be worked out with the Fire Department.
29. The following design features shall be added to the elevations for the homes throughout the subdivision:
 - a. *Garages Doors:* Design features such as windows and door molds, or driveway pavement treatments, such as aggregate, integral color, and stamped patterns, shall be added. These designs shall be varied from one lot to the other.
 - b. *Front Elevations:*
 - i. All proposed elevations show stucco as the primary building facia material. At least one of the plans shall be amended to show wood siding as the primary facia material, or stone or brick panels (approximately 3 feet high) along the bottom of the facia as a required element, not an option.
 - ii. Each elevation is to be evenly distributed throughout the site. Prior to submittal of building permits, the applicant shall provide the Development Services Director with a “distribution plan” showing the: house plan elevation, color, roof material, porch design, and garage door/pavement design selected for each lot. In no case, shall any more than two adjacent lots in a row have the same elevation.

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15, 2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

- iii. Blank rear and side elevations visible from a street are not permitted. The elevation shall include functional features (windows and doors, or be adorned with attractive features in addition to landscaping).
- iv. The color palette for houses shall be varied (at least 6 distinct sets of colors) and be consistent with the style of the house.
- v. High quality aesthetically pleasing materials (wood, stone, iron, pre-formed plastic fencing, etc.) shall be used.

BY THE FOLLOWING VOTE:

AYES: COUNCIL MEMBERS: SPRIGGS, CORTEZ, GABRIALT-ACOSTA, POLLARD, SANDERS, WOOTEN

NOES: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: OSORIO

July 15, 2008/July 15, 2009: On July 15, 2008, the State of California gave a one-year extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before December 30, 2010. On July 15, 2009, the State of California gave a second, two-year extension. Therefore, this Tentative Map #1291 hereby has its expiration date extended to January 16, 2012.

July 15, 2011: On July 15, 2011, the State of California gave a 24-month extension to all active (not expired) tentative maps that were otherwise scheduled to expire on or before January 1, 2014. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2014.

July 11, 2013: On July 11, 2013, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2000. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2016.

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15, 2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

October 10, 2015: On October 10, 2015, the State of California gave a 24-month extension to all active (not expired) tentative maps that were approved on or after January 1, 2002, and not later than July 11, 2013. Therefore, Vesting Tentative Subdivision Map #1291 hereby has its expiration date extended to January 16, 2018.

June 6, 2018: At their regularly scheduled meeting of June 6, 2018, the Planning Commission approved the Extension of Vesting Tentative map #1291 (“Bright Homes”) for one year (to January 16, 2019), subject to the following additional conditions:

30. A revised vesting tentative map shall be submitted within 60 days of the date this extension is granted. The revised map shall include the following:
 - a. All lots shall be on property owned by the applicant.
 - b. All roads through the subdivision shall be on property owned by the applicant.
 - c. Access from Merrill Place into the subdivision on Palisades Drive shall be on property owned by the applicant or the right-of-way must have been dedicated to the City of Merced prior to submitting the revised map.
31. If after 60 days the above conditions have not been met, Vesting Tentative Map #1291 will automatically expire.

Upon motion by Commissioner PADILLA, seconded by Commissioner COLBY, and carried by the following vote:

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

NOES: None

ABSENT: None, (One vacancy)

ABSTAIN: None

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

October 3, 2018: At their regularly scheduled meeting of October 3, 2018, the Planning Commission approved the modifications to Vesting Tentative map #1291 (“Bright Homes”) subject to the conditions contained within this resolution, including modifications to Conditions #1, #10, #11, #12, #13, #22, and #25, the deletion of Condition #26, and the addition of Conditions #32 through #44. :

1. The proposed project shall be constructed/designed as shown on Exhibit 1 [Proposed Vesting Tentative Map #1291 (Modified)] - Attachment C of Staff Report #18-29, except as modified by the conditions.
10. Developer shall design storm drainage with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases. Developer shall share costs of pump station with the property owner to the north, if joint use occurs, or if pump station is necessary. Storm drainage shall comply with City Storm Drainage Master Plan.
11. Developer shall design sanitary sewer with consideration as to whether the shared pump station pumping rate can or needs to be constructed in phases.
12. Dedicate additional G Street right-of-way and easements to match *Merced Vision 2030 General Plan* requirements for a 128-foot wide arterial, plus an additional 15 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall block wall shall be constructed along the project’s frontage on G Street. Consistent with Planning Commission Resolution #2871 (Absolute Leeco Annexation), all of “G” Street within the annexation boundary shall be constructed at the time of improvements for the first tentative map, along with all other requirements listed in Condition #7 of said Resolution.
13. Dedicate additional right-of-way and easements along the northern half of Merrill Avenue to match *Merced Vision 2030 General Plan* requirements for 74-foot wide collector (37-feet of ROW), an additional 10 feet of right-of-way to accommodate the required landscape area, block wall, and utilities. A 7-foot-tall wall shall be constructed along the project’s frontage on Merrill Avenue (Place). The

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

- block wall may be constructed in phases consistent with the tentative map. All of the land required for this development's share of Merrill Avenue (Place) shall be dedicated with the first final map.
22. Secondary access to the subdivision shall be provided by a Temporary Emergency Vehicle Access easement constructed between Lots 1 and 15 of Modified Tentative map #1291 to be maintained by the CFD.
 25. The linear park and PG&E Easement shall be designed in an open manner, with no fences or other hindrances that would impede pedestrian accessibility.
 32. At the time of Final Map, all references to a "PFE" (Public Facilities Easement) shall be changed to reflect the actual purpose of the easement. For example, if the easement is for utilities and a block wall, the easement should be labeled as a PUE (Public Utilities Easement) and Block Wall easement.
 33. The Emergency Vehicle Access (EVA) is allowed on G Street as a temporary access only. The design of the EVA shall be approved by the Fire, Engineering, and Planning Departments. Pedestrian access should be implemented into the EVA.
 34. Once Palisades Drive and Foothill Drive are constructed which provides secondary access into the subdivision, the EVA shall be abandoned at the owner's expense.
 35. All easements shall be large enough to provide room for all utilities without utilities being placed underneath the City sidewalk.
 36. The Tentative Map shows the EVA as "Lot A" and the 3.10 acres at the eastern edge of the subdivision as "Lot A". This shall be corrected on the final map so that there is no duplication of the lot designations.
 37. Access to Lot A (at the eastern edge of the subdivision) as shown on VTSM #1291 (Modified) shall be provided from this subdivision. The exact location of the access point shall be determined when development occurs on Lot A.
 38. The location of the pump station shown on the park/basin parcel is not approved. The exact location of the pump station will be determined prior to the first final map.

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

39. The cul-de-sacs at Court E and Court L shall be open-ended cul-de-sacs providing access to F Street.
40. The owner shall work with the City of Merced to obtain the additional right of way needed for the southern portion of Merrill Place.
41. The area shown as Lot A for the Emergency Vehicle Access on the tentative map shall be re-labeled due to duplication with the area to the east of the subdivision also shown as Lot A.
42. The Emergency Vehicle Access (EVA) Easement area shall be dedicated to the City. If sewer and water main lines are to be placed this area, a public utilities easement shall be maintained upon vacation of the EVA.
43. The EVA area may remain open to allow pedestrian access to the subdivision from G Street if the developer desires to do so after it is no longer needed as an EVA. However, if the pedestrian access is not maintained or problems arise with the use of the access area, it shall be the responsibility of the developer/subdivider to install the block wall in this area.
44. "F" Street shall have a 94-foot-wide right-of-way to include the 74-foot-wide collector road and a 10-foot-wide easement. All walls, landscaping, and utilities shall be included in this easement area.

Upon motion by Commissioner PADILLA, seconded by Commissioner HARRIS, and carried by the following vote:

AYES: Commissioners Camper, Drexel, Harris, Padilla, Rashe, and Chairperson Dylina

NOES: None

ABSENT: Commissioner Martinez

ABSTAIN: None

PLANNING COMMISSION RESOLUTION #2904

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November 8, 2006/January 16, 2007/July 15, 2008/July 15, 2009/July 15,
2011/July 11, 2013/Oct. 10, 2015/June 6, 2018/Oct. 3, 2018/April 3, 2019

April 3, 2019: At their regularly scheduled meeting of April 3, 2019, the Planning Commission approved the Extension of Vesting Tentative map #1291 (“Bright Homes”) for one year (to January 16, 2020).

Upon motion by Commissioner PADILLA, seconded by Commissioner HARRIS, and carried by the following vote:

AYES: Commissioners Drexel, Harris, Martinez, Padilla, Rashe, and
Chairperson Dylina

NOES: None

ABSENT: Commissioner Camper

ABSTAIN: None



ADMINISTRATIVE REPORT

Agenda Item G.5.

Meeting Date: 5/6/2019

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of March 18, 2019 and April 1, 2019

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 March 18, 2019 and April 1, 2019.

ALTERNATIVES

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

ATTACHMENTS

1. Minutes of March 18, 2019
2. Minutes of April 1, 2019



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, March 18, 2019

6:00 PM

A. CLOSED SESSION ROLL CALL

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

Absent: 0

B. CLOSED SESSION

Mayor MURPHY called the Closed Session to order at 5:01 PM.

- B.1.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant Exposure to Litigation pursuant to Government Code section 54956.9(d)(2): (1) case
- B.2.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION; Joseph Deliman v. City of Merced; Workers Compensation Appeals Board Case Nos. FRE-ADJ 10823278; FRE-ADJ 10823228; FRE-ADJ 10823337; AUTHORITY: Government Code Section 54956.9(d)(1)
- B.3.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; Englert, et. al. v. City of Merced; Case No. 1:18-CV-01239-LJO-EPG; AUTHORITY: Government Code Section 54956.9(d)(1)
- B.4.** **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; McKinnon, et. al. v. City of Merced; Case No. 1:18-CV-01124-LJO-SAB; AUTHORITY: Government Code Section 54956.9(d)(1)

Clerk's Note: Council adjourned from Closed Session at 5:40 PM.

C. CALL TO ORDER

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

C.1. Invocation - Monika Grasley, Lifeline Community Development

The invocation was delivered by Monika GRASLEY from Lifeline Community Development.

C.2. Pledge of Allegiance to the Flag

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

D. ROLL CALL

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

Absent: 0

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

E. REPORT OUT OF CLOSED SESSION

There was no report.

F. SPECIAL PRESENTATIONS

F.1. Kiki Raina Tahiti Fete Performance

The South Pacific Dance Company performed a Tahitian dance.

F.2. Aerial Apparatus (Tiller) Dedication

Fire Chief Billy ALCORN gave a slide show presentation on the new Aerial Apparatus (Tiller) Dedication.

G. WRITTEN PETITIONS AND COMMUNICATIONS

The Clerk's Office received a letter from Stacey WIEBE regarding Agenda Item J.1. the Site Utilization Plan Revision #6 Public Hearing Item that was printed and placed on the dais.

H. ORAL COMMUNICATIONS

Monica VILLA, Merced - spoke on first responders and the bathrooms at Steven Leonard Park.

Deborah BENNETT, Merced - spoke on her concerns with crime in the downtown area.

Nancy Young BERGMAN, Merced - spoke on the Merced CASA fundraiser event.

I. CONSENT CALENDAR

Items I.9. Award of Bid and Approval of Construction Agreement with Rolfe Construction Company in the Amount of \$968,802 for the Re-Bid of the Yosemite Avenue Leaf Collection Site, Project No. 116017 and I.10. Approval of Professional Services Agreement with Precision Engineering, Inc., for the the Not to Exceed Amount of \$175,000, to Provide Personnel to Temporarily Serve in the Capacity of City Engineer; were pulled for separate consideration.

Approval of the Consent Agenda

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

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

No: 0

Absent: 0

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

REPORT IN BRIEF

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

RECOMMENDATION

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

This Consent Item was approved.

I.2. **SUBJECT:** Information Only-Planning Commission Minutes of February 6, 2019

RECOMMENDATION

Information only.

This Consent Item was approved.

I.3.

SUBJECT: Information Only-Site Plan Committee Minutes of
January 24 and 31, 2019

RECOMMENDATION

For information only.

This Consent Item was approved.

I.4.

SUBJECT: Authorization to Apply for and Accept Reimbursable
Grant Funding from the State of California, Office of Emergency
Services for Equipment, Supplies and Training Related to the City's
Upgrade to its Emergency Communications Center and
Geographical Information System (GIS) in an Amount Not to
Exceed \$128,000; and Approval to Use Pooled Cash Pending the
Receipt of Reimbursed Funds From the State

REPORT IN BRIEF

Authorizes the City to apply for and accept additional grant funding in an amount not to exceed \$128,000 from the State of California for the purchase of additional equipment, supplies and training for upgrades to the City's Emergency Communications Center and GIS. Also authorizes the use of pooled cash to pay for the purchases pending reimbursement from the State.

RECOMMENDATION

City Council - Adopt a motion:

- A. Upon approval of additional grant funding from the State of California, Office of Emergency Services, Increasing State Grant revenue account 001-1002-324.02-00 in an amount not to exceed \$128,000 and appropriating the same to Police Operations Machinery/Equipment expense account 001-1002-523.43-00; and,
- B. Authorizing the use of pooled cash for purchases until the City receives reimbursement of funds; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute any necessary documents.

This Consent Item was approved.

- I.5. **SUBJECT:** Approval of Reduction of Per Session Fees Charged for Swimming Lessons from the Established Rate of \$35 to \$10 for Swimming Lessons Offered from June 17 to August 1, 2019

REPORT IN BRIEF

Considers temporarily lowering swim lesson fees charged by the City from \$35 per session to \$10 per session for its Water Safety and Swimming Lessons Programs offered from June 17 to August 1, 2019.

RECOMMENDATION

City Council - Adopt a motion approving the temporary reduction in the fees charged for swimming lessons from \$35 to \$10 per session during the summer of 2019; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

This Consent Item was approved.

- I.6. **SUBJECT:** Adoption of Resolution Establishing a Policy for the Distribution of Tickets and Passes Pursuant to Fair Political Practices Commission Regulation 18944.1

REPORT IN BRIEF

Considers the adoption of a Resolution establishing a Policy regarding the distribution of complimentary tickets and passes received by the City, pursuant to Fair Political Practices Commission (FPPC) Regulation 18944.1.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-10**, a Resolution of the City Council of the City of Merced, California, adopting a policy for the distribution of tickets and passes in accordance with FPPC Regulation 18944.1.

This Consent Item was approved.

- I.7. **SUBJECT:** Approval of Supplemental Appropriations / Budget Modifications Totaling \$300,000 for Fuel Fund Shortages from Various Division Budgets to Fund 670-Fleet Management Vehicle Fuel Expense Account to Cover the Funding Shortage Through June 30, 2019

REPORT IN BRIEF

Considers transferring \$300,000 from various divisions to the Fund 670-Fleet Management Vehicle Fuel expense account to cover the funding shortage through June 30, 2019.

RECOMMENDATION

City Council - Adopt a motion approving the transfer of \$300,000 from various divisions to Fleet Fund 670 and appropriating the same to Vehicle Fuel expense account 670-1103-532.33-00 and authorizing the Finance Officer to make the necessary budget adjustments.

This Consent Item was approved.

I.8.

SUBJECT: Approval of Consulting and Professional Services Contracts with Benchmark Engineering, Inc., BKF Engineers, Carollo Engineers, Golden Valley Engineering, Interwest Consulting Group, Michael K. Nunley & Associates, Precision Civil Engineering, Inc., Quad Knopf, Inc., and VVH Consulting Engineers to Provide Design and Engineering Support Services for the City's Capital Improvement Projects at the Rates Not to Exceed the Consultant Hourly Rates Listed within Attachment B of Each Respective Agreement for the Contract Period Ending June 30, 2022

REPORT IN BRIEF

Considers approving multiple Consulting and Professional Services Contracts for engineering and design services for the City's Capital Improvement Projects. The services provided under these agreements will be funded from individual Capital Improvement Project budgets as the projects occur through the contract period ending June 30, 2022, at the hourly rates set forth in Attachment B of each respective agreement.

RECOMMENDATION

City Council - Adopt a motion approving the Consulting and Professional Services Agreements, for a contract period ending June 30, 2022, with Benchmark Engineering, Inc., BKF Engineers, Carollo Engineers, Golden Valley Engineering, Interwest Consulting Group, Michael K. Nunley & Associates, Precision Civil Engineering, Inc., Quad Knopf, Inc., and VVH Consulting Engineers, for professional engineering design services.

This Consent Item was approved.

I.11.

SUBJECT: Second Reading - Adoption of Ordinance 2498 to Amend Section 20.44.170, "Regulation of Commercial Cannabis Activities - Commercial Cannabis Business Permit Required"

REPORT IN BRIEF

Adoption of previously introduced Ordinance to amend section 20.44.170, "Regulation of Commercial Cannabis Activities - Commercial Cannabis Business Permit Required" of the Merced Municipal Code.

RECOMMENDATION

City Council - Adopt a motion approving **Ordinance 2498**, an Ordinance of the City Council of the City of Merced, California, Amending Section 20.44.170, "Regulation of Commercial Cannabis Activities - Commercial Cannabis Business Permit Required," of the Merced Municipal Code.

This Consent Item was approved.

I.12.

SUBJECT: Second Reading - Adoption of Ordinance Approving a Mitigated Negative Declaration for Environmental Review #18-02 and Site Utilization Plan Revision #38 to Planned Development (P-D) #1 Allowing the Renovation of the Merced Mall and Theatre, Including the Possibility of Relocating the Theatre Adjacent to the Merced Mall Building

REPORT IN BRIEF

Adoption of previously introduced Ordinance No. 2499 and considers approving a Site Utilization Plan Revision for Planned Development (P-D) #1, a Mitigated Negative Declaration for Environmental Review #8-02 and Site Utilization Plan #38 allowing renovations to the Merced Mall located at 851 West Olive Avenue and the United Artists movie theater located at 645 Fairfield Drive, including possible relocation.

RECOMMENDATION

City Council - Adopt a motion adopting **Ordinance 2499**, an Ordinance of the City of Merced, California approving a Mitigated Negative Declaration for Environmental Review #18-02 and Site Utilization Plan Revision #38 to Planned Development (P-D) #1 allowing the Renovation of the Merced Mall and Theatre, including the

possibility of relocating the theatre adjacent to the Merced Mall building.

This Consent Item was approved.

I.9.

SUBJECT: Award of Bid and Approval of Construction Agreement with Rolfe Construction Company in the Amount of \$968,802 for the Re-Bid of the Yosemite Avenue Leaf Collection Site, Project No. 116017

REPORT IN BRIEF

Considers awarding a bid and approving an agreement in the amount of \$968,802 with Rolfe Construction Company for City Project No. 116017 - Yosemite Avenue Leaf Collection Site.

RECOMMENDATION

City Council - Adopt a motion:

- A. Awarding the Yosemite Avenue Leaf Collection Site, Project 116017 to Rolfe Construction Company of Atwater, Ca, in the amount of \$968,802.00; and,
- B. Authorizing the City Manager or the Assistant City Manager to execute the necessary documents and to approve change orders not to exceed 10% of the total contract; and,
- C. Authorizing the Finance Director to make necessary budget adjustments.

Mayor MURPHY pulled this item to discuss the Leaf Collection Site project.

Director of Public Works Ken ELWIN discussed the necessity of the Leaf Collection site and the benefits of its location.

Council and Mr. ELWIN discussed the planning investment of the site, possible commercial development, long term plans for site locations, and a possible South Merced location. They also spoke on site location efficiency for the Public Works Department and the need to expand the Public Works Corporate Yard.

Martha ARMAS-KELLY, Merced - asked about the number of trips that the trucks would make in and out of the site location, pollution, and traffic congestion.

Mr. ELWIN explained the site operation days and times as well as lowering vehicle idling times.

Fong XIONG, Merced - spoke on his concerns with traffic congestion at the proposed collection site.

City Surveyor Joe CARDOSO spoke on the challenges of renting the site and what to do with the property.

Jesus RODRIGUEZ, Merced - spoke on his concerns of the proposed collection site.

Monika GRASLEY, Merced - spoke in support for this project.

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

Aye: 4 - Mayor Pro Tempore Martinez, Council Member Blake, Council Member McLeod, and Council Member Serratto

No: 3 - Mayor Murphy, Council Member Shelton, and Council Member Echevarria

Absent: 0

I.10.

SUBJECT: Approval of Professional Services Agreement with Precision Engineering, Inc., for the Not to Exceed Amount of \$175,000, to Provide Personnel to Temporarily Serve in the Capacity of City Engineer

REPORT IN BRIEF

Considers approving a Professional Services Agreement with Precision Engineering, Inc., for the not to exceed amount of \$175,000 to provide City Engineer services while the City recruits for a permanent City Engineer.

RECOMMENDATION

City Council - Adopt a motion approving the agreement for professional services with Precision Engineering, Inc., to provide City Engineer Services in an amount not to exceed \$175,000; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

Mayor Pro Tempore MARTINEZ pulled this item to ask about the length of the contract.

Council, Director of Public Works Ken ELWIN, and City Manager Steve CARRIGAN spoke on the length of the Engineer consultant contract, using salary savings to cover the cost, and the recruitment process.

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

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

No: 1 - Council Member Echevarria

Absent: 0

J. PUBLIC HEARINGS

J.1. **SUBJECT:** Public Hearing - Introduction of Ordinance No. 2500 Approving Site Utilization Plan Revision #6 to Planned Development (P-D) #46; and Adoption of Resolution 2019-09, Approving a Negative Declaration for Environmental Review #18-60, General Plan Amendment #18-03, Specific Plan Revision #4 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #6 to Planned Development (P-D) #46 to Allow Between 164 and 176 Apartments on a 10.73 Acre Site, Generally Located on the West Side of San Augustine Avenue, at Pacific Drive

REPORT IN BRIEF

Introduces Ordinance No. 2500 and considers approving a Negative Declaration for Environmental Review #18-60, General Plan Amendment #18-03, Specific Plan Revision #4 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #6 to Planned Development (P-D) #46 to allow between 164 and 176 apartments on a 10.73 acre site, generally located on the west side of San Augustine Avenue, at Pacific Drive.

RECOMMENDATION

City Council - Adopt a motion:

A. Adopting **Resolution 2019-09**, a Resolution of the City Council of the City of Merced, California, approving a Negative Declaration for General Plan Amendment #18-03, Revision #4 to the Fahrens Creek Specific Plan, and Site Utilization Plan Revision #6 to Planned Development (P-D) #46 for 10.73 acres of land generally located on the west side of San Augustine Avenue at Pacific Drive and approving General Plan Amendment #18-03 for the same property changing the General Plan designation from Business Park (BP) to High-Medium Density Residential (HMD) and approving revision #4 to the Fahrens Creek specific plan changing the land use designation from "Mini-Storage" to "Multi-Family"; and,

B. Introducing **Ordinance 2500**, an Ordinance of the City Council of the

City of Merced, California, approving Site Utilization Plan Revision #6 to Planned Development (P-D) #46 changing the land use designation from "Business Park" (BP) to "High-Medium Density Residential" (HMD) for 10.73 acres of land, generally located on the west side of San Augustine Avenue at Pacific Drive; and,

C. Authorizing the City Manager or the Assistant City Manager to execute the Legislative Action Agreement.

Associate Planner Julie NELSON gave a slide show presentation on the Revision #4 to the Fahrens Creek Specific Plan and Site Utilization Plan Revision #6 to Planned Development.

Council and Ms. NELSON discussed a noise barrier between the houses adjacent from the proposed apartment complex.

Mayor MURPHY disclosed conversations he had with the developer and a concerned resident.

Mayor MURPHY opened the Public Hearing at 7:26 PM.

Tony BRUNO, Project Developer - spoke on the development of the proposed apartment complex and the cost for a noise barrier wall. He also spoke on adding a landscaping barrier and a chain link fence.

Council and Mr. BRUNO discussed the chain link fence barrier, the apartment floorplans, requirements of masonry walls, traffic noise, video surveillance, and landscaping. They also spoke on the cost and the length of the masonry wall.

Fong XIONG, Merced - stated his support for the project and stated his concerns with traffic, noise, graffiti, and damage to homeowner property. He asked the City Council to make a condition to the project to add a masonry wall.

Rick STANDFORD, Merced - spoke on his concerns about safety on the property site and property values.

Jesus ENRIQUES, Merced - spoke on his concerns about traffic, cars speeding, and noise.

Mayor MURPHY closed the Public Hearing at 7:49 PM.

Council discussed building a masonry wall to alleviate residents concerns.

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

Shelton, to approve Resolution 2019-09, with a condition to build a masonry wall on the residential side of the complex, and introduce Ordinance 2500. The motion carried by the following vote:

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

No: 0

Absent: 0

J.2.

SUBJECT: Continued Public Hearing - Vacation No. 18-03 for the Adoption of Resolution Ordering the Vacation of a 20-Foot Wide Temporary Access Easement Located on a Portion of 7 Lots within the Summer Creek Subdivision

REPORT IN BRIEF

The City Council will consider approving a Resolution ordering the vacation of a 20-foot wide temporary access easement located on a portion of 7 lots within the Summer Creek Subdivision, generally located west of McKee Road at Silverstone Drive.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-07**, a Resolution of the City Council of the City of Merced, California, ordering the vacation of a 20-foot-wide Temporary Emergency Access Easement on Lots 5, 6, 7, 17, 18, 29, and 130 within the Summer Creek, Phase One Subdivision (Vacation #18-03).

Council Member BLAKE recused himself from this item due to the proximity of his residence.

Associate Planner Julie NELSON gave a slide show presentation on Vacation #18-03, Vacation of Emergency Vehicle Access in Summer Creek Subdivision.

Council and Ms. NELSON discussed the cost of the paved access easement, maintenance of the access easement, and the conditions removing the "temporary" verbiage of the easement.

Mayor MURPHY opened the Public Hearing at 8:13 PM.

Dave BUTZ, Bright Homes - spoke on the development history and stated that Bright Homes will continue to develop whether or not the access easement is vacated.

Council and Mr. BUTZ discussed the current use of the access easement and the benefits of abandoning the easement.

Mary BROOKS, Merced - spoke on the history of the access easement and her interest in the property next to the access easement.

Casey STEED, Merced - spoke on other access points in and out of the Moraga development.

Mayor MURPHY and Ms. BROOKS discussed allowing an easement on her property.

Mayor MURPHY closed the Public Hearing at 8:32 PM.

Council and City Attorney Phaedra NORTON discussed the definition of an easement.

Council and Mr. BUTZ continued discussing the access easement and the use of the land next to the easement.

Council, Ms. NELSON, and Director of Development Services Scott MCBRIDE continued to discuss the temporary emergency access easement.

Clerk's Note: Council took no action on Lots 5,6,7,17,18,and 29.

A motion was made by Council Member McLeod, seconded by Council Member Echevarria, to amend Resolution 2019-07, to order the vacation of a temporary emergency access easement on lot 130 within Summer Creek, Phase 1 Subdivision. The motion carried by the following vote:

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

No: 0

Absent: 0

Abstain: 1 - Council Member Blake

Clerk's Note: Council recessed at 8:50 PM and returned at 8:58 PM.

Clerk's Note: Council Member MCLEOD left the Regular Meeting during the recess.

K. BUSINESS

K.1. **SUBJECT:** Approving the City Council FY 2019/20 Goals and Priorities

REPORT IN BRIEF

Staff will provide a summary overview of initial comments received from Council to approve the FY 2019/20 Goals and Priorities.

RECOMMENDATION

City Council - Adopt a motion approving FY 2019/20 Goals and Priorities.

City Manager Steve CARRIGAN and Assistant City Manager Stephanie DIETZ gave a slide show presentation on the FY 2019/20 Council Goals and Priorities.

Council, Mr. CARRIGAN and Ms. DIETZ discussed progress on current projects, youth programs, staffing, public safety, and a sign ordinance.

K.2. **SUBJECT:** Mayor Murphy's Request to Discuss Amending the City of Merced Charter

REPORT IN BRIEF

This item is in response to Mayor Murphy's request to discuss amending the City of Merced Charter pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

Mayor MURPHY discussed amending the Cash Flow and the term length for the Mayor in the City Charter and developing a Charter Review Sub-Committee.

Council directed Staff to bring back a report with information on the timeline for the Charter Review for the March Primary ballot.

K.3. City Council Comments

Council Member SERRATTO reported on reading a book to an elementary class at Farmdale School. He spoke on the upcoming projects going on in Merced. He also reported on attending downtown tours of the City of Modesto, Turlock, and Visalia.

Mayor Pro Tempore MARTINEZ reported on reading to an elementary class at the Farmdale School. He also reported on attending the Arts and Culture Advisory Commission meeting, the Multicultural Arts Center art show, and a Band Festival at El Capitan High School.

Council Member ECHEVARRIA reported on attending the 2019 Regional Conference for Migrant Families, Caring for Our Black Children Graduation Program, and Parent Cafe at Steven Lenard Park.

Council Member BLAKE reported on attending downtown tours of the City of Modesto, Turlock, and Visalia.

Mayor MURPHY reported on attending a High Speed Rail meeting, the Neighbors United for South Merced meeting, a Ribbon Cutting for Yosemite Realty, and the Greater Merced Chamber of Commerce Eggs and Issues event.

K.4. Request to Add Item to Future Agenda

Council Member SERRATTO requested to add an item to provide an update from the Downtown Sub-Committee.

L. ADJOURNMENT

Clerk's Note: The Regular Meeting was adjourned at 9:58 PM.

A motion was made by Council Member Echevarria, seconded by Council Member Blake, to adjourn the Regular Meeting in memory of Ethan Morse. The motion carried by the following vote:

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

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, April 1, 2019

6:00 PM

Clerk's Note: Council held a Volunteer of the Year Awards Ceremony prior to the Regular Council Meeting.

Mayor MURPHY called the Volunteer of the Year Awards Ceremony to order at 5:06 PM.

Council handed out awards to those that they have selected who have either volunteered or made an impact in their district.

District 1 - Alexandria MARQUEZ
District 2 - Fernando AGUILERA
District 3 - Martha ARMAS-KELLY
District 4 - Downtown Neighborhood Association
District 5 - Merced Walks
District 6 - Alpha Gamma Sigma Honor Society
City At-Large - Merced Walks

Clerk's Note: Council Member BLAKE left the Volunteer of the Year Awards Ceremony at 5:40 PM.

Clerk's Note: The Volunteer of the Year Awards Ceremony ended at 5:47 PM.

A. CALL TO ORDER

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

A.1. Invocation - Greg Boyd, Calvary Chapel of Merced

The invocation was delivered by Pastor Greg BOYD from the Calvary Chapel of Merced.

A.2. Pledge of Allegiance to the Flag

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

B. ROLL CALL

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

Absent: 1 - Council Member Kevin Blake

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

C. CEREMONIAL MATTERS

C.1. **SUBJECT:** Proclamation - Lao New Year

REPORT IN BRIEF

Mayor Murphy will present the proclamation to a member of the Lao Community.

Mayor MURPHY presented the Lao New Year Proclamation to members of the Lao Community.

D. WRITTEN PETITIONS AND COMMUNICATIONS

There were none.

E. ORAL COMMUNICATIONS

Salvador VAZQUEZ, Merced - spoke on the use of the McNamara soccer fields.

Mary-Michal RAWLING, Merced - spoke on a Merced County Association of Governments event regarding Measure V funds.

Sol RIVAS, Merced - thanked the City Manager and Facilities personnel for the use of the Sam Pipes Room in City Hall for her event.

Elena BLANTON, Merced - spoke on the trap, neuter, and release program for stray cats.

Wendi WARD, Atwater - spoke on the trap, neuter, and release program for stray cats.

Lori CHAVEZ, Atwater - spoke on the trap, neuter, and release program for

stray cats.

F. CONSENT CALENDAR

Items F.5. Approval of a Supplemental Appropriation in Fund 074 - Economic Development Opportunity Fund in an Amount Not to Exceed \$120,400, to Abate the Substandard/Dangerous/Nuisance Conditions Located at 636 W. Main Street, Contingent upon the City Obtaining Court Approval of an Inspection and Abatement Warrant for the Subject Property or the Property Owner Providing Consent to Enter, Inspect, and Demolish the Subject Property, Whichever Occurs First, F.7. Approval of Software Service Agreement with OpenGov, Inc. in the Amount Not to Exceed \$47,500 to Renew the Use of the Existing Online Financial Reporting Transparency Tool, F.8. Approval of Street Closure Request #19-01 by Merced Main Street Association to Host the 4th Annual Merced FEAST Farm-to-Table Event, Located on W. Main Street Between M and Canal Streets (Including Bob Hart Square) which Includes the Serving of Alcohol, on Thursday, September 19, 2019, from 12:00 p.m. to 11:00 p.m and Friday, September 20, 2019 from 3:00 p.m. to 10:30 p.m., and F.9. Approval of Street Closure Request #19-05 by the Merced County Hispanic Chamber of Commerce to Host the Third Annual Merced Cowboy/Vaquero 5-Kilometer and Kids' Half Mile Runs for Saturday, May 18, 2019, From 5:00 a.m. to 12:00 p.m. Within the Downtown Perimeter of W. Main Street Between Canal and H Streets, H Street Between Main and 23rd Streets, W. 23rd Street Between H and Q Streets, Q Street Between 23rd and 18th Streets, and 18th Street From Q and Canal Streets and Approval of Request to Extend the Closure of W. Main Street, from Canal Street and M Street for Vendor Setup; were pulled for separate consideration.

Approval of the Consent Agenda

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

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

No: 0

Absent: 1 - Council Member Blake

F.1.

SUBJECT: Reading by Title of All Ordinances and Resolutions

REPORT IN BRIEF

Ordinances and Resolutions which appear on the public agenda shall

be determined to have been read by title and a summary title may be read with further reading waived.

RECOMMENDATION

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

This Consent Item was approved.

F.2.

SUBJECT: Information-Only Contracts for the Month of March 2019

REPORT IN BRIEF

Notification of awarded Non-Public Works contracts under \$31,000 and of Public Works contracts under \$69,833.

AUTHORITY

Pursuant to the authority delegated to the City Manager on behalf of the City by Article XI, Section 1109, of the Merced City Charter to execute Public Works contracts under the adjusted FY 2018-2019 threshold of \$69,833.00, and Chapter 3.04.080 - 3.04.110 of the Merced Municipal Code to execute Non-Public Works contracts under the adjusted FY 2018-2019 threshold of \$31,000.00, the contracts listed on the attached table were entered into by the City.

This Consent Item was approved.

F.3.

SUBJECT: Information Only-Bicycle Advisory Commission Minutes of December 11, 2018

RECOMMENDATION

For information only.

This Consent Item was approved.

F.4.

SUBJECT: Approval of City Council/Public Financing and Economic Development/Parking Authority Meeting Minutes of February 19, 2019, February 26, 2019, February 27, 2019, and February 28, 2019

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 19, 2019, February 26, 2019, February 27, 2019, and February 28, 2019.

This Consent Item was approved.

F.6.

SUBJECT: Authorization to Accept \$48,280 in Grant Funds from the 2017 Edward Byrne Justice Assistance Grant (JAG) Program for the Police Department to Purchase Upgraded Cell Phones, Crowd Control Equipment/Supplies, and Software Licenses

REPORT IN BRIEF

Considers accepting grant funding from the US Department of Justice offered to the Merced Police Department in the amount of \$48,280 from the 2017 Edward Byrne Justice Assistance Grant (JAG) program for the purchase of upgraded cell phones, crowd control equipment/supplies, and software licenses.

RECOMMENDATION

City Council - Adopt a motion:

A. Accepting the grant and increasing the revenue budget in account 050-1025-321.17-00 by \$48,280, and appropriating the same to Fund 050; and,

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

C. Authorizing the Police Department and the City Manager to execute the necessary documents.

This Consent Item was approved.

F.10.

SUBJECT: Adoption of Resolution Declaring the Intent to Vacate a 0.18-Acre Lot Known as Lot A of the Tuscany East Subdivision, Generally Located at the Southeast Corner of Merced Avenue and Sable Street and Setting a Public Hearing on May 6, 2019 for the Vacation Process (Vacation #19-01)

REPORT IN BRIEF

Considers adopting a Resolution to declare the intent to vacate a 0.18-acre lot known as Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street

and sets a public hearing for May 6, 2019 for the vacation process.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-11** a Resolution of the City Council of the City of Merced, California, declaring its intention to abandon Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street (Vacation #19-01) and setting May 6, 2019, as the time and place for a public hearing.

This Consent Item was approved.

F.5.

SUBJECT: Approval of a Supplemental Appropriation in Fund 074 - Economic Development Opportunity Fund in an Amount Not to Exceed \$120,400.00, to Abate the Substandard/Dangerous/Nuisance Conditions Located at 636 W. Main Street, Contingent upon the City Obtaining Court Approval of an Inspection and Abatement Warrant for the Subject Property or the Property Owner Providing Consent to Enter, Inspect, and Demolish the Subject Property, Whichever Occurs First

REPORT IN BRIEF

Considers approving a supplemental appropriation in Fund 074 - Economic Development Opportunity Fund in an amount not to exceed \$120,400.00 and authorizing the Finance Officer to make necessary budget adjustments. This request is contingent upon the City obtaining Court approval of an inspection and abatement warrant to abate the substandard/dangerous/nuisance conditions located at 636 W. Main Street or the property owner providing consent to enter, inspect and abate by demolition the substandard/dangerous/nuisance conditions, whichever occurs first.

RECOMMENDATION

City Council - Adopt a Motion approving a supplemental appropriation in Fund 074 - Economic Development Opportunity Fund not to exceed \$120,400 and authorizing the Finance Officer to make necessary budget adjustments.

Council Member SERRATTO pulled this item to ask about the condition of the building and the need to demolish it.

Chief Building Official Denise FRAZIER explained that the condition of the

building is a health and safety issue for the community.

Council, Ms. FRAIZER, and City Attorney Phaedra NORTON discussed the cost of abatement, cost recovery, and other funding sources.

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

Aye: 5 - Mayor Pro Tempore Martinez, Mayor Murphy, Council Member McLeod, Council Member Serratto, and Council Member Shelton

No: 1 - Council Member Echevarria

Absent: 1 - Council Member Blake

F.7.

SUBJECT: Approval of Software Service Agreement with OpenGov, Inc. in the Amount of \$9,500 per Year for a Term of Five Years for an Amount Not to Exceed \$47,500 to Renew the Use of the Existing Online Financial Reporting Transparency Tool

REPORT IN BRIEF

Considers approving a 5-year software service agreement with OpenGov, Inc. for Governmental Transparency and Citizen Engagement.

RECOMMENDATION

City Council - Adopt a motion approving a software service agreement with OpenGov, Inc. in the amount of \$9,500 per year and not to exceed \$47,500 for five years and authorizing the City Manager or the Assistant City Manager to execute all necessary documents.

Mayor MURPHY pulled this item to discuss the Software service agreement with OpenGov.

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

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

No: 0

Absent: 1 - Council Member Blake

F.8.

SUBJECT: Approval of Street Closure Request #19-01 by Merced Main Street Association to Host the 4th Annual Merced FEAST

Farm-to-Table Event, Located on W. Main Street Between M and Canal Streets (Including Bob Hart Square) which Includes the Serving of Alcohol, on Thursday, September 19, 2019, from 12:00 p.m. to 11:00 p.m. and Friday, September 20, 2019, from 3:00 p.m. to 10:30 p.m.

REPORT IN BRIEF

Considers approving a request by the Merced Main Street Association for the closure and use of City streets and Bob Hart Square on Thursday and Friday, September 19 and 20, 2019, for the 4th Annual "Merced FEAST" farm-to-table event. The request seeks approval to close W. Main Street, between M and Canal Streets and Bob Hart Square on Thursday, September 19, 2019, from 12:00 p.m. to 11:00 p.m. and Bob Hart Square on Friday, September 20, 2019, from 3:00 p.m. to 10:30 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closure of W. Main Street between M and Canal Streets, and the use of Bob Hart Square, on Thursday, September 19, 2019, from 12:00 p.m. to 11:00 p.m., and the use of Bob Hart Square, on Friday, September 20, 2019, from 3:00 p.m. to 10:30 p.m., subject to the details and conditions outlined in the administrative staff report.

Mayor Pro Tempore MARTINEZ pulled this item to highlight the event.

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

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

No: 0

Absent: 1 - Council Member Blake

F.9.

SUBJECT: Approval of Street Closure Request #19-05 by the Merced County Hispanic Chamber of Commerce to Host the Third Annual Merced Cowboy/Vaquero 5-Kilometer and Kids' Half-Mile Runs for Saturday, May 18, 2019, From 5:00 a.m. to 12:00 p.m. Within the Downtown Perimeter of W. Main Street Between Canal and H Streets, H Street Between Main and 23rd Streets, W. 23rd Street Between H and Q Streets, Q Street Between 23rd and 18th Streets, and 18th Street From Q to Canal Streets and Approval of

Request to Extend the Closure of W. Main Street, from Canal Street
to M Street for Vendor Setup

REPORT IN BRIEF

Considers approving a request by the Merced County Hispanic Chamber of Commerce for the closure and use of City Streets on Saturday, May 18, 2019, for the Third Annual Merced Cowboy/Vaquero 5-Kilometer and Kids/ Half-Mile Runs. The request seeks approval to close several streets in the Downtown area as well as a street closure for Vendor setup from 5:00 a.m. to 12:00 p.m.

RECOMMENDATION

City Council - Adopt a motion approving the street closures of W. Main Street (between H and Canal Streets), Canal Street (between W. Main Street and W. 18th Street), W. 18th Street (between Canal and Q Streets), Q Street (between W. 18th and W. 19th Streets), W. 19th Street (between Q and P Streets), P Street (between W. 19th and W. 20th Streets), W. 20th Street (between Q and P Streets), Q Street (between W. 20th and W. 21st Streets), W. 21st Street (between P and Q Streets), P Street (between W. 21st and W. 22nd Streets), W. 22nd Street (between P and Q Streets), Q Street (between W. 22nd and W. 23rd Streets), W. 23rd Street (between H and Q Streets), and H Street (between W. 23rd and W. Main Streets); and the closure of W. Main Street (between Canal and M Streets) for Vendor setup, as detailed in the staff report. The event will be held on Saturday, May 18, 2019, from 5:00 a.m. to 12:00 p.m. (event time from 7:30 a.m. to 11:30 a.m.), for the Merced Cowboy/Vaquero 5K and Kids' Half-Mile Runs, subject to the details and conditions outlined in the administrative staff report.

Mayor Pro Tempore MARTINEZ pulled this item to highlight the event.

President of the Hispanic Chamber of Commerce Rene GUTIERREZ and Committee Chair Annissa FRAGOSO discussed the Merced Cowboy/Vaquero Event.

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

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

No: 0

Absent: 1 - Council Member Blake

G. PUBLIC HEARINGS

G.1. **SUBJECT:** Public Hearing - Adoption of Resolution Identifying Sites Meeting the Definition of "School" per City of Merced Cannabis Regulations

REPORT IN BRIEF

Identifies locations meeting the definition of "school" per the direction of City Council in its approval of Ordinance 2498, which modifies the Zoning Ordinance pertaining to cannabis businesses. Locations identified in this Resolution are the only sites to be considered "schools" for the purpose of locating cannabis businesses; cannabis dispensaries must be more than 1,000 feet from schools and non-dispensary cannabis businesses must be more than 600 feet from schools.

RECOMMENDATION

City Council - Adopt a motion approving **Resolution 2019-12**, a Resolution of the City Council of the City of Merced, California establishing the City's official list of schools in accordance with the Merced Cannabis Regulations.

Principal Planner Michael HREN gave a slide show presentation on the Definition of "School" per City of Merced Cannabis Regulations.

Council and Mr. HREN discussed several schools that were provided on the "school list".

Mayor MURPHY opened the Public Hearing at 6:59 PM.

Teresa SALDIVAR-MORSE, Merced - gave Council information regarding private school listings.

Mayor MURPHY closed the Public Hearing at 7:02 PM.

Council and Mr. HREN continued discussing the list of schools.

A motion was made by Council Member Echevarria, seconded by Council Member McLeod, to approve the list of schools with the addition of Saint Paul's School, Grace Bishop School and Independence School on Yosemite Avenue. The motion carried by the following vote:

Aye: 5 - Mayor Murphy, Council Member McLeod, Council Member Serratto, Council Member Shelton, and Council Member Echevarria

No: 1 - Mayor Pro Tempore Martinez

Absent: 1 - Council Member Blake

H. REPORTS

H.1. **SUBJECT:** Report - Discussion and Timelines for Placing Charter Amendments and Ballot Measures on 2020 Elections

REPORT IN BRIEF

Considers placing Charter Amendments and different Ballot Measures on elections scheduled for 2020.

RECOMMENDATION

Provide staff with direction on placing Charter Amendments and/or ballot measures on either the March or November 2020 elections.

Assistant City Clerk John TRESIDDER and Assistant City Manager Stephanie DIETZ discussed the timelines for placing Charter Amendments and Ballot Measures for the 2020 Elections.

Council and Staff discussed Charter Amendments, forming a sub-committee, ballot measures, cash-flow, and reserves.

A motion was made by Council Member Serratto, seconded by Council Member McLeod, to direct staff to move forward with the Charter Amendments for the March Primary Ballot and the Measure C extension and Public Facilities for the November Ballot. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Blake

H.2. **SUBJECT:** Report - Housing Successor Expenditure Report and Property Disposition Options for Nine Properties Owned by the Housing Successor Agency (HSA), Approximate Balance of the LMI Housing Account, Dedicating \$1.2 Million for Childs Court Apartments and the Submission of the Fiscal Year 2017/18 SB 341 Report to the California Department of Housing and Community Development (HCD)

REPORT IN BRIEF

Presentation from RSG, Inc. on recommended options to spend Low and Moderate Income (LMI) Housing Asset Funds and dispose of vacant properties held by the City of Merced as Housing Successor to the former

Merced Redevelopment Agency based on available assets and activities to date.

RECOMMENDATION

City Council - Adopt a motion providing Housing Staff and RSG with input and direction on Housing Successor Expenditure and Disposition Options and receiving and submitting the Housing Successor Annual Report for Fiscal Year 2017-18 to the California Department of Housing and Community Development.

Housing Supervisor Mark HAMILTON and RSG Consultants Terra MATHEWS and Susie KIM gave a slide show presentation on the Housing Asset Fund Expenditure and Property Disposition Options.

Council, Ms. MATHEWS, and Finance Officer Venus RODRIGUEZ discussed the property value of lot 9, affordable housing projects in District 2, alternatives for affordable housing on lot 9, Habitat for Humanity, and the First Time Home Buyer Program.

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

Aye: 5 - Mayor Pro Tempore Martinez, Mayor Murphy, Council Member McLeod, Council Member Serratto, and Council Member Shelton

No: 1 - Council Member Echevarria

Absent: 1 - Council Member Blake

I. BUSINESS

I.1. SUBJECT: Mayor Pro Tempore Martinez's Request to Discuss the Cease Fire Program

REPORT IN BRIEF

This item is in response to Mayor Pro Tempore Martinez's request to discuss the Cease Fire Program pursuant to City Council Administrative Policies and Procedures C-1.

RECOMMENDATION

It is requested Council give staff direction on this item.

Mayor Pro Tempore MARTINEZ gave a slide show presentation on the Cease Fire Program.

Council and City Manager Steve CARRIGAN discussed Police and

Community relations.

Ronnie DEANDA, Merced - spoke on the Neighborhood Watch Program and bettering communication between the Community and the Police.

Isai PALMA, Merced - spoke on Police Officers speaking at different community and organization meetings to build relationships with the Community.

Alejandro CARRILLO, Merced - spoke on an advisory committee and building relationships between the Police and Community members.

A motion was made by Mayor Pro Tempore Martinez, seconded by Council Member Shelton, to direct staff to work with the Chief of Police to seek out ideas across the community and other cities to formulate a community outreach initiative and have the Police Chief and staff report back to Council. The motion carried by the following vote:

Aye: 5 - Mayor Pro Tempore Martinez, Mayor Murphy, Council Member McLeod, Council Member Serratto, and Council Member Shelton

No: 1 - Council Member Echevarria

Absent: 1 - Council Member Blake

I.2.

SUBJECT: Bicycle Advisory Commission Ex-Officio Appointment

REPORT IN BRIEF

Consider accepting nomination and appointing one individual as an ex-officio member to the Bicycle Advisory Commission.

RECOMMENDATION

City Council - Adopt a motion accepting a nomination and appointing one applicant to serve on the Bicycle Advisory Commission as an ex-officio member with a term expiration date of July 1, 2022.

A motion was made by Council Member McLeod, seconded by Council Member Serratto, to appoint Mitchell Vanagten as an Ex-Officio Member to the Bicycle Advisory Commission. The motion carried by the following vote:

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

No: 0

Absent: 1 - Council Member Blake

I.3. Request to Add Item to Future Agenda

There were no items added.

I.4. City Council Comments

Council Member MCLEOD spoke on the Taste of Mariposa event.

Council Member SERRATTO thanked everyone for their support.

Mayor Pro Tempore MARTINEZ reported on attending the Weaver Middle School award ceremony, the Grand Opening for Mix Bakery, and the Razzari Commercial Vehicle Grand Opening.

Council Member SHELTON reported on attending the Lao Family Association Recognition event, the SWAG Program Fundraiser Dinner, and toured District 6 with the City Manager and the Assistant City Manager.

Council Member ECHEVARRIA reported on touring District 2 with the City Manager and the Assistant City Manager.

Mayor MURPHY reported on attending a gathering with the American Leadership Forum.

J. CLOSED SESSION

Clerk's Note: Council adjourned to Closed Session at 9:11 PM.

J.1. **SUBJECT:** CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; California Department of Finance v. City of Merced, et al.; Sacramento County Superior Court Case No.34-2016-80002485; AUTHORITY: Government Code Section 54956.9(d)(1)

J.2. **SUBJECT:** CONFERENCE WITH LABOR NEGOTIATORS -- Agency Designated Representative: City Manager Steve Carrigan; Employee Organization: International Association of Fire Fighters, Local 1479. AUTHORITY: Government Code Section 54957.6

Clerk's Note: Council adjourned from Closed Session at 10:34 PM.

K. REPORT OUT OF CLOSED SESSION

There was no report.

L. ADJOURNMENT

Clerk's Note: Council adjourned from the Regular Meeting at 10:35 PM.

A motion was made by Mayor Pro Tempore Martinez, seconded by Council

**Member Serratto, to adjourn the Regular Meeting in memory of Douglas Mitchell.
The motion carried by the following vote:**

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

No: 0

Absent: 1 - Council Member Blake



ADMINISTRATIVE REPORT

Agenda Item G.6.

Meeting Date: 5/6/2019

Report Prepared by: Venus Rodriguez, Finance Officer

SUBJECT: Adoption of Resolution Regarding a Revenue Stabilization Fund Policy

REPORT IN BRIEF

Considers adopting a Resolution approving the Revenue Stabilization Fund Policy, which identifies the purpose, method of resource accumulation, maximum accumulation amounts and permissive uses for the Revenue Stabilization Fund.

RECOMMENDATION

City Council - Adopt a motion adopting **Resolution 2019-15**, A Resolution of the City Council of the City of Merced, California, adopting Revenue Stabilization Fund Policy.

ALTERNATIVES

1. Adopt as recommended by staff: or
2. Refer back to staff with specific direction

AUTHORITY

Merced Municipal Code Section 3.16.120 Administration of funds

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget

DISCUSSION

During the Fiscal Year 2016-2017 budget process the Revenue Stabilization Fund and the Economic Development Opportunity Fund were established. The intention in establishing these separate funds was to develop a City Council approved policy that would identify the purpose, how resources would accumulate, the maximum amounts to accumulate, and when the funds could be used.

The Revenue Stabilization Fund was established to have funds available to mitigate unanticipated General Fund revenue shortfalls or to provide revenue for emergency circumstances such as a natural disaster. This is in addition to the city's goal of maintaining the unassigned portion of the unrestricted General Fund balance at a minimum of the average of two months of revenue and expenditures as recommended by the Government Finance Officers Association (GFOA).

The Economic Development Opportunity Fund was established to provide the opportunity to take advantage of business development and/or job creation for significant capital investment.

On April 2, 2018, two policies were presented to the City Council for consideration. City Council adopted Resolution 2018-20, A Resolution of the City Council of the City of Merced, California, adopting Economic Development Opportunity Fund Policy. The City Council referred the Revenue Stabilization Fund Policy back to staff for two reasons. One, Staff was in the process of evaluating and recommending establishing a Trust 115 for Pension and it was unknown at that time how it might impact this funding source. Two, if the City Council determined to retain the Revenue Stabilization Fund they wanted to see some revisions to the policy language regarding the criteria for its use.

On January 7, 2019 the City Council adopted Resolution 2019-04, A Resolution of the City Council of the City of Merced, California, approving the adoption of the Public Agencies Post-Employment Benefits Trust Administered by Public Agency Retirement Services. On February 19, 2019 staff presented the City Council with options of funding the Trust 115. One of the options was to dissolve the Revenue Stabilization Fund and place the accumulated resources in the Trust 115. The City Council voted to maintain the Revenue Stabilization Fund necessitating a policy be adopted.

The proposed policy states resources will accumulate up to a maximum of \$20,000,000. Resources will accumulate from the General Fund in amounts determined by the City Council or during the budget submission process. Per the proposed policy, the funds can be used if the City Council determines it is needed to maintain current levels of city services and programs, in order to meet the GFOA recommended minimum in the General Fund, and/or to sustain city services in the event of a catastrophic event. All expenditures from this fund will require City Council approval either at the specific use or as part of the annual budget.

Using the model initially developed when the Revenue Stabilization and Economic Development Opportunity Funds were created, staff is proposing the following in order to support three financial resources.

The budget submission for each year will include a recommendation for a General Fund contribution of the calculated 75% excess of prior year audited unreserved General Fund balance over the GFOA recommended minimum.

Example:

| | |
|--|------------------|
| Fiscal Year 15-16 audited unreserved fund balance at June 30 | \$8,659,009 |
| Fiscal Year 17-18 GFOA Recommended minimum | <u>6,681,022</u> |
| Excess over GFOA Minimum | 1,977,987 |
| Amount Rounded | 1,900,000 |
| | <u>75%</u> |
| 75% of Excess | \$1,425,000 |
| 40% of 75% excess to Revenue Stabilization | \$ 570,000 |
| 20% of 75% excess to Economic Development Opportunity | 285,000 |
| 40% of 75% excess to Trust 115 for Pension | <u>570,000</u> |
| Total | \$1,425,000 |

IMPACT ON CITY RESOURCES

No Appropriation of Funds is needed at this time.

ATTACHMENTS

1. Resolution-Revenue Stabilization Fund Policy
2. Originally proposed Revenue Stabilization Fund Policy

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
ADOPTING REVENUE STABILIZATION FUND
POLICY**

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

SECTION 1. That certain document entitled, “Revenue Stabilization Fund Policy” is hereby adopted as the official revenue stabilization fund policy for the City of Merced.

SECTION 2. The City Manager and Finance Officer are hereby authorized and directed to comply with the Revenue Stabilization Fund Policy effective immediately.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the _____ day of _____ 2019, by the following vote:

AYES: Council Members:

NOES: Council Members:

ABSENT: Council Members:

ABSTAIN: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

Spencer A. Noh 4-9-19
City Attorney Date

Revenue Stabilization Fund

Name of fund.

There is created and established within the budget of the City of Merced a fund to be known as the "Revenue Stabilization Fund."

Purpose of fund.

The purpose of the Revenue Stabilization Fund is to identify, reserve, and accumulate General Fund resources in order to mitigate impacts of future unanticipated General Fund revenue shortfalls, budgetary imbalances, shortages in working capital, and to provide revenue for emergency or other exigent circumstances. This is in addition to the city's goal of maintaining the unassigned portion of the unrestricted General Fund fund balance at a minimum of the average of two months of revenue and expenditures as recommended by the Government Finance Officers Association (GFOA). The resources in the General Fund Revenue Stabilization Fund shall accumulate for year to year until available reserves in the Revenue Stabilization Fund equal \$20,000,000.

Sources of resources.

- (1) There shall be deposited into the Revenue Stabilization Fund contributions from the General Fund in amounts determined by the city council.
- (2) The budget submission for each year shall include a recommendation for a General Fund contribution, which is calculated as 50% of the 75% excess of prior year audited unreserved General Fund balance over the GFOA recommended minimum.

Example:

| | |
|--|------------------|
| Fiscal Year 15-16 Audited unreserved fund balance at June 30 | \$8,659,009 |
| Fiscal Year 17-18 GFOA Recommended minimum | <u>6,681,022</u> |
| Excess over GFOA Minimum | 1,977,987 |

| | |
|------------------------------|-------------------|
| Amount Rounded | 1,900,000 |
| | <u>75%</u> |
| 75% of Excess | 1,425,000 |
| | <u>40%</u> |
| 40% to Revenue Stabilization | \$ <u>570,000</u> |

Use of fund.

- (1) Expenditures from this fund shall be used only for the following purposes:
 - a. If the City Council requires the use of such resources to maintain current levels of city services and programs.
 - b. If it is needed to meet the city's goal of maintaining the unassigned portion of the unrestricted General Fund fund balance at a minimum of the average of two months of

revenue and expenditures as recommended by the GFOA, determined during the annual budget process.

- c. To sustain city services in the event of a catastrophic event such as a natural/manmade disaster (e.g., earthquake, windstorm, flood, terrorist attack, etc.)
- (2) All expenditures from this fund shall require prior city council approval, unless previously specifically authorized by the city council for expenditure in the annual budget.

Fund Manager.

The Finance Officer or designee shall administer the Revenue Stabilization Fund within the financial management system, and shall serve as the fund manager.

Revenue Stabilization Fund

Name of fund.

There is created and established within the budget of the City of Merced a fund to be known as the "Revenue Stabilization Fund."

Purpose of fund.

The purpose of the Revenue Stabilization Fund is to identify, reserve, and accumulate General Fund resources in order to mitigate impacts of future unanticipated General Fund revenue shortfalls, budgetary imbalances, shortages in working capital, and to provide revenue for emergency or other exigent circumstances. This is in addition to the city's goal of maintaining the unassigned portion of the unrestricted General Fund fund balance at a minimum of the average of two months of revenue and expenditures as recommended by the Government Finance Officers Association (GFOA). The resources in the General Fund Revenue Stabilization Fund shall accumulate for year to year until available reserves in the Revenue Stabilization Fund equal \$20,000,000.

Sources of resources.

- (1) There shall be deposited into the Revenue Stabilization Fund contributions from the General Fund in amounts determined by the city council.
- (2) The budget submission for each year shall include a recommendation for a General Fund contribution, which is calculated as 50% of the 75% excess of prior year audited unreserved General Fund balance over the GFOA recommended minimum.

Example:

| | |
|--|-------------------|
| Fiscal Year 15-16 Audited unreserved fund balance at June 30 | \$8,659,009 |
| Fiscal Year 17-18 GFOA Recommended minimum | <u>6,681,022</u> |
| Excess over GFOA Minimum | 1,977,987 |
| Amount Rounded | 1,900,000 |
| | <u>75%</u> |
| 75% of Excess | 1,425,000 |
| | <u>50%</u> |
| 50% to Revenue Stabilization | \$ <u>712,500</u> |

Use of fund.

- (1) Expenditures from this fund shall be used only for the following purposes:
 - a. If the City Council declares a fiscal hardship, requiring the use of such resources to maintain current levels of city services and programs. For purposes of this section, a "fiscal hardship" shall be deemed to occur whenever the City Manager, in the proposed budget for a fiscal year, projects a level of General Fund structural revenues that will result in a 1 percent or greater reduction in funding for general City services, as compared to the base budget that would be needed to maintain existing services. For purposes of this section, the phrase "base budget" means the projected on-going costs

needed to maintain the same level of General Fund operations as the prior fiscal year's budget.

- b. To sustain city services in the event of a catastrophic event such as a natural/manmade disaster (e.g., earthquake, windstorm, flood, terrorist attack, etc.)
- (2) All expenditures from this fund shall require prior city council approval, unless previously specifically authorized by the city council for expenditure in the annual budget.

Fund Manager.

The Finance Officer or designee shall administer the Revenue Stabilization Fund within the financial management system, and shall serve as the fund manager.



ADMINISTRATIVE REPORT

Agenda Item G.7.

Meeting Date: 5/6/2019

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

SUBJECT: Adoption of Resolution Approving the Final Map for Bellevue Ranch West, Village 12, Lot A - Final Map No. 5371 Consisting of Approximately 5.88 Acres Subdivided into 43 Single-Family Lots and Approval of the Attendant Subdivision Improvement Agreement

REPORT IN BRIEF

Considers approval of Final Map No. 5371 for Bellevue Ranch West, Village 12, Lot A for 43 single-family lots on approximately 5.88 acres, generally located at the southwest corner of M Street and Arrow Wood Drive (extended), and approval of the Subdivision Agreement.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving **Resolution 2019-16**, a Resolution of the City Council of the City of Merced, California, approving the final subdivision map for the Bellevue Ranch West, Village 12, Lot A Subdivision (No.5371); and,
- B. Approving the subdivision agreement for Bellevue Ranch West, Village 12, Lot A; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute the subdivision agreement.

ALTERNATIVES

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

AUTHORITY

Chapter 24 of Title 18, Subdivisions, of the Merced Municipal Code (MMC) deals with final maps. Section 18.24.120 gives the City Council authority to approve the final map and agreements as long as it is consistent with the Tentative Map.

DISCUSSION

The proposed subdivision (Bellevue Ranch West, Village 12, Lot A), is located at the southwest corner of M Street and Arrow Wood Drive (extended) (Attachment 1). This site was part of the General Plan Amendment and Site Utilization Plan Revision approved by the City Council on September 18, 2018, which changed the designation of this site from Open Space/Park (OS) to Low/Medium Density Residential (LMD) and designated 5.0 acres on the north side of Arrow Wood Drive adjacent to the school site as a Park.

This subdivision consists of 5.88 acres being subdivided into 43 single-family lots. The lots range in size from approximately 4,300 square feet to approximately 7,600 square feet (refer to the Final Map at Attachment 2).

The owner/developer, Stonefield Home, Inc., has substantially complied with the previously approved tentative map for this site (Tentative Map #1307), and has complied with the Conditions of Approval listed in Planning Commission Resolution #3099 (Attachment 3), adopted by the Planning Commission on August 8, 2018. The owner/developer has submitted an application for a final map approval in compliance with the Subdivision Map Act and City Subdivision Ordinance. It is now appropriate to approve the Final Map (Attachment 2) and Subdivision Agreement (Attachment 4).

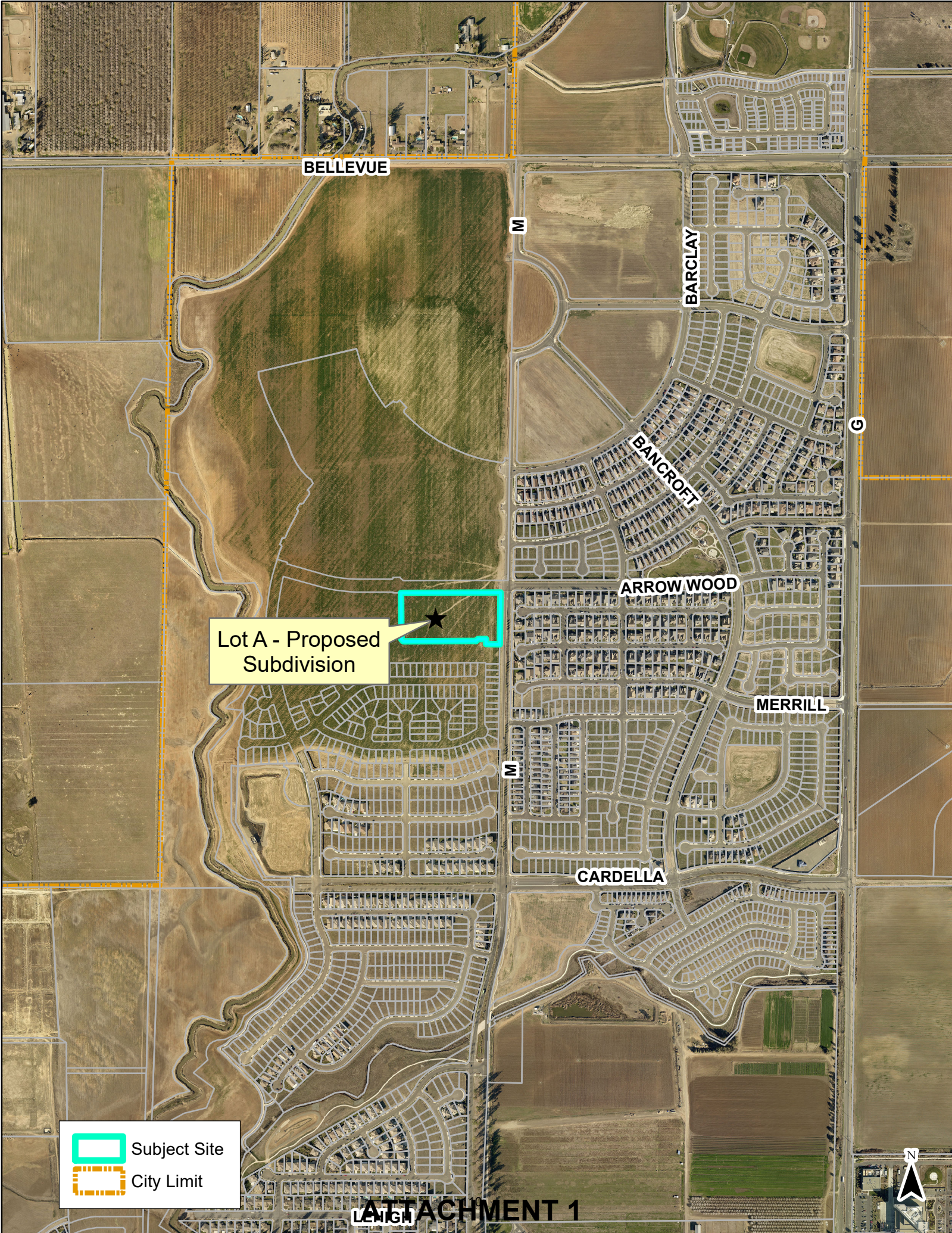
The subdivision was annexed into the Community Facilities District (CFD) for Services (CFD No. 2003-2) as part of Annexation No. 2 in 2005.

City Council Action

The proposed Final Subdivision Map substantially complies with the approved Tentative Map for this site (TSM #1307). Therefore, the City Council should adopt the Resolution found at Attachment 5 approving Final Map #5371 for Bellevue Ranch West, Village 12, Lot A and approve the Subdivision Agreement (Attachment 4) for Bellevue Ranch West, Village 12, Lot A.

ATTACHMENTS

1. Location Map
2. Final Subdivision Map #5371
3. Planning Commission Resolution #3099
4. Subdivision Agreement
5. Draft City Council Resolution approving Final Map #5371



BELLEVUE

M

BARCLAY

G

BANCROFT

ARROW WOOD

MERRILL

CARDELLA

M

Lot A - Proposed
Subdivision

 Subject Site

 City Limit

OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THE EXTERIOR BOUNDARY OF THE SUBDIVISION AS SHOWN ON THIS MAP, HEREBY CONSENT TO THE PREPARATION, AND RECORDED, OF THIS MAP, RELINQUISH ALL DIRECT RIGHTS OF ACCESS OF LOTS 24 THROUGH 43 TO AND FROM M STREET AND ARROW WOOD DRIVE, AND HEREBY IRREVOCABLY OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE AS AN EASEMENT, THE ROADS, STREETS, DRIVES, AND PUBLIC UTILITY EASEMENTS (PUE), AS SHOWN ON THIS MAP.

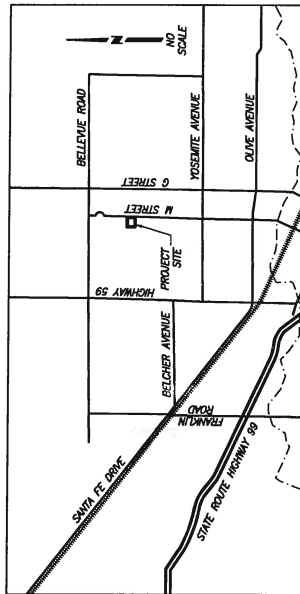
OWNER: STONEMFIELD HOME, INC., A CALIFORNIA CORPORATION
BY: CREG KOSTELER - PRESIDENT
DATE: _____

TRACT NO. xxxx
BELLEVUE RANCH WEST
VILLAGE 12 - LOT A

BEING A SUBDIVISION OF LOT A AS SHOWN ON BELLEVUE RANCH WEST, VILLAGE 12 - PHASE 1, FILED IN VOLUME 80 OF OFFICIAL PLATS, AT PAGES 1 TO 65, MERCED COUNTY RECORDS, LIVING IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA
AUGUST 2018



BENCHMARK ENGINEERING, INC.
915 17TH STREET, MODESTO, CALIFORNIA 95354



SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON THE INFORMATION FURNISHED TO ME BY THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. I HAVE EXAMINED THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AND THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, THAT THE SURVEY IS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MICHAEL HULTERMAN, L.S. 880
DATE: _____

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND IT COMPLES WITH ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

JOE M. CHAMBERS, P.L.S. 8851
DATE: _____

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND STATE THAT THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND THAT THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP. I HEREBY STATE THAT THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP. I HEREBY STATE THAT THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP.

STEVEN S. CARRIGAN, CITY ENGINEER
LICENSE #17289
DATE: _____

CITY CLERK'S CERTIFICATE:

I, STEVEN S. CARRIGAN, CITY CLERK OF THE CITY OF MERCED, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THIS MAP WAS APPROVED AT A REGULAR MEETING BY THE CITY COUNCIL OF THE CITY OF MERCED, STATE OF CALIFORNIA HELD ON THE _____ DAY OF _____, 20____, AND THAT THE CITY COUNCIL DID APPROVE THE MAP FOR THE PUBLIC ALL STREETS, COURTS, PUBLIC UTILITY EASEMENTS (PUE), SEVERAL EASEMENTS (SEE MAP) AND LANDSCAPE DOCUMENTS (L.D.) AND OTHER PUBLIC AREAS HEREIN SHOWN WITHIN THE BOUNDARIES OF THIS MAP.

STEVEN S. CARRIGAN, CITY CLERK
DATE: _____

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK _____ M.
IN VOLUME _____ OF OFFICIAL PLATS, AT PAGES _____, M.C.R.
AT THE REQUEST OF BENCHMARK ENGINEERING, INC.
FEE: _____
BARBARA J. LEVEY, COUNTY RECORDER
BY: _____, DEPUTY

RIGHT TO FARM STATEMENT:

PER MERCED COUNTY ORDINANCE NO. 1213:
THE PROPERTY DESCRIBED ON THE HEREIN SHOWN MAP IS IN THE VIOLENT OF LAND UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDENTS OF THIS PROPERTY MAY BE SUBJECT TO THE INCURRENCE OF DISCOMFORT, INCONVENIENCE OR DISCOMFORT FROM NORMAL, NECESSARY AGRICULTURAL OPERATIONS. THE USE OF AGRICULTURAL CHEMICALS, INCLUDING, BUT NOT LIMITED TO, PESTICIDES AND FERTILIZERS, AND FROM THE USE OF AGRICULTURAL OPERATIONS INCLUDING, BUT NOT LIMITED TO, FLOWING, SPRAYING, AND BURNING WHEN OCCASIONALLY MAY GENERATE DUST, SMOKE, NOISE, AND ODOR.
THE COUNTY OF MERCED HAS ESTABLISHED AGRICULTURE AS A PRIORITY USE IN AGRICULTURAL ZONES WHICH ARE OUTSIDE OF AN ESTABLISHED SPECIFIC URBAN DEVELOPMENT (SUP) BOUNDARY, RURAL RESIDENTIAL CENTER (RRC) BOUNDARY, AND RESIDENTS OF PROPERTY IN THE VICINITY OF SUCH AGRICULTURAL ZONES SHOULD BE PREPARED TO ACCEPT INCONVENIENCE OR DISCOMFORT FROM NORMAL, NECESSARY AGRICULTURAL OPERATIONS.

NOTARY STATEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA } S.S.
COUNTY OF _____
ON _____, 20____, BEFORE ME,
A NOTARY PUBLIC, PERSONALLY APPEARED _____

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME INSTRUMENT, AND THAT HE/SHE/IT/HEY WERE FULLY CAPABLE OF DOING SO AT THE TIME OF EXECUTION OF THE INSTRUMENT, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND
SIGNATURE: _____ COMMISSION NUMBER: _____
PRINCIPAL COUNTY OF BUSINESS: _____ MY COMMISSION EXPIRES: _____
DATE: 8/15/2018 12:33 FILE: M\128971\Survey Drawings\12 LOT A\12 LOT A CERT SHEET.dwg

REFERENCES:

- (A) GPS SURVEY CONTROL NETWORK, BOOK 27 OF SURVEYS, PAGES 43 TO 48, M.C.R.
- (B) BELLEVUE RANCH WEST, VILLAGE 12-PHASE 1, VOLUME XX OF OFFICIAL PLATS, PAGES 1 TO 6, M.C.R.
- (C) BELLEVUE RANCH WEST, VILLAGE 12-PHASE 5, VOLUME XX OF OFFICIAL PLATS, PAGES XX TO XX, M.C.R.
- (D) BELLEVUE RANCH WEST, VILLAGE 12-PHASE 7, VOLUME XX OF OFFICIAL PLATS, PAGES XX TO XX, M.C.R.

NOTES:

1. ALL BEARINGS AND DISTANCES SHOWN HEREIN ARE MEASURED UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
4. WITNESS CORNERS ARE SET ON THE LOT LINE OR EXTENSION THEREOF, AT THE DISTANCE NOTED.

SUBDIVISION SUMMARY:

| | |
|---------|------------|
| 43 LOTS | 4.72 ACRES |
| STREETS | 1.16 ACRES |
| TOTAL | 5.88 ACRES |

TRACT NO. 5363 **BELLEVUE RANCH WEST** **VILLAGE 12 - LOT A**

BEING A SUBDIVISION OF LOT G AS SHOWN ON BELLEVUE RANCH WEST, VILLAGE 12 - PHASE 5, FILED IN VOLUME XX OF OFFICIAL PLATS, AT PAGES TO , MERCED COUNTY RECORDS, LYING IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA JANUARY 2018

BENCHMARK ENGINEERING, INC.

915 17TH STREET, MODESTO, CALIFORNIA, 95354

LEGEND:

NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

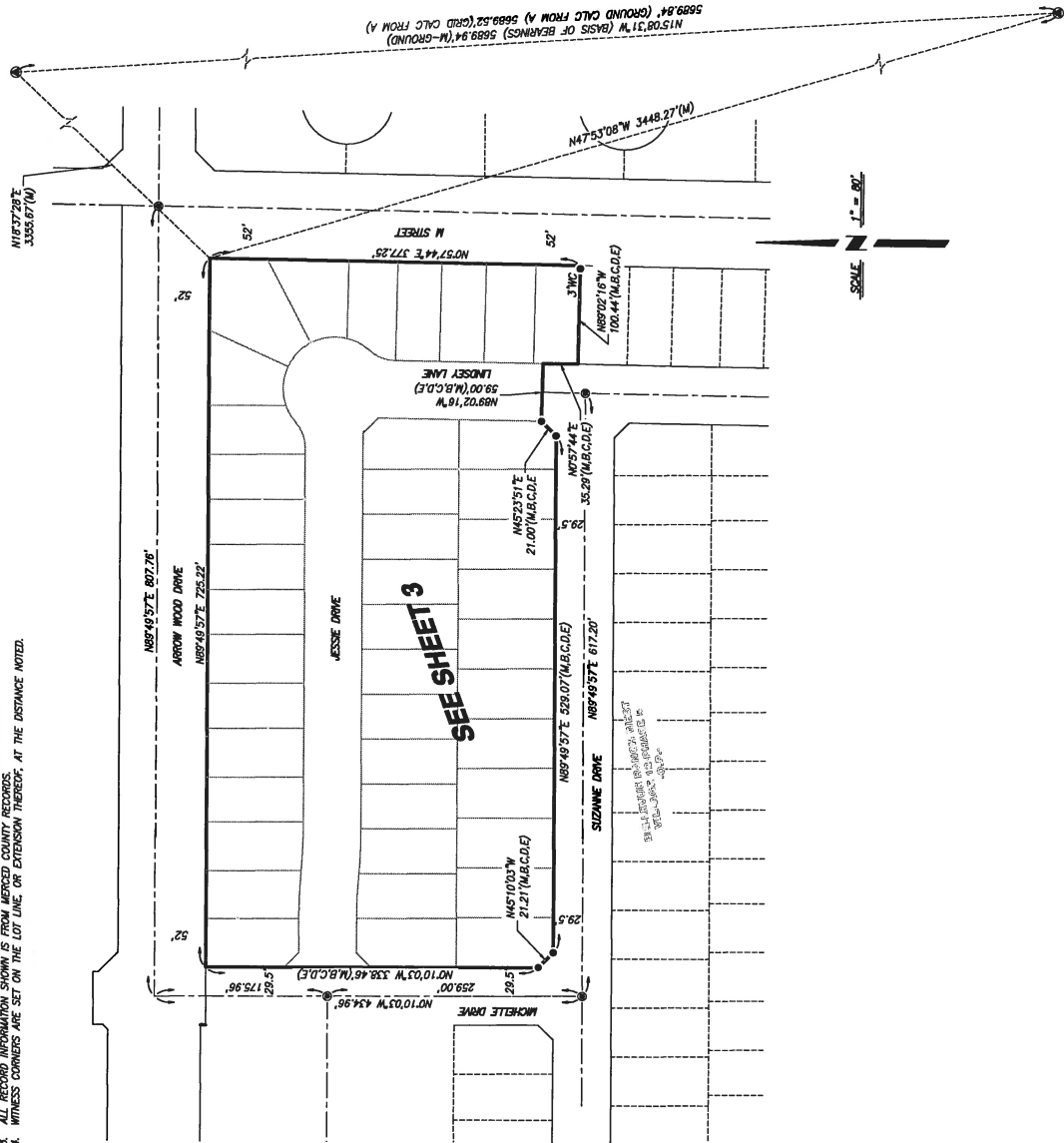
- FOUND MONUMENT PER (E) OR AS NOTED
- ⊙ FOUND MONUMENT IN MONUMENT WELL AS NOTED
- ⊙ FOUND GPS MONUMENT, AS SHOWN ON REF. A.
- SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
- SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
- SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 AT ALL LOT CORNERS AND LOT ANGLE POINTS, UNLESS NOTED AS A WITNESS CORNER

RESTRICTED ACCESS

- O.R. OFFICIAL RECORDS
- I.N. INSTRUMENT NUMBER
- D.N. DOCUMENT NUMBER
- R.S. RECORD OF SURVEY
- P.M. PARCEL MAP
- O.P. OFFICIAL PLATS
- (M) MEASURED ON THIS SURVEY
- (N) RADIAL BEARING
- S.F. SEARCHED, FOUND NOTHING
- P.U. PUBLIC UTILITY EASEMENT
- C42 CURVE TABLE REFERENCE
- L89 LINE TABLE REFERENCE
- M.C.R. MERCED COUNTY RECORDS
- CALC CALCULATED FROM REFERENCE LISTED
- WC WITNESS CORNER

BASIS OF BEARINGS:

A BEARING OF N15°08'31"W FOR THE LINE BETWEEN GPS MONUMENT 1049 AND GPS MONUMENT 1045 AS SHOWN ON THE GPS SURVEY CONTROL NETWORK FILE IN BOOK 27 OF SURVEYS, AT PAGES 27 TO 43, MERCED COUNTY RECORDS, WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.



CITY OF MERCED
Planning Commission

Resolution #3099

WHEREAS, the Merced City Planning Commission at its regular meeting of August 8, 2018, held a public hearing and considered **Tentative Subdivision Map #1307**, initiated by Benchmark Engineering, on behalf of Baxter Ranches, LLC, property owner. The application is a request to change the General Plan designation for approximately 5.88 acres of land at the southwest corner of M Street and Arrow Wood Drive from Open Space/Park (OS) to Low-Medium Density Residential (LMD) to allow the construction of 43 single-family lots and to change the General Plan designation for approximately 5 acres of land located west of M Street and north of Arrow Wood Drive from Low-Medium Density Residential (LMD) to Open Space/Park (OS). The Site Utilization Plan Revision would change the land use designation for the 5.88 acres at M Street and Arrow Wood Drive from “Park” to “Single-Family Residential” and change the designation for the approximately 5.0 acres west of M Street and north of Arrow Wood Drive from “Single-Family Residential” to “Park.” Vesting Tentative Subdivision Map #1307 would allow the subdivision of the 5.88 acres located at the southwest corner of M Street and Arrow Wood Drive into 43 single-family lots; also known as Assessor’s Parcel No. 224-030-018; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through L of Staff Report #18-16; and,

NOW THEREFORE, after reviewing the City’s Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report (EIR) for the Bellevue Ranch Master Development Plan (SCH#9212055)] remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and approve Vesting Tentative Subdivision Map #1307, subject to the Conditions set forth in Exhibit A attached hereto and incorporated herein by this reference.

PLANNING COMMISSION RESOLUTION # 3099

Page 2

August 8, 2018

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

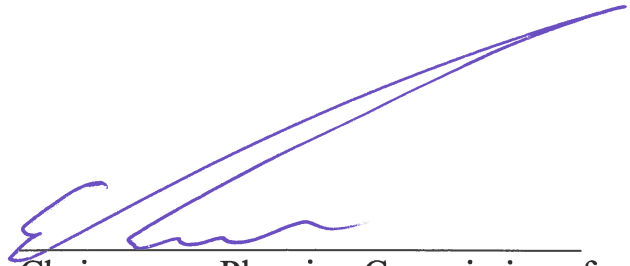
AYES: Commissioner(s) Drexel, Harris, Martinez, Padilla, Rashe, and
Chairperson Dylina

NOES: Commissioner(s) None

ABSENT: Commissioner(s) None

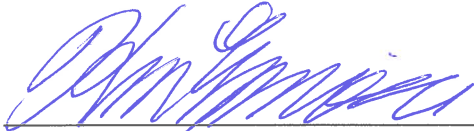
ABSTAIN: Commissioner(s) Camper

Adopted this 8th day of August 2018



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Attachment:

Exhibit A – Conditions of Approval

Conditions of Approval
Planning Commission Resolution # 3099
Vesting Tentative Subdivision Map # 1307

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (VTSM #1307), - Attachment D of Staff Report #18-16, except as modified by the conditions.
2. The approval of the VTSM #1307 is subject to City Council approval of General Plan Amendment #18-01 and Site Utilization Plan Revision #13 to P-D #42 and will not become effective until the date of the City Council approval.
3. All conditions contained in Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions") shall apply.
4. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
5. All previously adopted conditions, mitigation measures, and guiding principles contained in Appendices D, E, and F of the Bellevue Ranch Master Development Plan (BRMDP) adopted by the Merced City Council on May 15, 1995, which are applicable to this project, shall apply to this tentative map and all subsequent final maps, improvement plans, building permits, and discretionary approvals.
6. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
7. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3099

governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

8. 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.
9. Should any conflicts arise between the tentative map conditions contained herein and those conditions, mitigation measures, and guiding principles contained in the BRMDP, Appendices D, E, and F, or any other pertinent Sections/Appendices of the BRMDP, said conditions, mitigation measures, guiding principles, and sections/appendices shall take precedence.
10. All public improvements shall be provided along all new roadways and any damaged or missing improvements along M Street within the project area's frontage shall be repaired/replaced.
11. Developer shall construct full public improvements (including, but not limited to, curb and gutter, pavement, sidewalk and one drive approach per lot, street lights, landscaping, and utilities) on all new streets.
12. Fire hydrants shall be installed along street frontages to provide fire protection to the area. The hydrants shall meet all City of Merced standards and shall comply with all requirements of the City of Merced Fire Department. Final location of the fire hydrants shall be determined by the Fire Department.
13. Unless another funding mechanism is put into place, a fee of \$861 per dwelling unit shall be collected at time of building permit issuance to fund the future construction of the bridge at Fahrens Creek and Bellevue Road. This fee is in addition to all other permit and impact fees.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3099

14. Prior to recordation of a final map, the dedication of Lot A as a park shall be vacated by the City. The applicant shall submit an application to the Planning Department to initiate this process.
15. The project shall comply with all the Post Construction Standards required to comply with state requirements for the City's Phase II MS-4 Permit (Municipal Separate Storm Sewer System).
16. The project shall comply with all requirements of the California Building Code and all flood requirements of the Federal Emergency Management Agency (FEMA). All necessary documentation related to the construction of the residential uses shall be provided at the building permit stage.
17. Prior to the recording of a final map, proper documentation shall be provided to the satisfaction of the City Engineer, showing how storm water will be managed on the site and directed to the City's storm water system. Storm water shall be collected on-site and metered into the City's system. The developer shall provide calculations to confirm there is capacity in the existing storm water system to serve the proposed project. If there is not sufficient capacity, the developer shall provide an alternative to using the existing lines and drainage basin.
18. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
19. Prior to final inspection of any home, all front yards and side yards exposed to public view shall be provided with landscaping to include, ground cover, trees, shrubs, and irrigation in accordance with Merced Municipal Code Section 20.36.050. Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or City mandated water regulations dealing with the current drought conditions. All landscaping shall comply with the City's Water Efficient Landscape Ordinance (MMC Section 20.36.030).
20. Provide all utility services to each lot, including sanitary sewer, water, electric power, gas, telephone, and cable television. All new utilities are to be undergrounded.

EXHIBIT A
OF PLANNING COMMISSION RESOLUTION #3099

21. Install appropriate street name signs and traffic control signs with locations, names, and types approved by the City Engineer.
22. Developer shall provide construction plans and calculations for all landscaping and public maintenance improvements. All such plans shall conform to City standards and meet approval of the City Engineer.
23. Per the BRMDP, all exterior building materials shall consist of stucco, masonry, or architectural grade wood siding, and roofing materials shall consist of tile, wood shake (with acceptable fire rating), and architectural composition shingles.
24. The building facades shall be of high quality design providing varied elevations and color schemes. All designs shall be consistent with the requirements of the BRMDP and Planned Development (P-D) #42.
25. At the building permit stage, the site plans for each lot shall include a minimum 3-foot by 6-foot concrete pad located in the side yard or backyard for the storage of 3 refuse containers.
26. All dwellings shall be designed to include fire sprinklers as required by the California Fire Code.
27. All garages shall have a minimum setback of 20 feet measured from the property line or back of sidewalk, whichever is closest to the front of the garage. Per the BRMDP, the setback for the living area portion of the house may be reduced to 15 feet and shall also be measured from the property line or back of sidewalk, whichever is closest to the living area portion of the house. Lot coverage shall not exceed 45% for all lots 6,000 square feet or larger and 55% for lots less than 6,000 square feet.
28. All mechanical equipment shall be screened from public view.
29. No residential driveways shall front any arterial or collector street.
30. A 6-foot-tall masonry wall and a minimum 10-foot-wide landscape strip shall be installed along M Street and Arrow Wood Drive consistent with the requirements of the Bellevue Ranch Master Development Plan.

RECORDING REQUESTED BY:

City of Merced, A California
charter municipal corporation

WHEN RECORDED MAIL TO:

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

**Exempt Recording Per Gov't
Code Section 6103**

(Above for Recorder's Use Only)

DOCUMENT TITLE

**SUBDIVISION AGREEMENT WITH CONTINUING COVENANTS
(CFD CONDITION)**

A SUBDIVISION AGREEMENT BETWEEN THE CITY OF MERCED
AND STONEFIELD HOME, INC., A CALIFORNIA CORPORATION,
FOR BELLEVUE RANCH WEST, LOT A
TO BE RECORDED CONCURRENTLY WITH THE FINAL MAP
FILED THIS ____ DAY OF _____ 2019, AT _____.M.
IN BOOK _____ OF OFFICIAL PLATS, AT PAGES _____,
MERCED COUNTY RECORDS

SUBDIVISION AGREEMENT (Bonds as Security)

THIS AGREEMENT, made and entered into _____, 2019, between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Stonefield Home, Inc., a California Corporation, hereinafter called "Subdivider," relates to the installation of improvements within Bellevue Ranch West, Lot A, a subdivision of real property within the corporate limits of "City."

RECITALS

A. The Planning Commission of City, on August 8, 2018, adopted Resolution No. 3099 approving the tentative map of the above mentioned subdivision.

B. Subdivider has submitted for approval the final map of said subdivision in full compliance with State Law and City subdivision ordinances. Final Map Application Number 5371 was submitted by the subdivider on November 6, 2018. A complete Final Map Application (including all bonds and insurance) was filed with the City on _____, 201__.

C. Section 18.24.100 of the Merced Municipal Code requires certain improvements within said subdivision.

D. Improvement plans for said subdivision have been approved by the City.

E. The "Subdivision Map Act" and Section 18.24.150 of the Merced Municipal Code require certain security to guarantee the installation of said improvements.

F. Inspection fees required in accordance with Section 18.24.110 of the Merced Municipal Code have been paid.

G. This property was annexed into the City's Community Facilities District (CFD) for Services No. 2003-2 as part of Annexation No. 2. This property is identified as Improvement Area (IA) No. 7.

Based upon the foregoing recitals, and in consideration of the mutual covenants, promises, and agreements herein contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto mutually agree as follows:

AGREEMENT

1. AGREEMENT TO CONDITIONS IMPOSED

Subdivider, for himself and all successors thereto, acknowledges and agrees to all conditions imposed in the Planning Commission Resolution approving the Tentative Map as identified in Recital A above.

2. IMPROVEMENTS

A. Subdivider agrees to cause all improvements to be made and constructed in said subdivision within twelve (12) months of the date of City approval of this Agreement, in full compliance with the requirements of approved Tentative Map, the Conditions of Approval thereto, and the City's "Standard Designs for Common Engineering Structures," and with the improvement plans approved by City and any changes or alterations in such work required by City, and to pay for any materials, provisions, or other supplies used in, upon, for, or about the performance of said work, and for any work or labor done thereon of any kind, and any amounts due under the Unemployment Insurance Act with respect to such work or labor.

B. The Subdivider may request an extension of time to complete the terms hereof. Such request shall be submitted to the City in writing no less than four (4) weeks before the expiration date hereof, and shall contain a statement of circumstances necessitating the extension of time. The City shall have the right to review the provisions of this Agreement, including the construction standards, cost estimate, and improvement security, and to require adjustments therein if any substantial change has occurred during the term hereof.

C. If the Subdivider fails or neglects to comply with the provisions of this Agreement, the City shall have the right at any time to cause said

provisions to be met by any lawful means, and thereupon recover from the Subdivider and/or his surety the full cost and expense incurred.

3. SECURITY—FILING OF THE SAME

The Subdivider shall file securities for this Agreement per Sections 66496 and 66499 of the Government Code as follows and as shown on Exhibit "A" attached hereto:

A. To secure faithful performance of this Agreement, security in an amount equal to one hundred (100%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

B. To secure payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment to them, security in an amount equal to fifty (50%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

C. To secure the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance of the work, security in an amount equal to fifteen (15%) percent of the estimated cost of the work as determined by the City shall be filed with the City prior to final acceptance of the work by the City.

D. To secure payment of the cost of setting of monuments, security in an amount equal to one hundred (100%) percent of the estimated cost of setting such monuments as determined by the City shall be filed with the City prior to the Final Map application being considered complete or action on the same by the City Council.

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

4. SECURITY—RELEASE OF THE SAME

Release of Securities shall be as follows:

A. Security given for faithful performance may be released thirty-five (35) days after recording Notice of Completion of the work provided that evidence of recording of the Notice of Completion has been furnished to the City, the City has finally accepted the work, and provided the security has been furnished to the City to guarantee and warrant the work for one (1) year following the date of such acceptance of the work.

B. Security securing the payment to the contractor, his subcontractors, and to persons furnishing labor, materials, or equipment may be released six (6) months after recording Notice of Completion provided no claims have been filed with the City in accordance with the Subdivision Map Act.

C. The security guaranteeing that the completed work remains satisfactory during the required one-year warranty period may be released upon correction, by Subdivider, of any defects in the work existing at the end of the warranty period.

D. Monument security may be released in accordance with the provisions of Section 66497 of the Government Code.

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

5. INSPECTION

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

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

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

6. FULFILLMENT OF CONDITIONS OF APPROVAL.

Condition of Approval No. 7 of Subdivider's Tentative Map requires Subdivider to have formed a CFD prior to obtaining approval of a Final Map for Subdivider's project. Bellevue Ranch West, including Village 12 was annexed into Community Facilities District No. 2003-2 (Services) as part of Annexation No. 2 approved by the Merced City Council on November 21, 2005. Therefore, this condition has been satisfied.

7. SAFETY

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

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

8. INDEMNITY

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

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

The Subdivider shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, Subdivider shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Subdivider's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Subdivider of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Subdivider shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

9. PREVAILING WAGES

Subdivider acknowledges that City has made no representation, express or implied, to Subdivider or any person associated with Subdivider regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). Subdivider agrees with City that Subdivider shall assume any and all responsibility and be solely responsible for determining whether or not laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

Subdivider, on behalf of itself, its successors, and assigns, waives and releases City from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, Subdivider acknowledges the protections of Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, Subdivider knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section

Initials of
City Manager



Initials of Authorized
Subdivider Representative

Subdivider shall indemnify, hold harmless and defend City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Subdivider, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of

Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this Agreement. Subdivider's defense of the City shall be provided by counsel reasonably acceptable to the City.

10. INSURANCE

Subdivider further agrees that before commencing any work pursuant to this Agreement, Subdivider shall obtain, and at all times prior to final acceptance of all improvements hereunder, keep in full force and effect, insurance coverage in such limits and amounts, and covering such risks as shall be acceptable to City.

All policies of insurance must be issued by a company that is either:

- (1) Admitted to transact insurance business in the State of California;
- (2) On the "LESLI List," i.e., the List of Eligible Surplus Line Insurers; or,
- (3) In the form of a risk retention group ("RRG") so long as the RRG contains at least \$750,000 in capital, has been in operation for at least one year, and the reinsurance agreement associated with the RRG contains AM Best A rated insurers with an attachment point of \$250,000 or less.

All insurance companies must have an A.M. Best's rating of at least A- and a financial size of IX or X. All required policies shall contain an endorsement adding the Indemnified Parties under the agreement, specifically including but are not limited to, the City, its officers, employees, and agents, as additional insureds. The required policies shall stipulate that this insurance will operate as primary insurance for work performed by Developer and its sub-contractors, and that no other insurance effected by City or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or

1990. The additional insured endorsement required hereunder must be issued using ISO form CG 20 10 11 85, or the same form with an edition date no later than 1990. In lieu of CG 20 10 11 85, City will accept alternate additional insured endorsements on ISO forms CG 20 10 10 01 and CG 20 37 10 01, but only if both forms are used together and provided to City. The minimum coverage and limits shall be as follows:

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

Subdivider shall, prior to commencement of construction work, furnish to City a certificate of insurance, which shall provide that the above insurance shall not be cancelled without thirty (30) days prior written notice to City. Prior to acceptance of the improvements, the Subdivider shall provide the City with a copy of the endorsements required herein.

11. AS-BUILTS

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

12. NOTICE OF COMPLETION

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

13. APPROVALS

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

14. SUCCESSORS AND ASSIGNS

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

15. WAIVER

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

16. VENUE

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

17. AMENDMENT

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

18. INTEGRATION

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

19. AUTHORITY TO EXECUTE

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

20. COUNTERPARTS

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

By: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

By: Prudha Q mmm 2-6-17
City Attorney Date

FUNDS/ACCOUNTS VERIFIED BY:

Finance Officer

Date

DEVELOPER:
STONEFIELD HOME, INC.,
A California Corporation

By: _____

Greg Hostetler

Its: President

Address: 923 E. Pacheco Blvd.
Suite C
Los Banos, CA 93665

Telephone: (209) 826-6200

32-0439641

Taxpayer I.D. Number

ACKNOWLEDGMENT

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

State of California

County of _____)

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

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

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

State of California

County of Merced

On February 14, 2019 before me, Regina A. Robles, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

Regina A. Robles

(Seal)

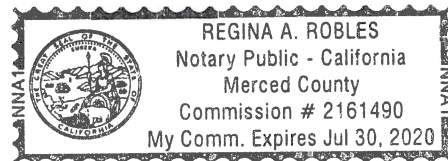


EXHIBIT A
Bellevue Ranch West, Lot A

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

| | Method 1 | | Method 2 |
|--------------------------------------|-------------------------|----------------------------|-------------------------|
| | <u>Performance Bond</u> | <u>Labor/Material Bond</u> | <u>Letter of Credit</u> |
| Subdivision | \$437,197.31 | \$218,598.66 | \$524,636.77 |
| Improvements, Including monuments | | | |
| One-Year Warranty | \$65,579.60 | | \$65,579.60 |

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MERCED, CALIFORNIA,
APPROVING THE FINAL SUBDIVISION MAP
FOR THE BELLEVUE RANCH WEST, VILLAGE
12, LOT A SUBDIVISION (#5371)**

WHEREAS, a Tentative Subdivision Map for the Bellevue Ranch West, Village 12, Lot A Subdivision was approved on August 8, 2018, by the Planning Commission; and,

WHEREAS, a Final Map conforming to the approved Tentative Map has been filed with the City of Merced; and,

WHEREAS, the City Engineer has reviewed the Final Map and certified that the Final Map substantially conforms to the conditionally approved Vesting Tentative Subdivision Map; and,

WHEREAS, all required certificates on said Final Map have been signed and, where necessary, acknowledged; and,

WHEREAS, the City has determined that the Final Map is statutorily exempt from the California Environmental Quality Act (CEQA) Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MERCED DOES RESOLVE AS FOLLOWS:

SECTION 1. FINDINGS. The City Council finds and declares that:

1. The Final Map is statutorily exempt from the California Environmental Quality Act (CEQA), Statutory Exemptions, Title 14 of the California Code of Regulations Section 15268(b)(3) Ministerial Projects, Approval of Final Subdivision Maps.

2. The Final Map is in substantial compliance with the Tentative Map.
3. The discharge of waste from the proposed subdivision into the sewer system will not result in violation of existing requirements of the Water Quality Control Board.
4. The Final Map is consistent with applicable general and specific plans.
5. The design or improvement of the proposed subdivision is consistent with applicable general and specific plans.
6. The site is physically suitable for the proposed type of development.
7. The site is physically suitable for the proposed density of development.
8. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife of their habitat.
9. The design of the subdivision or the type of improvements are not likely to cause serious public health problems.
10. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.
11. An agreement has been entered into with the developer satisfactory to guarantee completion of public improvements within the subdivision.

SECTION 2. APPROVAL OF MAP. The City Council hereby approves the Final Map for the Bellevue Ranch West, Village 12, Lot A Subdivision, as shown on the map attached as Exhibit A and incorporated herein by this reference, and does hereby accept on behalf of the public all streets, courts, avenues, public

utility easements, public facility easements, and other public areas as shown on the map.

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ day of _____ 2019 by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: Rueda Ce Ntra 4-12-19
City Attorney Date

REFERENCES:

- (A) GPS SURVEY CONTROL NETWORK, BOOK 27 OF SURVEYS, PAGES 41 TO 48, M.C.R.
- (B) BELLEVUE RANCH WEST, VILLAGE 12-PHASE 1, VOLUME 80 OF OFFICIAL PLATS, PAGES 1 TO 6, M.C.R.
- (C) BELLEVUE RANCH WEST, VILLAGE 12-PHASE 2, VOLUME 22 OF OFFICIAL PLATS, PAGES 22 TO 23, M.C.R.
- (D) BELLEVUE RANCH WEST, VILLAGE 12-PHASE 3, VOLUME 24 OF OFFICIAL PLATS, PAGES 24 TO 25, M.C.R.

NOTES:

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.
4. WITNESS CORNERS ARE SET ON THE LOT LINE, OR EXTENSION THEREOF, AT THE DISTANCE NOTED.

| SUBDIVISION SUMMARY: | |
|----------------------|------------|
| 43 LOTS | 4.72 ACRES |
| STREETS | 1.16 ACRES |
| TOTAL | 5.88 ACRES |

TRACT NO. 5363 BELLEVUE RANCH WEST VILLAGE 12 - LOT A

BEING A SUBDIVISION OF LOT 6 AS SHOWN ON BELLEVUE RANCH WEST, VILLAGE 12 - PHASE 5, FILED IN VOLUME OF OFFICIAL PLATS, AT PAGES TO MERCED COUNTY RECORDS, LYING IN SECTION 6, TOWNSHIP 7 SOUTH, RANGE 14 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA
JANUARY 2018

BENCHMARK ENGINEERING, INC.

915 17TH STREET, MODESTO, CALIFORNIA, 95354

LEGEND:

NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

- FOUND MONUMENT PER (C) OR AS NOTED
- FOUND MONUMENT IN MONUMENT WELL AS NOTED
- FOUND GPS MONUMENT, AS SHOWN ON REF. A.
- SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
- SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
- SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 AT ALL LOT
- CORNERS, AND LOT ANGLE POINTS, UNLESS NOTED AS A WITNESS CORNER

===== RESTRICTED ACCESS

O.R. OFFICIAL RECORDS

L.H. INSTRUMENT NUMBER

D.H. DOCUMENT NUMBER

R.S. RECORD OF SURVEY

P.M. PARCEL MAP

O.P. OFFICIAL PLATS

(M) MEASURED ON THIS SURVEY

(P) ADJACENT BOUNDARY

S.F. SEARCHED, FOUND NOTHING

P.U. PUBLIC UTILITY EASEMENT

C.R. CURVE TABLE REFERENCE

L.R. LINE TABLE REFERENCE

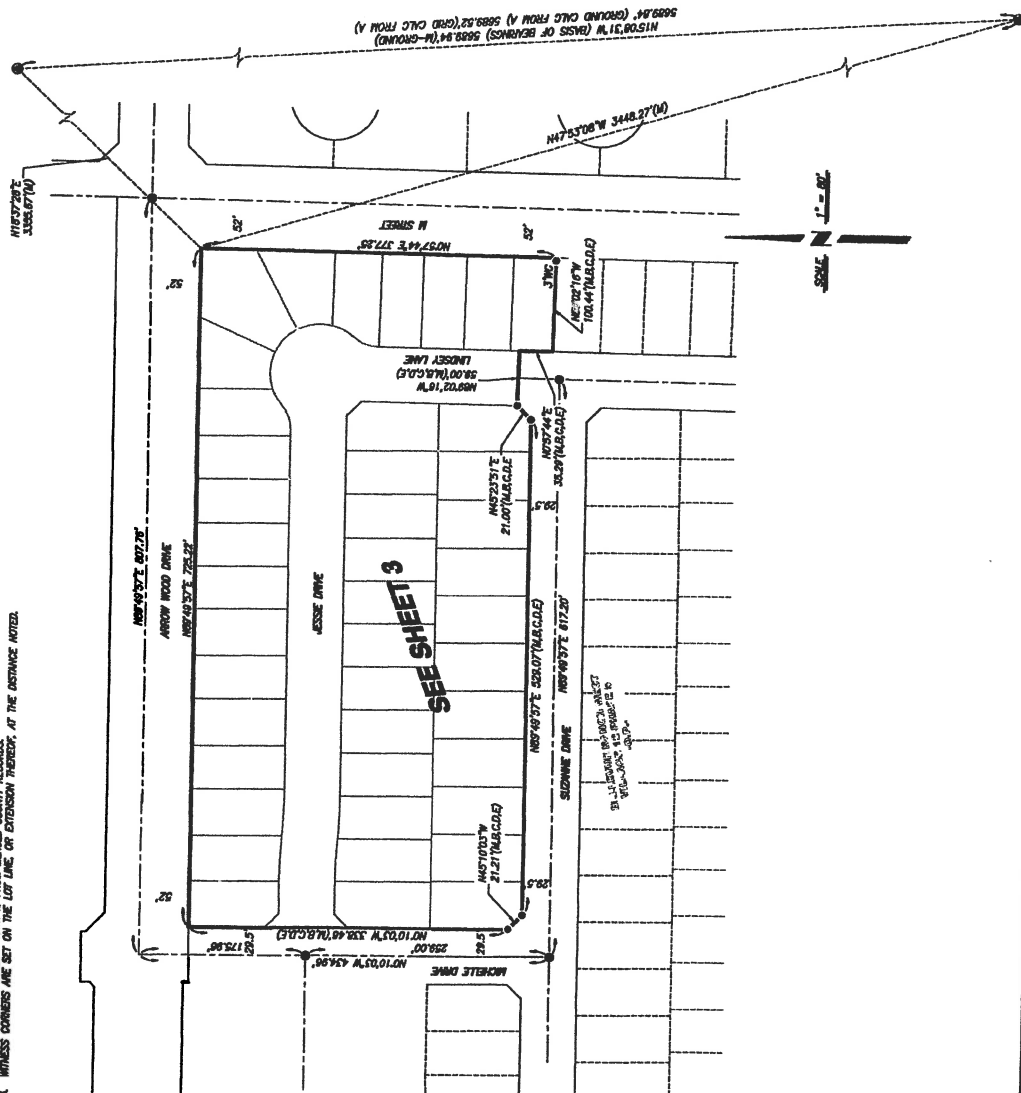
M.C.R. MERCED COUNTY RECORDS

C.A.C. CALCULATED FROM REFERENCE LISTED

W.C. WITNESS CORNER

NOTES:

A BEARING OF N107°31'W FOR THE LINE BETWEEN GPS/ODS MONUMENTS AND GPS/ODS MONUMENT 1000 AS SHOWN ON THE GPS SURVEY CONTROL NETWORK, BOOK 27 OF SURVEYS, AT PAGES 41 TO 48, M.C.R. WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.





ADMINISTRATIVE REPORT

Agenda Item G.8.

Meeting Date: 5/6/2019

Report Prepared by: Stephanie Dietz, Assistant City Manager

SUBJECT: Approval of the Arts and Culture Advisory Commission Recommendation for the Use of the \$3,000 PG&E Corporation Foundation Grant for the Bob Hart Square Project and G Street Undercrossing Maintenance Project

REPORT IN BRIEF

The City Manager's Office is requesting that the City Council adopt a motion approving the recommendation of the Arts and Culture Advisory Commission for the use of the \$3,000 PG&E Corporation Foundation Grant for the Bob Hart Square Project and the G Street Undercrossing Maintenance Project.

RECOMMENDATION

City Council - Adopt a motion approving the Arts and Culture Advisory Commission's recommendation for the use of the \$3,000 PG&E Corporation Foundation Grant for the Bob Hart Square project and the G Street Undercrossing Maintenance project.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Sec. 200.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Budget

DISCUSSION

On November 19, 2018, the City Council accepted the PG&E Corporation Foundation Grant in the amount of \$3,000 with a commitment to engage with the proposed Arts and Culture Advisory Commission to identify a local project. In addition to accepting grant funding, the City Council also took action to appoint members to serve on the Arts and Culture Advisory Commission. The Commission held its first meeting on January 10, 2019 and began evaluating potential projects to recommend for the City Council's consideration.

On April 18, 2019, the Commission approved a recommendation to apply the \$3,000 grant equally between two projects: the Bob Hart Square project and the G Street Undercrossing Maintenance project. The Bob Hart Square project will allow for the concrete letters on the front of the planter box located at Bob Hart Square to be stained to match the tile and landscaping projects that were donated to the City. It is estimated that materials for the stain would cost approximately \$1,000. The G Street Undercrossing Maintenance project encompasses cleaning the murals within the undercrossing areas and allowing for minor restorative work. Staff estimate approximately \$500 for cleaning materials. Once the murals are clean, restoration costs will be further refined. UC Merced students have expressed an interest in providing labor to clean and help restore murals. Staff will work to secure volunteers to offset the overall cost of restoration.

Staff recommends that the City Council approve the recommendation as adopted by the Arts and Culture Advisory Commission to allow for work to begin on the identified projects. The PG&E Corporation Foundation Grant had been allocated to the City Manager's budget during the acceptance of the grant in November of 2018. Staff recommend retaining the funding in the City Manager budget and establishing separate projects to allow for expenditures to be tracked for each project. Should funds not be fully expended, staff will return to the Arts and Culture Advisory Commission and the City Council to establish a new project.

IMPACT ON CITY RESOURCES

There is no impact on City resources. Funding was previously allocated to the City Manger's budget, 001-0201-512-17-00 for use by the Arts and Culture Advisory Commission. A budget adjustment will be prepared upon approval, allocating \$1,500 to 119067 Art Cmsn-Bob Hart Square and \$1,500 to 119068 Art Cmsn-G St Undercrossing.



ADMINISTRATIVE REPORT

Agenda Item G.9.

Meeting Date: 5/6/2019

Report Prepared by: Michelle Reid, Recreation Supervisor

SUBJECT: Approval of Professional Services Agreement with Merced Area Sports Officials, Inc., for Officiating and Scorekeeping Services for Adult and Youth Sports Programs from April 2019 through April 2020 in the Amount of \$32,477

REPORT IN BRIEF

Considers approving an annual Professional Service Agreement with Merced Area Sports Officials for \$32,477 for officiating and scorekeeping services for adult and youth sports programs, including youth basketball and flag football and adult fall and summer softball and basketball.

RECOMMENDATION

City Council - Adopt a motion approving a Professional Services agreement with Merced Area Sports Officials in the amount of \$32,477 and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget and the 2019-20 Proposed Budget.

DISCUSSION

This is a renewal of the annual agreement with Merced Area Sports Officials (MASO) for providing officiating and score keeping services for all City's youth and adult recreation sport programs. Adult sports include summer and fall softball and men's basketball. Youth programming consists of Junior Warriors Basketball and NFL Flag Football. The recreational sports season starts in mid-April of 2019 and ends in April of 2020.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed. Funding is available within the FY 2018-19 adopted budget for the sport programs played through June 30, 2019. Funding for sports conducted on or after July 1, 2019, is included in the FY 2019-20 proposed budget and would be contingent upon City Council approval of the budget.

ATTACHMENTS

1. Merced Area Sports Officials Agreement
2. Merced Area Sports Officials Fees

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "City") and Merced Area Sports Officials, Inc., a California Non-Profit Corporation, whose address of record is 1933 Saratoga Court, Merced, California 95340-3316 (hereinafter referred to as "Consultant").

WHEREAS, City regularly provides sports programs for the citizens of the City of Merced; and

WHEREAS, Contractor represents that it possesses the professional skills and qualified personnel to provide officiating, scorekeeping and scheduling services in connection with said programs.

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

1. **SCOPE OF SERVICES.** The Consultant shall furnish the following services: Consultant shall provide the services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Parks and Community Services or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

2. **TIME OF PERFORMANCE.** All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.

3. **RESERVED.**

4. **COMPENSATION.** Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of Thirty-Two Thousand Four Hundred Forty-Seven Dollars (\$32,447.00).

5. **METHOD OF PAYMENT.** Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.

6. **RECORDS.** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. **CONSULTANT'S BOOKS AND RECORDS.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

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

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

9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, 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 Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement, 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 Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium.

g. Notwithstanding any language in this Agreement to the contrary, Consultant shall be entitled to be paid pursuant to the terms of this Agreement until Consultant has obtained the insurance required by this Section 10 and provided documentation of said insurance to the City. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

11. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is

based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.

12. **TERMINATION FOR CONVENIENCE OF CITY.** The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

13. **CONFORMANCE TO APPLICABLE LAWS.** Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

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

15. **INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS.** In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

16. **AMBIGUITIES.** This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

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

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

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

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

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

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

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: *Rachael A. Malm* *3-13-19*
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
MERCED AREA SPORTS OFFICIALS,
INC., A California Non-Profit
Corporation

BY: Mark Thompson
(Signature)

MARK THOMPSON
(Typed Name)

Its: PRESIDENT
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 77-0457318

ADDRESS: 1933 SARATOGA CT.
MERCED CA. 95340

TELEPHONE: (209) 777-8208

FAX: _____

E-MAIL: MASO_OFFICIALS-MT@ATT.NET

YOUTH SPORTS

JR WARRIORS BASKETBALL SEASON: JANUARY 20, 2020 - FEBRUARY 29, 2020

LEAGUE PLAY 8 WEEKS (includes practice weeks)

FEES

| | |
|----------------|---|
| REFEREES (| \$14.00 PER GAME |
| SCOREKEEPER | \$13.00 PER GAME (2020 MINIMUM WAGE RATE) |
| SCHEDULING FEE | \$100.00 |

GAMES PER SEASON

| | | | | |
|---------|---------------------------------|-------------------|---------------------------------|-------------------|
| PEE WEE | 15 GAMES X 1 REFEREE | = \$210 | 15 GAMES X 1 SCOREKEEPER | = \$195 |
| JV | 25 GAMES X 2 REFEREES (\$14/EA) | = \$700 | 25 GAMES X 2 S.KEEPERS(\$13/EA) | = \$650 |
| VARSITY | 25 GAMES X 2 REFEREES (\$14/EA) | = \$700 | 25 GAMES X 2 S.KEEPERS(\$13/EA) | = \$650 |
| | | <u>\$1,610.00</u> | | <u>\$1,495.00</u> |

TOTAL COST FOR JR. WARRIORS BASKETBALL

\$1,610.00 REFEREES
 \$1,495.00 SCOREKEEPERS
 \$100.00 SCHEDULING FEE

\$3,205.00

NFL FLAG FOOTBALL SEASON: SEPTEMBER 20, 2019 - NOVEMBER 2, 2019

LEAGUE PLAY 12 WEEKS (includes practice weeks)

FEES

| | |
|----------------|------------------|
| REFEREES (| \$14.00 PER GAME |
| SCHEDULING FEE | \$100.00 |

GAMES PER SEASON

| | |
|------------------|--|
| PEE WEE DIVISION | 25 GAMES X \$14 = \$350 X 2 REFEREES = \$700 |
| JV DIVISION | 25 GAMES X \$14 = \$350 X 2 REFEREES = \$700 |
| VARSITY DIVISION | 25 GAMES X \$14 = \$350 X 2 REFEREES = \$700 |

TOTAL COST FOR NFL FLAG FOOTBALL

\$2,100.00 REFEREES
 \$100.00 SCHEDULING FEE

\$2,200.00

EXHIBIT A

ADULT SPORTS

SUMMER SOFTBALL SEASON: APRIL 15, 2019 - JULY 19, 2019

LEAGUE PLAY 10 WEEKS
PLAYOFFS 2 WEEKS

| |
|---|
| No games scheduled on the following: Memorial Day (May 27, 2019) Graduation Week (June 3 - 7, 2019) July 4th Week (July 1 - 5, 2019) |
|---|

GAMES PER SEASON

34 GAMES PER WEEK X 10 WEEKS = 340 GAMES
51 PLAYOFF GAMES
391 TOTAL SUMMER GAMES

FEES

UMPIRE \$24.00 PER GAME
SCHEDULING FEE \$750.00

TOTAL COST FOR SUMMER SOFTBALL

391 games x \$24/per game=\$9,384.00

\$9,384.00 UMPIRE

\$750.00 SCHEDULING FEE

\$10,134.00

FALL SOFTBALL SEASON: AUGUST 19, 2019 - NOVEMBER 1, 2019

LEAGUE PLAY 8 WEEKS
PLAYOFFS 2 WEEKS

| |
|--|
| No games scheduled on the following: Labor Day Week (September 2 - 6, 2019) |
|--|

GAMES PER SEASON

33 GAMES PER WEEK X 8 WEEKS = 264 GAMES
45 PLAYOFF GAMES
309 TOTAL SUMMER GAMES

FEES

UMPIRE \$24.00 PER GAME
SCHEDULING FEE \$750.00

TOTAL COST FOR FALL SOFTBALL

309 games x \$24/per game=\$7,416.00

\$7,416.00 UMPIRE

\$750.00 SCHEDULING FEE

\$8,166.00

EXHIBIT A

ADULT SPORTS

ADULT BASKETBALL SEASON: JANUARY 12, 2020 - APRIL 5, 2020

LEAGUE PLAY 10 WEEKS
PLAYOFFS 2 WEEKS

No games scheduled on the following:
Super Bowl Sunday (February 2, 2020)

GAMES PER SEASON

12 GAMES PER WEEK X 10 WEEKS = 120 GAMES
18 PLAYOFF GAMES
138 TOTAL GAMES

FEES

REFEREES (2 PER GAME) \$23.00 PER GAME EACH
SCOREKEEPER \$13.00 PER GAME (2020 MINIMUM WAGE RATE)
SCHEDULING FEE \$600.00

TOTAL COST FOR FALL SOFTBALL

138 games x \$23/per game=\$3,174 x 2 officials = \$6,348
138 games x \$13/per game (one scorekeeper) = \$1,794

\$6,348.00 REFEREES
\$1,794.00 SCOREKEEPERS
\$600.00 SCHEDULING FEE

\$8,742.00

| | |
|-----------------------|-------------|
| YOUTH BASKETBALL | \$3,205.00 |
| YOUTH FOOTBALL | \$2,200.00 |
| ADULT SUMMER SOFTBALL | \$10,134.00 |
| ADULT FALL SOFTBALL | \$8,166.00 |
| ADULT BASKETBALL | \$8,742.00 |
| | \$32,447.00 |

EXHIBIT A

MASO SOFTBALL

- 1. Contractor shall be skilled in the rules and regulations of men's, women's and coed slow-pitch softball.**
- 2. All umpires will have to be officially certified by the Softball Governing Body of the City's choice in order to umpire City of Merced adult softball league and playoff games. No exceptions.**
- 3. Rookie umpires should be paired with a veteran umpire at all times.**
- 4. Umpires will be on time and in the correct uniform.**
- 5. The City of Merced reserves the right to bring any umpire before the MASO board for any reason. The umpire in question will be suspended until the MASO board resolves the matter. All MASO board decisions are final.**
- 6. Contractor shall provide the City of Merced an active roster (names and phone numbers) of all umpires, upon request.**

MASO YOUTH FLAG FOOTBALL

1. Contractor shall be skilled in the rules and regulations of NFL Youth Flag Football.
2. The City of Merced will not compensate any referees in training. The Contractor may train referees in league play via the “shadowing technique”.
3. Rookie referees are not allowed to referee games alone. Rookie referees must be paired with a veteran referee at all times. No exceptions.
4. Referees will be on time and in the correct uniform.
5. The City of Merced reserves the right to exclude any referee from the league for the good of the program.
6. Contractor shall provide the City of Merced with an active roster for all referees.
7. Contractor will notify the City of Merced of any changes or additions to their referee roster immediately.

MASO BASKETBALL

- 1. Contractor shall be skilled in the rules and regulations of basketball.**
- 2. All referees will have to be trained in NCAA (adult league) rules in order to referee in City of Merced basketball league. No exceptions.**
- 3. Rookie referees should be paired with a veteran referee at all times.**
- 4. Referees will be on time and in the correct uniform.**
- 5. The City of Merced reserves the right to bring any referee and/or scorekeeper before the MASO board for any reason. The referee and/or scorekeeper in question will be suspended until the MASO board resolves the matter. All MASO board decisions are final.**
- 6. Contractor shall provide the City of Merced an active roster (names and phone numbers) of all referees and scorekeepers upon request.**
- 7. Contractor will invoice City single time rate for any basketball games that are done using single mechanics. It is understood that Contractor will pay ½ rate difference to referees that do games alone.**

YOUTH SPORTS

JR WARRIORS BASKETBALL SEASON: JANUARY 20, 2020 - FEBRUARY 29, 2020

LEAGUE PLAY 8 WEEKS (includes practice weeks)

FEES

| | |
|----------------|---|
| REFEREES (| \$14.00 PER GAME |
| SCOREKEEPER | \$13.00 PER GAME (2020 MINIMUM WAGE RATE) |
| SCHEDULING FEE | \$100.00 |

GAMES PER SEASON

| | | | | |
|---------|---------------------------------|-------------------|---------------------------------|-------------------|
| PEE WEE | 15 GAMES X 1 REFEREE | = \$210 | 15 GAMES X 1 SCOREKEEPER | = \$195 |
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| | | <u>\$1,610.00</u> | | <u>\$1,495.00</u> |

TOTAL COST FOR JR. WARRIORS BASKETBALL

| |
|-------------------------|
| \$1,610.00 REFEREES |
| \$1,495.00 SCOREKEEPERS |
| \$100.00 SCHEDULING FEE |

\$3,205.00

NFL FLAG FOOTBALL SEASON: SEPTEMBER 20, 2019 - NOVEMBER 2, 2019

LEAGUE PLAY 12 WEEKS (includes practice weeks)

FEES

| | |
|----------------|------------------|
| REFEREES (| \$14.00 PER GAME |
| SCHEDULING FEE | \$100.00 |

GAMES PER SEASON

| | |
|------------------|--|
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| VARSITY DIVISION | 25 GAMES X \$14 = \$350 X 2 REFEREES = \$700 |

TOTAL COST FOR NFL FLAG FOOTBALL

| |
|-------------------------|
| \$2,100.00 REFEREES |
| \$100.00 SCHEDULING FEE |

\$2,200.00

ADULT SPORTS

SUMMER SOFTBALL SEASON: APRIL 15, 2019 - JULY 19, 2019

LEAGUE PLAY 10 WEEKS
PLAYOFFS 2 WEEKS

No games scheduled on the following:
Memorial Day (May 27, 2019)
Graduation Week (June 3 - 7, 2019)
July 4th Week (July 1 - 5, 2019)

GAMES PER SEASON

34 GAMES PER WEEK X 10 WEEKS = 340 GAMES

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391 TOTAL SUMMER GAMES

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SCHEDULING FEE \$750.00

TOTAL COST FOR SUMMER SOFTBALL

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\$750.00 SCHEDULING FEE

\$10,134.00

FALL SOFTBALL SEASON: AUGUST 19, 2019 - NOVEMBER 1, 2019

LEAGUE PLAY 8 WEEKS
PLAYOFFS 2 WEEKS

No games scheduled on the following:
Labor Day Week (September 2 - 6, 2019)

GAMES PER SEASON

33 GAMES PER WEEK X 8 WEEKS = 264 GAMES

45 PLAYOFF GAMES

309 TOTAL SUMMER GAMES

FEES

UMPIRE \$24.00 PER GAME
SCHEDULING FEE \$750.00

TOTAL COST FOR FALL SOFTBALL

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\$750.00 SCHEDULING FEE

\$8,166.00

EXHIBIT A

ADULT SPORTS

ADULT BASKETBALL SEASON: JANUARY 12, 2020 - APRIL 5, 2020

LEAGUE PLAY 10 WEEKS
PLAYOFFS 2 WEEKS

No games scheduled on the following:
Super Bowl Sunday (February 2, 2020)

GAMES PER SEASON

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18 PLAYOFF GAMES
138 TOTAL GAMES

FEES

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SCOREKEEPER \$13.00 PER GAME (2020 MINIMUM WAGE RATE)
SCHEDULING FEE \$600.00

TOTAL COST FOR FALL SOFTBALL

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138 games x \$13/per game (one scorekeeper) = \$1,794

\$6,348.00 REFEREES
\$1,794.00 SCOREKEEPERS
\$600.00 SCHEDULING FEE

\$8,742.00

| | |
|-----------------------|-------------|
| YOUTH BASKETBALL | \$3,205.00 |
| YOUTH FOOTBALL | \$2,200.00 |
| ADULT SUMMER SOFTBALL | \$10,134.00 |
| ADULT FALL SOFTBALL | \$8,166.00 |
| ADULT BASKETBALL | \$8,742.00 |
| | \$32,447.00 |

EXHIBIT A



ADMINISTRATIVE REPORT

Agenda Item G.10.

Meeting Date: 5/6/2019

Report Prepared by: Jennifer Arellano, Recreation Supervisor, Parks and Recreation

SUBJECT: Approval of Request for an Appropriation in the Amount of \$6,309 from the Zoo Special Events Accounts to the Zoo Extra-Help Account to Cover Budget Shortages Related to Unexpected Employee Costs at Applegate Park Zoo

REPORT IN BRIEF

Considers approving a request for an appropriation in the amount of \$6,309 from the Zoo Special Events accounts to the Zoo Extra-Help account to cover budget shortages related to unexpected employee costs at Applegate Park Zoo

RECOMMENDATION

City Council - Adopt a motion authorizing the Finance Officer to make appropriate budget adjustments; appropriating \$812 from account 024-1205-334.01-09 (Behind the Scenes Tours), \$1,869 from account 024-1205-334.01-22 (President's Week Camp), \$3,628 from account 024-1254-334.04-11 (Special Events Revenue) to account 024-1205-541-.03-00 (Extra Help) to cover end of the year staffing budget shortages.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200 and 1105.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget.

DISCUSSION

The Applegate Park Zoo is open to the public 7 days a week, 362 days a year. However, it is operated and staffed 365 days of the year with two permanent full-time employees, and 5-10 part-time temporary employees. Due to an extended absence of one of the full-time employees, the position had to be backfilled with additional temporary staff hours to cover the shifts and duties performed by this employee. This cost was not in the Zoo's original operating budget. Additionally,

another full-time employee received acting pay for the time he/she served in an acting Lead capacity to supervise part-time temporary employees. Unfortunately, this cost was also was not budgeted for. Lastly, in January, minimum wage increased by a dollar for all pay grades, not just the minimum wage earners.

With all of these combined factors, the extra help budget at the Zoo is underfunded and needs additional funding to carry through to the end of the fiscal year with staffing levels that are adequate and in line with USDA regulations.

Applegate Park Zoo holds various special events and activities throughout the year to benefit the community while also bringing in additional revenue to the Zoo. For the past 2 years staff has been working hard to increase and expand these events to generate more revenue in order to offer additional events to the community. Historically, there were not any funds in the Zoo budget to pay for materials and supplies needed for these types of events, so an appropriation of the revenue generated from these programs was needed annually to pay for their costs.

Because of the success of two regular events over the last several years, a budget has been given for events and activities. Regular events are: Lights Before Christmas in December, and Mermaids and Pirates in August. This year, staff added concession sales of hot dogs to each event, a President's Week Camp, and more Behind the Scenes Tours. As a result, we have exceeded the amount originally budgeted for event revenue by \$6,309.

Normally, staff would ask that this additional revenue be appropriated to continue to improve and expand Zoo special events and activities. However, this year, because of the previously discussed staffing shortfalls, staff is asking to appropriate this additional revenue to account 024-1205-541.03-00 instead, to adequately care for the Zoo grounds and animals through the end of the fiscal year.

IMPACT ON CITY RESOURCES

No impact, revenue is in excess of budgeted expenditure.



ADMINISTRATIVE REPORT

Agenda Item G.11.

Meeting Date: 5/6/2019

Report Prepared by: Jacob Struble, Lieutenant Police Department

SUBJECT: Approval of Updated Memorandum of Understanding Between Riggs Ambulance Service and the City of Merced to Provide Tactically Trained Paramedics and/or Emergency Medical Technicians to Respond with the Police Department's Special Operations Unit

REPORT IN BRIEF

Approve an updated Memorandum of Understanding between Riggs Ambulance Service and the City of Merced for Riggs Ambulance Service to provide tactical medics to the Police Department.

RECOMMENDATION

City Council - Adopt a motion approving a new Memorandum of Understanding (MOU) between the City of Merced and Riggs Ambulance Service to provide tactical emergency paramedic services to the Police Department; and, authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Deny the request; or,
3. Recommend and/or modify staff recommendation

AUTHORITY

Section 200 et seq. of the Merced City Charter

CITY COUNCIL PRIORITIES

"As provided for in the 2018-19 Adopted Budget"

DISCUSSION

The Merced Police Department has a Special Weapons and Tactics Team (SWAT) that responds to critical and violent situations. While the SWAT Team is highly trained to manage and control these situations, there are those cases where injury could result that requires medical attention. Several studies have been conducted that confirm that the sooner medical aid is provided to injured persons, the likelihood of survival is greatly enhanced.

Currently the City of Merced and Riggs Ambulance Service has a Memorandum of Understanding (MOU) in place. The MOU was signed in 2003 by Riggs Ambulance Service and City of Merced employees that no longer are employed by either entity. A new MOU is needed in order to stay up to

date.

The current MOU has worked out well for both organizations. There was one small change to the new MOU compared to the current MOU. The current MOU states “Riggs agrees to provide tactically trained Paramedics to be integrated into and respond with the Police Department’s special operations units.” The new MOU added Emergency Medical Technicians into the language. It now states “Riggs agrees to provide tactically trained Paramedics and/or Emergency Medical technicians to be integrated into and respond with the Police Department’s special operations units.” The addition of Emergency Medical Technicians (EMT’s) to the MOU allows for Riggs Ambulance Service to use tactically trained EMT’s as well as Paramedics.

The MOU was submitted to the City Attorney for review. Merced City Attorney Norton reviewed and approved the MOU.

IMPACT ON CITY RESOURCES

No appropriation of funds is needed.

ATTACHMENTS

1. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between

RIGGS AMBULANCE SERVICE, INC.

And

CITY OF MERCED POLICE DEPARTMENT

I. PURPOSE

The participating agencies share a common interest in protecting and serving the citizens of the City of Merced and Merced County. The City of Merced Police Department (“Police Department”) and Riggs Ambulance Service, Inc. (“Riggs”) recognize the need for special operation units within their agencies ready to handle tactical situations, thereby creating the need to provide advanced emergency medical care to these special operation personnel while they are still in a tactical environment and have come together to meet this need. Riggs desires to provide such services.

II. AGENCY RESPONSIBILITIES

Riggs Ambulance Service, Inc.

Riggs agrees to provide tactically trained Paramedics and/or Emergency Medical Technicians to be integrated into and respond with the Police Department’s special operations units. Riggs will also provide all of the needed

medical equipment, wages, workmen's compensation and medical malpractice coverage for their employees while they are acting in the capacity of a tactical medic.

City of Merced Police Department

The Police Department agrees to provide continuing tactical training within the department's special operations team and any required equipment used by these special operation teams. The Police Department also agrees to provide the tactical medics with any needed medical information to care for the other members of the teams.

III. SHARED AGREEMENT

Both Riggs and the Police Department stipulate that in the performance of this Memorandum of Understanding, all requirements, performance standards and operational procedures of Riggs, the Police Department special operations units and the County of Merced Emergency Medical Services Agency's treatment protocols will be maintained.

IV. SUBSTANCE OF AGREEMENT

This agreement is effective no later than sixty (60) days after April 2, 2019.

V. RIGGS EMPLOYEES

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

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

VI. INDEMNITY

Riggs shall indemnify, protect, defend, save and hold the City of Merced, its officers, employees, and agents, harmless from any and all claims or causes of

action for death or injury to persons, or damage to property resulting from or alleged as resulting wholly or partially from intentional or negligent acts, errors or omissions of Riggs or Riggs officers, employees, agents, and volunteers during performance of this agreement.

VII. TERMS AND CONDITIONS

It is understood that this Memorandum of Understanding will terminate sixty (60) days after written notification by either party.

VIII. ACCEPTANCE AND APPROVAL OF AUTHORIZING OFFICIALS


CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
Steve Carrigan, CITY CLERK

BY: _____
Deputy City Clerk

APPROVED AS TO FORM:

BY: 
City Attorney

CITY OF MERCED
POLICE DEPARTMENT

BY: _____

RIGGS AMBULANCE SERVICE, INC.

BY: _____
Carly Alley
Executive Vice President

Taxpayer I.D. No. 68-0459931
ADDRESS: 100 Riggs Ave
Merced, CA 95341
TELEPHONE: 209-725-7000
FAX: 209-386-1960
E-MAIL: carly.alley@riggsems.org



ADMINISTRATIVE REPORT

Agenda Item G.12.

Meeting Date: 5/6/2019

Report Prepared by: Lance Eber, Crime Analyst, Police

SUBJECT: Authorization to Accept \$45,406 in Grant Funds from the 2018 Edward Byrne Justice Assistance Grant (JAG) Program for the Police Department to Purchase Additional Conducted Energy Weapons (aka Tasers), Consulting Costs for the Transition from the Uniform Crime Reporting Process to the National Incident Based Reporting System, and Licensing Costs for Connecting the Department Body Worn Cameras to the Computer Aided Dispatch System

REPORT IN BRIEF

Considers accepting grant funding from the US Department of Justice offered to the Merced Police Department in the amount of \$45,406 from the 2018 Edward Byrne Justice Assistance Grant (JAG) program for the purchase of additional conducted energy weapons (aka tasers), consulting costs for the transition from the Uniform Crime Reporting process to the National Incident Based Reporting System, and licensing costs for connecting the department body worn cameras to the computer aided dispatch system.

RECOMMENDATION

City Council - Adopt a motion:

- A. Accepting the grant and increasing the revenue budget in account 050-1025-321.17-00 by \$45,406, and appropriating the same to Fund 050; and,
- B. Approving the use of pooled cash until reimbursement is received from the grant; and,
- C. Authorizing the Police Department and the City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve, as recommended by Staff; or,
2. Deny; or,
3. Refer to Staff for reconsideration of specific items.

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget

DISCUSSION

The U.S. Department of Justice (DOJ) Edward Byrne Memorial Justice Assistance Grant (JAG) is the primary provider of federal criminal justice funding to state and local jurisdictions. JAG funds support all components of the criminal justice system, form multijurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives. JAG funded projects may address crime through the provision of services directly to individual and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

The JAG program solicits applications from eligible tribes, and units of local government for local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance the following areas:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)

JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures.

The Merced Police Department submitted a timely application to receive grant funding for the 2018 JAG grant program, however, due to circumstances out of the City and the Department's control, the grant funding was only recently awarded and able to be accepted by the City. Due to these circumstances, the US DOJ has made the grant award retroactively, effective October 1, 2017, and will allow the funding to be used through September 30, 2021. The City of Merced was eligible to request funding up to the amount of \$45,406. This amount is established by the DOJ. There is no match requirement on this grant award.

The MPD applied to spend \$13,000 on additional conducted energy weapons (aka tasers) for the increase in newly hired officers.

In addition, JAG funds were requested to spend \$1,626 (3% of the award amount) for consulting on the mandatory change to the National Incident Based Reporting System (NIBRS) as mandated by the FBI. All applications were required to request 3% of their award for this purpose.

The last item requested in the amount of \$30,780 was licensing costs to get our department's body worn cameras integrated with our computer aided dispatch system and records management system.

The grant requires that the application and subsequent award be made in a public meeting and that

the public has an opportunity to comment on the acceptance of the funding before it is accepted by the City.

History and Past Actions

In 2005, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; \$13,859 for additional hand held radios; and, \$14,000 for additional tasers.

In 2006, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; and \$13,354 for additional hand held radios.

In 2007, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; and, \$44,207 for equipment such as tasers, cameras, and SWAT equipment).

In 2008, MPD set aside \$10,000 for graffiti abatement; \$10,000 for neighborhood watch; and, \$876 for tasers.

In 2009, MPD set aside \$48,860 for part time employees; \$10,000 for neighborhood watch; and, \$10,000 for graffiti abatement.

In 2010, MPD set aside \$12,000 for SWAT equipment; \$40,000 for digital voice recorders; \$6,400 for high quality digital camera equipment; and, \$7,797 for Gang Resistance Education and Training (G.R.E.A.T.) program.

In 2011, MPD set aside \$59,163 to fund a part time Animal Control Officer.

In 2012, MPD set aside \$43,226 for part time personnel; and, \$5,200 for travel/registration costs associated with trainings.

In 2013, MPD set aside \$17,295 for part time personnel; and, \$28,000 for equipment/technology.

In 2014, MPD set aside \$30,086 for part time personnel; and, \$20,789 for equipment/technology.

In 2015, MPD set aside \$15,208 for part time personnel; and, \$30,840 for equipment/technology.

In 2016, MPD set aside \$26,557 for hiring personnel; and, \$25,092 to purchase new canines and the related training and equipment.

In 2017, MPD set aside \$19,650 for additional cell phones with service and covers; and, \$26,890 for crowd control supplies; and, \$1,740 for software licenses.

Each year, the grant award was presented to City Council for acceptance and subsequently accepted by the City Council.

ATTACHMENTS

1. Copy of the Grant Agreement



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

November 16, 2018

Mr. Steven S. Carrigan
City of Merced
678 W. 18th St.
Merced, CA 95340

Dear Mr. Carrigan:

On behalf of Attorney General Jefferson Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$45,406 for City of Merced.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Linda Hill-Franklin, Program Manager at (202) 514-0712; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Matt Dummermuth".

Matt Dummermuth
Principal Deputy Assistant Attorney General

Enclosures



OFFICE FOR CIVIL RIGHTS

Office of Justice Programs

U.S. Department of Justice

810 7th Street, NW
Washington, DC 20531

Tel: (202) 307-0690

TTY: (202) 307-2027

E-mail: askOCR@usdoj.gov

Website: www.ojp.usdoj.gov/ocr

OCR Letter to All Recipients

November 16, 2018

Mr. Steven S. Carrigan
City of Merced
678 W. 18th St.
Merced, CA 95340

Dear Mr. Carrigan:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at <https://ojp.gov/about/ocr/vawafaqs.htm>.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website <https://www.lep.gov>.

Ensuring Equal Treatment of Faith-Based Organizations and Safeguarding Constitutional Protections Related to Religion

The DOJ regulation, Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. pt. 38, updated in April 2016, prohibits all recipient organizations, whether they are law enforcement agencies, governmental agencies, educational institutions, houses of worship, or faith-based organizations, from using financial assistance from the DOJ to fund explicitly religious activities. Explicitly religious activities include worship, religious instruction, or proselytization. While funded organizations may engage in non-funded explicitly religious activities (e.g., prayer), they must hold them separately from the activities funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion, religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice. Funded faith-based organizations must also provide written notice to beneficiaries, advising them that if they should object to the religious character of the funded faith based organization, the funded faith-based organization will take reasonable steps to refer the beneficiary to an alternative service provider. For more information on the regulation, please see the OCR's website at <https://ojp.gov/about/ocr/partnerships.htm>.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: *Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013)*, available at https://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)).

Meeting the EEOP Requirement

An EEOP is a comprehensive document that analyzes a recipient's relevant labor market data, as well as the recipient's employment practices, to identify possible barriers to the participation of women and minorities in all levels of a recipient's workforce. As a recipient of DOJ funding, you may be required to submit an EEOP Certification Report or an EEOP Utilization Report to the OCR. For more information on whether your organization is subject to the EEOP requirements, see <https://ojp.gov/about/ocr/eeop.htm>. Additionally, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 616-1771 or by e-mail at EEOPforms@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

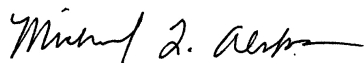
If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm>.



If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

|  <p style="text-align: center;"> U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance </p> | <h2 style="margin: 0;">Grant</h2> | <p>PAGE 1 OF 22</p> | | | | | | | | | | | | | | | | |
|---|--|---------------------------------|-----------|-----------|------|------|--------|--------|---|---|----|----|----|----|--|-------|-----------------------|--|
| 1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Merced 678 W. 18th St. Merced, CA 95340 | 4. AWARD NUMBER: 2018-DJ-BX-0841 | | | | | | | | | | | | | | | | | |
| | 5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2017 TO 09/30/2021 | | | | | | | | | | | | | | | | | |
| | 6. AWARD DATE 11/16/2018 | 7. ACTION Initial | | | | | | | | | | | | | | | | |
| | 2a. GRANTEE IRS/VENDOR NO. 946003711 | | | | | | | | | | | | | | | | | |
| 2b. GRANTEE DUNS NO. 169211554 | 8. SUPPLEMENT NUMBER 00 | | | | | | | | | | | | | | | | | |
| 3. PROJECT TITLE FY 18 Local JAG Program | 9. PREVIOUS AWARD AMOUNT \$ 0 | | | | | | | | | | | | | | | | | |
| | 10. AMOUNT OF THIS AWARD \$ 45,406 | | | | | | | | | | | | | | | | | |
| | 11. TOTAL AWARD \$ 45,406 | | | | | | | | | | | | | | | | | |
| 12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S). | | | | | | | | | | | | | | | | | | |
| 13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a) | | | | | | | | | | | | | | | | | | |
| 14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program | | | | | | | | | | | | | | | | | | |
| 15. METHOD OF PAYMENT GPRS | | | | | | | | | | | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> AGENCY APPROVAL </div> </div> <div style="width: 45%;"> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> GRANTEE ACCEPTANCE </div> </div> </div> | | | | | | | | | | | | | | | | | | |
| 16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Matt Dummermuth Principal Deputy Assistant Attorney General | 18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Steven S. Carrigan City Manager | | | | | | | | | | | | | | | | | |
| 17. SIGNATURE OF APPROVING OFFICIAL  | 19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL | 19A. DATE | | | | | | | | | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="background-color: black; height: 15px; width: 100px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> AGENCY USE ONLY </div> </div> <div style="width: 45%;"></div> </div> | | | | | | | | | | | | | | | | | | |
| 20. ACCOUNTING CLASSIFICATION CODES <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">FISCAL YEAR</th> <th style="text-align: left;">FUND CODE</th> <th style="text-align: left;">BUD. ACT.</th> <th style="text-align: left;">DIV. OFC.</th> <th style="text-align: left;">REG.</th> <th style="text-align: left;">SUB.</th> <th style="text-align: left;">POMS</th> <th style="text-align: left;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td></td> <td>45406</td> </tr> </tbody> </table> | FISCAL YEAR | FUND CODE | BUD. ACT. | DIV. OFC. | REG. | SUB. | POMS | AMOUNT | X | B | DJ | 80 | 00 | 00 | | 45406 | 21. TDJUGT0670 | |
| FISCAL YEAR | FUND CODE | BUD. ACT. | DIV. OFC. | REG. | SUB. | POMS | AMOUNT | | | | | | | | | | | |
| X | B | DJ | 80 | 00 | 00 | | 45406 | | | | | | | | | | | |



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 2 OF 22

PROJECT NUMBER 2018-DJ-BX-0841

AWARD DATE 11/16/2018

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2018 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2018 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2018 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2016, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

9. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

10. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.



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11. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$150,000)), and are incorporated by reference here.

12. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

13. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

14. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

15. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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16. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

17. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

19. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

20. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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21. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

22. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2018)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

23. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (2) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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24. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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25. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

26. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

27. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

28. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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29. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

31. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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35. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

36. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

37. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

38. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

39. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



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40. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

41. Certification of Compliance with 8 U.S.C. 1373 and 1644 (within the funded "program or activity") required for valid award acceptance by a local government

In order validly to accept this award, the applicant local government must submit the required "State or Local Government: FY 2018 Certification of Compliance with 8 U.S.C. 1373 and 1644" (executed by the chief legal officer of the local government). Unless that executed certification either-- (1) is submitted to OJP together with the fully-executed award document, or (2) is uploaded in OJP's GMS no later than the day the signed award document is submitted to OJP, any submission by a local government that purports to accept the award is invalid.

If an initial award-acceptance submission by the recipient is invalid, once the local government does submit the necessary certification regarding 8 U.S.C. 1373 and 1644, it may submit a fully-executed award document executed by the local government on or after the date of that certification.

For purposes of this condition, "local government" does not include any Indian tribe.



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42. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. Certifications from subrecipients. The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or educational institution that would receive the subaward, using the appropriate form available at <https://ojp.gov/funding/Explore/SampleCertifications-8USC1373.htm>. Also, the recipient must require that no subrecipient (at any tier) may make a further subaward to a State, a local government, or a public institution of higher education, unless it first obtains a certification of compliance with 8 U.S.C. 1373 and 1644, properly executed by the chief legal officer of the government or institution that would receive the further subaward, using the appropriate OJP form.

3. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

4. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

5. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before



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award acceptance.

43. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement (8 U.S.C. 1373 and 1644); unallowable costs; notification
1. If the recipient is a "State," a local government, or a "public" institution of higher education:
- A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."
- B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.
- C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance."
- D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.
2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.
3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition.
4. Rules of Construction
- A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition.
- B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644 and ongoing compliance" condition are incorporated by reference as though set forth here in full.



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44. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

- A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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45. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that--

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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46. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the INA (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be



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detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

D. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.

47. Requirement to collect certain information from subrecipients

The recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with regular document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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48. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a. New construction;

b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

49. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



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50. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

51. Certification of body armor "mandatory wear" policies

The recipient agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

52. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

53. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

54. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

55. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

56. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.



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57. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2017

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2017), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

58. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

59. Three percent set-aside for NIBRS compliance

The recipient must ensure that at least 3 percent of the total amount of this award is dedicated to achieving full compliance with the FBI's National Incident-Based Reporting System (NIBRS), unless the FBI or appropriate State official has certified that the recipient locality is already NIBRS compliant, and evidence of this has been submitted to and approved by BJA. The recipient will be required by BJA to make revisions to budgets that do not clearly indicate what projects will be supported by this 3 percent set-aside, unless evidence of NIBRS compliance has been submitted to and approved by BJA. Recipients serving as fiscal agents for "disparate jurisdictions," (as defined at 34 USC 10156(d)(4)) have to pass this requirement through to in subawards to other localities in the disparate jurisdiction, so that each locality in a disparate jurisdiction group dedicates at least 3 percent of award funds to NIBRS compliance, unless, with respect to each locality in the disparate jurisdiction group, evidence of NIBRS compliance has been submitted to and approved by BJA.



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60. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.

61. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

62. Withholding of funds: Required certification regarding body-worn cameras

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP has reviewed, the required certification regarding body-worn cameras, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

63. Withholding of funds: Budget narrative or information

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

64. Withholding of funds: Disclosure of pending applications

The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued to remove this condition.

65. Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued a Grant Adjustment Notice (GAN) releasing this special condition.

APPROVED AS TO FORM:

KELLY C. FINCHER

Chief Deputy City Attorney



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Merced

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

| | | |
|--|---|--|
|  <div>U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance</div> | GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY | |
| | Grant | |
| | PROJECT NUMBER 2018-DJ-BX-0841 | PAGE 1 OF 1 |
| This project is supported under FY18(BJA - JAG State & JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101 - 10726), including subpart I of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a) | | |
| 1. STAFF CONTACT (Name & telephone number) Linda Hill-Franklin (202) 514-0712 | | 2. PROJECT DIRECTOR (Name, address & telephone number) Lance Eber Crime Analyst 611 W. 22nd St Merced, CA 95340-3703 (209) 385-4701 |
| 3a. TITLE OF THE PROGRAM BJA FY 18 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation | | 3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE) |
| 4. TITLE OF PROJECT FY 18 Local JAG Program | | |
| 5. NAME & ADDRESS OF GRANTEE City of Merced 678 W. 18th St. Merced, CA 95340 | | 6. NAME & ADDRESS OF SUBGRANTEE |
| 7. PROGRAM PERIOD FROM: 10/01/2017 TO: 09/30/2021 | | 8. BUDGET PERIOD FROM: 10/01/2017 TO: 09/30/2021 |
| 9. AMOUNT OF AWARD \$ 45,406 | | 10. DATE OF AWARD 11/16/2018 |
| 11. SECOND YEAR'S BUDGET | | 12. SECOND YEAR'S BUDGET AMOUNT |
| 13. THIRD YEAR'S BUDGET PERIOD | | 14. THIRD YEAR'S BUDGET AMOUNT |
| 15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse) The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of criminal justice related activities based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; 7) crime victim and witness programs (other than compensation); and 8) mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams. This Local JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Any equipment purchases or funded initiatives such as overtime, task forces, drug programs or information sharing, will be aimed at reducing crime and enhancing public and | | |

officer safety.

NCA/NCF



ADMINISTRATIVE REPORT

Agenda Item G.13.

Meeting Date: 5/6/2019

Report Prepared by: Wally Broughton, Public Works Manager - Operations

SUBJECT: Authorization to Purchase a Caterpillar Backhoe Loader from Holt of California for \$120,299.59 and to Waive the Competitive Bidding Requirement to Allow the Purchase to be Made Through a Cooperative Purchasing Agreement with Sourcewell

REPORT IN BRIEF

Considers authorizing a waiver of the competitive bidding requirement pursuant to Merced Municipal Code section 3.04.210, to purchase a new Caterpillar Backhoe Loader from Holt of California, in the amount of \$120,299.59, utilizing cooperative purchasing agreements through Sourcewell, which is formally known as the National Joint Powers Alliance (NJPA).

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the purchase of a new Caterpillar Backhoe Loader model number 420F2 for \$120,299.59; and,
- B. Waiving the City's competitive bidding requirement as permitted by Merced Municipal Code section 3.04.210 and authorizing the purchases to be made with cooperative purchase agreements with Holt of California through Sourcewell, a government procurement program; and,
- C. Authorizing the City Manager or the Assistant City Manager to execute any necessary documents for the purchases specified above.

ALTERNATIVES

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

AUTHORITY

Merced City Charter, Section 200. Municipal Code Section 3.04.210-Exemptions from competitive bidding.

CITY COUNCIL PRIORITIES

The purchase of replacement vehicles support the critical operations performed by the City's Public Works departments.

DISCUSSION

Fleet Services is requesting approval to waive the competitive bidding process for the purchase of a new Caterpillar Backhoe Loader. The list price for this unit is \$129,695.00 plus tax, the Sourcewell contract discount for this unit is 22%, which equals \$28,532.90 in savings. It should be noted that this purchase will not affect local vendors as there are no local vendors for this equipment.

Section 3.04.210 of the Merced Municipal Code provides that the City Council can approve a waiver of the City's competitive bidding requirements when such purchases are made pursuant to cooperative purchasing in conjunction with other governmental entities. The Public Works Department, Fleet Services Division, is requesting authorization to waive the competitive bidding requirement for the backhoe purchase, which will allow the purchase to be made utilizing the nationwide government procurement service Sourcewell, which was formerly known as the NJPA. The City has been a member of the NJPA municipal contracting agency for many years and has made numerous successful purchases of equipment and vehicles by utilizing NJPA competitive bid pricing. In June 2018, as part of their new marketing strategy, the NJPA changed their name to Sourcewell. The City's membership with this agency was unaffected by the name change.

If approved, the Sourcewell discount will save the City \$28,532.90. The equipment requested is one Caterpillar, model 420F2, Tier IV Final, Backhoe Tractor. (See Attachment 1 - Holt Sourcewell Quote)

IMPACT ON CITY RESOURCES

This vehicle was approved in the FY 2018/19 City budget; no additional funding is needed.

ATTACHMENTS

1. Holt Backhoe Quote
2. Sourcewell Resolution of Name Change



April 2, 2019

CITY OF MERCED
 Account # 0129519
 1776 GROGAN AVENUE
 MERCED, California 95340
 Attention: Wallace Broughton

New Caterpillar Model: 420F2 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: M21223 SERIAL NUMBER: pending YEAR: 2019 SMU:

ADDITIONAL SPECIFICATIONS

| Reference # | Description of Material and Equipment | Reference # | Description of Material and Equipment |
|-------------|---------------------------------------|-------------|---|
| 450-8448 | 420F2 BHL ST, TIER 4, HRC | 430-9944 | INSTRUCTIONS, ANSI |
| 450-8730 | STICK, EXTENDABLE, 14FT | 421-8926 | SERIALIZED TECHNICAL MEDIA KIT |
| 547-6095 | POWERTRAIN, 4WD, POWERSHIFT | 398-2681 | RIDE CONTROL |
| 450-8757 | ENGINE, 74.5KW, C4.4 ACERT, T4F | 398-2853 | LINES, COMBINED AUX, E-STICK |
| 450-8530 | HYDRAULICS, MP, 6FCN/8BNK, ST | 457-2797 | BATTERY, HEAVY DUTY |
| 447-0049 | PRODUCT LINK, CELLULAR, PL641I | 423-7607 | PLATE GROUP - BOOM WEAR |
| 450-8682 | CANOPY, BASE | 461-6839 | SHIPPING/STORAGE PROTECTION |
| 433-4804 | SEAT, VINYL | 462-1033 | RUST PREVENTATIVE APPLICATOR |
| 206-1748 | SEAT BELT, 3" SUSPENSION | 491-6734 | WORKLIGHTS (8) HALOGEN LAMPS |
| 380-8961 | TIRES, 12.5 80/19.5L-24, FS | 398-2875 | RADIO READY HEADLINER, CANOPY |
| 337-9696 | COUNTERWEIGHT, 1015 LBS | A34523 | QUICK COUPLER PIN GRABBER - A34523 |
| 9R-6007 | STABILIZER PADS, FLIP-OVER | A32767 | THUMB, HYDRAULIC, NO TINE, BHL - A32767 |
| 337-7436 | BUCKET-MP, 1.3 YD3, PO | A32525 | BUCKET-HD, 24", 6.2 CFT - A32525 |
| 9R-5321 | CUTTING EDGE, TWO PIECE | | |
| 175-7877 | BUCKET, HOE, (NONE) | | |

WARRANTY INFORMATION

Standard Warranty: 12 months / unlimited hours

Extended Warranty: 5 yr/5000 hr ext gov powertrain + hydraulics warranty against defects.
 Warranties run concurrently and start at machine delivery.

| | |
|-------------------|--------------|
| SELL PRICE | \$111,131.26 |
| EXT WARRANTY | Included |
| NET BALANCE DUE | \$111,131.26 |
| SALES TAX (8.25%) | \$9,168.33 |
| AFTER TAX BALANCE | \$120,299.59 |

F.O.B/TERMS: DELIVER TO CUSTOMER LOCATION

Sourcwell quote:

| | |
|-----------------------|--------------------|
| List price | \$129,695.00 |
| Contract discount 22% | -\$28,532.90 |
| Prep, del. & ext war | \$4,500.00 |
| Bkt, Thmb, QC | \$7,250.00 |
| Holt discount | -\$1,780.84 |
| Sell price | \$111,131.26 + tax |

This quote is good for (30) days. Any machine quoted outside of HOLT of CALIFORNIA's inventory is subject to revision All quotes are subject to credit approval and prior sale. Any quoted interest rates are subject to change without notice. Quote is void unless machine is delivered, and remains, within HOLT of CALIFORNIA's Dealership territory for two years or unless the machine has at least 1000 hours if delivered outside of Holt's territory.

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

Accepted by _____
(Please Print)

Date, _____

Signature _____

Sincerely,
Joe Gomes
Machine Sales Representative
Holt of California
jgomes@holtca.com
12096010047

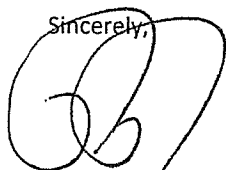
June 6, 2018

The National Joint Powers Alliance (NJPA) will formally be known as Sourcewell beginning June 6, 2018.

The NJPA Board of Directors on May 15, 2018 voted to approve changing the organization's name to Sourcewell. Documentation has been formally submitted for Sourcewell to be registered and trademarked, both federally and in Minnesota, with the appropriate agencies.

Sourcewell has worked intentionally to mitigate the implications of this change to current and potential members, currently awarded vendors, and other existing partners. After June 6th, 2018, Sourcewell will maintain and continue to recognize the National Joint Powers Alliance name. Membership agreements, contracts, and agreements entered into with the National Joint Powers Alliance will remain valid and continue in effect without impact. This will ensure contractual continuity and safeguard any disruptions to engagement with Sourcewell. This includes membership, use of cooperative purchasing contracts, or other contractual engagements.

Sincerely,



Marcus Miller

General Counsel and Director of Government Relations

**STATE OF MINNESOTA
COUNTY OF TODD**

**RESOLUTION ESTABLISHING CORPORATE AND AGENCY NAME FOR REGION 5 SERVICE
COOPERATIVE AS SOURCEWELL (F/K/A National Joint Powers Alliance)**

Resolution No. 2018-07

WHEREAS, the Board of Directors previously authorized and directed staff undertake all actions necessary and sufficient to “rebrand” Region 5 Service Cooperative; and

WHEREAS, after careful study and consideration, the name Sourcewell was chosen as the legal, organizational, and agency name for Region 5 Service Cooperative; and

WHEREAS, the organizational bylaws were duly adopted, ratified and approved and became effective as of the May 2018 Board of Directors meeting; and

WHEREAS, Article 1, Section 1 of said bylaws establishes Sourcewell as the legal organizational name for Region 5 Service Cooperative; and

WHEREAS, Minnesota Statutes, § 123A.21 provides that the “care, management, and control” of Region 5 Service Cooperative is vested in its Board of Directors, including the power and authority to establish the legal name of the organization.

NOW THEREFORE BE IT RESOLVED by the Board of Directors as follows:

1. The name National Joint Powers Alliance is replaced and the legal, organizational, and agency name of Region 5 Service Cooperative is Sourcewell.
2. The official and effective date of this change is June 6, 2018.
3. All prior contracts and other legal obligations established or incurred under the name National Joint Powers Alliance remain in full force and effect.
4. All contracts or other legal obligations undertaken on and after June 6, 2018 shall be executed and performed in the name Sourcewell.
5. This Resolution is effective upon signature and shall henceforth serve as sufficient and official proof and evidence of the legal, organizational and agency name for Region 5 Service Cooperative.

6. The Executive Director, or his designee, is authorized and directed to provide copies of this resolution to third parties as requested or required and to affix the same to legal documents when necessary.



Chairperson, Sourcewell Board of Directors

ATTEST:



Clerk to the Board of Directors



ADMINISTRATIVE REPORT

Agenda Item G.14.

Meeting Date: 5/6/2019

Report Prepared by: Wally Broughton, Public Works Manager - Operations

SUBJECT: Authorization to Purchase Two New Dodge Chargers from Razzari Ford for Replacement Police Department Patrol Vehicles in the Not-to-Exceed Amount of \$62,000, and to Install Necessary Emergency Equipment and Retrofit of the vehicles by Emergency Vehicle Outfitters in the Not-to-Exceed Amount of \$32,000; and, Approval of an Appropriation of \$94,000 from the Fleet Capital Replacement Fund for the Purchases and Retrofitting Expenses and Authorization to Accept Insurance Reimbursement Revenue from McLaren's Insurance for the Fleet Capital Replacement Fund in the Estimated Amount of \$84,000

REPORT IN BRIEF

Considers authorizing the purchase and retrofit of two new Dodge Chargers in the not-to-exceed amount of \$94,000 to replace two police patrol vehicles that were deemed total losses as a result of traffic collisions with an estimated \$84,000 in insurance reimbursement funding to be credited back to the Fleet Capital Replacement fund when received.

RECOMMENDATION

City Council - Adopt a motion:

- A. Approving the purchase of two Dodge Chargers from Razzari Ford in the not-to-exceed amount of \$62,000 and the installation of emergency equipment and retrofitting by Emergency Vehicle Outfitters in the not-to-exceed amount of \$32,000; and,
- B. Appropriating \$94,000 from Fund 674 - Fleet Capital Replacement for the purchases; and,
- C. Accepting insurance reimbursement revenue of \$84,000 (estimated amount) from McLaren's Insurance and crediting Fund 674- Fleet Capital Replacement upon receipt; and,
- D. Authorizing the City Manager or the Assistant City Manager to execute any necessary documents and the Finance Officer to make the appropriate budget adjustments.

ALTERNATIVES

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

5. Continue to a future meeting (date and time to be specified in the motion).

AUTHORITY

Title 3, Article III of the Merced Municipal Code, purchases over twenty five thousand dollars.

CITY COUNCIL PRIORITIES

As provided for in the FY 2018/19 Council Priorities under Operational Sustainability.

DISCUSSION

Fleet Services is requesting approval from Council to appropriate \$62,000 from the Fleet Capital Replacement fund to purchase two new 2019 Dodge Charger Police sedans from our local dealer, Razzari Dodge, who recently was awarded the bid for six new units through our regular replacement schedule. The two additional vehicles are replacing one Chevrolet Caprice Police Patrol car and one Crown Victoria that were completely totaled during recent vehicle accidents. The City's insurance will reimburse the City for the wrecked vehicles, less a \$5,000 deductible for each; however, insurance stipulations require the City to make the purchase first before a reimbursement can be processed. Staff requests that the insurance reimbursement be credited back to the Fund 674 - Fleet Capital Replacement once received.

Chevrolet stopped making the Caprice Police vehicle in 2017 and Ford stopped producing the Crown Victoria in 2011. The equipment in these vehicles are vehicle specific, from the ballistic door panels to the barrier that separates the officer from the rear seat passenger, therefore it is necessary to purchase up-fitting equipment that is specific to the Dodge Charger at the price of \$16,000 each. This amount will also be reimbursed by McLaren's Insurance.

History

Through the years, City Council has approved fund appropriation from the replacement fund to cover the upfront cost of vehicle replacement for vehicles that have been damaged beyond repair as deemed by McLaren's Insurance and their appraiser. Once the City of Merced receives the vehicles, invoices are submitted to McLaren's Insurance for reimbursement, minus \$5,000 each for the deductible.

IMPACT ON CITY RESOURCES

An appropriation of \$94,000 from Fund 674 - Fleet Capital Replacement is needed to purchase two new vehicles and up-fitting equipment. The Fleet Capital Replacement Fund will be credited back once the insurance reimbursement for the two wrecked police vehicles is received.

ATTACHMENTS

1. Dodge Charger 2019 Bid
2. PD Retrofit Gear

**CITY OF MERCED
PURCHASING DEPARTMENT
(209) 385-6833
purchasing.a.cityofmerced.org
REQUEST FOR BIDS
THIS IS NOT AN ORDER**

MAIL SEALED BIDS TO:
678 W 18th St Merced CA
95340

**PARCEL & HAND
DELIVERED BIDS GO TO:**
2525 "O" ST MERCED CA
95340

QUOTE HEREON YOUR LOWEST PRICES F.O.B.
MERCED FOR THE FOLLOWING MATERIALS OR SERVICES.
NO ALLOWANCE FOR FREIGHT, CARTAGE, PACKING,
OR POSTAGE UNLESS SPECIFIED ON THIS BID.
WHERE BRAND OR MAKE IS SPECIFIED, SIMILAR
OR EQUAL WILL BE CONSIDERED.

**SEALED BIDS MUST BE IN
THIS OFFICE BY:**

Tuesday, January 22, 2019
2:00 P.M.

DEPT. Fleet
REQUISITION NO. 01222019

| Quantity | Unit | Description | Unit Price | Discount | Extension |
|----------|------|--|----------------------------------|---------------|-------------------------|
| 6 (six) | ea | new, 4 door police pursuit rated sedans. Current production model with standard equipment as shown in manufacturer's printed literature. <i>2019 Dodge Chargers</i> | \$30,500.00 <i>EA</i> | 0% | \$183,000.00 |
| | | <i>**See attachments for additional City specifications**</i> | | | |
| | | <i>CALIF. Tire Fee @ \$8.75 PER UNIT = \$52.50</i> | | | |
| | | <i>E-File Fee @ 30.00 PER UNIT = 180.00</i> | | | |
| | | <i>232.50 (NON-TAXABLE)</i> | | | <i>232.50</i> |
| | | SUBTOTAL | | | <i>\$ 183,232.50</i> |
| | | SALES TAX 8.25% | | | <i>\$ 15,097.50</i> |
| | | TOTAL AMOUNT | | | <i>\$ 198,330.00</i> |

*** BID OPENING WILL BE HELD IN THE PURCHASING OFFICE CONFERENCE ROOM AT 2525 "O" STREET, MERCED, CA ***

We have stated hereon the prices at which we will furnish and deliver the articles or services as specified above.
Delivery will be made in 120 DAYS OR LESS days from receipt of order, except as otherwise indicated.

IMPORTANT - SHOW TRADE TERMS NONE
DATED JAN 14, 2019

The City of Merced reserves the right to reject any and or all bids or to accept the bid that best serves the public purpose, even though it may not be the lowest.

FIRM: RAZZARI FORD
PER: RON NICHOLS *[Signature]*
TITLE: FLEET MGR.

CITY OFFICERS AND EMPLOYEES INELIGIBLE TO BID

Bidders are advised that under Government Code Section 1126 officers and employees of the City of Merced are **not eligible** to bid on City contracts, to provide services or supplies to the City, or to enter into a lease or other agreements with the City. Any bid submitted by a City officer or employee, either individually or through a partnership, corporation, or other form of business entity or association, will be rejected and may subject the employee to discipline under the City's Personnel Rules, Article XIX Section 19.02.

NOTICE
ALL BIDS MUST BE SIGNED

**CITY OF MERCED
DEPARTMENT OF PUBLIC WORKS OPERATIONS
EQUIPMENT SPECIFICATIONS
POLICE PURSUIT SEDAN**

PART I – BID INSTRUCTIONS

It is the intention of the City of Merced (City) to purchase six (6), 4-door police pursuit rated sedans. The equipment specified shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the bid shall include the attached City specifications.

- A. Instructions to Bidders: The complete bid package must be returned intact. Missing pages or incomplete information may be construed by the City to constitute a non-responsive bid. Non-responsive bids may be rejected.

A place has been provided for each section for which the bidder must enter either "Yes", "No" or "Alternate". Specific sections include the make, model, and other descriptive information needed to clearly describe any alternative offered. If additional spaces are needed, securely attach additional page(s) "Statement of Exception" sheet. Additional pages must be numbered clearly and consecutively, include the section number and signed by a responsible company official on the last page submitted.

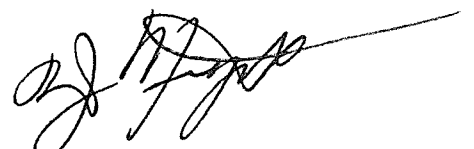
- B. Bid Evaluation: Units offered will be subject to analysis and evaluation by the Public Works Department for quality, construction, material, performance characteristics, and compliance with City's specifications. In evaluating the bids, the City intends to make such comparisons, as it may deem appropriate in order to select the bid, which will result in obtaining the unit that best meets its needs.

The bid evaluation will include, but not necessarily limited to, the following factors:

1. Purchase price;
2. Delivery time (in calendar days);
3. Warranty.

- C. Bid Response: The bidder shall submit to the City, a complete bid response package detailing the equipment proposed to meet these specifications. It shall also include warranty, product support information, and delivery time in calendar days.

Note: Bids submitted without a clear statement of delivery time may be rejected.



PART II- GENERAL SPECIFICATIONS

| | |
|---|---|
| Yes/No/Alternate | A. <u>Books, Manuals, and Technical Information</u> Complete and accurate copies of the following items shall be furnished at the time of delivery to the City |
| <p>YES</p> <p>yes</p> <p>yes</p> <p>yes</p> <p>ACTIVATOR</p> <p>Only 4 keys can be programmed</p> | <p>1. Operator's instruction manual, complete set of shop maintenance, repair and emission manuals including wiring diagrams, Illustrated parts book or parts CD;</p> <p>2. Lubrication instructions;</p> <p>3. Original dealer's report of sale;</p> <p>4. Vehicle to be licensed by vendor;</p> <p>5. Six sets of keys w/6-FOBs</p> |
| Yes/No/Alternate | B. <u>Warranty / Product Support:</u> The warranty and product support information requested below is important and will be used in evaluating the bids. Bidders are required to address each of the items below and provide the information with the bid. |
| <p>YES</p> <p>yes</p> | <p>1. The complete unit shall be guaranteed against defects in material and workmanship for a minimum:</p> <p>New Vehicle Limited Warranty - 3 years/36,000 miles</p> <p>Powertrain Limited Warranty - 5 years/60,000 miles</p> <p>Roadside Assistance - 3 years/36,000 miles</p> <p>Corrosion Coverage - 5 years/Unlimited</p> <p>2. Warranty to start upon acceptance of completed unit by the City.</p> |
| Yes/No/Alternate | C. <u>Safety</u> |
| YES | 1. The unit shall be equipped with all safety markings required. The safety markings shall be color-coded in compliance with the American National Standard Safety Color Code for Marking Physical Hazards, (current edition). In addition, any applicable American National Standard Specifications for Accident Prevention Signs, 235.1 (current edition) shall be installed. The vehicle shall meet or exceed all applicable State & Federal requirements. |
| Yes/No/Alternate | D. <u>Miscellaneous</u> |
| YES | 1. Prior to delivery, vehicle(s) shall be completely serviced as prescribed by the manufacturer including, but not limited to, engine, transmission, differential, radiator, windshield washer, and tire pressure. |

PART III - VEHICLE SPECIFICATIONS

| Yes/No/Alternate | A. <u>Exterior and Running Gear.</u> |
|------------------|---|
| Yes | 1. <u>Color:</u> Main Body – Black, Front doors-White, Roof-White |
| Yes | 2. <u>Basic Construction:</u> Longitudinal front engine, rear wheel drive. Unitized steel body with aluminum hood. |
| Yes | 3. <u>Glass:</u> The windows to be tinted and powered, normal passenger style window controls in the rear. |
| Yes | 4. <u>Windshield Wipers:</u> Dual- electric mechanism with intermittent feature. |
| Yes | 5. <u>Mirrors:</u> Outside rear view mirrors, right and left front door-mounted. Mirrors to be remote-controlled electric type and heated. Mirrors, outside power-adjustable, folding w/security approach lamps and turn signal indicators. |
| Yes | 6. <u>Engine:</u> 5.7 V8 HEMI with variable-cam timing. 370bhp. |
| Yes | 7. <u>Exhaust System:</u> Shall be dual design with stainless steel components. |
| Yes | 8. <u>Battery:</u> 12-volt, 800 CCA, maintenance free |
| Yes | 9. <u>Charging System:</u> 220 amp alternator. |
| Yes | 10. <u>Transmission:</u> Automatic five speed with column shift. |
| Yes | 11. <u>Suspension:</u> Police rated independent front and rear suspension. |
| Yes | 12. <u>Brakes:</u> Power 4-wheel disc with Anti-lock Braking System (ABS). Police Calibrated. |
| Yes | 13. <u>Tires:</u> Five (5) P225/60R18 99V BSW All-season |
| Yes | 14. <u>Rims:</u> Five (5) 18" steel, Includes a full sized spare. |
| Yes | 15. <u>Steering:</u> To be factory power steering w/column tilt and telescopic. |
| Yes | 16. <u>Headlamps:</u> Bi-functional projector beam halogen. |
| Yes | 17. <u>Entry:</u> Remote Proximity Keyless Entry |

| | |
|------------------|---|
| yes | 18. <u>Fuel capacity (gal.)</u> -18.5 Minimum. |
| Yes/No/Alternate | B. <u>Interior</u> |
| yes | 1. <u>Color</u> : Black |
| yes | 2. <u>Dimensions</u> - The follow minimum dimensions/capacities must be met, <u>no exceptions</u> . Head Room - First Row [in] 38.6" Head Room - Second Row [in] 36.6" Leg Room - First Row [in] 41.8" Leg Room - Second Row [in] 40.1" Hip Room - First Row [in] 56.2" Hip Room - Second Row [in] 56.1" Shoulder Room - First Row [in] 59.5" Shoulder Room - Second Row [in] 57.9" |
| yes | 3. <u>Seating</u> : Standard cloth font buckets and rear seats |
| yes | 4. <u>Shifter</u> : Column Mounted Shifter |
| yes | 5. <u>Console</u> : Front mounting plate |
| yes | 6. <u>Seat Belts</u> : All Seats. |
| yes | 7. <u>Air Bags</u> : Advanced Multistage Front Air Bags. |
| yes | 8. <u>Floor Covering</u> : Vinyl flooring, w/door sill scuff plates all doors |
| yes | 9. <u>Air Conditioning</u> : Factory installed. Air conditioning, dual-zone temperature control. |
| yes | 10. <u>Rear Window Defogger</u> : To be electric |
| yes | 11. <u>Radio</u> : Audio premium sound. |
| yes | 12. <u>Lights</u> : Map light front row only. Red/white dome light – 1st row |
| yes | 13. <u>Power Windows</u> : Power windows controlled from driver's door. Power windows with one-touch-down driver's side with disable feature. |

| | |
|-----|---|
| yes | 14. <u>Glass</u> : Solar control glass. |
| yes | 15. <u>Locks</u> : Power lock to be operable from front driver. Rear door locks hidden but operated by driver controls, child-safety rear door locks. |
| yes | 16. <u>Cruise Control</u> : Cruise control, electronic. |
| yes | 17. <u>Reverse Sensing/Camera</u> : ParkView rear back-up camera. |
| yes | 18. <u>Hands Free Cell Phone System</u> : Factory Cell Phone Sync w/steering wheel controls. |
| yes | 19. <u>Sensing</u> : Blind Spot Information System w/Cross-traffic Alert. |
| yes | 20. <u>Media/Power Ports</u> : Media hub with auxiliary input jack and courtesy light and 1 USB port, 2- 12V power points (front only). |
| yes | 21. <u>Tire Pressure Monitoring</u> : Tire Pressure Monitoring System. |
| yes | 22. <u>Gauges</u> : Engine Hour Meter, Engine Idle Meter, 4.2" color LCD displays including digital speed readout in police instrument cluster and center stack "smart display". Redundant digital speedometer display. |
| yes | C. <u>Patrol Package Wiring Prep Package</u> Includes front and rear wiring harness and distribution center. |
| yes | D. <u>Additional Emergency Equipment</u> . Driver and passenger side ballistic panels. |
| yes | 1.Driver and Passenger side ballistic panels |
| yes | 2.Right and left spotlights |

APPROVED BY:



Ken Elwin,
Director of Public Works Operations

**Emergency Vehicle Outfitters**

9858 Kent Street
Elk Grove, CA 95624

Phone : (916) 685 0800

Date 1/24/2019
Quote # 12685

| |
|--|
| Bill To |
| CITY OF MERCED PURCHASING 678 W 18TH STREET MERCED CA 95364 |

| |
|--|
| Ship To |
| CITY OF MERCED Phil Lozano PUBLIC WORKS 1776 GROGAN MERCED, CA 95341 |

Terms Net 30

Due Date 2/23/2019

| Item | Description | Qty | Net | Total |
|------------------|---|-----|----------|-----------|
| FS VALR44S-CAL2 | DODGE CHARGER 2019 44 INCH 2 COLOR VALOR R/B R/B TAKE DOWN, ALLEY WITH ALL WHITE FRONT HOOK KIT FOR CHARGER 2019 INCLUDED | 1 | 2,600.00 | 2,600.00T |
| FS SSP3000B | NEW MODEL - SMART SIREN PLATINUM 3000 | 1 | 0.00 | 0.00T |
| FS ES100C | DYNAMAX 100-WATT COMPACT SPEAKER WITH NEODYMIUM DRIVER | 1 | 0.00 | 0.00T |
| FS LF12ERB | MAP LIGHT | 1 | 49.95 | 49.95T |
| SO ENT2B3D | INTERSECTOR UNDER MIRROR MOUNT - RED/WHITE | 1 | 149.00 | 149.00T |
| SO ENT2B3E | INTERSECTOR UNDER MIRROR MOUNT BLUE/WHITE | 1 | 149.00 | 149.00T |
| FS MPS600U-RR | MICROPULSE ULTRA RED/RED REAR TRUNK | 1 | 68.75 | 68.75T |
| FS MPS600U-BB | MICROPULSE ULTRA BLUE/BLUE REAR TRUNK | 1 | 68.75 | 68.75T |
| TP CC-B-CHB14 | REAR TRUNK LIGHTS ON SWITCH 2011-17 Charger 14" L-shape console: 6" slope/ 8" level. Flat deck; low profile between seats. | 1 | 335.00 | 335.00T |
| TP AC-BH-95 | DUAL EXTNL BEV HLDR | 1 | 32.60 | 32.60T |
| TP AC-ARM | STAND ALONE ARM REST | 1 | 99.00 | 99.00T |
| IVE SO PARTS-OUT | SE BK2011CGR15 PB450L4 PUSH BUMPER TOP RED/BLUE SIDES RED/WHITE BLUE/WHITE | 1 | 789.00 | 789.00T |

| | | |
|--|---|--------------------------|
| | | Subtotal |
| | | Sales Tax (8.25%) |
| | | Total |
| Fax : (916) 685 0883 | e-mail: service@emergencyvehicleoutfitters.net | |
| Installation dept: (916) 550 SHOP | www.emergencyvehicleoutfitters.net | |



Emergency Vehicle Outfitters

9858 Kent Street
Elk Grove, CA 95624

Phone : (916) 685 0800

Date 1/24/2019

Quote # 12685

| |
|--|
| Bill To |
| CITY OF MERCED PURCHASING 678 W 18TH STREET MERCED CA 95364 |

| |
|--|
| Ship To |
| CITY OF MERCED Phil Lozano PUBLIC WORKS 1776 GROGAN MERCED, CA 95341 |

Terms Net 30

Due Date 2/23/2019

| Item | Description | Qty | Net | Total |
|------------------|---|-----|----------|-----------|
| IVE SO PARTS-OUT | SE PK1125CGR11 #10XL C Uncoated Polycarbonate With Expanded Metal Window Security Screen | 1 | 645.00 | 645.00T |
| IVE SO PARTS-OUT | SE QK2121CGR11 FULL REPLACEMENT TRANSPORT SEAT TPO PLASTIC SMART BELT SYSTEM | 1 | 945.00 | 945.00T |
| SE DK0100CGR11 | DOOR PANEL TPO PLASTIC BLACK- INSTALLS OVER OEM DOOR | 1 | 210.00 | 210.00T |
| SE WK0513CGR11 | WINDOW BARRIER STEEL VERTICAL | 1 | 179.00 | 179.00T |
| IVE SO PARTS-OUT | SE SK0074CGR11 2019 SKID PLATE 2019 REAR WILL DRIVE | 1 | 199.00 | 199.00T |
| IVE SO PARTS-OUT | SE QK0491CRG11 TPO FLOOR PLATE | 1 | 170.00 | 170.00T |
| SE TK1189CGR11 | CHARGER CARGO TRUCK TRAY FOR ELECTRONICS | 1 | 298.65 | 298.65T |
| IVE SO PARTS-OUT | SE GK10301S1UHKSSCAXL Dual T-Rail Mount 1 Small, 1 Universal XL, Handcuff Key Override | 1 | 349.00 | 349.00T |
| IVE SO PARTS-OUT | ANGEL ARMOR AngArm-00003 LVL IIIA BALLASTIC PANEL DRIVER SIDE CHARGER 2019 | 1 | 979.00 | 979.00T |
| IVE SO PARTS-OUT | ANGEL ARMOR AngArm-00004 LVL IIIA BALLASTIC PANEL PASSENGER SIDE CHARGER 2019 | 1 | 979.00 | 979.00T |
| IVE SO PARTS-OUT | HS PKG-PSM-368 2011-2019 Dodge Charger, 2014-2019 AWD Charger & Chrysler 300 Premium Passenger Side Mount Package | 1 | 499.00 | 499.00T |
| IVE SO PARTS-OUT | GRAPHICS AS SPEC PER MERCED POLICE DEPT. | 1 | 1,100.00 | 1,100.00T |

| | | |
|--|---|--------------------------|
| | | Subtotal |
| | | Sales Tax (8.25%) |
| | | Total |
| Fax :(916) 685 0883 | e-mail: service@emergencyvehicleoutfitters.net | |
| Installation dept: (916) 550 SHOP | www.emergencyvehicleoutfitters.net | |



Emergency Vehicle Outfitters

9858 Kent Street
Elk Grove, CA 95624

Phone : (916) 685 0800

Date 1/24/2019
Quote # 12685

| |
|--|
| Bill To |
| CITY OF MERCED PURCHASING 678 W 18TH STREET MERCED CA 95364 |

| |
|--|
| Ship To |
| CITY OF MERCED Phil Lozano PUBLIC WORKS 1776 GROGAN MERCED, CA 95341 |

Terms Net 30

Due Date 2/23/2019

| Item | Description | Qty | Net | Total |
|-------------------|---|-----|----------|----------|
| IVE SHOPPARTS-OUT | SHOP PARTS WIRES, CLAMPS, LOOM, FUSE HOLDER MISC BRACKETS | 1 | 175.00 | 175.00T |
| INS ACCLABOR | INSTALLATION OF ALL EMERGENCY EQUIPMENT WITH DEPT SUPPLIED RADIO & ANTENNA | 1 | 3,000.00 | 3,000.00 |
| INS ACCLABOR | INSTALLATION OF PANASONIC VIDEO SYSTEM | 1 | 550.00 | 550.00 |
| SHIPPING IN | SHIPPING FEE CHARGED BY VENDOR | 1 | 250.00 | 250.00T |

| | | | |
|--|---|--------------------------|-------------|
| | | Subtotal | \$14,868.70 |
| | | Sales Tax (8.25%) | \$933.79 |
| | | Total | \$15,802.49 |
| Fax : (916) 685 0883 | e-mail: service@emergencyvehicleoutfitters.net | | |
| Installation dept: (916) 550 SHOP | www.emergencyvehicleoutfitters.net | | |



ADMINISTRATIVE REPORT

Agenda Item G.15.

Meeting Date: 5/6/2019

Report Prepared by: Carl Brown, Public Works Manager - Tax Services

SUBJECT: Approval of Acceptance of Donations of Raffle Prizes for the Arbor Day Celebration from All Phase Electric Supply Company, Lowe's Companies, Inc. and Ewing Irrigation and Landscape Supply

REPORT IN BRIEF

Accepts the donation of raffle items for the Arbor Day celebration held at Applegate Park on Saturday, April 27, 2019. The donations received included: one Flood-it Prime8 LED flood light, a Nebo Armor 3 LED flashlight and two hats from All Phase Electric Supply Company; one Ogio Rain Bird backpack from Ewing Irrigation and Landscape Supply; and, one Weber BBQ grill utensil set from Lowe's Companies, Inc.

RECOMMENDATION

City Council - Adopt a motion accepting donations of raffle items for the Arbor Day celebration held at Applegate Park on Saturday, April 27, 2019, from All Phase Electric Supply Company, Lowe's Companies, Inc., and Ewing Irrigation and Landscape Supply.

ALTERNATIVES

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

AUTHORITY

Charter of the City of Merced, Section 200.

CITY COUNCIL PRIORITIES

As provided for in the FY 2018/19 Adopted Budget.

DISCUSSION

The City of Merced Trees Division received donations to be raffled from All Phase Electric Supply Company, one Flood-it Prime8 LED flood light, Nebo Armor 3 LED flashlight, and two hats. The City also received from Ewing Irrigation and Landscape Supply, one Ogio Rain Bird backpack. Lowe's,

one Webber BBQ grill utensil set. The City of Merced celebrated the 38th year of the distinction of a Tree City USA. The Arbor Day celebration event occurred on Saturday, April 27th, from 11 a.m. to 3 p.m. at Applegate Park and included the planting of five Red Sunset Maple (*Acer rubrum*) trees around the playground area. Coordination for this celebration was done by the Parks/Trees Division with assistance from the Parks and Recreation Department.

IMPACT ON CITY RESOURCES

No appropriation of funds is necessary.

ATTACHMENTS

None



ADMINISTRATIVE REPORT

Agenda Item G.16.

Meeting Date: 5/6/2019

Report Prepared by: Frank Quintero, Director of Economic Development

SUBJECT: Approval of Proposed Facility Use Agreement (Parking Agreement) Between the El Capitan Hotel Merced, LLC, and the City of Merced to Lease 60 Parking Spaces in the Ralph Shannon Arcade

REPORT IN BRIEF

Proposed Agreement to lease 60 parking space in the Ralph Shannon Arcade to the El Capitan Hotel Merced, LLC, at \$50 for each covered parking space and \$35 for each non-covered parking space.

RECOMMENDATION

City Council - Adopt a motion approving the Facility Use Agreement (Parking Agreement) with the El Capitan Hotel Merced, LLC and authorizing the City Manager or the Assistant City Manager to execute the necessary documents.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve, subject to modification (identify specific amendments 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

City of Merced Charter, Section 200

CITY COUNCIL PRIORITIES

As provided for in the 2018-19 Adopted Budget, Economic Development, Objective 3) "Coordinate with High Speed Rail, ACE Train, and other projects that may serve as economic engines in downtown."

DISCUSSION

Representatives from the El Capitan Hotel project are requesting to lease 60 parking spaces from the City of Merced in the Ralph Shannon Arcade. The spaces would be used for valet and self-parking for guests enjoying the forthcoming hotel, retail, and restaurant uses at the El Capitan Hotel. The El Capitan Hotel team and City of Merced staff have negotiated a lease, and both parties are in agreement with the proposed terms.

The ±69,316 square-foot project includes 114 hotel rooms, restaurant, meeting rooms, and retail space. The hotel project is under construction with completion time anticipated in Winter 2019. Upon securing approval from the Planning Commission, project representatives discussed with City staff a request to lease parking spaces in the Ralph Shannon Arcade. Staff anticipates 32 non-covered parking spaces on the 3rd Level and 28 covered-spaces on the 2nd Level of the Arcade are needed to accommodate the leased parking request. The proposed Facility Use Agreement (Parking Agreement) contains the terms to lease parking from the City of Merced - Parking Authority (Attachment 2.)

Key Terms

| | |
|---------------------------|--|
| Number of parking spaces: | 60 spaces (28 covered, 32 non-covered) (Covered parking, 2 nd Level - Exhibit B) (Uncovered parking, 3 rd Level - Exhibit C) |
| Consideration: | \$50 per month for each covered parking space \$35 per month for each non-covered parking space (Similar to the rate paid by UC Merced) |
| Payment: | By the first day of each quarter (January, April, July, and October) |
| Term: | 5-year term, starting at issuance of Certificate of Occupancy with three, 5-year term options |
| Time of use: | 24-hours per day/7-days a week/365-days per year |
| Identification: | El Capitan Hotel Merced, LLC, shall provide signage for leased parking spaces |

Ralph Shannon Arcade

The Ralph Shannon Arcade was constructed in 1995 at the corner of 18th and M Streets in downtown Merced which included approximately 9,450 square-feet of ground floor office space. The Arcade provides public parking to support other downtown businesses and uses. The 3-story parking facility has 177 total parking spaces. Tenants in the Arcade include UC Merced's Venture Lab and the City of Merced Parks and Recreation Department.

Of the 177 parking spaces, 63 spaces are designated for special uses including 40 spaces used for City fleet parking, 4 spaces leased to City employees (available to the public in the evening and weekends), 13 designated for City reserved parking (available to public in the evening and weekends), 3 reserved for Association of Realtors and 3 reserved for the business at 647 W. Main Street. During the Arts Alley construction project (the alley way between M St & N St/W. Main St & W. 18th St) the two businesses agreed to swap their on-site parking spaces, for spaces in the

Parcade.

Should Council approve the Facility Agreement with El Capitan Merced Hotel LLC, 123 (63 for designated use and 60 for the El Capitan Hotel project) of the 177 parking spaces in the Parade would be committed leaving 54 spaces available to the public.

To make sure the remaining 54 parking spaces are available for visitors, general City employee parking would be relocated back to Parking Lot #15 which was originally constructed for City employee use only.

Adjacent Parking Lots

The City of Merced owns four parking facilities within one-block of the Ralph Shannon Parade (See Figure 1, ATTACHMENT1). Three of the four parking lots are available to the public. Parking Lot #15 is dedicated to City of Merced employee parking. The following public parking lots are available to serve businesses and organizations located in the same vicinity as the Ralph Shannon Parade:

| | | |
|-----------------|------------|--------------------|
| Parking Lot #3 | 57 spaces | Time restricted |
| Parking Lot #4 | 46 spaces | Time restricted |
| Parking Lot #15 | 41 spaces | City employee use |
| Merced Center | 188 spaces | Open to the public |

The key mission of the Downtown Parking Plan is to provide plentiful parking to downtown customers and visitors. Staff will continue monitoring parking patterns in the adjacent lots and recommend changes as necessary.

Forthcoming Downtown Development

Other downtown projects in close proximity to the Ralph Shannon Parade and Merced Center Garage are the Hotel Tioga and Mainzer Theatre renovations. With these projects in mind and other anticipated Downtown Merced projects, there will be greater pressure on nearby parking resources. Staff is evaluating the results from a parking garage feasibility study prepared by a consulting team. The study evaluated expanding parking supply in Downtown Merced at various locations. The Council Downtown Sub-Committee also suggested staff consider transitioning strategic locations in Downtown from parallel parking to diagonal parking to increase parking supply.

Subsequent Actions

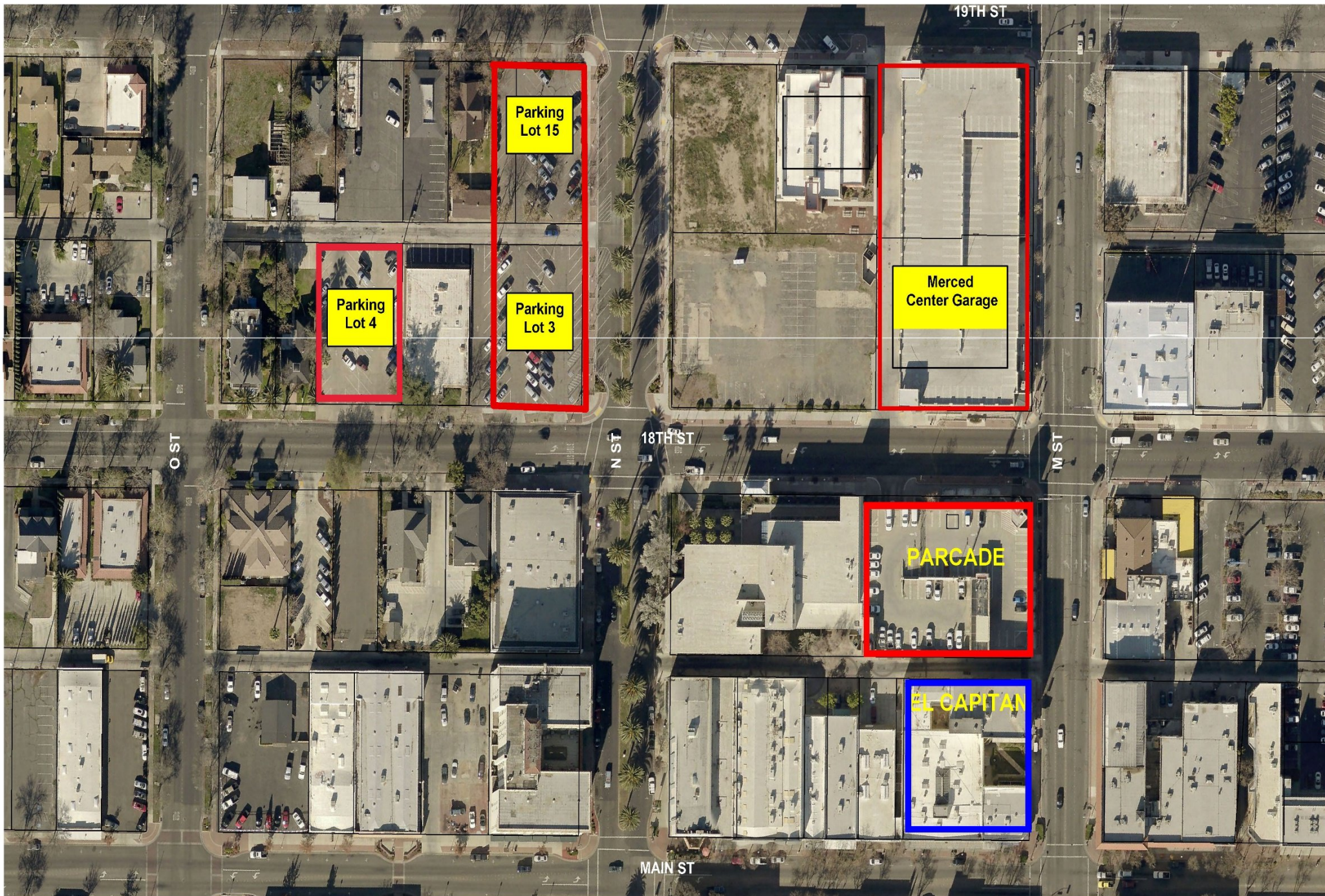
Staff will return to Council with changes to the Merced Municipal Code for parking enforcement related to the changes in parking in the Parade.

IMPACT ON CITY RESOURCES

No impact on the General Fund. The Parking Authority Fund is responsible for maintaining the condition of the parking garage, gates, elevators and lighting in the Parade. The Parking Authority Fund may realize \$30,240 annually should the Council approve the Agreement with the El Capitan Hotel Merced, LLC.

ATTACHMENTS

1. Figure 1 Parking Lots Map
2. Facility Use Agreement



City Parking Lots

FIGURE 1
Adjacent Parking Lots
(Highlighted in Red)



ATTACHMENT 1

FACILITY USE AGREEMENT for the RALPH SHANNON PARCADE

THIS FACILITY USE AGREEMENT ("Agreement") dated _____, 2019, ("Approval Date") is by and among the City of Merced, a California Charter Municipal Corporation ("City"), the Parking Authority of the City of Merced, a parking authority created pursuant to Street and Highways Code Section 32500 et seq ("Authority"), and El Capitan Hotel Merced, LLC ("Hotel").

WHEREAS, Hotel has secured approval from the City Planning Commission/Design Review Commission for the redevelopment of the El Capitan Hotel; and

WHEREAS, Hotel includes uses such as restaurants, retail and hotel lobby on the first floor, supporting a 114- room hotel renovation project; and

WHEREAS, Authority is the owner of certain real property described as follows: Ralph Shannon Parcade located at 626 W. 18th Street, Merced CA, as shown on the map attached hereto as Exhibit A ("Premises"); and

WHEREAS, Hotel requires 60 parking spaces, and desires to lease 60 parking spaces at the Premises from the Authority; and

WHEREAS, Hotel seeks to enter and use a portion of the Premises as follows: dedicated covered parking spaces on the Second Floor and uncovered parking spaces on the Third Floor as indicated on the maps attached hereto as Exhibits B (Parcade – Second Floor Parking) and C (Parcade – Third Floor Parking).

NOW, THEREFORE, Authority and the Hotel hereby agree as follows:

ARTICLE 1 – GRANT OF LICENSE

1.1 Authority hereby grants Hotel and to its agents, employees, guests, and invitees an exclusive, revocable license to enter and use the Premises for the purpose, and at the times, set forth in Article 3, below.

ARTICLE 2 – TERM

2.1 The initial term of this Agreement shall be five years beginning on the date City issues a Certificate of Occupancy to Hotel. Hotel may extend the term of this Agreement for three successive five-year additional terms beyond the initial term, subject to approvals by the Authority and the Merced City Council, both of which shall not be unreasonably withheld. In order to extend the term of this Agreement beyond the initial term and each successive five-year term, Hotel must submit a notice in writing of its request to extend no later than ninety (90) days prior to the end of the initial term of this Agreement and ninety (90) days prior to the end of each successive five year additional term.

2.2 All parties, understand, acknowledge and agree that if Hotel extends the terms of this Agreement pursuant to section 2.1 above, that Authority shall, in its sole discretion, set the price to be paid by Hotel for the parking spaces during the extended term of this Agreement, and all prices set by Authority shall be based off then current fair market value rates.

ARTICLE 3 – USE OF PREMISES

3.1 Hotel shall use the Premises as parking for self and valet parking for the El Capitan Hotel premises, including any associated restaurant or retail operations, located at 1715 M Street in Merced, California.

3.2 Time of Use. Hotel shall have access to their reserved 60 parking spaces at all times to address hotel guest demand schedules. For purposes of clarity, the Hotel will operate as a 24 hour, 7 day per week, 365-day business that will remain open indefinitely; hence the need for continuous and uninterrupted use of Hotel spaces.

3.3 Park Only. The leased parking spaces granted by Authority to the Hotel under this Agreement are provided pursuant to an exclusive license for parking only, and shall be used solely by the Hotel for the parking of motor vehicles by its employees, agents, and guests in the parking facilities identified in this Agreement, under the terms, conditions, and obligations herein and in accordance with the rules and regulations posted at the parking facilities. Notwithstanding the aforementioned, the Hotel shall be able to use the leased parking spaces for temporary storage during times of heavy maintenance or renovation projects. Subject to the indemnification and hold harmless provision of paragraph 8.2 of this Agreement and the requirements of the Vehicle Code, the leased spaces are intended to be treated as private property for purposes of the California Vehicle Code only including, but not limited to, section 22658.

3.4 Identification. The Hotel, at its sole expense, shall provide signage or markings for parking spaces to identify reserved parking spaces for exclusive use by the Hotel. Said signage or markings require prior written approval from the Authority or its designee, which shall not be unreasonably withheld.

3.5 Employee Parking. Hotel shall exercise its best and reasonable efforts to ensure that employees park in locations other than the Merced Center Parking Garage, located at the corner of M and 18th Streets and the Ralph Shannon Parade.

3.6 Parking Maintenance and Repair. Parking spaces within the Ralph Shannon Parade shall be maintained by the City and/or Authority in good order and repair including parking areas, signage, exits, streets, entrances, and sidewalks. In addition, City or Authority shall maintain and repair all utility lines necessary for lighting of the parking area as part of regular maintenance. Damage to any part of the Ralph Shannon Parade not caused by the Hotel, its guests, employees, or any person or business affiliated with the Hotel shall be repaired by the

City and Authority. If City and Authority are not able to repair or begin to repair such damage within 72 hours, Hotel may perform such repairs, and City shall forgive Hotel's quarterly payments in an amount equal to the costs of any repairs performed and paid for by Hotel. In contrast, damage to any part of the Ralph Shannon Arcade caused by the Hotel, its guests, employees, or any person or business affiliated with the Hotel shall be repaired by Hotel at its sole cost and Hotel shall repair or begin to repair such damage within 72 hours.

The City or Authority shall keep the parking area, including parking spaces, exit streets, entrances, sidewalks, and driveways in reasonably clean condition. If City and Authority are not able to keep the parking area reasonably clean, Hotel shall provide notice to City and Authority by contacting Frank Quintero or his designee at (209) 385-6826 or such other phone number that is provided to Hotel. If City or Authority is unable to bring the parking area into a reasonably clean condition within 72 hours of notice from Hotel, Hotel may perform such work, and the City and Authority shall forgive Hotel's quarterly payments in an amount equal to the costs of any work performed by Hotel.

Additional lighting, security, security cameras, and other amenities requested by the Hotel shall be fully paid for by the Hotel. Hotel must secure written permission from the City/Authority or its designee to install any improvements or amenities to the Ralph Shannon Arcade prior to making such changes or improvements.

3.7 Security Gates and Elevators. All parties to this Agreement agree to cooperate in good faith with respect to future issues regarding the use, maintenance, and coordination of the security gates and elevators related to the operations of the completed project prior to and during the terms of this Agreement. The City and Authority agree that security gates and elevators will be operated 24 hours a day, seven days a week. However, all parties understand and agree that the security gates and/or elevators may be non-operational from time to time to allow for maintenance, repairs, renovation or replacement.

ARTICLE 4 – CONSIDERATION

4.1 Pay Period. During the initial term of this Agreement Hotel shall pay Authority in advance the amounts specified below prior to the first day of each quarter (January, April, July, and October): Fifty Dollars (\$50) per month for each covered space and Thirty-Five Dollars (\$35) per month for each non-covered parking space. During any extended term of this Agreement, the amount to be paid by Hotel shall be determined by Authority in its sole discretion but shall be reasonably negotiated using then current fair market value rates. Notwithstanding the above, in no event shall the amount to be paid by Hotel be less than the rates charged during the initial term of this Agreement.

ARTICLE 5 – NOTICES

5.1 All notices to be addressed by the Hotel to City and/or Authority in connection with this Agreement shall be given in writing to Authority at:

Frank Quintero
Director of Economic Development
678 W. 18th Street
Merced, CA 95340

With a copy to:
City Attorney, City of Merced
678 W. 18th Street
Merced, CA 95340

All notices to be addressed by City or Authority to Hotel in connection with this Agreement shall be given in writing to:

John Martin
El Capitan Hotel Merced, LLC
3848 McHenry Avenue, Suite 135, #254
Modesto, CA 95356

All notices shall be sent by first class or certified mail, or by personal delivery, to the addresses set forth above. They will be deemed sent on the date of the postmark, or if personally delivered on the date of delivery provided delivery occurs prior to 5:00 p.m. If personally delivered after 5:00 p.m., the notice shall be deemed to have been sent on the following business day.

ARTICLE 6 – TERMINATION

6.1 Any Party to this Agreement may terminate this Agreement by providing at least ninety (90) days, written notice to the other Parties. Should the Agreement be terminated by City or Authority for any reason other than a breach of the Agreement by Hotel, City acknowledges that at time of the termination, the Hotel may be subject to a minimum parking requirement. City agrees to negotiate in good faith during the ninety day notice period to locate or provide parking on substantially similar economic terms, at one or more of the Parking Relocation Sites identified on Exhibit D.

6.2 Notwithstanding the provisions of section 6.1 above, in the event that the Premises are damaged from any cause rendering the parking facilities totally or partially inaccessible or unusable during the term of this Agreement as reasonably determined by Authority, Authority may terminate this Agreement by giving the Hotel seven (7) days written notice thereof.

6.3 In the event that Hotel fails to perform any term, condition, or obligation under this Agreement, and such failure continues for at least 30 days after City or Authority provides written notice of such failure (each, a “default”), in addition to all other remedies provided by law, City or Authority may terminate this Agreement upon five days’ written notice to Hotel. Notwithstanding the foregoing, City and Authority agree to provide Hotel an additional period of 30 days to cure any default under this Agreement that cannot reasonably be cured within the initial 30 days period, provided that Hotel has begun to cure the default during the initial 30 day period after notice was provided to Hotel.

6.4 All parties understand and agree that the Director of Economic Development for City is empowered to terminate this Agreement on behalf of Authority.

6.5 No right or remedy herein conferred upon or reserved to Authority and/or City is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute.

6.6 Upon expiration or earlier termination of this Agreement, the Hotel shall surrender all rights to use the parking facilities granted by this Agreement.

ARTICLE 7 - PARKING RULES AND REGULATIONS

7.1 In its use of the parking facilities, the Hotel shall at all times comply, and shall cause its employees, vendors and guests to comply, with any rules and regulations established by Authority ("Rules"). Authority may unilaterally modify or amend such Rules from time to time and will provide to Hotel written notification of such modification or amendment within 72 hours after any such modification or amendment. Hotel shall not be deemed to be in breach of this Agreement for violating any modified or amended rules or regulations prior to receiving notice of any modification or amendment.

ARTICLE 8 - INDEMNITY AND HOLD HARMLESS

8.1 Authority shall indemnify, defend and hold harmless City, Hotel, its officers, agents, and employees from and against any and all claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of Authority, its officers, partners, agents, or employees.

8.2 Hotel shall indemnify, defend and hold harmless City, Authority, its officers, partners, agents, and employees from and against any and all Claims arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of the Hotel, its officers, agents, employees, guests, invitees, or patrons.

8.3 City shall indemnify, defend and hold harmless Authority, Hotel, its officers, agents, and employees from and against any and all claims, damages, costs, expenses, or liabilities (collectively "Claims") arising out of or in any way connected with this Agreement including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent that such Claims arise from the negligent or wrongful acts or omissions of City, its officers, partners, agents, or employees.

ARTICLE 9 – INSURANCE

9.1 The Hotel, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- a. General Liability Insurance (contractual liability included) with minimum limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- b. Business Automobile Liability Insured Program or Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- c. Property, Fire and Extended Insurance in an amount sufficient to reimburse Authority for all of its equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises including leasehold improvements hereinafter constructed or installed.
- d. Workers' Compensation as required by California law.

The coverages referred to under a. b. and c. of this Section 9.1 shall include City, Authority, and both of their officers, agents and employees as additional insureds. The Hotel, upon the execution of this Agreement, shall furnish City and Authority with certificates of insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to the City and Authority of any material modification, change or cancellation of any of the above insurance coverages.

The coverages required herein shall not limit the liability of the Hotel.

ARTICLE 10 - EXTERIOR SIGNS

10.1 Any and all signs or advertisements of any nature extending into, on, or located over the Premises, shall conform to all City of Merced zoning and building codes and shall be approved, but approval shall not unreasonably withheld by Authority in writing prior to construction, use, or erection thereof. Approval by Authority shall not be unreasonably withheld, conditioned or delayed, as to location, graphics, type, content, and architectural or engineering standards.

ARTICLE 11 - COVENANTS AGAINST DISCRIMINATION

11.1 City, Authority and the Hotel each agree for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, as follows:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color creed, national origin, religion, sex, disability, marital status, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein granted, nor shall the Hotel, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of tenants, lessees, sublessees, subtenants or vendees in the Premises herein granted."

ARTICLE 12 - WAIVER

12.1 Any party's failure to enforce any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of such terms, covenants or conditions, or any subsequent breach of same, or any other term, covenant or condition contained herein.

ARTICLE 13 - ASSIGNMENT OR TRANSFER

13.1 This Agreement or the right to use the parking facility may not be assigned or transferred by the Hotel by voluntary act or otherwise without the City's and Authority's prior written consent, which shall not be unreasonably withheld. Any attempted assignment or other transfer of this Agreement in violation of this Section shall be void.

ARTICLE 14 - GOVERNING LAW

14.1 The law governing this Agreement shall be that of the State of California.

ARTICLE 15 – VENUE

15.1 The Parties hereto agree that any and all lawsuits or legal proceedings relating to this Agreement, its interpretation or the Parties' performance of this Agreement, shall take place in Merced County Superior Court.

ARTICLE 16 – ATTORNEY'S FEES

16.1 If any Party to this Agreement brings an action to enforce the terms of this Agreement or to declare rights hereunder, the substantially prevailing party in any such action, on trial or appeal, shall be awarded its reasonable attorney's fees to be paid by the substantially losing party as fixed by the Court.

ARTICLE 17 – ENTIRE AGREEMENT

17.1 This Agreement contains the entire agreement and understanding between the parties and supersedes all prior written or oral agreements with respect to the subject matter herein. No representation, warranty, condition, or agreement of any kind or nature whatsoever shall be binding upon the parties hereto unless incorporated in this Agreement. This Agreement may be modified only by a written Amendment signed by City, Authority and the Hotel.

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

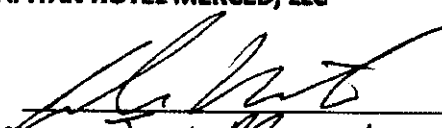
AUTHORITY:

HOTEL:

PARKING AUTHORITY OF THE CITY OF MERCED

EL CAPITAN HOTEL MERCED, LLC

By: _____
Name: _____
Title: _____

By: 
Name: David Martinez
Title: Development Manager

CITY:

ATTEST:


CITY OF MERCED
A California Charter Municipal Corporation

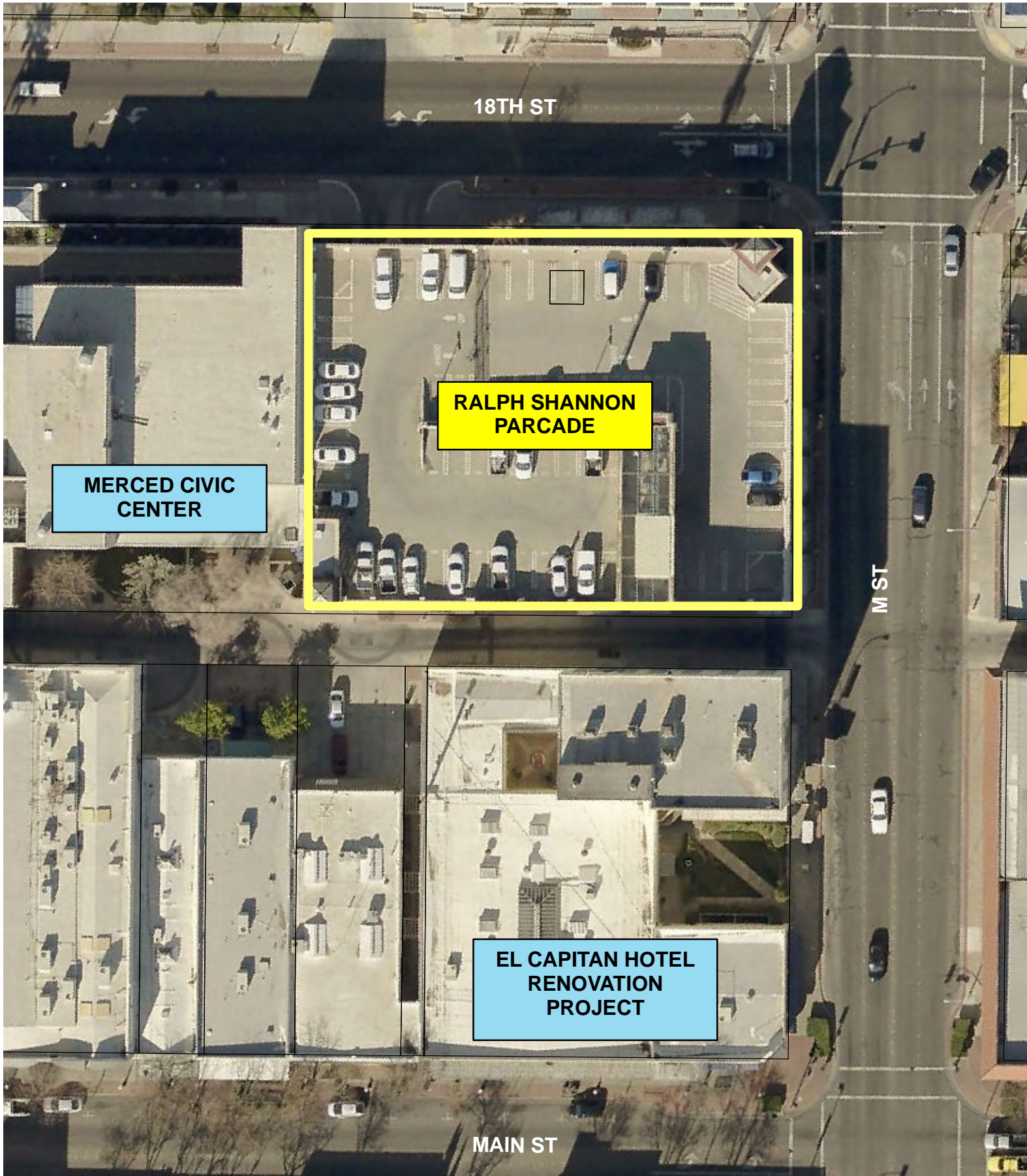
STEVE CARRIGAN, CITY CLERK

By: _____
Name: _____
Title: _____

By: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

By: 
Name: Phaedra A. Norton
Title: City Attorney



18TH ST

**RALPH SHANNON
PARCADE**

**MERCED CIVIC
CENTER**

M ST

**EL CAPITAN HOTEL
RENOVATION
PROJECT**

MAIN ST

**EXHIBIT A
CITY OF MERCED
RALPH SHANNON PARCADE**

238

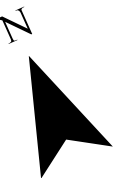
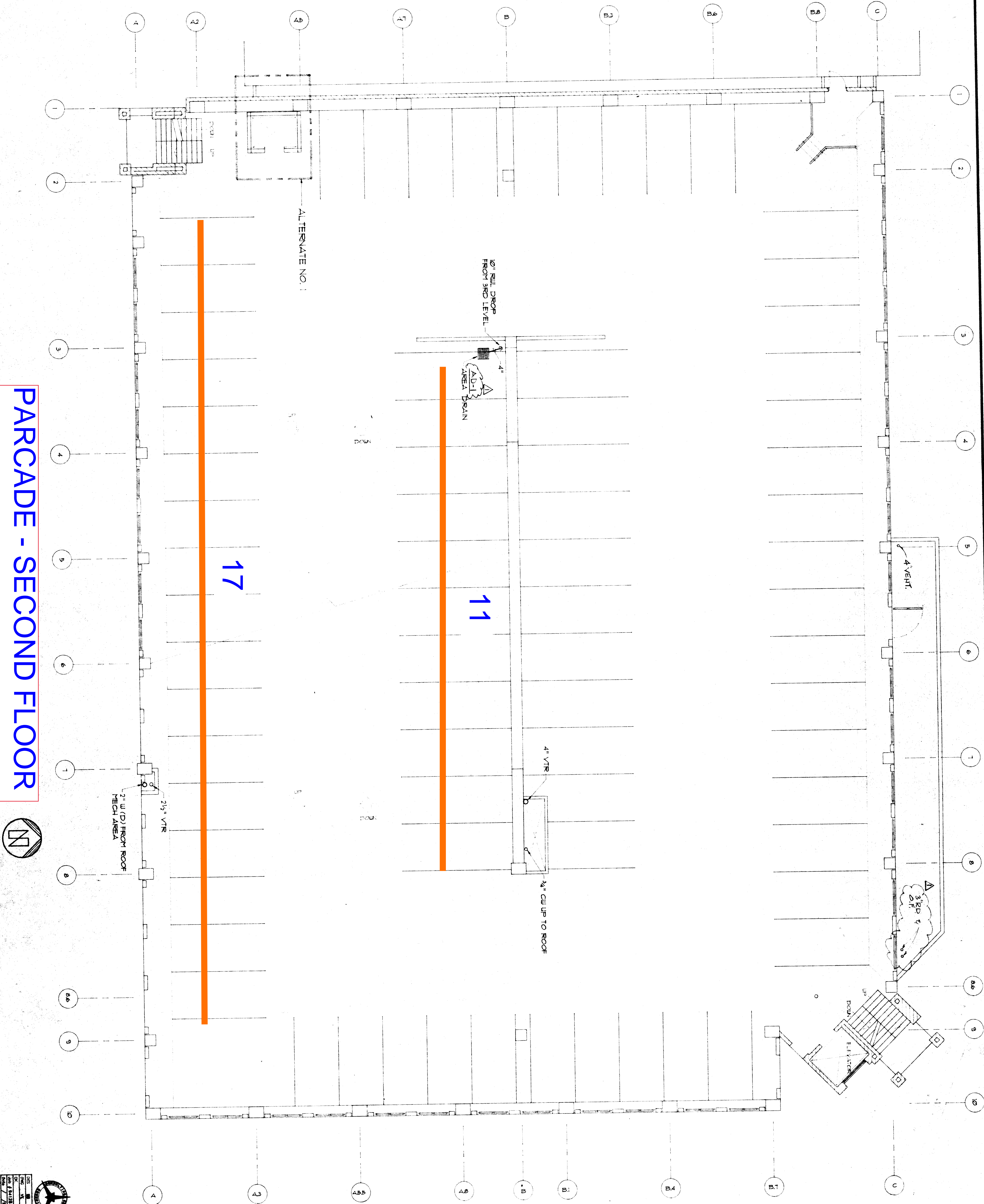
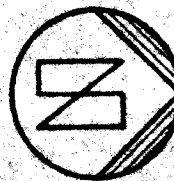


EXHIBIT B



PARCADE - SECOND FLOOR

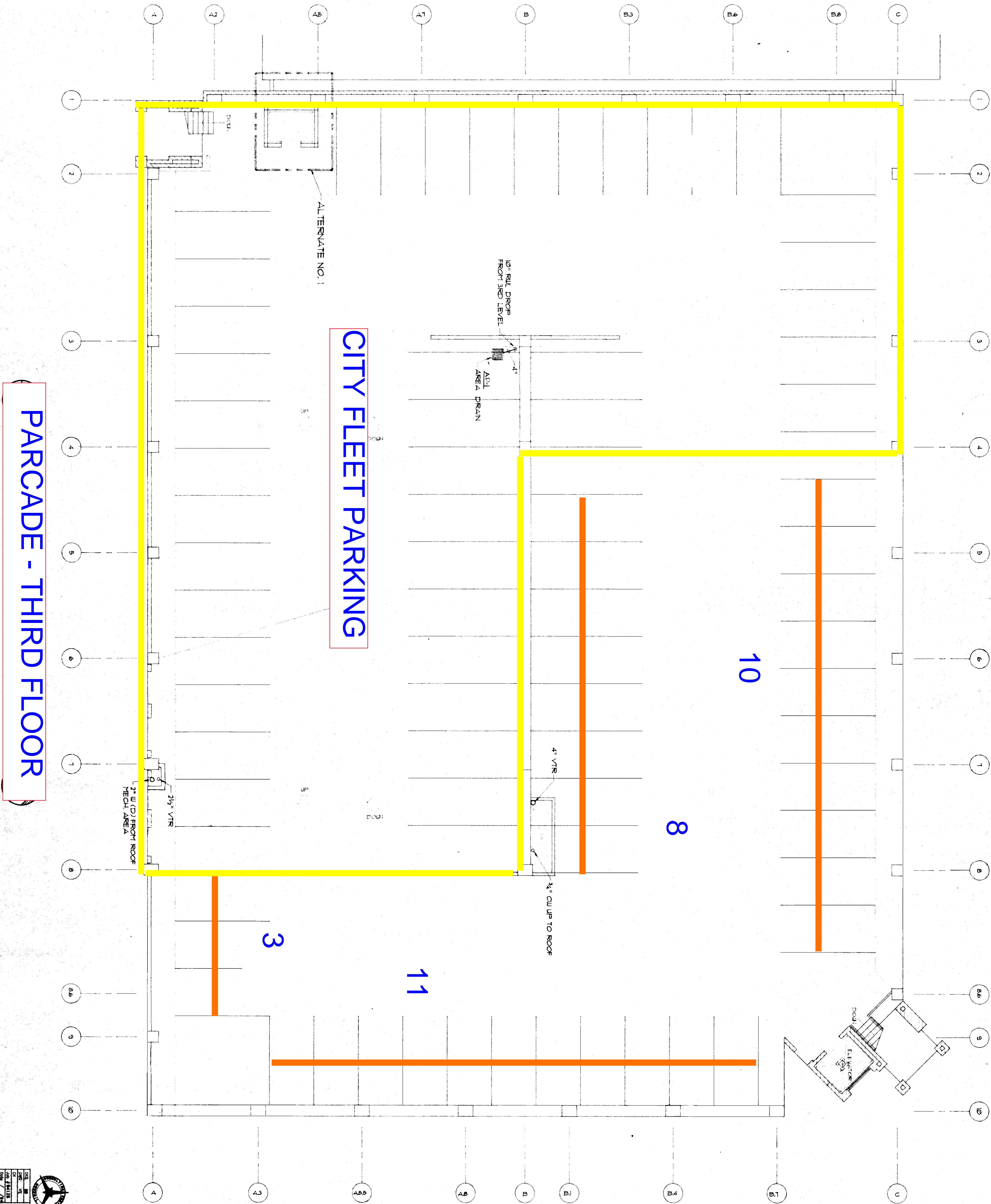


Professional Engineer Seal for TUNLEY PROVENAL, State of California, License No. 15113.

DU PERTUIS PRATT NAVARRO ARCHITECTS PLANNERS
DATE: _____
DRAWN: _____
SCALE: _____
JOB NO: _____
SHEET NO: P-3
PLUMBING SECOND FLOOR PLAN
CHECK: _____
DATE: _____
E/S W. 19th STREET
MERCED, CA 95340
(209) 722-3346 (MERCED)
(209) 576-8222 (MORISTO)

OLD TOWN CENTER
PARCADE
CITY OF MERCED REDEVELOPMENT AGENCY
18th & M STREET
MERCED, CALIFORNIA 95340

EXHIBIT C



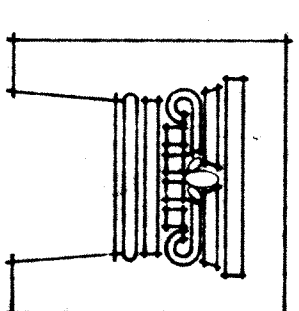
SEAL
DATE: 10/1/18
BY: [Signature]
PROJECT: OLD TOWN CENTER
SHEET NO. 10/1/18

MECHANICAL
THIRD FLOOR
PLAN

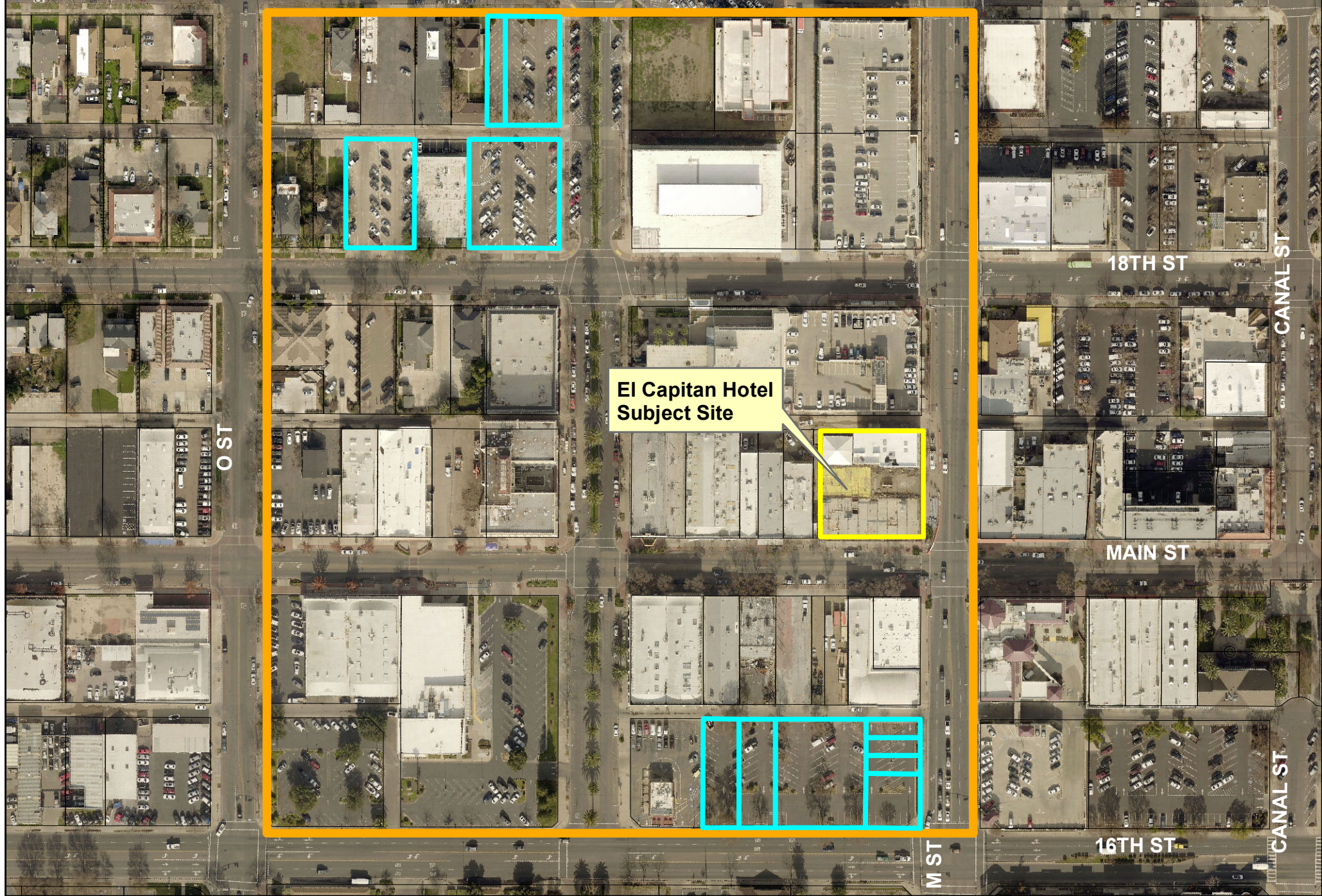
DATE: 10/1/18
DRAWN: [Signature]
SCALE: 1/8\"/>

638 W. 19th STREET
MERCED, CA 95340
(209) 722-3346 (MERCED)
(209) 576-8222 (MOBILE)

DU PERTUIS
PRATT
NAVARRO
ARCHITECTS
PLANNERS



OLD TOWN CENTER
PARCADE
CITY OF MERCED REDEVELOPMENT AGENCY
18th & M STREET
MERCED, CALIFORNIA 95340



Boundary Area

City Owned Parking Lots

**El Capitan Hotel
Parking Relocation Sites
Downtown Merced - CA**

EXHIBIT D





ADMINISTRATIVE REPORT

Agenda Item H.1.

Meeting Date: 5/6/2019

Report Prepared by: Francisco Mendoza-Gonzalez, Associate Planner, Development Services Department

SUBJECT: Public Hearing - Consider the Adoption of a Resolution Approving the Vacation of an Existing Irrevocable Offer of Dedication for Public Purposes (Installation of Public Facilities and Ground Water Treatment) of Lot A of the Tuscany East Subdivision, Generally Located at the Southeast Corner of Merced Avenue and Sable Street (Vacation #19-01) and Authorization to Execute and Record a Quitclaim Deed to Transfer Any and All of the City's Interest in the Property Back to the Original Owner

REPORT IN BRIEF

Conduct a public hearing and consider the adoption of a Resolution to approve the vacation of the irrevocable dedication to the City for public facilities and ground water treatment for Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street. Authorizes the City Manager or Assistant City Manager to execute and have recorded a quit claim deed to transfer any and all of the City's interest in the property back to the owner, Greg Hostetler.

RECOMMENDATION

City Council - Adopt a motion:

- A. Adopting **Resolution 2019-21** a Resolution of the City Council of the City of Merced, California, ordering the vacation of an irrevocable offer of dedication for public use and any and all interests held by the City concerning Lot A of the Tuscany East Subdivision, generally located at the Southeast corner of Merced Avenue and Sable Street (Vacation #19-01); and,
- B. Authorizing the City Manager or the Assistant City Manager to execute and have recorded a quitclaim deed to transfer any and all of the City's interest in the property to Greg Hostetler.

ALTERNATIVES

1. Approve as recommended by staff; or,
2. Approve, subject to modifications by the City Council; or,
3. Deny; or,
4. Refer back 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 motion).

AUTHORITY

Pursuant to Government Code section 7050 and Civil Code section 1009, subdivision (c), the City accepted the irrevocable offer to dedicate this property for the public purpose of installing equipment to conduct ground water treatment. Pursuant to Government Code section 7050, the City can only dispose of the irrevocable offer of dedication through the vacation procedures found in Streets and Highways Code section 8300 *et seq.*

Additionally, the City of Merced Administrative Policies and Procedures No. A-6 provides direction to staff for processing vacation requests, and City Resolution 86-80 establishes a policy concerning costs associated with the vacation.

CITY COUNCIL PRIORITIES

Not applicable.

DISCUSSION

In 2005, the Planning Commission approved the Tuscan East subdivision (in Southeast Merced) which subdivided an 8.6-acre lot into 47 lots for single-family homes (Attachment 1). The Final Map for this subdivision was subsequently approved by the City Council in 2006. Said Final Map required the developer to irrevocably dedicate Lot A to the City of Merced for the public purpose of installing ground water clean-up/monitoring equipment (Condition #12 at Attachment 6).

The ground water had been contaminated by General Electric for many decades when they occupied a nearby site at 1715 Kibby Road, sometime between the 1950's and 1990's. During this time, General Electric used an onsite pond to dump waste and cleaning residue. Some of that waste contained traces of trichloroethylene (TCE), which poses many health risks. The TCE percolated through their soil and contaminated the groundwater throughout the surrounding area. The City used Lot A to install filtration systems that would treat contaminated ground water then pump clean/treated water out onto the adjacent Hartley Lateral canal.

Around 2011, the State Water Board determined that the water treatment equipment was no longer needed (Attachment 7). The City, therefore, no longer needs Lot A to monitor water contamination in this area. The City Engineer, along with other City staff, have reviewed this request and are recommending that the City vacate Lot A and return the lot to the original owner, Greg Hostetler, Ranchwood Development. Greg Hostetler would like to develop Lot A into a single-family home. This home would be required to meet the conditions of approval for this subdivision, including those conditions regarding development standards and design standards.

History and Past Actions

At the Planning Commission meeting of March 20, 2019, the Planning Commission reviewed the vacation for consistency with the City's General Plan and found, by unanimous vote of those present, that the proposed vacation does not conflict with any General Plan policies, text, or maps, and is, therefore, consistent with the General Plan.

On April 1, 2019, the City Council adopted a Resolution of Intention (Resolution #2019-11) and set May 6, 2019, as the date for the public hearing to consider Vacation #19-01.

Recommendation

Staff is recommending the adoption of the Resolution at Attachment 8 to approve the vacation of the irrevocable dedication of the 0.18-acre lot known as Lot A of the Tuscan East Subdivision. Staff is also seeking authorization for the City Manager or Assistant City Manager to execute a quitclaim deed and have it recorded so the any and all of the City's interest in the property can be transferred back to the original owner.

IMPACT ON CITY RESOURCES

There would be no impact on City resources with this action.

ATTACHMENTS

1. Location Map
2. Legal Description
3. Parcel Map
4. Final Map
5. Ground Water Clean-Up/Monitoring Equipment
6. Resolution Requiring Lot A be Transferred to the City of Merced
7. Letter from the State Water Board
8. Draft City Council Resolution



EXHIBIT "A"
Legal Description

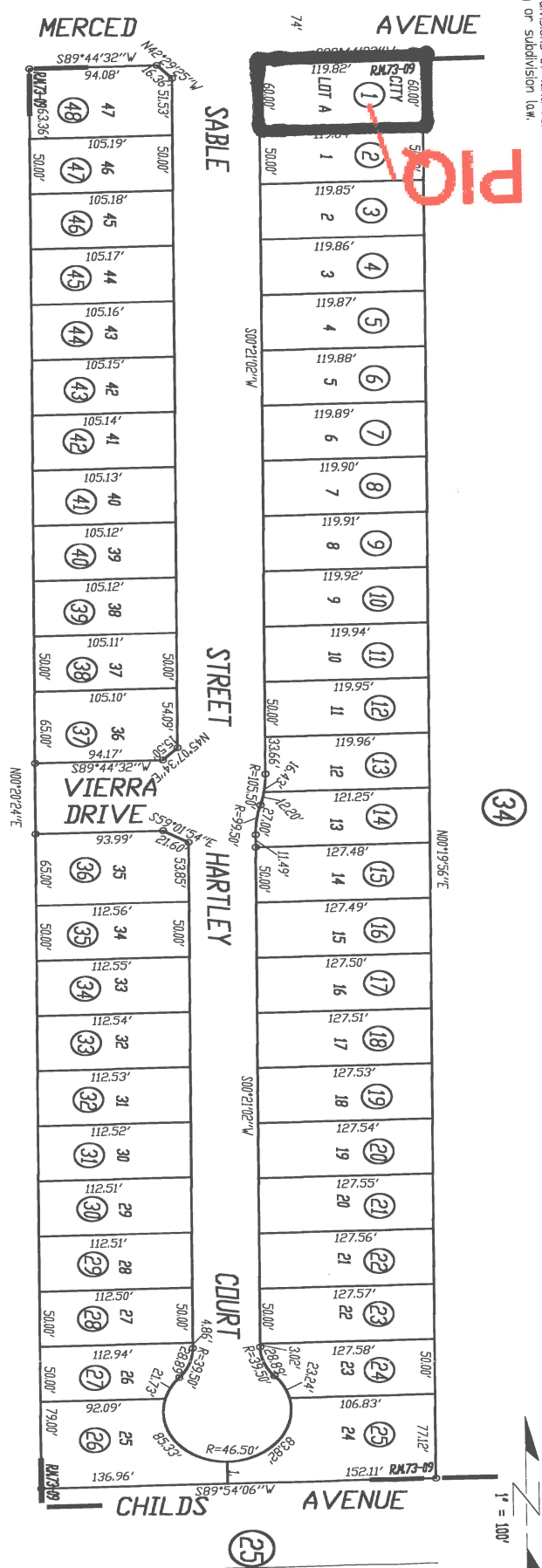
For APN/Parcel ID(s): 061-640-001-000

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

LOT A, AS SHOWN ON THE MAP ENTITLED "FINAL MAP FOR TUSCANY EAST" RECORDED APRIL 19, 2006 IN BOOK 73 OF OFFICIAL PLATS, PAGES 9 THROUGH 12, INCLUSIVE, MERCED COUNTY RECORDS AND BY CERTIFICATE OF CORRECTION RECORDED JUNE 28, 2006 AS INSTRUMENT NO. 2006-045788, MERCED COUNTY RECORDS AND BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 03, 2006 AS INSTRUMENT NO. 2006-075517, MERCED COUNTY RECORDS.

NOTE -
For Assessment purposes only,
this map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land,
and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company
does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PDR. S1/2 SEC.27, T.7S., R.14E., M.D.B.&M. Tax Rate Area 005-146 61-64



ATTACHMENT 3

Tuscany East, R.M. Vol.73, Pg.9

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 61 -Pg.64
County of Merced, Calif.
2006

OWNER'S STATEMENT

The undersigned being all parties having any record title interest in the property described in this map and hereby irrevocably offer for preparation and recording of this map and hereby irrevocably offer for dedication for public use the 17 foot right of way along the north side of Childs Avenue, the 10 foot Landscape Easement, the Wall Easement along the entire length of the eastern property line, the 4.5' x 22' Public Utility Easement, Sabie Street, Tuscany Court, Sierra Drive, the 8 foot Public Utility Easement and Lot A, as shown on this map.

For: Tuscany Merced, LLC, a California Limited Liability Company
By: Greg Hostetler, President
By: Mark Gomball, Vice President
By: Rosana T. Laxa, Vice President
For: American Securities Company, a California Corporation
as Trustee under Deed of Trust

NOTARY STATEMENT

State of California
County of Merced
On this 7th day of March, 2006, before me, Kathy J. Parsons, a Notary Public in and for said County and State, personally appeared Mark Gomball and Rosana T. Laxa, personally known to me (as shown on the basis of satisfactory evidence), and acknowledged to me that they executed the instrument and acknowledged to me that they executed the instrument in their authorized capacities, and that by their signature on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.
Capacity Claimed By Signer: ☐ Individual(s) ☐ Partner(s) ☐ Trustee(s) ☒ Attorney-In-Pact ☐ Corporate.
Notary Signature: Kathy J. Parsons Printed Name of Notary
Commission Expiration: May 25, 2006 County of Place of Business
(DO NOT STAMP)

CITY CLERK'S STATEMENT

I, James G. Marshall, City Clerk of the City of Merced, do hereby certify that the map was filed for recording in the City of Merced on this 11th day of March, 2006, and that the map is a true and correct copy of the map as shown on the map.

IN WITNESS WHEREOF, I have set my hand this 11th day of March, 2006.
James G. Marshall, CITY CLERK

EASEMENTS, EXCEPTIONS & RESERVATIONS OF RECORD

1.) PRELIMINARY TITLE REPORT
Prepared By: TransCounty Title Co.
Document: 05-04505-00
Instruments: 18, 2005
Purpose: Used in preparation of this map and made a part hereto by reference.

2.) Easement
Granted to Merced Irrigation District.
Document: Vol. 1, Agreements, Pg. 190
Purpose: Irrigation and incidental area
Affects: Not disclosed of record.

NOTARY STATEMENT

State of California
County of Merced
On this 8th day of March, 2006, before me, Nancy D. Massey, a Notary Public in and for said County and State, personally appeared Greg Hostetler, personally known to me (as shown on the basis of satisfactory evidence), and acknowledged to me that they executed the instrument and acknowledged to me that they executed the instrument in their authorized capacities, and that by their signature on the instrument, the persons, or the entity upon behalf of which the persons acted, executed the instrument.
Capacity Claimed By Signer: ☒ Individual(s) ☐ Partner(s) ☐ Trustee(s) ☐ Attorney-In-Pact ☐ Corporate.
Notary Signature: Nancy D. Massey Printed Name of Notary
Commission Expiration: June 19, 2007 County of Place of Business
(DO NOT STAMP)

SURVEYOR'S STATEMENT

This map was prepared by me or under my direction and is based upon a field survey in conformance with the requirements of the Subdivision Map Act and local ordinance at the request of Greg Hostetler on November 3, 2004. I hereby state that this final map substantially conforms to the approved or recorded map and that the map is a true and correct copy of the map as shown on the map.

Robert E. Grubbs, L.S. 6844
REGISTERED LAND SURVEYOR
STATE OF CALIFORNIA
Exp. 9-9-07

CITY ENGINEER'S STATEMENT

I hereby state that I have examined this final map and the subdivision shown hereon is substantially the same as it appeared on the tentative map and that the map is a true and correct copy of the map as shown on the map.

Dated this 9th day of March, 2006.

David L. Tucker, R.C.E. 16844
CITY ENGINEER



RECORDER'S STATEMENT

Filed this 14th day of March, 2006, at 11:43 o'clock
A.M. in Volume 73 of Official Maps at Page(s) 12 at the request of Golden Valley Engineering and Surveying, Inc.
M. Stephen Jones
COUNTY RECORDER
By: Denise Hamilton, Deputy

MAJOR SUBDIVISION NO. 1268 FINAL MAP FOR TUSCANY EAST

BEING A SUBDIVISION OF THE EAST ONE-HALF OF LOT 93, AS SHOWN ON THE MAP ENTITLED, "MAP OF MERCED COLONY", RECORDED FEBRUARY 3, 1910, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOLUME 4 OF OFFICIAL PLATS, AT PAGE 24, PORTION SECTION 27, T.7S., R.14E., M.D.B. & M.

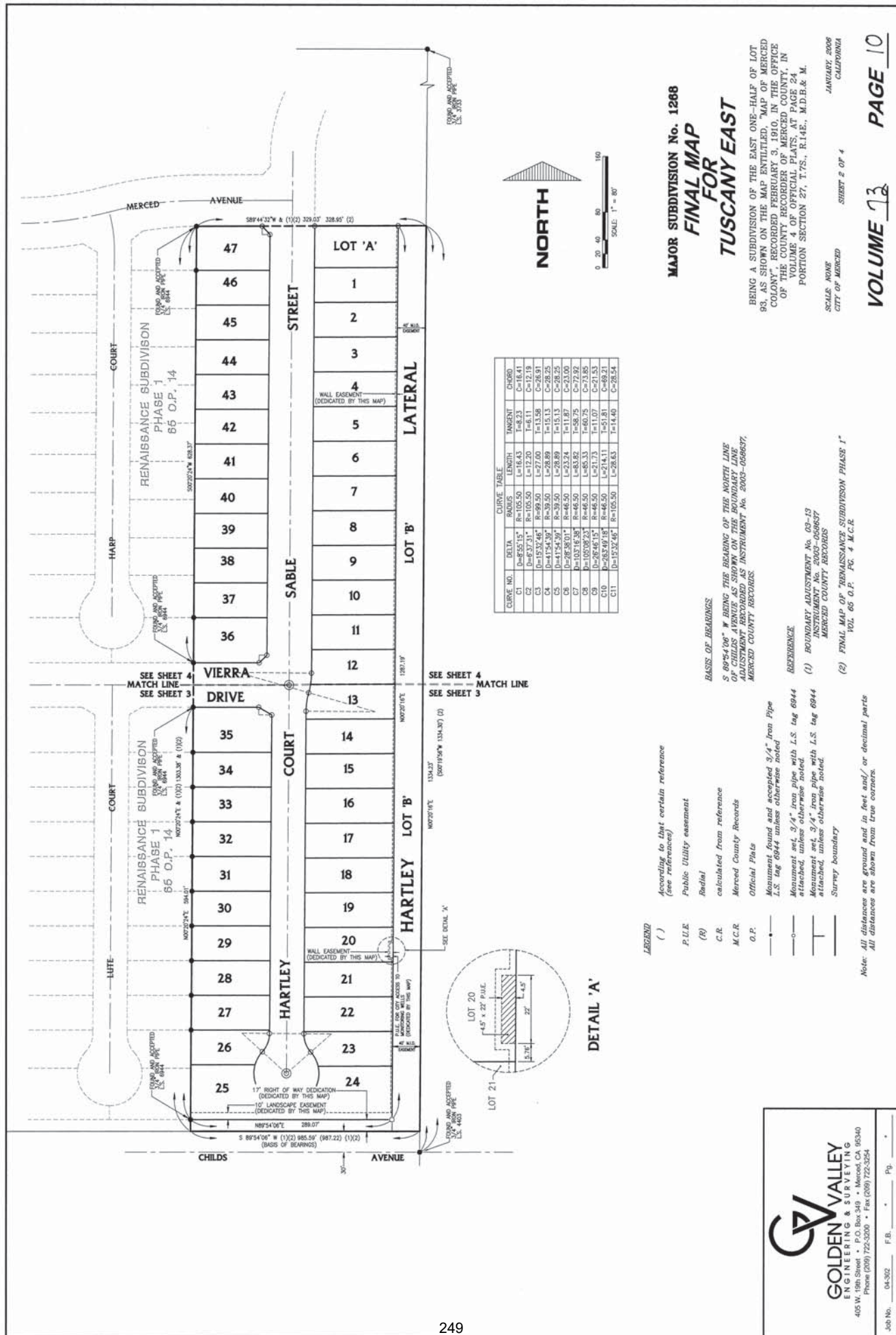
SCALE NONE
CITY OF MERCED
SHEET 1 OF 4
JANUARY 2006
CALIFORNIA

VOLUME 73 PAGE 9



405 W. 16th Street • P.O. Box 345 • Merced, CA 95340
Phone (209) 722-3300 • Fax (209) 722-3254

Job No. _____ F.B. _____ Pg. _____



MAJOR SUBDIVISION No. 1268
FINAL MAP FOR TUSCANY EAST

BEING A SUBDIVISION OF THE EAST ONE-HALF OF LOT 93, AS SHOWN ON THE MAP ENTITLED, "MAP OF MERCED COLONY", RECORDED FEBRUARY 3, 1910, IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, IN VOLUME 4 OF OFFICIAL PLATS, AT PAGE 24, PORTION SECTION 27, T7S., R14E., M.D.B. & M.

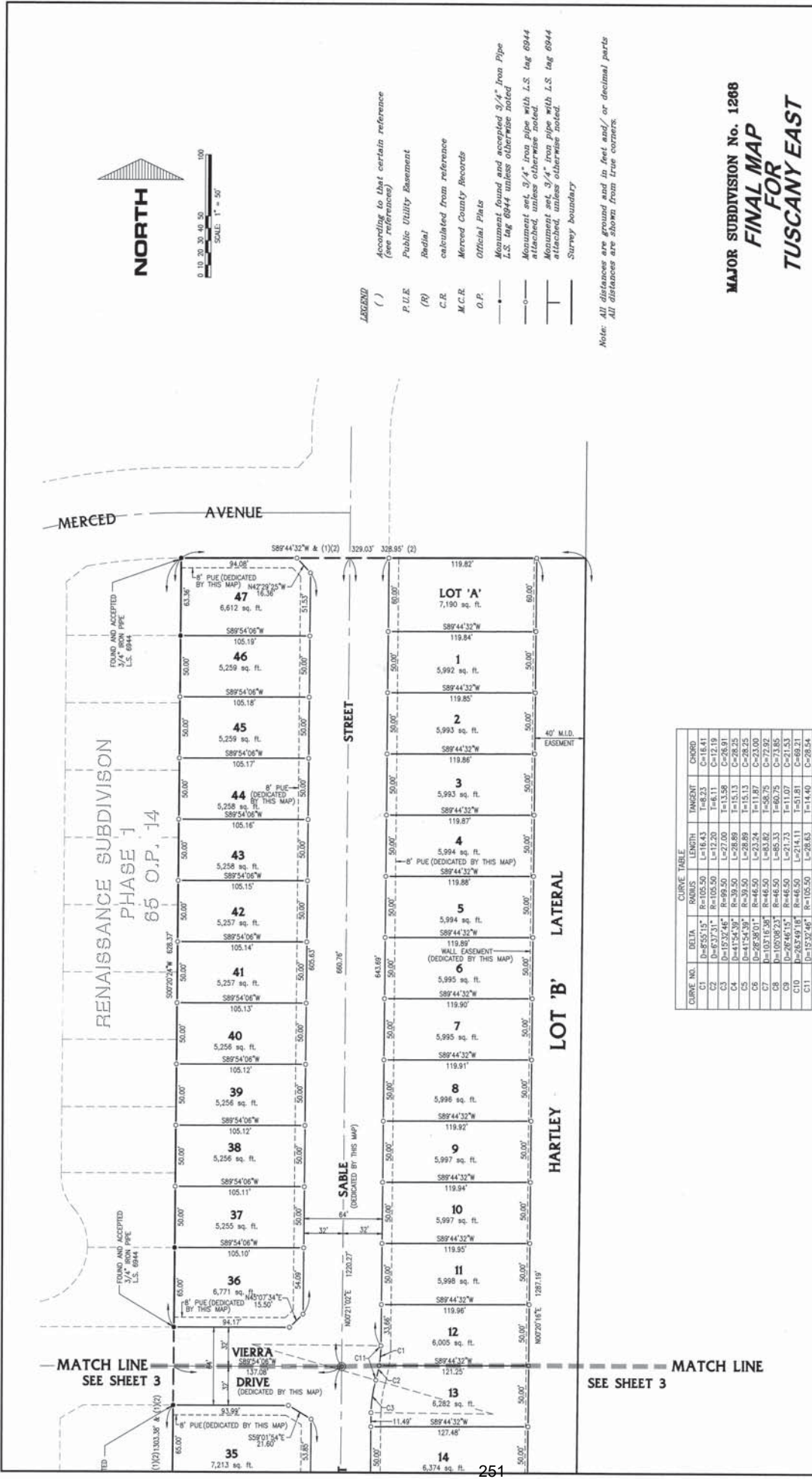
SCALE: NONE
CITY OF MERCED
SHEET 2 OF 4
JANUARY, 2006
CALIFORNIA

VOLUME 13 PAGE 10

GOLDEN VALLEY
ENGINEERING & SURVEYING
405 W. 19th Street • P.O. Box 349 • Merced, CA 95340
Phone (209) 722-5000 • Fax (209) 722-5054

Job No. 04-302 F.B. Pg. *





MAJOR SUBDIVISION No. 1268
FINAL MAP
FOR
TUSCANY EAST

BEING A SUBDIVISION OF THE EAST ONE-HALF OF LOT 93, AS SHOWN ON THE MAP ENTITLED, "MAP OF MERCED COLONY", RECORDED FEBRUARY 3, 1910, IN THE OFFICE OF THE COUNTY CLERK OF MERCED COUNTY, IN VOLUME 1 OF OFFICIAL PLATS, AT PAGE 8 & M. PORTION SECTION 27, T.7S., R.14E., M.D.B. & M.

SCALE: MAP CITY OF MERCED SHEET 4 OF 4 JANUARY, 2006 CALIFORNIA

REFERENCE (1) BOUNDARY ADJUSTMENT No. 03-13 INSTRUMENT No. 2003-056657 MERCED COUNTY RECORDS (2) FINAL MAP OF "RENAISSANCE SUBDIVISION PHASE 1" VOL. 65 O.P. PG. 4 M.C.R.

BASES OF BEARINGS S 89°54'08" W BEING THE BEARING OF THE NORTH LINE OF CHILDS AVENUE AS SHOWN ON THE BOUNDARY LINE ADJUSTMENT No. 03-13 INSTRUMENT No. 2003-056657, MERCED COUNTY RECORDS.

GOLDEN VALLEY ENGINEERING & SURVEYING 465 W. 19th Street, P.O. Box 348 • Merced, CA 95340 Phone (209) 722-0300 • Fax (209) 722-0354

VOLUME 73 PAGE 12

Job No. 04-302 F.B. Pg.

251

Note: All distances are ground and in feet and/or decimal parts. All distances are shown from true corners.

- LEGEND () According to that certain reference (see references) P.U.E. Public Utility Easement (R) Radial C.R. calculated from reference M.C.R. Merced County Records O.P. Official Plats Monument found and accepted 3/4" Iron Pipe L.S. tag 6844 unless otherwise noted Monument set, 3/4" iron pipe with L.S. tag 6844 attached, unless otherwise noted Monument set, 3/4" iron pipe with L.S. tag 6844 attached, unless otherwise noted Survey boundary

| CURVE NO. | DELTA | RADIUS | LENGTH | TANGENT | CHORD |
|-----------|----------|----------|---------|---------|---------|
| C1 | 8°55'15" | R=105.50 | L=16.43 | T=8.23 | C=16.41 |
| C2 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C3 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C4 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C5 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C6 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C7 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C8 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C9 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C10 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |
| C11 | 8°55'15" | R=105.50 | L=12.20 | T=6.11 | C=12.19 |



CITY OF MERCED
Planning Commission

Resolution #2801

WHEREAS, the Merced City Planning Commission at its regular meeting of February 23, 2005, held a public hearing and considered **Vesting Tentative Subdivision Map (VTSM) #1268** ("Tuscany East"), initiated by Golden Valley Engineering, engineers for James and Catherine Lynn, property owners, to allow the subdivision of 8.6 acres into approximately 47 single-family residential lots located north of Childs Avenue and west of the Doane Hartley Lateral within a Rr-1-5 (Low Density Residential 5,000-square-foot lot minimum) zone; also known as Assessor's Parcel No. 061-340-009; and,

WHEREAS, the Merced City Planning Commission concurs with Findings A through M of Staff Report #05-16; and,

WHEREAS, Merced City Planning Commission does resolve to hereby find that the previous environmental review [Environmental Impact Report for the Weaver Annexation (SCH#94062048)] remains sufficient and no further documentation is required (CEQA Section 15162), and approve Vesting Tentative Subdivision Map #1268 ("Tuscany East"), subject to the following conditions:

1. The proposed project shall be constructed/designed as shown on Exhibit 1 (Proposed Vesting Tentative Map) - Attachment B, subject to conditioned changes, of Staff Report #05-16.
2. All conditions contained in *Resolution #1175-Amended ("Standard Tentative Subdivision Map Conditions")* shall apply.
3. The proposed project shall comply with all standard Municipal Code (including R-1-5 design standards) and Subdivision Map Act requirements as applied by the City Engineering Department.
4. All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.

PLANNING COMMISSION RESOLUTION #2801

Page 2

February 23, 2005

5. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before final map approval. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.
6. The developer/applicant shall indemnify, protect, defend, and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. City shall promptly notify the developer/applicant of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.
7. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
8. Street names to be approved by City Engineer.

PLANNING COMMISSION RESOLUTION #2801

Page 3

February 23, 2005

9. Dedicate, by Final Map, all interior street rights-of-way and all necessary easements and as needed for irrigation, utilities, drainage, landscaping, and open space.
10. The tentative map shows no surface storage of storm water. Developer shall install underground pipe storage with consideration as to whether the existing pump station pumping rate can or cannot be adjusted.
11. Tentative Map approval is subject to recordation of a Parcel Map creating the parcel shown north of this tentative map.
12. The parcel north of Lot 1 shall be one Lot instead of two. Label the 60 x 119.82 parcel as "Lot A". Grant the City a "public facilities and ground water treatment" easement over all of Lot A. Final Map may contain a note that the developer would have ownership and rights to build a house on the lot should the City ever abandon the easement.
13. The drainage or the valley gutter in the street along Lots 1 through 13 is unacceptable. In addition, no valley gutter of any kind shall be installed within this subdivision.
14. Dedicate additional Childs Avenue right-of-way and easements to match *Merced Vision 2015 General Plan* requirements for 94-foot wide arterial, plus landscape and public facilities easements varying from 12-feet to 15-feet in width.
15. Provide for City review and approval of landscape/irrigation plans, prepared by a licensed landscape architect, for all areas of landscaping that are to be maintained by City.
16. Reconstruct Childs Avenue pavement to meet City Standards for Arterial streets.
17. Compliance with the 40-foot visual corner is required for corner lots (approximately 3 lots), and may result in the applicant constructing smaller homes on these lots or increasing the front yard setbacks. A

PLANNING COMMISSION RESOLUTION #2801

Page 4

February 23, 2005

4-foot encroachment for the porch area can be allowed within this area. Details to be worked out with staff.

18. At the building permit stage, the site plans for each lot shall include paved side yard or backyard location for storage of 3 refuse cans/containers.
19. The cul-de-sac bulb shall be open-end style including sidewalk connectors to adjacent streets and walls from back of house to back of house. Any wall openings shall be a minimum of 20 feet wide with wrought iron gates to allow pedestrian access per City design practices.
20. A 6-foot masonry wall will need to be constructed along the entire length of the eastern property line. Design and details will need to be worked out with staff at the building permit stage.

Upon motion by Commissioner Shankland, seconded by Commissioner Acheson and carried by the following vote:

AYES: Commissioners Shankland, Acheson, Fisher, Conte, Pollard,
and Chairman Burr


NOES: None

ABSENT: Commissioner Eisenhart

Adopted this 23rd day of February, 2004


Chairman, Planning Commission of
the City of Merced, California

ATTEST:


Secretary

tl/P.RES:#2801

Effluent flow measurements were recorded daily. The results of VOC and inorganic constituent analyses, flow measurements, and field parameter measurements from the effluent indicate the system is in compliance with the NPDES permit. Laboratory analytical results for treatment system samples analyzed for TCE, inorganic constituents, and toxicity are summarized in Tables 2, 3, and 4, respectively.

2.2 OFF-SITE GROUNDWATER REMEDIATION

Off-site groundwater remediation consists of the 100-foot zone and multizone remediation systems and domestic wellhead treatment systems. The off-site groundwater remediation systems are permanently shut down in accordance with RWQCB approval letters (RWQCB, 2009 and 2011). The wellhead treatment systems are installed at four domestic supply wells adjacent to the site where there have been historical TCE detections at concentrations greater than 3 µg/L in well water samples. Historically, TCE was detected at trace concentrations in the Weaver School well until 1994. A wellhead treatment system was installed at the Weaver School in 1993 as a precautionary measure. In 2008, the school elected to bypass the treatment system for its well and reportedly connected the well to the school's landscape irrigation system.

When operating, extracted groundwater is treated using liquid-phase GAC at the off-site and wellhead treatment systems. Treated water from the 100-foot zone and multizone systems is discharged to the MID Hartley Lateral Canal west of the former Kendall site (Figure 9) and sampled in accordance with the NPDES permit.

2.2.1 Former 100-Foot Zone Remediation System

The 100-foot zone treatment system has been permanently shut down in accordance with a May 13, 2009, RWQCB letter (RWQCB, 2009). During monitoring events, samples are collected from well MW-46A using the pump and purge method as described in Section 2.3.2.

2.2.2 Multizone Remediation System

The multizone treatment system has been permanently shut down in accordance with a September 16, 2011, RWQCB letter (RWQCB, 2011). During monitoring events, samples are collected from well MW-57D using the pump and purge method as described in Section 2.3.2.

2.2.3 Domestic Wellhead Treatment Systems

Wellhead treatment systems are installed at the Weaver School supply well and domestic wells located at 409 North Coffee, 459 North Coffee, 81 North Coffee, and 3160 East Childs. The domestic wellhead systems at 409 North Coffee and 3160 East Childs consist of 20 cubic feet (or approximately 550 pounds) of GAC underlain by 500 pounds of gravel filter medium. The domestic wellhead systems at 81 North Coffee and 459 North Coffee consist of about

RESOLUTION NO. 2019-_____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MERCED, CALIFORNIA
ORDERING THE VACATION OF AN
IRREVOCABLE OFFER OF DEDICATION
FOR PUBLIC USE AND ANY AND ALL
INTERESTS HELD BY THE CITY
CONCERNING LOT A OF THE TUSCANY
EAST SUBDIVISION, GENERALLY
LOCATED AT THE SOUTHEAST CORNER
OF MERCED AVENUE AND SABLE
STREET (VACATION #19-01)**

WHEREAS, by adoption of Resolution No. 2019-11 on April 1, 2019, the City Council declared its intention to consider the vacation of an irrevocable offer of dedication for public use and any and all interests held by the city concerning a lot in the City of Merced, consisting of a 0.18-acre lot known as Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street (Vacation #19-01), and more particularly described in Exhibit A and shown in Exhibit B, attached hereto and incorporated herein by this reference, and set a public hearing thereon; and

WHEREAS, Resolution No. 2019-11 fixed a time and place for hearing all persons interested in or objecting to the proposed vacation to wit: On Monday, May 6, 2019, at the hour of 6:00 p.m. of said day, in the Council Chambers of the City Council, 678 West 18th Street, Merced, California, which said time was not less than fifteen (15) days from the above-mentioned date and passage of Resolution No. 2019-11; and

WHEREAS, Resolution No. 2019-11 was published in the manner prescribed by Section 8320 of the Streets and Highways Code of the State of California; and

WHEREAS, the public hearing occurred on May 6, 2019; and

WHEREAS, On April 3, 2019, notices were conspicuously posted along the lines of the property proposed to be vacated, which notices consisted of copies of Resolution No. 2019-11; and

WHEREAS, the vacation of the dedication as proposed by Resolution No. 2019-11 was submitted to the Planning Commission on March 20, 2019, which found the proposed vacation to be in conformity with the general plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The City Council finds from all of the evidence submitted that the irrevocable offer of dedication for public purposes, to wit: for Public Facilities and Ground Water Treatment, for Lot A of the Tuscany East subdivision, generally located at the southeast corner of Merced Avenue and Sable Street in the City of Merced, as described on Exhibit A and shown on Exhibit B, is unnecessary for present or prospective public use.

SECTION 2. It is hereby ordered that the irrevocable offer of dedication for public use and any and all interests held by the city concerning the above described property be and the same is hereby vacated, pursuant to the provisions of Part 3, Division 9, of the Streets and Highways Code of the State of California, being the Public Streets, Highways, and Services Easements Vacation Law, section 8300 *et seq.*

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

PASSED AND ADOPTED by the City Council of the City of Merced at a regular meeting held on the ____ of _____, 2019, by the following called vote:

AYES: Council Members:

NOES: Council Members:

ABSTAIN: Council Members:

ABSENT: Council Members:

APPROVED:

Mayor

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

(SEAL)

APPROVED AS TO FORM:

BY: Kelly Fincher 5-1-19
City Attorney Date



ADMINISTRATIVE REPORT

Agenda Item I.1.

Meeting Date: 5/6/2019

Report Prepared by: Steve Carrigan, City Manager

SUBJECT: Report - Update to the City Council on Entry Signs Into the City and Possible Next Steps for the Project

REPORT IN BRIEF

Staff will present a Report updating the City Council on the Entry Sign project and seek direction on next steps.

RECOMMENDATION

Provide staff direction on next steps for the City of Merced Entry Signs.

DISCUSSION

The City Council had discussions on the installation of entry signs at the gateways into the community to greet people as they cross the City limits. On November 6, 2017, the City Council created an ad hoc committee that held a Welcome Sign Contest within the community soliciting designs for gateways and slogans for the City. The ad hoc committee presented the results of the contest to the City Council on February 19, 2018. After reviewing the results of the contest, the City Council directed staff to begin working with a professional design firm tasked with combining the contest drawings into more formal concepts.

Graphic Solutions is a firm that is familiar with Merced, having designed the wayfinding signs that direct people to various locations in the City. On August 20, 2018, Graphic Solutions was retained by the City to meet with staff and conduct a site study, reviewing the Welcome Sign Contest results and developing three concept designs. The designs would include indications for sizes, materials, colors, lighting and locations. Over the next five months, staff worked with Mr. Simon Andrews of Graphic Solutions to complete the concept designs.

At the March 14, 2019 Arts and Culture Advisory Commission meeting, Staff presented designs from Simon Andrews for their input and direction. Simon Andrews made minor changes to the design from the direction and comments made by the Arts and Culture Commission.

In partnership with Mr. Andrews, staff is presenting the refined design concepts to the City Council for consideration and seeking direction on next steps.

IMPACT ON CITY RESOURCES

None at this time. However, should the City Council choose to pursue this project, funding will need to be identified for the engineering design and construction of entry signs.

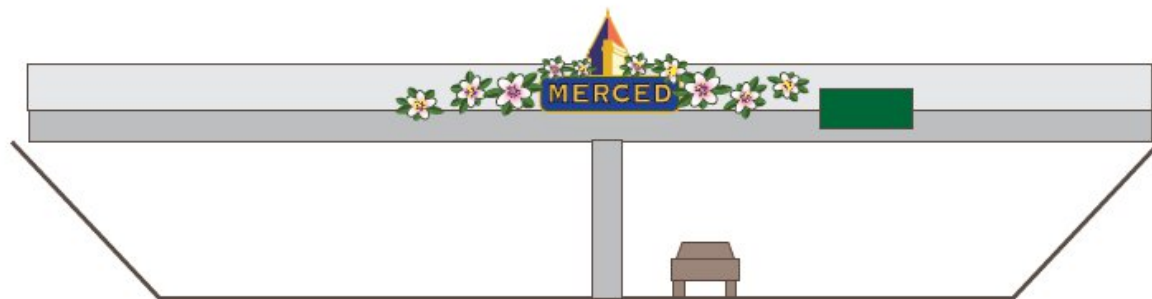
ATTACHMENTS

1. Presentation



Welcome Sign Presentation

BY STEVE CARRIGAN, CITY MANAGER

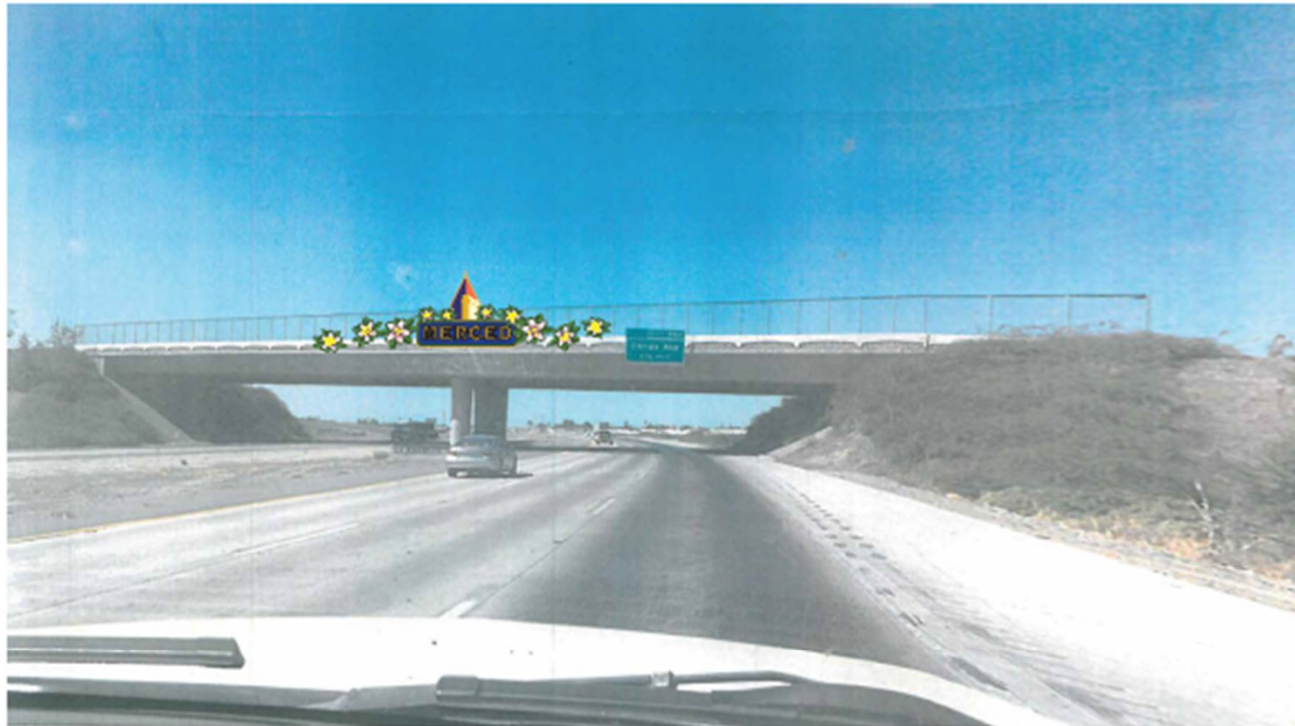




MERCED - SIGN LOCATIONS

| | | |
|-----------------------|----------|--------|
| PROJECT | | |
| Merced Sign Locations | | |
| DATE | REVISION | BY |
| 01 | JMS | 4/4/19 |





1 NORTH BOUND HWY. 99 AT CITY LIMIT

| FILE NAME | | |
|-----------------------|----------|--------|
| Merced Sign Locations | | |
| SYSTEM | REVISION | DATE |
| UC | 2005 | 4/8/19 |





2 SOUTH BOUND HWY. 99 AT 16TH EXIT



1 MODIFIED CAL TRANS SIGN



1 HWY. 99 AT 16TH ST. EXIT

| | | | |
|----------------------------------|-----------------|----------------|---|
| PROJECT Merced Sign Locations | | |  GREENSOURCE SOLUTIONS SUSTAINABLE DESIGN & CONSTRUCTION |
| DATE 05/15 | DESIGNER JWB | DATE 4/8/15 | |



3 ALTERNATE - MONUMENT ON EACH CORNER



3 MAIN ST & M ST.

| FILE NAME Merced Sign Locations | | |  |
|------------------------------------|-------------|--------|---|
| DRAWN BY | DESIGNED BY | DATE | |
| UN | JWS | 6/4/19 | |



1 WEST BOUND HWY 140 AT SANTA FE AVE



2 NORTH BOUND HWY 99 AT MISSION AVE



3 EAST BOUND HWY 140 AT MASSADAO

| MERCED | | | |
|-----------------------|-----|-----|-----|
| Merced Edge Locations | | | |
| 140 | 140 | 140 | 140 |
| 140 | 140 | 140 | 140 |



Merced Sign Program Preliminary Cost Analysis

April 4, 2019

(Costs assume that projects may **not** be done concurrently)

| Description | Sign # | Design Development Construction Documents (DD, CD's) | Permit Application Assistance (PAA) | Construction Administration (CA) | Fabrication/Installation (Fab & Inst) | Totals |
|-------------------------------|--------|--|--|-------------------------------------|--|---------------------|
| Freeway Overpass Sign Hwy 99 | 1 | \$5,000 | \$3,000 | \$2,000 | \$70,000-\$80,000 | \$80,000-\$90,000 |
| Modified CalTrans sign Hwy 99 | 2.A | \$800 | \$750 | \$600 | \$1,000-\$1,500 | \$3,150-\$3,650 |
| Monument Hwy 99 | 2.B | \$2,500 | \$500 | \$1,200 | \$35,000-\$40,000 (medium size) | \$39,200-\$44,200 |
| Main Street + M (4) Pylons | 3 | \$4,000 | --- | \$2,000 | \$120,000-\$160,000 | \$126,000-\$166,000 |
| Monument West Bound 140 | 4 | \$2,000 | \$750 | \$1,200 | \$40,000-\$60,000 (large size) | \$43,950-\$63,950 |
| Monument North Bound Hwy 59 | 5 | \$2,000 | \$500 | \$1,200 | \$40,000-\$60,000 (large size) | \$43,700-\$63,700 |
| Monument East Bound Hwy 140 | 6 | \$2,000 | --- | \$1,200 | \$35,000-\$40,000 (medium size) | \$38,200-\$43,200 |

Next Steps and Recommendations

Next Phase:

- ❖ Prepare design drawings/3-year plan cost – Simon Andrews
- ❖ Council Approval
- ❖ Prepare construction specs for fabrication and installation
- ❖ Permits
- ❖ Construction Administration



Questions?



ADMINISTRATIVE REPORT

Agenda Item I.2.

Meeting Date: 5/6/2019

Report Prepared by: Steve Carrigan, City Manager

SUBJECT: Report - Update to the City Council on the Soccer Academy of Merced, Inc.'s Tax-Exempt Status

REPORT IN BRIEF

Soccer Academy of Merced, Inc.'s tax-exempt status was revoked on or around October 11, 2017. To date, the Internal Revenue Service (IRS) has not reinstated tax-exempt status. The City Council has requested a report on the efforts staff have taken to address this issue.

RECOMMENDATION

In the event that the Soccer Academy of Merced, Inc. is unable to resolve their current tax-exempt status, staff are seeking direction from the City Council on what next steps should be taken for the use of the Stephen Leonard Park Youth Center.

DISCUSSION

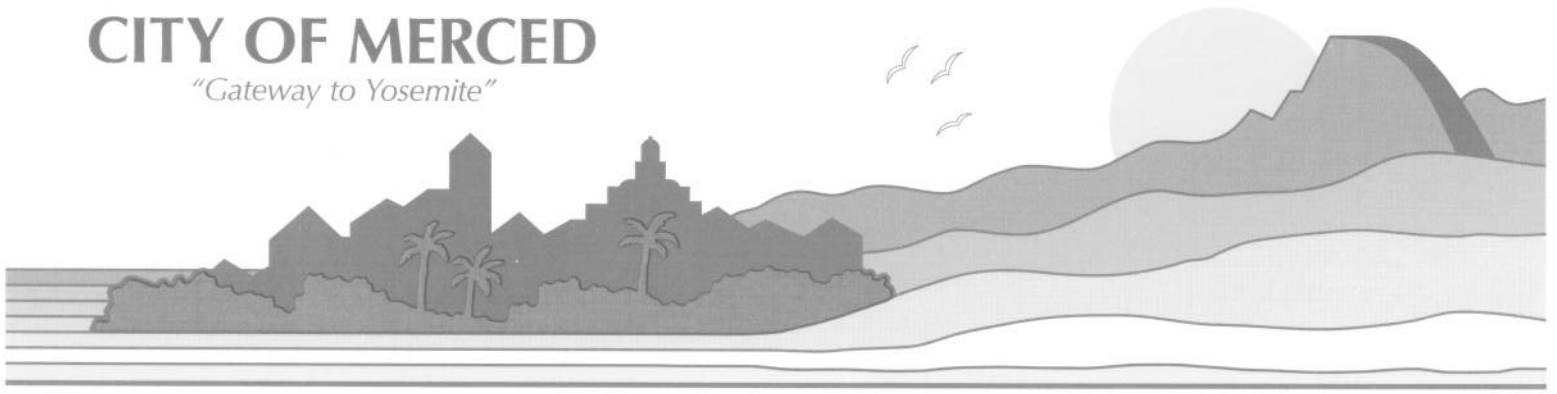
The City Manager will provide a presentation on steps taken to work with the Soccer Academy of Merced, Inc. to address its current IRS tax-exempt status. Attached for the City Council's consideration is a letter to the Soccer Academy of Merced, Inc. along with other supporting documents.

ATTACHMENTS

1. 4-22-19 Letter to Soccer Academy of Merced, Inc., of Tax-Exempt Status
2. Lease Agreement with Soccer Academy of Merced, Inc.
3. Presentation

CITY OF MERCED

"Gateway to Yosemite"



April 22, 2019

Fernando Aguilera, President
Soccer Academy of Merced, Inc.
1033 W. Main Street
Merced, CA 95340

Subject: Reinstatement of Soccer Academy of Merced Inc., 501(c)(3) Tax-Exempt Status

Dear Mr. Aguilera:

Given the collaborative relationship between the City of Merced ("City") and the Soccer Academy of Merced, locally known as Merced Soccer Academy, I am following-up with you. Based upon the information that I have received to date, it appears that Merced Soccer Academy's tax-exempt status was revoked on or about October 11, 2017 and as of the date of this letter, the Internal Revenue Service (IRS) has not reinstated tax-exempt status.

Collaborative History

The City recognizes the important role that nonprofits and charitable organizations play in assisting the public by providing important services and programs. The City has a history of successfully collaborating with nonprofit and charitable organizations to meet the service and program needs of our community. The City established a relationship with Merced Soccer Academy to provide a variety of important programs and services to the youth and families of Merced.

Our collaborative relationship was founded on the fact that Merced Soccer Academy was a nonprofit and charitable organization that was/is recognized as tax-exempt under Section 501, subdivision (c)(3) of the Internal Revenue Code. As a result, the City and Merced Soccer Academy entered into a two-year Lease Agreement on August 17, 2015 for the use of Stephen Leonard Park Youth Center located at 640 T Street. Due to Merced Soccer Academy's status (a nonprofit and charitable organization that is tax-exempt) and in lieu of paying an annual rent amount of \$46,272 for use of the Youth Center, Merced Soccer Academy agreed to provide a variety of youth programs for the community. An additional three-year Lease Agreement was approved by the City Council on October 23, 2017 under the same terms and conditions.

Implementation of Due Diligence Reviews

With the recent appointment of a full-time Parks and Recreation Director, the practice of conducting regular nonprofit tax-exempt reviews for all current youth service providers was implemented. During the course of our initial review, three nonprofit organizations were determined to have been on the IRS Auto Revocation List (confirmed with the IRS using their online search tool, EO Select Check www.irs.gov/eoselectcheck). Through a series of notices, two of the three organizations have since provided documentation from the IRS indicating their tax-exempt status was reinstated.

Notice and Reinstatement

By letter dated February 25, 2019, Merced Soccer Academy was advised of the potential revocation of its tax-exempt status, as set forth on the IRS Auto Revocation List.

On March 7, 2019, Merced Soccer Academy responded to the City's letter via e-mail and advised that, "Our non-profit status is up to date and legal. This can be verified by calling the IRS directly at 1-877-829-5500".

On March 9, 2019, in an effort to confirm the information provided by Merced Soccer Academy, the Director of Parks and Recreation contacted the IRS by telephone. During the course of that conversation, an IRS representative confirmed that Merced Soccer Academy appears on the IRS Auto Revocation List and had been on the IRS Auto Revocation List since 2017.

By letter dated March 11, 2019, Merced Soccer Academy was advised of the information that was provided by the IRS. In addition, documentation was requested from Merced Soccer Academy verifying current 501(c)(3) status.

On March 14, 2019, the City received an unsigned letter from Servicios Latinos Ambriz representative, Ana Ambriz. The letter indicated that Merced Soccer Academy's tax-exempt status was erroneously listed as revoked and that the IRS was unable to provide Ms. Ambriz documentation to prove Merced Soccer Academy's current 501(c)(3) tax-exempt status. Attached to this letter was an attachment, which we presume is from the California Secretary of State indicating that Merced Soccer Academy is an active nonprofit. Unfortunately, there was no documentation to establish the IRS had reinstated Merced Soccer Academy's IRS tax-exempt status.

As a follow-up to Ms. Ambriz's unsigned letter, the Director of Parks and Recreation conducted a follow-up inquiry with the IRS in an attempt to validate Merced Soccer Academy's tax-exempt status. By letter dated March 20, 2019, the IRS advised that Merced Soccer Academy's "tax-exempt status as automatically revoked on EO Select Check".

Summary and Next Steps

Since February, my staff has tried to work collaboratively with several of our charitable and non-profit organization to ensure their IRS tax-exempt status was reinstated. Of the three organization that were notified of their revoked status, two have been reinstated. Unfortunately, as of the date of this letter, Merced Soccer Academy's tax-exempt status continues to be revoked. In accordance with the terms and conditions of the Lease Agreement between Merced Soccer Academy and the City, Merced Soccer Academy is required to maintain their federal tax-exempt status and comply with all federal laws, rules, regulations, etc. (See Section 19 of the Agreement).

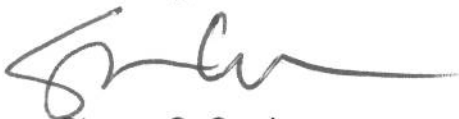
In light of Merced Soccer Academy's tax-exempt status being revoked, this is the City's official 30-day notice to remedy/cure Merced Soccer Academy's failure to comply with the IRS regulations and provide valid proof that Merced Soccer Academy's 501(c)(3) tax-exempt status has been reinstated by the IRS.

If Merced Soccer Academy's tax-exempt status is not reinstated within 30 days, the City Council would need to consider next steps for the use of Stephen Leonard Park Youth Center. One option for the Council to consider would be a lease to Merced Soccer Academy at the current market rate.

The City values our non-profit partners and the services they provide to our community and its residents. We look forward to continuing our cooperative working relationship.

Thank you for your prompt attention to this matter. As I will be out of the office beginning April 29th through May 3rd, please contact Nancy Lee at (209) 385-6834 to set up a meeting to discuss this matter further for the week of May 6, 2019.

Sincerely,



Steven S. Carrigan
City Manager

Enclosures

CITY OF MERCED

"Gateway to Yosemite"



February 25, 2019

Fernando Aguilera, President
Merced Soccer Academy
1033 W. Main Street
Merced, CA 95340

Subject: 501(c)(3) Non-profit status

Dear Mr. Aguilera:

Please be advised that my office is in receipt of the enclosed Auto Revocation List concerning your federal tax exempt status.

Per your contract for use of the Stephen Leonard Youth Center for the Merced Soccer Academy program, you are required to carry liability insurance, as well as maintain your non-profit status. If we received this information in error, please provide a current copy of your confirmed 501(c)(3) status.

However, if the information is correct, and your non-profit status is indeed currently revoked, please contact the Parks and Community Services Department to schedule a meeting so we may discuss the issue. My phone number is (209) 385-6978.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in dark ink, appearing to read "Joey Chavez", with a stylized flourish extending from the end.

Joey Chavez
Director of Parks and Community Services

Dietz, Stephanie

From: Chavez, Joseph
Sent: Tuesday, April 16, 2019 11:48 AM
To: Dietz, Stephanie
Subject: Fwd: Use of McNamara Soccer Field & Non-Profit Status

Sent from my iPhone
Joey Chavez
Director of Parks and Community Service
City of Merced

Begin forwarded message:

From: SATELITES AGUILERA <aguileras1728@hotmail.com>
Date: March 7, 2019 at 10:49:57 PM PST
To: "CarriganS@cityofmerced.org" <CarriganS@cityofmerced.org>
Cc: "DietzS@cityofmerced.org" <DietzS@cityofmerced.org>, "Chavez, Joseph" <chavezj@cityofmerced.org>
Subject: RE: Use of McNamara Soccer Field & Non-Profit Status

Dear Steve,

Part I: It has come to my attention that Mr. Joey Chavez, Parks & Recreation Supervisor, is now questioning our 501 (c)3 non-profit status and our insurance. This is another type of harassment that Joey continues to pursue against the Merced Soccer Academy. We have provided the insurance documentation twice already. The last time being in January 2019 when it was given to his staff person, Jennifer, as per Joey's request. And our non-profit status is up to date and legal. This can be verified by calling the IRS directly at 1-877-829-5500. Our non-profit Employer Identification Number is 61-1603796. We are proud of our non-profit record.

Part II: The Use of McNamara Park - Mr. Joey Chavez, Parks & Recreation Supervisor, continues to say that the Merced Soccer Academy does not share the use of the McNamara soccer field. Yet, under his authorization and request the following have used and continue to use the McNamara soccer field: Merced High School, El Capitan High School, Golden Valley High School, Buhach High School, Tenaya Middle School, Rivera Middle School, Cruickshank Middle School, Hoover Middle School, Merced United (Bill Myer, Merced Youth Soccer Association, Tom Silveri), Merced United Adult League, UC Merced, Merced College, and Merced Little Giants Football Team. This includes boys and girls teams.

Merced Soccer Academy only uses McNamara soccer field and one practice field at Merced High School for 22 teams. We have continued to cooperate and yet we are the only ones that are continuously asked to share the field. Merced Soccer Academy is not allowed to use any of the other fields such as the sports complex, which is located in South Merced, nor any of the middle school soccer fields, nor any of the Merced City School District fields.

Now Joey is asking for us to share 50% of the use of the McNamara soccer field for Merced United special team. That special team is officially called Central Valley Leon which originated in Chowchilla in Madera County. The team leadership realized that Madera County didn't have appropriate soccer fields for their teams so they joined forces with Merced United to demand the use of the McNamara Park soccer field; which majority of their players in this special team are not from the city of Merced. For over 20+ years the Merced Soccer Academy has been serving youth at McNamara Park soccer field. The Academy consists of 90% of their players from the city of Merced. The Merced Soccer Academy has always cooperated with the City of Merced's Park & Recreation Department.

It has come to our attention that Mr. Joey Chavez has become extremely upset over the cancellation of our monetary agreement with the Merced Indoor Sports Center over a year and a half ago, which was an agreement between the Merced Indoor Sports Center and the City of Merced Parks & Recreation, where Joey Chavez's department would receive an estimated \$30,000.00 a year for the past 6 years from the Merced Indoor Sports Center. Since the agreement was cancelled, Mr. Joey Chavez has made it a point to let the Merced Soccer Academy know how unhappy he has been about this decision and he continues to say to me, "what are you going to do when I take McNamara Park away from you, you're not going to like it if I take McNamara Park away from you."

We feel that Mr. Joey Chavez has not communicated fully with the city staff nor has he informed the city as to the contributions I and the Merced Soccer Academy have made and continue to make to the city. One example is that for the past 6 years 100% of the maintenance, the clean up, and the equipment at the McNamara soccer field has been purchased and maintained by the Merced Soccer Academy.

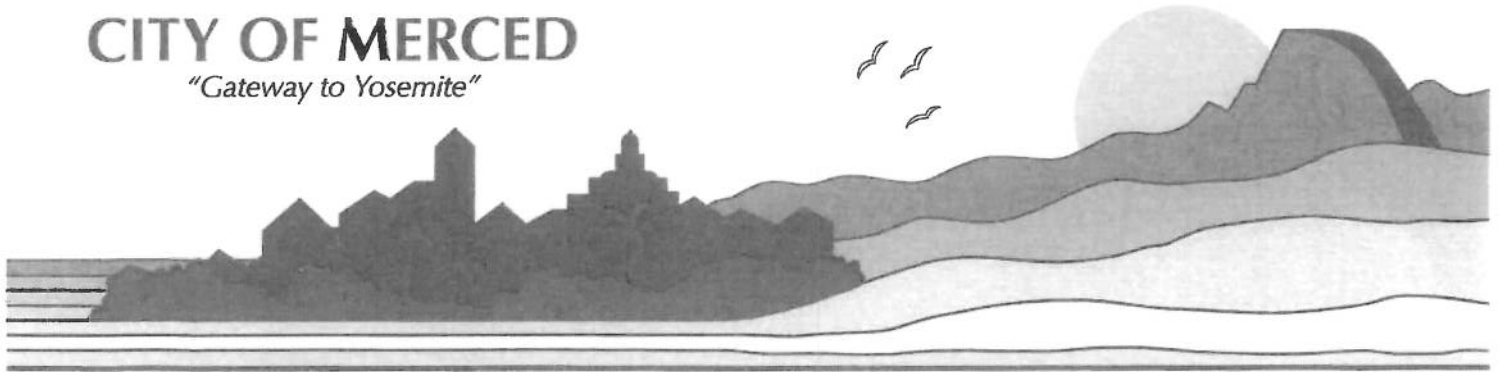
In conclusion, we're asking for your assistance in bringing resolution to this matter.

Sincerely,

Fernando Aguilera
President
Merced Soccer Academy
Cell # (209) 947-0050

CITY OF MERCED

"Gateway to Yosemite"



March 11, 2019

Fernando Aguilera, President
Merced Soccer Academy
1033 W. Main Street
Merced, CA 95340

Subject: 501(c)(3) Non-Profit Status

Dear Mr. Aguilera:

On February 27, 2019, my office sent you a letter regarding your 501(c)(3) status. Enclosed with the letter was an Auto Revocation List showing your status as revoked. I received your email response on Thursday, March 7, 2019 indicating that you are in possession of a current non-profit status and you provided a number to the IRS for my information should I wish to confirm it.

I called the IRS on Friday, March 8, 2019, and spoke with a representative who handles 501(c)(3) organizations and their statuses. The IRS representative confirmed that Soccer Academy of Merced, Inc.'s 501(c)(3) status has been in revocation since 2015.

If you have documentation with current 501(c)(3) status, please schedule an appointment this week so we may close the matter. You may contact me directly at (209) 385-6978 or email me chavezj@cityofmerced.org to schedule the meeting.

The City of Merced values our non-profit partners and the services they provide to our community and its residents. We look forward to continuing our cooperative working relationship with you and your non-profit organization.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joey Chavez', is written over a horizontal line.

Joey Chavez
Director of Parks and Community Services



ATLANTA GA 39901-0001

In reply refer to: 0752285458
Mar. 20, 2019 LTR 4172C 0
61-1603796 000000 00

00028069
BODC: SB

JENNIFER ARELLANO
678 WEST 18TH STREET
MERCED CA 95340



034927

Dear Taxpayer:

We're responding to your request, dated Mar. 11, 2019, about the tax-exempt status of SOCCER ACADEMY OF MERCED INC

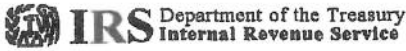
We listed this organization's tax-exempt status as automatically revoked on EO Select Check located at www.irs.gov/eoselectcheck. EO Select Check is an online search tool that allows users to check certain information about an organization's federal tax status and filings.

You can find more information about tax-exempt entities and their organizational and operational requirements in Publication 557, Tax-Exempt Status for Your Organization. You can also visit our website at www.irs.gov/charities.

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific time).

Sincerely yours,

Teri M. Johnson
Operations Manager, AM Ops. 3



Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

034927.131766.415036.476 1 AB 0.412 530



JENNIFER ARELLANO
678 WEST 18TH STREET
MERCED CA 95340

034927

CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

The IRS address must appear in the window.

0752285458

BODCD-SB

Use for inquiries only

Letter Number: LTR4172C
Letter Date : 2019-03-20
Tax Period : 000000

INTERNAL REVENUE SERVICE

ATLANTA GA 39901-0001



611603796

JENNIFER ARELLANO
678 WEST 18TH STREET
MERCED CA 95340

611603796 BR SOCC 00 2 000000 670 000000000000

The IRS address must appear in the window.

0752285458

BODCD-SB

Use for payments

Letter Number: LTR4172C
Letter Date : 2019-03-20
Tax Period : 000000

INTERNAL REVENUE SERVICE

KANSAS CITY MO 64999-0204



611603796

JENNIFER ARELLANO
678 WEST 18TH STREET
MERCED CA 95340

611603796 BR SOCC 00 2 000000 670 000000000000

1726 M Street
Merced, CA 95341
(209) 233-9177
servicioslatinosambriz@gmail.com
[Type the document title]



March 14, 2019

RE: Soccer Academy of Merced, Inc.

To Whom It May Concern:

I have been working with Fernando Aguilera in regards to his tax exempt organization. I have spoken to the IRS recently after being informed of his status appearing as revoked. There seems to be an error on their end and was advised to submit the attached letter so they may have his status changed from Revoked to Active status. Fernando has complied with all the IRS requirements to maintain his tax exemption under section 501 (c)(3).

At this point after speaking to the IRS they are unable to provide us with any documentation to prove the above facts until they update their system they did advise they are behind in their updating.

Please feel free to contact me if you have any questions in regards to Mr. Aguilera.

Thank you in advance.

Respectfully,

Ana Ambriz

Results of search for: "MERCED SOCCER"

Select a corporation name from the following list by clicking on the corporation name and additional information for the selected corporation will be displayed.

| Corporate Number | Incorporation Date | Status | Corporation Name | Agent for Service of Process |
|------------------|--------------------|---------------|---|------------------------------|
| C0917174 | 04/24/1979 | ACTIVE | MERCED YOUTH SOCCER ASSOCIATION, INCORPORATED | THOMAS W SIVERLY |
| C1585571 | 04/20/1987 | FTB SUSPENDED | MERCED AZTECA SOCCER CLUB | ERNEST D. GARCIA |
| C2242446 | 01/11/2001 | ACTIVE | SOCCER ACADEMY OF MERCED INC. | FERNANDO AGUILERA |

[New Search](#)

Results Detail

Last statement filed on: 11/1/2018

| | | |
|-------------------------------------|--------------------------------------|-----------------------|
| Corporation | | |
| SOCCER ACADEMY OF MERCED INC. | | |
| Number: C2242446 | Incorporation Date: 1/11/2001 | Status: Active |
| Jurisdiction: CA | Type: Domestic Nonprofit | |
| Address | | |
| 1033 W MAIN ST, | | |
| MERCED, CA 95340 | | |
| Agent For Service Of Process | | |
| FERNANDO AGUILERA | | |
| 1033 W MAIN ST, | | |
| MERCED, CA 95340 | | |

Please review this information to determine if you have located the correct corporation. The corporation is not yet due to file the required statement; therefore, this filing must be filed either by mail or at our public counter in Sacramento. Refer to [Statement of Information](#) for the forms and instructions.

[Search Results](#)

[New Search](#)



HELP ⓘ

MENU ≡

[Home](#) > [Tax Exempt Organization Search](#) > **Soccer Academy Of Merced Inc**[< Back to Search Results](#)

Soccer Academy Of Merced Inc

EIN: 61-1603796 | Merced, CA, United States

Auto-Revocation List ⓘ

Organizations whose federal tax exempt status was automatically revoked for not filing a Form 990-series return or notice for three consecutive years. Important note: Just because an organization appears on this list, it does not mean the organization is currently revoked, as they may have been reinstated.

Exemption Type: 00**Exemption Reinstatement Date:****Revocation Date:** 05-15-2017**Revocation Posting Date:** 10-11-2017

Copies of Returns (990, 990-EZ, 990-PF, 990-T) ⓘ

Electronic copies (images) of Forms 990, 990-EZ, 990-PF or 990-T returns filed with the IRS by charities and non-profits.

[> Tax Year 2017 Form 990](#)*Page Last Reviewed or Updated: 6-Jul-2018*

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| Contact Your Local Office | Accessibility | Identity Theft Protection | Русский | USA.gov |
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| | Privacy Policy | | | |

**CITY OF MERCED
STEPHEN LEONARD PARK YOUTH CENTER BUILDING**

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 23rd day of October, 2017, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as "Lessor") and Soccer Academy of Merced, Inc., a California Non-Profit Corporation, whose address of record is 1033 West Main Street, Merced, California 95340, (hereinafter referred to as "Lessee").

RECITALS

WHEREAS, Lessor is the owner of the Stephen Leonard Park Youth Center Building located at 640 T Street in the City of Merced, the County of Merced and the State of California; and

WHEREAS, Lessor is desirous of utilizing the Stephen Leonard Park Youth Center Building in a manner which will benefit the citizens of the surrounding community and city; and

WHEREAS, Lessor recognizes the important role that nonprofit and charitable organizations play in assisting the public by providing important services and programs to the public; and

WHEREAS, Lessor desires to lease the Stephen Leonard Park Youth Center Building to Lessee for the purpose of providing a variety of important programs and services to public, and in particular to the youth of Merced; and

WHEREAS, Lessee is a Nonprofit Organization that is recognized as tax-exempt under Section 501, subdivision (c)(3) of the Internal Revenue Code; and

WHEREAS, Lessee submitted a Request For Interest Application to Lessor to Lease the Stephen Leonard Park Youth Center Building for the purpose of conducting a variety of youth and community programs and activities, as described in part and in further detail in Exhibit "C," attached hereto, which is incorporated herein by reference; and

WHEREAS, Lessee desires to enter into a Lease with Lessor for the use of the Stephen Leonard Park Youth Center Building for the purpose of providing youth and community programming to the public; and

WHEREAS, Lessor deems it to be in furtherance of its goals and in the public's interest to enter into a lease with Lessee for the use of the Stephen Leonard Park Youth Center Building to be utilized solely for the purposes described to Lessor herein.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITION OF FACILITY. The leased premises consist of the certain building known as the Stephen Leonard Park Youth Center, which is located at 640 T Street, Merced, California, and which is more fully described in Exhibits "A" and "B" attached hereto, both incorporated herein by reference. Said leased premises are hereinafter referred to as the "Facility."

2. FACILITY. The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein, the Facility which is situated in the City of Merced, County of Merced, State of California, together with all improvements thereon and appurtenances thereto, and subject to the conditions set forth herein, the nonexclusive right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility.

3. TERM. The term of this Lease shall be for a period of three (3) years, (said term hereinafter called the "Lease Term"). The Lease Term and the rent shall commence upon mutual execution of this Lease, and shall continue for thirty-six (36) months thereafter.

In addition, Lessor and Lessee agree to discuss a three (3) year extension of the Term of this Lease with said discussion commencing twelve (12) months prior to expiration of the initial Lease Term.

4. RENT. In exchange for Lessee's programs and activities at the Facility, the Facility is leased to Lessee without any monetary payment to Lessor, subject to the terms and conditions set forth in the Lease.

5. USE. During the term of this Lease, and any renewal hereof, Lessee shall have the use of the Facility for the purpose of providing a variety of programs to the community as set forth in Exhibit "C" attached hereto, or for any other programs or activities that provide a beneficial social, recreational or educational value to the community.

Lessee shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Facility or any part thereof.

Lessor specifically reserves the right to use the Facility for City-sponsored events for the benefit of the public. In the event that Lessor desires to use the Facility, it will provide Lessor and all other Leasing Entities with at least ten (10) days' notice of such intended use.

6. NO OVERSIGHT OF THE OPERATIONS OF THE FACILITY BY LESSOR. Lessor will not be coordinating, controlling or overseeing the operations of the Facility or of any of the programs, activities, services or classes offered by Lessee.

7. NO RESPONSIBILITY. Lessor is NOT RESPONSIBLE for any items, property or belongings left in or around the Facility by Lessee, individuals or members of the public when they are or are not using the Facility. Lessor will not be providing any security or other oversight for any items, property or belongings brought into or left in or around the Facility.

8. REPAIRS, MAINTENANCE AND UTILITIES.

a. Lessor shall provide and pay for building maintenance and repair of the Facility, including, but not limited to, the structure, exterior roof, and exterior side walls.

b. Lessor shall pay up to Seven Thousand Five Hundred Dollars (\$7,500.00) annually for cost of water, sewer, electricity and other utility services for the exterior and interior area of the Facility. In the event that the cost of utilities for the Facility exceeds Seven Thousand Five Hundred Dollars (\$7,500) annually, Lessee will be responsible to pay the costs of the monthly utility charges for the Facility. Lessor will inform Lessee of the monthly utility costs for the Facility.

c. Lessee can provide (pay for) janitorial services. In the alternative, Lessee can agree to perform janitorial services for the facility in a manner and according to a schedule developed and agreed upon by Lessor. Lessee agrees with maintaining the inside of the Facility in a safe and clean manner that is appropriate for both youth and community programs.

9. ALTERATIONS AND IMPROVEMENTS. Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Facility or diminish the value of the property;

b. Any and all alterations or improvements shall be first approved in writing by the Lessor, but said approval shall not be unreasonably withheld by Lessor;

c. Lessee shall keep the Facility and every part of the Facility free and clear of any mechanics' liens or materialmen's liens arising out of the construction of any such alterations or improvements.

d. All alterations and improvements made to the Facility shall become the property of the Lessor and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this Lease or any renewal or extension of this Lease.

e. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility at any time.

10. MECHANICS LIENS. The Lessor and Lessee agree to keep the Facility free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the benefit of the Facility and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. **DAMAGE/DESTRUCTION.** If the Facility is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility to a good tenantable condition. All rent shall wholly abate in case the entire Facility is untenable, or shall abate pro rata for the portion rendered untenable in case a part only is untenable, until the Facility is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials, funds or transportation facilities, governmental regulations, war, act of God or other causes beyond Lessor's reasonable control. If Lessor shall not commence such repair or restoration within thirty (30) days after such damage or destruction shall occur or if repair or restoration will require more than one hundred twenty (120) days to complete, Lessor or Lessee may thereafter, at its option, terminate this Lease by giving written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Facility in the event of damage or destruction of said property.

12. **FIRE INSURANCE.** Lessee shall maintain fire insurance in full force and effect during the Lease Term and any renewal hereof, which shall include coverage against loss or damage to the Facility in the amount of not less than ninety (90) percent of its full insurable value, against perils included within the classifications of fire, extended coverage, vandalism, malicious mischief and special extended perils.

13. **INSURANCE.** Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with Lessee's operation and use of the leased premises and Facility. The cost of such insurance shall be borne by the Lessee. The insurance coverage shall be at least as broad as:

- (1) Insurance Services Office ("ISO") Commercial General Liability coverage (occurrence form CG 00 01);

- (2) Worker's Compensation Insurance as required by the State of California and Employer's Liability Insurance;
- (3) Property insurance against all risks of loss to any tenant improvements or betterments.

The Lessee shall maintain limits no less than:

General Liability:

- (1) \$1 million per occurrence for bodily injury, personal injury, death (including accidental death) and property damage. In addition, general liability insurance of not less than \$2 million for bodily injury, personal injury or death (including accidental death) of two or more persons as a result of any one accident or incident; and,
- (2) \$500,000.00 for damage to or destruction of any property of others;
- (3) Property insurance for full replacement cost with no coinsurance penalty provision.

The insurance shall:

- (1) Insure against all liability of Lessee and its authorized representatives arising out of or in connection with Lessee's use or occupancy of the Facility.
- (2) Insure performance by Lessee of the indemnity provisions of paragraph 25.
- (3) Provide that Lessor be named as an additional insured and contain cross-liability endorsements. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The City will be named as an additional insured using ISO form CG 20 10 11 85 the same form with an edition date no later than 1990.
- (4) Be considered by the parties hereto as the primary insurance.

- (5) Contain an endorsement requiring a minimum of thirty (30) days written notice to the City Clerk of Lessor from the insurance company before cancellation or change in the coverage, scope, or amount of any policy. The mailing address for the City Clerk's Office is:

City of Merced
Attn: City Clerk
678 West 18th Street
Merced, California 95340

The Lessee shall furnish a Certificate of Insurance with the City Clerk evidencing the aforesaid coverage prior to the commencement of the Lease Term. Lessee shall also annually furnish copies of Certificates of Insurance to the City Clerk upon renewal of the insurance required by this section throughout the duration of the Lease Term or any extension thereof.

Lessee agrees that, except where prohibited by law, any workers' compensation insurance policy of Lessee covering operations on the Facility shall include a waiver of any right or subrogation which any insurer of the Lessee might otherwise acquire against the Lessor by virtue of payment of any loss under such insurance.

Notwithstanding the above, it is further agreed to between the parties hereto that the limits of insurance coverage specified above are the minimum amounts required and shall be subject to revision by the Lessor from time to time if a need is indicated. The Lessor hereby agrees to act reasonably at all times with respect to the provisions of this paragraph.

14. **WAIVER OF SUBROGATION.** Lessor and Lessee and all parties claiming under or through them hereby mutually release and discharge each other, any other tenants or occupants of the Facility, and the officers, employees, agents, representatives, customers and business visitors of Lessor or Lessee or such other tenants or occupants, from all claims, losses and liabilities arising from or caused by any hazard covered by insurance on or in connection with the Facility, even if caused by the fault or negligence of a release party. This release shall apply only to the extent that such claim, loss or liability is covered by insurance.

15. **EXTERIOR SIGNS.** Any and all signs or advertisements of any nature extending into, on, or located over the Facility, shall conform to all City of Merced, California, zoning and building codes and shall be approved by Lessor in

writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld, as to location, graphics type, content, architectural or engineering standards.

16. TAXES. The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Facility.

17. ASSIGNMENT AND SUBLETTING. Lessee shall not encumber, assign, sublet, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, for a longer period than six (6) months without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrance, assignment, transfer, or subletting in violation of the requirements hereof, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this Lease or the subletting by Lessee of the Facility, shall not be unreasonably withheld or delayed.

18. TERMINATION OF LEASE.

a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on thirty (30) days' prior written notice.

b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this Lease prior to expiration of the term or renewed or extended term hereof as follows:

- (1) If the Lessee is in default or breach of this Lease, as specified in Section 18 of this Lease or as otherwise provided by law; or
- (2) Upon sixty (60) days' notice without cause.

19. COMPLIANCE WITH LAWS. During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and City statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Facility as a youth center.

20. DEFAULT/REMEDIES – LESSEE.

The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

a. The failure by Lessee to make any payment required to be made by Lessee hereunder, as and when due, where the failure is continuous for a period of twenty (20) days after written notice thereof from Lessor to Lessee.

b. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection (a), of this section (18), where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.

- c. The making by Lessee of any general assignment, or general arrangement for the benefit of creditors.
- d. The filing by Lessee of a petition to have Lessee adjudged as bankrupt.
- e. The judicial declaration of Lessee as bankrupt.
- f. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within thirty (30) days.
- g. The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within thirty (30) days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate.

If Lessee breaches this Lease or is in default, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

- (i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided;
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and

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

The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the legal rate. The worth at the time of award of the amount referred to in paragraph (iii) of this subsection is computed by discounting such amount at the legal rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this Lease affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this section.

Nothing in this section affects the right of the Lessor to indemnification for liability arising prior to the termination of this Lease for personal injuries or property damage as provided in Section 25 of this Lease.

21. DEFAULT/REMEDIES – LESSOR.

Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, elect to terminate this Lease upon giving thirty (30) days' written notice to Lessor of its intention to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. The foregoing shall be Lessee's sole remedy in the event of a breach by Lessor.

22. CONDEMNATION. If all of the Facility or any portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixtures or removable personal property.

23. SEVERABILITY. No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation.

24. BINDING EFFECT. This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

25. ASSUMPTION BY NEW OWNER. If the City of Merced transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

26. SURRENDER. Lessee agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, in as good condition as at the commencement of this Lease, normal wear and tear, unavoidable accidents and damage by casualty excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including, without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

27. INDEMNITY. Lessee shall indemnify, defend (with legal counsel selected by Lessor) and hold harmless, Lessor and its officers, employees and agents from any and all claims or demands, actions, damages, costs and expenses for injuries to persons or property arising out of the negligence or improper acts or omissions of Lessee, its agents, officers or employees which are connected with or incident to Lessee's operations, use or occupancy at or of the Facility or Lessee's sublease of the Facility, or occurring on the Facility during the term of this Lease or any time of occupancy of the Facility by Lessee and/or Lessee's sublessee, including claims, liabilities, and actions based upon nuisance or inverse condemnation. Upon demand from Lessor, Lessee shall, at its own cost and expense, indemnify, protect, defend (with legal counsel selected by Lessor), and hold harmless Lessor and its officers, employees, and agents against any and all such liabilities, claims, demands, actions, losses, damages, and costs. It is understood and agreed that the duty of Lessee to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by Lessor of insurance certificates and endorsements required under this Lease does not relieve Lessee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Lease and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Lease, Lessee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

28. COVENANTS AGAINST DISCRIMINATION. The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any deed or deeds shall contain the following covenants.

“There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, disability, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy of tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased.”

29. NOTICES. All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor: City of Merced
c/o City Manager
678 West 18th Street
Merced, CA 95340

Copy to: City Attorney
City of Merced
678 West 18th Street
Merced, CA 95340

Lessee: Soccer Academy of Merced, Inc.
1033 West Main Street
Merced, California 95340

30. ENTIRE AGREEMENT. All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

31. VALUE. There is in-kind value to the lease of the Stephen Leonard Park Youth Center Building, which is a 3,856 square foot building with an office, activity rooms and a kitchen. In 2017, the lowest lease rate of a City owned facility was \$1.00 per square foot. The Economic Development Department of the City of Merced indicates that in the year 2017, there were some private properties in downtown Merced available for lease without utilities for \$1.05 per square foot. Based on these estimates, an approximate in-kind value of the lease of the Stephen Leonard Park Youth Center Building during the year 2017 would be in the range of approximately \$46,272 to \$48,586 per year.

32. RECORDS. It is understood and agreed that all files, studies, financial records, computer records, data and other papers, etc., in possession of the Lessee relating to the matters covered by this Lease shall be the property of the Lessor and Lessee agrees to deliver same to the Lessor upon request or upon any termination of this Lease. Lessee shall also prepare any reports regarding expenditures and performance required by the Lessor.

33. COMMUNICATION. Lessee shall document their programming efforts and report to the City Council on a quarterly basis. While the details and format of the report can be mutually agreed upon after the Lease is signed, the reports shall generally include the following information:

- The date and time of all activities offered at the facility (after-school activities, classes, trainings, etc.)
- The number of participants for or at each activity.
- The number of volunteers/staff for or at each activity.
- A daily sign-in/sign out sheet for each activity.
- A database containing services provided; number of youth participating monthly; male and female breakdown; grade, school, home addresses (can be just by block and/or street name), attendance.
- Photos of events/training.

In addition, on at least a six month basis, each organization shall complete a short self- evaluation, answering the following questions:

- What was the best thing that happened at the Facility this quarter?
- Did you accomplish your goal as stated in the original application?
- If not, why not?
- What would help make your program better?
- Do you have any new partnerships?

34. **CONTRACT REVIEW.** Throughout the term of this Lease, each year of the Lease Term, Lessor's staff and the staff of Lessee will meet to discuss the Lease with the Lessee to determine if there are any changes or modifications that the parties believe should be made. If there are proposed changes, they can be brought before the City Council prior to the start of the new fiscal year.

35. **USE OF CITY NAME AND LOGO.** All notices, pamphlets, press releases, research reports, and similar documents or oral reports prepared and released by Lessee for activities being held at the Facility shall include the following statements: "We are a partner with the City of Merced" or "This activity is funded in part by the City of Merced under a Contract with the City of Merced." Lessee's website shall include the City of Merced logo when possible.

36. **MISCELLANEOUS.**

(a) **Attachments, Headings, Terms.** All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The work or words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

(b) **Attorney's Fees.** If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

(c) Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

(d) Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

(e) Time of Essence. Time and specific performance are each of the essence of this Lease.

(f) Choice of Law. Lessor and Lessee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Lease and also govern the interpretation of the Lease without regard to any applicable conflicts of law, including matters of construction, validity, and performance.

(g) The parties agree that jurisdiction and venue for any legal challenge to the provisions of this Lease or the enforcement of the rights or obligations hereunder shall be brought in the state Superior Court in the County of Merced.

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

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

(j) This Lease has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel in the negotiation and drafting of this Lease. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of

any ambiguities in this Lease against the party that drafted this Lease is of no application and is hereby expressly waived.

(k) Failure of any party to insist upon strict observance of, or compliance with, all of the terms of this Lease in one or more instances shall not be deemed a waiver of that party's right to insist upon such observance or compliance with the other terms of the Lease. The mere passage of time, or failure to act upon a breach, shall not be deemed as a waiver of any provision or term of this Lease.

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

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

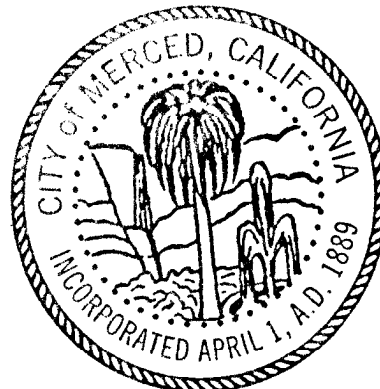
IN WITNESS WHEREOF, the parties hereto have caused this Lease Agreement to be fully executed on the date first herein written.

LESSOR:
CITY OF MERCED
A California Charter Municipal Corporation


BY: Stephanie Leutz, ACM
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK


BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY:  8-23-2017
City Attorney Date

300414
ACCOUNT DATA:

BY: 
Verified by Finance Officer
No funds required to encumber
10/19/17 PHP FL 10/20/17

{Signatures continued on next page}

LESSEE:
SOCCER ACADEMY OF MERCED, INC.,
A California Non-Profit Corporation

BY: Fernando Aguilera
(Signature)

Fernando Aguilera
(Print name)

Its: President

BY: Fernando Aguilera
(Signature)

Fernando Aguilera
(Print name)

Its: President

Taxpayer I.D. No. _____

ADDRESS: 1033 West Main Street
Merced, CA 95340

TELEPHONE: (209) 947 0050

FAX: (209) 724 0336

EMAIL: Aguilera1728@hotmail.com

D E E D

STEPHEN LEONARD and LETITIA E. LEONARD, husband and wife,
as grantors, Parties of the First Part, hereby grant to the
CITY OF MERCED, a municipal corporation, as grantee, Party of the
Second Part, subject to the conditions subsequent and forfeiture
for violation of said conditions hereinafter contained, all that
real property situate in the County of Merced, State of California,
and bounded and described as follows, to wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
14, 15 and 16 in Block 379 as shown on the map
of "RESUBDIVISION OF PART OF ADJOINING ACREAGE
PROPERTY IN CITY OF MERCED", filed for record
in the Office of the County Recorder of the
County of Merced, State of California on the
24th day of September 1943 in Vol. 10 of
Official Plats at pages 23 to 30 inclusive.

TO HAVE AND TO HOLD the said lots or parcels of land unto
the said grantee, its successors and assigns so long as the same
shall be used for the purposes of establishing, developing and
maintaining a children's playground and children's recreation
ground, and no longer; subject, however, to the privilege herein-
after given to grantee to use a designated portion for fire depart-
ment purposes.

The consideration of this deed is that the grantee shall
use the property for the purposes herein stated; and this deed is
made and, if accepted by grantee, shall be upon the following
conditions subsequent, to-wit: That the said property and each
and every part thereof shall be used and employed by the said
grantee solely and exclusively for the purposes of establishing,
developing and maintaining a children's playground and children's
recreation ground, and that the same shall be so established and
developed within a period of two years from the date hereof, and
thereafter shall be continuously maintained as such children's
playground and children's recreation ground; provided, however,
that the grantee may at its option while it is fully complying

1.

EXHIBIT A

PRESTON, BRAUGHT & GEORGE
ATTORNEYS AT LAW
303 BANK OF AMERICA BUILDING
MERCED, CALIF.

APN 32-17.

PRESTON, BRAUGHT & GEORGE
ATTORNEYS AT LAW
309 BANK OF AMERICA BUILDING
MERCED, CALIF.

1 with the foregoing condition, withdraw from said playground and
2 children's recreation ground an area not to exceed 100 feet by
3 150 feet in any corner of said Block 379 for the sole purpose of
4 immediately improving the same for the purpose of, and continuously
5 thereafter using the same for a municipal fire department station so
6 long as the remainder of the property is maintained as a children's
7 playground and children's recreation ground; provided, further,
8 that at all times the said area last mentioned is not used for a
9 municipal fire department station, it shall be used only for
10 children's playground and children's recreation ground. Any
11 violation or breach of this covenant either to establish and develop
12 or to continuously maintain the same, shall work an immediate
13 forfeiture of all said lots or parcels of land (including any
14 area withdrawn for and even if then in use for a municipal fire
15 department station), and thereupon the title to the same shall
16 revert to the grantors, their heirs and assigns, together with all
17 improvements thereon.


18 IN WITNESS WHEREOF, the Parties of the First Part have
19 executed this conveyance the 16th day of Jan., 1950

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22 Lebbie E. Leonard
23 Stephen Leonard
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1 STATE OF CALIFORNIA)
2 COUNTY OF MERCED) SS.

3 On this 16th day of January, 1950,
4 before me, the undersigned, a Notary Public in and for the County
5 of Merced, State of California, residing therein, duly commissioned
6 and sworn, personally appeared STEPHEN LEONARD and LETITIA E.
7 LEONARD, known to me to be the persons whose names are subscribed
8 to the within instrument, and acknowledged to me that they executed
9 the same.

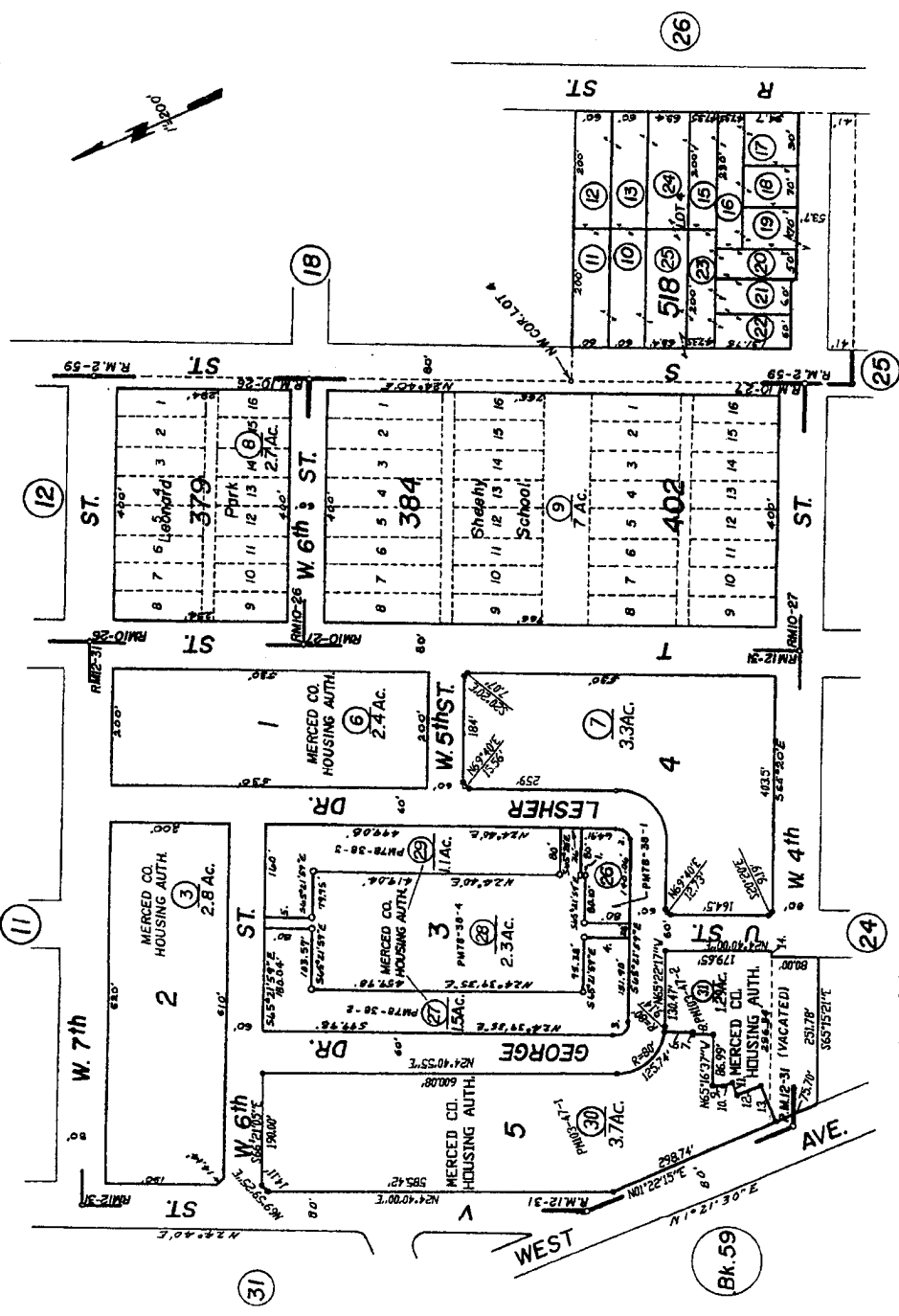
10 IN WITNESS WHEREOF, I have hereunto set my hand and
11 affixed my official seal in the County of Merced the day and year
12 in this certificate first above written.

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16 Notary Public in and for said
17 County and State.
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PRESTON, BRAUGHT & GEORGE
ATTORNEYS AT LAW
309 BANK OF AMERICA BUILDING
MERCED, CALIF.

POR. SEC. 25, T. 7 S., R. 13 E., M. D. B. & M.

-NOTE-
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.



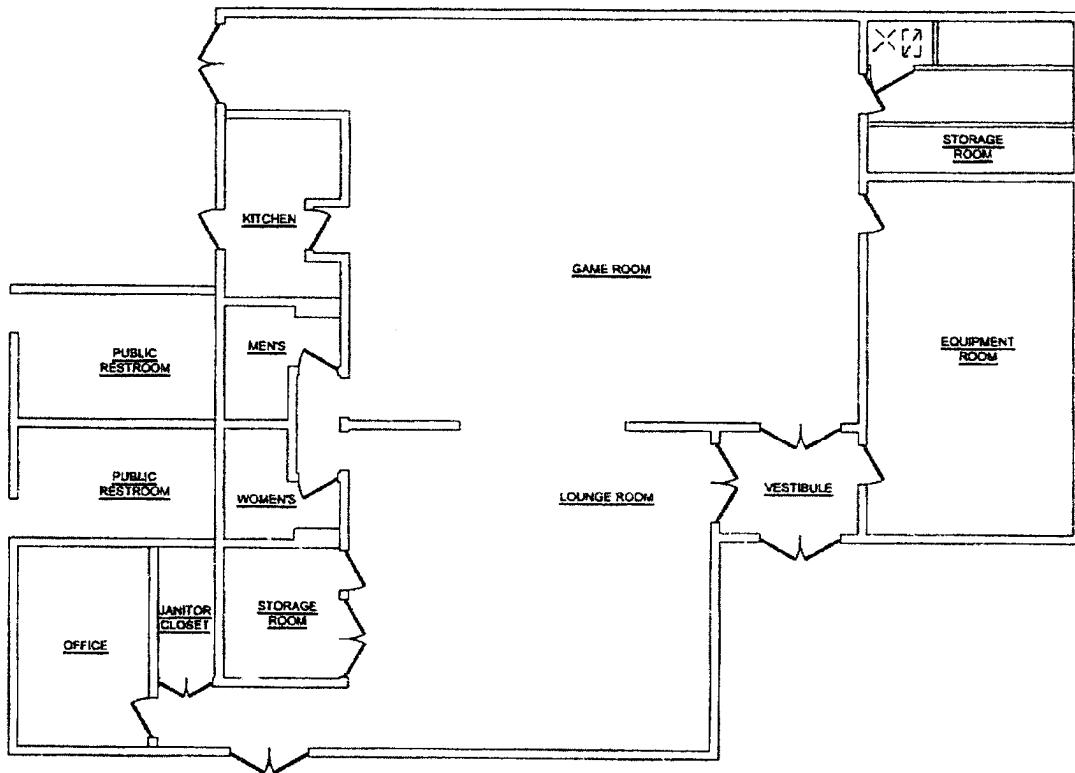
1. N 24° 40' E 6.75'
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10. N 24° 40' E 6.75'
11. N 24° 40' E 6.75'
12. N 24° 40' E 6.75'
13. S 88° 39' 56" E 56.39'
14. S 65° 12' 21" E 10.00'

CITY OF MERCED
Assessor's Map Bk. 32 - Pg. 17
County of Merced, Calif.
1956

NOTE - Assessor's Block Numbers shown in Ellipses
Assessor's Parcel Numbers shown in Circles

City of Merced R.M. Vol. 2, Pg. 59
Gateway Homes R.M. Vol. 12, Pg. 31
Resub. of Adjoining Acreage R.M. Vol. 10, Pgs. 26 & 27

SED
11/73
12/79
2-95
12-18-13



FLOOR PLAN

SCALE: NONE



City of Merced
"Gateway to Yosemite"
DEVELOPMENT SERVICES
 ENGINEERING PROJECTS AND STANDARDS
 676 W. 18th Street (209) 365-6846

STEPHEN LEONARD

DR. BY: BCR
 DATE: 3/14/14
 CH. BY: JCS
 DATE: 3/14/14
 File No. 0777
 SCALE: AS SHOWN

I:\ROYAL S\Completed Projects\0777-Stephen Leonard AC Replacement\0777.DWG

EXHIBIT B

524

Merced Soccer Academy

Stephen Leonard Park

Tentative Schedule

Parent Resources

Time: Monday – Friday 8:00 am to 6:00 pm and Saturday 9:00 am to 12:00 pm

Parent classes will be provided during the hours of Parent Resources.

Children and Youth

Program: Activities for Young Children (Art, Dance, Story time, Playdates, Crafts, etc.)

Times: Tuesday – Thursday 9:00 am to 12:00 pm & Saturdays

Program: Afterschool Tutoring

Times: Monday – Thursday 2:30 pm to 6:00 pm

Program: Soccer Academics

Times: Monday – Thursday 6:00 pm- 8:00 pm

EXHIBIT C

Merced Soccer Academy

Stephen Leonard Park

Below is a description of the different programs/projects that are in the planning for implementation at the Stephen Leonard Park in Merced.

Parent Resources: During the hours of operation information on the different service agencies in Merced County will be available to parents. Fitness and wellness opportunities will be provided to support families with health promotion and education, as well as programs and services that allow the individual to develop and maintain a healthy lifestyle and a high level of personal wellness.

Ongoing Parent Classes

Program Name: Abriendo Puertas

Contact Person: Norma Barragan, Program Specialist (209) 381-6790

Abriendo Puertas is the nation's first evidenced-based comprehensive educational program for Latino parents with children age 0-5. Evaluated by researchers from UC Berkeley, it has been validated as effective in strengthening parenting behavior, building critical knowledge about early childhood, and developing the leadership and advocacy skills of Latino parents.

Program Name: Caring Kids: *Promoting Healthy Social and Emotional Development*

Contact Person: Monica Adrian, Behavior Support Specialist (209) 381-6790

Caring Kids program provides resources and services to children ages 0 to 5 and their families to help support healthy and optimal child development. The program helps children learn self-regulation and social skills. It teaches parents and caregivers the best ways to help children develop socially and emotionally. These services help build protective factors and reduce challenging behaviors which will increase the chances of children being successful in school. By identifying and providing systematic early intervention to children with "at risk" behaviors, children will be better prepared for entering kindergarten 'ready for school' and less likely to require special education or mental health services

Program Name: Parent Leadership Training Institute (PLTI)

Contact Person: Sol Rivas (209) 381.5172 or Rosa Barragan, (209) 381-6397

The Parent Leadership Training Institute has been designed to address the leadership and advocacy training needs of parents in Merced County and to develop a coalition of parents that will serve as leaders that address issues impacting families and children.

Program Name: Child Care Resource and Referral

Contact Person: Rosa Barragan, (209) 381-6793

Classes offered include but not limited to CPR/First Aid, health and safety, business, early care and education. We also offer trainings on appropriate and safe learning environment and the role that parents play in the lives and development of the young children.

Program Name: All Dads Matter

Contact Person: Cesar Vera, Supervisor, cvera@hsa.co.merced.ca.us

All Dads Matter offers support, encouragement, and education to the fathers of our community with a goal of ensuring that every child has the opportunity to have a capable and caring father. Will offer classes and support groups.

Children and Youth

Program: Activities for Young Children (Art, Dance, Story time, Playdates, Crafts, etc.)

Contact Person: Several Community Members and agencies, such as, but not limited to Child Care Resource and Referral, First 5, Sol's Dance and Challenged Resource Center.

Program: Afterschool Tutoring

Contact Person: Esperanza Flores, Teacher, (209) 233-2400

The afterschool program will offer children access to tutors and mentors who can work with them individually or in small groups to focus on challenges and do better with school work and homework.

Tutors will include volunteers from the Merced Soccer Academy (Coaches and teachers) Merced College, UC Merced, faith based groups and others.

Program: Soccer Academics

Contact Person: Soccer Coaches and U.S. Soccer Development Academy

During this time Coaches and players would be able to review the games together and learn techniques and strategies to become better soccer players. Specialized classes will also be offered to support children in developing: self-confidence, physical well-being, group cooperation skills, leadership skills, physical strength, problem-solving skills and leadership skills.

Program Name: College Night from iSoccerPath

Contact Person: Jeff Jaye, jeff@upfrontmtg.com

College Night is offered in collaboration with iSoccerPath. This program offers a one of a kind comprehensive parent/player education and assistance program that encompasses both on field evaluations and in home/on line tutorial sessions for families of competitive soccer players.

There are many other projects and programs which are willing to provide training for youth and their parents. Some of these potential programs are UC Merced, Merced College, Health, Mental Health, Human Services Agency CSU Stanislaus, Merced Union High School District, and Merced County Office of Education, Merced City School District and the Mexican Council.

The overall goal is to provide youth programs and other programs that will assist in developing a healthy community.

Evaluation

Merced Soccer Academy will collect the following data:

Staff will be responsible for collecting and organizing data for each participant. A file will be created for each participants, which will include, but not limited to participant's personal information, technical assistance provided and a description of participant's progress. Data collected will be used for reporting purposes and to help youth and parents improve in areas where they show a need for improvement. Data on Program outcomes and progress will be gathered through evaluations, staff feedback and interviews with participants (youth and parents).

Information will be provided to Merced City twice a year.

NONPROFIT V. TAX EXEMPT STATUS

- Nonprofit Status –
 - An Organization that is established as such that no one entity is allowed to keep the proceeds generated by business activities; proceeds must be used for nonprofit purposes as outlined in creating documents (i.e. articles of association, bylaws, constitution, trust or other operational documents)
 - California Secretary of State and Attorney General oversee nonprofit status
- Tax-Exempt Status –
 - Organization is not required to pay taxes on the money received related to exempt activities, must apply and qualify separately for tax-exempt status with both State and Federal agencies
 - California Franchise Tax Board and Internal Revenue Service (IRS) oversee tax-exempt

CITY OF MERCED CONTRACT REQUIREMENTS

- Stephen Leonard Park Youth Center Building – Lease Agreement effective 10/23/17 – 10/22/20

- Section 19 – COMPLIANCE WITH LAWS

During the term of this Lease and any renewals thereof, Lessee shall promptly execute and comply with all Federal, State, county and City statutes, ordinances, regulations, laws or other requirements applicable to the occupancy of the Facility, and the operational of the Facility as a youth center.

NEXT STEPS

- Remedy period expires 5-21-19
- Meet with Merced Soccer Academy to discuss tax-exempt status



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item K.1.

Meeting Date: 5/6/2019

SUBJECT: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION; California Department of Finance v. City of Merced, et al.; Sacramento County Superior Court Case No.34-2016-80002485; AUTHORITY: Government Code Section 54956.9(d)(1)



CITY OF MERCED

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

ADMINISTRATIVE REPORT

Agenda Item K.2.

Meeting Date: 5/6/2019

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