



THE WEEKLY COUNCIL INFORMATION REPORT

November 12, 2021

THE HOLIDAY SEASON IS HERE

FIRE & COPS FOR KIDS TOY DRIVE

Help support the Merced Fire and Police Departments Toy Drive by donating new, unwrapped toys, a gift card, or by making a monetary donation. Every Christmas, the Merced Police and Fire Departments collect and distribute toys to children in our community. This year's program will benefit approximately 350 of our community's children.

For more information, please call Officer Krista Stokes at (209) 769-0730, via email at stokesk@cityofmerced.org, or visit www.cityofmerced.org/departments/fire-and-kops-for-kids-4739.

Please see attached list for donation drop off locations.

CHRISTMAS TREE LANE

The City of Merced Parks and Recreation Department is accepting registration information for floats and vehicles for the upcoming Christmas Tree Lane, A Reverse Parade.

This year's reverse parade will be Saturday, December 4th on Main Street in Downtown Merced.

For a parade entry application please visit: <https://www.cityofmerced.org/home/showpublisheddocument/15597/637705001249000000>

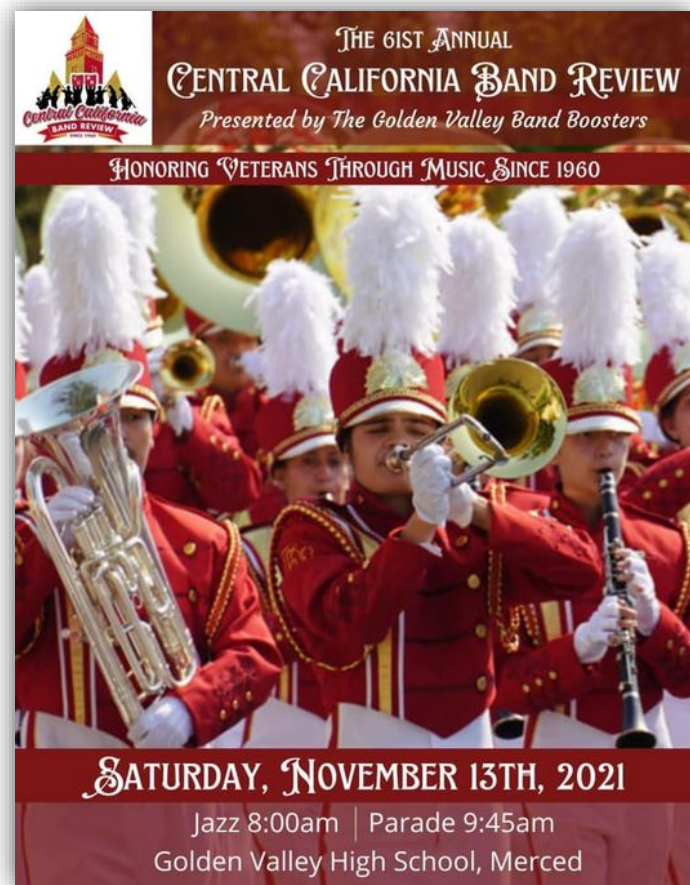


THE 61ST ANNUAL CENTRAL CALIFORNIA BAND REVIEW – SATURDAY, NOVEMBER 13, 2021

The Central California Band Review (CCBR) is the second longest running band review in the state! Every year, high school and Jr. high school bands from all over the state converge at Golden Valley High School for a day of music and performances.

Bands compete in three categories: Parade, Jazz and Field Show. Awards are presented to the top scores. The public is invited to watch as each school does their best to impress the judges.

The CCBR Parade Schedule is attached.



HISTORY OF THE CENTRAL CALIFORNIA BAND REVIEW

In 1960, Mr. Yell Nobles, an officer at a local bank and a member of American Legion Post #83, discussed with Postmaster John R. Hann and other community leaders the idea of having some kind of music festival to commemorate Veteran's Day in Merced.

Fred A. Silveira, then City Attorney, acted on the idea and organized the first Central California Band Review (CCBR). It was held on November 11, 1960, with 11 bands participating. The Merced High School Marching Band and the Gaucho Marching Band from the newly formed El Captain High School (in operation from 1959 through 1962, until Merced High and El Captain combined to become one school with two campuses) were co-hosts for that review.

CCBR continued to be held in downtown Merced, except for one year when the competition was held on Yosemite Avenue in front of Merced College. For a brief time, from 2004 through 2006, CCBR was held in Madera. The sanctioning band organization asked for the event to return to Merced in 2007.

With bands performing from schools from all over the state, CCBR celebrated its 50th anniversary on Saturday, November 14, 2009, jointly hosted by Golden Valley High School and Atwater High School.

**Images and information courtesy of Golden Valley Cardinals.*



CONGRATULATIONS TO FIRE ACADEMY GRADUATES – WELSH, AVANT, KING, SILVEIRA

On Friday, November 12th, the Merced Fire Department held a badge pinning ceremony to recognize Adam Welsh, Rhett Avant, Dustin King, and Steve Silveira for their achievements in completing Rookie Firefighter Academy No. 21-02. Fire Chief Derek Parker formally welcomed the graduates to the Department.

Congratulations, to our MFD graduates!



FIREFIGHTER BOYD RETIRES

Today, Firefighter Brent Boyd was recognized at the Fire Department's ceremony. Firefighter Boyd was employed with the City of Merced from August 2006 through October 2021 and retires with 15 years of service.

Congratulations Mr. Boyd on your retirement! Thank you for your years of service! Best wishes to you and yours!



LIVE FIRE TRAINING DRILLS

On November 8th, the City of Merced Recruit Academy No. 21-02 firefighters completed their live-fire training with instructors, Fire Engineer Jeff Hakola and Firefighter Daniel Timko, from the City and County Fire Departments at Castle Air Force Base.

This collaboration allows trainees, in their final week, to be mission-ready and prepared for real-time scenarios.



SANTA CLAUS IS COMING TO TOWN

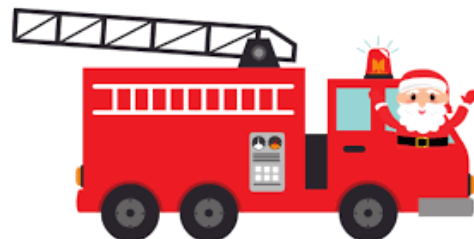
Santa Claus is coming to town and will be making his grand entrance accompanied by the Merced Fire Department on Saturday, November 20th, at 1pm!

Santa will be open for photos after a performance by Denisa's Dancing Elves.

Visit the Mall's website for photo times, pricing, and all other holiday happenings:

<https://mercedmall.com/>

The event flyer is attached.



SWEARING-IN OF TWO NEW OFFICERS

Today, the Merced Police Department held a swearing-in ceremony for their newest officers, Chance Smith and Vanessa Carias.

The Department looks forward to seeing them on the streets of Merced and serving the community.

Congratulations to our new officers!



HMONG NEW YEAR CELEBRATION

The Merced Police Department command staff and members of the Merced Lao Family Community, Inc., met this week to discuss event logistics for the upcoming 2021-2022 Hmong New Year Celebration.

Save the date, this year's event is set for December 18th and 19th. The community is invited to partake in the festivities. There will be cultural performances, a talent show, the Pageant, dance and sports competitions, great food, vendors, and more.

The annual event is traditionally held at the Merced County Fairgrounds.

Please see attached event flyer for more information.



SEWER SYSTEM CARE

Paper products have been observed in the sewer line and/or pump station in many neighborhoods recently. Please flush responsibly to ensure that these items are not posing a hazard to our sewer system, they should go in your trash can:

Paper Towels – These paper products do not break down in the sewer line and can wrap around the propellers at the lift station down your street. When this happens, the waste can become trapped, and the only way out is to back up to where it came from.

Disposable Wipes - These include baby wipes, facial wipes, surface cleaning wipes, and antibacterial wipes. Their packaging may say “flushable”, however that is a false statement. Wipes of any sort can wrap around the lift station propellers, similar to paper towels.

Flushing paper towels and disposable wipes down toilets is causing dangerous problems. They are typically made with synthetic materials, plastics, or polyester, that won't break down. Even if they flush down your toilet, they end up clogging our sewers.

If a backup occurs, it can be costly for the homeowner, and the City, and become a health hazard if it is released into the environment.

The only item that should be flushed down the toilet is toilet paper. All other items should be placed in the trash can.

To report a Sanitary Sewer Overflow, please contact the Public Works Department immediately at 209-385-6800.

REGIONAL AIRPORT AUTHORITY MEETING AGENDA OF 11/16/21

Please find attached, the Merced Yosemite Regional Airport Authority Meeting Agenda of November 16, 2021.

COMMUNITY CLEANUP DAY

Please find attached, the Community Cleanup Event flyer for December 11, 2021. Locations include Applegate Park, Bear Creek, Downtown Alleys.

DOVE, WATERFOWL & PHEASANT HUNT

Please see attached flyer and schedule for the Dove, Waterfowl & Pheasant Hunt.

REPORTS & CORRESPONDENCE

- 1. Toy Donation Flyer/List Page 7
- 2. Christmas Parade Flyer Page 9
- 3. CCBR Parade Schedule Page 10
- 4. Santa Claus Event Flyer Page 11
- 5. Hmong New Year Flyer Page 12
- 6. RAA Agenda 11/16/21 Page 13
- 7. Community Cleanup Flyer Page 45
- 8. Hunting Flyer/Schedule Page 46

MERCED FIRE DEPARTMENT AND MERCED POLICE DEPARTMENT SPONSOR THE

CHRISTMAS  PROGRAM

TOY
COLLECTION

FIRE AND COPS FOR KIDS

TOYS WANTED

NEW AND UNWRAPPED TOYS FOR CHILDREN (AGES NEWBORN - 12)
FOR CHILDREN OF DISADVANTAGED FAMILIES IN THE CITY OF MERCED



MERCED POLICE DEPARTMENT
CONTACT OFFICER STOKES 769-0730
STOKESK@CITYOFMERCED.ORG



FIRE & COPS FOR KIDS TOY DRIVE

These locations are accepting donation of toys:

- Aloha Florist, 2832 G Street
- Advance America, 1850 West Olive Avenue
- California Autism Center, 1160 West Olive Avenue Suite E
- Merced City Hall, 678 W 18th Street
- City of Merced Public Work Corp. Yard, 1776 Wardrobe Avenue
- Coldwell Banker, 701 W Olive Avenue
- Fire Station # 4, 1425 E 21st Street
- Fire Station # 51, 99 E 16th Street
- Fire Station # 53, 800 Loughborough Dr
- Fire Station # 55, 3520 N Parsons Avenue
- Flanagan Realty, 2098 G Street
- 4H UC Cooperative Extension, 1750 Wardrobe Avenue
- Merced City School District Office, 444 W 23rd Street
- Merced County Office of Education, 632 W 13th Street
- Merced Police Department Central Station, 611 W 2nd Street
- Merced Police Department South Station, 470 W 11th Street
- Merced School Employee Federal Credit Union, 1021 Olivewood Drive
- Merced School Employee Federal Credit Union, 1935 M Street
- MERCOCredit Union, 1911 M Street
- Northwood Village Apartment Complex, 255 Snowhaven Court
- Rapid Xpress Car Wash, 2905 G Street
- Ron Smith Buick GMC, 1900 Auto Center Drive
- Travis Credit Union, 1194 W Olive Avenue
- Toyota of Merced, 1400 Auto Center Drive
- Village Landing Apartment Complex, 3601 San Jose Avenue
- Village Terrace Apartment Complex, 3827 San Jose Avenue
- US Dept of Agriculture, 2926 G St
- JC Penney, Merced Mall
- Ramona Stanford, Ladies 18 Hole
- J N T Auto Repair 210 W 15th St
- EECU, 755 E Yosemite Ave
- WestAmerica Bank 490 W Olive Ave
- Dollar General, 1729 W Hwy 140

MERCED FIRE DEPARTMENT AND MERCED POLICE DEPARTMENT SPONSOR THE



City of Merced Parks and Recreation

Christmas Street Lane

A Reverse Christmas Parade!

Main Street located in Downtown Merced.

Saturday, December 4th
Time TBD

DRIVE THRU EVENT ONLY.

NOW ACCEPTING VENDORS!
Contact us to register your float or vehicle!



CCBR Parade Schedule

| | | | |
|-------------------------------------|-------|---------------------------------|-------|
| Veteran's Honor Guard | 9:45 | Oakdale High School | 11:35 |
| Rivera Middle School | 9:50 | No School - Dropout | 11:40 |
| Tenaya Middle School | 9:55 | Edison High School | 11:45 |
| Livingston Middle School | 10:00 | Benicia High School | 11:50 |
| Winton Middle School | 10:05 | El Capitan High School | 11:55 |
| No School - Dropout | 10:10 | Hoover High School | 12:00 |
| Crestside Middle School | 10:15 | Los Banos High School | 12:05 |
| Hoover Middle School | 10:20 | Patterson High School | 12:10 |
| Weaver Middle School | 10:25 | Granada High School | 12:15 |
| Hayward High School | 10:30 | Archbishop Riordan | 12:20 |
| Nevada High School | 10:35 | Break | |
| Turlock Christian High School | 10:40 | Buhach Colony High School | 12:40 |
| Oakmont High School | 10:45 | Santa Cruz High School | 12:45 |
| Orestimba High School | 10:50 | No school - Dropout | 12:50 |
| Fairfield High School | 10:55 | Merced High School | 12:55 |
| Riverbank High School | 11:00 | Pitman High School | 1:00 |
| Cesar Chavez High School | 11:05 | Irvington High School | 1:05 |
| Break | | Livingston High School | 1:10 |
| Gustine High School | 11:20 | Atwater High School | 1:15 |
| Tokay High School | 11:25 | Franklin High School | 1:20 |
| Torres High School | 11:30 | Golden Valley High School | 1:25 |

Jazz Schedule



| | |
|--|-------|
| Golden Valley High School - Jazz C | 8:25 |
| Cesar Chavez High School | 8:50 |
| Torres High School | 9:15 |
| Pitman High School | 9:40 |
| Livingston High School | 10:05 |
| Franklin High School | 10:30 |
| Break | |
| Golden Valley High School - Jazz A | 11:25 |
| Nevada Union High School | 11:50 |
| Break | |
| Benicia High School | 1:30 |
| Santa Cruz High School | 2:15 |
| Golden Valley High School - Jazz B | 2:40 |

Middle School awards: 2:15pm

High School awards: 4:15pm

Awards ceremonies will take place at the stadium.



CITY OF MERCED FIRE
DEPARTMENT WILL
ACCOMPANY SANTA TO THE
MERCED MALL ON
SATURDAY, NOVEMBER 20TH
AT 1 PM.

SANTA WILL BE AVAILABLE FOR PHOTOS
AND VISITS SHORTLY AFTER A
PERFORMANCE BY DENISA'S DANCING
ELVES.

FOR MORE INFO, VISIT MERCEDMALL.COM

Santa Claus is coming to town!

MERCED LAO FAMILY COMMUNITY, INC. PRESENTS

DEC. 18-19

MERCED 2021-22

HMONG NEW YEAR CELEBRATION



ENJOY FOOD & CULTURE

TRADITIONAL BALL TOSSING

CULTURE & TALENT SHOW

DANCE COMPETITION

SPORTS COMPETITION

SPORTS TOURNAMENT

SOCCER / VOLLEYBALL / FLAG FOOTBALL

TOP SPIN / XATON



MERCED LAO FAMILY COMMUNITY, INC.
1748 Miles Court #8 Merced, CA 95348

(209) 384-7384

Sports Tournament: Kenedy Yang (209) 499 - 5701
Dance Contest: Teng Thao (209) 500 - 9938
Vendor or Booth: Gao Cha (209) 384 - 7384
Sponsor: Ye Thao (209) 384 - 7384

EVENT LOCATION

**Merced County
Fairgrounds**

900 Martin Luther King Jr. Way
Merced, Ca 95340



CITY OF MERCED

"Gateway to Yosemite"



WELCOME TO YOUR REGIONAL AIRPORT AUTHORITY MEETING OF THE CITY OF MERCED

AUTHORITY MEMBERS

Michael Bodine - Chair, Travis Colby – Vice Chair, Cheryl Hirsch,
Bill Rudd, Robert Scoble, Jim Song.

AGENDA

**7:00 PM
CITY COUNCIL CHAMBERS
678 WEST 18th STREET
MERCED, CALIFORNIA**

**TUESDAY
November 16, 2021**

www.cityofmerced.org

NOTICE TO PUBLIC

WELCOME

At least 72 hours prior to each regular Board/Commission 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 relation to an open session item that are distributed to a majority of the Commission will be available for public inspection at the City Clerk's Office during regular business hours.

MODIFIED PUBLIC COMMENT: OBTAIN SPEAKER CARD FROM THE CLERK

Members of the audience who wish to address the Regional Airport Authority 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 Regional Airport Authority Clerk before the item is called, preferably before the meeting begins.

For at risk individuals of those not wanting to attend an in-person meeting during the current Covid-19 pandemic, please submit your public comment to the Regional Airport Authority electronically no later than 1PM on the day of the meeting. Comments received before the deadline will be sent to the Regional Airport Authority and will be part of the record and mentioned as part of the Public Comment portion of the agenda. Material may be emailed to cityclerk@cityofmerced.org and should be limited to 300 words or less. Please specify which portion of the agenda you are commenting on, for example, Oral Communications or item #. Your comments will be presented to the Regional Airport Authority at the appropriate time. Any correspondence received after 1 PM will be distributed to the Regional Airport Authority and retained for the official record.

You may provide telephonic comments via voicemail by calling (209) 388-8688 by no later than 1PM on the day of the meeting to be added to the public comment. Voicemails will be limited to a time limit of three (3) minutes. Please specify which portion of the agenda you are commenting on, for example, Oral Communications or item #. Your comments will be played during the Regional Airport Authority meeting at the appropriate time.

To view video (if available) or listen to the Regional Airport Authority meeting live, go to the City's Facebook Live.

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**
- B. ROLL CALL**
- C. WRITTEN PETITIONS AND COMMUNICATIONS**
- D. 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 3 minutes. State law prohibits the Board/Commission 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.

E. CONSENT CALENDAR

Adoption of the Consent Calendar may be made by one motion of the Board/Commission, provided that any 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.

1. AIRPORT AUTHORITY MINUTES FOR JULY 20, 2021

Recommendation: *Adopt a motion to approve and file.*

F. REPORTS

1. AIRPORT MANAGER'S REPORT

Recommendation: *Discussion as desired by Authority members.*

G. AUTHORITY BUSINESS

1. RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF LEASE WITH ADVANCED AIR, LLC.

Recommendation: *Adopt a motion to approve.*

2. OTHER BUSINESS FROM AUTHORITY MEMBERS

Action: *For Information Only.*

H. ADJOURNMENT:

TO THE NEXT AIRPORT AUTHORITY MEETING, TUESDAY,
December 21, 2021 AT 7:00 PM IN THE CITY COUNCIL CHAMBERS,
678 WEST 18TH STREET, MERCED, CA 95340.

**CITY OF MERCED
REGIONAL AIRPORT AUTHORITY MINUTES**

**CITY COUNCIL CHAMBERS
MERCED CIVIC CENTER
678 W. 18TH STREET
MERCED, CA**

**TUESDAY
JULY 20, 2021**

A. CALL TO ORDER

Chair Michael Bodine called the meeting to order at 7:02 P.M.

B. ROLL CALL

Members Present: Michael Bodine, Travis Colby, Bill Rudd, Robert Scoble,
Jim Song

Members Absent: Bill Rudd

Members Excused: Cheryl Hirsch

Staff Present: Martin Pehl, Karen Baker and Frank Quintero

C. WRITTEN PETITIONS AND COMMUNICATIONS

Staff reported that no Written Petitions and Communications have been received.

D. ORAL COMMUNICATIONS

Staff reported that no Oral Communications have been received.

E. CONSENT CALENDAR

1. AIRPORT AUTHORITY MINUTES FOR MARCH 16, 2021

M/S/C-Colby/Scoble motion to approve and file.

F. REPORTS

1. AIRPORT AUTHORITY ANNUAL ATTENDANCE REPORT

M/S/C-Bodine/Colby motion to approve.

2. AIRPORT MANAGER'S REPORT

Airport Manager Pehl reported that there has been a 23% reduction in enplanements. Mr. Colby asked if we have received an explanation from Boutique Air. Pehl reported that staff has not received any communication from Boutique Air regarding this issue. Mr. Colby said that he understood that the City received a not very complimentary letter regarding Boutique Air. Manager Pehl said that a letter was submitted but did not mention Boutique Air by name. The letter can be found in the City Council minutes on-line on the City's website. Mr. Pehl reported on the historic flight by Beams "Flying On Sunshine" world record attempt for the longest flight in a production electric aircraft powered by off-grid renewable energy. The flight made stops in the City of Fresno, City of Madera, City of Merced, and City of Lodi. Pehl announced that he has released an RFP for Marketing. Mr. Colby stated that he received interest from a company interested in responding to the Marketing RFP. Pehl gave an update on the Essential Air Service. The City of Merced is waiting on the Department of Transportation to decide regarding which Airline that they be selecting for Merced service. He stated that Boutique Air has been given an extension with an agreement that will be from 7/31/2021-12/31/2021. Mr. Scoble inquired about the turnover process. Mr. Quintero stated that the shortest turnover was 45 days which included training for staff that is involved. Mr. Scoble voiced his concern that there could be a two-week break in service. Manager Pehl responded that the City's goal will be a smooth and seamless transition.

G. AUTHORITY BUSINESS

1. SELECTION OF CHAIR AND VICE CHAIR

Mr. Colby nominated Mr. Bodine, Chair of the RAA.
M/S/C-Colby/Scoble-motion to approve.

Mr. Scoble nominated Mr. Colby, Vice Chair of the RAA.
M/S/C-Scoble/Bodine-motion to approve.

2. OTHER BUSINESS FROM AUTHORITY MEMBERS

Mr. Scoble asked about the new restroom. Pehl responded that the Airport needs to hire an engineering consultant and the restroom will be part of the RFQ. Mr. Quintero stated that each time the City's Engineering Department has a window of opportunity to work on the Airport projects they have other pressing projects that come up. Mr. Bodine asked if they can be a part of the selection committee.

H. ADJOURNMENT

Chair Michael Bodine adjourned the meeting at 7:26 P.M. until the next Regional Authority meeting on Tuesday, August 17, 2021 at 7:00 P.M. in the Council Chambers at 678 W. 18TH Street, Merced, CA 95340, in the Merced Civic Center.

M/S/C-Colby/Scoble motion to approve the meeting adjournment until the next scheduled meeting.

Michael Bodine, Chair
Regional Airport Authority

To: Regional Airport Authority
From: Martin Pehl, Airport Manager
Date: November 16, 2021
Re: Airport Manager's Report

Highway 99 Airport Info Sign Replacement

The City has signed a prepaid reimbursable agreement with Caltrans for replacement of two airport information signs on Highway 99. The estimated cost (prepaid) is \$4,290 with a not-to-exceed amount of \$5,148. One sign is located northbound on HWY 99 at the Canal St. overpass. The second is southbound HWY 99 just past Exit 189 (16th Street exit).



Engineering Consultant Selection

The City of Merced, Engineering Division is in the process of completing the selection process for qualified consulting firms to provide on-call planning and engineering consulting services as may be necessary at the Merced-Yosemite Regional Airport.

Two qualified firms responded to the RFQ. These firms are RS&H and Mead & Hunt. City staff will be recommending to the City Council that both firms be selected.

Marketing Consultant Selection

The Regional Airport Authority's ad hoc marketing committee and staff have received and reviewed consultant responses to the airport's marketing RFP. Negotiations with the prospective selected firm are ongoing but should be finalized shortly.

MCE Passenger and Cargo Reports Nov 2021

Please see attached.

Attachments:

F-3.1 – Highway 99 Airport Info Sign Replacement Agreement

F-3.2 – MCE Passenger and Cargo Reports Nov 2021

Copy

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION
STANDARD AGREEMENT
FOR MISCELLANEOUS REIMBURSED WORK
FA-2640 (NEW 1/2007)

(Required)
Agreement
Number

EA _____

This agreement is entered into this _____ day of _____, 2021 by and between the undersigned parties:

Set forth service / materials, to be furnished, and/or work to be performed and by whom.

This agreement is for:

WHAT: Supplemental Destination signing for "Merced Yosemite Regional Airport" on Highway 99 southbound mainline near 16th Street off-ramp and on northbound mainline near Martin Luther King Jr Way / State Route 59 off-ramp in the City of Merced. You agree to pay the California Department of Transportation (Caltrans) for the purchase and installation of signs per details shown on the attachment. The attached estimate of cost for work under this agreement is \$4,290. Caltrans will order signs upon receiving payment from non-State sources equivalent to the estimated amount.

WHERE: Highway 99 southbound mainline near 16th Street off-ramp and on northbound mainline near Martin Luther King Jr Way / State Route 59 off-ramp, in the City of Merced.

MER-99-PM 14.89 (NB), MER-99-PM 17.035 (SB)

ESTIMATED TO COST (attach detailed estimate)

Date: Estimated Beginning _____ Estimated Completion _____

Payment to be made upon billing:

Advanced deposit (Estimate amount) \$ 4,290

Maximum to be billed (Include 10-20% contingency) \$ 5,148

It is agreed that costs for the above services are subject to an assessment for direct and indirect costs (functional and administrative overhead) when applicable.

Work will be done in a timely manner, but at the convenience of Caltrans, and will not take precedence over Caltrans work.

The State reserves the right to cancel this agreement by written notice at any time when it is deemed in the best interest of the State to do so and to refund any unexpected funds collected.

(Caltrans Contract Manager fill in the following upon completion of the work for final accounting of project and forward copy of agreement, along with any purchase orders, to Division of Accounting, Attn: A/R Reimbursements, MS 33).

Work Completed _____

Certified as to Funds: _____

Work Order # _____

Contract Manager _____

Budget Manager _____

| | |
|--|---|
| Name of Agency/Contributor (If private party, should be name of party on check) Merced Yosemite Regional Airport | Name of Agency Department of Transportation |
| Authorized Signature <i>Stephanie Dutz</i> | Authorized Signature |
| Title: | District Director Dennis Agar, District 10 Director |
| Billing Address: Merced Yosemite Regional Airport 20 Macready Drive Merced, CA 95341 | Project Manager: Imran Fazal Phone #: (209) 639-3854 Mailing Address: Traffic Engineering P.O. BOX 2048 STOCKTON, CA 95201 |

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 854-6410 or TDD (916) 854-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

APPROVED AS TO FORM:

A. Lopez 7/27/21
Interim City Attorney

SIGN INSTALLATION ESTIMATE

Standard 90-120 Day Delivery

Two Highway Signs



90" wide 120" tall

Material Estimate

\$ 1,225 2 signs
\$ 300 4 sign supports
\$1,525 Total Material

Installation Estimate

\$ 2,019 Labor
\$ 746 Equipment
\$2,765 Total Installation

Total Estimated Cost for Two Sign replacement

\$4,290.00

Account Number: 561-1303-562-17-00

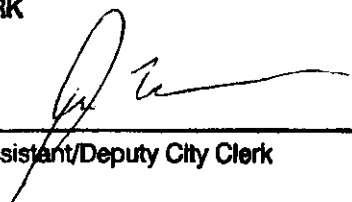
Amount: \$4,290.00

VERIFIED

BY: 
Finance Officer

| FINANCE ENTRY | |
|------------------|---|
| Contract No: | 301679 |
| Vendor Number: | 14008 |
| P.O. Number: | 142835 |
| Project Number: | n/a |
| Funds Available: | Funds Available. <i>MF 8/18/21</i> <i>PZ 8/18/21</i> |

ATTEST:
CITY CLERK

BY: 
Assistant/Deputy City Clerk



LANDING REPORT FOR MERCED REGIONAL AIRPORT

Boutique Air

FY info for annual activity report for State reporting

| 2021 Month | Total Landings | # of Enplanements | | Total # of Enplanements | Total # of Deplanements |
|---------------|-------------------|-------------------|-------------|----------------------------|----------------------------|
| | | Revenue | Non-revenue | | |
| Jan | 105 | | | 390 | 425 |
| Feb | 110 | | | 391 | 412 |
| Mar | 124 | | | 561 | 560 |
| Apr | 116 | | | 613 | 593 |
| May | 134 | | | 613 | 622 |
| June | 109 | | | 470 | 464 |
| July | 129 | | | 530 | 523 |
| Aug | 123 | | | 430 | 444 |
| Sep | 103 | | | 377 | 373 |
| Oct | 107 | | | 360 | 371 |
| Nov | | | | | |
| Dec | | | | | |
| Total | 1160 | 0 | 0 | 4735 | 4787 |

Avg 116.00

Enplanements

| |
|--|
| 2,410 July - Dec 2020 |
| 3,038 Jan - June 2021 |
| 5,448 Total rev only FY 2020/2021 |

Deplanements

| |
|---------------------------------|
| 2,395 July-Dec 2020 |
| 3,076 Jan-June 2021 |
| 5,471 Total FY 2020/2021 |

Enplanements

| |
|--|
| 1,697 July - Dec 2021 |
| Jan - June 2022 |
| 1,697 Total rev only FY 2021/2022 |

Deplanements

| |
|---------------------------------|
| 1,711 July-Dec 2021 |
| Jan-June 2022 |
| 1,711 Total FY 2021/2022 |

Redding Aero Enterprises, Inc.

| 2021 | Landings | Freight Deplaned | Departures | Freight Enplaned | Total Freight |
|--------------|------------|------------------|------------|------------------|----------------|
| Jan | 7 | 8,996 | | 2,647 | 11,643 |
| Feb | 12 | 19,362 | | 5,559 | 24,921 |
| March | 17 | 18,542 | | 8,341 | 26,883 |
| April | 16 | 17,311 | | 7,549 | 24,860 |
| May | 12 | 13,138 | | 6,776 | 19,914 |
| June | 9 | 10,312 | | 5,059 | 15,371 |
| July | 6 | 2,165 | | 1,905 | 4,070 |
| Aug | 9 | 8,222 | | 6,056 | 14,278 |
| Sep | 8 | 7,635 | | 3,860 | 11,495 |
| Oct | 12 | 15,739 | | 5,539 | 21,278 |
| Nov | | | | | 0 |
| Dec | | | | | 0 |
| Total | 108 | 121,422 | | 53,291 | 174,713 |

Total Freight Jan-June 2021

| |
|---------|
| 123,592 |
|---------|

Total Freight July-Dec 2021

| |
|----------------|
| 51,121 |
| 174,713 |

*FY 2020/2021
Freight Deplaned*

| |
|------------------------|
| 55,475 July-Dec : 2020 |
| 87,661 Jan-June 2021 |
| 143,136 Total |

*FY 2021/2022
Freight Deplaned*

| |
|------------------------|
| 33,761 July-Dec : 2021 |
| 0 Jan-June 2022 |
| 0 Total |

0

To: Regional Airport Authority
From: Martin Pehl, Airport Manager
Date: November 16, 2021
Re: **RECOMMENDATION TO THE CITY COUNCIL FOR APPROVAL OF
LEASE WITH ADVANCED AIR, LLC.**

Background

The Department of Transportation (DOT) has awarded Advanced Air, LLC, a four-year contract to provide commercial air service to Merced Yosemite Regional Airport as part of the Essential Air Service (EAS) program. The new DOT contract allows Advanced Air to begin service on January 1, 2022 and will expire December 31, 2025, unless extended by the DOT.

Advanced Air will provide a total of 24 nonstop round trips per week consisting of 12 weekly nonstop round trips to McCarran International Airport in Las Vegas and 12 weekly nonstop round trips to Los Angeles International Airport, using 9-seat Pilatus PC-12 aircraft. Since all commercial flight destinations are secured airports, flight security will continue to be administered by the Transportation Security Administration (TSA).

The lease will continue in effect from January 1, 2022 to December 31, 2025 and shall continue thereafter until terminated by either party giving sixty (60) days prior written notice to the other party. The lease premises consist of approximately 689 square feet of offices and counters for Lessee's exclusive use, and approximately 2,018 square feet of common area for Lessee's non-exclusive use, including secured gate waiting area, restrooms, and lobby. Lessee also receives non-exclusive rights to use of the Airport and its aviation improvements, including aprons, taxiways, and runways.

The rents to be paid by Advanced Air shall be the sum of the following: Year 1: \$6050.00 per month, Year 2: \$6232.00 per month, Year 3: \$6418.00 per month, Year 4: \$6611.00 per month. Beginning January 1, 2026, rent shall increase three percent (3%) annually on January 1st of each year. Advanced Air will also pay a landing fee of \$17.00 per landing.

As compensation for common area maintenance (CAM), Advanced Air will pay the following: Year 1: \$1075.00 per month, Year 2: \$1107.00 per month, Year 3: \$1140.00 per month, Year 4: \$1175.00 per month. Beginning January 1, 2026, the CAM will increase three percent (3%) annually on January 1st of each year.

At such point as Advanced Air exceeds 10,000 revenue passenger enplanements in a fiscal year, the City will reduce the rent by \$1,000 per month

for the duration of the fiscal year as a performance incentive. Achieving the 10,000 per year revenue passenger enplanement number will make the Airport eligible for \$1,000,000 of additional FAA funding for airport improvement purposes.

Benefits of the Advanced Air Lease: The Lease provides the community with expanded air service destinations utilizing Pilatus PC-12 luxury aircraft which will seat eight passengers and features a pressurized cabin capability and an excellent safety record. Additionally, the Airport will continue to receive facility rental income and CAM fees.

Recommendation

Adopt a motion recommending approval of the lease with Advanced Air, LLC to the Merced City Council.

Attachments:

1. Lease Agreement

**LEASE AGREEMENT
BETWEEN
CITY OF MERCED
AND
ADVANCED AIR, LLC**

THIS LEASE AGREEMENT (“Agreement”), is made and entered into as of _____, 2021, by and between the City of Merced, a California Charter Municipal Corporation, hereinafter referred to as Lessor, and Advanced Air, a California Limited Liability Company, hereinafter referred to as Lessee.

WITNESSETH

WHEREAS, Lessor operates and administers an airport known as the Merced Yosemite Regional Airport located in the City of Merced, County of Merced, State of California, hereinafter called the Airport, the said Airport being more fully described as follows, to wit:

The north one-half of Section 35 and the south 1,320 feet of Section 26, Township 7 South, Range 13 East, Mount Diablo Base and Meridian, less roads and canals; and

WHEREAS, Lessee is engaged in the business of air transportation with respect to persons, property and cargo; and,

WHEREAS, Lessee desires to lease certain premises, facilities, rights, licenses, services and privileges in connection with and on the Airport, and Lessor is willing to lease the same to Lessee upon the terms and conditions hereinafter stated.

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, Lessor does hereby demise and let unto Lessee, and Lessee does hereby hire and take from Lessor, certain premises and facilities, rights, licenses, services and privileges in connection with and on the Airport, as follows:

ARTICLE I

Term of Agreement

Subject to earlier cancellation hereinafter provided, this Agreement shall continue in effect from January 1, 2022 to December 31, 2025, and shall continue thereafter until terminated by either party giving sixty (60) days prior written notice to the other party.

ARTICLE II

Use of Airport - Operation and Maintenance by Lessor

Lessee is hereby granted the right, in its air transport operation thereat, and for all purposes necessarily incident thereto, to use the Airport and all the facilities, equipment, improvements and services pertaining thereto which are now or hereafter provided by the Lessor in its maintenance and operation thereof. Such right shall be in common with other operators so authorized, and shall give Lessee no preferential right of use except as herein provided. All Federal Aviation Administration ("FAA") required equipment, if any, shall be supplied and paid for by Lessee.

Except as otherwise provided in this Agreement, Lessor, during the term of this Agreement, shall, at no cost to Lessee:

(a) Maintain and keep in good repair, the Airport, airport terminal building, vehicular parking space, all appurtenances, facilities and services now or hereafter connected with the foregoing;

(b) Keep the Airport free from obstructions and maintain and operate the Airport in a manner at least equal to the minimum standards or ratings as established by the FFA in support of air carrier operations.

(c) Provide and supply adequate field lighting on and for the Airport including without restriction because of enumeration, boundary lights, landing lights, floodlights and beacons.

All obligations provided for by this Article shall be executed in a manner comparable to standards of other airports of similar size and traffic.

ARTICLE III

Ground Transportation

Lessee shall have the right to operate, or contract for the operation of, any ground transportation service of its choice for the carriage of its passengers and cargo to and from the Airport. Loading and unloading space for vehicles so engaged shall be at locations convenient to Lessee's operations, whether on or off the premises leased to it exclusively hereunder. Parking space for such vehicles and for automobiles of Lessee's employees, passengers and invitees may be provided by Lessee, with or without charge, on its leased premises hereunder, without hindrance of Lessor.

ARTICLE IV

Public Parking Space

The Lessor hereby undertakes to provide at the Airport adequate and convenient outdoor public parking space for motor vehicles of the general public. Charge may be made by Lessor for such parking, at reasonable rates, but Lessor will not charge Lessee's accredited employees or ground transportation operators for their parking use of such space, and Lessor hereby accords them such use, gratis.

ARTICLE V

Ingress and Egress

Lessee shall have full and free right to ingress to and egress from Airport over roadways of Lessor, for itself, its employees, passengers and invitees.

ARTICLE VI

Leased Premises

The Leased Premises are located at the Merced Yosemite Regional Airport Terminal, 20 Macready Drive, Merced, California, and consist of approximately 689 square feet of offices and counters for Lessee's exclusive use, and approximately 2,018 square feet of common area for Lessee's non-exclusive use, including secured gate waiting area, restrooms, and lobby. Lessee also receives non-exclusive rights to use of the Airport and its aviation improvements, including

aprons, taxiways, and runways. The Leased Premises are illustrated in Attachment A.

(a) Improvements to Premises:

Lessee may make improvement to provide access to, and on the Premises, with consent of Lessor as to design and construction. Lessee shall fund all costs of development, including demolition, architecture and engineering, site preparation, building construction, public improvements, fees and permits, and financing costs, except as otherwise expressly provided.

(b) Design:

The Lessee shall coordinate design of any and all improvements on the Premises with the Lessor.

ARTICLE VII

Notices

All written notices to Lessee required by this Agreement shall be addressed as follows:

Advanced Air, LLC
12101 Crenshaw Boulevard, Suite 100
Hawthorne, California 90250

All written notices to Lessor required by this Agreement shall be addressed as follows:

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

with a copy to: City Attorney
City of Merced
678 W. 18th Street
Merced, California 95340

ARTICLE VIII

Rental and Fees

(a) Rental:

This Lease shall commence and continue for the term as set forth in Article I hereof, subject to earlier termination as provided in Article XIII hereof. The rents to be paid by Lessee shall be as follows:

| | |
|---|----------------------|
| Year 1 (January 1, 2022 to December 31, 2022) | \$6,050.00 per month |
| Year 2 (January 1, 2023 to December 31, 2023) | \$6,232.00 per month |
| Year 3 (January 1, 2024 to December 31, 2024) | \$6,418.00 per month |
| Year 4 (January 1, 2025 to December 31, 2025) | \$6,611.00 per month |

Beginning January 1, 2026, rent shall increase three percent (3%) annually on January 1st of each year.

(b) Landing Fees:

Lessee agrees to pay to Lessor for the use of all the premises, facilities, rights, licenses, services and privileges granted hereunder, in addition to the rental as specified in Section (a) of this Article VIII, the following landing fees:

- (1) Lessee shall pay Lessor a landing fee of Seventeen Dollars (\$17.00) per landing.
- (2) Landing fees shall be applicable to all aircraft operated for revenue-producing purposes, including the pick-up or discharge of passengers and/or cargo.

(c) Records:

Lessee shall provide to Lessor at the end of each calendar month statistical information respecting Lessee's operations at Airport, including:

- (1) The total number of aircraft operations conducted by Lessee;
- (2) The total combined certificated gross landing weight of all such aircraft operations;
- (3) The total number of enplaned, deplaned, and through passengers;

(d) Delinquent Rent or Landing Fees:

In addition to other remedies contained in this Agreement, in the event any rental payment or landing fee payment is not made within 10 days of the date it is due, Lessee shall pay to Lessor a late charge on said unpaid balance calculated at the rate of twelve percent (12%) per year from the date such payment became delinquent until the date such payment is made.

(e) Deposit:

Prior to the commencement of Lessee's operations under this Agreement, Lessee shall maintain performance security in the amount of Five Thousand Dollars (\$5,000.00) to Lessor in a form acceptable to Lessor's City Attorney to guarantee Rental and Landing Fees payments. The balance of said performance security will be returned to Lessee within sixty (60) days of the termination of this Agreement, less any deductions for non-payment of rent or Landing Fees.

(f) Utilities:

Lessee shall be responsible for payment of its own utilities and phone bills.

(g) Common Area Maintenance and Utilities:

Lessee acknowledges that Lessor provides common area maintenance and janitorial service to non-exclusive use areas of the Premises, and utilities (electricity and natural gas) to both exclusive and non-exclusive use areas of the Premises. As compensation, Lessee shall pay Common Area Maintenance (CAM) fees as follows:

| | |
|---|----------------------|
| Year 1 (January 1, 2022 to December 31, 2022) | \$1,075.00 per month |
| Year 2 (January 1, 2023 to December 31, 2023) | \$1,107.00 per month |
| Year 3 (January 1, 2024 to December 31, 2024) | \$1,140.00 per month |
| Year 4 (January 1, 2025 to December 31, 2025) | \$1,175.00 per month |

Beginning January 1, 2026, CAM fees shall increase three percent (3%) annually on January 1st of each year.

At such time as Lessor adds restroom facilities that can be accessed within the sterile area of the Airport, Lessee agrees to negotiate in good faith with the City to amend this Agreement for the purpose of increasing the monthly CAM fee to cover on a monthly basis the cost of maintaining the improvement.

(h) Rents and Fees Due:

Rents and fees will be due and payable in advance on the first of each month commencing January 1, 2022, subject to the incentive proposal described in Article X of this Agreement.

ARTICLE IX

Rules and Regulations

(a) Lessor Rules:

The Lessor has in force certain rules and regulations covering operations at the Airport. Lessee agrees to abide by these rules and regulations, which may be changed from time to time by Lessor without notification or approval by Lessee, but which shall always be consistent with safety and with the rules, regulations, and orders of the FAA. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

(b) Training of Lessee's Employees in Part 139 Requirements:

Lessee acknowledges that Lessor incurs expenses for FAA Part 139 required staffing levels, and that such staffing is necessary for Lessor due primarily to Lessee's activities. During the period of this Agreement, Lessee shall provide Part 139 training for its "Full-Time" Merced-based employees at Lessee's expense, with the intention that such employees may assist in meeting Part 139 requirements.

ARTICLE X

Control of Rates, Fares and Charges, Schedule, and Aircraft

The Lessor shall have no control whatsoever over the rates, fares, and charges that Lessee may prescribe for its transportation or services, and shall impose no fees or tolls upon Lessee's passengers, patrons, or other persons whom it serves at the Airport for the privilege of being so served; except that nothing in this Article shall be construed to prevent the imposition of Passenger Facilities Charges (PFCs). Lessee agrees not to oppose imposition of any PFC authorized by the FAA.

Lessee shall establish flight schedules after reasonable consultation with Lessor.

At such point as Lessee exceeds 10,000 revenue passenger enplanements for the Airport in a fiscal year, the Lessor will reduce the rent by One Thousand Dollars (\$1,000.00) per month for the duration of the fiscal year as a performance incentive.

ARTICLE XI

Marketing

Lessee shall use reasonable efforts to market its services with the intention that Lessee significantly increase the level of revenue enplanements for the Airport. Lessee shall provide a written report to Lessor summarizing its marketing efforts quarterly, in October, January, April and July of each year of the period of this Agreement.

ARTICLE XII

Damage or Destruction of Premises

If the Terminal Building is partially damaged by fire, the elements, the public enemy or other casualty, but Lessee's space is not rendered untenable, the Terminal Building shall be repaired with due diligence by Lessor at Lessor's own cost and expense. If the damage shall be so extensive as to render Lessee's space untenable but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Lessor at Lessor's own cost and expense, and the rental payable hereunder shall be proportionately paid up to the time of such

damage and shall thenceforth cease until such time as such space shall be fully restored. In case such building is completely destroyed by fire, the elements, the public enemy or other causality, or so damaged that Lessee's space will or does remain untenable for more than thirty (30) days, at the option of Lessee, either (1) said building shall be repaired or reconstructed with due diligence by Lessor at Lessor's own cost and expense, and the retail payable hereunder paid up to the time of such damage or destruction and shall thenceforth cease until such time as Lessee's space shall be fully restored, or (2) if within twelve (12) months after the time of such damage or destruction Lessee's space shall not have been repaired or reconstructed for Lessee's use, Lessee may give Lessor written notice of its intention to then cancel this Agreement in its entirety or to cancel, as of the date of such damage or destruction, such part of this Agreement that related only to space.

In the event that the Airport is rendered unusable, there shall be a reasonable and proportionate abatement of the rentals, fees, and charges provided for herein during the period that the Airport is unusable.

In the event that the Terminal Building must be moved to a new location, by reason of any federal safety requirements or in order to comply with runway clearance requirements of the FAA, or for any other reason beyond the control of the Lessor, Lessor may, at its option, move or rebuild said building, subject to abatement of rental charges proportionate to the extent and the time that the building is thereby rendered untenable, or cancel this lease on thirty (30) days written notice to Lessee.

ARTICLE XIII

Cancellation

This Agreement may be canceled and terminated prior to its termination date as follows:

(a) Default by Lessee:

The Lessor may cancel and terminate this Agreement upon default by Lessee of any of the terms and conditions hereof and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt of written request from the Lessor to remedy the same.

Notwithstanding the above, the failure of Lessee to pay rent or landing fees when due and the failure to remedy such default for a period of thirty (30) days shall result in the automatic cancellation and termination of this Agreement with ten (10) days written notice. Additionally, the failure to maintain at all times the insurance required by Article XV hereof shall result in the automatic cancellation and termination of this Agreement without notice.

(b) Default by Lessor:

Lessee may cancel and terminate this Agreement upon default by the Lessor of any of the terms and conditions hereof and the failure of the Lessor to remedy such default for a period of sixty (60) days after written request from Lessee to remedy the same.

(c) Bankruptcy of Lessee:

The Lessor may cancel this Agreement upon the filing by Lessee of a voluntary petition in bankruptcy, the institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings, the taking by a court of competent jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act, or the appointment of a receiver of Lessee's assets.

(d) Governmental Action:

Lessee may cancel this Agreement upon the failure or refusal of the Department of Transportation at any time during the term of this Agreement or any renewal thereof to permit Lessee to operate into or from the Airport with any type of aircraft which Lessee may reasonably desire to operate into and from the Airport, including without limitation of the generality of the foregoing, the failure or refusal of the Department of Transportation at any such time to permit Lessee to operate into or from other airports of like size and character, upon the termination or restriction of Lessee's present right to operate into and from the Airport as an air carrier authorized to transport persons or property by the Department of Transportation, or the federal authorities charges with the national defense, or by any other duly constituted authority.

(e) The Federal Essential Air Service Program

Lessee may cancel and terminate this Agreement upon thirty (30) days prior written notice to Lessor, in the event of termination or material adverse change in the Federal Essential Air Service Program (“EAS”) relating to Lessee’s operation under this Agreement and/or Lessee’s contract under the EAS program for Merced, California. Said prior written notice shall include all documentation evidencing the termination or material adverse change in the EAS program. However, should Lessee terminate service before the date expected by Department of Transportation, the notice required with be thirty (30) days, plus the number of additional days before the new carrier begins service, up to a maximum of an additional thirty (30) days.

ARTICLE XIV

Prevention of Use

Lessee shall have the right to terminate this Agreement upon issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport or any part thereof for Airport purposes and the remaining in force in such injunction for a period of at least ninety (90) days, or upon the inability of Lessee to use for a period in excess of ninety (90) days the Airport or any of its premises, facilities, rights, licenses, services or privileges leased to Lessee hereunder because of any law or other order, rule, regulation or other action or non-action of the Department of Transportation, or of any other governmental authority, or because of fire, earthquake, other casualty or acts of God or the public enemy.

ARTICLE XV

Indemnity and Insurance

Lessee assumes all risks incident to, or in connection with, its operation at the Airport and shall be solely responsible for all accidents, death, or injuries to persons, or damage to property caused by its operations at the Airport, and shall further indemnify, protect, defend (with counsel selected by Lessor), and save harmless the Lessor, its officers, employees, and agents from any and all claims, suits, losses or damages for death or injuries to persons or damage to property arising out of the negligent or improper acts or omissions of Lessee, its agents, officers or employees; PROVIDED, however, that this assumption of risk and undertaking shall not apply to claims, suits, losses or damages arising out of the

sole negligence of Lessor's officers, employees, agents, or contractors. It is understood 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 Agreement does not relieve Lessee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Lessee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Lessee agrees to furnish a certificate to Lessor, after approval of same by the City Attorney of Lessor, indicating that Lessee has purchased and is maintaining Airport liability insurance from a company satisfactory to Lessor insuring against:

(a) Legal liability for bodily injuries or death in the minimum sum of Four Million Dollars (\$4,000,000.00) for one accident.

(b) Legal liability for damage to property of others in the minimum sum of One Million Dollars (\$1,000,000.00).

Said certificate shall state that Lessor will be notified at least thirty (30) days before cancellation (except 10 days with respect to non-payment of premium) of the policy or any material change thereof.

The Lessee also shall file a certificate of insurance with Lessor, in a form satisfactory to Lessor, certifying that the Lessee has in force public liability, passenger liability, and property damage insurance for operation of aircraft in amounts not less than One Million Dollars (\$1,000,000) for one person, Four Million Dollars (\$4,000,000) for one accident, and One Million Dollars (\$1,000,000) for property damage. Said certificates shall state that Lessor will be notified at least thirty (30) days before cancellation of the policy (except 10 days with respect to non-payment of premium) or any material change thereof.

All of the above insurance policies shall contain a contractual liability endorsement recognizing the hold harmless agreement contained in this paragraph and the City of Merced, its officers, employees, volunteers, and agents shall be named as additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for purposes of this

Agreement, and that no other insurance effected by Lessor or other named insureds will be called on to cover a loss covered thereunder.

ARTICLE XVI

Assignment

Lessee shall not at any time assign this Agreement or sublet the demised premises or any part thereof without the prior written consent of Lessor, provided that the foregoing shall not prevent the assignment of the Agreement to any corporation with which Lessee may merge or consolidate or which may success to the business of Lessee. However, this restriction against assignment shall not operate to prevent Lessee from contracting with any operator of its choice for the performance of any of the ground operations or services the right of performance of which is accorded Lessee hereunder.

ARTICLE XVII

Licenses, Fees and Taxes

If Lessee is required to procure any licenses or permits from Lessor, other than such as any be required by the United States of America or the State of California, to authorize or permit Lessee to pursue any of the activities or operations which Lessee is authorized to carry on under this Agreement, Lessee may deduct the cost of such licenses and permits other than those imposed by ordinance and statutes in force at the time of execution of this Agreement, from any rentals or fees payable to Lessor herein.

Lessee agrees to pay, without the right to deduct from rental fees provided for herein, any and all personal property taxes assessed against its property on said leased premises, such portion of real estate taxes as may be levied against improvements owned by Lessee and erected upon land owned by Lessor, and any tax assessed upon any possessory interest owned by Lessee at the Airport, including the rights in this Agreement.

ARTICLE XVIII

Attorney and Collection Fees

In the event that suit or arbitration shall be brought by Lessee or Lessor to enforce any provision of this Agreement, or for any unlawful detainer of the leased

premises, for the recovery of any rental fees or charges due under the provisions of this Agreement, or for any breach by Lessee or Lessor of any condition, term or covenant herein contained, the prevailing party in such suit or arbitration shall be entitled to recover costs, reasonable attorney's fees, and costs of suit together with any other costs of collection of enforcement, whether incurred prior or subsequent to commencement of legal action, as fixed by the arbitrator.

ARTICLE XIX

Non-Discrimination Clause

The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XX

Waiver

In the event that either Lessor or Lessee 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.

ARTICLE XXI

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.

ARTICLE XXII

Amendment

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

ARTICLE XXIII

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.

ARTICLE XXIV

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.

ARTICLE XXV

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 hereto have caused this Agreement to be executed the day and year first above written.

LESSOR:
CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly Mally 10/14/21
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

LESSEE:
ADVANCED AIR, LLC,
A California Limited Liability Company

BY: _____

ITS: _____

BY: _____

ITS: _____

Taxpayer I.D. No. _____

ADDRESS: 12101 Crenshaw Blvd.
Suite 100
Hawthorne, CA 90250

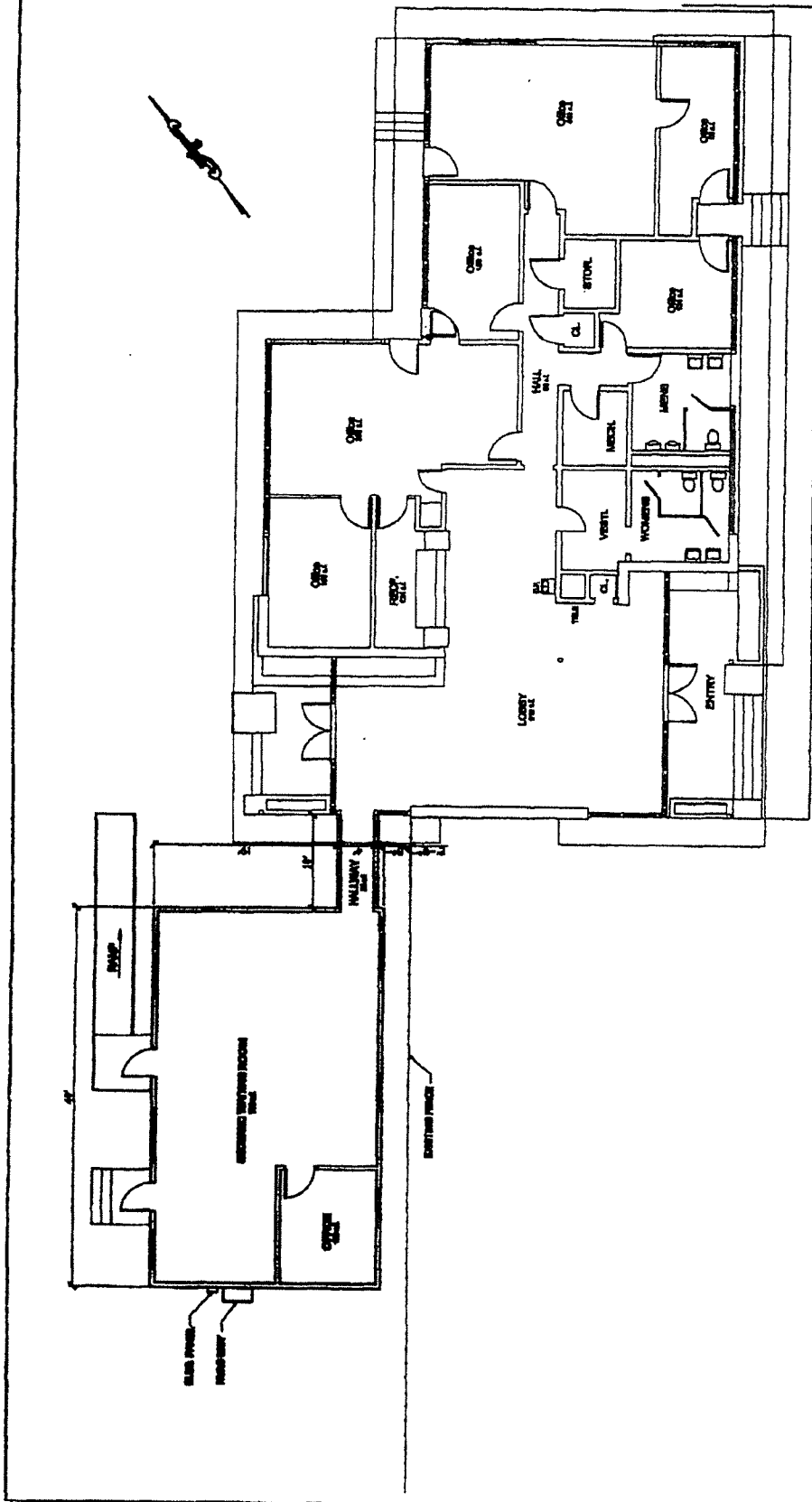
TELEPHONE: (310) 644-3344

FACSIMILE: (310) 644-9344

E-MAIL:

bookings@advancedairlines.com

Attachment A



TERMINAL/SECURED WAITING BUILDING FLOOR PLAN
SCALE 1/8" = 1'-0"



**SATURDAY
DECEMBER
11TH**

CLEAN UP DAY

**APPLEGATE PARK
BEAR CREEK
DOWNTOWN ALLEYS**

MEET @ APPLEGATE MOAT [26TH & O ST]

START 8AM - LUNCH 11A

BRING GLOVES, BAGS AND TRUCKS



PARKS AND RECREATION

DOVE, WATERFOWL, & PHEASANT HUNT

COST:

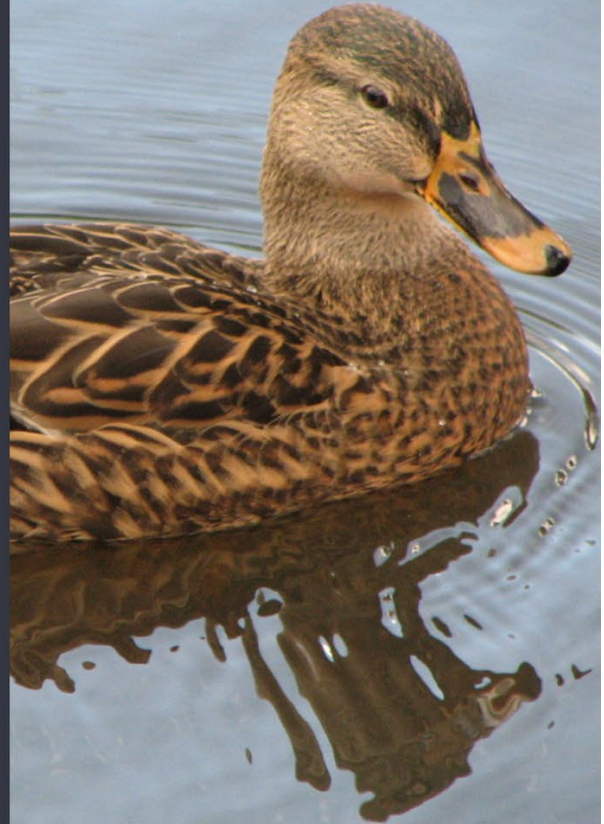
\$10 DAY PERMIT
(LIMITED SPACE)

PURCHASE LOCATION:

632 W. 18TH ST.
OPEN MONDAY - FRIDAY
8AM-12PM & 1PM-5PM

**FOR MORE INFORMATION
CALL 209-385-6235**

HUNTING SCHEDULE AND
PURCHASE DATES CAN BE FOUND
ONLINE AT CITYOFMERCED.ORG



HUNT DATES:

Waterfowl:

Oct. 23rd - Jan. 31

Dove:

Sept. 1st-15th &
Nov 13th - Dec. 27th

Pheasant:

Nov. 13th - Dec. 26th

**HUNT LOCATION:
MERCED WILDLIFE/MIGRATION
AREA (WWTP)**



MERCED WILDLIFE/WATERFOWL MITIGATION AREA (W.W.T.P.)

2020 - 2021 HUNTING SCHEDULE

NOTE: Parks & Recreation Office is closed on:
Sept. 6th,
Nov. 11th, 25th & 26th
Dec. 24th
January 17th, 2022

WATERFOWL: Oct. 23rd - Jan. 31st
DOVE: Sept. 1st-15th & Nov. 13th- Dec. 27th
PHEASANT: Nov. 13th- Dec. 26th

On all SHARE dates, permits must be purchased through Fish & Game.

| | DAY | HUNT DATE | | | | PURCHASE DATES | |
|-------------------------|-----------|-----------|----|-------|--|---|---------------|
| Dove Only | WEDNESDAY | SEPTEMBER | 1 | | | FISH & GAME | |
| Dove Only | SATURDAY | SEPTEMBER | 4 | SHARE | | AUGUST/SEPTEMBER | 25 - 3 |
| Dove Only | SUNDAY | SEPTEMBER | 5 | | | AUGUST/SEPTEMBER | 26 - 3 |
| Dove Only | WEDNESDAY | SEPTEMBER | 8 | | | AUGUST/SEPTEMBER | 30 - 8 |
| Dove Only | SATURDAY | SEPTEMBER | 11 | SHARE | | FISH & GAME | |
| Dove Only | SUNDAY | SEPTEMBER | 12 | | | SEPTEMBER | 1-10 |
| Dove Only | WEDNESDAY | SEPTEMBER | 15 | | | SEPTEMBER | 6-15 |
| Waterfowl | SATURDAY | OCTOBER | 23 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | OCTOBER | 24 | | | OCTOBER | 14-22 |
| Waterfowl | WEDNESDAY | OCTOBER | 27 | | | OCTOBER | 18-27 |
| Waterfowl | SATURDAY | OCTOBER | 30 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | OCTOBER | 31 | | | OCTOBER | 21-31 |
| Waterfowl | WEDNESDAY | NOVEMBER | 3 | | | OCTOBER/NOVEMBER | 25-3 |
| Waterfowl | SATURDAY | NOVEMBER | 6 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | NOVEMBER | 7 | | | OCTOBER/NOVEMBER | 28-5 |
| Waterfowl | WEDNESDAY | NOVEMBER | 10 | | | NOVEMBER | 1-10 |
| Dove/Pheasant/Waterfowl | SATURDAY | NOVEMBER | 13 | SHARE | | FISH & GAME | |
| Dove/Pheasant/Waterfowl | SUNDAY | NOVEMBER | 14 | | | NOVEMBER | 4-12 |
| Dove/Pheasant/Waterfowl | WEDNESDAY | NOVEMBER | 17 | | | NOVEMBER | 8-17 |
| Dove/Pheasant/Waterfowl | SATURDAY | NOVEMBER | 20 | SHARE | | FISH & GAME | |
| Dove/Pheasant/Waterfowl | SUNDAY | NOVEMBER | 21 | | | NOVEMBER | 11-19 |
| Dove/Pheasant/Waterfowl | WEDNESDAY | NOVEMBER | 24 | | | NOVEMBER | 15-24 |
| Dove/Pheasant/Waterfowl | SATURDAY | NOVEMBER | 27 | SHARE | | FISH & GAME | |
| Dove/Pheasant/Waterfowl | SUNDAY | NOVEMBER | 28 | | | NOVEMBER | 18-26 |
| Dove/Pheasant/Waterfowl | WEDNESDAY | DECEMBER | 1 | | | NOVEMBER/DECEMBER | 22-1 |
| Dove/Pheasant/Waterfowl | SATURDAY | DECEMBER | 4 | | | FAMILY PHEASANT HUNT NO WWTP PERMITS ISSUE | |
| Dove/Pheasant/Waterfowl | SUNDAY | DECEMBER | 5 | | | | |
| Dove/Pheasant/Waterfowl | MONDAY | DECEMBER | 6 | SHARE | | | FISH & GAME |
| Dove/Pheasant/Waterfowl | TUESDAY | DECEMBER | 7 | | | NOVEMBER/DECEMBER | 29-7 |
| Dove/Pheasant/Waterfowl | WEDNESDAY | DECEMBER | 8 | | | NOVEMBER/DECEMBER | 29-8 |
| Dove/Pheasant/Waterfowl | SATURDAY | DECEMBER | 11 | | | FAMILY PHEASANT HUNT NO WWTP PERMITS ISSUE | |
| Dove/Pheasant/Waterfowl | SUNDAY | DECEMBER | 12 | | | | |
| Dove/Pheasant/Waterfowl | MONDAY | DECEMBER | 13 | SHARE | | | FISH & GAME |
| Dove/Pheasant/Waterfowl | TUESDAY | DECEMBER | 14 | | | DECEMBER | 6-14 |
| Dove/Pheasant/Waterfowl | WEDNESDAY | DECEMBER | 15 | | | DECEMBER | 6-15 |
| Dove/Pheasant/Waterfowl | SATURDAY | DECEMBER | 18 | SHARE | | FISH & GAME | |
| Dove/Pheasant/Waterfowl | SUNDAY | DECEMBER | 19 | | | DECEMBER | 9-17 |
| Dove/Pheasant/Waterfowl | WEDNESDAY | DECEMBER | 22 | | | DECEMBER | 13-22 |
| Dove/Pheasant/Waterfowl | SATURDAY | DECEMBER | 25 | | | DECEMBER | 16-22 |
| Dove/Pheasant/Waterfowl | SUNDAY | DECEMBER | 26 | SHARE | | FISH & GAME | |
| Waterfowl | WEDNESDAY | DECEMBER | 29 | | | DECEMBER | 20-29 |
| Waterfowl | SATURDAY | JANUARY | 1 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | JANUARY | 2 | | | DECEMBER | 23-31 |
| Waterfowl | WEDNESDAY | JANUARY | 5 | | | DECEMBER/JANUARY | 27-5 |
| Waterfowl | SATURDAY | JANUARY | 8 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | JANUARY | 9 | | | DECEMBER/JANUARY | 30-7 |
| Waterfowl | WEDNESDAY | JANUARY | 12 | | | JANUARY | 3-12 |
| Waterfowl | SATURDAY | JANUARY | 15 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | JANUARY | 16 | | | JANUARY | 6-14 |
| Waterfowl | WEDNESDAY | JANUARY | 19 | | | JANUARY | 10-19 |
| Waterfowl | SATURDAY | JANUARY | 22 | | | JANUARY | 12-21 |
| Waterfowl | SUNDAY | JANUARY | 23 | | | JANUARY | 13-21 |
| Waterfowl | WEDNESDAY | JANUARY | 26 | | | JANUARY | 17-26 |
| Waterfowl | SATURDAY | JANUARY | 29 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | JANUARY | 30 | | | JANUARY | 20-28 |
| Waterfowl | SATURDAY | FEBRUARY | 5 | | | JANUARY/FEBRUARY | 26-4 |
| Waterfowl | SUNDAY | FEBRUARY | 6 | | | JANUARY/FEBRUARY | 27-4 |
| Waterfowl | SATURDAY | FEBRUARY | 12 | SHARE | | FISH & GAME | |
| Waterfowl | SUNDAY | FEBRUARY | 13 | | | VETERANS HUNT | FEBRUARY 3-12 |