



City of Los Banos

At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

MARCH 4, 2015

If you require special assistance to attend or participate in this meeting, please call the City Clerk's Office @ (209) 827-7000 at least 48 hours prior to the meeting.

The City of Los Banos complies with the Americans with Disabilities Act (ADA) of 1990.

Si requiere asistencia especial para atender o participar en esta junta por favor llame a la oficina de la Secretaria de la ciudad al (209) 827-7000 a lo menos de 48 horas previas de la junta.

La Ciudad de Los Banos cumple con la Acta de Americanos con Deshabilidad (ADA) de 1990.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 520 J Street, Los Banos, California during normal business hours. In addition, such writings and documents may be posted on the City's website at www.losbanos.org.

Cualquier escritura o los documentos proporcionaron a una mayoría del Ayuntamiento respecto a cualquier artículo en este orden del día será hecho disponible para la inspección pública en la reunión y en la oficina de la Secretaria de la ciudad en City Hall, 520 J Street, Los Banos, California durante horas de oficina normales. Además, tales escrituras y los documentos pueden ser anunciados en el website de la ciudad en www.losbanos.org.

1. CALL TO ORDER. **7:00 PM**
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)
Faria ____, Lewis ____, Silveira ____, Stonegrove ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. PRESENTATION – PROCLAMATION RECOGNIZING GIRL SCOUTS MAKE THE WORLD A BETTER PLACE WEEK, MARCH 8-14, 2015.

6. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda items. Speakers are limited to a five (5) minute presentation. Detailed guidelines are posted on the Council Chamber informational table.)

7. CONSIDERATION OF APPROVAL OF CONSENT AGENDA. (Items on the Consent Agenda are considered to be routine and will be voted on in one motion unless removed from the Consent Agenda by a City Council Member.)

A. Check Register for #151874 – #152103 in the Amount of \$2,719,251.68.

Recommendation: Approve the check register as submitted.

B. Minutes for the February 18, 2015 City Council Meeting.

Recommendation: Accept the minutes as submitted.

C. Los Banos Unified School District Street Closure Request for Prairie Springs Road East of Badger Flat Road for the Groundbreaking Ceremony of the New Junior High School from 4:00 PM to 6:30 PM on Monday, March 9, 2015.

Recommendation: Authorize the street closure request as submitted.

D. Street Closure/Parade Request from the Merced County Spring Fair for the Following Streets Surrounding the Fairgrounds to be Closed from 8:00 AM Monday, April 27, 2015 until Midnight, Sunday, May 3, 2015: 3rd Street from E Street to D Street, D Street from 3rd Street to North Street, North Street from C Street to D Street, F Street from 3rd Street to 5th Street, 4th Street from G Street to F Street and Permission to Use City Streets on Saturday, May 2, 2015 for the Annual May Day Parade.

Recommendation: Authorize the parade and street closure request as submitted.

E. City Council Resolution No 5639 – Authorizing the Release of Unclaimed Checks Pursuant to California Government Code Section 50050 and 50053 to the City of Los Banos.

Recommendation: Adopt the resolution as submitted.

F. City Council Resolution No. 5640 – Awarding the Bid for the Lease of One (1) New 2015/2016 Model Aerial Truck and Authorizing the Public Works Director/City Engineer to Enter into the Lease Agreement.

Recommendation: Adopt the resolution as submitted.

G. City Council Resolution No. 5641 – Authorizing Entering into a First Amendment between the City of Los Banos and Marlene Pennington for Rental of the Ranchwood Park Facility.

Recommendation: Adopt the resolution as submitted.

8. PUBLIC HEARING. (If you challenge the proposed action as described herein in court, you may be limited to raising only those issues you or someone else raised at the public hearing described herein or in written correspondence delivered to the City at, or prior to, the public hearing.)

A. Public Hearing – Annual Review of the Following Development Agreements, Pursuant to Section 65865.1 of the California Government Code: Stonecreek Pre-Annexation, Village Green, Villages at Stonecreek IIA & III, Northgate at Regency Park II, Villa Burano Pre-Annexation, AMG Pre-Annexation, Orchard Terrace II, The Provinces, Villages at Stonecreek IV, Mission Village South, Quail Meadows at Stonecreek, AM/PM McDonalds Pre-Annexation, East Mercey Springs, Spadafore-Ginanonne Pre-Annexation, The Villas, Northgate at Regency Park, Shaunessy Village, Ronny’s Pre-Annexation.

(Continued from February 4, 2015)

1) City Council Resolution No 5642 – Approving the Annual Review of Development Agreements and Finding Good Faith Compliance with the Terms and Conditions of Said Development Agreements.

Recommendation: Receive staff report, open public hearing, receive public comment, close the public hearing and adopt the resolution as submitted.

B. Public Hearing – To Receive Public Comment and Consideration of Adoption of a New Donation/Collection Boxes Permit Fee.

1) City Council Resolution No 5643 – Establishing Permit Fees for the Administration and Issuance of Donation/Collection Boxes.

Recommendation: Receive staff report, open public hearing, receive public comment, close the public hearing and adopt the resolution as submitted.

9. CONSIDERATION OF THE ADOPTION OF CITY COUNCIL RESOLUTION NO. 5644 – ADOPTING A REVISED BUDGET FOR THE 2014/2015 FISCAL YEAR AS IT PERTAINS TO EXPENDITURES.

Recommendation: Receive staff report and adopt the resolution as submitted.

10. PRESENTATION REGARDING THE NEW LOS BANOS AIRPORT SITE SELECTION AND CONCEPT STUDY UPDATE.

Recommendation: Informational item only, no action to be taken.

11. ADVISEMENT OF PUBLIC NOTICES. (Three Reports)

12. CITY MANAGER REPORT.

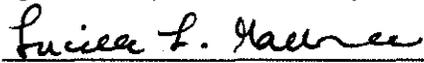
13. CITY COUNCIL MEMBER REPORTS.

A. Deborah Lewis

- B. Scott Silveira
- C. Elizabeth Stonegrove
- D. Tom Faria
- E. Mayor Mike Villalta

14. ADJOURNMENT.

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting.



Lucille L. Mallonee, City Clerk

Dated this 26th day of February 2015

Bank Reconciliation

Checks by Date



City of
Los Banos

At the Crossroads of California

User: rsouto
 Printed: 02/26/2015 - 11:06AM
 Cleared and Not Cleared Checks
 Print Void Checks

Check No	Check Date	Name	Comment	Module	Void	Amount
151874	2/13/2015	ABS Direct, Inc.	AP			2,957.27
151875	2/13/2015	Alert-O-Lite, Inc.	AP			1,075.40
151876	2/13/2015	All American Plumbing	AP			714.74
151877	2/13/2015	American Council of Engineering Co.	AP			62.76
151878	2/13/2015	Ameripride Valley Uniform Services Inc.	AP			160.86
151879	2/13/2015	Anthony Gomes	AP			320.00
151880	2/13/2015	Aramark Uniform Ser Inc	AP			342.88
151881	2/13/2015	AT&T	AP			33.99
151882	2/13/2015	BJ's Consumers Choice	AP			154.00
151883	2/13/2015	Borelli Real Estate Service, Inc.	AP			90.00
151884	2/13/2015	Bruce's Tire Inc	AP			1,724.91
151885	2/13/2015	BSK Associates	AP			62.00
151886	2/13/2015	Ca Dept of Justice	AP			973.00
151887	2/13/2015	California Dairies Inc	AP			316.62
151888	2/13/2015	Cal Traffic	AP			3,305.66
151889	2/13/2015	Cen Cal Machinery Co Inc	AP			85.97
151890	2/13/2015	Manuel A Avila	AP			142.29
151891	2/13/2015	Coffee Break Service	AP			40.00
151892	2/13/2015	Copy Shipping Solutions	AP			2,268.00
151893	2/13/2015	CSG Consultants Inc.	AP			18,543.80
151894	2/13/2015	LN Curtis & Sons	AP			387.60
151895	2/13/2015	Celeste Catalli	AP			600.00
151896	2/13/2015	Void	AP		Void	0.00
151897	2/13/2015	Don's Mobile Glass	AP			35.00
151898	2/13/2015	Darrell Mello	AP			175.00
151899	2/13/2015	Electrical Distributors Co.	AP			58.34
151900	2/13/2015	Employee Relations, Inc.	AP			50.00
151901	2/13/2015	Employment Development Dept	AP			2,186.00
151902	2/13/2015	Engineering Unlimited Inc	AP			652.96
151903	2/13/2015	Fastenal Company	AP			261.21
151904	2/13/2015	Fast Track Car Wash	AP			7.00
151905	2/13/2015	Ferguson Enterprises Inc DBA Groenige	AP			3,052.19
151906	2/13/2015	Fresno Truck Center	AP			166.82
151907	2/13/2015	GCS Environmental Equipment Services	AP			118.68
151908	2/13/2015	Galls Inc	AP			25.20
151909	2/13/2015	Halo Branded Solutions Inc.	AP			1,133.87
151910	2/13/2015	Heppner Precision Machine	AP			101.96
151911	2/13/2015	Hilmar Lumber Inc.	AP			315.94
151912	2/13/2015	Hi Tech Emergency Vehicle Services, Inc	AP			739.46
151913	2/13/2015	Interstate Truck Center, LLC	AP			311.08
151914	2/13/2015	Jerry Witt	AP			346.00

Check No	Check Date	Name	Comment	Module	Void	Amount
151915	2/13/2015	Johnnie's Cleaners	AP			90.75
151916	2/13/2015	JP's Services	AP			85.00
151917	2/13/2015	Kimball Midwest	AP			755.18
151918	2/13/2015	Los Banos Express Oil & Lube	AP			82.80
151919	2/13/2015	Lucas Business Systems	AP			227.02
151920	2/13/2015	Marfab Inc	AP			497.68
151921	2/13/2015	McNamara Sports Inc	AP			292.42
151922	2/13/2015	Merced Chevrolet Inc.	AP			136.74
151923	2/13/2015	Merced Hesston Inc	AP			80.83
151924	2/13/2015	Merced Uniform & Accessories	AP			987.26
151925	2/13/2015	Napa Auto Parts	AP			51.01
151926	2/13/2015	The Office City	AP			148.11
151927	2/13/2015	OSE	AP			679.54
151928	2/13/2015	O'Reilly Auto Parts	AP			2,317.63
151929	2/13/2015	OnTrac	AP			57.90
151930	2/13/2015	P G & E Company	AP			7.33
151931	2/13/2015	PR Diamonds Products Inc.	AP			634.00
151932	2/13/2015	Price Paige and Company Accountancy C	AP			1,950.00
151933	2/13/2015	Provost and Pritchard Engineering, Inc.	AP			393.47
151934	2/13/2015	Protech Security & Electronics, Inc.	AP			306.25
151935	2/13/2015	Recall Secure Destruction Services Inc	AP			431.19
151936	2/13/2015	James Ruiz	AP			108.00
151937	2/13/2015	Save Mart Supermarkets	AP			47.84
151938	2/13/2015	Sherwin Williams Co	AP			40.01
151939	2/13/2015	Snap On Tools	AP			80.68
151940	2/13/2015	Sonitrol	AP			654.00
151941	2/13/2015	Springbrook Software, Inc.	AP			1,224.00
151942	2/13/2015	Sorensens True Value	AP			1,354.01
151943	2/13/2015	Spriggs Inc.	AP			692.83
151944	2/13/2015	Jeremy Aaron Sullivan	AP			804.00
151945	2/13/2015	Sunmit Uniforms Inc	AP			53.05
151946	2/13/2015	SWRCB Accounting Office	AP			4,082.00
151947	2/13/2015	Toscano Upholstery	AP			26.00
151948	2/13/2015	Tractor Supply Credit Plan	AP			914.13
151949	2/13/2015	Triangle Rock Products	AP			2,246.94
151950	2/13/2015	Unique Glass	AP			139.80
151951	2/13/2015	USA Blue Book	AP			353.16
151952	2/13/2015	Sloan Realty, Inc.	AP			40.90
151953	2/13/2015	Domingo Padilla Medina	AP			18.15
151954	2/13/2015	Patricia & Oscar Alcaraz	AP			17.95
151955	2/13/2015	Tanae Chow	AP			18.15
151956	2/13/2015	David Kim	AP			20.00
151957	2/13/2015	Blossom Valley Realty	AP			31.79
151958	2/13/2015	Amy Mitchell	AP			50.67
151959	2/13/2015	Marjorie Raudez	AP			64.54
151960	2/13/2015	Carmen Agamao	AP			23.61
151961	2/13/2015	James Maddox	AP			89.09
151962	2/13/2015	O. Ray Sheets Accountancy Corp	AP			23.61
151963	2/13/2015	Saul Castrejon	AP			23.61
151964	2/13/2015	Alice and Nazario Rivera	AP			23.61
151965	2/13/2015	Jose or Leonardo Torres	AP			20.87
151966	2/13/2015	Marcelino Ortega	AP			20.87

Check No	Check Date	Name	Comment	Module	Void	Amount
151967	2/13/2015	Henry & Evelyn Pereira	AP			61.79
151968	2/13/2015	Ismael Morales Soto	AP			77.08
151969	2/13/2015	Minerva Hernandez	AP			9.96
151970	2/13/2015	Juan J Or Yolanda Ortiz	AP			1.78
151971	2/13/2015	Donaciano Ochoa	AP			1.78
151972	2/13/2015	Christen Van Deusen	AP			19.01
151973	2/13/2015	Jose or Ciria Hernandez	AP			37.24
151974	2/13/2015	Keith Moffatt	AP			37.24
151975	2/13/2015	Maria Simas	AP			32.71
151976	2/13/2015	Dmitri Smirnov	AP			31.51
151977	2/13/2015	Kathleen Shafer	AP			64.54
151978	2/13/2015	Mohammad Ibrahim	AP			56.36
151979	2/13/2015	Anderson Homes	AP			99.34
151980	2/13/2015	Sylvia Pettit	AP			15.44
151981	2/13/2015	Will Gandy	AP			56.36
151982	2/13/2015	Hong Li	AP			51.76
151983	2/13/2015	Irineo and Juanita Naranjo	AP			81.60
151984	2/13/2015	Verizon Wireless	AP			258.51
151985	2/13/2015	Western Pacific Signal, LLC	AP			286.90
151986	2/13/2015	Westside Water Conditioning	AP			130.00
151987	2/13/2015	Windecker Inc	AP			16,047.53
151988	2/13/2015	Young's Air Conditioning	AP			166.00
151989	2/13/2015	Zero Waste USA Inc.	AP			28.48
151990	2/13/2015	American Water Works Assoc. (AWWA)	AP			180.00
151991	2/13/2015	Gary Brizzee Jr.	AP			75.33
151992	2/13/2015	Credit Bureau Associates	AP			12.00
151993	2/13/2015	Davidson's Training	AP			250.00
151994	2/13/2015	Mary Lou Gilardi	AP			57.60
151995	2/13/2015	Pinnacle Medical Group	AP			103.00
151996	2/13/2015	Pinnacle Medical Group	AP			145.00
151997	2/13/2015	State Water Resources Control Board	AP		Void	55.00
151998	2/17/2015	Rosemarie Souto	AP			35.00
151999	2/17/2015	Kim Tomas	AP			83.00
152021	2/20/2015	Aflac-Customer Service	AP			95.81
152022	2/20/2015	Aflac-Customer Service	AP			143.95
152023	2/20/2015	Aflac-Customer Service	AP			41.26
152024	2/20/2015	Aflac-Customer Service	AP			48.36
152025	2/20/2015	Bank of America	AP			2,000,000.00
152026	2/20/2015	Bank of America	AP			87,072.52
152027	2/20/2015	Bank of America	AP			2,358.61
152028	2/20/2015	Bank of America	AP			10,799.07
152029	2/20/2015	Franchise Tax Board	AP			15.00
152030	2/20/2015	Fernando Garcia	AP			345.00
152031	2/20/2015	Mary Lou Gilardi	AP			64.59
152032	2/20/2015	Liebert Cassidy Whitmore	AP			11,859.15
152033	2/20/2015	Los Banos Fitness &	AP			695.00
152034	2/20/2015	Los Banos Police Assn	AP			2,042.00
152035	2/20/2015	MassMutual	AP			1,269.37
152036	2/20/2015	MassMutual	AP			4,942.00
152037	2/20/2015	Nationwide Retirement Solutions	AP			1,665.00
152038	2/20/2015	Professional Fire Fighter	AP			585.00
152039	2/20/2015	Stacy Souza Elms	AP			3,000.00

Check No	Check Date	Name	Comment	Module	Void	Amount
152040	2/20/2015	State Disbursement Unit	AP			2,085.00
152041	2/20/2015	Vantagepoint Transfer Agents - 705827	AP			25.00
152042	2/20/2015	Vantagepoint Transfer Agents - 801838	AP			950.00
152043	2/20/2015	Vantagepoint Transfer Agents - 306797	AP			455.00
152044	2/20/2015	Alert-O-Lite, Inc.	AP			372.79
152045	2/20/2015	Ameripride Valley Uniform Services Inc.	AP			160.86
152046	2/20/2015	Aramark Uniform Ser Inc	AP			297.25
152047	2/20/2015	AT&T	AP			274.17
152048	2/20/2015	Backflow Apparatus & Valve Co.	AP			373.97
152049	2/20/2015	Dorothy June Baker	AP			60.00
152050	2/20/2015	Brenntag Pacific Inc	AP			4,617.01
152051	2/20/2015	Brinks Inc.	AP			539.21
152052	2/20/2015	BSK Associates	AP			11,820.84
152053	2/20/2015	Frank M Cantele	AP			79.50
152054	2/20/2015	Central Valley Toxicology, Inc	AP			156.00
152055	2/20/2015	Clark Pest Control Inc	AP			145.00
152056	2/20/2015	Coffee Break Service	AP			115.50
152057	2/20/2015	Comcast	AP			10.57
152058	2/20/2015	Cornflower Farms	AP			508.48
152059	2/20/2015	Covanta Stanislaus	AP			534.38
152060	2/20/2015	CPS	AP			586.50
152061	2/20/2015	Dell Marketing L P	AP			3,151.54
152062	2/20/2015	Edges Electrical Group, LLC	AP			28.51
152063	2/20/2015	Electrical Distributors Co.	AP			157.25
152064	2/20/2015	F S Rod Inc	AP			1,742.91
152065	2/20/2015	Farmer Brothers Coffee	AP			58.87
152066	2/20/2015	Fastenal Company	AP			156.60
152067	2/20/2015	Ford Motor Credit Company LLC	AP			4,420.32
152068	2/20/2015	Tiffany Leanne Basuil Garcia	AP			70.00
152069	2/20/2015	Girl Scouts	AP			50.00
152070	2/20/2015	Anthony Gomes	AP			915.65
152071	2/20/2015	GouveiaEngineering Inc.	AP			8,976.88
152072	2/20/2015	Holt of California	AP			431.86
152073	2/20/2015	Language Line Services	AP			6.45
152074	2/20/2015	Los Banos Express Oil & Lube	AP			98.57
152075	2/20/2015	Calvin Lotz	AP			134.00
152076	2/20/2015	Lucas Business Systems	AP			414.41
152077	2/20/2015	Marfab Inc	AP			82.47
152078	2/20/2015	Merced Chevrolet Inc.	AP			109.01
152079	2/20/2015	Merced County Regional Waste Manager	AP			8,313.21
152080	2/20/2015	Merced County Regional Waste Manager	AP			66,859.22
152081	2/20/2015	Merced County Regional Waste Manager	AP			4,480.87
152082	2/20/2015	Merced Hesston Inc	AP			24.86
152083	2/20/2015	Merced Sun Star	AP			984.08
152084	2/20/2015	Merced Truck & Trailer Inc	AP			260.05
152085	2/20/2015	Myers Stevens & Toohey & Co., Inc.	AP			2,805.00
152086	2/20/2015	North Central Laboratories	AP			203.11
152087	2/20/2015	O'Reilly Auto Parts	AP			110.40
152088	2/20/2015	The Office City	AP			102.44
152089	2/20/2015	OSE	AP			30.86
152090	2/20/2015	P G & E Company	AP			11.14
152091	2/20/2015	Provost and Pritchard Engineering, Inc.	AP			1,629.45

Check No	Check Date	Name	Comment	Module	Void	Amount
152092	2/20/2015	PSG Fencing Corp.	AP			980.00
152093	2/20/2015	Rick's Auto Body	AP			102.00
152094	2/20/2015	Riggs Ambulance Service	AP			172.80
152095	2/20/2015	Save Mart Supermarkets	AP			105.92
152096	2/20/2015	Sherwin Williams Co	AP			52.27
152097	2/20/2015	Sorensens True Value	AP			368.23
152098	2/20/2015	Sprint Solutions, Inc.	AP			759.81
152099	2/20/2015	Syntrio Inc.	AP			450.00
152100	2/20/2015	Triangle Rock Products	AP			4,712.69
152101	2/25/2015	PERS - Public Employees	AP			118,548.60
152102	2/25/2015	PERS - Public Employees	AP			101.60
152103	2/25/2015	Westamerica Bank - Cafeteria Plan	AP			248,656.76

Break in check sequence due to the following:
Check #152000 - 152020 (Payroll)

Total Void Check	2
Total Void Check	55.00
Total Valid Check	207
Total Valid Check	2,719,251.68
Total Check Count:	209
Total Check Amount:	2,719,306.68

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
FEBRUARY 18, 2015**

***ACTION MINUTES** – These minutes are prepared to depict action taken for agenda items presented to the City Council. For greater detail of this meeting refer to the electronic media (CD and/or audio) kept as a permanent record.*

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 7:00 PM.

PLEDGE OF ALLEGIANCE: The pledge of allegiance was led by Police Chief Brizzee.

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria, Deborah Lewis, Scott Silveira, Elizabeth Stonegrove; Absent: Mayor Michael Villalta

STAFF MEMBERS PRESENT: City Attorney Vaughn, City Manager Carrigan, City Clerk/Human Resources Director Mallonee, City Treasurer/Accountant I Brazil, Police Chief Brizzee, Fire Chief Marrison, Finance Director Williams, Public Works Director/City Engineer Fachin, Information Technology Director Spalding, Assistant Planner II Elms.

CONSIDERATION OF APPROVAL OF AGENDA: Motion by Silveira, seconded by Lewis to approve the agenda as submitted. The motion carried by the affirmative action of all City Council Members present, Villalta absent.

PUBLIC FORUM. (MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY COUNCIL; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE.) CASSANDRA HELMRICK, Los Banos, stated how happy she is that the new junior high school got passed, spoke regarding the Rotary Crab Fee being held on March 7, 2015 and the VFW Prayer Meeting on February 23, 2015; ERIK LIMON, Allied Waste, Annual Spring Cleanup being held on March 28, 2015; ERNIE ROQUE, Los Banos, announced that on February 21, 2015 there will be a basketball free throw contest for boys and girls sponsored by Knights of Columbus encouraging all to attend; MARK BODLEY, Los Banos, Merced County Mosquito Abatement Member and spoke regarding the annual report that he submitted by letter to the City Council. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Lewis, seconded by Stonegrove to approve the consent agenda as amended: Check Register for #151561 – #151873 in the Amount of \$1,296,525.51; Minutes for the February 4, 2015 City Council Meeting. The motion carried by the affirmative action of all City Council Members present, Villalta absent.

PRESENTATION REGARDING THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT VEHICLE REPLACEMENT PROGRAM. Public Works Director/City Engineer Fachin presented the staff report, which included a PowerPoint presentation.

Informational item only, no action taken.

The City Council took a short recess to go out and inspect the CMAQ vehicles parked out front of City Hall.

PRESENTATION REGARDING THE CITY OF LOS BANOS HOUSING ELEMENT. Assistant Planner II Elms, which included a PowerPoint presentation.

Mark Niskanen & John Anderson, consultants with JB Anderson, spoke in more detail regarding the services they as they go through the process of preparing the City of Los Banos' 2014-2023 Housing Element.

There was Council Member and staff discussion regarding the timeline for completion and submittal, if it is possible for a perfect housing element to be submitted, and what the 2,473 number of homes actually mean.

Informational item only, no action taken.

ADVISEMENT OF PUBLIC NOTICES. (ONE REPORT) Assistant Planner II Elms stated that there will be a public hearing at the February 25, 2015 Planning Commission Meeting to consider a Cottage Food Operation at the residence of 1656 Hemlock Drive for Chris Barreras, APN 431-103-010.

CITY MANAGER REPORT. City Manager Carrigan reported that the homeless count was taken and the numbers are up in some areas and down in others, how the Continuum of Care is doing a really good job of counting the homeless; he spoke regarding how the auditors were here a few weeks ago and the City was given a good audit report and he forgot to thank the Finance Staff (Sonya Williams, Kim Tomas, Rosemarie Souto and Martha Brazil) for the great job they do.

CITY COUNCIL MEMBER REPORTS.

TOM FARIA: Spoke regarding the upcoming VFW meeting, Knights of Columbus free throw contest, and hope all had a wonderful Valentine's Day and Presidents Day.

DEBORAH LEWIS: Spoke regarding how City staff and Council Members are working with Code Enforcement to continue to raise our quality of life in Los Banos and enhancing our downtown area, thanking City Manager Carrigan and city staff for their efforts.

SCOTT SILVEIRA: Spoke regarding the upcoming Spring Clean Up Day being held on March 28, 2015 and how it is a pleasure to work with Erik Limon of Allied Waste and how he has heard nothing but great things about the service he provides on behalf of Allied Waste and the City of Los Banos; how the water situation we are dealing with is getting very interesting, the State Water Resource Board is making decisions that affects lives, farms, families, communities, and encouraged all to get involved and let the elected officials know that we need help with the water situation, noting that Los Banos is a very big agriculture community that relies on water.

ELIZABETH STONEGROVE: Nothing further for this evening.

MAYOR MICHAEL VILLALTA: Absent

ADJOURNMENT. The meeting was adjourned at the hour of 8:08 PM.

APPROVED:

Tom Faria, Mayor Pro Tem

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members
FROM: *Go* Gary Brizzee, Chief of Police
DATE: March 4, 2015
SUBJECT: Street Closure for Junior High Groundbreaking
TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council authorize the street closure for a groundbreaking ceremony.

Discussion:

The Los Banos Unified School District (LBUSD) is requesting a partial road closure of Prairie Springs Road east of Badger Flat Road during a ground breaking ceremony for the new Junior High School on Monday, March 9, 2015 between the hours of 4:00 p.m. to 6:30 p.m.

Fiscal Impact:

Costs will be offset by use of on-duty staff.

Reviewed by:



Steve Carrigan, City Manager

Attachments:

LBUSD request

Gary Brizzee

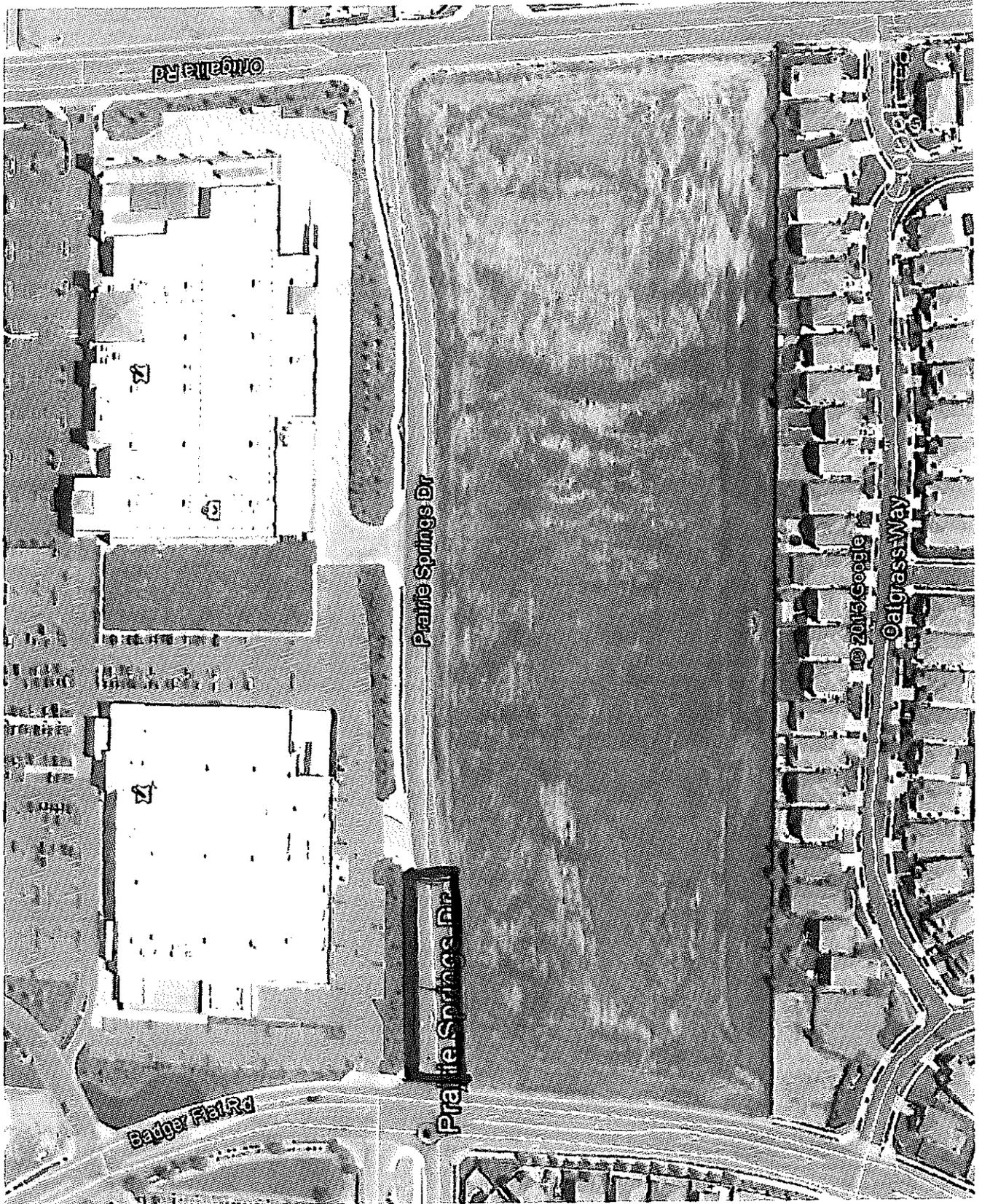
From: Jennifer Matthews
Sent: Tuesday, February 24, 2015 8:27 AM
To: Gary Brizzee
Cc: Steve Carrigan
Subject: Road Closure-JH groundbreaking
Attachments: Street Closure.pdf

Good Morning Gary:

The school district is wanting to close a portion of Prairie Springs Drive on March 9th from 4:00 pm – 6:30 pm for the new Junior High groundbreaking. The map is attached. Can you contact Mary Cotta (826-3801 ext. 1015) and let her know what they need to do. And, let me know if there is anything on our end we need to do.

Thanks for your help.

Jennifer Matthews
Human Resources Technician
City of Los Banos
520 J Street
Los Banos, CA 93635
209-827-7000 ext 127
jennifer.matthews@losbanos.org



Badger Flat Rd

Prairie Springs Dr

Prairie Springs Dr

Badger Flat Rd

© 2013 Google

Galgrass Way



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members
FROM:  Gary Brizzee, Chief of Police
DATE: March 4, 2015
SUBJECT: Street Closure/Parade Request for Merced County Spring Fair
TYPE OF REPORT: Consent Agenda

Recommendation:

Authorize street closure and parade on City streets.

Background:

The Merced County Spring Fair is requesting the following street closures from 8:00 a.m. Monday, April 27, 2015 until midnight, Sunday, May 3, 2015.

They are asking permission to close the following streets surrounding the fairgrounds; 3rd Street from E Street to D Street, D Street from 3rd Street to North Street, North Street from C Street to D Street, F Street from 3rd Street to 5th Street, and 4th Street from G Street to F Street. In addition the Merced County Spring Fair would like permission to use City streets on Saturday, May 2, 2015, for the Annual May Day Parade.

The parade route will begin at 6th Street and K Street, travel north on 6th Street to J Street, east on J Street to 7th Street, north on 7th Street to I Street, west on I Street to 4th Street, north on 4th Street and end at the Merced County Fairgrounds at F Street and 4th Street.

Discussion:

The Merced County Spring Fair is an annual event, providing local activities that benefit our citizens and our community.

Fiscal Impact:

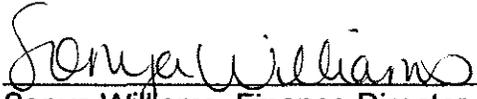
Approximate costs include:

Estimated Police overtime staffing costs for Parade: \$3,000

Estimated Police overtime staffing costs for Fair: \$7,000

Estimated Public Works costs: \$7,100

Reviewed by:



Sonya Williams, Finance Director



Steve Carrigan, City Manager

Attachments:

Spring Fair request



403 "F" STREET ★ LOS BANOS, CA 93635

209-826-5166 ★ FAX 209-826-8737

February 5, 2015

Los Banos City Council
Attn: Gary Brizzee
520 J Street
Los Banos, CA 93635

Dear Gary:

Merced County Spring Fair would like the City Council to consider the following request at their next Council meeting.

Spring Fair would like to request the following streets to be closed from 8:00 a.m. Monday, April 27 to midnight May 3, 2015.

3rd Street, from "E" to "D"
D Street, from 3rd to North Street
North Street, from C to D Street
F Street, from 3rd to 5th Street
4th Street, from G to F Street

In addition, we would like permission to use city streets on Saturday, May 2, 2015 for the annual May Day Parade. The parade route will remain the same as last year.

Spring Fair and the May Day Parade are long standing traditions that are well attended by the community. Your assistance in this matter is greatly appreciated. If you should have any questions regarding this request, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Brandt".

Ron Brandt
Manager



Reminder: The Los Banos May Day Parade starts promptly at 9:00 a.m.

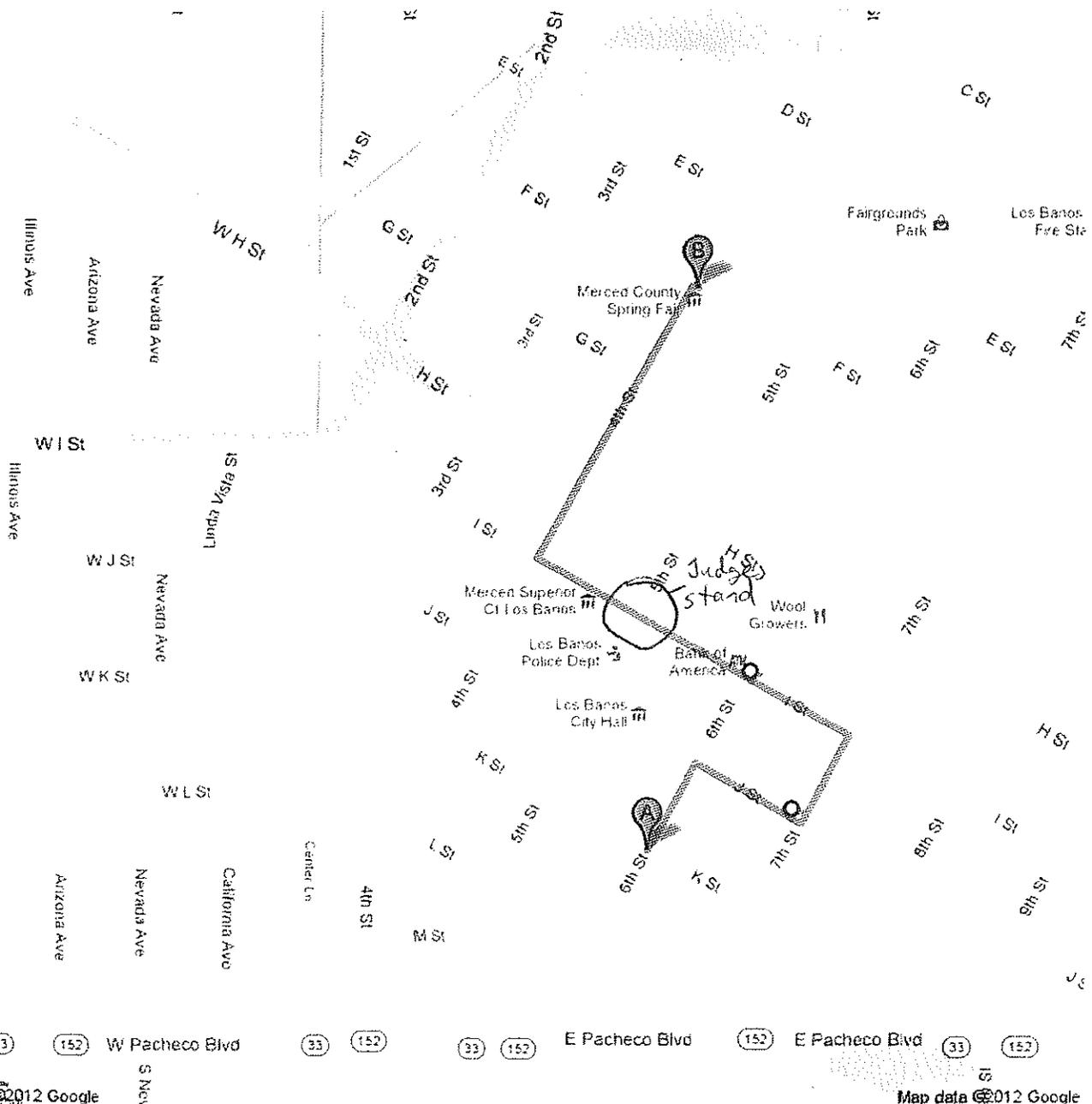
Divisions 1, 2 and 3 please be at your staging area at 8:00 a.m.

Division 4 please be at your staging area at 8:30 a.m.

All entries in Class 27 (Horse Division) will be Pre-judged in the Staging area, beginning at 8:00 a.m.! Late arrivals will be penalized.

Be sure to be at the place assigned to you. Parade Directors will look for you there. For information, ask a Parade Official or any Uniformed Police Officer.

Arrive on time to assure being in the correct position for the Judges and Announcers. The Parade Committee will not be responsible if you are out of place.



Parade Coordinator - Heidi 658-0451



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Rosemarie Souto, Accountant I *RS*
DATE: March 4, 2015
SUBJECT: Authorizing the Release of Unclaimed Checks Pursuant to California Government Code Section 50050 and 50053 to the City of Los Banos
TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council authorize the release of attached unclaimed checks to the City of Los Banos.

Background:

Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served.

Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks, and section 50052 describes the claiming process by a party of interest.

Staff has reviewed all outstanding checks and has determined that the checks on the attached list meets this criteria.

Per section 50050 public notice was posted in The Los Banos Enterprise on January 9 & 16, 2015. In the forty-five (45) Days given for claiming \$1,864.58 in unclaimed checks, no checks were claimed.

Fiscal Impact:

This will increase the Funds upon which the original checks were drawn, in the amount of \$1,864.58.

Reviewed by:

A handwritten signature in black ink, appearing to read "Steve Carrigan", written over a horizontal line.

Steve Carrigan, City Manager

Attachments:

Resolution

List of Unclaimed Checks

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING THE
RELEASE OF UNCLAIMED CHECKS PURSUANT
TO CALIFORNIA GOVERNMENT CODE
SECTION 50050 AND 50053 TO THE CITY OF
LOS BANOS**

WHEREAS, Section 50053 of the California Government Code allows for unclaimed checks held over three (3) years to become the property of the local agency after notice if not claimed or if no verified complaint is filed and served; and

WHEREAS, Section 50050 of the California Government Code outlines the process for the notification process of the unclaimed checks, and section 50052 describes the claiming process by a party of interest; and

WHEREAS, Staff has reviewed all outstanding checks and had determined that the checks on the attached list meets this criteria.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby transfer the unclaimed checks on the attached list in the total amount of \$1,864.58 to the City of Los Banos Funds upon which the original checks were drawn in accordance with Section 50053 of the California Government Code.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 04 day of March 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Unclaimed Checks To Be Released To The City Of Los Banos

<u>Check Date</u>	<u>Check Number</u>	<u>Fund</u>	<u>Amount</u>	<u>Payee</u>
05/11/2010	001497	100	\$ 290.40	Elias Reyes & Steven M. Rowan, DDS
10/08/2010	001655	100	\$ 50.00	Laurie Murphy & Trajan J. Soares, OD
01/21/2011	126866	501	\$ 78.34	Antonio Rojas Ochoa
01/28/2011	126964	501	\$ 40.91	Filomena Perry
02/04/2011	127154	501	\$ 59.09	Filomena Perry
02/04/2011	127170	501	\$ 59.09	Filomena Perry
02/10/2011	127274	501	\$ 17.27	Angela or Christopher Thissen
03/04/2011	127633	201	\$ 286.11	Legends Sports Photography & Trophy
04/01/2011	128145	320	\$ 33.51	Beverly Prior Architects Inc.
04/15/2011	128453	501	\$ 48.18	William Fritz IV
04/22/2011	128614	501	\$ 58.63	Juan Castro
04/29/2011	128729	501	\$ 33.52	Akbar Nourmanesh
06/17/2011	129582	501	\$ 15.30	Johnny Bermio
07/15/2011	130093	501	\$ 30.60	Martin Arreola
07/15/2011	130109	501	\$ 32.09	Virginia Estrada & Oscar Lopez
07/15/2011	130136	501	\$ 25.84	Vicente Meza Leon
07/15/2011	130143	501	\$ 38.94	Artemio Gonzalez Reyes
07/20/2011	130387	501	\$ 59.09	Virginia Pereira
07/20/2011	130396	501	\$ 62.87	Paul Green
08/04/2011	130736	501	\$ 29.08	Nyomi Chavez
08/12/2011	130808	501	\$ 15.30	Tony Aguirre
08/26/2011	131056	501	\$ 49.65	Kevin and Belinda Schmidt
09/30/2011	131686	501	\$ 15.93	Chrisopher Maslin
10/05/2011	131767	501	\$ 46.82	Clifford Naylor
10/05/2011	131769	501	\$ 59.32	Binh Huynh
10/24/2011	131961	501	\$ 18.53	Aldina Real Estate, John Maciel
10/14/2011	131997	501	\$ 34.22	Giau Pham
10/14/2011	131998	501	\$ 32.63	Daniel McGarry
10/28/2011	132134	501	\$ 16.58	Dan Bronson
10/28/2011	132158	100	\$ 55.01	Mason Hurley
10/28/2011	132217	501	\$ 40.57	Anatasio Martinez
10/28/2011	132235	501	\$ 38.40	Nicholas Austin
11/04/2011	132374	501	\$ 28.28	Matthew R & Edith Wagner
12/02/2011	133305	501	\$ 64.48	Martha Garcia



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: Mark Fachin, P.E., Public Works Director/City Engineer

DATE: March 4, 2015

SUBJECT: Award of Bid for the lease of One New 2015/16 Model Aerial Truck

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution to:

1. Award of bid for the lease of One New 2015/16 Model Aerial Truck with a \$1 buyout at end of the lease to Patchetts Ford in the amount of \$78,471.00; and
2. Authorize the Public Works Director/City Engineer to issue a purchase order and enter into a lease agreement with Patchetts Ford for the lease of One New 2015/16 Model Aerial Truck with a \$1 buyout at the end of the lease.

Background:

The Public Works Department identified a truck in the fleet in need of replacement due to age and the continual cost of maintenance to keep the truck operable for Department needs.

Discussion:

Staff was limited to the Hi-Lift Aerial Truck or ladders for performing regular maintenance activities that required elevated access. Present options for elevated work performed by city personnel (i.e. signs, street lights, security lights/cameras, and building maintenance) are the use of a ladder, the Hi-Lift Aerial Truck, renting a lift, or hiring a lift with operator.

The truck being replaced is a Street Services unit. The installation of a medium sized aerial lift on the truck chassis gives the Department increased versatility of its maintenance activities.

Bid documents for the lease of One New 2015/16 Model Aerial Truck were released on Friday January 23, 2015. A public notice was advertised on January 23, 2015 in the Los Banos Enterprise. The bid opening occurred on Tuesday February 17, 2015. The Public Works Department, through the office of City Clerk, received four sealed bids.

The following dealerships responded to the City's invitation:

Patchetts Ford	\$78,471.00
Altec Industries, Inc. (side-mounted)	\$82,402.92
Altec Industries, Inc. (end-mounted)	\$78,025.68
Utility Crane & Equipment	\$74,610.72

After a detailed review of the submitted bid documents, staff determined Patchetts Ford supplied the lowest responsive and responsible bid. Utility Crane & Equipment and Altec Industries did not include the financing amount in their total net price. Therefore, staff is requesting the award to Patchetts Ford for their total net price bid in the amount of \$78,471.00.

Fiscal Impact:

The bid amount of \$78,471.00 with monthly leasing payments of \$1,307.85 for 5 years will be drawn from account #100-431-210-208 beginning in fiscal year 2015/2016. Lease payments will commence 30 days from acceptance of the truck, approximately October 2015. Subsequent fiscal budgets will include the monthly lease cost of \$1,307.85 during the repayment term.

Reviewed by:


Steve Carrigan, City Manager


Sonya Williams, Finance Director

Attachments:

Resolution
Public Notice
Bid Opening Sheet

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS
AWARDING THE BID FOR THE LEASE OF ONE NEW 2015/16 MODEL
AERIAL TRUCK AND AUTHORIZING THE PUBLIC WORKS DIRECTOR/
CITY ENGINEER TO ENTER INTO THE LEASE**

WHEREAS, the City of Los Banos has a need to replace aged fleet vehicles and provide a replacement program to retire these vehicles; and

WHEREAS, the City of Los Banos has a need for a medium sized aerial lift to provide versatility of the department maintenance activities; and

WHEREAS, the City of Los Banos received sealed bids for the lease of One New 2015/16 Model Aerial Truck that were officially opened on Tuesday 17, 2015; and

WHEREAS, it was determined that Patchetts Ford provided the lowest responsive and responsible bid of \$78,471.00;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the bid of \$78,471.00 from Patchetts Ford for the five year lease with a \$1 buyout at the end of the lease for the One New 2015/16 Model Aerial Truck and authorizes the Public Works Director/ City Engineer to enter into the lease agreement;

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 4th day of March 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

INVITATION FOR SEALED BIDS

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT
411 Madison Avenue
Los Banos, CA 93635
(209) 827-7056

NOTICE IS HEREBY GIVEN that the LOS BANOS PUBLIC WORKS DEPARTMENT invites and will receive sealed bids up to the hour of 2:00 P.M. Pacific Standard Time (PST) on **Tuesday, February 17, 2015** for the lease of One (1) 2015/16 Model Aerial Truck with a \$1 buyout at the end of the lease period. At said time, said sealed Bid Proposals will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall
520 "J" Street
Los Banos, California 93635**

Questions regarding the Bid Documents are to be directed to Dan Bronson, Public Works Fleet Coordinator, by writing or email at dan.bronson@losbanos.org.

Bid Proposals shall be submitted only on forms provided in the Bid Documents. Bid Proposals shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 P.M. PST on **Tuesday, February 17, 2015**. No late bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone Bid Proposal submittals or modifications will be considered. Bid Proposals received after the Bid Proposal submittal deadline will be rejected and returned to the bidder unopened.

The Bid Documents can be obtained from the City of Los Banos website at www.losbanos.org.

The City of Los Banos reserves the right to reject any and/or all Bid Proposals received.



City of
Los Banos
At the Crossroads of California

BID OPENING

LEASE OF
ONE (1) 2015/16 MODEL AERIAL TRUCK
TUESDAY, FEBRUARY 17, 2015 @ 2:00 PM

1. Patchetts Ford	\$78,471.00
2. Altec Industries, Inc. (side-mounted)	\$82,402.92
3. Altec Industries, Inc. (end-mounted)	\$78,025.68
4. Utility Crane & Equipment	\$74,610.72

Signed: Jana R. Sousa Dated: February 17, 2015
Jana R. Sousa, MMC
Assistant City Clerk/Human Resources Technician

Signed: Greg Pimentel
Greg Pimentel, Assistant Public Works Director



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

FROM: Mark Fachin, P.E., Public Works Director/City Engineer

DATE: March 4, 2015

SUBJECT: First Amendment to Lease Agreement between the City of Los Banos and Marlene Pennington for the Ranchwood Park Facility located at 515 Stonewood Drive for the purpose of providing Pre-School and Child Care Services

TYPE OF REPORT: Consent

Recommendation:

That the City Council adopt the Resolution authorizing the Mayor to execute a First Amendment to Lease Agreement with Marlene Pennington for the Ranchwood Park Facility located at 515 Stonewood Drive for the purpose of providing pre-school and child care services.

Background:

Marlene Pennington, of Pennington's Little Friends, contacted the City of Los Banos Public Works Department, inquiring on entering into a First Amendment to the current Lease Agreement for the continual rental of the Ranchwood Park Facility for her child care business. The current five year Lease Agreement ends on March 31, 2015, and she would like the lease to be extended for an additional five years. Ms. Pennington has been in business providing child care for over 33 years in Los Banos.

Discussion:

A First Amendment to Lease Agreement between the City of Los Banos and Marlene Pennington for the leasing of the Ranchwood Park Facility located at 515 Stonewood Drive for the purpose of providing pre-school and child care services has been prepared by the City Attorney of the City of Los Banos for the Council's review and adoption, if so

deemed. The following are the main points of the First Amendment to Lease Agreement:

- 1) The term of the First Amendment to Lease Agreement will be five years, commencing on April 1, 2015.
- 2) The lease rent will be \$1,735.00 per month for the first year, to be increased by 2% per year, per the agreement.
- 3) All terms and conditions of the original Lease Agreement remain in full force and effect except as expressly amended by the First Amendment to Lease Agreement.
- 4) All required licenses, permits, or other governmental authorization are to be provided and maintained by the Lessee for the intended purpose, as stated in the Lease Agreement.
- 5) The Lessee shall, at its own cost and expense, procure and maintain public liability insurance and premise damage insurance, as stated in the Lease Agreement.

The estimated yearly revenue that the Ranchwood Park Facility could generate, as based on the last twelve month period the facility was rented, is:

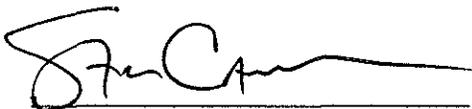
a) Building Rental	\$5,360.00
b) Contracted Class	<u>\$2,286.50</u>
Total Yearly Revenue	\$7,646.50

The first year revenue for this facility that will be generated by this First Amendment to Lease Agreement is \$20,820.00.

Fiscal Impact:

\$108,288.00 will be received into the General Fund as a result of this five year First Amendment to Lease Agreement.

Reviewed by:



Steve Carrigan, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
First Amendment to Lease Agreement
Lease Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING ENTERING
INTO A FIRST AMENDMENT TO LEASE
AGREEMENT BETWEEN THE CITY OF LOS
BANOS AND MARLENE PENNINGTON FOR
RENTAL OF THE RANCHWOOD PARK FACILITY**

WHEREAS, Marlene Pennington has requested the City of Los Banos enter into a First Amendment To Lease Agreement for rental of the Ranchwood Park Facility for child care use; and

WHEREAS, the term of the First Amendment To Lease Agreement is five years, commencing on April 1, 2015 and ending on March 31, 2020; and

WHEREAS, commencing on April 1, 2015, Marlene Pennington agrees to pay \$1,735.00 per month during the first year of First Amendment To Lease Agreement, and to a 2% increase each subsequent year, as described in the terms of First Amendment To Lease Agreement; and

WHEREAS, said First Amendment To Lease Agreement, as presented, has been prepared by the City Attorney of the City of Los Banos; and

WHEREAS, all the terms and conditions of the Lease Agreement remain in full effect except as expressly amended by the First Amendment To Lease Agreement; and

WHEREAS, the City Council of the City of Los Banos designates the Mayor to sign and execute the First Amendment To Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve the First Amendment To Lease Agreement between the City of Los Banos and Marlene Pennington, and the designation of the Mayor to sign and execute the First Amendment To Lease Agreement as presented.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 4th day of March 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

**Lucille Mallonee, City Clerk
City of Los Banos
520 J Street
Los Banos, CA 93635**

Exempt from Recording Fees
Pursuant to Gov't Cd 6103

APN: a portion of 082-343-044

Space above this line for Recorder's use.

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF LOS BANOS AS LESSOR AND MARLENE PENNINGTON
AS LESSEE**

[Ranchwood Park Facility]

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered into on March __, 2015 by and between the CITY OF LOS BANOS, a California municipal corporation, (referred to in this lease as "Lessor") and MARLENE PENNINGTON, an individual (referred to in this lease as "Lessee").

RECITALS

WHEREAS, the parties entered into a lease agreement, dated for reference purposes as of March 17, 2010 (the "Lease") in which Lessor leased to Lessee the real property (indoor and outdoor space) located at 515 Stonewood Drive in the City of Los Banos, County of Merced, State of California, more particularly described in Exhibit A ("the Premises"); and

WHEREAS, the term of the Lease was for a period of five years to expire on March 31, 2015; and

WHEREAS, the parties wish to amend the Lease as herein set forth.

NOW THEREFORE, for good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Term. The term of the Lease shall be extended an additional five years commencing on April 1, 2015 and ending on March 31, 2020 ("Extended Term"), unless terminated earlier pursuant to the provisions of the Lease.

IN WITNESS THEREOF, this First Amendment to Lease was executed by the parties thereto on the date set forth above.

LESSOR:
CITY OF LOS BANOS, a municipal corporation

By: _____
Michael Villalta, Mayor

ATTEST:

Lucille Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

LESSEE:

Marlene Pennington

[SIGNATURES MUST BE NOTARIZED]

EXHIBIT A
PROPERTY DESCRIPTION

The real property and improvements commonly known as the Ranchwood Park Facility located at 515 Stonewood Drive, in the City of Los Banos, County of Merced, California, (“the Premises”) consisting of approximately 2500 sq.ft.+/- of indoor space and approximately 5580 sq.ft.+/- of outdoor space (consisting of a fenced in turf area, and a playground area with playground equipment.).

a portion of APN 082-343-044

**LEASE AGREEMENT BETWEEN
THE CITY OF LOS BANOS AS LESSOR AND MARLENE PENNINGTON AS
LESSEE
[Ranchwood Park Facility]**

Preamble

THIS LEASE is entered into on March 17, 2010 by and between the CITY OF LOS BANOS, a California municipal corporation, (referred to in this lease as "Lessor") and the MARLENE PENNINGTON, an individual (referred to in this lease as "Lessee").

Lessor for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, the following: the real property and improvements commonly known as the Ranchwood Park Facility located at 515 Stonewood Drive, in the City of Los Banos, County of Merced, California, ("the Premises") consisting of approximately 2500 sq.ft.+/- of indoor space and approximately 5580 sq.ft.+/- of outdoor space (consisting of a fenced in turf area, and a playground area with playground equipment.).

ARTICLE 1. TERM OF LEASE

Section 1.01. Term. The term of this lease is five years and shall commence on April 1, 2010, ("Commencement Date"), and end on March 31, 2015 ("Term"), unless terminated earlier pursuant to the provisions of this lease.

Section 1.02. Holding Over. In the event Lessee holds over and continues in possession of the Premises after expiration of the Original Term, Lessee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this lease.

Section 1.03. Early Termination Option. Each party shall have the right to prematurely terminate this Lease (the "Termination Option") at the expiration of any of the first four years of the term of this Lease, subject to the following terms and conditions:

(a) The party exercising the early termination option must give the other party no less than one hundred twenty days advance written notice prior to the expiration of any of the first four years (twelve month periods) of the term of this Lease, of that party's election to exercise this Termination Option ("Lessee's Termination Notice"), time being of the essence; and

(b) If either party properly exercises this Termination Option, the Lease shall expire without further notice on the last day of the yearly term (twelve month period) in which the notice was exercised ("Early Termination Date") and neither party shall thereafter have any further rights or obligations accruing after said Early Termination Date, except those which by the provisions of this Lease expressly survive the expiration of the Lease Term. Rent shall thereafter be payable as scheduled through the Early Termination Date.

ARTICLE 2. RENT

Section 2.01. Rent. Lessee agrees to pay to Lessor during the term of this lease rent as follows:

- (1) \$1,400.00 per month on the first day of each and every month, commencing on the first day of April, 2010, during the first year of the term of this lease.
- (2) \$1,470.00 per month on the first day of each and every month, commencing on the first day of April, 2011, during the second year of the term of this lease.
- (3) \$1,543.00 per month on the first day of each and every month, commencing on the first day of April, 2012, during the third year of the term of this lease.
- (4) \$1,620.00 per month on the first day of each and every month, commencing on the first day of April, 2013, during the fourth year of the term of this lease.
- (5) \$1,701.00 per month on the first day of each and every month, commencing on the first day of April, 2014, during the fifth year of the term of this lease.

In the event rent is not paid within 5 days after due date, Lessee agrees to pay a late charge of \$100.00, plus interest at the rate of 10% per annum on the delinquent amount. Lessee further agrees to pay \$50.00 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

Section 2.02. Security Deposit. Lessee shall also pay to Lessor a "Security Deposit" in the amount of \$1,400.00. The security deposit will be held by Lessor without interest as security for the full and faithful performance by Lessee of its obligation hereunder, and may be co-mingled with other monies of Lessor. In the event of default by Lessee, Lessor may use all or any part of the security deposit for the payment of any unpaid rent or for any other monies owed by Lessee to Lessor. Upon the termination of this Lease, any portion of the security deposit not so used or applied shall be returned to Lessee, provided Lessee faithfully performs its obligations hereunder, by mail within a reasonable time after the termination of this Lease. The security deposit shall not be applied by the Lessee toward the last month's rent.

ARTICLE 3. USE OF PREMISES

Section 3.01. Permitted Use. During the term of this lease, Lessee shall use the Premises solely for the purpose of providing pre school and child care services and uses ancillary thereto and for no other purpose without the prior written consent of Lessor which shall not be unreasonably withheld.

Section 3.02. Approvals and Licensing. If any license, permit, or other governmental authorization is required for the services and/or activities provided by Lessee in connection with the use or occupancy of the Premises or any portion of the Premises, Lessee shall procure and maintain said approvals and licenses throughout the term of this lease. Failure to procure and maintain said approvals and licenses throughout the term of this lease shall be deemed a material breach of the lease.

Lessee shall notify Lessor immediately upon suspension or revocation of any license, permit, or other governmental authorization.

Section 3.03. Compliance With Laws. Lessee shall, at Lessee's own cost and expense, comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal relating to any use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The violation of any such statute, ordinance, regulation, or requirement shall constitute grounds for termination of this lease by Lessor.

Section 3.04. Prohibited Uses. Lessee shall not use or permit the Premises or any portion of the Premises to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part of the Premises.

ARTICLE 4. UTILITIES

Section 4.01. Utilities. Lessee shall pay or cause to be paid, and hold Lessor and Lessor's property including the Premises free and harmless from all charges for the furnishing of gas, water, electricity, telephone service, and other public utilities to the Premises during the lease's term, including the removal of garbage and rubbish from the Premises during the term of this lease.

ARTICLE 5. MAINTENANCE ALTERATIONS AND REPAIRS

Section 5.01. Condition of Premises. Lessee accepts the Premises, as well as the Improvements located on the Premises, in their present condition and stipulates with Lessor that the Premises and Improvements are in good, clean, safe, and tenantable condition as of the date of this lease. Lessee further agrees with and represents to Lessor that the Premises have been inspected by Lessee, that it has received assurances acceptable to Lessee by means independent of Lessor or any agent of Lessor of the truth of all facts material to this lease, and that the Premises are being leased by Lessee as a result of its own inspection and investigation and not as a result of any representations made by Lessor or any agent of Lessor except those expressly set forth in this lease.

Section 5.02. Maintenance by Lessor. (a) Lessor shall, at its own cost and expense, maintain in good condition and repair the structural elements of the Building and the electrical, plumbing, heating, ventilation, and air conditioning systems. For purposes of this section, "structural elements" shall mean the exterior roof, exterior walls, structural supports, and foundation of the Building. Lessor shall not be liable for any damages to Lessee or the premises of Lessee resulting from Lessor's failure to make any repairs required by this section unless written notice of the need for those repairs has been given to Lessor by Lessee and Lessor has failed for a period of 30 days after receipt of the notice, unless prevented by causes not the fault of the Lessor, to make the needed repairs. Notwithstanding anything in this section to the contrary, Lessee shall promptly reimburse Lessor for the full cost of any repairs made pursuant to this section required because of the negligence or other fault, other than

normal and proper use, of Lessee or its employees or agents. Lessor shall be responsible for maintaining the landscaping, parking lot, and all common areas.

Section 5.03. Maintenance by Lessee. Lessee shall be responsible for monitoring and maintaining the cleanliness of all indoor and outdoor space used by Lessee. Lessee shall at its own cost and expense keep and maintain all portions of the Premises and all Improvements located on the Premises in good order and repair and in as safe and clean a condition as they were when received by Lessee from Lessor, reasonable wear and tear excepted. Lessee's obligation to repair shall specifically include necessary repairs to the interior walls, floor coverings, ceilings, painting and maintenance of interior walls, the interior and exterior portions of all doors, plate glass, for the Premises.

Section 5.04. Alterations and Liens. Lessee shall not make or permit any other person to make any alterations to the Premises or to any Improvements on the Premises without the prior written consent of Lessor. Lessor shall not unreasonably withhold this consent. Lessee shall keep the premises free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted on the Premises at the instance or request of Lessee. Furthermore, any and all alterations, additions, improvements, and fixtures, except furniture and trade fixtures, made or placed in or on the Premises by Lessee or any other person shall on expiration or earlier termination of this lease, become the premises of Lessor and remain on the Premises. Lessor shall have the option, however, on expiration or termination of this lease, of requiring Lessee, at Lessee's sole cost and expense, to remove any or all such alterations, additions, improvements, or fixtures from the Premises.

Section 5.05. Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether Lessee is complying with the terms of this lease, for the purpose of doing other lawful acts that may be necessary to protect Lessor's interest in the Premises, or for the purpose of performing Lessor's duties under this lease.

Section 5.06. Surrender of Premises. On expiration or earlier termination of this lease, Lessee shall promptly surrender and deliver the Premises to Lessor in as good condition as they are now at the date of this lease, excluding reasonable wear and tear, and repairs required to be made by Lessor under this lease.

ARTICLE 6. INDEMNITY AND INSURANCE

Section 6.01. Indemnification. Lessee shall defend, indemnify, and hold harmless Lessor, its principals, officers, employees, agents, and volunteers from and against any claims, losses, injuries, suits, or judgments and from any and all liability for any and all claims, losses, injuries, suits, or judgments filed or brought by any and all persons (including, without limitation, attorney's fees, disbursements and court costs) because of, arising, from or resulting from, or in connection with the conduct by Lessee of any program, activity or service in, on, or about the premises, or because of or arising from any negligent and or willful act or omission, its principals, officers, agents, employees, volunteers or subcontractors, or in any way connected with the Premises or with any improvements or personal property on the Premises, or some condition of the Premises or some building or improvement on the Premises. The obligation of Lessee imposed by this paragraph shall not apply to any claims, losses, injuries, suits, actions, or judgments, or any liability for any claim, loss, injury, suit,

action or judgment solely attributable to one or more negligent acts or omissions, or to willful or intentional misconduct of Lessor, its principals, officers, agents, employees, volunteers or subcontractors.

Section 6.02. Public Liability and Premises Damage Insurance. Lessee shall, at its own cost and expense, procure and maintain during the entire term of this lease public liability insurance and premises damage insurance insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of the Premises under this lease in amounts not less than:

(a) \$1,000,000 for injury to or death of one or more persons as a result of any one accident or incident; and

(b) \$1,000,000 for damage to or destruction of any property of others.

The insurance required under this section shall be issued by a responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to Lessor. Lessee shall within 10 days of the date of this lease, deposit with Lessor a certificate showing that insurance to be in full force and effect.

Section 6.03. Cancellation Requirements. Each of the insurance policies shall be in a form reasonably satisfactory to Lessor and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give Lessor at least 30 days' prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to Lessor.

ARTICLE 7. DEFAULT, ASSIGNMENT, AND TERMINATION

Section 7.01. Restriction Against Subletting or Assignment. Lessee shall not encumber, assign, or otherwise transfer this lease, any right or interest in this lease, or any right or interest in the Premises or any of the Improvements that may now or hereafter be constructed or installed on the Premises without first obtaining the express written consent of Lessor. Lessee shall not sublet the Premises or any part of the Premises or allow any other person, other than Lessee's agents, servants, and employees, to occupy the Premises or any part of the Premises without the prior written consent of Lessor. A consent by Lessor to one assignment, one subletting, or one occupation of the Premises by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation of the Premises by another person. Any encumbrance, assignment, transfer, or subletting without the prior written consent of Lessor, whether 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 Premises or parts of the Premises shall not be unreasonably withheld.

Section 7.02. Default Defined. The occurrence of any of the following shall constitute a material default and breach of this lease by Lessee:

(a) Any failure by Lessee to pay the rent or to make any other payment required to be made by Lessee under this lease (when that failure continues for 3 days after written notice of the failure is given by Lessor to Lessee).

(b) The abandonment or vacation of the Premises by Lessee (the absence of Lessee from or the failure by Lessee to conduct business on the Premises for a period in excess of 14 consecutive days shall constitute an abandonment or vacation for purposes of this lease).

(c) A failure by Lessee to observe and perform any other provision of this lease to be observed or performed by Lessee, when that failure continues for 30 days after written notice of Lessee's failure is given by Lessor to Lessee; provided, however, that if the nature of that default is such that it cannot reasonably be cured within 30-day period, Lessee shall not be deemed to be in default if Lessee commences that cure within the 30-day period and thereafter diligently prosecutes it to completion.

(d) The making by Lessee of any general assignment for the benefit of creditors; the filing by or against Lessee of a petition to have Lessee adjudged a bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee, it is dismissed within 60 days); the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this lease, when possession is not restored to Lessee within 30 days; or the attachment, execution, or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this lease, when that seizure is not discharged within 30 days.

Section 7.03. Termination of Lease and Recovery of Damages. In the event of any default by Lessee under this lease, in addition to any other remedies available to Lessor at law or in equity, Lessor shall have the right to terminate this lease and all rights of Lessee hereunder by giving written notice of the termination. No act of Lessor shall be construed as terminating this lease except written notice given by Lessor to Lessee advising Lessee that Lessor elects to terminate the lease. In the event Lessor elects to terminate this lease, Lessor may recover from Lessee:

(a) The worth at the time of award of any unpaid rent that had been earned at the time of termination of the lease;

(b) The worth at the time of award of the amount by which the unpaid rent that would have been earned after termination of the lease until the time of award exceeds the amount of rental loss that Lessee proves could have been reasonably avoided;

(c) The worth at the time of award of the amount by which the unpaid rent for the balance of the term of this lease after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; and

(d) Any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations under this lease.

Section 7.04. Lessor's Right to Continue Lease in Effect.

(a) If Lessee breaches this lease and abandons the Premises before the natural expiration of the term of this lease, Lessor may continue this lease in effect by not terminating Lessee's right to possession of the Premises, in which event Lessor shall be entitled to enforce all its rights and remedies under this lease, including the right to recover the rent specified in this lease as it becomes due under this lease. For as long as Lessor does not terminate this lease, Lessee shall have the right to assign or sublease the Premises with the Lessor's prior written consent. Lessor shall not unreasonably withhold consent.

(b) No act of Lessor, including but not limited to Lessor's entry on the Premises, efforts to relet the Premises, or maintenance of the Premises, shall be construed as an election to terminate this lease unless a written notice of that intention is given to Lessee or unless the termination of this lease is decreed by a court of competent jurisdiction.

Section 7.05. Lessor's Right to Relet. In the event Lessee breaches this lease, Lessor may enter on and relet the Premises or any part of the Premises to a third party or third parties for any term, at any rental, and on any other terms and conditions that Lessor in its sole discretion may deem advisable, and shall have the right to make alterations and repairs to the Premises. Lessee shall be liable for all of Lessor's costs in reletting, including but not limited to remodeling costs necessitated by any modifications made by Lessee and required for the reletting. In the event Lessor relets the premises, Lessee shall pay all rent due under and at the times specified in this lease, less any amount or amounts actually received by Lessor from the reletting.

Section 7.06. Lessor's Right to Cure Lessee Defaults. If Lessee breaches or fails to perform any of the covenants or provisions of this lease, Lessor may, but shall not be required to, cure Lessee's breach. Any sum expended by Lessor, with the then maximum legal rate of interest, shall be reimbursed by Lessee to Lessor with the next due rent payment under this lease.

Section 7.07. Cumulative Remedies. The remedies granted to Lessor in this Article shall not be exclusive but shall be cumulative and in addition to all remedies now or hereafter allowed by law or provided in this lease.

Section 7.08. Waiver of Breach. The waiver by Lessor of any breach by Lessee of any of the provisions of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee either of the same or another provision of this lease.

ARTICLE 8. MISCELLANEOUS

Section 8.01. Discrimination Prohibited. Neither Lessee nor any officer, employee, or agent of Lessee shall discriminate in the employment of persons providing services on the premises in any facility the use of which is authorized by this Agreement on account of race, color, national origin, ancestry, religion, sex, physical handicap, or medical condition, in violation of any federal or state law.

Section 8.02 Force Majeure--Unavoidable Delays. If the performance of any act required by this lease to be performed by either Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to

perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused.

Section 8.03. Attorneys' Fees. If any litigation is commenced between the parties to this lease concerning the Premises, this lease, or the rights and duties of either in relation to the Premises or to this lease, the party prevailing in that litigation shall be entitled to, in addition to any other relief that may be granted in the litigation, a reasonable sum as and for its attorneys' fees in that litigation that are determined by the court in that litigation or in a separate action brought for that purpose.

Section 8.04. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor
City of Los Banos
520 J Street
Los Banos, CA 93635

Lessee
Marlene Pennington
3572 San Francisco Court
Merced, CA 95348

Either party, Lessor or Lessee, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Section 8.05. Binding on Successors. This lease shall be binding on and shall inure to the benefit of the successors and assigns of Lessor and Lessee, but nothing in this section shall be construed as a consent by Lessor to any assignment of this lease or any interest therein by Lessee except as provided this lease.

Section 8.06. Partial Invalidity. If any provision of this lease is held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this lease shall remain in full force and effect unimpaired by the holding.

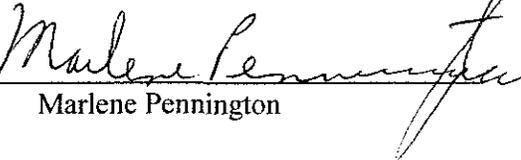
Section 8.07. Sole and Only Agreement. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee, or the lease term created under this lease, and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. Any agreements or representations respecting the Premises or their leasing by Lessor to Lessee not expressly set forth in this instrument are null and void.

Section 8.08. Time of Essence. Time is expressly declared to be of the essence in this lease.

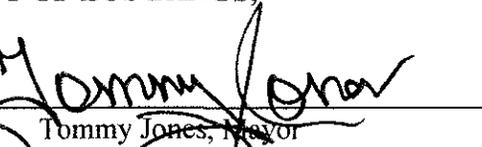
Section 8.09. No Partnership or Joint Venture. Nothing in this lease shall be construed to render Lessor in any way or for any purpose a partner, joint venturer, or associate in any relationship with Lessee other than that of Lessor and Lessee, nor shall this lease be construed to authorize either to act as agent for the other.

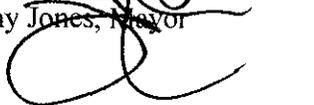
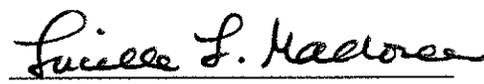
IN WITNESS THEREOF, this Agreement was executed by the parties thereto on the date set forth above.

LESSEE:

By: 
Marlene Pennington

LESSOR:
CITY OF LOS BANOS,

By: 
Tommy Jones, Mayor

ATTEST: 

Lucille Mallonee, City Clerk

APPROVED AS TO FORM:


William A. Vaughn
City Attorney



City of
Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members
FROM: Stacy Souza Elms, Assistant Planner II 
DATE: March 4, 2015
SUBJECT: Annual Review of Development Agreements
Section 65865.1 of the California Government Code
TYPE OF REPORT: Public Hearing

Recommendation:

Staff recommends that the City Council:

- Receive presentation of the staff report;
- Open the public hearing and receive public testimony;
- Consider testimony presented at the public hearing and the information in the staff report;
- Consider Resolution No. _____ approving the annual review of Development Agreements and finding good faith compliance with the terms and conditions of said development agreements

Background:

A Development Agreement is a legally binding contract between the City and a project developer that delineates the terms and conditions of a proposed development project. A Development Agreement allows a project developer to secure vested rights, and it allows the City to secure certain benefits. Development Agreements are enabled by California Government Code Section 6584-65869.5.

Development Agreements are commonly used for land use developments which are implemented in phases over a long period of time. Development Agreements provide assurances to both the applicant and the City that the terms of the agreement will be in force until the completion of the project, and they are legally binding on each party.

Section 65865.1 of the California Government Code Section and the terms of the Development Agreements require the City to periodically review development agreements to determine if the applicant has complied with the terms of the agreement. This review should be conducted at least once every 12 months. The Developer is required to demonstrate good faith compliance with the terms of the agreement, and should the Community and Economic Development Director find that the applicant has not complied in good faith with the terms of the agreement; the Community and Economic Development Director shall refer the matter to the City Council for appropriate action.

Section 65865.1 of the California Government Code provides as follows:

65865.1. Procedures established pursuant to Section 65865 shall include provisions requiring periodic review at least every 12 months, at which time the applicant, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of the agreement. If, as a result of such periodic review, the local agency finds and determines, on the basis of substantial evidence, that the applicant or successor in interest thereto has not complied in good faith with terms or conditions of the agreement, the local agency may terminate or modify the agreement.

Each Development Agreement in which the City is a party provides as follows:

Annual Review. City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with the terms of this Agreement. Such periodic review by the Director, unless referred to the Planning Commission or City Council shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code §65865.1. Each said review shall be completed within sixty (60) days of the first meeting of the Planning Commission and the City Council, respectively, at which such review is undertaken, unless said period is extended by mutual consent of City and Developer. Failure to complete said review within the prescribed period shall be deemed a finding of

good faith substantial compliance. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. City may charge, and Developer shall pay a fee for such annual review to defray the cost of City to process and conduct such annual review.

City shall deposit in the mail or fax to Developer and/or Landowner a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least seven (7) calendar days prior to such periodic review. The Developer or Landowner shall be entitled to appeal a determination of the Director to the Commission and then to the Council. Any appeal must be filed within ten (10) days of the decision to the Director, or the Commission, as the case may be. Developer or Landowner shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement before the Commission, Council, and/or Director, as the case may be.

Discussion:

Staff has reviewed the progress of each development under Development Agreement for good faith compliance. In doing so staff has taken into account the great recession and bursting of the housing bubble in mid-2007, which essentially brought residential development to a standstill. The City has 19 existing Development Agreements and their current status are summarized below:

1. Stonecreek Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on May 5, 2004 between the City of Los Banos and Anderson Homes, a California Corporation. The project consisted of guiding development for approximately 493.3 acres in the southwestern part of the City. The project included the annexation of 401.1 acres into the City of Los Banos.

Currently there are five (5) approved Tentative Tract Maps associated with this Pre-Annexation Development Agreement which equate to approximately 344.43 acres:

- Villages at Stonecreek I
- Villages at Stonecreek II
- Villages at Stonecreek IIA & III
- Villages at Stonecreek IV
- Quail Meadows at Stonecreek V

Expires: May 5, 2019

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

2. Village Green

The Development Agreement was approved by the Los Banos City Council on February 2, 2005 between the City of Los Banos and Orchard Terrace LLC, a Limited Liability Company. The project description consisted of subdividing 14.7 acres into 45 single-family residential lots including a 0.38 acre neighborhood park and a linear park feature surrounding the subdivision encompassing 1.7 acres.

A Tentative Tract Map has been approved for all 45 lots and the Final Map has been recorded and improvements have been accepted by the City. No building permits have been issued.

Expires: March 4, 2015

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

3. The Provinces

The Development Agreement was approved by the Los Banos City Council on May 5, 2005 between the City of Los Banos and Meadowlands Estates LLC. The project description was for the subdivision of approximately 109.51 acres, into 261 single-family residential lots, 123 senior courtyard lots, a townhouse lot for 116 multi-family units, two public park lots, a public park/basin lot, and two common senior development lots.

A Tentative Tract Map was approved for the project area; however, a Final Map has not yet been recorded

Expires: May 5, 2015; the Tentative Map will expire May 5, 2016.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

4. Spadafore-Gianonne Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on December 13, 2005 between the City of Los Banos and B&G Holdings Ltd. The project consisted of an annexation and pre-zoning of 37.6 for the potential development of 151 single-family residential lots and 48 medium density units with 4.75 acres allocated for three parks and a basin.

A Tentative Tract Map was approved for the project area; however, the Final Map has not yet been recorded. As the Development Agreement was never signed or recorded the Tentative Map will expire October 24, 2015 (AB 116). Upon expiration, the Developer will need to re-apply for entitlements.

Expires: December 13, 2020

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

5. Villages at Stonecreek IIA & III

The Development Agreement was approved by the Los Banos City Council on June 15, 2005 between the City of Los Banos and Larry W. Anderson, Georgeann M. Anderson, and Anderson Homes, a California Corporation. The was for the subdivision of approximately 79.7 acres, into 287 single-family residential lots, one church, and two park lots.

A Tentative Tract Map was approved for the whole project area. The Villages IIA portion of the project area has been recorded which consists of 56 developed and occupied lots and 99 undeveloped lots for a total of 155 lots. The remaining unrecorded portion of the project area is Villages III which consists of 132 undeveloped lots. The current property owner has asked for an extension of the development agreement, and staff is currently working on that request.

Expires: July 15, 2015; requested extension of five (5) years.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

6. Villages at Stonecreek IV

The Development Agreement was approved by the Los Banos City Council on June 15, 2005 between the City of Los Banos and Larry W. Anderson, Georgeann M. Anderson, and Anderson Homes, a California Corporation. The project consists of the subdivision of approximately 125.76 acres, into 309 single-family residential lots, one school lot, and four park lots.

A Tentative Tract Map was approved for the whole project area and only a portion of it has been recorded. There are currently 16 developed lots and 77 undeveloped lots for a total of 93 recorded lots. The remaining portion of the project area has not been recorded and consists of 216 undeveloped lots.

Expires: July 15, 2015; the Tentative Map will expire July 15, 2016.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

7. The Villas

The Development Agreement was approved by the Los Banos City Council on January 18, 2006 between the City of Los Banos and Ranchwood Homes Corp. a California Corporation. The project was for the subdivision of approximately 39 acres into single-family residential lots, senior courtyards, a lot for multi-family units, public park lots, a public park/basin lot, and common senior development lots.

A Tentative Tract Map was approved for the project area; however, a Final Map has not yet been recorded

Expires: April 3, 2016; the Tentative Map will expire April 3, 2017.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

8. Mission Village North

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Mission Village, LLC, a limited liability company. The project was for the development of 48.5 acres into 211 single-family residential lots.

A Tentative Tract Map was approved and a Final Map was recorded for the entire project area. The project area currently consists of 113 developed lots and 98 undeveloped lots.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

9. Mission Village South

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Mission Village, LLC, a limited liability company and Anderson Homes, Inc., a California Corporation.

The project was for the development of 79.9 acres into 179 single-family residential lots.

A Tentative Tract Map was approved for the Anderson Homes portion of the project area and consists of 26 developed lots and 69 undeveloped lots for a total of 95 recorded lots. The remaining portion of the project area has not been recorded with a Final Map and consists of 84 undeveloped lots.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

10. Northgate at Regency Park

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Northgate at Regency 1 and 2, LLC, a limited liability company. The project is for the development of 90 acres into 350 single-family residential lots.

A Tentative Tract Map was approved and a Final Map was recorded for the entire project area. The project area currently consists of 204 developed lots and 146 undeveloped lots. Recently 9 permits have been issued for this subdivision; however, none have been finalized for occupancy.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

11. Northgate at Regency Park II

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Northgate at Regency Park II, LLC, a limited liability company. The project is for the development of 51.98 acres into 216 single-family residential lots.

All permits have been issued for the Northgate at Regency Park II subdivision and all subdivision improvements have been accepted by the City. The project is complete and built-out.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

12. Quail Meadows at Stonecreek

The Development Agreement was approved by the Los Banos City Council on October 17, 2007 between the city of Los Banos and Larry Anderson and Anderson Homes, Inc., a California corporation. The project is for the subdivision of five parcels totaling 76.43 acres into 53 single-family homes, a professional office complex, a church lot, a public park, and two lots for future residential subdivision.

A Tentative Tract Map has been approved for the project area; however, the Final Map has not been recorded yet.

Expires: November 17, 2017; the Tentative Map will expire November 17, 2018.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

13. Shaunessy Village (UNSIGNED)

The Development Agreement was approved by the Los Banos City Council on December 19, 2007 between the City of Los Banos and Downtown Gateway LP, Modesto Gateway, LLC, and Mercey Springs, LLC; however, the agreement has never been signed or recorded.

The project consisted of approximately 33.6 acres for the subdivision and development 107 low density single-family residential lots; 44 medium density single-family residential lots; a public lot (Lot A intended for day care or similar use); two parks (Lots B and C); and a park basin (Lot D); two landscaped areas (Lots E and F).

A Tentative Tract Map has been approved for the project area; however, the Final Map has not yet been recorded. The Tentative Map will expire October 24, 2015 (AB 116). Upon expiration, the Developer will need to re-apply for entitlements.

14. Villa Burano Pre-Annexation

The Development Agreement was approved by the Los Banos City Council on September 19, 2008 between the City of Los Banos and Danville Land Investments, LLC. The project was for the annexation, pre-zoning, general plan

amendment and area plan for the potential development and use of approximately 117.75 acres

There are currently no Tentative Maps approved for the project area.

Expires: September 19, 2028

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

15. AM/PM McDonald's Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on January 18, 2012 between the City of Los Banos and California Gold Development Company. The agreement was for the annexation of 3.4 acres into the City of Los Banos for commercial development.

The project site is built-out and all improvements have been accepted by the City.

Expires: January 18, 2022

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

16. Ronny's Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on August 21, 2013 between the City of Los Banos and LB Property Management, Inc. (Ronny Navarro). The project was for the annexation of 15901 Badger Flat Road into the City of Los Banos.

The agreement has no term for expiration and is valid until modification or termination by written mutual consent of the parties.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

17. AMG Industrial/ Business Park Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on January 7, 2015 between the City of Los Banos and AMG & Associates, LLC, a California Limited Liability Company. The project consists of

the annexation of 28.5 acres into the City of Los Banos for future Industrial development.

The Pre-Annexation Development is currently being circulated for signatures and will be recorded once the annexation is approved by LAFCo.

Recently Expired Development Agreements

1. Orchard Terrace II

The Development Agreement was approved by the Los Banos City Council on October 26, 2004 between the City of Los Banos and Orchard Terrace Estates, LLC. The project was for the development of approximately 18.4 acres into 78 single-family residential lots including two (2) small play lots.

All 78 permits have been issued for the Orchard Terrace II Subdivision; however 29 units have not been finalized for occupancy.

Expired: November 3, 2014

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

2. East Mercey Springs Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on November 3, 2004 between the City of Los Banos and College Estates LLC. The project was for the pre-zoning for the potential development and use of approximately 20 acres with a development potential of 90 single-family dwelling units.

No Tentative Tract Maps have been approved for the project area.

Expired: December 3, 2014

Environmental Review

This annual review is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15321, Class 21 (Enforcement Actions by Regulatory Agencies) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential to have a significant effect on the environment. This Section exempts actions by regulatory agencies to enforce or revoke a lease, permit, license, or certificate, or other entitlement for use issued, adopted, or prescribed by the regulatory agency or enforcement of a law, general rule, standard, or objective, administered or adopted by the regulatory agency.

Public Notice

A public hearing notice was published in the Los Banos Enterprise on January 23, 2015. As of the date of this staff report, no comments have been received.

Reviewed by:



Steve Carrigan, City Manager

Attachments:

Resolution
Public Hearing Notice – January 23, 2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE ANNUAL REVIEW OF DEVELOPMENT AGREEMENTS AND FINDING GOOD FAITH COMPLIANCE WITH THE TERMS AND CONDITIONS OF SAID DEVELOPMENT AGREEMENTS

WHEREAS, the City of Los Banos has entered into the Development Agreements set forth in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, each Development Agreement provides that the City shall, once every 12 months during the term of the Agreement, review the extent of good faith substantial compliance by each Developer with the terms and conditions of the Agreement. Such periodic review is limited in scope to compliance with the terms of the Agreement pursuant to Government Code §65865.1; and

WHEREAS, the City initiated its annual review of the Agreement by giving each Developer timely and proper notice of the City's initiation of the review and provided each Developer with a copy of the staff report regarding the annual review; and

WHEREAS, each Developer and members of the public were provided an opportunity to be heard regarding the Development Agreements before the City Council conducted its review.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby:

1. In accordance with CEQA Guidelines Section 15378, the action taken herein is not a project subject to CEQA in that it will not have a significant effect on the environment.
2. The Recitals set forth are hereby incorporated as findings based on substantial evidence in the record and on that basis are hereby adopted and approved.
3. Each Developer is in good faith substantial compliance with the terms and conditions of the applicable Development Agreement between the City of Los Banos and the applicable Developer.
4. That the review satisfies the annual review of development agreement as provided in each Development Agreement and Government Code §65865.1.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 4th day of March 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

EXHIBIT A

1. Stonecreek Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on May 5, 2004 between the City of Los Banos and Anderson Homes, a California Corporation. The project consisted of guiding development for approximately 493.3 acres in the southwestern part of the City. The project included the annexation of 401.1 acres into the City of Los Banos.

Currently there are five (5) approved Tentative Tract Maps associated with this Pre-Annexation Development Agreement which equate to approximately 344.43 acres:

- Villages at Stonecreek I
- Villages at Stonecreek II
- Villages at Stonecreek IIA & III
- Villages at Stonecreek IV
- Quail Meadows at Stonecreek V

Expires: May 5, 2019

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

2. Village Green

The Development Agreement was approved by the Los Banos City Council on February 2, 2005 between the City of Los Banos and Orchard Terrace LLC, a Limited Liability Company. The project description consisted of subdividing 14.7 acres into 45 single-family residential lots including a 0.38 acre neighborhood park and a linear park feature surrounding the subdivision encompassing 1.7 acres.

A Tentative Tract Map has been approved for all 45 lots and the Final Map has been recorded and improvements have been accepted by the City. No building permits have been issued.

Expires: March 4, 2015

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

3. The Provinces

The Development Agreement was approved by the Los Banos City Council on May 5, 2005 between the City of Los Banos and Meadowlands Estates LLC. The project description was for the subdivision of approximately 109.51 acres, into 261 single-family residential lots, 123 senior courtyard lots, a townhouse lot for 116 multi-family units, two public park lots, a public park/basin lot, and two common senior development lots.

A Tentative Tract Map was approved for the project area; however, a Final Map has not yet been recorded

Expires: May 5, 2015; the Tentative Map will expire May 5, 2016.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

4. Spadafore-Gianonne Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on December 13, 2005 between the City of Los Banos and B&G Holdings Ltd. The project consisted of an annexation and pre-zoning of 37.6 for the potential development of 151 single-family residential lots and 48 medium density units with 4.75 acres allocated for three parks and a basin.

A Tentative Tract Map was approved for the project area; however, the Final Map has not yet been recorded. As the Development Agreement was never signed or recorded the Tentative Map will expire October 24, 2015 (AB 116). Upon expiration, the Developer will need to re-apply for entitlements.

Expires: December 13, 2020

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

5. Villages at Stonecreek IIA & III

The Development Agreement was approved by the Los Banos City Council on June 15, 2005 between the City of Los Banos and Larry W. Anderson, Georgeann M. Anderson, and Anderson Homes, a California Corporation. The was for the subdivision of approximately 79.7 acres, into 287 single-family residential lots, one church, and two park lots.

A Tentative Tract Map was approved for the whole project area. The Villages IIA portion of the project area has been recorded which consists of 56 developed and occupied lots and 99 undeveloped lots for a total of 155 lots. The remaining

unrecorded portion of the project area is Villages III which consists of 132 undeveloped lots. The current property owner has asked for an extension of the development agreement, and staff is currently working on that request.

Expires: July 15, 2015; requested extension of five (5) years.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

6. Villages at Stonecreek IV

The Development Agreement was approved by the Los Banos City Council on June 15, 2005 between the City of Los Banos and Larry W. Anderson, Georgeann M. Anderson, and Anderson Homes, a California Corporation. The project consists of the subdivision of approximately 125.76 acres, into 309 single-family residential lots, one school lot, and four park lots.

A Tentative Tract Map was approved for the whole project area and only a portion of it has been recorded. There are currently 16 developed lots and 77 undeveloped lots for a total of 93 recorded lots. The remaining portion of the project area has not been recorded and consists of 216 undeveloped lots.

Expires: July 15, 2015; the Tentative Map will expire July 15, 2016.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

7. The Villas

The Development Agreement was approved by the Los Banos City Council on January 18, 2006 between the City of Los Banos and Ranchwood Homes Corp. a California Corporation. The project was for the subdivision of approximately 39 acres into single-family residential lots, senior courtyards, a lot for multi-family units, public park lots, a public park/basin lot, and common senior development lots.

A Tentative Tract Map was approved for the project area; however, a Final Map has not yet been recorded

Expires: April 3, 2016; the Tentative Map will expire April 3, 2017.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

8. Mission Village North

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Mission Village, LLC, a limited liability company. The project was for the development of 48.5 acres into 211 single-family residential lots.

A Tentative Tract Map was approved and a Final Map was recorded for the entire project area. The project area currently consists of 113 developed lots and 98 undeveloped lots.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

9. Mission Village South

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Mission Village, LLC, a limited liability company and Anderson Homes, Inc., a California Corporation. The project was for the development of 79.9 acres into 179 single-family residential lots.

A Tentative Tract Map was approved for the Anderson Homes portion of the project area and consists of 26 developed lots and 69 undeveloped lots for a total of 95 recorded lots. The remaining portion of the project area has not been recorded with a Final Map and consists of 84 undeveloped lots.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

10. Northgate at Regency Park

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Northgate at Regency 1 and 2, LLC, a limited liability company. The project is for the development of 90 acres into 350 single-family residential lots.

A Tentative Tract Map was approved and a Final Map was recorded for the entire project area. The project area currently consists of 204 developed lots and 146

undeveloped lots. Recently 9 permits have been issued for this subdivision; however, none have been finalized for occupancy.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

11. Northgate at Regency Park II

The Development Agreement was approved by the Los Banos City Council on October 17, 2001 between the City of Los Banos and Northgate at Regency Park II, LLC, a limited liability company. The project is for the development of 51.98 acres into 216 single-family residential lots.

All permits have been issued for the Northgate at Regency Park II subdivision and all subdivision improvements have been accepted by the City. The project is complete and built-out.

Expires: November 17, 2016

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

12. Quail Meadows at Stonecreek

The Development Agreement was approved by the Los Banos City Council on October 17, 2007 between the city of Los Banos and Larry Anderson and Anderson Homes, Inc., a California corporation. The project is for the subdivision of five parcels totaling 76.43 acres into 53 single-family homes, a professional office complex, a church lot, a public park, and two lots for future residential subdivision.

A Tentative Tract Map has been approved for the project area; however, the Final Map has not been recorded yet.

Expires: November 17, 2017; the Tentative Map will expire November 17, 2018.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

13. Shaunessy Village (UNSIGNED)

The Development Agreement was approved by the Los Banos City Council on December 19, 2007 between the City of Los Banos and Downtown Gateway LP, Modesto Gateway, LLC, and Mercey Springs, LLC; however, the agreement has never been signed or recorded.

The project consisted of approximately 33.6 acres for the subdivision and development 107 low density single-family residential lots; 44 medium density single-family residential lots; a public lot (Lot A intended for day care or similar use); two parks (Lots B and C); and a park basin (Lot D); two landscaped areas (Lots E and F).

A Tentative Tract Map has been approved for the project area; however, the Final Map has not yet been recorded. The Tentative Map will expire October 24, 2015 (AB 116). Upon expiration, the Developer will need to re-apply for entitlements.

14. Villa Burano Pre-Annexation

The Development Agreement was approved by the Los Banos City Council on September 19, 2008 between the City of Los Banos and Danville Land Investments, LLC. The project was for the annexation, pre-zoning, general plan amendment and area plan for the potential development and use of approximately 117.75 acres

There are currently no Tentative Maps approved for the project area.

Expires: September 19, 2028

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

15. AM/PM McDonald's Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on January 18, 2012 between the City of Los Banos and California Gold Development Company. The agreement was for the annexation of 3.4 acres into the City of Los Banos for commercial development.

The project site is built-out and all improvements have been accepted by the City.

Expires: January 18, 2022

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

16. Ronny's Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on August 21, 2013 between the City of Los Banos and LB Property Management, Inc. (Ronny Navarro). The project was for the annexation of 15901 Badger Flat Road into the City of Los Banos.

The agreement has no term for expiration and is valid until modification or termination by written mutual consent of the parties.

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

17. AMG Industrial/ Business Park Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on January 7, 2015 between the City of Los Banos and AMG & Associates, LLC, a California Limited Liability Company. The project consists of the annexation of 28.5 acres into the City of Los Banos for future Industrial development.

The Pre-Annexation Development is currently being circulated for signatures and will be recorded once the annexation is approved by LAFCo.

Recently Expired Development Agreements

1. Orchard Terrace II

The Development Agreement was approved by the Los Banos City Council on October 26, 2004 between the City of Los Banos and Orchard Terrace Estates, LLC. The project was for the development of approximately 18.4 acres into 78 single-family residential lots including two (2) small play lots.

All 78 permits have been issued for the Orchard Terrace II Subdivision; however 29 units have not been finalized for occupancy.

Expired: November 3, 2014

After review of the project and applicable documents, staff believes that the applicant is in good faith compliance with the terms and conditions of the Development Agreement.

2. East Mercey Springs Pre-Annexation

The Pre-Annexation Development Agreement was approved by the Los Banos City Council on November 3, 2004 between the City of Los Banos and College Estates LLC. The project was for the pre-zoning for the potential development and use of approximately 20 acres with a development potential of 90 single-family dwelling units.

No Tentative Tract Maps have been approved for the project area.

Expired: December 3, 2014



City of
Los Banos
At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: January 23, 2015

Regarding: Notice of Public Hearing

Proposal: Annual Review of Development Agreements

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to review the terms of the following Development Agreements pursuant to Section 65865.1 of the California Government Code:

- Stonecreek Pre-Annexation
- Orchard Terrace II
- East Mercey Springs
- Village Green
- The Provinces
- Spadafore-Ginanonne Pre-Annexation
- Villages at Stonecreek IIA & III
- Villages at Stonecreek IV
- The Villas
- Mission Village North
- Mission Village South
- Northgate at Regency Park
- Northgate at Regency Park II
- Quail Meadows at Stonecreek
- Shaunessy Village
- Villa Burano Pre-Annexation
- AM/PM McDonalds Pre-Annexation
- Ronny's Pre-Annexation
- AMG Pre-Annexation

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos City Council on Wednesday, February 4, 2015 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Assistant Planner II, at City Hall or at (209) 827-7000, Ext.133.

Persons wishing to provide oral comments on the described proposal may do so at this meeting or may provide written comments on this matter prior to the public meeting. Written comments may be sent by U.S. Mail or hand delivered to the City of Los Banos City Hall at 520 "J" Street, Los Banos, California 93635. If no comments are received prior to or on the above date, it will be assumed that no comments are being offered. The public is also informed that should this matter, at some future date go to court, court testimony is limited to only those issues raised at the hearings per Government Code Section 65009.

THE CITY OF LOS BANOS

Stacy Souza Elms
Assistant Planner II



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members

FROM: Stacy Souza Elms, Assistant Planner II

A handwritten signature in black ink, appearing to read 'SE', is placed to the right of the 'FROM:' line.

DATE: March 4, 2015

SUBJECT: Donation/Collection Boxes Permit Fee

TYPE OF REPORT: Public Hearing

Recommendation:

Staff recommends that the City Council:

- Receive presentation of the staff report;
- Open the public hearing and receive public testimony;
- Consider testimony presented at the public hearing and the information in the staff report;
- Adopt Resolution No. ____ establishing permit fees for Donation/Collection Boxes.

Background:

On January 21, 2015, the Los Banos City Council adopted Ordinance No. 1126 to provide for regulation of unattended donation/collection boxes within the City of Los Banos. Ordinance No. 1126 stated that each application shall be accompanied by a nonrefundable fee in the amount established by resolution of the City Council. This fee shall be in addition to any fee or tax imposed by the City pursuant to any other provision of the Municipal Code.

Discussion:

Fees are established for permits to recover full costs of permits from applicants so the General Fund and taxpayers in general do not subsidize an individual application. It is appropriate that the City establish a fee program to cover its actual costs in processing a permit application. Otherwise, these costs are borne, not by the applicant, but by the entire City through its General Fund.

Within thirty (30) days of receiving a completed application, the Community and Economic Development Director shall issue a Permit or deny the issuance of a permit depending if all criteria established in the Municipal Code are met and the application is in accordance with Ordinance No. 1126.

Staff has conducted a fee study and has calculated the following costs for processing the Donation Bin/Collection Boxes permit application. The current hourly wage costs (including benefits) of the staff involved in these tasks was applied to the average time per Donation/Collection Boxes permit application. This calculation resulted in the proposed fee amounts set forth below.

Initial Application

a) Assistant Planner II – 2 hours	\$100.96
• Review application	
• Check for completeness	
• Initial site visit	
• Issue/Deny permit	
b) Planning Technician – 2 hours	\$80.07
• Set up file	
• Process application	
• Create permit	
c) Cost of stickers (3)	<u>\$0.48</u>
	Total: \$181.51

Renewal Application

a) Assistant Planner II – 30 minutes	\$25.24
• Review renewal	
• Issue/Deny renewal	
b) Planning Technician – 45 minutes	\$30.05
• Process renewal	
• Create permit renewal	
c) Cost of stickers (3)	<u>\$0.48</u>
	Total: \$55.77

The initial permit application will be accompanied by a nonrefundable fee of \$182.00 and each annual renewal will be accompanied by \$56.00 to cover time and materials for each Donation/Collection Box permit.

Fiscal Impact:

The intent of the permit fee is to be revenue neutral for the City and to cover costs associated with processing the permit applications.

Reviewed by:



Steve Carrigan, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
Public Hearing Notice – February 20, 2015

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ESTABLISHING PERMIT
FEES FOR THE ADMINISTRATION AND
ISSUANCE OF DONATION/COLLECTION BOXES**

WHEREAS, the City of Los Banos adopted Ordinance No. 1126 which provides for the regulation of unattended donation/collection boxes within the City of Los Banos and authorizes the City Council to approve by resolution fees relating to processing and issuance of a permit application and permit; and

WHEREAS, the administration and issuance of Donation/Collection Box Permits require staff time and materials; and

WHEREAS, staff has conducted a fee study and has calculated that time and materials for each initial permit application will be covered with a nonrefundable fee of \$182.00 and each annual renewal will be covered with a nonrefundable fee of \$56.00; and

WHEREAS, the City Council now desires to adopt a schedule of fees related to unattended donation collection box permits as proposed in the fee report set forth in Exhibit A attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby establish the Donation/Collection Boxes permit application fees as \$182.00 for each initial application and \$56.00 for each annual renewal permit.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 4th day of March 2015, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

EXHIBIT A

Initial Application

a) Assistant Planner II – 2 hours	\$100.96
• Review application	
• Check for completeness	
• Initial site visit	
• Issue/Deny permit	
b) Planning Technician – 2 hours	\$80.07
• Set up file	
• Process application	
• Create permit	
c) Cost of stickers (3)	<u>\$0.48</u>
Total:	\$181.51

Renewal Application

a) Assistant Planner II – 30 minutes	\$25.24
• Review renewal	
• Issue/Deny renewal	
b) Planning Technician – 45 minutes	\$30.05
• Process renewal	
• Create permit renewal	
c) Cost of stickers (3)	<u>\$0.48</u>
Total:	\$55.77

The initial permit application will be accompanied by a nonrefundable fee of \$182.00 and each annual renewal will be accompanied by \$56.00 to cover time and materials for each Donation/Collection Box permit.

**CITY OF LOS BANOS
NOTICE OF PUBLIC HEARING**

TO RECEIVE PUBLIC COMMENT AND CONSIDER ADOPTION OF A NEW
DONATION/COLLECTION BOXES PERMIT FEE

WHERE: City Council Chambers
520 J Street
Los Banos, California

WHEN: **March 4, 2015**
7:00 PM

Notice is hereby given that the City of Los Banos will conduct a Public Hearing to receive public comment and consider adoption of a **New Donation/Collection Boxes Permit Fee**.

Information regarding the calculation of these fees and all necessary back up material is available at the Office of the City Clerk, 520 J Street, Los Banos, CA 93635, during normal business hours.

The Public Hearing will be held at the regular meeting of the Los Banos City Council on Wednesday, March 4, 2015 at 7:00 p.m. in the Council Chambers at Los Banos City Hall located at 520 J Street, or as near as possible thereafter, at which time and place interested persons may appear and be heard thereon. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Assistant Planner II, 520 J Street or at (209) 827-7000.

All interested persons will be given an opportunity to comment on this item at the Public Hearing. In addition, written comments may be submitted to the City Council at or prior to the hearing, mailed to 520 J Street, Los Banos, CA 93635, Attention: Stacy Souza Elms, Assistant Planner II. Please reference hearing title and date of hearing in any correspondence. If no comments are received prior to or on the above date, it will be assumed that no comments are being offered. Please note that if you challenge the City's final decision on the above matter in court, you may be limited to raising only those factual and legal issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. In light of the foregoing, all interested members of the public are encouraged to voice their concerns regarding the above matter either in person at the hearing or in writing through correspondence addressed to the City Council and submitted to the City Council at or prior to the date of the above hearing.

It is the intention of the City to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (209) 827-7000 at least 48 hours prior to the meeting to inform us of your particular needs.

THE CITY OF LOS BANOS
Stacy Souza Elms



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members
FROM: Sonya Williams, Finance Director
DATE: March 4, 2015
SUBJECT: Mid Year Budget Review and Approval of a Resolution to Adjust the 2014-2015 Budget

TYPE OF REPORT: Non Consent Agenda

Recommendation:

Staff recommends that the City Council adopt a resolution to revise the budget for the 2014-2015 Fiscal Year as it pertains to changes in expenditures.

Background:

A midyear financial report is prepared in order to highlight the 2014-2015 Fiscal Year revenues and expenditures to determine if the City is on track or if adjustments are needed to be made during the year. It may also be useful in preparing for the upcoming budget year. Staff reviews the current year budget to actual variances in the different Funds based on actual revenues and expenditures through December 31, 2014, including recommendations for budget modifications. It is important to note that Staff continuously researches, calculates, and refines the fiscal impacts associated with all of the adjustments previewed in this report.

Discussion:

After analyzing the prior and current Fiscal Years revenue and expenditure trends, staff applied their best and most prudent professional judgment to confirm the revenue and expenditure projections for the rest of the Fiscal Year. The findings and adjustments will be discussed in detail during the Council Meeting Presentation.

General Fund

Staff analyzed the current Fiscal Year through December 31, 2014 with the exception of Property Tax Revenues which were received in January 2015. With fifty percent (50%) of the year completed, General Fund Revenues collected are thirty-two percent (32%) of the budgeted amount. General Fund Expenditures are fifty-five percent (55%) of the budgeted amount. The following points highlight some of the requested mid-year changes to the General Fund Budget.

1. Increase Salaries and Benefits by \$118,143 to reclass a Police Officers position from Measure K.
2. Increase various Expenditures by \$13,062 to Fire for Strike Team related Expenditures that are reimbursed by the State.
3. Increase Technical Services Expenditures by \$50,000 to meet expected permit issuance fees.
4. Increase Professional Services and General Materials and Supplies by \$24,000, for the increase in Ronnys Landscape Contract, previously approved by the City Council.

Special Revenue Funds

The Professional Service Contract for the landscape services was approved by Council on October 1, 2014. The current Budget Expenditures for the Landscape and Lighting Districts were estimated at a ten percent (10%) increase. The overall increase to the Contract was forty percent (40%). In order to adequately reflect this increase, along with other cleanup items will require Landscape and Lighting Districts to be increased by \$58,191.

Other changes to the Special Revenue Funds include reclassing a Police Officer from Measure K to the General Fund for the entire year. This would increase the General Fund and decrease Measure K Salaries and Benefits by \$118,143. Additionally, increasing overtime and benefits by \$61,959, to reflect Fire Strike Team Expenditures that are reimbursed by the State.

Fiscal Impact:

Attached to the resolution is a schedule showing a detailed account of the requested changes to the Budget for the 2014-2015 Fiscal Year.

Attachments:

Resolution

Reviewed by:



Steve Carrigan, City Manager

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LOS BANOS ADOPTING A REVISED
BUDGET FOR THE 2014-2015 FISCAL YEAR AS IT PERTAINS TO
EXPENDITURES**

WHEREAS, the City Council of the City of Los Banos has been presented an amendment to the 2014-2015 Fiscal Year budget; and

WHEREAS, the City Council of the City of Los Banos may adjust the overall appropriation levels in each fund at any time during the 2014-2015 Fiscal Year by action to amend the budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos hereby amends the 2014-2015 Fiscal Year Budget shown in Exhibit A.

BE IT FURTHER RESOLVED that within each fund in Exhibit A, the original adopted expenditures are revised.

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 4th day of March 2015, by Council Member _____ who moved for its adoption, which motion was duly seconded by Council Member _____, and the Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Exhibit A
Mid Year Budget Adjustments

Fund	Description	Account	Increase	Decrease	
1 General	Facility Maintenance	100-410-100-205	\$ 2,400.00	\$ -	Plumbing Costs - to City Hall fountain removal
2 General	Building & Structures	100-410-100-720	\$ 5,424.85	\$ -	Air Conditioner Replacement - City Hall breakroom
3 General	Salaries	100-421-140-101	\$ 55,411.00	\$ -	Move officer from Measure K
4 General	Benefits	100-421-140-120	\$ 62,732.00	\$ -	Move officer from Measure K
5 General	Recruitment	100-421-140-237	\$ 1,000.00	\$ -	Increase due to multiple police officer recruitments
6 General	Part Time	100-422-100-102	\$ 5,107.00	\$ -	Increase part time for strike teams reimbursed by State
7 General	Overtime	100-422-100-103	\$ 6,079.00	\$ -	Increase part time for strike teams reimbursed by State
8 General	Benefits	100-422-100-120	\$ 391.00	\$ -	Increase part time for strike teams reimbursed by State
9 General	Benefits	100-422-100-120	\$ 465.00	\$ -	Increase part time for strike teams reimbursed by State
10 General	Insurance	100-422-100-250	\$ 2,400.00	\$ -	Actual Premium higher than estimate
11 General	Travel & Training	100-422-100-257	\$ 1,020.00	\$ -	Strike team reimbursements - True Up
12 General	Salaries	100-424-100-101	\$ 500.00	\$ -	Increase for Retiree cash out
13 General	Benefits	100-424-100-120	\$ 500.00	\$ -	Increase for Retiree cash out
14 General	Technical Services	100-424-100-238	\$ 50,000.00	\$ -	Increase for CSG Contract Services
15 General	Professional Services	100-452-100-231	\$ 6,500.00	\$ -	Landscape Contract
16 General	General Material & Supplies	100-452-100-267	\$ 17,500.00	\$ -	Correct supplies coded to incorrect line item
17 Special Reven	Computer Equipment	202-410-100-770	\$ 9,015.00	\$ -	Remainder of Springbrook Migration to V7
18 Special Reven	Salaries	236-421-180-101	\$ -	\$ 55,411.00	Move officer to General Fund
19 Special Reven	Benefits	236-421-180-120	\$ -	\$ 62,732.00	Move officer to General Fund
20 Special Reven	Overtime	238-422-100-103	\$ 19,620.00	\$ -	Strike team reimbursements - True Up
21 Special Reven	Benefits	238-422-100-120	\$ 1,501.00	\$ -	Strike team reimbursements - True Up
22 Special Reven	Overtime	238-422-180-103	\$ 17,683.00	\$ -	Strike team reimbursements - True Up
23 Special Reven	Benefits	238-422-180-120	\$ 1,353.00	\$ -	Strike team reimbursements - True Up
24 Special Reven	Technical Services	262-463-100-238	\$ 1,700.00	\$ -	CDBG program income admin related costs
25 Special Reven	Park Maintenance	271-458-200-221	\$ 12,100.00	\$ -	Landscape Contract
26 Special Reven	Park Maintenance	273-458-200-221	\$ 14,500.00	\$ -	Landscape Contract (11,942.97) Parts & Materials (2,557.03)
27 Special Reven	Park Maintenance	281-458-200-221	\$ 20,400.00	\$ -	Landscape Contract (19,429.68) Parts & Materials (970.32)
28 Special Reven	Water Sewerage & Disposal	284-458-200-213	\$ 2,000.00	\$ -	Correct Utility Bills allocation
29 Special Reven	Landscape Maintenance	284-458-200-220	\$ 4,581.00	\$ -	Landscape Contract
30 Special Reven	Park Maintenance	284-458-200-221	\$ 3,535.00	\$ -	Landscape Contract
31 Special Reven	Park Maintenance	289-458-200-221	\$ 575.00	\$ -	Landscape Contract
32 Special Reven	Street Light Maintenance	289-458-200-263	\$ 500.00	\$ -	Overbudget
33 Special Reven	Overtime	291-422-100-103	\$ 20,253.00	\$ -	Strike team reimbursements - True Up
34 Special Reven	Benefits	291-422-100-120	\$ 1,549.00	\$ -	Strike team reimbursements - True Up
35 Special Reven	Technical Services	294-463-100-238	\$ 11,000.00	\$ -	NSP homeowner payoff-Return of Funds



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

FROM: Mark Fachin, P.E., Public Works Director/City Engineer

Mark Fachin

DATE: March 4, 2015

SUBJECT: New Los Banos Airport Site Selection and Concept Study Update

TYPE OF REPORT: Informational Item

Recommendation:

Informational item only, no action to be taken.

Discussion:

There will be a presentation by Mr. Robert Wadell of Wadell Engineering Corporation regarding the scope of work for the new Los Banos Airport site selection and concept study update.

Reviewed by:

A handwritten signature in black ink, appearing to read "Steve Carrigan". The signature is written in a cursive style with a long horizontal stroke at the end.

Steve Carrigan, City Manager



City of
Los Banos
At the Crossroads of California

**COMMUNITY & ECONOMIC
DEVELOPMENT DEPARTMENT**

Date: February 27, 2015

Regarding: Notice of Public Hearing

Proposal: Variance #2015-01 – Los Banos Courthouse

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Variance for noise associated with construction of the Los Banos Courthouse Project. The request is to begin work each day at 5:30 a.m. The project site is located at 1159 G Street, more specifically identified as Assessor's Parcel Number: 026-161-007.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, March 11, 2015 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 J Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Assistant Planner II at City Hall or at (209) 827-7000, Ext. 133.

Persons wishing to provide oral comments on the proposed project may do so at this meeting or may provide written comments on this matter prior to the public meeting. Written comments may be sent by U.S. Mail or hand delivered to the City of Los Banos City Hall at 520 J Street, Los Banos, California 93635. Please be advised that should this matter, at some future date go to court, testimony shall be limited to only those issues raised at the public hearing or in written correspondence delivered to the City prior to, or at, the public hearing per Government Code Section 65009.

THE CITY OF LOS BANOS

Stacy Souza Elms
Assistant Planner II



City of
Los Banos
At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: February 27, 2015

Regarding: Notice of Public Hearing

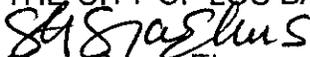
Proposal: General Plan Amendment #2015-01, Zone Change #2015-01 and
Tentative Parcel Map #2015-01 – Habitat for Humanity Westside Merced
County, Inc.

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider recommending to the Los Banos City Council General Plan Amendment #2015-01, Zone Change #2015-01, and Tentative Parcel Map #2015-01 for Habitat Humanity Westside Merced County, Inc. The project proposal is for the rezone of three (3) parcels currently zoned Low Density Residential (R-1) into Medium Density Residential (R-2) with a remainder 3,300 square foot parcel to Highway Commercial (H-C), and to re-subdivide three (3) existing parcels into four (4) parcels with a remainder. The project site is located on Assessor's Parcel Numbers: 026-044-012, 013, and 014.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, March 11, 2015 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Assistant Planner II at City Hall or at (209) 827-7000, Ext. 133.

Persons wishing to provide oral comments on the proposed project may do so at this meeting or may provide written comments on this matter prior to the public meeting. Written comments may be sent by U.S. Mail or hand delivered to the City of Los Banos City Hall at 520 "J" Street, Los Banos, California 93635. Please be advised that should the action by the City Council be challenged in court, you may be limited to only those issues raised at the public hearings or by written comment per Government Code Section 65009.

THE CITY OF LOS BANOS


Stacy Souza Elms
Assistant Planner II



City of
Los Banos
At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: February 27, 2015

Regarding: Notice of Public Hearing

Proposal: Proposed Ordinance Revision – Mobile Vendor Ordinance

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider and make a recommendation to the Los Banos City Council to adopt a new update to the Mobile Vendor Ordinance located in Title 9, Chapter 3, Article 36 of the Los Banos Municipal Code

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, March 11, 2015 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Assistant Planner II, at City Hall or at (209) 827-7000, Ext.133.

Persons wishing to provide oral comments on the described proposal may do so at this meeting or may provide written comments on this matter prior to the public meeting. Written comments may be sent by U.S. Mail or hand delivered to the City of Los Banos City Hall at 520 "J" Street, Los Banos, California 93635. If no comments are received prior to or on the above date, it will be assumed that no comments are being offered. The public is also informed that should this matter, at some future date go to court, court testimony is limited to only those issues raised at the hearings per Government Code Section 65009.

THE CITY OF LOS BANOS

Stacy Souza Elms
Assistant Planner II