



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

APRIL 6, 2016

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. PRESENTATIONS.
 - A. Proclamation Recognizing National Volunteer Week.
 - B. Proclamation Recognizing National Public Safety Telecommunications Week.

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 #158402 – #158700 in the Amount of \$1,211,528.68.
Recommendation: Approve the check register as submitted.
 - B. Minutes for the March 16, 2016 City Council Meeting.
Recommendation: Approve the minutes as submitted.
 - C. Minutes for the March 22, 2016 Special City Council Meeting.
Recommendation: Approve the minutes as submitted.
 - D. Minutes for the March 25, 2016 Adjourned City Council Meeting.
Recommendation: Approve the minutes as submitted.
 - E. City Council Resolution No. 5734 – Consenting to the Inclusion of Properties within the Territory of the City in the California Statewide Communities Development Authority (CSCDA) Open PACE Programs; Authorizing the CSCDA to Accept Applications from Property Owners, Conduct Contractual Assessment Proceedings and Levy Contractual Assessments within the Territory of the City; and Authorizing Related Actions.
Recommendation: Adopt the resolution as submitted.
 - F. City Council Resolution No. 5735 – Authorizing the City Manager to Execute a Professional Services Agreement with EMC Planning Group Inc. for the Preparation of a General Plan Amendment Supplemental Environmental Impact Report (EIR) and Adopting a Revised Budget for the Fiscal Year 2015-2016 as it Pertains to Increasing Expenditures in Community & Economic Development Department Professional Services in the Amount of \$18,465.
Recommendation: Adopt the resolution as submitted.
 - G. City Council Resolution No. 5736 – Amending the Fiscal Year 2015-2016 Budget by Increasing Appropriation in Funds of the Landscape & Lighting Districts #11 and #17 for Street Light Repairs in the Amount of \$28,000 and \$22,000 Respectfully.
Recommendation: Adopt the resolution as submitted.

- H. City Council Resolution No. 5737 – Authorizing Award of Construction Contract for Jo-Lin Sewer Lift Station Rehabilitation to RTC Construction Management, Inc. in the Amount of \$215,602.90.

Recommendation: Adopt the resolution as submitted.

- I. City Council Resolution No. 5738 – Authorizing the Mayor to Execute a License Agreement Between the City of Los Banos and Taylor Wolfson for the Purpose of Affixing a Historical Mural to 1048 Sixth Street.

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 – To Receive Public Comment and Consideration of Adopting an Ordinance to Regulate and Create a Process for Temporary Uses on Private Property in the City of Los Banos.

- 1) Ordinance No. 1144 – Repealing Article 38 Chapter 3 to Title 9 of the Los Banos Municipal Code and Enacting a New Article 38 Chapter 3 to Title 9 of the Los Banos Municipal Code Entitled Temporary Uses.

(Second Reading & Adoption)

- 2) City Council Resolution No. 5739 – Establishing Permit Fees for the Issuance of Temporary Use Permits.

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

- 9. CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 5740 – REVISING THE SCHEDULE OF LANDSCAPE IRRIGATION FROM ONE (1) DAY A WEEK TO TWO (2) DAYS A WEEK.

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

- 10. ADVISEMENT OF PUBLIC NOTICES. (No Report)

- 11. CITY MANAGER REPORT.

- 12. CITY COUNCIL MEMBER REPORTS.

- A. Deborah Lewis

- B. Scott Silveira

- C. Elizabeth Stonegrove

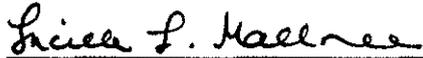
- D. Tom Faria
- E. Mayor Mike Villalta

13. CLOSED SESSION.

- A. Public Employee Employment, City Manager, Pursuant to Government Code Section 54957.
- B. Conference with Labor Negotiators, Pursuant to Government Code Section 54957.6, Agency Designated Representatives: Interim City Manager Brizzee, City Attorney Vaughn, City Clerk/Human Resources Director Mallonee, Finance Director Williams, Legal Counsel Tuffo; Employee Organizations: Los Banos Police Dispatchers/Community Services Officers Association (LBPDCSOA) and Unrepresented Miscellaneous Employees.

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 31st day of March 2016

CK # 158402 - 158700

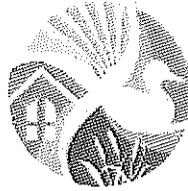
04/06/2016

\$1,211,528.68

Bank Reconciliation

Checks by Date

User: sorozco
 Printed: 03/29/2016 - 12:06PM
 Cleared and Not Cleared Checks
 Print Void Checks



City of Los Banos

At the Crossroads of California

Check No	Check Date	Name	Module	Void	Amount
158402	3/11/2016	A & A Portables Inc	AP		111.65
158403	3/11/2016	Accela, Inc.	AP		1,260.00
158404	3/11/2016	Altec Industries Inc	AP		145.72
158405	3/11/2016	Anthony Gomes	AP		1,690.00
158406	3/11/2016	Aramark Uniform Ser Inc	AP		482.93
158407	3/11/2016	AT&T	AP		49.25
158408	3/11/2016	Dorothy June Baker	AP		431.41
158409	3/11/2016	Battery Systems, Inc.	AP		827.43
158410	3/11/2016	Board of Equalization	AP		765.00
158411	3/11/2016	Borelli Real Estate Service, Inc.	AP		90.00
158412	3/11/2016	Bruce's Tire Inc	AP		2,167.98
158413	3/11/2016	BSK Associates	AP		850.00
158414	3/11/2016	Ca Dept of Justice	AP		32.00
158415	3/11/2016	California Dairies Inc	AP		90.70
158416	3/11/2016	Capital One Commercial	AP		270.00
158417	3/11/2016	Carrot Top Industries Inc	AP		295.33
158418	3/11/2016	Cemex, Inc	AP		202.81
158419	3/11/2016	Manuel A Avila	AP		143.37
158420	3/11/2016	Cook's Communications Corp.	AP		18.30
158421	3/11/2016	CSG Consultants Inc.	AP		58,208.57
158422	3/11/2016	Edges Electrical Group, LLC	AP		425.25
158423	3/11/2016	Employee Relations, Inc.	AP		50.00
158424	3/11/2016	Farmer Brothers Coffee	AP		90.64
158425	3/11/2016	Fastenal Company	AP		155.53
158426	3/11/2016	Federal Express	AP		5.74
158427	3/11/2016	Heppner Precision Machine	AP		193.56
158428	3/11/2016	Hi Tech Emergency Vehicle Services, Inc	AP		9,284.86
158429	3/11/2016	Home Depot	AP		1,964.08
158430	3/11/2016	John Deere Financial	AP		857.85
158431	3/11/2016	Jorgensen & Co	AP		401.22
158432	3/11/2016	Kone Inc.	AP		651.30
158433	3/11/2016	Los Banos Express Oil & Lube	AP		70.07
158434	3/11/2016	Los Banos Unified School District	AP		2,372.50
158435	3/11/2016	Lucas Business Systems	AP		1,023.36
158436	3/11/2016	Marfab Inc	AP		622.67
158437	3/11/2016	McNamara Sports Inc	AP		264.38
158438	3/11/2016	Merced Sun Star	AP		808.84
158439	3/11/2016	Merced Truck & Trailer Inc	AP		176.13
158440	3/11/2016	Mobley Enterprises Inc.	AP		1,075.00
158441	3/11/2016	Ed Mello	AP		600.00
158442	3/11/2016	N & S Dos Palos Tractor	AP		5,736.96
158443	3/11/2016	The Office City	AP		208.29
158444	3/11/2016	OSE	AP		1,921.56
158445	3/11/2016	O'Reilly Auto Parts	AP		310.91
158446	3/11/2016	Veronica Olivares	AP		350.00

Check No	Check Date	Name	Module	Void	Amount
158447	3/11/2016	PG&E Company	AP		31.47
158448	3/11/2016	Portfolio Recovery Associates, Inc.	AP		750.00
158449	3/11/2016	Provost and Pritchard Engineering, Inc.	AP		32,598.40
158450	3/11/2016	Protech Security & Electronics, Inc.	AP		180.00
158451	3/11/2016	Regency Park Estates LLC	AP		8,162.00
158452	3/11/2016	Rodco Building Maintenance	AP		250.00
158453	3/11/2016	Sherwin Williams Co	AP		270.00
158454	3/11/2016	Sorensens True Value	AP		355.77
158455	3/11/2016	Larry Popolizio	AP		349.78
158456	3/11/2016	SWRCB Accounting Office	AP		1,282.00
158457	3/11/2016	Terryberry Company LLC	AP		171.56
158458	3/11/2016	Tractor Supply Credit Plan	AP		48.58
158459	3/11/2016	Tulare Firestone	AP		21.52
158460	3/11/2016	Stephanie Pereira	AP		9.49
158461	3/11/2016	Verizon Wireless	AP		206.81
158462	3/11/2016	Westside Water Conditioning	AP		155.00
158463	3/11/2016	Windecker Inc	AP		11,999.54
158464	3/11/2016	Xerox Corporation	AP		2,610.00
158465	3/11/2016	Young's Air Conditioning	AP		419.00
158466	3/11/2016	Young's Automotive	AP		467.19
158467	3/11/2016	Steven T. Arellano	AP		90.00
158468	3/11/2016	City of Merced	AP		54.00
158469	3/11/2016	Stephen Frates	AP		90.00
158470	3/11/2016	Christina Jacquez	AP		500.00
158471	3/11/2016	Liebert Cassidy Whitmore	AP		4,056.50
158472	3/11/2016	Los Banos Vet Clinic	AP		2,335.00
158473	3/11/2016	Los Banos Vet Clinic	AP		460.54
158474	3/11/2016	Ivan Mendez	AP		90.00
158475	3/11/2016	Julie Montez	AP		90.00
158476	3/11/2016	NCCA- Keys Conference	AP		399.00
158477	3/11/2016	NCCA- Keys Conference	AP		399.00
158478	3/11/2016	NCCA- Keys Conference	AP		399.00
158479	3/11/2016	NCCA- Keys Conference	AP		399.00
158480	3/11/2016	NCCA- Keys Conference	AP		399.00
158481	3/11/2016	Maria Ortega	AP		90.00
158482	3/11/2016	Pacheco Veterinary	AP		1,443.00
158483	3/11/2016	Kristin Patterson	AP		202.00
158484	3/11/2016	PERS - Public Employees	AP		102,565.00
158485	3/11/2016	PERS - Public Employees	AP		79,625.72
158486	3/11/2016	Law Offices of William A Vaughn	AP		11,625.00
158507	3/16/2016	US Bank Corp Pymt System	AP		19,535.99
158508	3/18/2016	Aflac-Customer Service	AP		95.81
158509	3/18/2016	Aflac-Customer Service	AP		143.95
158510	3/18/2016	Aflac-Customer Service	AP		41.26
158511	3/18/2016	Aflac-Customer Service	AP		57.86
158512	3/18/2016	Bank of America	AP		92,112.34
158513	3/18/2016	Bank of America	AP		11,309.68
158514	3/18/2016	Bank of America	AP		2,419.28
158515	3/18/2016	Franchise Tax Board	AP		20.00
158516	3/18/2016	Los Banos Fitness &	AP		568.00
158517	3/18/2016	Los Banos Police Assn	AP		2,033.00
158518	3/18/2016	MassMutual	AP		1,322.94
158519	3/18/2016	MassMutual	AP		4,365.00
158520	3/18/2016	Nationwide Retirement Solutions	AP		1,420.00
158521	3/18/2016	Professional Fire Fighter	AP		630.00
158522	3/18/2016	State Disbursement Unit	AP		1,161.00
158523	3/18/2016	Vantagepont Transfer Agents - 306797	AP		605.43

Check No	Check Date	Name	Module	Void	Amount
158524	3/18/2016	Vantagepoint Transfer Agents - 705827	AP		25.00
158525	3/18/2016	Vantagepoint Transfer Agents - 801838	AP		1,200.00
158526	3/18/2016	All Weather Inc	AP		1,677.21
158527	3/18/2016	Ameripride Valley Uniform Services Inc.	AP		397.42
158528	3/18/2016	Aramark Uniform Ser Inc	AP		605.15
158529	3/18/2016	AT&T	AP		378.58
158530	3/18/2016	AT&T	AP		144.12
158531	3/18/2016	Battery Specialties, Inc.	AP		320.31
158532	3/18/2016	Brinks Inc.	AP		523.21
158533	3/18/2016	BSK Associates	AP		10,114.04
158534	3/18/2016	Ca Dept of Justice	AP		694.00
158535	3/18/2016	CACEO - CA Assoc of Code Enforcement Officers	AP		28.20
158536	3/18/2016	CCID	AP		28,251.94
158537	3/18/2016	Clark Pest Control Inc	AP		93.00
158538	3/18/2016	Comcast	AP		117.96
158539	3/18/2016	Cook's Communications Corp.	AP		394.56
158540	3/18/2016	Copy Shipping Solutions	AP		2,387.71
158541	3/18/2016	Electric Drives Inc	AP		2,156.75
158542	3/18/2016	Farmer Brothers Coffee	AP		88.77
158543	3/18/2016	Fastenal Company	AP		539.79
158544	3/18/2016	Fast Track Car Wash	AP		3.50
158545	3/18/2016	Galls Inc	AP		294.92
158546	3/18/2016	Gouveia Engineering Inc.	AP		7,242.38
158547	3/18/2016	Grant Enterprises	AP		600.00
158548	3/18/2016	Helena Chemical Co Inc	AP		892.08
158549	3/18/2016	Heppner Precision Machine	AP		3.78
158550	3/18/2016	Holt of California	AP		1,352.41
158551	3/18/2016	Gary Hutsell	AP		600.00
158552	3/18/2016	Ingraham Trophies & Gifts Inc.	AP		213.30
158553	3/18/2016	Jerry Witt	AP		3,677.00
158554	3/18/2016	Jorgensen & Co	AP		550.00
158555	3/18/2016	Key Seal Products, Inc.	AP		493.60
158556	3/18/2016	Lawson Products, Inc.	AP		172.72
158557	3/18/2016	Los Banos Express Oil & Lube	AP		38.33
158558	3/18/2016	Lucas Business Systems	AP		170.75
158559	3/18/2016	Marfab Inc	AP		56.97
158560	3/18/2016	Matson Alarm Co Inc	AP		186.00
158561	3/18/2016	Merced Sun Star	AP		36.40
158562	3/18/2016	Merced Uniform & Accessories	AP		68.18
158563	3/18/2016	Napa Auto Parts	AP		21.88
158564	3/18/2016	NDN International LLC	AP		673.79
158565	3/18/2016	The Office City	AP		207.52
158566	3/18/2016	OSE	AP		22.13
158567	3/18/2016	O'Reilly Auto Parts	AP		578.37
158568	3/18/2016	Pacheco Veterinary	AP		85.00
158569	3/18/2016	Proforce Law Enforcement	AP		2,523.63
158570	3/18/2016	Rick's Auto Body	AP		113.64
158571	3/18/2016	SJVAPCD	AP		502.00
158572	3/18/2016	San Joaquin Valley Drainage Authority	AP		1,083.37
158573	3/18/2016	Save Mart Supermarkets	AP		176.42
158574	3/18/2016	Seasons & Reasons, Llc	AP		3,190.00
158575	3/18/2016	Sharpening Shop	AP		1,803.58
158576	3/18/2016	Sharper Technology, INC.	AP		1,396.00
158577	3/18/2016	Sherwin Williams Co	AP		40.01
158578	3/18/2016	Natalie Sobalvarro	AP		150.00
158579	3/18/2016	Sorensens True Value	AP		651.11
158580	3/18/2016	Spriggs Inc	AP		9.50

Check No	Check Date	Name	Module	Void	Amount
158581	3/18/2016	Tulare Firestone	AP		1,055.05
158582	3/18/2016	Unique Glass	AP		478.44
158583	3/18/2016	United Textile	AP		160.55
158584	3/18/2016	Sabrina Wingate	AP		65.39
158585	3/18/2016	Elizabeth Schmidt	AP		65.39
158586	3/18/2016	Home Sweet Home Property Management	AP		76.92
158587	3/18/2016	James Maddox	AP		49.76
158588	3/18/2016	Samuel Jacquez Jr	AP		52.70
158589	3/18/2016	Blossom Valley Realty	AP		89.45
158590	3/18/2016	Samuel Sanchez	AP		19.26
158591	3/18/2016	Dusten and Tasha Bristow	AP		12.08
158592	3/18/2016	Sagouspe Commercial LLC	AP		71.17
158593	3/18/2016	Mariano Blancas	AP		27.91
158594	3/18/2016	Jason Conner	AP		31.40
158595	3/18/2016	Matilde Brito	AP		68.28
158596	3/18/2016	UC Construction	AP		85.12
158597	3/18/2016	Larry and Maria Phillips	AP		71.17
158598	3/18/2016	Colette and Greg Vaughn	AP		13.49
158599	3/18/2016	Arastou Jahangiri	AP		91.34
158600	3/18/2016	UC Construction	AP		87.25
158601	3/18/2016	UC Construction	AP		78.75
158602	3/18/2016	UC Construction	AP		78.75
158603	3/18/2016	Analilia Castaneda	AP		30.79
158604	3/18/2016	Home Sweet Home Property Management	AP		65.38
158605	3/18/2016	Marcos & Elvira Hedrick	AP		38.51
158606	3/18/2016	Amina Ahmadyar	AP		68.28
158607	3/18/2016	John McPherson	AP		22.14
158608	3/18/2016	Verizon Wireless	AP		173.11
158609	3/18/2016	Westside Veterinary Service, Inc.	AP		138.51
158610	3/18/2016	Young's Automotive	AP		200.49
158611	3/18/2016	Jeff Bondi	AP		10.21
158612	3/18/2016	Eric Espindola	AP		8.94
158613	3/18/2016	Ford Motor Credit Company LLC	AP		4,420.32
158614	3/18/2016	Ford Motor Credit Company LLC	AP		1,307.85
158615	3/18/2016	Pinnacle Medical Group	AP		538.00
158616	3/18/2016	Jana Sousa	AP		536.33
158617	3/18/2016	State Water Resources Control Board	AP		60.00
158618	3/18/2016	Westamerica Bank - Cafeteria Plan	AP		10.00
158619	3/24/2016	Allied Waste Services #917	AP		249,821.40
158620	3/24/2016	Chevron Usa Inc	AP		163.55
158621	3/24/2016	City of Los Banos Utility	AP		4,245.17
158622	3/24/2016	City of Los Banos Utility	AP		3,934.61
158623	3/24/2016	Tommy Flynn	AP		100.00
158624	3/24/2016	Ford Motor Credit Company LLC	AP		3,689.59
158625	3/24/2016	Carlos Granillo	AP		100.00
158626	3/24/2016	Mario Iniguez	AP		91.79
158627	3/24/2016	Merced County Area Agency on Aging	AP		91.00
158628	3/24/2016	Merced County Health Dept	AP		86.85
158629	3/24/2016	PG&E Company	AP		85,215.94
158630	3/24/2016	PERS - Public Employees	AP		80,778.60
158631	3/24/2016	Westamerica Bank - Cafeteria Plan	AP		49,087.43
158632	3/25/2016	Advanced Chemical Transport	AP		718.20
158633	3/25/2016	Alert-O-Lite, Inc.	AP		624.75
158634	3/25/2016	Alhambra	AP		134.98
158635	3/25/2016	Aramark Uniform Ser Inc	AP		457.40
158636	3/25/2016	AT&T	AP		959.28
158637	3/25/2016	Battery Systems, Inc.	AP		495.16

Check No	Check Date	Name	Module	Void	Amount
158638	3/25/2016	BMV Construction Group, Inc.	AP		77.00
158639	3/25/2016	Bruce's Tire Inc	AP		334.45
158640	3/25/2016	BSK Associates	AP		1,077.00
158641	3/25/2016	Anna Carrillo	AP		100.00
158642	3/25/2016	Cemex, Inc	AP		1,081.87
158643	3/25/2016	Central Valley Concrete Inc.	AP		458.52
158644	3/25/2016	Comcast	AP		212.10
158645	3/25/2016	Comcast	AP		420.00
158646	3/25/2016	Fastenal Company	AP		632.90
158647	3/25/2016	Federal Express	AP		35.12
158648	3/25/2016	Ferguson Enterprises Inc DBA Groeniger & Company	AP		621.79
158649	3/25/2016	Ferrellgas, Inc.	AP		76.58
158650	3/25/2016	Hach Company	AP		82.58
158651	3/25/2016	Lateba Halliman	AP		200.00
158652	3/25/2016	Noe & Guadalupe Hernandez	AP		70.00
158653	3/25/2016	Holt of California	AP		1,266.52
158654	3/25/2016	InfoSend Inc.	AP		5,632.29
158655	3/25/2016	JM Burns, Inc.	AP		16,857.22
158656	3/25/2016	Kimball Midwest	AP		359.27
158657	3/25/2016	KRC Safety Co. Inc.	AP		3,120.04
158658	3/25/2016	Lawson Products, Inc.	AP		270.90
158659	3/25/2016	Lehigh Hanson Heidelberg Cement Group	AP		731.55
158660	3/25/2016	Life Line Screening	AP		600.00
158661	3/25/2016	Los Banos Express Oil & Lube	AP		93.86
158662	3/25/2016	Lucas Business Systems	AP		70.19
158663	3/25/2016	Steve Macillas	AP		175.00
158664	3/25/2016	Marfab Inc	AP		267.85
158665	3/25/2016	McNamara Sports Inc	AP		3,217.54
158666	3/25/2016	Sandra Medina	AP		500.00
158667	3/25/2016	Merced Chevrolet Inc.	AP		704.97
158668	3/25/2016	Miracle Recreation Equipment Co.	AP		64,970.24
158669	3/25/2016	Napa Auto Parts	AP		2.07
158670	3/25/2016	North Central Laboratories	AP		212.02
158671	3/25/2016	O'Dell Engineering	AP		7,850.00
158672	3/25/2016	O'Reilly Auto Parts	AP		647.10
158673	3/25/2016	The Office City	AP		181.80
158674	3/25/2016	Zaida Orozco	AP		13.49
158675	3/25/2016	OSE	AP		579.88
158676	3/25/2016	Pacific Water Resources	AP		754.59
158677	3/25/2016	PAPE Machinery Inc.	AP		208.19
158678	3/25/2016	Pitney Bowes Inc	AP		453.60
158679	3/25/2016	Aurora Plancarte	AP		300.00
158680	3/25/2016	Provost and Pritchard Engineering, Inc.	AP		4,172.50
158681	3/25/2016	Rick's Auto Body	AP		5,066.94
158682	3/25/2016	Andrew Romero	AP		350.00
158683	3/25/2016	Scott Savage	AP		555.00
158684	3/25/2016	Diana Segura	AP		600.00
158685	3/25/2016	Sharpening Shop	AP		609.48
158686	3/25/2016	Sherwin Williams Co	AP		686.41
158687	3/25/2016	Snap On Tools	AP		253.69
158688	3/25/2016	Soares Lumber & Fence Inc	AP		24.84
158689	3/25/2016	Sorensens True Value	AP		1,000.02
158690	3/25/2016	Spriggs Inc.	AP		692.83
158691	3/25/2016	Sutter Shared Service Center	AP		250.00
158692	3/25/2016	Toscano Upholstery	AP		26.00
158693	3/25/2016	USA Blue Book	AP		1,507.04
158694	3/25/2016	Verizon Wireless	AP		1,548.92

Check No	Check Date	Name	Module	Void	Amount
158695	3/25/2016	WECO Industries, LLC	AP		2,636.49
158696	3/25/2016	Western Pacific Signal, LLC	AP		1,211.08
158697	3/25/2016	Jennifer Williams	AP		662.50
158698	3/25/2016	Windecker Inc	AP		696.22
158699	3/25/2016	Jerry Witt	AP		346.00
158700	3/25/2016	Young's Automotive	AP		595.90

Break in check sequence due to the following:
Check #158487 - 158506 (Payroll)

Total Void Check Count:	0
Total Void Check Amount:	0.00
Total Valid Check Count:	279
Total Valid Check Amount:	1,211,528.68
Total Check Count:	279
Total Check Amount:	1,211,528.68

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
MARCH 16, 2016**

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 p.m.

PLEDGE OF ALLEGIANCE: Acting Police Chief Reyna led the pledge of allegiance.

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria, Deborah Lewis, Scott Silveira, Elizabeth Stonegrove, Mayor Michael Villalta; Absent: None.

STAFF MEMBERS PRESENT: City Attorney Vaughn, Assistant City Clerk/Human Resources Technician Sousa, Interim City Manager Brizzee, Finance Director Williams, City Treasurer/Accountant I Brazil, Fire Chief Marrison, Senior Planner Elms, Public Works Director/City Engineer Fachin and Information Technology Director Spalding.

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

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; 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. DONALDA SOUSA, Los Banos, thanked Mayor Villalta for getting the weeds around town cleaned up, believes the corner across from the courthouse should be cleaned up as well, how lawns are not being kept up with regards to vacant homes for sale and particularly a vacant home for sale in her neighborhood and she wants to know what can be done about it, the property manager is not being responsive to her, City Code Enforcement has been awesome to help out in this situation, there is a broken window at a house in her neighborhood, how the City has an Ordinance in place and she believes it should be followed, City Code Enforcement is getting the same answer that she is from the property management company and something needs to be done. MARJIE KIRN, Merced County Association of Governments, wanted to address some of the issues that were discussed by several of the Council Members at the last City Council meeting regarding a proposed transportation measure and the Los Banos Bypass, Council Member Lewis is correct in stating that there will be opportunities in the coming weeks to speak on the proposed transportation plan, currently working with Interim City

Manager Brizzee to schedule a community workshop in mid April, offered to have a study session regarding the expenditure plan to address any questions or concerns the Council may have regarding the administration and implementation of the plan, in regards to the Los Banos Bypass Project she wanted to clarify that the Los Banos Bypass is still on MCAG's project list and has been in MCAG's Regional Transportation Plan for the last 20 years, the project remains a priority of the MCAG Governing Board and is a Tier 1 priority which means it's the highest priority it can be, the Los Banos Bypass is one of four projects which includes Los Banos Bypass Phase 1 and 2, the Livingston Freeway Project, and Campus Parkway, there was also some discussion at the last City Council meeting regarding the possibility of polling residents to see how they feel about the Los Banos Bypass, Council Member Lewis suggested this is a regional project and she is correct that it is under the purview of MCAG and Caltrans, MCAG can look at surveying the public if that's the desire of the Council, public outreach and gathering public information is part of the outreach and the job of MCAG and she wanted to offer that to the Council, looks forward to meeting with the Council with regards to the expenditure plan at a future meeting. BERTHA FARIA, Los Banos Chamber of Commerce, welcomed Michael Sanders and Golden State LED, the Country Duck and Joe Gutierrez State Farm Insurance to membership with the Los Banos Chamber of Commerce, tomorrow evening the Los Banos Golden Agers are having their monthly dinner and they will be serving corned beef and cabbage at the Community Center, Los Banos Rotary Crab Feed is being held on Friday at the Los Banos Fairgrounds, OLF Spring Gala will be held on Saturday at the Los Banos Fairgrounds, the NAACP Branch 12AA of Los Banos will present the stage play 7 Women 7 Stools at the Ted Falasco Art Center, the March Mixer will be held with The Office City celebrating their anniversary on Thursday, March 24th, the deadline for vendor entries for the Spring Street Faire is Friday, March 25th, the Chamber Board of Directors will meet on Wednesday, March 23rd at Country Waffles; MIKE BONILLAS, Los Banos, thanked the City for replacing the sign at his grandfather's field, spoke about how he recently started a drone aerial photography and data analysis company, would like to have an open conversation regarding bringing drones to Los Banos and believes it would benefit the City, how he just got back from Los Angeles and his pilot was hired by two media companies and will be on set with a movie there, can bring in the people and equipment, how the industry is getting ready to take off and drones will be flying all over and he wants to be the one to help the City get involved, CalPoly Pomona is the lead educator in drones and his company is in contact with them, he can give a demonstration if the City is interested, how the drones can fly over and see if someone is watering when they shouldn't be; ERIK LIMON, Republic Services, announced the Annual Spring Clean-up Day being held Saturday, April 16th between 7:00 a.m. and 2:00 p.m., please continue to recycle to help us reach our State mandated diversion goal, how as a Planning Commissioner he appreciates the Planning Commission Academy put on by City staff and has learned a lot, he is fortunate to be a part of the City; NAYELI GONZALEZ, Los Banos, Senior at Pacheco High School, invited everyone to the Shred-it fundraiser on Saturday, April 16th from 9:00 a.m. – 1:00 p.m., \$5 per paper copy box and all the money will go through Rotary toward Merced County's foster children and to collect 500 backpacks for foster children in the community.

No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Faria, seconded by Lewis to approve the consent agenda as follows: Check Register for #158206 – #158401 in the Amount of \$3,159,009.36; Minutes for the February 17, 2016 City Council Meeting; City Council Resolution No. 5731 – Authorizing the Release of Unclaimed Checks and Deposits Pursuant to California Government Code Section 50050 and 50053 to the City of Los Banos; City Council Resolution No. 5732 – Adopting a Revised Budget for the 2015-2016 Fiscal Year as it Pertains to Expenditures in the Fire Department's Vehicle Repair & Maintenance Account; City Council Resoluion No. 5733 – Awarding the Bid for the Purchase of One (1) Full Size One-Half ton Truck to Bonander Buick GMC in the Amount of \$29,281.55 and Authorizing the City Manager to Execute Documents Related to Purchase. The motion carried by the affirmative action of all City Council Members present.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF GENERAL PLAN AMENDMENT #2016-01, ZONE CHANGE #2016-01, AND AMENDMENT OF THE STONECREEK SOUTH AREA PLAN FOR SPRIG HAVEN FARMS LLC FOR THE AMENDMENT OF THE GENERAL PLAN DESIGNATIONS OF APROXIMATELY 21 ACRES CURRENTLY DESIGNATED AS NEIGHBORHOOD COMMERCIAL, PARK, AND MEDIUM DENSITY INTO COMMERCIAL, AND REZONE THE SAME PROPERTY FROM NEIGHBORHOOD COMMERCIAL (CN) TO HIGHWAY COMMERCIAL LOCATED ON WEST PACHECO BOULEVARD AND WEST OF BADGER FLAT ROAD, ASSESSOR'S PARCEL NUMBERS 430-010-004, 005 AND 430-010-040. Senior Planner Elms presented the report which included a PowerPoint.

Mayor Villalta inquired as to if there is a possibility for expansion and Senior Planner Elms stated there is plenty of room for expansion and the City would welcome that.

Mayor Villalta opened the public hearing, no one came forward to speak and the public hearing was closed.

Motion by Faria, seconded by Lewis, to waive the second reading of Ordinance No. 1143 – Amending the Official Zoning Map by Rezoning Property Located on Assessor's Parcel Numbers: 430-010-004, 005 and 040 from Neighborhood Commercial (C-N) to Highway Commercial (H-C). The motion carried by the affirmative action of all City Council Members present.

Motion by Faria, seconded by Lewis, to adopt Ordinance No. 1143 – Amending the Official Zoning Map by Rezoning Property Located on Assessor's Parcel Numbers: 430-010-004, 005 and 040 from Neighborhood Commercial (C-N) to Highway Commercial (H-C). The motion carried by the affirmative action of all City Council Members present.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ADOPTING AN ORDINANCE TO REGULATE AND CREATE A PROCESS FOR TEMPORARY USES ON PRIVATE PROPERTY IN THE CITY OF LOS BANOS. Senior Planner Elms presented the report which included a PowerPoint.

Council Member Silveira inquired as to how the City will enforce exempted uses such as yard sales, we're asking our staff to enforce another rule and we don't have the staff levels now to enforce these activities. City Attorney Vaughn spoke regarding yard sales and how it will be a simple registration process through City staff, if a resident decides to have a yard sale and the yard sale is unregistered the Code Enforcement Officer would have the ability to shut down the yard sale, the purpose is to track how many yard sales the property is having in a twelve month period, used an example of there being a number of temporary storage containers on properties but no way to regulate how long they've been there which poses a problem for Code Enforcement, these types of activities are the main complaints that Code Enforcement receives and there is currently no way of tracking or regulating activities like this, the philosophy and idea of the registration process is if you're not registered then you're out of compliance, staff visualizes the process as a simple form to register the activity.

Council Member Lewis referred to Section 9-3.3803 5a where the language refers to the number of registered yard sales a resident may have per twelve month period and how there is nothing that connects it to a person, which means that a person can have yard sales on someone else's property and have more than the allowed amount of sales.

Interim City Manager Brizzee stated the complaints received from a Code Enforcement standpoint usually surround a particular property having multiple yard sales and abusing their privilege to have yard sales, how there are complaints received regarding the customers visiting these yard sales not obeying traffic laws and upsetting neighbors in the area, staff is trying to address the quality of life in our neighborhoods.

Council Member Lewis referred to Section 9-3.3803 5e(ii) pertaining to sign placement and how she would like to see the word "similar" changed to "any" so that it would cover any public right of way, she wants to ensure the public is well informed on these changes.

Mayor Villalta inquired as to if there are any activities or designated uses the Council has control over such as a used car sale tent type of event and if those types of activities could be limited or eliminated. Senior Planner Elms stated the events being held would need to meet all the City requirements and obtain a permit, explained how City staff has distributed a Request for Proposals seeking a contracted Code Enforcement Officer and those services will be determined based on the type of proposal the City received, which may include weekend enforcement to help cover these types of activities being held. City Attorney Vaughn stated that even if the intent of the limitation is to protect the community, he is not sure any particular activity should be singled out because it can be a slippery slope when you start to limit activities.

Council Member Silveira inquired as to the amount the City pays when information is sent out to residents in the utility bills. Finance Director Williams stated the cost will depend on the flyer being double-sided, black/white or color, but generally the cost is around \$1,000.

Mayor Villalta opened the public hearing. KATHY BALLARD, Los Banos, what you've put together is awesome, likes that if someone does violate the policy there is

something to fall back on, concerned that some public events being held on private property may not be aware of this Ordinance and then advertise their events later to find out they should have obtained a permit, the Golden Ticket is an event every year that is put on at Christmas time, the Halloween event at Home Depot, not sure if the Chamber of Commerce has a list of events but she is aware of these events because she attends them. SENIOR PLANNER ELMS stated the City is repealing an existing section in the code right now regarding parking lot events and most of the events do check with the City to obtain the proper permits, the City will continue to publicly push the information out to the community. COUNCIL MEMBER STONEGROVE thanked City staff for working on this Ordinance, there is no possible way to catch every person that violates the Ordinance, having these guidelines laid out is better than being vague, we will have people who don't follow the Ordinance and don't get caught but that isn't a reason to not do it.

No one else came forward to speak and Mayor Villalta closed the public hearing.

Motion by Stonegrove, seconded by Faria, to waive the first reading of Ordinance No. 1144 – Repealing Article 38 Chapter 3 to Title 9 of the Los Banos Municipal Code and Enacting a New Article 38 Chapter 3 to Title 9 of the Los Banos Municipal Code Entitled Temporary Uses and making the change to the wording of Section 9-3.3803 5e(ii) to replace the word “similar” with “any” in reference to public facilities. The motion carried by the affirmative action of all City Council Members present.

Motion by Stonegrove, seconded by Faria, to introduce Ordinance No. 1144 – Repealing Article 38 Chapter 3 to Title 9 of the Los Banos Municipal Code and Enacting a New Article 38 Chapter 3 to Title 9 of the Los Banos Municipal Code Entitled Temporary Uses and making the change to the wording of Section 9-3.3803 5e(ii) to replace the word “similar” with “any” in reference to public facilities. The motion carried by the affirmative action of all City Council Members present.

LOS BANOS POLICE DEPARTMENT UPDATE – Acting Chief of Police Reyna presented the report, which included a PowerPoint.

ADVISEMENT OF PUBLIC NOTICES (No Report).

CITY MANAGER REPORT. The City is planning to hold a public workshop in mid April to discuss the ½ Cent Sales Tax Plan that MCAG is proposing to bring forth to the voters in November; thanked Acting Chief of Police Reyna for his presentation and stated that Proposition 47 has definitely been a game changer for law enforcement; asked Public works Director/City Engineer Fachin to speak briefly regarding the progress made in regards to the City's water quality. Public Works Director/City Engineer Fachin spoke about how he and another staff member have been to Merced several times to answer to the Grand Jury on the chromium issue, yesterday two Engineers from Höganäs flew in and got together with City staff, what is taking time is for the State to approve the protocol, the City is three years ahead on the issue but wants to get going as soon as possible, staff has chosen Well 14 located at 470 Birchwood Avenue and will put a trailer up on Friday, April 1st with a separate fencing enclosure for at least six months, would like to start the testing now and plans on talking

to the State about that, would like to see some results on the City's side so that we can work out any bugs that may be in the system, staff will start some testing of our own the first two weeks of April but the State protocol will not be ready to go, the City will put cameras up around the facility to protect the trailer, the State wants to test the Well that has the most challenges and staff believes Well 14 is the one. Council Member Silveira stated that when the trailer is set up he'd like to go out and check out the trailer. Public Works Director/City Engineer Fachin stated he will take anyone into the trailer who wants to see it, several radio and television stations want to come out and take pictures as well. Mayor Pro Tem Faria stated he is very pleased to see this, once the whole system gets up and running it would be a wonderful opportunity for local schools to get educated on the process. Public Works Director/City Engineer Fachin stated that thanks to a very close contact he has at UC Merced he's been scheduled to talk to a group regarding the issue, if the public would like more information the white paper can be found on the City's website in both English and Spanish.

CITY COUNCIL MEMBER REPORTS.

TOM FARIA: Happy St. Patrick's Day.

DEBORAH LEWIS: Happy St. Patrick's Day; thanked Acting Chief of Police Reyna for his presentation and the Police Department for all the service that they provide in the community, glad they're here to protect us and that we have such a wonderful group of men and women in our department; wanted to clarify the statement made by Marjie Kirn of MCAG during the public forum regarding her comments about the public hearings coming up, stated the reason she made the comments was because the Council was debating on whether or not they wanted to spend City money to research whether or not our community wanted a Bypass and her statement was not related to anything that MCAG was doing, wanted to make sure the public was clear on why she made that statement.

SCOTT SILVEIRA: Reminded everyone that the May Day Fair will be held Wednesday, April 27th through Sunday, May 1st, will provide an update on the events occurring in the grandstands at the next meeting.

ELIZABETH STONEGROVE: Thanked Acting Chief of Police Chief Reyna for his report; reminded everyone about the Spring Clean-up Saturday, April 16th; Happy St. Patrick's Day.

MAYOR MICHAEL VILLALTA: Loves when young people get involved in the community such as the Shred-it event on Saturday, April 16th sponsored by the Pacheco High School Interact Club and Los Banos Rotary, thank you High School Students for getting involved in this; Happy St. Patrick's Day; thank you to Acting Chief of Police Chief Reyna for the report tonight.

CLOSED SESSION – PUBLIC EMPLOYEE EMPLOYMENT, CITY MANAGER, PURSUANT TO GOVERNMENT CODE SECTION 54957. The Closed Session was not held.

ADJOURNMENT. Motion by Villalta, seconded by Stonegrove to adjourn the meeting at the hour of 9:04 p.m. to 8:30 a.m., Friday, March 25, 2016 in the Cesar Chavez Room, Martin Luther King Jr. Child Development Center, 1624 San Luis Street, Los Banos, California to Conduct a City Council Goals & Objectives Workshop.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Jana R. Sousa, Assistant City Clerk

CITY OF LOS BANOS
SPECIAL CITY COUNCIL MEETING MINUTES
MARCH 22, 2016

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 5:01 P.M.

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

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria, Deborah Lewis, Scott Silveira, Elizabeth Stonegrove, Mayor Michael Villalta; Absent: None.

STAFF MEMBERS PRESENT: City Clerk/Human Resources Director Mallonee, Interim City Manager Brizzee, Police Commander Reyna, Fire Chief Marrison, Information Technology Director Spalding, City Attorney Vaughn.

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

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; 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. Mayor Villalta opened the public forum. No one came forward to speak and the public forum was closed.

CLOSED SESSION – PUBLIC EMPLOYEE EMPLOYMENT – CITY MANAGER, PURSUANT TO GOVERNMENT CODE SECTION 54957. No reportable action.

ADJOURNMENT. The meeting was adjourned at the hour of 7:23 P.M.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

CITY OF LOS BANOS
ADJOURNED CITY COUNCIL MEETING MINUTES
MARCH 25, 2016

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 8:35 A.M.

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

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria (8:50 A.M.), Deborah Lewis, Scott Silveira, Elizabeth Stonegrove, Mayor Michael Villalta; Absent: None.

STAFF MEMBERS PRESENT: City Clerk/Human Resources Director Mallonee, Interim City Manager Brizzee, Acting Police Chief Reyna, Finance Director Williams, Fire Chief Marrison, Information Technology Director Spalding, Public Works Director/City Engineer Fachin, Assistant Fire Chief Hurley, Senior Planner Elms, Police Commander Hedden, Police Services Manager Geary.

CONSIDERATION OF APPROVAL OF AGENDA: Motion by Silveira, seconded by Stonegrove to approve the agenda as submitted. The motion carried by the affirmative action of all City Council Members present, Faria 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; 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. Mayor Villalta opened the public forum. No one came forward to speak and the public forum was closed.

CONDUCT A CITY COUNCIL GOALS & OBJECTIVES WORKSHOP. Interim City Manager Brizzee conducted the workshop.

ADJOURNMENT. The meeting was adjourned at the hour of 1:16 P.M.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members
FROM: Sonya Williams  Finance Director
DATE: April 6, 2016
SUBJECT: California Statewide Communities Development Authority (CSCDA) PACE Program
TYPE OF REPORT: Consent Agenda

Recommendation:

Staff recommends that the City Council adopt the attached Resolution consenting to the inclusion of properties within the territory of the City in the CSCDA Open PACE program.

Background:

On February 22, 2016 City Council and Staff received a letter requesting the City participate in the CaliforniaFIRST Property Assessed Clean Energy (PACE) Program. CaliforniaFIRST has teamed up with SolarCity to empower small and medium businesses to go solar without the high upfront costs. PACE is an innovative way for commercial property owners to pay for on-site renewable energy and energy-efficiency projects. PACE is enabled by state law, which requires the local government to opt into the program, in order to allow property owners into take advantage of the program. Therefore, the City will have to participate in the CSCDA to allow property owners to take advantage of all the PACE program has to offer.

CSCDA, the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy ("PACE") under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed two PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the

following programs are AllianceNRG Program™ and Renewable Funding LLC (administering CaliforniaFIRST).

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process. [Non-CSCDA Members need a resolution that also approves the CSCDA joint exercise of powers agreement.] There is no cost to approving the resolution [or becoming a member of CSCDA.]

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

Discussion:

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

The benefits to the property owner include:

- **Competition:** CSCDA Open PACE provides two options to property owners: AllianceNRG Program and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- **Eligibility:** In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have financing options available to them to lower their utility bills.
- **Savings:** Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- **100% voluntary:** Only property owners who choose to finance improvements will have assessments placed on their property.
- **Payment obligation can stay with the property:** Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.
- **Prepayment option:** The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- **Customer oriented:** Part of the success of the CSCDA Open PACE is prompt customer service.

- Favorable Terms: The economic terms of PACE financing will often be more favorable than other options.
- Not a personal loan or mortgage: The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

The benefits to the City include:

- Prequalified PACE Administrators. CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- Single Resolution. The City can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- Project Eligibility. The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic strengthening programs such as Mandatory Soft Story programs,
- Increase local jobs. Property improvements provide jobs in the local economy.
- Increase in housing prices. Updated and higher efficient homes are generally more valuable.
- Increase Revenue to the City. Property improvements result in an increase in sales, payroll and property tax revenue to the City.
- No City Obligation. As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the City/County has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- No City staff support required. All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators; AllianceNRG Program and Renewable Funding. No City staff time is needed to participate in CSCDA Open PACE.
- No internal management requirements. The City can provide access for its residents to CSCDA Open PACE without the higher staff costs that an independent program established by the City would require.
- Availability of Information on Projects Financed. The City may receive, at its option, periodic updates on CSCDA Open PACE projects that have been completed in their community.
- Demonstration of Community Commitment to the Environment. Participating in CSCDA Open PACE demonstrates the City's commitment to do everything in its power to improve the environment.

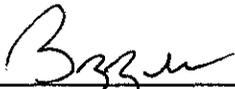
The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within our City to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure. [The resolution also approves becoming a member of CSCDA by approving the Joint Powers Agreement which adds the City as a Member of CSCDA.]

CSCDA (and not the city) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the Improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the county or city will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

Fiscal Impact:

There is no negative fiscal impact to the City's general fund by consenting to the inclusion of properties within the City limits in CSCDA Open PACE. All CSCDA Open PACE administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee, which is also collected on the property owner's tax bill.

Reviewed by:



Gary Brizzee
Interim City Manager

Attachments:

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS
CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY
OF THE CITY IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO
ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT
CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL
ASSESSMENTS WITHIN THE TERRITORY OF THE CITY; AND AUTHORIZING
RELATED ACTIONS**

WHEREAS, the California Statewide Communities Development Authority (the “Authority”) is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of Los Banos (the “City”); and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the “Programs”), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the “Improvements”) through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code (“Chapter 29”) within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are Alliance NRG and Renewable Funding LLC, and the Authority will notify the City in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property (“Participating Property Owners”) within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City’s official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the City will benefit from the availability of the Programs within the territory of the City and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the Finance Director of the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Account Clerks.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a “project” under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 6th day of April 2016, 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



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members

FROM: Stacy Souza Elms, Senior Planner *SEE*

DATE: April 6, 2016

SUBJECT: Professional Services for the Preparation of a Supplemental EIR for the City of Los Banos 2030 General Plan EIR and Budget Amendment

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council approves and authorizes the Interim City Manager to execute a Professional Service Agreement with EMC Planning Group Inc. for the preparation of a Supplemental Environmental Information Report (EIR) for the City of Los Banos 2030 General Plan EIR and amend the Fiscal Year 2015-2016 budget by increasing the appropriations limit for expenditures for the proposed project.

Background:

On July 15, 2009, the Los Banos City Council adopted the 2030 General Plan Update and certified the General Plan Update EIR. Section 5.4, Land Resources and the agricultural section of the EIR were prepared based upon incorrect data. The City desires to correct this error and amend the General Plan accordingly. This will require preparation of a Supplemental EIR, which will address agricultural resources only.

Discussion:

City staff emailed an informal Request for Proposal (RFP) to three (3) firms and received one (1) response back from EMC Planning Group Inc. Staff is satisfied with the submittal and recommends the City Council authorize the

Interim City Manager to execute a Professional Service Agreement for the preparation of a Supplemental EIR to the General Plan EIR to not exceed \$36,930.00.

The City Attorney has reviewed the attached Professional Service Agreement and has approved to form.

Fiscal Impact:

The impact would increase the General Fund in Fiscal Year 2015-2016 by \$18,465 to account 100-419-100-231 for Professional Services. The remainder of the contract will be completed in Fiscal Year 2016-2017 and \$18,465 will be included in the upcoming budget.

Reviewed by:

for Gary Brizze
Gary Brizze, Interim City Manager

for Sonya Williams
Sonya Williams, Finance Director

Om

Om

Attachments:

Resolution
Professional Service Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LOS BANOS
AUTHORIZING THE CITY MANAGER TO
EXECUTE A PROFESSIONAL SERVICE
AGREEMENT WITH EMC PLANNING GROUP
INC. FOR THE PREPARATION OF A GENERAL
PLAN AMENDMENT SUPPLEMENTAL EIR AND
ADOPTING A REVISED BUDGET FOR THE
FISCAL YEAR 2015-2016 AS IT PERTAINS TO
EXPENDITURES**

WHEREAS, an informal Request for Proposals for Planning Services for the preparation of a Supplemental Environmental Impact Report (EIR) for the City of Los Banos 2030 General Plan EIR was issued on November 17, 2015; and

WHEREAS, one (1) proposal was received from EMC Planning Group Inc.; and

WHEREAS, the City Council has considered the proposal from EMC Planning Group Inc. for the preparation of a Supplemental EIR for the City of Los Banos 2030 General Plan EIR; and

WHEREAS, the City Council of the City of Los Banos has been presented an amendment to the Fiscal Year 2015-2016 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 Fiscal Year by action to amend the budget; and

WHEREAS, the proposed increase of \$18,465 in expenditures for Professional Services account (100-419-100-231); and

WHEREAS, the funds are available for transfer from the General Fund Account;

WHEREAS, the proposed Professional Service Agreement has been reviewed and approved by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos as follows:

1. That the proposal of EMC Planning Group Inc., for the preparation of a Supplemental EIR for the City of Los Banos 2030 General Plan EIR, is hereby accepted, and the City Manager be and is hereby authorized and directed to execute an agreement in the form presented herewith for and on behalf of the City.

2. That the City Council of the City of Los Banos hereby amends the 2015-2016 Fiscal Year Budget to include an increase of \$18,465 to expenditures account 100-419-100-231.

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 6th day of April 2016, 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS BANOS AND
EMC PLANNING GROUP INC
[General Plan Amendment and
Supplemental EIR – Agricultural Resources - 2016]**

THIS AGREEMENT is made and entered into this ____ day of March 2016, by and between the City of Los Banos, California, a municipal corporation, ("City") and EMC Planning Group Inc., a California corporation, ("Consultant").

RECITALS

A. WHEREAS, City proposes to have Consultant perform the services described herein below; and

B. WHEREAS, in response to a Request for Proposals issued by the City, the Consultant has presented a proposal and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and,

C. WHEREAS, in accordance with the City's procurement procedures set forth in Title 3, Chapter 10, Article IV of the Los Banos Municipal Code the City has selected the Consultant as the best qualified and most responsive proposer to the City's informal request for proposals and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement; and

D. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

E. WHEREAS, City and Consultant desire to contract for specific services described below and desire to set forth their rights, duties and liabilities in the services to be performed; and

F. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **Term.** The term of this Agreement shall commence upon execution of this Agreement and City's issuance to Consultant a notice to proceed for all or a portion of the work and shall terminate upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, unless terminated earlier as set forth herein.

2. **Scope of Services.** Consultant shall diligently perform all the services described in consultant's proposal "Supplemental EIR Proposal – General Plan Amendment – Agricultural Resources" dated December 17, 2015 ("Proposal") attached hereto as **Exhibit A** and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.

Notwithstanding services described above, the City may request and Consultant may agree to perform other services. The scope of such services and compensation shall be agreed to in writing, signed by both parties and shall become a part of this Agreement.

2.1. All professional services shall be performed by Consultant or under Consultant's supervision. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Consultants in accordance with sound professional practices.

2.2 Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

3. **Compensation.** City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Project Cost Proposal "Budget" set forth in the Proposal attached hereto as **Exhibit A** and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, shall not exceed **\$36,930.00** without additional authorization from City.

3.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed and the specific Task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. No billing rate changes shall be made during the term of this Agreement without the prior written approval of City. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by the Project Administrator.

3.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City.

3.3 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, "Additional Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work – Optional Tasks shall be agreed to in writing, signed by both parties and shall become a

part of this Agreement. Compensation for Optional Tasks shall not exceed the amounts set forth in the Proposal.

4. **Time of Performance.** Time is of the essence in the performance of services under this Agreement. Consultant shall perform the services in accordance with the schedule set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The failure by Consultant to diligently perform all the services described in the Scope of Services may result in termination of this Agreement by City.

Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

5. **Contract Administration.** The City Manager shall have the authority to act for City under this Agreement. The City Manager or his authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. **Teri Wissler Adam** shall have the authority to act for Consultant under this Agreement.

6. **Project Managers.** City has designated **Stacy Souza Elms** as its Project Manager to work directly with Consultant in the performance of this Agreement. Consultant has designated **Richard James** as its Project Manager, who shall coordinate all phases of the Project. The Consultant's Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

7. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, reasonable attorney's fees, disbursements and court costs) of every kind and nature that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them in performance, or non-performance, of services under this Agreement.

Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from the active negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

8. **Insurance.** Without limiting Consultant's indemnification of City, and prior to commencement of work, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, a policy or policies of liability insurance of the type and amounts described below and in a form satisfactory to City.

A. **Certificates of Insurance.** Consultant shall provide certificates of insurance with original endorsements to City as evidence of the insurance coverage required herein. Insurance certificates must be approved by the City Attorney prior to commencement of performance or issuance of any permit. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement.

B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.

iii. **Automobile Liability Coverage.** Consultant shall maintain automobile insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000).

E. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Consultant's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits, by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City.

8.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

9. Nondiscrimination. In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

10. Independent Contractor. It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner

and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

10.1 The Consultant shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Consultant or any other person performing services under this Agreement. Consultant and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Consultant agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall become the exclusive property of City, and City shall have the sole right to use such materials in its discretion without further compensation to Consultant or any other party. Such documents shall include but not be limited to all brochures, forms, surveys, reports, studies, plans, maps, findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process. Any modification of said documents or reuse, other than for their intended purpose, by the City without the prior written approval of the Consultant will be at the sole risk of the City and without liability or legal exposure to Consultant.

Consultant shall retain all ownership and intellectual property rights over Consultant's proprietary intellectual property materials, which includes, but is not limited to, any and all code, applications, and designs that Consultant has already developed or that Consultant independently develops or licenses from a third party. Consultant's proprietary intellectual property is that intellectual property that Consultant reuses or intends to reuse for other Clients, tasks, and projects.

12. **Confidentiality/Information and Data.** The City shall provide to Consultant, without charge, all information such as; data, reports, lists, records, maps, photographs, and other information now existing, available, or which can be created within a reasonable period of time which may facilitate the timely performance of the work described (the "Data"). The City shall cooperate in a reasonable manner with Consultant in the carrying out of the work prescribed by this Agreement. The City shall provide the requested data within ten days of Consultant's

request. All Data provided to Consultant by City shall at all times remain the sole and exclusive property of City or its licensors, which shall retain all intellectual property rights therein.

Consultant shall use the Data only for the purpose of this Agreement, and shall make no use of the Data, in whole or in part, for any other purpose.

Nothing contained in this Agreement shall be construed as granting or conferring any rights, by license or otherwise, express or implied, in or to any patents, copyrights, trademarks, know-how, the Data, or other proprietary rights of either Party acquired before or after the date of this Agreement.

All City information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law.

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

14. **Conflict of Interest.** The Consultant or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, Consultant shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Consultant shall indemnify and hold harmless City for any and all claims for damages resulting from Consultant's violation of this Section.

Consultant represents that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

16. **Compliance with Laws, Rules, Regulations.** Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

To City:
Community and Economic Development Department
Attn: Stacy Souza Elms, Senior Planner
520 J Street
Los Banos, CA 93635

Courtesy copy to:
Los Banos City Manager
520 J Street
Los Banos, CA 93635

To Consultant:
EMC Planning Group Inc
301 Lighthouse Avenue
Monterey, CA 93940

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such notices to the other.

22. **Termination.** City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving written notice of such termination to Consultant. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. In the event of such termination, Consultant shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

23. **Attorneys' Fees.** In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

24. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Consultant's Proposal dated December 17, 2015, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern.

25. **Counterparts.** This Agreement may be executed on separate copies, any one of which need not contain signatures of more than one party but all of which taken together shall constitute one and the same Agreement. Signature pages transmitted by facsimile or email may be used in lieu of the originals for any purpose and shall have the same force and effect as an original.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

**EMC PLANNING GROUP, INC., a
California corporation**

Date:

**by:
title:**

**CITY OF LOS BANOS, a California
municipal corporation**

Date:

by: Gary Brizzee, Interim City Manager

**ATTEST:
CITY CLERK**

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn, City Attorney

EXHIBIT A



Planning for Success.

SUPPLEMENTAL EIR PROPOSAL

GENERAL PLAN AMENDMENT

Agricultural Resources

PREPARED FOR

City of Los Banos

December 17, 2015

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

301 Lighthouse Avenue Suite C Monterey California 93940 Tel 831-649-1700 Fax 831-649-8398
www.emcplanning.com

SUPPLEMENTAL EIR PROPOSAL

GENERAL PLAN AMENDMENT

Agricultural Resources

PREPARED FOR
City of Los Banos
Stacy Souza Elms, Senior Planner
520 J Street
Los Banos, CA 93635
Tel 209.827.7000 ext. 133

PREPARED BY
EMC Planning Group Inc.
301 Lighthouse Avenue, Suite C
Monterey, CA 93940
Tel 831.649.1799
Fax 831.649.8399
Teri Wissler Adam
wissler@emcplanning.com
www.emcplanning.com

December 17, 2015

This document was produced on recycled paper.



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I.0

INTRODUCTION

I.1 PROJECT UNDERSTANDING

Proposed Project

The proposed project consists of amendments to Chapter 5.0, Parks, Open Space, and Resources of the *City of Los Banos 2030 General Plan Update* to correct and update information associated with important farmlands (Section 5.4, Land Resources).

The Los Banos City Council adopted the general plan update and certified the general plan update EIR on July 15, 2009. Section 5.4, Land Resources and the agricultural section of the EIR were prepared based upon incorrect data. The City desires to correct this error and amend the general plan accordingly. This will require preparation of a supplemental EIR, which will address agricultural resources only.

The most recent important farmland map for the Los Banos vicinity is included as Figure 1.

I.2 PROJECT TEAM

EMC Planning Group will prepare the supplemental EIR. The project management team is presented below.

Teri Wissler Adam, Principal-in-Charge, EMC Planning Group

Teri joined the firm in 1991 and has been a principal since 2001. Her area of expertise is in CEQA and NEPA compliance, and Teri directs the NEPA and CEQA and compliance projects for the firm. Teri has been responsible for CEQA compliance a large variety of public and

1.0 INTRODUCTION

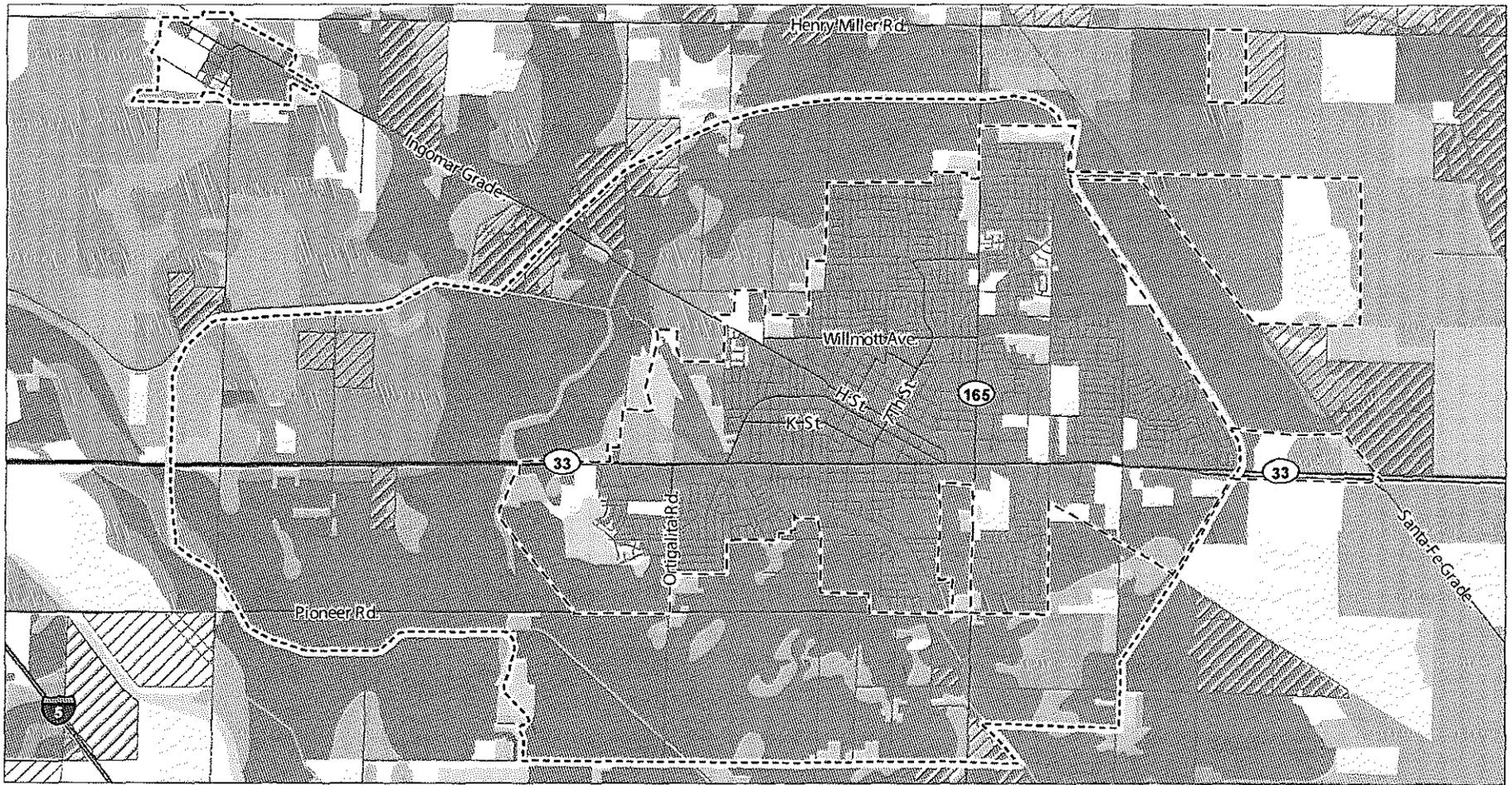
private development projects including general plans, specific plans, area plan, large mixed-use development plans including residential, commercial, and industrial projects; elementary, high school, and college campuses; medical facilities and health clinics; water and wastewater projects; roadway, bike path, and bridge projects; and other public facilities such as landfills, child development centers, and federal research facilities. Teri has also led NEPA and CEQA compliance projects for a multitude of private sector development projects. She has represented public clients throughout Monterey County, Santa Clara County, Merced County, San Luis Obispo County, San Mateo County, and as far south as Los Angeles County. Teri has a B.S. in Business Administration, with a minor in Environmental Management from California Polytechnic State University at San Luis Obispo.

Richard James, MUP, AICP, Principal and Project Manager, EMC Planning Group

Richard is a shareholder and joined the firm in 1998. His experience includes preparation of environmental documents, policy analysis, fee studies, ordinances, and community design standards, as well as municipal project management. His responsibilities include management of other staff, sub-consultants, project budgets, and schedules. He provides ongoing client contact as project manager, and also conducts research, writes, and edits documents. He served the City of Los Banos as contract staff for five years.

Richard has managed and prepared several dozen environmental documents analyzing a wide variety of projects and issues, including several school projects, and has also overseen the municipal end of processing CEQA project reviews. Richard has prepared CEQA documents for residential and commercial subdivisions and developments, annexations and area plans, golf courses, park and school facilities, and public works improvements, among others. His specific expertise includes air quality, climate change and energy conservation, alternative transportation, land use, water supply, and water quality.

Richard has a B.S. in Ornamental Horticulture from California Polytechnic State University at San Luis Obispo and earned his Master of Urban Planning from San Jose State University. He is also a certified planner through the American Planning Association.



- | | | | |
|---------------------|--------------------------------------|---|-----------------------------------|
| City Limits | Prime Farmland (P) | Nonagricultural and Natural Vegetation (nv) | Williamson Act - Mixed Enrollment |
| Sphere of Influence | Farmland of Statewide Importance (S) | Semi-Agricultural and Rural Commercial Land (sAC) | Williamson Act - Non-Renewal |
| | Unique Farmland (U) | Vacant or Disturbed Land (V) | |
| | Farmland of Local Importance (L) | Rural Residential Land (R) | |
| | Grazing Land (G) | Urban and Built-Up Land (D) | |
| | Confined Animal Agriculture (CI) | Water (W) | |

Source: Farmland Mapping Monitoring Program 2014, California Department of Conservation 2013, Merced Data Special Services 2015

Figure 1
Important Farmland

City of Los Banos General Plan Amendment



0 1.0 mile



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2.0 SCOPE OF WORK

The following scope of work is based on EMC Planning Group's current understanding of the City's needs for the proposed project. The scope of work can be readily refined as needed to ensure that the City's needs are fully addressed. The following tasks are proposed:

2.1 PROJECT MANAGEMENT

- Issues scoping, project team coordination, and administration.
- Provide CEQA consultation and management services for the City of Los Banos.
- Conduct internal team meetings.
- Provide regular email progress reports to City staff.
- Initiate and manage subconsultants.

2.2 MEETINGS AND TELEPHONE CONFERENCES

- Prepare for and facilitate a kick-off meeting with City staff and scoping meeting as required by CEQA Guidelines section 15082.
- Facilitate a phone conference with City staff to discuss staff comments on administrative draft SEIR.

2.0 SCOPE OF WORK

- Facilitate a phone conference with City staff to discuss staff comments on the response to comments.
- Facilitate up to two additional telephone conferences to discuss progress, data needs, schedule, and outstanding issues.

Assumptions

- City staff will arrange the time and place for the scoping meeting. EMC Planning Group will facilitate the meeting.
- One meeting, including the combined kick-off meeting and scoping meeting, and up to two telephone conferences are budgeted. Additional meetings and/or telephone conferences may require a contract amendment.

2.3 PREPARE THE GENERAL PLAN AMENDMENT

- Obtain a Word version of the general plan. If one is not available, Section 5.4, Land Resources will be retyped.
- Review Section 5.4, Land Resources, of the general plan and identify what data and figures need to be corrected and or updated.
- Prepare the proposed amendment in Track Changes (with strike-through and underlined text) for review and approval by City staff.
- Revise the proposed amendment in response to City staff comments.

Deliverables

- Draft and final general plan amendment (electronic).

Assumptions

- Once the project description is approved by City staff, changes in the project description may require a contract amendment.
- City staff is preparing all required CEQA notices and distributing the notices and SEIR documents.
- One round of City staff comments will be provided on the draft general plan amendment with a consolidated list of requested changes provided.

2.4 ADMINISTRATIVE DRAFT SEIR

- Review all responses to the notice of preparation to ensure that all relevant concerns raised are addressed in the administrative draft SEIR. Responses to all relevant concerns will be included in the SEIR.
- Correspond with City staff, as well as responsible, trustee, and other affected agencies to ensure that all potentially significant issues are addressed in the administrative draft SEIR. The intent of this coordination is to ensure that responsible, trustee, and affected agencies have the opportunity for input prior to the preparation of the administrative draft SEIR.
- Prepare the administrative draft SEIR. The SEIR will include the following major sections:
 - Executive summary;
 - Introduction;
 - Project description;
 - Environmental setting, project analysis, and impacts and mitigation measures for agricultural resources;
 - Discussion of growth inducement, cumulative impacts, and irreversible changes, resulting from project implementation;
 - Evaluation of up to one (31) alternative to the proposed project (the No Project alternative); and
 - Identification of the SEIR preparers, persons contacted, and references consulted.
- Print and deliver the administrative draft SEIR to City staff for review and comment.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the administrative draft SEIR.

Assumptions

- City staff will distribute the administrative draft SEIR for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated set of comprehensive comments will be prepared by the City that identifies specific questions and/or revisions required prior to the public circulation and review of the draft SEIR.

2.5 PUBLIC REVIEW DRAFT SEIR

- Revise administrative draft SEIR to incorporate City staff comments.
- Produce draft SEIR.

Deliverables

- Twenty-five (25) hard copies and twenty-five (25) CDs of the draft SEIR.

Assumptions

- City staff will prepare notices and distribute documents.

2.6 RESPONSE TO COMMENTS

- Obtain and create a comprehensive list of comments received. Confirm with City staff that all comments have been forwarded to EMC Planning Group.
- Evaluate comments received during the public review period. Number comment letters and comments within each letter.
- Prepare draft response to comments for review and comment by City staff.
- Print and deliver the draft response to comments, along with the numbered comment letters, to City staff.
- Conduct a phone conference with City staff to discuss comments and responses.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the draft response to comments.

Assumptions

- City staff will distribute the draft response to comments for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required to prepare the administrative final SEIR.

- Associated budget assumes a total level of effort of no more than 20 hours to response to comments.
- Associated budget assumes no new analysis is required to address comments.

2.7 ADMINISTRATIVE FINAL SEIR

- Prepare administrative final SEIR as a separate document (from the draft SEIR) including a revised summary section, a list of all agencies and individuals commenting on the draft SEIR, comments received during the public review period for the draft SEIR, responses to those comments, and changes to the draft SEIR.
- Print and deliver to City staff for review and comment.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the administrative final SEIR.

Assumptions

- City staff will distribute the administrative final SEIR for review by the appropriate City departments and will coordinate preparation of the City's comments. One integrated, comprehensive set of comments will be prepared that identifies specific questions and/or revisions required.

2.8 FINAL SEIR

- Revise administrative final SEIR to incorporate City staff comments.

Deliverables

- Twenty-five (25) hard copies and twenty-five (25) CDs of the final SEIR and mitigation monitoring program.

Assumptions

- City staff will distribute documents.

2.9 PUBLIC HEARINGS

- EMC Planning Group will attend and make a presentation on the CEQA process and key findings at one (1) public hearing for certification of the final SEIR and adoption of the general plan amendment.

2.10 OPTIONAL TASKS

Optional Task 1 – Notice of Preparation

EMC Planning Group will prepare draft and final versions of the Notice of Preparation and distribute it to the State Clearinghouse. EMC Planning Group will also prepare related notices including the draft and final Notice of Completion and Summary Form.

Optional Task 2 – Draft SEIR Noticing and Distribution

EMC Planning Group will prepare a Notice of Completion and submit the Draft SEIR to the State Clearinghouse. EMC Planning Group would also distribute the Draft SEIR to local agencies and interests based on a distribution list to be provided by the City.

Optional Task 3 – CEQA Findings

EMC Planning Group will prepare the CEQA findings and statement(s) of overriding considerations as required by CEQA Guidelines section 15091 (Findings) and 15093 (Statement of Overriding Consideration), in the format used by the City for review by City staff and the City attorney.

Optional Task 4 – Additional Meetings/Public Hearings

Additional meetings and/or public hearings can be attended at the request of City staff.

3.0

BUDGET AND SCHEDULE

3.1 BUDGET

The budget is presented on the following page and is based upon up to a nine-month schedule. If the schedule is expanded beyond nine months due to circumstances beyond the control of the EMC Planning Group consulting team, a contract amendment may be necessary.

3.2 SCHEDULE

The final supplemental EIR and general plan amendment would be completed for City Council consideration within nine months.

3.0 BUDGET AND SCHEDULE

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Los Banos General Plan Amendment Supplemental EIR Budget

Task	EMC Planning Group Inc.						Total Hours	Total Cost
	Sr. Principal	Principal	Senior Planner	Assistant Planner	Graphics	Admin/Production		
Staff								
Billing Rate (Per Hour)	\$210.00	\$200.00	\$155.00	\$110.00	\$105.00	\$95.00		
Project Management	2	8	0	0	0	0	10	\$2,020.00
Meetings/Phone Conferences	0	14	0	0	0	0	14	\$2,800.00
General Plan Amendment	0	4	0	10	4	0	18	\$2,320.00
Admin Draft EIR	4	35	0	32	10	6	87	\$12,980.00
Public Review Draft EIR	1	8	0	4	1	6	20	\$2,925.00
Response to Comments	1	18	0	18	0	4	41	\$6,170.00
Administrative Final EIR	1	4	0	8	1	5	19	\$2,470.00
Final EIR	1	2	0	4	0	3	10	\$1,335.00
Public Hearing	0	8	0	0	0	0	8	\$1,600.00
Subtotal (Hours)	10	101	0	76	16	24	Total Hours	Total Cost
Subtotal (Cost)	\$2,100.00	\$20,200.00	\$0.00	\$8,360.00	\$1,680.00	\$2,280.00	227	\$34,620.00

Additional Costs	
Production Costs	\$1,600.00
Travel Costs	\$200.00
Postal/Deliverables	\$200.00
Miscellaneous	\$100.00
Administrative Overhead 10%	\$210.00
Total	\$2,310.00

Total Costs	\$36,930.00
--------------------	--------------------

OPTIONAL TASKS	
Notice of Preparation	\$3,000.00
Draft EIR Noticing/Distribution	\$1,800.00
CEQA Findings	\$3,000.00
Additional Meetings/Hearings	*

*Per hour based on hourly rates

3.0 BUDGET AND SCHEDULE

This side intentionally left blank.



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: April 6, 2016

SUBJECT: Fiscal Year 2015-2016 Landscape & Lighting Districts #11 and #17
Budget Amendment

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution approving the Budget Amendment to increase expenditures for Landscape & Lighting Districts #11 and #17 for Fiscal Year 2015-2016.

Background:

The City of Los Banos approved appropriations for the 2015-2016 Fiscal Year Budget for Landscape and Lighting Districts revenue and expenditures in June 2015.

Discussion:

Recently, subdivisions with undeveloped lots have had vandalism and destruction of many existing street lights. Funds will be needed to repair these street lights in Landscape & Lighting District #11 (Meadowlands) and District #17 (Stone Creek) that were not previously budgeted in the 2015-2016 Fiscal Year Budget.

Fiscal Impact:

This amendment will increase Landscape & Lighting District #11 expenditures in account number 281-458-200-753 by \$28,000 and increase Landscape & Lighting District #17 expenditures in account number 287-458-200-753 by \$22,000.

Reviewed by:

Gary Brizzee

Gary Brizzee, Interim City Manager

Sonya Williams

Sonya Williams, Finance Director

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS BANOS AMENDING THE
FISCAL YEAR 2015-2016 BUDGET BY
INCREASING APPROPRIATIONS IN FUNDS
OF THE LANDSCAPE & LIGHTING DISTRICTS
#11 AND #17 FOR STREET LIGHT REPAIRS**

WHEREAS, the City Council of the City of Los Banos has been presented a proposal to increase the appropriations in the 2015-2016 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 Fiscal Year by action to amend the budget; and

WHEREAS, the proposed Landscape & Lighting District # 11 budget increases expenditures of \$28,000 for account 281-458-200-753; and

WHEREAS, the proposed Landscape & Lighting District # 17 budget increases expenditures of \$22,000 for account 287-458-200-753; and

WHEREAS, the proposed budget amendment increase of Landscape & Lighting Districts #11 and #17 expenditures has been reviewed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos hereby approves an increase to the appropriation amount for expenditures within Landscape & Lighting Districts #11 and #17, and amends the 2015-2016 Fiscal Year Budget to include an increase of \$28,000 in expenditures for account 281-458-200-753, and an increase of \$22,000 in expenditures for account 287-458-200-753.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of April 2016, 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



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: April 6, 2016
SUBJECT: Construction Contract for Jo-Lin Sewer Lift Station Rehabilitation
TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution awarding the Jo-Lin Sewer Lift Station Rehabilitation construction project contract to RTC Construction Management Inc., and authorize the Public Works Director/City Engineer to execute the construction Contract Agreement in the amount of \$215,602.90. Staff is requesting a 20% contingency of \$43,000.00. The administration of this contract, including the 20% contingency, is to be performed by the Public Works Director/City Engineer.

Discussion:

The City of Los Banos adopted the Wastewater Distribution System Master Plan in 2010. One of the planned infrastructure improvements for phase 2 (years 2016-2020) is the rehabilitation and replacement of wastewater lift stations. Staff has identified the Jo-Lin sewer lift station for rehabilitation. The Jo-Lin lift station pumps have deteriorated, the pipe columns are corroded, replacement parts are difficult to locate, and the result is a station prone to repeated failures. Sewer system overflows, referred to as SSO's, have occurred requiring reporting to the California Regional Water Quality Control Board. Fortunately, staff has been able to recover the SSO and avert an illicit water discharge into natural waterways, thus avoiding potential fines by the Board.

The Public Works Department enlisted the services of our consultant, Provost and Pritchard, to design the project. Once the design was ready, staff released the project for advertisement on Friday, January 29, 2016. The bid opening was held on Tuesday, March 1, 2016. The Public Works Department, through the office of the City Clerk, received seven (7) bids from the following contractors:

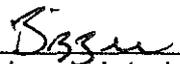
Rolfe Construction Company	Atwater	\$290,893.00
RTC Construction Management, Inc.	Merced	\$215,602.90
JT2 Inc., dba Todd Companies	Visalia	\$260,046.00
GSE Construction Company, Inc.	Livermore	\$573,499.00
Howk Systems	Modesto	\$264,266.00
TNT Industrial Contractors, Inc.	Sacramento	No Bid Amount Listed
Pacific Infrastructure Corporation	Pleasanton	\$264,457.00

Staff reviewed each of the bid proposals and RTC Construction Management, Inc. has provided the lowest responsive and responsible bid for the project. Staff is recommending RTC Construction Management, Inc. be awarded the contract for the construction of the Jo-Lin Sewer Lift Station Rehabilitation. The project is a rehabilitation of an existing facility. As such, staff is recommending that the contingency be set at twenty percent (20%).

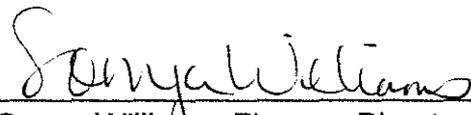
Fiscal Impact:

Funds for this project have been programmed into the rates from customers. The project has been budgeted in account 502-432-100-739 of the 2015-2016 fiscal year budget.

Reviewed by:



 Gary Brizzeé, Interim City Manager



 Sonya Williams, Finance Director

Attachments:

- Resolution
- Bid Opening Sheet
- Public Notice
- Contract Agreement
- 2015-2016 Fiscal Budget Sheet

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING AWARD OF
CONSTRUCTION CONTRACT FOR JO-LIN
SEWER LIFT STATION REHABILITATION**

WHEREAS, the City of Los Banos Public Works Department received competitive bids on March 1, 2016 for the purpose of rehabilitating the Lo-Lin Sewer Lift Station in the City of Los Banos; and

WHEREAS, the Public Works Department has determined, after receiving competitive bids, that RTC Construction Management, Inc. provided the lowest responsive and responsible bid in the amount of \$215,602.90; and

WHEREAS, the Public Works Department requests the City Council authorize a 20% contingency in the amount of \$43,000.00; and

WHEREAS, the Public Works Department requests the City Council authorize the Public Works Director/City Engineer to execute the Construction Contract Agreement with RTC Construction Management, Inc. and authorize the Public Works Director/City Engineer to administrate the Construction Contract including the 20% contingency.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept and award the construction bid of RTC Construction Management, Inc. in the amount of \$215,602.90 with a 20% contingency in the amount of \$43,000.00, authorizes the Public Works Director/City Engineer to execute the Construction Contract Agreement, and authorizes the Public Works Director/City Engineer to administrate the Construction Contract including the 20% contingency.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of April 2016, 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

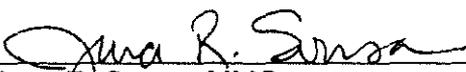


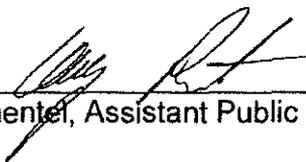
City of
Los Banos
At the Crossroads of California

BID OPENING

CONSTRUCTION OF
JO LIN SEWER LIFT STATION REHABILITATION
TUESDAY, MARCH 1, 2016 @ 2:00 PM

1.	Rolfe Construction	\$290,893.00
2.	RTC Construction Management, Inc.	\$215,602.90
3.	JT2 Inc., dba Todd Companies	\$260,046.00
4.	GSE Construction Co., Inc.	\$573,499.00
5.	Howk Systems	\$264,266.00
6.	TNT Industrial Contractors, Inc.	No Bid Amount Listed
7.	Pacific Infrastructure Corp.	\$264,457.00

Signed:  Dated: March 1, 2016
Jana R. Sousa, MMC
Assistant City Clerk/Human Resources Technician

Signed: 
Greg Pimentel, Assistant Public Works Director

Advertisement for Bids

CITY OF LOS BANOS
520 J Street
Los Banos, California 93635

Notice is hereby given that separate sealed bids for the award of contract for the **Construction of Jo-Lin Sewer Lift Station Rehabilitation** will be received by the City of Los Banos at the office of the City Clerk until 2:00 p.m. Pacific Standard Time, March 1, 2016 and then at said office publicly opened and read aloud.

The major WORK consists of the rehabilitation of an existing sanitary sewer lift station located at 2088 Greenbriar Drive, in the City of Los Banos. Improvements will include the removal of existing electrical controls and conduit, lift station pumps and appurtenances; the installation of submersible pumps and appurtenances, onsite piping, electrical service and motor control center, reconfiguration of existing wet well bottom, installation of protective lining to existing wet well, temporary sewer bypass pumping as required and removal and replacement of curb, gutter, sidewalk and asphalt above proposed underground improvements.

The time for completion shall be One Hundred Ten (110) working days from Owner's Notice to Proceed.

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org and at the following locations:

Central California Builders Exchange, 1244 N. Mariposa, Fresno, CA 93703 (www.cencalbx.com)

Builders Exchange of Stockton, 7500 N. West Lane, Stockton, CA 95210 (www.besonline.com)

Valley Builders Exchange, Inc., 1118 Kansas Avenue, Modesto, CA 95351 (www.valleybx.com)

Builders Exchange of Merced/Mariposa, 415 West 18th Street, Ste. 7, Merced, CA 95340 (www.bxmm.org)

Dodge Data & Analytics 1-800-393-6343 (www.construction.com/plans/)

A payment bond prepared and executed in accordance with California Civil Code Section 3247 and a bond for faithful performance of the contract will be required of the successful bidder who is awarded the contract.

The successful Bidder must comply with the latest general prevailing rate of per diem wages as determined by the Director of Industrial Relations, State of California, Department of Industrial Relations and is to be paid to the various craftsmen and laborers required to construct said improvements and is made a part of the Specifications and Contract for said work to which reference is hereby made for further particulars.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor Registration Information can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Each Bid shall be accompanied by cashier's or certified check or by a bidder's bond, made payable to the City of Los Banos and executed by a corporate surety licensed to issue surety bonds in the State of California, for an amount equal to at least ten percent (10%) of the amount of said bid and no bid shall be considered unless such cashier's or certified check or bidder's bond is enclosed therewith.

The successful bidder of this project shall have the following current and active California State Contractor's License at the time of the submission of the Bid and throughout the duration of the contract: **Class A.**

The lift station will be opened for examination by prospective Bidders between 10 a.m. and 11 a.m. on Thursday, February 11, 2016.

Bidders shall refer to the Contract Document's Information for Bidders for complete instructions.

Bidders are solely responsible for the cost of preparing their Bids.

The City specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects, in bidding not involving time, or quality of the work. The City may reject any and all Bids and waive any minor irregularities in the Bids.

Agreement

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between the **City of Los Banos, a California municipal corporation** ("OWNER") and **RTC Construction Management, Inc., a corporation** ("CONTRACTOR").

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. WORK. CONTRACTOR shall complete the WORK indicated in OWNER's Contract Documents entitled "**Jo-Lin Sewer Lift Station Rehabilitation.**"

The WORK is generally described as follows:

- Rehabilitation of an existing sanitary sewer lift station. Improvements will include the removal of existing electrical controls and conduit, lift station pumps and appurtenances; the installation of submersible pumps and appurtenances, onsite piping, electrical service and motor control center, reconfiguration of existing wet well bottom, installation of protective lining to existing wet well, temporary sewer bypass pumping as required and removal and replacement of curb, gutter, sidewalk and asphalt above proposed underground improvements.
- CONTRACTOR shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the WORK described herein.

2. CONTRACT TIME. The CONTRACTOR shall commence the WORK required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED. Time for completion is 110 working days.

3. LIQUIDATED DAMAGES. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the WORK is not completed within the time specified in Paragraph 3 herein, plus any extensions thereof allowed in accordance with Paragraph 21, Time for Completion and Liquidated Damages, of the General Provisions. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the WORK is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Eight Hundred Dollars (\$ 800.00) for each day that passes after the time specified in Paragraph 3 herein.

4. CONTRACT PRICE. OWNER shall pay CONTRACTOR for completion of the WORK in accordance with the Contract Documents in current funds the amount set forth in the Bid Schedule(s). The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the unit and lump sum prices set forth in the Bid Schedule(s).

5. PAYMENT PROCEDURES. CONTRACTOR shall submit Applications for Payment in accordance with Paragraph 24, Progress Estimates, of the General Provisions. Applications for Payment will be processed by OWNER as provided in the General Provisions.

6. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the WORK consist of this Agreement and the following attachments to this Agreement:

- (A) Advertisement for Bids
- (B) Information for Bidders
- (C) Bid
- (D) Bid Bond
- (E) Agreement
- (F) Payment Bond
- (G) Performance Bond
- (H) Notice of Award
- (I) Notice to Proceed
- (J) Change Order
- (K) General Provisions
- (L) Special Provisions
- (M) Technical Specifications prepared by Provost & Pritchard entitled "Jo-Lin Sewer Lift Station Rehabilitation", dated January 15, 2016.
- (N) Drawings prepared by Provost & Pritchard numbered C-1 through C-11.

There are no Contract Documents other than those listed in this Paragraph 6. The Contract Documents may only be amended by Change Order as provided in Paragraph 19, Changes in the Work, of the General Provisions.

7. MISCELLANEOUS.

A. Terms used in this Agreement which are defined in Paragraph 1 of the General Provisions will have the meanings indicated in the General Provisions.

B. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

C. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

D. The Laws of the State of California shall govern this Agreement. Venue is Merced County. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

E. All bids become property of the OWNER. All bids, including the accepted bid and any subsequent contract become public records per the requirements of the California Government Code, Sections 6250-6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful bid are not consider proprietary information. The OWNER will treat all information submitted in a bid as available for public inspection once the OWNER has selected a contractor. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your bid, you must identify any such information,

together with the legal basis of your claim in your bid. In order for the OWNER to assess confidentiality of any such information on your behalf, you must request, execute and submit an OWNER-prepared written agreement to defend and indemnify the OWNER for any liability, costs, and expenses incurred in asserting such confidentiality as part of your bid. The final determination as to whether the OWNER will assert your claim of confidentiality on your behalf shall be sole discretion of the OWNER.

F. This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

G. If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have caused this Agreement to be executed the day and year first above written.

Date

By: _____
Authorized Representative of OWNER

Title: _____

ATTEST:

Lucille L. Mallonee
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

Date

By: _____
Authorized Representative of
CONTRACTOR

Title: _____

(Seal if Corporation)

(Attach Acknowledgement for Authorized Representative of Contractor)

Certificate of Contractor

I, _____
(Name)

certify that I am a/the _____
(Title)

designate sole proprietor, partner in partnership, or corporate officer with Contractor License
Number _____ in the entity named as CONTRACTOR in the foregoing

AGREEMENT. I hereby expressly certify that the name of the entity to which I am associated is

(Company Name)

that this entity is in good standing and has complied with all applicable laws and regulations,
and that I have been expressly authorized by the proper parties in this entity to execute the
Agreement on behalf of the above-named entity.

ATTEST:

Signature: _____

This form must be acknowledged before a Notary Public. The acknowledgement must be attached.

City of Los Banos
Wastewater Collection
2015-2016

Account Number	Description	2012-2013 Actual	2013-2014 Actual	2014-2015 Projected	2015-2016 Adopted
502-432-100-101	Salaries	342,467	325,859	337,322	345,124
502-432-100-102	Part Time	3,039	3,031	4,000	3,125
502-432-100-103	Overtime	11,346	10,376	13,000	18,000
502-432-100-120	Benefits	276,156	281,152	293,354	315,090
	Personnel Services	633,008	620,418	647,676	681,339
502-432-100-202	Fleet Repair & Maintenance	26,464	25,000	25,000	25,000
502-432-100-203	Equipment Repair & Maintenance	8,829	9,845	15,000	15,000
502-432-100-204	Fleet Services	15,713	17,000	30,111	30,904
502-432-100-205	Facility Maintenance	713	800	1,500	1,500
502-432-100-206	Property Lease	2,946	2,946	3,000	3,000
502-432-100-208	Rental - Vehicles & Equipment	5,393	3,824	12,000	30,000
502-432-100-231	Professional Services	291	4,563	200	41,000
502-432-100-235	City Engineer	0	17,173	12,500	24,000
502-432-100-236	Medical Services	380	523	1,600	1,600
502-432-100-237	Recruitment	145	0	500	500
502-432-100-238	Technical Services	6,350	5,358	2,000	5,000
502-432-100-240	I.T.Services	3,967	4,991	6,932	6,696
502-432-100-250	Insurance	8,936	13,552	13,645	15,688
502-432-100-251	Memberships & Dues	140	206	300	300
502-432-100-252	Communications	1,868	1,294	1,700	1,800
502-432-100-253	Advertising	0	0	50	100
502-432-100-256	Permits, Fees & Charges	130,909	190,574	135,000	135,000
502-432-100-257	Travel & Training	765	556	1,500	1,500
502-432-100-259	Community Promotion	0	0	0	500
502-432-100-260	Office Supplies	1,306	1,006	1,200	1,200
502-432-100-262	Uniform Expenses	1,990	2,803	3,000	3,000
502-432-100-264	Electricity & Gas	54,112	57,785	60,000	64,200
502-432-100-265	Gasoline & Oil	15,877	21,000	19,000	17,000
502-432-100-267	General Materials & Supplies	27,892	35,468	30,000	40,000
	Supplies & Services	314,986	416,267	375,738	464,488
502-432-100-710	Land Purchase	0	0	0	10,000
502-432-100-714	Storm Drain Improvement	258,290	190,553	70,000	0
★ 502-432-100-739	Master Plan	0	0	438,000	1,590,000 ★
502-432-100-753	Specialized Equipment	39,768	34	196,828	0
502-432-100-770	Computer Equipment	0	1,488	0	0
	Capital Outlay	298,059	192,075	704,828	1,600,000
502-432-100-825	Wastewater Charge Out	(5,287)	(4,436)	0	0
	Charge Ins - Outs	(5,287)	(4,436)	0	0
	Wastewater Collection	\$1,240,766	\$1,224,324	\$1,728,242	\$2,745,827



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and Council Members

FROM: Stacy Souza Elms, Senior Planner *SE*

DATE: April 6, 2016

SUBJECT: Wolfsen License Agreement

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopt the Resolution authorizing the Mayor to execute a License Agreement between the City of Los Banos and Taylor Wolfsen for the purpose of affixing a historical mural at 1048 Sixth Street.

Discussion:

On December 19, 2012, the Los Banos City Council adopted Resolution 5455 establishing the Los Banos History Mural Program. The Los Banos Economic Advisory Commission (EDAC) has raised funds to create historical themed murals for downtown. The first mural location selected by EDAC is the southwestern facing wall of the building located at 1048 Sixth Street. Taylor Wolfsen is the owner of the building and has agreed to the installation of a mural at this location.

The City Attorney has reviewed the attached License Agreement and has approved to form.

Reviewed by:

for Gary Brizzee
Gary Brizzee, Interim City Manager
Gm

Attachments:

Resolution
License Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING THE
MAYOR TO EXECUTE A LICENSE AGREEMENT
BETWEEN THE CITY OF LOS BANOS AND
TAYLOR WOLFSEN FOR THE PURPOSE OF
AFFIXING A HISTORICAL MURAL TO 1048
SIXTH STREET**

WHEREAS, on December 19, 2012, the City Council of the City of Los Banos adopted Resolution 5455 establishing the Los Banos History Mural Program; and

WHEREAS, the Los Banos Economic Development Advisory Commission has selected a historical theme for a downtown mural to be located on the southwestern facing wall of the building located at 1048 Sixth Street, Los Banos, California; and

WHEREAS, Taylor Wolfesen is the owner of the building located at 1048 Sixth Street and has agreed to allow the City to affix the mural to the southwestern facing wall of the building.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the Mayor to execute a License Agreement between the City of Los Banos and Taylor Wolfesen for the purpose of affixing a historical mural to the southwestern facing wall of 1048 Sixth Street.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of April 2016, 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

LICENSE AGREEMENT
Los Banos Historical Mural Program

This License Agreement is made and entered into this ___ day of _____, 2016, by the City of Los Banos, a municipal corporation hereinafter referred to as "City," and Taylor Wolfsen, hereinafter referred to as "Wolfsen."

RECITALS

WHEREAS, on December 19, 2012 the City Council of the City of Los Banos adopted Resolution 5455 establishing the Los Banos History Mural Program;

WHEREAS, the Los Banos Economic Advisory Committee has selected a historical theme for a downtown mural to be located on the southwestern facing wall of the building located at 1048 Sixth Street, Los Banos, California;

WHEREAS, Wolfsen is the owner of the building located at 1048 Sixth Street ("the Property") and has agreed to allowed the City to affix the mural to the southwestern facing wall of the building ("Licensed Area").

NOW, THEREFORE, the parties agree as follows:

1. Grant of License. Wolfsen hereby grants to City a limited, exclusive and revocable license (the "License") to install a mural ("Mural") in the Licensed Area (defined below), in accordance with a design approved by the City in its sole and absolute discretion. City shall not use the Licensed Area for any other purpose or business without obtaining Wolfsen's prior written consent, which consent may be denied in Wolfsen's sole and absolute discretion. As used herein, the "Licensed Area" shall mean the area depicted on Exhibit A attached hereto. Notwithstanding any provision or term contained herein to the contrary, this Agreement does not constitute a deed, a lease or an easement nor does it grant City any estate or interest in land, nor shall any expenditure made by City with respect to the Licensed Area change the character of this revocable License to an irrevocable License.

2. Installation of the Mural. The Mural shall be installed in accordance with all applicable laws and building codes and shall be completed in a good and workmanlike manner. City shall pay all costs for work performed by it or on its behalf and shall keep the Property free and clear of mechanics' liens or any other liens.

3. Maintenance and Repair of the Mural. City shall, at its sole cost and expense, make all necessary repainting, repairs, and restorations, ordinary as well as extraordinary, foreseen as well as unforeseen, to the Mural and all parts of each thereof. In addition, City shall, within five (5) days after written notice from Wolfsen, promptly and adequately repaint, repair and/or remove graffiti from the Mural at City's sole cost and expense.

4. Liability Coverage. City shall maintain liability coverage with limits of at least \$1,000,000 per occurrence, covering City against claims of bodily injury, personal injury and

property damage arising out of City's use of the License Area. The minimum limits of coverage required of City under this Agreement shall in no event limit the liability of City under this Agreement.

5. Indemnification. City shall indemnify and hold harmless Wolfsen, from and against all claims, damages or liability, including reasonable attorney's fees and other costs incurred in defending any claims arising out of or in connection with the activities permitted by or related to the City's use of the building for the site of the Mural as described above. Such indemnity shall extend, but not be limited to, claims, damages, and liability arising from injuries or damages to persons or property. Such indemnity shall not apply to any injuries to persons or property, which result from the negligence of Wolfsen.

6. Termination of License; Restoration of the Licensed Area. Upon ninety (90) days notice, Wolfsen may terminate this License by mailing a written termination notice to City. No later than ninety (90) days after the termination of this Agreement, City shall, at City's sole cost and expense, remove the Mural from the Licensed Area.

7. General Provisions.

a. If any action is commenced to enforce any provision of this Agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, including reasonable attorney's fees and expenses.

b. This Agreement constitutes the entire agreement between Wolfsen and City relating to the License. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect unless it is in writing and signed by Wolfsen and City.

c. This Agreement may be executed in counterparts, each of which shall be deemed an original, but such counterparts, when taken together, shall constitute one agreement.

d. The law of the State of California will govern the interpretation and enforcement of this Agreement.

e. If any provision or portion of this Agreement is determined to be illegal or unenforceable in any respect, such determination will not affect the validity or enforceability of any other provisions, each of which will be deemed to be independent and severable.

f. This agreement will be effective immediately upon execution.

///
///
///
///
///

IN WITNESS THEREOF, said parties have executed this agreement on the date first hereinabove written.

CITY:

WOLFSEN:

City of Los Banos,
a municipal corporation

By: _____
Michael Villalta,
Mayor

Taylor Wolfesen,
Owner

ATTEST:

By: _____
Lucille Mallonee,
City Clerk

APPROVED AS TO FORM:

By: _____
William A. Vaughn,
City Attorney

ACKNOWLEDGMENT

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

State of California)
)
County of Merced)

On _____, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____

[SEAL]



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and Council Members
FROM: Stacy Souza Elms, Senior Planner *SE*
DATE: April 6, 2016
SUBJECT: Proposed Temporary Use Ordinance
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, the information in the staff report, and the recommendation of the Planning Commission;
- Adopt Ordinance No. 1144 repealing Article 38, Chapter 3, Title 9 of the Los Banos Municipal Code and enacting a new Article 38, Chapter 3, Title 9 of the Los Banos Municipal Code entitled Temporary Uses; and
- Adopt a Resolution establishing permit fees for Temporary Uses.

Background:

On March 16, 2016, the Los Banos City Council waived the first reading and introduced Ordinance No. 1144 by title for the regulation of temporary uses on private property within the City of Los Banos.

Currently the Zoning Code refers to temporary land use activities on **private property** as Special Events. In light of the recently adopted Special Events Ordinance, which addresses events on **public property**, City staff recommends establishing a "Temporary Use" process for **private property**. The proposed Temporary Use Ordinance establishes a process for the approval of temporary activities, events and uses which are intended to operate on a short-term basis for a limited period of time on private property.

Article 38 of the Zoning Code, which is currently titled Special Events will be changed with this proposed ordinance update to Temporary Uses. The proposed ordinance will be more geared towards temporary uses on private property that by nature require special consideration not unlike a conditional use permit but that are temporary. For example; pumpkin patches, Christmas tree lots, temporary parking lot sales, or other promotional outdoor events on private property.

On August 26, 2015, September 9, 2015, and February 10, 2016 the Los Banos Planning Commission held public hearings for the purpose of considering the proposed temporary use ordinance. At the completion of the public hearing, the Planning Commission recommended approval of the proposed ordinance to the Los Banos City Council.

DISCUSSION:

The following is a summary of the proposed Ordinance. The full text of the proposed Ordinance is provided as an attachment to this staff report.

- The Temporary Use Ordinance applies to temporary uses of property which are strictly limited in duration and frequency that do not involve any significant alterations of the land, improvements or construction of permanent structures that are not otherwise regulated in the Los Banos Municipal Code
- Exceptions – Temporary Uses that **do not** require a permit.
 - Charitable or non-profit fundraising events on private property.
 - Other events on **property designed** to accommodate such events.
 - Construction yards and offices.
 - Emergency shelters and activities during a declared emergency.
 - Garage and yard sales - limit four (4) in any 12 month period. Garage and yard sales in excess of four (4) a year are **prohibited** in

all residential zones. Must register with the City prior to the time of the sale.

- Temporary portable moving containers and household storage containers in residential zones - not to exceed 14 calendar days in one 12 month period. Must register with the City prior to placement of the container.
- Temporary commercial storage containers in non residential zones - not to exceed 14 calendar days in one 12 month period. Must register with the City prior to placement of the container.
- Temporary construction storage or construction waste containers - in conjunction with an approved building permit. Must be registered with the City prior to placement of the container.
- Fireworks stands.
- Mobile Vendors.
- Certified Farmers' Markets.
- Special events on public property.
- Temporary real estate sales offices
- Similar temporary uses that are compatible with the zoning district and surrounding land uses.

- Allowed temporary uses **requiring** a Temporary Use Permit.

- Major events on property not designed to accommodate such event - not to exceed three (3) consecutive days, four (4) times in a calendar year.
- Parking lot sales and promotional activities.
- Seasonal sales lots.
- Outdoor sales of flowers, produce, and holiday merchandise.
- Temporary parking.
- Temporary portable moving containers and household storage containers - in excess of 14 days.
- Temporary commercial storage containers in non-residential zones - in excess of 14 days.
- Temporary construction waste containers - not in compliance with the requirements of the exemption.
- Construction yards off-site.
- Similar temporary uses.

- Within three (3) working days of receipt of a complete temporary use permit application, the Community and Economic Development Director shall circulate the application to affected City departments for comments. Within ten (10) calendar days of receiving the complete temporary use permit application, the Community and Economic Development Director shall render a decision to approve, conditionally approve or deny the permit and mail a copy of the decision to the applicant. The applicant shall have the right to appeal the decision of the Community and Economic Development Director to the Planning Commission.

- The Community and Economic Development Director may approve an application upon making the following findings:
 - The proposed use will not impair the integrity and character of the subject zoning district and complies with all applicable provisions of the Uniform Building and Fire Codes.
 - The subject site is physically suitable for the type and density/intensity of the proposed use.
 - The location, size, design, and operating characteristics of the proposed temporary use will not adversely impact surrounding properties.
 - The proposed temporary use will not adversely impact the public health, safety, and welfare.
 - There will be no potentially significant negative impacts upon environmental quality and natural resources that could not be properly mitigated and monitored.
 - There are adequate provisions for public access, water, sanitation, and public health and safety.

- Reasonable conditions may be imposed when deemed necessary to ensure that the approval will be in accordance with the required findings. These conditions may include: hours of operation, provisions for parking areas, lighting, traffic circulation and access, performance guarantees, property maintenance, and other additional conditions or limitations reasonably necessary to ensure the temporary use will not adversely impact the surrounding properties.

Proposed Application Processing Fee:

Staff has developed a tiered processing fee system based on the intensity of uses. The following uses would be considered **minor** and the processing fee would be \$60 based on an hour of the Community and Economic Development Department's review time.

❖ Minor Uses:

- Parking Lot Sales;
- Seasonal Sales Lots;
- Outdoor Sales of Flowers, Produce, and Holiday Merchandise;
- Temporary Parking;
- Temporary Portable Moving Containers and Household Storage Containers;
- Temporary Commercial Storage Containers in Non-residential Zones;
- Temporary Construction Waste Containers;
- Construction Yards-off site; and
- Similar Minor Uses.

❖ Staff Time*:

- | | |
|----------------------------|---------|
| a) Senior Planner – 1 hour | \$60.39 |
|----------------------------|---------|

- Review application
- Analyze application in accordance with Ordinance
- Determine reasonable conditions
- Issue/deny permit

The following uses shall be considered **major** and the processing fee shall be \$150 based on the following breakdown:

❖ Major Uses:

- Major Events; and
- Similar Major Events.

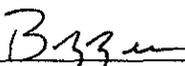
❖ Staff Time*:

- | | |
|--|----------------|
| a) Senior Planner – 1 hour | \$60.39 |
| • Review application | |
| • Analyze application in accordance with Ordinance | |
| • Determine reasonable conditions/route application | |
| • Issue/deny permit | |
| b) Police Chief – 15 minutes | \$30.43 |
| • Analyze and provide comments to Senior Planner | |
| c) Fire Chief – 15 minutes | \$26.15 |
| • Analyze and provide comments | |
| d) Public Works Director/ City Engineer – 15 minutes | <u>\$31.90</u> |
| • Analyze and provide comments to Senior Planner | |

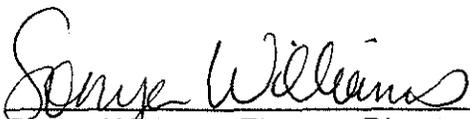
Total: \$148.87

*If the Community and Economic Development Department determines that the nature of the temporary use requires more staff time than what is calculated above, the applicant will be required to enter into a Cost Recovery Agreement to recoup full cost of staff time.

Reviewed by:



 Gary Brizzee, Interim City Manager



 Sonya Williams, Finance Director

Attachments:

1. Ordinance No. 1144
2. Resolution
3. Public Hearing Notice – March 4, 2016

ORDINANCE NO. 1144

AN ORDINANCE OF THE CITY OF LOS BANOS REPEALING ARTICLE 38 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE AND ENACTING A NEW ARTICLE 38 CHAPTER 3 TO TITLE 9 OF THE LOS BANOS MUNICIPAL CODE ENTITLED TEMPORARY USES.

WHEREAS, The Planning Commission directed the Community Development Department to prepare a proposed ordinance to provide for regulation of temporary uses on private property within the City of Los Banos; and

WHEREAS, regulation of temporary uses is necessary in order to ensure that such uses are compatible with surrounding property uses and that the health, safety and welfare of the general public are not unduly compromised; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on the proposed ordinance on August 26, 2015, September 9, 2015 and February 10, 2016 at which time all individuals desiring to comment on the proposed ordinance were heard and on February 10, 2016 the Planning Commission recommended that the City Council adopt an ordinance regulating Temporary Uses; and

WHEREAS, the City Council conducted a duly noticed public hearing on the recommended changes to the Zoning Code on March 16, 2016 and April 6, 2016 at which time all individuals desiring to comment on the proposed amendments were heard.

THE CITY COUNCIL OF THE CITY OF LOS BANOS DOES ORDAIN AS FOLLOWS:

Section 1. Article 38, "Special Events" is hereby repealed in its entirety and replaced by Article 38 "Temporary Uses" to Chapter 3 Title 9 of the Los Banos Municipal Code to read as follows:

Article 38. Temporary Uses

Sec. 9-3.3801 Purpose and Intent.

The purpose of this Article is to establish procedures, standards, and requirements for the approval of temporary activities, events, and uses on private property which are ancillary to the principal use permitted under the zoning code, and is intended to operate on a short-term basis for a limited period. Such activities, events, and uses may not meet the typical use or development standards for a particular zoning district, but may be acceptable due to their temporary nature. Temporary activities, events, and uses include special events provided for the enjoyment of the public, sales and promotional activities intended to serve commercial interests, seasonal activities, temporary construction related activities, temporary storage, and similar

temporary activities, events, and uses on private property. The intent of this Article is to ensure that temporary uses shall be compatible with surrounding land uses, protect the rights of adjacent residences, businesses and landowners and minimize any adverse effects on surrounding properties, rights-of-way, and the environment. It is not the intent of this Article to replace the need for a conditional use permit where required for permanent uses.

Sec. 9-3.3802 Applicability.

The temporary use permit provisions of this Article shall apply to temporary uses of private property which are limited in duration and frequency that do not involve any significant alterations of the land, improvements or construction of permanent structures and that are not otherwise regulated or require a permit by the provisions of the Los Banos Municipal Code.

Sec. 9-3.3803 Temporary Use Permit Required - Exceptions.

(a) Except as otherwise provided in this Article, it is unlawful in the City for any person (property owner, tenant, or otherwise) to establish, conduct, operate a temporary use without first obtaining a temporary use permit.

(b) Temporary uses not requiring a temporary use permit. The following temporary uses are allowed without a temporary use permit subject to meeting any applicable standards, requirements, and limitations; subject to any applicable permit or licensing requirements established in the Los Banos Municipal Code; and subject to the standards, requirements and limitations specified by this Article:

1. Charitable or Non-Profit Fundraising Events. Events in conjunction with a fundraising activity of a civic organization, church, lodge, public or private school, or other such charitable or non-profit group or organization. Such activities without a temporary use permit shall only occur in nonresidential districts unless located on the property owned or leased by the organization or group.
2. Other Events. Events or activities such as arts and crafts exhibits, auctions, festivals, food events, conferences, receptions, celebrations, dinner dances, indoor concerts, live entertainment, or similar events on property designed to accommodate such events, such as fairgrounds, auditoriums, halls, theatres, stadiums, schools, churches, and lodges.
3. Construction Yards and Offices. On-site contractors' construction yards and offices, including manufactured or mobile units, in conjunction with an approved construction project. Yards and offices shall be removed within ten (10) days of receiving an occupancy permit for the project.
4. Emergency Shelters and Activities. During a declared emergency, temporary emergency shelters or activities shall be permitted in any zoning district provided that the facilities are approved by the Building Department and Fire Department prior to use.

5. Garage and Yard Sales in Residential Zones. All garage or yard sales shall be registered with the City through the Community and Economic Development Department prior to the time of the sale, on a form provided by the City.

a. Four (4) garage or yard sales in any twelve-month (12) period, not exceeding two (2) consecutive days each, shall be deemed a use incidental to the residential use of a property. Garage or yard sales in excess of this limit shall be prohibited in all residential zones.

b. Garage sales are limited to the hours of 7:00 a.m. to 5:00 p.m.

c. No outdoor storage shall be allowed. All sale items shall be removed from public view at the end of each sale date.

d. All merchandise to be sold shall be displayed on a private lot and not within the public right-of-way.

e. All signs used in connection with advertising a garage sale shall comply with the following standards. The City is authorized to remove garage sale signs that are not in compliance with the following standards:

i. No more than one sign shall be posted on the premises of the garage sale.

ii. No more than two (2) freestanding signs may be posted off-site, subject to the written permission of the property owner on whose property the sign may be placed. Each off-site sign shall not exceed six (6) square feet in area. No sign shall be placed in the public right of way or affixed to utility poles, street sign poles or any public facilities.

iii. All signs shall be removed within twenty-four (24) hours of the conclusion of the garage sale.

6. Temporary Portable Moving Containers and Household Storage Containers in Residential Zones. All portable moving containers and household storage containers shall be registered with the City through the Community and Economic Development Department prior to the time of the placement of the container, on a form provided by the City.

a. Temporary Portable Moving Containers or Household Storage Containers for residential moving purposes or household storage, not exceeding fourteen (14) calendar days in one (1) twelve month period, shall be deemed a use incidental to the residential use of a property. Use in excess of fourteen (14) calendar days shall require a temporary use permit.

b. Permitted only on the driveway of the individual residential unit, not permitted in the side yard, back yard, in the public street or right of way. Containers shall not be placed in the public right of way or overhang the sidewalk. Containers shall be placed a minimum of 2 feet from the front property line.

c. Limited to one unit per residential unit.

7. Temporary Commercial Storage Containers in Non Residential Zones. All portable storage containers shall be registered with the City through the Community and Economic Development Department prior to the time of the placement of the container, on a form provided by the City.

a. Temporary Commercial Storage Containers for not exceeding fourteen (14) calendar days in one (1) twelve month period shall be deemed a use incidental to the use of a property in a non-residential zone. Use in excess of fourteen (14) calendar days shall require a temporary use permit.

b. Permitted only on an improved surface, not permitted in the public street or right of way. Containers shall be placed a minimum of 2 feet from any property line.

c. Limited to one (1) storage container per parcel.

8. Temporary Construction Storage or Construction Waste Containers.

a. Temporary Construction Storage Containers or Waste Containers in conjunction with an approved building permit and active construction activities shall be deemed a use incidental to the primary use of a property. The container(s) shall be removed within ten (10) days of receiving a final or ceasing construction activity.

b. In residential zones - Temporary Construction Storage Containers are permitted only on the driveway of the individual residential unit, not permitted in the side yard, back yard, in the public street or right of way.

c. In all zones - Temporary Construction Storage Containers shall not be placed in the public right of way or overhang the sidewalk. Containers shall be placed a minimum of two (2) feet from the property line.

d. In residential - Temporary Construction Waste Containers are permitted only on the driveway of the individual residential unit, not permitted in the side yard, back yard, in the public street or right of way.

e. In all zones - Temporary Construction Waste Containers shall not be placed in the public right of way or overhang the sidewalk. Containers shall be placed a minimum of two (2) feet from the property line. Exception: temporary

construction waste containers are permitted curbside in the street directly in front of the construction site with the prior written approval of the Community and Economic Director.

f. In residential zones - limited to one (1) storage unit for the storage of equipment and tools and one waste container unit for construction waste per construction site. Any use not in compliance with the foregoing requirements shall require a temporary use permit.

g. All construction storage containers or waste containers shall be registered with the City through the Community and Economic Development Department prior to the time of the placement of the container, on a form provided by the City.

9. Fireworks Stands. Subject to the provisions of the Los Banos Municipal Code Title 4 Chapter 3.

10. Mobile Vendors. Subject to the provisions of Los Banos Municipal Code Title 9, Chapter 3, Article 36.

11. Farmer's Markets. Subject to the provisions of Los Banos Municipal Code Title 9, Chapter 3, Article 42.

12. Special Events on Public Property. Events which are to be conducted on public property pursuant to the provisions of Los Banos Municipal Code Title 9, Chapter 3, Article 38.

13. Temporary Real Estate Sales Offices. An office, including a manufactured or mobile unit, within an approved project, for the marketing, sales, or rental of residential, commercial, or industrial properties.

14. Similar Temporary Uses. Similar temporary uses to the uses set forth in this subsection or minor promotional events which, in the opinion of the Community and Economic Development Director, do not require a temporary use permit or a use permit and are compatible with the zoning district and surrounding land uses.

(c) Allowed Temporary Uses Requiring a Temporary Use Permit. The following temporary uses may be allowed on private property, subject to the issuance of a Temporary Use Permit by the Community and Economic Development Director. Uses that do not fall within the categories defined below shall comply with the use and development regulations and land use permit review provisions that otherwise apply to the property.

1. Major Events. Events or activities such as amusement rides, auctions, carnivals, circuses, outdoor concerts, fairs, festivals, food events, outdoor entertainment or sporting events, or similar events on property not designed to accommodate such event not to exceed three (3) consecutive days (4) four times in a calendar year.

2. Parking Lot Sales and Promotional Activities. Parking lot sales or any other event or promotional activity occupying more than 20% of an improved parking lot not to exceed three (3) consecutive days (4) four times in a calendar year.

3. Seasonal Sales Lots. Seasonal sales of Christmas trees and pumpkins in non-residential districts, including temporary security trailers for a period not exceeding forty-five (45) days.

4. Outdoor Sales of Flowers, Produce, and Holiday Merchandise. The temporary outdoor sales of items (e.g. flowers, produce, holiday merchandise) not to exceed three (3) consecutive days (4) four times in a calendar year.

5. Temporary Parking. Temporary parking lots in association with an event or other permitted use.

6. Temporary Portable Moving Containers and Household Storage Containers. Temporary Portable Moving Containers for residential moving purposes and Household Storage Containers for an excess of (14) fourteen days.

7. Temporary Commercial Storage Containers in Non-residential Zones. Temporary Commercial Storage Containers in excess of fourteen (14) days or otherwise not in compliance with the requirements of Section 9-3.3803(b)(7). Permanent commercial storage containers in non-residential districts shall require a conditional use permit.

8. Temporary Construction Waste Containers. Temporary Construction Waste Containers not in compliance with the requirements of Section 9-3.3803(b)(8).

9. Construction Yards—Off-Site. A construction yard located off-site from an approved construction project. The permit shall expire and the construction yard shall be removed immediately upon completion of the construction project, or the expiration of the companion building permit, authorizing the construction project.

10. Similar Temporary Uses. Similar temporary uses to the uses set forth in this subsection which, in the opinion of the Community and Economic Development Director, requires a temporary use permit.

Sec. 9-3.3804 Application for Temporary Use Permit.

A written application for a temporary use permit shall be submitted in a form prescribed by and with all supporting information required by the Community and Economic Development Department before the intended use is scheduled to take place. The application shall include the written consent of the owner of the property or authorized agent. Such application shall be accompanied by a nonrefundable, nontransferable application fee in an amount as established by resolution of the City Council. The permit application shall not be deemed complete until the permit fee has been paid.

Sec. 9-3.3805 Temporary Use Permit Process.

Within three (3) business days of receipt of a complete temporary use permit application, the Community and Economic Development Director shall circulate the application to affected City departments for comments. Within ten (10) business days of receiving the complete temporary use permit application, the Community and Economic Development Director shall render a decision to approve, conditionally approve or deny the permit and shall notify the applicant of the decision. If the application is denied, the notice shall state the grounds for the denial in writing. Notice may be given either by personal delivery to the applicant, or by depositing it in the U.S. mail in a sealed envelope, postage prepaid, addressed to the person to be notified at his or her address as it appears in the special event application.

Sec. 9-3.3806 Required Findings.

The Community and Economic Development Director may approve an application for a temporary use permit only upon making the following findings:

(a) The proposed use would not impair the integrity and character of the subject zoning district and complies with all applicable provisions of the Uniform Building and Fire Codes.

(b) The subject site is physically suitable for the type and density/intensity of the proposed use.

(c) The location, size, design, and operating characteristics of the proposed temporary use will not adversely impact surrounding properties.

(d) The proposed temporary use will not adversely impact the public health, safety, and welfare.

(e) There will be no potentially significant negative impacts upon environmental quality and natural resources that could not be properly mitigated and monitored.

(f) There are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to the public health and safety.

Sec. 9-3.3807 Conditions of Approval.

In approving a temporary use permit, the reasonable conditions may be imposed when deemed necessary to ensure that the approval will be in accordance with the required findings. These conditions may include, but are not limited to the following: hours of operation, provisions for parking areas, lighting, traffic circulation and access, performance guarantees, property maintenance, and other additional conditions or limitations reasonably necessary to ensure that the temporary use will not adversely impact surrounding properties or public health, safety and

general welfare of the community. Approval of a temporary use permit shall not be an entitlement that runs with the land and shall not be assignable or transferable to any other person.

Sec. 9-3.3808 Revocation.

A temporary use permit may be revoked or modified by the Community and Economic Development Director if any one of the following findings can be made:

- (a) That circumstances have changed so that one or more of the required findings can no longer be made;
- (b) That the temporary use permit was obtained by fraud or misrepresentation;
- (c) That one or more of the conditions of the temporary use permit have not been met;
- (d) That the use is in violation of any statute, ordinance, law, or regulation.

Sec. 9-3.3809 Appeals.

The decision of the Community and Economic Development Director or designee may be appealed as provided by the appeal procedure provided in Part 6 of Article 23 of this Chapter.

Sec. 9-3.3810 Violation - Penalties.

(a) It is unlawful and a public nuisance to intentionally violate any of the provisions of this Article. Violation of this Article may be charged as either an infraction or a misdemeanor. Upon conviction of a misdemeanor, a person shall be subject to payment of a fine, or imprisonment, or both, not to exceed the limits set forth in California Government Code Section 36901.

(b) In addition to any other remedy or penalty set forth in this Article or this Code, administrative penalties may be imposed pursuant to applicable provisions of Chapter 11 Title 4 of this Code against any responsible party, in violation of any of the provisions of this Article. Imposition, enforcement, collection and administrative review of administrative penalties imposed shall be conducted pursuant to Chapter 11 Title 4 of this Code.

(c) Remedies under this Article are in addition to, and do not supersede or limit, any and all other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

Section 2. To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

Section 4. The proposed amendments to the Los Banos Municipal Code do not propose any changes to City policies or regulations that would result in a direct or indirect physical environmental impact; therefore it has been determined that this ordinance amendment is covered by the general rule that the California Environmental Quality Act applies only to projects which have the potential for causing a significant effect on the environment pursuant to CEQA guidelines section 15601(b)(3) and is not subject to environmental review.

Section 5. This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

Introduced by Council Member _____ and seconded by Council Member _____ on the ____ day of _____, 2016.

Passed on the ____ day of _____, 2016 by the following vote:

AYES: Council Members
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ESTABLISHING PERMIT
FEES FOR THE ISSUANCE OF TEMPORARY
USE PERMITS**

WHEREAS, the City of Los Banos adopted Ordinance No. 1144 which provides for the regulation and processing of temporary uses on private property 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 issuance of Temporary Use Permits require staff time; and

WHEREAS, staff has conducted a fee study and has calculated the staff time associated with processing and issuance of each application attached hereto as Exhibit A; and

WHEREAS, the City Council now desires to adopt a schedule of fees related to Temporary Use Permits as proposed in the fee report set forth in Exhibit B 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 Temporary Use Permit application fee for minor uses as \$60.00 and major uses as \$150.00.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of April 2016, 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
STUDY**

Application Fee:

The following uses shall be considered minor and the processing fee shall be \$60 based on the following breakdown:

- ❖ Minor Uses:
 - Parking Lot Sales;
 - Seasonal Sales Lots;
 - Outdoor Sales of Flowers, Produce, and Holiday Merchandise;
 - Temporary Parking;
 - Temporary Portable Moving Containers and Household Storage Containers;
 - Temporary Commercial Storage Containers in Non-residential Zones;
 - Temporary Construction Waste Containers;
 - Construction Yards-off site; and
 - Similar Minor Uses.

- ❖ Staff Time*:
 - a) Senior Planner – 1 hour \$60.39
 - Review application
 - Analyze application in accordance with Ordinance
 - Determine reasonable conditions
 - Issue/deny permit

The following uses shall be considered major and the processing fee shall be \$150 based on the following breakdown:

- ❖ Major Uses:
 - Major Events; and
 - Similar Major Events.

 - ❖ Staff Time*:
 - a) Senior Planner – 1 hour \$60.39
 - Review application
 - Analyze application in accordance with Ordinance
 - Determine reasonable conditions/route application
 - Issue/deny permit
 - b) Police Chief – 15 minutes \$30.43
 - Analyze and provide comments to Senior Planner
 - c) Fire Chief – 15 minutes \$26.15
 - Analyze and provide comments
 - d) Public Works Director/ City Engineer – 15 minutes \$31.90
 - Analyze and provide comments to Senior Planner
- Total: \$148.87**

*If the Community and Economic Development Department determines that the nature of the temporary use requires more staff time than what is calculated above, the applicant will be required to enter into a Cost Recovery Agreement to recoup full cost of staff time.

EXHIBIT B FEES

Each Temporary Use Permit application shall be accompanied by a nonrefundable fee based on the type of temporary use listed in Exhibit A to cover staff time associated with analyzing and issuing each Temporary Use Permit.

- **Minor Temporary Uses** **\$60**
 - Parking Lot Sales;
 - Seasonal Sales Lots;
 - Outdoor Sales of Flowers, Produce, and Holiday Merchandise;
 - Temporary Parking;
 - Temporary Portable Moving Containers and Household Storage Containers;
 - Temporary Commercial Storage Containers in Non-residential Zones;
 - Temporary Construction Waste Containers;
 - Construction Yards-off site; and
 - Similar Minor Uses.

- **Major Temporary Uses** **\$150**
 - Major Events; and
 - Similar Major Events.



City of
Los Banos
At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: March 4, 2016

Regarding: Notice of Public Hearing

Proposal: Proposed Ordinance – Temporary Uses

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider adopting an ordinance to regulate and create a process for Temporary Uses on private property in the City of Los Banos.

The Los Banos Planning Commission held a public hearing on February 10, 2016 for the purpose of considering the above mentioned project. At the completion of the public hearing, the Planning Commission duly considered all evidence presented and recommended approval of the proposed Temporary Use Ordinance to the Los Banos City Council.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos City Council on Wednesday, March 16, 2016 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, Senior Planner, at City Hall or at (209) 827-7000, Ext.133.

All persons are invited to be present at the public hearing. Written and oral testimony is invited. Notice is hereby further given that if you challenge the above described Ordinance in court, you may be limited to raising only those 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 per Government Code Section 65009.

Additional information may be obtained from Community & Economic Development Department at 520 J Street, Los Banos, California. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (209) 827-7000. Notification at least 72 hours prior to the public hearing will enable the City to make reasonable arrangements to allow participation at this hearing

THE CITY OF LOS BANOS

Stacy Souza Elms
Senior Planner



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: April 6, 2016

SUBJECT: A Resolution of the City of Los Banos Changing the Irrigation Restriction Schedule from one day per week to two days per week

TYPE OF REPORT: Non Consent Agenda

Recommendation:

That the City Council adopts the Resolution changing the Irrigation Restriction Schedule from one day per week to two days a week.

Background:

Due to the severe drought conditions that exist throughout the State of California, the Governor issued Executive Order B-29-15 on April 1, 2015, which proclaimed a State of Emergency in regards to the drought. This Executive Order mandated a Statewide 25% reduction in potable urban water usage through February 28, 2016. This mandatory 25% reduction has been extended an additional year by the Governor regardless of the rainfall amounts this year.

Based on previous gallons per capita usage numbers, the City of Los Banos was mandated a 28% reduction in potable water usage in order to meet the Statewide mandate. This mandate has been reduced to 25% by the State due to a climate adjustment. The recording period for the use reduction began June 2015 and the savings amount is based on 2013 usage numbers.

The City Council, on August 6, 2014, adopted Ordinance No. 1120 which reduced landscape irrigation days from three days a week to two days a week. Los Banos Municipal Code Section 6-7.28 Lawn Irrigation and Section 6-7.32 Supplementary Rules

and Regulations authorizes, that the City Council may, by resolution, adjust irrigation hours and times.

On January 6, 2016, the City Council adopted Resolution No. 5718 that reduced watering days from two days a week to one day a week.

Discussion:

The City of Los Banos has conserved a cumulative amount of potable water from June 2015 – February 2016 of 22%, below the City's mandated level of 28%.

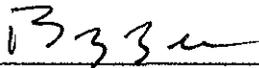
With the current April and May rain amount forecast of one to two inches per month, staff is recommending that the City Council increase the watering days from one day per week to two days a week, as stated in the previously approved Ordinance No. 1120.

The attached resolution would restrict outdoor irrigation to Sundays and Wednesdays of each week on the even numbered side of the street; and Saturdays and Tuesdays on the odd numbered side of the street. Irrigation of lawns and landscaping would still be prohibited between the hours of 11:00am and 7:00pm. Watering would not be allowed on Mondays, Thursdays, and Fridays.

Fiscal Impact:

All previous water conservation requirements will still be enforced and citations will be issued for non-compliance of the City's Water Conservation Program.

Reviewed by:



Gary Brizzee, Interim City Manager

Attachments:

Resolution

Resolution 5718

Monthly Water Production Chart

Ordinance No. 1120

Los Banos Municipal Code Section 6-7.28, 6-7.32

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS BANOS REVISING THE
SCHEDULE OF LANDSCAPE IRRIGATION
FROM ONE DAY A WEEK TO TWO DAYS A
WEEK**

WHEREAS, the State of California is experiencing record dry conditions; and

WHEREAS, on January 17, 2014, with California facing water short falls due to extreme drought conditions, Governor Edmund G. Brown Jr. proclaimed a State of Emergency to exist in the State of California due to the current drought conditions; and

WHEREAS, on April 1, 2014, Governor Brown issued an Executive Order directing the State Water Board to adopt an emergency regulation as it deems necessary, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement conservation measures; and

WHEREAS, in response to the ongoing severe drought, on July 15, 2014 the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS, the new conservation regulation is intended to reduce outdoor urban water use. The regulation, adopted by the State Water Board, mandates minimum actions to conserve water supplies into 2016; and

WHEREAS, the Los Banos Municipal Code Section 6-7.28 Lawn Irrigation and Section 6-7.32 Supplementary Rules and Regulations authorizes, that the City Council may, by resolution, adjust irrigation hours and times; and

WHEREAS, Governor Brown has stated that the State's emergency water conservation regulations will be extended an additional year; and

WHEREAS, as a step in reducing water usage and in an effort to meet the City's 25% mandated reduction in potable water use, the City Council desires to adopt a resolution which would immediately restrict watering day restrictions for outside irrigation from one day per week to two days per week; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize that outdoor irrigation will be restricted to twice a week; Sundays and Wednesdays of each week on the even numbered side of the street, and Saturdays and Tuesdays on the odd numbered side of the street. Irrigation of lawns and landscaping would be prohibited between the hours of 11:00am and 7:00pm on the appropriate days. Watering is not allowed on Mondays, Thursdays, and Fridays.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of April 2016, 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

RESOLUTION NO. 5718

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS REVISING THE SCHEDULE OF
LANDSCAPE IRRIGATION FROM TWO DAYS A
WEEK TO ONE DAY A WEEK**

WHEREAS, the State of California is experiencing record dry conditions; and

WHEREAS, on January 17, 2014, with California facing water short falls due to extreme drought conditions, Governor Edmund G. Brown Jr. proclaimed a State of Emergency to exist in the State of California due to the current drought conditions; and

WHEREAS, on April 1, 2014, Governor Brown issued an Executive Order directing the State Water Board to adopt an emergency regulation as it deems necessary, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement conservation measures; and

WHEREAS, in response to the ongoing severe drought, on July 15, 2014 the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS, the new conservation regulation is intended to reduce outdoor urban water use. The regulation, adopted by the State Water Board, mandates minimum actions to conserve water supplies into 2016; and

WHEREAS, the Los Banos Municipal Code Section 6-7.28 Lawn Irrigation and Section 6-7.32 Supplementary Rules and Regulations authorizes, that the City Council may, by resolution, adjust irrigation hours and times; and

WHEREAS, Governor Brown has stated that the State's emergency water conservation regulations will be extended an additional year; and

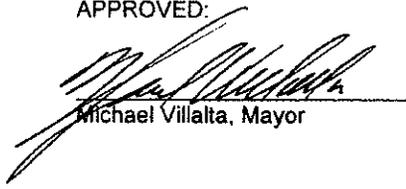
WHEREAS, as a step in reducing water usage and in an effort to meet the City's 28% mandated reduction in potable water use, the City Council desires to adopt a resolution which would immediately restrict watering day restrictions for outside irrigation from two days per week to one day per week; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize that outdoor irrigation will be restricted to once a week; Sundays of each week on the even numbered side of the street, and Saturdays on the odd numbered side of the street. Irrigation of lawns and landscaping would be prohibited between the hours of 11:00am and 7:00pm on the appropriate days. Watering is not allowed on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays.

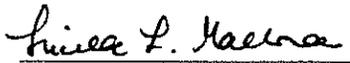
The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of January 2016, by Council Member Silveira who moved its adoption, which motion was duly seconded by Council Member Faria and the Resolution adopted by the following vote:

AYES: Council Members Faria, Lewis, Silveira, Mayor Villalta
NOES: None
ABSENT: Council Member Stonegrove

APPROVED:

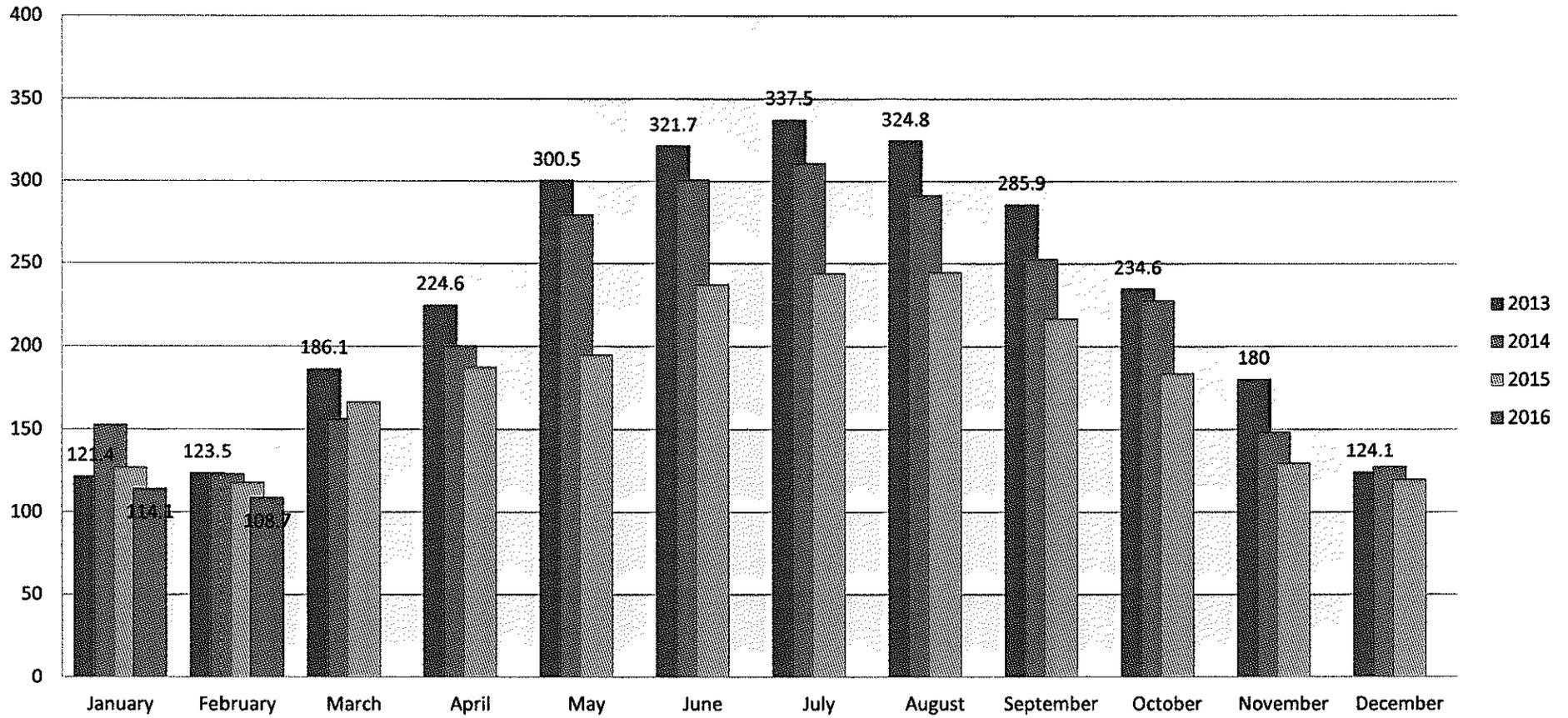

Michael Villalta, Mayor

ATTEST:


Lucille L. Mailonee, City Clerk



Monthly Water Production (MG)



ORDINANCE NO. 1120

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING TITLE 10 CHAPTER 2 SECTION 10-2.03.10 (a)(2) OF THE LOS BANOS MUNICIPAL CODE REGARDING SCHEDULING OF LANDSCAPE IRRIGATION

WHEREAS, the State of California is experiencing record dry conditions, with 2014 projected to become the driest year on record; and

WHEREAS, on January 17, 2014, with California facing water shortfalls in the driest year in recorded state history, Governor Edmund G. Brown Jr. proclaimed a State of Emergency to exist in the State of California due to current drought conditions and directed state officials to take all necessary actions to prepare for these drought conditions; and

WHEREAS, Governor Brown ordered State agencies, led by the Department of Water Resources, to execute a statewide water conservation campaign to make all Californians aware of the drought and encourage personal actions to reduce water usage. This campaign will be built on the existing Save Our Water campaign and will coordinate with local water agencies. This campaign will call on Californians to reduce their water usage by twenty percent; and.

WHEREAS, on April 25, 2014 Governor Brown issued an Executive Order directing the State Water Board to adopt an emergency regulation as it deems necessary, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement conservation measures; and

WHEREAS, in response to the ongoing severe drought, on July 15, 2014 the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers and state residents increase water conservation in urban settings or face possible fines or other enforcement; and

WHEREAS, the new conservation regulation is intended to reduce outdoor urban water use. The regulation, adopted by the State Water Board, mandates minimum actions to conserve water supplies both for this year and into 2015; and

WHEREAS, on February 3, 2010 the City Council adopted Ordinance No. 1090 entitled "Water Efficient Landscape Ordinance" which among other measures regulates the scheduling of outside landscape irrigation; and

WHEREAS, a consistent and minimum reliable supply of potable water is essential to the public health, safety, and welfare of the people and community of Los Banos; and

WHEREAS, in order to meet the water needs of residents and businesses and to protect the public health, safety, and welfare of the people and community of Los Banos, the City must impose more stringent water conservation measures immediately to reduce water consumption and conserve the City's groundwater supply; and

WHEREAS, as a step in reducing water usage the City Council desires to adopt an amendment to Ordinance 1090 which would immediately restrict watering day restrictions for outside landscape irrigation from three days per week to two days per week year round; and

WHEREAS, California Government Code 36934 and 36937 empowers cities to adopt, by four-fifths vote, an urgency ordinance which is necessary for the immediate preservation of the public peace, health or safety; and

NOW THEREFORE, the City Council of the City of Los Banos does hereby ordain as follows:

1. Recitals: The above stated recitals are true and correct.

2. Findings: The City Council hereby finds and determines that, based on all the facts described above, the staff reports and the testimony received at the public hearing on this Ordinance, the adoption of this measure is necessary to help preserve the public peace, health or safety. This Urgency Ordinance is enacted pursuant to Government code sections 36934 and 36937 for the immediate preservation of the public peace, health, and safety.

3. Amendment: Subsection (a) (2) is hereby amended to read as follows:

"(2) Landscape irrigation shall be restricted to certain days and times at all times during the year. It shall be unlawful for any person to use City supplied water for irrigation of lawn, landscaping, et cetera, between the hours of 11:00 a.m. and 7:00 p.m. on any day of the week, year round. Usage of water for the aforesaid purposes shall be restricted year round to Sunday and Wednesday before 11:00 a.m. and after 7:00 p.m. on the even numbered side of any street and Tuesday and Saturday before 11:00 a.m. and after 7:00 p.m. on the odd numbered side of any street. Watering shall be prohibited on Monday, Thursday and Friday. "Even-numbered side of any street" shall mean that side of this street on which the house numbers end in even figures. "Odd-numbered side of any street" shall mean that side of the street on which the house numbers end in odd figures. New plantings, such as new lawns, ground coverings, or bedding plants may be watered every day providing the following conditions are met:

(A) New lawns, ground coverings, or bedding plants shall not include reseeded of existing lawns or replacement of existing groundcover, or bedding plants, and

(B) New lawns, ground coverings, or bedding plants shall be considered new for a period of one year from planting date."

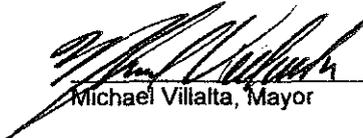
4. Severability: If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof.

5. Effective Date: Pursuant to Government Code 36937 this Urgency Ordinance shall be effective immediately. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

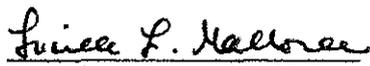
THE FOREGOING URGENCY ORDINANCE was introduced and adopted at a regular meeting of the Los Banos City Council on the 6th day of August 2014 by the following vote:

AYES: Council Members Faria, Lewis, Silveira, Stonegrove, Mayor Villalta
NOES: None
ABSENT: None

APPROVED:


Michael Villalta, Mayor

ATTEST:


Lucille L. Mallonee, City Clerk

Sec. 6-7.27 Direct connections to boilers, pumps, and similar equipment.

It shall be unlawful for any person to draw water from any pipe or water main of the Water Department directly into any stationary steam boiler, hydraulic elevator, power pump, or similar apparatus. The provisions of this section shall not apply to hot water heaters used exclusively for domestic or mercantile purposes. (§ 22, Ord. 186)

Sec. 6-7.28 Lawn irrigation.

The Council, by resolution, may require that private lawns be watered or irrigated between such hours as the Council shall fix and at no other time. It shall be unlawful for any person to irrigate or water any private lawn at any other time than as set forth in such resolution. (§ 32, Ord. 186)

Sec. 6-7.29 Right of entry.

Authorized employees of the Water Department shall have reasonable access to any premises supplied with water for the purpose of making inspections of the water system and meter upon such premises. (§ 24, Ord. 186)

Sec. 6-7.30 Liability of consumers.

The consumer shall, at his own risk and expense, furnish, install, and keep in repair free from leakage and in safe condition all service pipes, fixtures, stopcocks, and other apparatus and appliances which may be required for receiving, controlling, applying, and utilizing the water services of the City. The Water Department shall not assume the duty of inspecting the service appliances or apparatus or any part thereof, of the consumer and shall assume no liability therefor. The Water Department shall not be responsible for any loss or damage caused by the improper installation of such apparatus and appliances or for any negligence, want of proper care, or wrongful act of the consumer or his agents, employees, or licensees in installing, maintaining, using, operating, or interfering with any such apparatus or appliances. Consumers shall be liable for all damages which shall result from their failure to comply with the provisions of this section. (§ 31, Ord. 186)

Sec. 6-7.31 Liability of City.

Neither the City nor the Water Department shall be responsible for damages to buildings or their contents caused by any break beyond the street service cock, or for damages caused by the breaking of any pipe or service cock, or for damages caused by any interruption of the supply of water by reason of the breaking of machinery or stoppage for necessary repairs. (§ 33, Ord. 186)

Sec. 6-7.32 Supplementary rules and regulations authorized.

The Council may, by resolution, provide such rules and regulations as it may deem necessary or advisable to accomplish the intent and purposes of this chapter. (§ 34, Ord. 186)

Sec. 6-7.33 Violations: Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punishable as set forth in Chapter 2 of Title 1 of this Code. (§ 35, Ord. 186)

Sec. 6-7.34 Schedule of rates: Amendments.

The Council from time to time, in its discretion, and by ordinance and/or resolution, may fix, alter, change, amend, or revise the schedule of rates and compensation for water furnished by the Water Department of the City. (§ 2, Ord. 618, eff. June 21, 1978)