



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

JULY 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.

OPEN HOUSE FOR NEW CITY MANAGER – ALEX TERRAZAS 6:00 PM

* * * * *

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. INTRODUCTION OF NEW CITY MANAGER – Alex Terrazas.
6. PRESENTATIONS – Proclamation Recognizing James Savage.
7. 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.)
8. 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 #159896 - #160189 in the Amount of \$2,844,757.85.

Recommendation: Approve the check register as submitted.

- B. Measure P Oversight Committee Report.

Recommendation: Accept the report as submitted.

- C. City Council Resolution No. 5760 – Adopting a Revised Budget for the 2016-2017 Fiscal Year Budget as it Pertains to Increasing Expenditures in the Community & Economic Development Department by \$15,000 in Relation to Updating the Los Banos Airport Site Selection and Concept Study.

Recommendation: Adopt the resolution as submitted.

- D. City Council Resolution No. 5761 – Approving the Quitclaim Deed from the City of Los Banos to Beardon Family Limited Partnership for the 7 Foot Wide Public Utilities Easement for Assessor's Parcel Number 424-120-007 (Located Along the Northerly Line of Mission Drive, from N. Mercey Springs Road to the Existing Mission Drive Cul-de-sac).

Recommendation: Adopt the resolution as submitted.

- E. City Council Resolution No. 5762 – Approving the Quitclaim Deed from the City of Los Banos to Beardon Family Limited Partnership for the ½ Street Mission Drive Right of Way for Assessor's Parcel Number 424-120-007 (Located Along Mission Drive from N. Mercey Springs Road to the Existing Mission Drive Cul-de-sac).

Recommendation: Adopt the resolution as submitted.

- F. City Council Resolution No. 5763 – Accepting a Grant of Easement from Beardon Family Limited Partnership for Assessor's Parcel Number 242-120-007 (Located Along the Mission Drive Cul-de-sac Right of Way and the N. Mercey Springs Road Right of Way).

Recommendation: Adopt the resolution as submitted.

- G. City Council Resolution No. 5764 – Authorizing Award of Construction Contract for Mercey Springs Sewer Line Replacement to Floyd Johnston Construction, Company, Inc. in the Amount of \$1,429,190.

Recommendation: Adopt the resolution as submitted.

- H. City Council Resolution No. 5765 – Authorizing Award of Construction Contract for F Street Storm Line to McElvany Inc. in the Amount of \$174,657.40.

Recommendation: Adopt the resolution as submitted.

- I. City Council Resolution No. 5766 – Approving the Annual Local Transportation Fund (LTF) Claim to be Filed with Merced County Association of Governments (MCAG) for Fiscal Year 2016-2017 in the Amount of \$389,623.

Recommendation: Adopt the resolution as submitted.

- J. City Council Resolution No. 5767 – Authorizing the City Manager to Sign a Memorandum of Understanding with the Merced County Sheriff's Department for Inmate Transportation Services.

Recommendation: Adopt the resolution as submitted.

- K. City Council Resolution No. 5768 – Approving Professional Services Agreement for Municipal Code Enforcement Services (CSG Consultants, Inc.) and Amending the 2016-2017 Fiscal Year Budget as it Pertains to Revenues and Expenditures in the Community Development Block Grant Fund.

Recommendation: Adopt the resolution as submitted.

9. 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 Regarding the Edward Byrne Memorial Justice Assistance Grant (JAG).

Recommendation: Receive staff report, open public hearing and close the public hearing. No action to be taken, just an opportunity for public comment.

- B. Public Hearing – To Receive Public Comment and Consideration of Conditional Use Permit to Allow the Use of a Type 20 Alcohol License for the Off-sale of Beer and Wine for the 99 Cent Store Located at 1209 W. Pacheco Boulevard, APN 431-141-020.

- 1) City Council Resolution No. 5769 – Approving Conditional Use Permit #2016-09 for the Use of a Type 20 Alcohol License for the Off-Sale of

Beer and Wine for the 99 Cent Store Located at 1209 West Pacheco Boulevard.

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

- C. Public Hearing – To Receive Public Comment and Consideration of Conditional Use Permit to Allow the Use of a Type 20 Alcohol License for the Off-sale of Beer and Wine for Windecker Inc./Chevron Fuel Station Located at 2270 Pacheco Boulevard, APN 428-160-016.

- 1) City Council Resolution No. 5770 – Approving Conditional Use Permit #2016-15 for the Off-Sale of Beer and Wine for Windecker Inc. Located on the Northwest Corner of Pacheco Boulevard and Ward Road.

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

10. CONSIDERATION OF INSERTING FLYERS (ENGLISH & SPANISH) IN THE CITY'S UTILITY BILLS TO INFORM CITIZENS OF THE NEWLY PASSED ORDINANCE REGARDING GARAGE SALE REGISTRATIONS.

Recommendation: Direction from the City Council on how to proceed.

11. ADVISEMENT OF PUBLIC NOTICES. (One Report)

12. CITY MANAGER REPORT.

13. CITY COUNCIL MEMBER REPORTS.

A. Elizabeth Stonegrove

B. Tom Faria

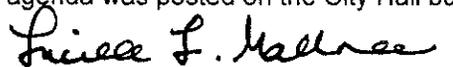
C. Deborah Lewis

D. Scott Silveira

E. Mayor Mike Villalta

14. ADJOURNMENT.

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



Lucille L. Mallonee, City Clerk

Dated this 30th day of June 2016



City of
Los Banos
At the Crossroads of California

**PROCLAMATION RECOGNIZING
JAMES SAVAGE**

WHEREAS, on June 14, 2016 9-year-old JAMES SAVAGE set a record as the youngest swimmer to make the journey from the Aquatic Park shoreline to Alcatraz Island and back in a "touch-and-go", swimming a total distance of over two miles in the San Francisco Bay; and

WHEREAS, over the last 8 months JAMES SAVAGE prepared for this challenge and spent countless hours with the help of his coach Josh Weinberger, his teammate Emily Trejo and his family, swimming mile after mile at Los Banos Creek Reservoir and then joining his teammates at their daily swim practice with the Los Banos Skimmers; and

WHEREAS, on the morning of the swim, JAMES SAVAGE woke up at 2:00 a.m. to make the drive to San Francisco. He was confident yet nervous, excited yet scared and did not want to disappoint anyone....especially himself; and

WHEREAS, when JAMES SAVAGE entered the water the tide was strong, the winds were blowing hard and the waves were pushing him further and further out; with the support of his swimming partners, his family, friends and even strangers he pushed himself harder than he has ever pushed himself and made it to the rock; and

WHEREAS, JAMES SAVAGE told himself to "just keep swimming" and picked up the pace, he was cheered on all the way back to the beach where he started a little over two hours earlier, he made it...and now, on to the task of finding a new goal to conquer!

NOW, THEREFORE, BE IT PROCLAIMED, that the Mayor and City Council Members of the City of Los Banos do hereby congratulate **JAMES SAVAGE** for setting a "touch and go" swimming record and for the strength, determination, and courage he showed in accomplishing his goal.

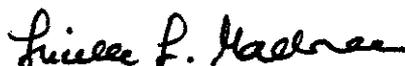


In witness whereof, I have hereunto set my hand and caused to be affixed the seal of the City of Los Banos, this 6th day of July 2016.

APPROVED:


Michael Villalta, Mayor

ATTEST:


Lucille L. Mallonee, City Clerk

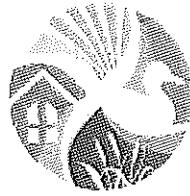
CK # 159896 - 160189 07/06/2016

\$2,844,757.85

Bank Reconciliation

Checks by Date

User: sorozco
 Printed: 06/28/2016 - 8:04AM
 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 |
|----------|------------|---|--------|------|--------------|
| 159896 | 6/9/2016 | Wells Fargo Bank, N.A. | AP | | 1,000,000.00 |
| 159897 | 6/10/2016 | Amerigas Propane, LP | AP | | 74.18 |
| 159898 | 6/10/2016 | Ameripride Valley Uniform Services Inc. | AP | | 201.88 |
| 159899 | 6/10/2016 | Anthony Gomes | AP | | 641.00 |
| 159900 | 6/10/2016 | Aramark Uniform Ser Inc | AP | | 662.70 |
| 159901 | 6/10/2016 | AT&T | AP | | 378.26 |
| 159902 | 6/10/2016 | AT&T | AP | | 19.26 |
| 159903 | 6/10/2016 | Leonardo Alvarado | AP | | 250.00 |
| 159904 | 6/10/2016 | Antonia Pulone, Pulone Reporting | AP | | 75.00 |
| 159905 | 6/10/2016 | Antonia Pulone, Pulone Reporting | AP | | 200.00 |
| 159906 | 6/10/2016 | Angel Avalos | AP | | 600.00 |
| 159907 | 6/10/2016 | Dorothy June Baker | AP | | 55.79 |
| 159908 | 6/10/2016 | Borelli Real Estate Service, Inc. | AP | | 90.00 |
| 159909 | 6/10/2016 | BSK Associates | AP | | 232.00 |
| 159910 | 6/10/2016 | Ca Dept of Justice | AP | | 1,289.00 |
| 159911 | 6/10/2016 | Coffee Break Service | AP | | 46.40 |
| 159912 | 6/10/2016 | Credit Bureau Associates | AP | | 12.00 |
| 159913 | 6/10/2016 | CSG Consultants Inc. | AP | | 26,889.68 |
| 159914 | 6/10/2016 | Bob Contreras | AP | | 350.00 |
| 159915 | 6/10/2016 | Employee Relations, Inc. | AP | | 50.00 |
| 159916 | 6/10/2016 | Farmer Brothers Coffee | AP | | 89.77 |
| 159917 | 6/10/2016 | Fastenal Company | AP | | 59.15 |
| 159918 | 6/10/2016 | Federal Express | AP | | 5.90 |
| 159919 | 6/10/2016 | Forensic Nurse Specialists of Central Ca Inc. | AP | | 1,100.00 |
| 159920 | 6/10/2016 | Frasier Irrigation, Inc. | AP | | 598.24 |
| 159921 | 6/10/2016 | Fresno City College | AP | | 260.00 |
| 159922 | 6/10/2016 | Galls Inc | AP | | 448.43 |
| 159923 | 6/10/2016 | Veronica Gonsalez | AP | | 500.00 |
| 159924 | 6/10/2016 | Helena Chemical Co Inc | AP | | 193.86 |
| 159925 | 6/10/2016 | Heppner Precision Machine | AP | | 149.30 |
| 159926 | 6/10/2016 | Home Depot | AP | | 3,185.89 |
| 159927 | 6/10/2016 | Marisol Huarte | AP | | 500.00 |
| 159928 | 6/10/2016 | JB Anderson Land Use Planning | AP | | 4,012.50 |
| 159929 | 6/10/2016 | Johnnie's Cleaners | AP | | 33.00 |
| 159930 | 6/10/2016 | Crystal Jackson | AP | | 500.00 |
| 159931 | 6/10/2016 | Key Seal Products, Inc. | AP | | 464.56 |
| 159932 | 6/10/2016 | Lehigh Hanson Heidelberg Cement Group | AP | | 557.11 |
| 159933 | 6/10/2016 | Los Banos Car Wash Inc | AP | | 128.00 |
| 159934 | 6/10/2016 | Los Banos Express Oil & Lube | AP | | 145.04 |
| 159935 | 6/10/2016 | Los Banos Enterprise | AP | | 58.00 |
| 159936 | 6/10/2016 | Marfab Inc | AP | Void | 44.84 |

| Check No | Check Date | Name | Module | Void | Amount |
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| 159937 | 6/10/2016 | Merced County Dept Of Agriculture | AP | | 159.00 |
| 159938 | 6/10/2016 | Merced Sun Star | AP | | 1,519.62 |
| 159939 | 6/10/2016 | Merced Uniform & Accessories | AP | | 687.57 |
| 159940 | 6/10/2016 | Merced County | AP | | 250.00 |
| 159941 | 6/10/2016 | Napa Auto Parts | AP | | 180.56 |
| 159942 | 6/10/2016 | NDN International LLC | AP | | 107.98 |
| 159943 | 6/10/2016 | The Office City | AP | | 554.44 |
| 159944 | 6/10/2016 | OSE | AP | | 295.93 |
| 159945 | 6/10/2016 | O'Reilly Auto Parts | AP | | 45.82 |
| 159946 | 6/10/2016 | Margarita Ordunez | AP | | 75.00 |
| 159947 | 6/10/2016 | PG&E Company | AP | | 19.15 |
| 159948 | 6/10/2016 | Pro Clean Supply | AP | | 399.17 |
| 159949 | 6/10/2016 | Protech Security & Electronics, Inc. | AP | | 60.00 |
| 159950 | 6/10/2016 | Alice Pigg | AP | | 500.00 |
| 159951 | 6/10/2016 | Giovanni Rodriguez | AP | | 350.00 |
| 159952 | 6/10/2016 | San Diego Police Equip Co | AP | | 605.51 |
| 159953 | 6/10/2016 | Santos Ford Lincoln Mercury, Inc. | AP | | 75.31 |
| 159954 | 6/10/2016 | Save Mart Supermarkets | AP | | 109.90 |
| 159955 | 6/10/2016 | Kenneth D Schmidt | AP | | 2,503.20 |
| 159956 | 6/10/2016 | Sherwin Williams Co | AP | | 31.54 |
| 159957 | 6/10/2016 | Sorensens True Value | AP | | 587.88 |
| 159958 | 6/10/2016 | Sorensens True Value | AP | | 149.70 |
| 159959 | 6/10/2016 | Syar Industries Inc. | AP | | 1,993.29 |
| 159960 | 6/10/2016 | Terryberry Company LLC | AP | | 364.32 |
| 159961 | 6/10/2016 | Terminix Processing Center | AP | | 50.00 |
| 159962 | 6/10/2016 | Toscana RV Center | AP | | 109.87 |
| 159963 | 6/10/2016 | Verizon Wireless | AP | | 169.20 |
| 159964 | 6/10/2016 | Westside Water Conditioning | AP | | 50.46 |
| 159965 | 6/10/2016 | Windecker Inc | AP | | 74.41 |
| 159966 | 6/10/2016 | Young's Air Conditioning | AP | | 150.00 |
| 159967 | 6/10/2016 | AT&T | AP | | 60.00 |
| 159968 | 6/10/2016 | Chevron Usa Inc | AP | | 176.70 |
| 159969 | 6/10/2016 | Gregory J Lever | AP | | 240.58 |
| 159970 | 6/10/2016 | Liebert Cassidy Whitmore | AP | | 2,254.00 |
| 159971 | 6/10/2016 | PERS - Public Employees | AP | | 102,565.00 |
| 159972 | 6/10/2016 | PERS - Public Employees | AP | | 80,362.66 |
| 159973 | 6/10/2016 | Pinnacle Medical Group | AP | | 80.00 |
| 159974 | 6/10/2016 | Zachary Sawyer | AP | | 1,407.48 |
| 159975 | 6/10/2016 | Law Offices of William A Vaughn | AP | | 8,323.75 |
| 159977 | 6/14/2016 | Bank of America | AP | | 823.34 |
| 159978 | 6/14/2016 | Bank of America | AP | | 48.20 |
| 159979 | 6/14/2016 | Bank of America | AP | | 22.97 |
| 160001 | 6/16/2016 | Jesse Castillo | AP | | 32.00 |
| 160002 | 6/16/2016 | Robert Downey | AP | | 32.00 |
| 160003 | 6/16/2016 | Richard Ferreira | AP | | 32.00 |
| 160004 | 6/16/2016 | Ford Motor Credit Company LLC | AP | | 4,420.32 |
| 160005 | 6/16/2016 | Ford Motor Credit Company LLC | AP | | 1,307.85 |
| 160006 | 6/16/2016 | Charles A. Edler | AP | | 766.00 |
| 160007 | 6/16/2016 | Gregory J Lever | AP | | 32.00 |
| 160008 | 6/16/2016 | Robert & Susan Hansen | AP | | 823.08 |
| 160009 | 6/16/2016 | Rick Spalding | AP | | 833.68 |
| 160010 | 6/16/2016 | Brent Specht | AP | | 32.00 |
| 160011 | 6/16/2016 | US Bank Corp Pymt System | AP | | 11,868.41 |

| Check No | Check Date | Name | Module | Void | Amount |
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| 160012 | 6/16/2016 | Aflac-Customer Service | AP | | 95.81 |
| 160013 | 6/16/2016 | Aflac-Customer Service | AP | | 143.95 |
| 160014 | 6/16/2016 | Aflac-Customer Service | AP | | 41.26 |
| 160015 | 6/16/2016 | Aflac-Customer Service | AP | | 57.86 |
| 160016 | 6/16/2016 | Bank of America | AP | | 93,213.14 |
| 160017 | 6/16/2016 | Bank of America | AP | | 11,844.84 |
| 160018 | 6/16/2016 | Bank of America | AP | | 2,470.61 |
| 160019 | 6/16/2016 | Franchise Tax Board | AP | | 20.00 |
| 160020 | 6/16/2016 | Los Banos Fitness & | AP | | 523.00 |
| 160021 | 6/16/2016 | Los Banos Police Assn | AP | | 2,204.00 |
| 160022 | 6/16/2016 | MassMutual | AP | | 1,339.19 |
| 160023 | 6/16/2016 | MassMutual | AP | | 4,315.00 |
| 160024 | 6/16/2016 | Merced County Sheriff | AP | | 504.03 |
| 160025 | 6/16/2016 | Nationwide Retirement Solutions | AP | | 1,400.00 |
| 160026 | 6/16/2016 | Professional Fire Fighter | AP | | 630.00 |
| 160027 | 6/16/2016 | State Disbursement Unit | AP | | 1,537.50 |
| 160028 | 6/16/2016 | Vantagepont Transfer Agents - 306797 | AP | | 609.23 |
| 160029 | 6/16/2016 | Vantagepoint Transfer Agents - 705827 | AP | | 25.00 |
| 160030 | 6/16/2016 | Vantagepoint Transfer Agents - 801838 | AP | | 2,075.00 |
| 160031 | 6/17/2016 | Alhambra | AP | | 131.05 |
| 160032 | 6/17/2016 | A & A Portables Inc | AP | | 111.65 |
| 160033 | 6/17/2016 | Advanced Chemical Transport | AP | | 1,117.15 |
| 160034 | 6/17/2016 | Advanced Marking Systems | AP | | 36.49 |
| 160035 | 6/17/2016 | Alert-O-Lite, Inc. | AP | | 494.28 |
| 160036 | 6/17/2016 | Ameripride Valley Uniform Services Inc. | AP | | 100.94 |
| 160037 | 6/17/2016 | Aramark Uniform Ser Inc | AP | | 580.29 |
| 160038 | 6/17/2016 | AT&T | AP | | 1,498.96 |
| 160039 | 6/17/2016 | Dorothy June Baker | AP | | 31.16 |
| 160040 | 6/17/2016 | Battery Specialties, Inc. | AP | | 151.79 |
| 160041 | 6/17/2016 | BJ's Consumers Choice | AP | | 92.00 |
| 160042 | 6/17/2016 | Brinks Inc. | AP | | 523.21 |
| 160043 | 6/17/2016 | BSK Associates | AP | | 5,634.47 |
| 160044 | 6/17/2016 | Ronald Lee Cloward | AP | | 1,400.00 |
| 160045 | 6/17/2016 | Commercial Speedometer Service, Inc. | AP | | 468.00 |
| 160046 | 6/17/2016 | Comcast | AP | | 10.59 |
| 160047 | 6/17/2016 | Cook's Communications Corp. | AP | | 503.29 |
| 160048 | 6/17/2016 | LN Curtis & Sons | AP | | 289.81 |
| 160049 | 6/17/2016 | City of Los Banos Utility | AP | | 26,636.16 |
| 160050 | 6/17/2016 | Edges Electrical Group, LLC | AP | | 379.06 |
| 160051 | 6/17/2016 | EMC Planning Group Inc | AP | | 3,677.11 |
| 160052 | 6/17/2016 | Fastenal Company | AP | | 214.16 |
| 160053 | 6/17/2016 | Ferguson Enterprises Inc DBA Groeniger & Company | AP | | 961.25 |
| 160054 | 6/17/2016 | Gibbs International, Inc | AP | | 120,887.87 |
| 160055 | 6/17/2016 | Gladwell Governmental Services, Inc. | AP | | 500.00 |
| 160056 | 6/17/2016 | Gouveia Engineering Inc. | AP | | 4,857.56 |
| 160057 | 6/17/2016 | Graffiti Solutions, Inc. | AP | | 875.20 |
| 160058 | 6/17/2016 | Hach Company | AP | | 785.04 |
| 160059 | 6/17/2016 | Kone Inc. | AP | | 651.30 |
| 160060 | 6/17/2016 | Kussmaul Electronics Co., Inc. | AP | | 1,004.16 |
| 160061 | 6/17/2016 | Lawson Products, Inc. | AP | | 61.23 |
| 160062 | 6/17/2016 | Lucas Business Systems | AP | | 1,691.66 |
| 160063 | 6/17/2016 | Iron Bail Bonds | AP | | 130.00 |
| 160064 | 6/17/2016 | Stonecreek Properties LLC | AP | | 26.20 |

| Check No | Check Date | Name | Module | Void | Amount |
|----------|------------|---|--------|------|-----------|
| 160065 | 6/17/2016 | Marfab Inc | AP | | 162.19 |
| 160066 | 6/17/2016 | Matson Alarm Co Inc | AP | | 181.00 |
| 160067 | 6/17/2016 | McNamara Sports Inc | AP | | 608.14 |
| 160068 | 6/17/2016 | Merced County Regional Waste Management Authority | AP | | 4,451.96 |
| 160069 | 6/17/2016 | Merced County Regional Waste Management Authority | AP | | 71,837.44 |
| 160070 | 6/17/2016 | Merced County Regional Waste Management Authority | AP | | 2,968.51 |
| 160071 | 6/17/2016 | Merced Sun Star | AP | | 14.45 |
| 160072 | 6/17/2016 | Napa Auto Parts | AP | | 33.47 |
| 160073 | 6/17/2016 | The Office City | AP | | 216.02 |
| 160074 | 6/17/2016 | OSE | AP | | 40.17 |
| 160075 | 6/17/2016 | PG&E Company | AP | | 96,562.26 |
| 160076 | 6/17/2016 | PSG Fencing Corp. | AP | | 6,100.00 |
| 160077 | 6/17/2016 | Teresa Provencio | AP | | 120.00 |
| 160078 | 6/17/2016 | Pro Clean Supply | AP | | 78.03 |
| 160079 | 6/17/2016 | Protech Security & Electronics, Inc. | AP | | 132.00 |
| 160080 | 6/17/2016 | Ralph Anderson & Associates | AP | | 18,375.00 |
| 160081 | 6/17/2016 | Randik Paper Co | AP | | 67.59 |
| 160082 | 6/17/2016 | Regency Park Estates LLC | AP | | 9,328.00 |
| 160083 | 6/17/2016 | Ronny's Landscaping | AP | | 360.00 |
| 160084 | 6/17/2016 | Jose A Rodriguez | AP | | 550.00 |
| 160085 | 6/17/2016 | Sharpening Shop | AP | | 2,517.94 |
| 160086 | 6/17/2016 | Sherwin Williams Co | AP | | 338.53 |
| 160087 | 6/17/2016 | Sierra Chemical Co | AP | | 2,243.84 |
| 160088 | 6/17/2016 | Frank Silveria | AP | | 611.43 |
| 160089 | 6/17/2016 | Sorensens True Value | AP | | 899.13 |
| 160090 | 6/17/2016 | Sorensens True Value | AP | | 113.13 |
| 160091 | 6/17/2016 | Spriggs Inc. | AP | | 692.83 |
| 160092 | 6/17/2016 | Stonecreek Properties | AP | | 52,163.65 |
| 160093 | 6/17/2016 | Thomas Ochoa | AP | | 5,077.27 |
| 160094 | 6/17/2016 | Tractor Supply Credit Plan | AP | | 1,135.95 |
| 160095 | 6/17/2016 | Triangle Rock Products | AP | | 98.10 |
| 160096 | 6/17/2016 | Penny and James Fouse | AP | | 62.52 |
| 160097 | 6/17/2016 | Jim Tanner | AP | | 19.26 |
| 160098 | 6/17/2016 | Alicia Casillas | AP | | 59.62 |
| 160099 | 6/17/2016 | James Maddox | AP | | 164.82 |
| 160100 | 6/17/2016 | James Saldana | AP | | 22.14 |
| 160101 | 6/17/2016 | Lourdes Chavez | AP | | 22.14 |
| 160102 | 6/17/2016 | Sharah Pampolino | AP | | 56.33 |
| 160103 | 6/17/2016 | Carl Beck | AP | | 50.97 |
| 160104 | 6/17/2016 | Francisco Romero | AP | | 13.49 |
| 160105 | 6/17/2016 | Monica Moreno | AP | | 13.49 |
| 160106 | 6/17/2016 | Marcel Mendoza | AP | | 22.14 |
| 160107 | 6/17/2016 | UC Construction | AP | | 49.94 |
| 160108 | 6/17/2016 | UC Construction | AP | | 51.58 |
| 160109 | 6/17/2016 | Rebecca Richardson | AP | | 47.89 |
| 160110 | 6/17/2016 | Jason & Melissa Hawkins | AP | | 62.52 |
| 160111 | 6/17/2016 | Adriana and Luis Medina | AP | | 107.14 |
| 160112 | 6/17/2016 | Jack Ho | AP | | 19.26 |
| 160113 | 6/17/2016 | Valley Vanguard Properties Inc. | AP | | 109.59 |
| 160114 | 6/17/2016 | Pamela Spain | AP | | 82.70 |
| 160115 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160116 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160117 | 6/17/2016 | UC Construction | AP | | 21.25 |

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| 160118 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160119 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160120 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160121 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160122 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160123 | 6/17/2016 | UC Construction | AP | | 21.25 |
| 160124 | 6/17/2016 | Valley Vanguard Properties Inc. | AP | | 24.71 |
| 160125 | 6/17/2016 | Valley Vanguard Properties Inc. | AP | | 24.22 |
| 160126 | 6/17/2016 | Cheng Zhou | AP | | 68.28 |
| 160127 | 6/17/2016 | Vortex Industries, Inc. | AP | | 2,734.50 |
| 160128 | 6/17/2016 | Windecker Inc | AP | | 805.09 |
| 160129 | 6/24/2016 | Altec Industries Inc | AP | | 196.25 |
| 160130 | 6/24/2016 | Ameripride Valley Uniform Services Inc. | AP | | 100.94 |
| 160131 | 6/24/2016 | Anthony Gomes | AP | | 60.00 |
| 160132 | 6/24/2016 | Aramark Uniform Ser Inc | AP | | 344.54 |
| 160133 | 6/24/2016 | AT&T | AP | | 162.50 |
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| 160136 | 6/24/2016 | Challenger Sports corp. | AP | | 900.00 |
| 160137 | 6/24/2016 | Clark Pest Control Inc | AP | | 145.00 |
| 160138 | 6/24/2016 | Comcast | AP | | 106.05 |
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| 160141 | 6/24/2016 | Challenged Family Resource Center | AP | | 600.00 |
| 160142 | 6/24/2016 | Docs Towing & Transport, Inc. | AP | | 65.00 |
| 160143 | 6/24/2016 | Emergency Vehicle Specialists, Inc. | AP | | 2,297.31 |
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| 160145 | 6/24/2016 | Federal Express | AP | | 19.27 |
| 160146 | 6/24/2016 | GCS Environmental Equipment Services | AP | | 64.37 |
| 160147 | 6/24/2016 | Grainger Parts Operations | AP | | 1,140.20 |
| 160148 | 6/24/2016 | Greater San Joaquin Umpire Association | AP | | 812.00 |
| 160149 | 6/24/2016 | Hi Tech Emergency Vehicle Services, Inc | AP | | 4,007.13 |
| 160150 | 6/24/2016 | Holt of California | AP | | 872.88 |
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| 160154 | 6/24/2016 | Los Banos Express Oil & Lube | AP | | 158.42 |
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| 160156 | 6/24/2016 | Steve Macillas | AP | | 135.00 |
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| 160160 | 6/24/2016 | Merced Uniform & Accessories | AP | | 305.10 |
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| 160184 | 6/24/2016 | CalPERS | AP | | 514,465.00 |
| 160185 | 6/24/2016 | Mary Lou Gilardi | AP | | 321.26 |
| 160186 | 6/24/2016 | PERS - Public Employees | AP | | 79,804.79 |
| 160187 | 6/24/2016 | Pinnacle Medical Group | AP | | 615.00 |
| 160188 | 6/24/2016 | Westamerica Bank - Cafeteria Plan | AP | | 47,121.16 |
| 160189 | 6/24/2016 | William Westbrook | AP | | 34.01 |

Break in check sequence due to the following:

Check #159976 Payroll

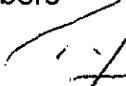
Check #159980 - 160000 (Payroll)

| | |
|---------------------|--------------|
| Total Void Check | 1 |
| Total Void Check | 44.84 |
| Total Valid Check | 271 |
| Total Valid Check | 2,844,757.85 |
| Total Check Count: | 272 |
| Total Check Amount: | 2,844,802.69 |



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Tim Marrison, Fire Chief 
DATE: July 6, 2016
SUBJECT: Measure P Oversight Committee
TYPE OF REPORT: Consent Agenda Item

Recommendation:

It is recommended that Council accept the findings of the Measure P Oversight Committee Members

Background:

On June 8, 2016, the Measure P Oversight Committee met to review the quarterly reports for 2014-15 4th quarter; 2015-16 1st, 2nd and 3rd quarters along with staffing modifications to Measure P.

Discussion:

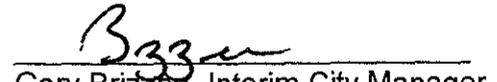
Attached is a letter from the Committee Members agreeing that the quarterly expenditures are in accordance with the Measure P guidelines. Also, Committee Members approved the modification to Measure P staffing as submitted by staff.

Attached are the minutes from June 8, 2016 Measure P Oversight Committee Meeting.

The Measure P Committee Members continue to be very vigilant and responsible in insuring funds are spent as required by the Measure.

Reviewed by:


Sonya Williams, Finance Director


Gary Brizzee, Interim City Manager

Attachments:

- Letter from Measure P Oversight Committee
- Minutes from June 8, 2015 Measure P Oversight Committee Meeting

Staff report – Measure P Committee (07-06-16).doc

Measure P Oversight Committee

June 13, 2016

City of Los Banos City Council
Citizens of the City of Los Banos
520 J Street
Los Banos, CA 93635

Dear Council Members and Citizens of Los Banos,

The Measure P Oversight Committee met on June 8, 2016 to discuss and review the 2014-15 4th Quarter; 2015-16 1st, 2nd and 3rd Quarter Measure P Budget Reports.

The Quarterly Measure P Budget Reports were approved as submitted by all members present. The Oversight Committee reviewed and approved the proposed expenditures for staffing modifications to Measure P as submitted by staff. Staffing modification would include the removal of one (1) Fire position and one (1) Police position from Measure K funding, and approve the addition of one (1) Police Officer as allocated in year 12 of the Measure P Ordinance.

We have also attached a summary (minutes) from the meeting for your review.

We as a committee are committed to be vigilant to ensure the citizens of Los Banos that Measure P Funds are spent correctly.

Sincerely,


Arlene Cardoza


Gerald Giessel

Absent

Tom Neeb

Absent

Diana Thurston

Absent

Rhonda Rusk


Mark Bodley


Eric Popish

Measure P Oversight Committee Meeting Minutes

June 8, 2016

The Measure P Oversight Committee Meeting was called to order by Fire Chief Tim Marrison at the hour of 5:30 p.m. at Los Banos Fire Station No. 1, 333 7th Street, Los Banos, CA.

Committee Members and staff present: Mark Bodley; Arlene Cardoza; Gerry Giesel; Eric Popish; Tim Marrison, Fire Chief; Gary Brizzee, Interim City Manager; Ray Reyna, Interim Police Chief; Mason Hurley, Assistant Fire Chief; Kim Tomas, Staff Accountant and Mary Lou Gilardi, Administrative Assistant.

Chief Marrison welcomed everyone and started the meeting off by explaining that Measure P is finally getting back to its original intent. We'll address most of the changes when we go over Agenda Item II – the Measure P Staffing Modifications and then the update on the Training Tower. We have also included the 20 year Expenditure Plan because we felt it was important that the committee be able to see one of the requests that the Police Department is requesting adding an employee to Measure P – it was actually part of the original 20 year plan.

Chief Marrison introduced our newest committee member, Eric Popish, to everyone present.

Agenda Item I

Chief Marrison introduced Kim Tomas, Staff Accountant for the City to review each of the Quarterly Reports with the Committee. Chief Marrison apologized for the extended time between meetings, but nothing had really changed – we were “status quo”. Now that Measure P is getting back to where it was originally intended, we will get back to the quarterly meetings.

Kim Tomas reviewed each of the Quarterly Reports beginning with FY 14-15 4th Quarter. She pointed out the ending balances for the Police and Fire noting that Police Fund balance was \$1,050,647 and the Fire Fund balance was \$557,185. She reviewed the total fund balance for FY 15-16 indicating that the Police Fund was up to \$1,144,580 while Fire Fund balance was slightly down to \$539,314. During the FY 15-16 we were still funding 1 Officer and 1 Fire Captain. For the FY 16-17 staff is proposing to move both of those positions back into the General Fund so that the building portion of Measure P will no longer be funding those positions and allow the plan to go back to saving in the facilities funds for Police and Fire.

Kim also explained in detail how the sales tax revenues are always two months behind and how true-up is done at the end of the year. If anyone has any questions, she'd be happy to answer at this time.

Chief Marrison went on to explain that we had a lot of activity over the past year in responding to Out of County Strike Team Assignments. There was a lot of personnel cost above what we had anticipated for Measure P employees. However, when we did the mid-year budget review, the money that we received from the state for reimbursement went right back into the Measure P account.

Kim Tomas explained that in the FY 15-16 Third Quarter Report, Misc. Revenues of \$58,533 is from the Strike Team Reimbursement. She also explained that Police also had a Misc. Revenue of \$12,157 which was reimbursed through a grant for the purchase of the MDC Air Cards that were previously approved by the Measure P Committee to purchase.

Chief Marrison inquired whether we were seeing an increase in sales tax revenue. Kim Tomas explained that we are seeing an increase for the FY 15-16 because the "triple flip" is going away. The City's Consultant is projecting a 2-3% increase in sales tax for the next year. That is really where we are seeing our recovery more so than on property tax side. People are spending more money, more so than buying large ticket items like homes.

Agenda Item II

Chief Marrison explained that the Fire Department had one person left in Measure K in the FY 15-16. We are proposing that this position go back into the General Fund in the FY 16-17. This would mean that all of the modifications that we did to Measure P with Measures A & K would be abolished. There is still 5 years left on Measure K that if something terrible happened we have the option of coming back to the Committee and request that a person be added back into Measure K. Staffing modifications for Fire and Police is all good news. It's all going back to the original intent of Measure P prior to the recession.

Interim City Manager Gary Brizzee gave a brief overview of Measure P and explained that in FY 12/13 and 13/14, we had 6 Police Officers and 2 Firefighters funded from Measure A/K. And in four fiscal years, we are able to remove all those positions back to the General Fund. That is significant to the City. That was our promise to the community when we passed Measure A/K. As soon as we could move all personnel back into the General Fund, we would. So all of the Measure P expenditures that you see in the 20 year plan are the basic gist of what we will be spending the money on in FY 16/17. Estimated revenue this next fiscal year for Measure P alone is approximately \$2.2 million divided between Police and Fire. The second modification is that in year 12 of the 20 year expenditure plan, we have the addition of a police officer. With the

estimated revenue, we will have no problem supporting the addition of a new police officer.

Gerry Giesel inquired about taking an officer out of Measure K and hiring a new officer out Measure P. City Manager Brizzee explained that with the officer coming out of Measure K and going back into the General Fund, we still have 39 sworn police officers. With the addition of the new officer in Measure P, we will have 40 sworn police officers.

Chief Marrison brought up the fact that in FY16-17, with the removal of the Police Officer and the Captain from Measure K, the Facilities Fund will start accumulating again.

There was discussion amongst committee members and staff regarding the whole object of Measure P. The Police Department's highest priority when Measure P started was facilities. The Fire Department's highest priority was personnel. To date, both Fire and Police have been able to meet most the goals of the 20 year expenditure plan.

It was noted that there was no motion taken on Agenda Item I. At this point, a motion was entertained.

It was moved by Mark Bodley, seconded by Eric Popish to approve the 2014/15 4th Quarter Measure P Report and the 2015/16 1st, 2nd and 3rd Quarter Measure P Reports as submitted by staff. Motion carried unanimously.

It was moved by Gerry Giesel, seconded by Mark Bodley to approve Measure P Staffing Modifications as submitted by staff, with the removal of one (1) Fire position and one (1) Police position from Measure K funding, and approving the addition of one Police Officer as allocated in year 12 of the Measure P Ordinance. Motion carried unanimously.

Agenda Item III

Chief Marrison explained that with Measure P monies being diverted to employees, all infrastructure came to a halt. Last year Chief Marrison requested \$155,000 from Impact Fees to begin the concrete and infrastructure for construction of the Training Tower/Fueling Facility because we had received a grant from the Office of Homeland Security to purchase a large convault tank. We were willing to use Impact money to support that primarily because none of our fueling facilities for Police and Fire are currently on generator power, and secondly, it is unsafe for our officers to be fueling up in an unsecured facility. He also explained the extensive process in moving forward on this project in securing the funding from Homeland Security. Everything just happened last week and Homeland Security approved our request to fund the tank.

In the meantime, we have invested in the underground with Public Works. They have been extremely busy and they just got to put in our hydrant and water supplies for the future tower. We have also purchased all of the flood lights and a lot of the electrical

that is going to be required. We had spent approximately \$35,000 to \$40,000 for all of those items out of the Impact Fees. We didn't have enough to go out to an RFP to pour the concrete because it was going to exceed what we were left with. The project stalled while we were waiting for authorization. Now that Measure P reset, we want to go back to the original intent of Measure P – on year 3, we were set to build the training tower & infrastructure. So part of our budget proposal was for \$175,000 out of our Measure P Facilities Fund to finish the infrastructure. Hopefully there will be enough money in the Facilities Fund to build the Training Tower within the next year or two. The Tower is the last thing on our 20 year plan. We have accomplished everything else that we set out to do in the 20 year plan. Hopefully within the next 3 years the tower will be built, and then a new 10 year expenditure plan will begin to be put together by the Police and Fire Chiefs.

Committee Member Popish asked if the \$175,000 for the infrastructure was on top of the \$35,000 already spent. Chief Marrison explained that the \$175,000 was additional to the \$35,000.

Chief Marrison explained that we thought Public Works employees were going to pour the concrete for us. Public Works has staffing issues, and are not going to be able to commit to pouring our concrete. We will need to do RFP to pour concrete.

Committee Member Bodley asked for clarification on the \$175,000 as he could not see it on the 20 year expenditure plan.

Committee Member Giesel inquired that it will take three years to complete the tower. Chief Marrison explained that it depends on whether there is enough money in the facility portion.

Committee Member Popish asked if we were leaving the tower area clear when pouring the concrete. Chief Marrison indicated that we are going to leave an area – the width of the tower plus 10 feet in all directions. So out in the middle of the concrete, there will be a hard graveled area. Lighting for training area is going up this next year.

Committee Member Giesel asked the City Manager, based on the revenue projections, if it was realistic to believe that we could have enough funds to begin the construction of the tower next budget year. City Manager Brizzee explained that it's not based on the total revenues; it is based on the amount of money that is set aside for facilities. It will be close, and the more Chief Marrison talks about it, he is thinking maybe the Police should invest in it too because maybe we could use it for training occasionally.

Chief Marrison added that both departments will be investing a little bit more money than what our grant is covering for the fuel tank. We get \$50,000 from Homeland Security for the tank, and he believes it's going to cost a little bit more than that with a card lock and pumps on it as well. We'll work together on that.

Agenda Item IV

Chief Marrison reviewed the 20 Year Expenditure Plan. The Committee is already aware that Police will be adding an additional officer in year 12. Tim went over everything that is listed in the plan and noted that we have accomplished most everything that is listed to date. He spoke about the Technology and Vehicle Maintenance line item, and stated that we were approved Measure P money last year in the amount of \$35,000 +/- to replace the computers in our fire apparatus. Police Department has already replaced their computers. We put money in this year's budget to replace them. In the meantime, we applied for a grant through the Assistance to Firefighters Grant in the amount that we would need to replace all of our laptops, and we haven't been told whether or not we have been successful in that grant yet. Some of the money in this year's budget was spent on licenses, etc. If we find that we were not successful with the grant, then our next Measure P Meeting, we will probably approach you and say that we'd like to use the funds like they were originally designed to be used for to upgrade our laptops in our fire trucks.

If everything continues in the direction that we think it will, then Chief Marrison and Chief Brizzee will need to sit down next year and put together another 10 year expenditure plan.

Agenda Item V

Committee Member Reports:

Committee Member Bodley stated that he is glad we're back to the original plan with Measure P. We need a new police station.

City Manager Brizzee talked about the new courthouse on "G" Street and advised that just to the west of that property, there is an "L" shape portion (6 acres); the original design when we gave up the plan for the Mercey Springs property, this was our secondary site. We are currently in negotiations with the County of Merced to split the six (6) acres with County and move all services from courthouse (DA's office, probation, public defender, court clerk's office, etc) and move to a new facility next to us and the courthouse. The ultimate design has always been a "campus" setting where you can go from the Police Department to the courthouse to the DA's office.

Committee Member Popish asked if the 3 acres would be sufficient. Brizzee replied that the current size of our police station and annex is approximately one (1) acre. So this would be a significant increase in size.

Committee Member Popish advised that he is absorbing all of this for the first time. As most of you know, he was a volunteer fireman for 20 years here, and we've discussed the training facility at length. He's looking forward to seeing that.

Chief Marrison advised that if there are any questions you may have that Brizzee and he can't answer, Kim Tomas at City Hall would be more than happy to help you. Committee Member Giesel indicated that it has been a year since the last meeting. He would like a Quarterly Report sent out to the committee even if you're not going to have a meeting so that it can be reviewed. One year is way too long. If everything is going good, send out the reports when they are ready and keep the committee apprised.

Chief Marrison agreed with Committee Member Giesel and apologized. Marrison believed that things were status quo so there is nothing new so we put Measure P off to the side. Hopefully every six months at a minimum.

City Manager Brizzee apologized as well.

Committee Member Cardoza reiterated one year is too long to go without a meeting, but she is glad seeing Measure P getting back to where it was supposed to be.

Agenda Item VI

Chief Marrison indicated we are experiencing some growth for the first time in 5-7 years. We are issuing about 200 permits a year. There is also an increase in commercial building as well. We're hoping that we've turned the corner and all impact fees, property taxes, sales tax continue to improve. We need the manpower. We have a few employees with injuries right now, and we had to tell the County Chiefs that we can't send any of our "red" fire trucks out on strike team assignment this year until we get at least one of our guys healthy again. We'll have to send the yellow one out if called, but we aren't going to be able to send any of our engines. Station No. 3 is becoming more of an issue on a daily basis. Because we have multiple apparatus tied up on incidents, we are not being able to meet the ISO rating for response times. We are experiencing elevated response times to the South and East end of town. Chief Marrison gave statistics regarding the delayed responses due to multiple incidents. The delays are from Cresthills down to where the future Pioneer corridor goes toward Ward Road; College Greens; Gilbert Gonzales Apartments; Avalon Retirement area. ISO came out a few months ago and did an evaluation on our delayed responses, and their suggestion is somewhere behind Home Depot. Chief Marrison wants to keep it closer to the Pioneer corridor near Place Road.

Interim City Manager Brizzee introduced Commander Ray Reyna who is the Interim Police Chief.

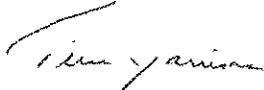
Interim Police Chief Ray Reyna advised the committee that the Police Department is very busy. Gary is expected to come back in about a month. We've touched on the new facility, which I get asked about all the time. Like the Fire Department, we also have staffing issues and equipment needs. Reyna is excited about the new fueling facility. He indicated it's been a long time coming, and Chief Marrison has done the majority of the work on this project.

Asst. Fire Chief Mason Hurley is excited about where we go from here. He is looking forward to being more involved in planning and working with all of the committee members in the future.

Staff Accountant Kim Tomas stated that she is available for any questions. You can contact her at City Hall.

There being no further business, the meeting was adjourned at 6:27 p.m.

Respectfully submitted,



Tim Marrison
Fire Chief

Measure P Min160608.doc



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members

FROM: Sonya Williams *[Signature]* Finance Director

DATE: July 6, 2016

SUBJECT: Budget Amendment

TYPE OF REPORT: Consent Agenda

Recommendation:

Staff recommends that the City Council adopt a resolution to revise the budget for the 2016-2017 Fiscal Year as it pertains to changes in expenditures.

Background:

The City Council may amend the budget by resolution, adjusting the overall appropriation levels in each fund at any time during the fiscal year if funds are available. Increased appropriations are likely to be recommended to either solve a current year problem, or address a critical service need.

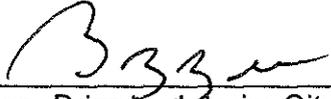
Discussion:

On March 30, 2015 the City Manager executed an amendment to an existing contract with Mr. Robert Wadell of Wadell Engineering Corporation to update the Los Banos Airport Site Selection and Concept Study. The budget does not include the funding for these services. Therefore, Staff recommends that Council increase the Community and Economic Development - Industrial Park budgeted expenditures by \$150,000 for consultant cost related to the airport relocation, for account number 100-410-100-269. The funds previously assigned for the Industrial Park Project will be used to fund this expenditure increase.

Fiscal Impact:

The fiscal impact to the General Fund – Industrial Park expenditures is \$150,000, previously assigned funds will be utilized.

Reviewed by:



Gary Brizzée, Interim City Manager

Attachments:

Resolution – Adopting a Revised Budget for 2016-17 Fiscal Year

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LOS BANOS ADOPTING A REVISED
BUDGET FOR THE 2016-2017 FISCAL YEAR AS IT PERTAINS TO
EXPENDITURES**

WHEREAS, the City Council of the City of Los Banos has been presented an amendment to the 2016-2017 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 2016-2017 Fiscal Year by action to amend the budget; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos hereby amends the 2016-2017 Fiscal Year Budget account 100-419-100-269 to increase by \$150,000.00:

BE IT FURTHER RESOLVED that account 100-419-100-269 original adopted expenditures are revised.

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 6th day of July 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 & City Council Members

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

DATE: July 6, 2016

SUBJECT: Approval of the Quitclaim Deed for a Public Utilities Easement from the City of Los Banos to Beardon Family Limited Partnership for Assessor's Parcel Number 424-120-007

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopt a Resolution approving the Quitclaim Deed for a Public Utilities Easement from the City of Los Banos to Beardon Family Limited Partnership for Assessor's Parcel Number 424-120-007, and authorizes the City Manager to execute the Quitclaim Deed from the City of Los Banos to Beardon Family Limited Partnership.

Discussion:

The Beardon Family Limited Partnership contacted the City in regards to quitclaiming the Public Utilities Easement, which borders the southerly property line of Assessor's Parcel Number 424-120-007. This easement to be quitclaimed is an existing 7 foot wide Public Utility Easement, located along the southerly boundary of the parcel owned by the Beardon Family Limited Partnership, and the northerly line of Mission Drive, from N. Mercey Springs Road to the existing Mission Drive cul-de-sac.

Upon research into this request, staff agreed to present the Quitclaim Deed to the City Council for their approval. This was based on the following findings:

- A. The Beardon Family Limited Partnership is the successor to the grantor of the 7 foot Public Utilities Easement.
- B. This previous dedication was dedicated to the City. The City did not purchase the easement.

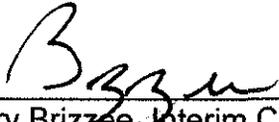
- C. No City utilities are located or are planned to be located in the area that is being quitclaimed.
- D. In the quitclaimed area, there are no existing or planned utility improvements.

Based on these findings, staff is recommending that this Public Utilities Easement be quitclaimed to the Beardon Family Limited Partnership.

Fiscal Impact:

The approval of this Quitclaim will pose no additional fiscal impact to the City of Los Banos.

Reviewed by:



Gary Brizzee, Interim City Manager

Attachments:

- Resolution
- Quitclaim Deed (including Exhibit A and Exhibit B)
- Assessor's Parcel Map Page 424-12

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE QUITCLAIM DEED FROM THE CITY OF LOS BANOS TO BEARDON FAMILY LIMITED PARTNERSHIP FOR THE PUBLIC UTILITIES EASEMENT FOR ASSESSOR'S PARCEL NUMBER 424-120-007

WHEREAS, there has been submitted to the City Council of the City of Los Banos a Quitclaim Deed from the City of Los Banos to Beardon Family Limited Partnership for the Public Utilities Easement; and

WHEREAS, said Quitclaim Deed, as presented, has been reviewed and examined and found acceptable by the City Council of the City of Los Banos; and

WHEREAS, Beardon Family Limited Partnership is the successor in the interest to the Assessor's Parcel Number 424-120-007 and that Assessor's Parcel Number 424-120-007 dedicated this Public Utilities Easement to the City of Los Banos; and

WHEREAS, the City Council finds and determines that the property is not needed for utility purposes and therefore the public interest and necessity will be served by its conveyance to Beardon Family Limited Partnership.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve and authorize the City Manager to execute the Quitclaim from the City of Los Banos to Beardon Family Limited Partnership described in "Exhibit A" and shown on "Exhibit B".

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 July 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

Recording Requested By:

When Recorded Mail Document
and Tax Statement To:

Bearden Family Limited Partnership
1700 McHenry Avenue, 65-B #160
Modesto, CA 95350

APN: 424-120-007

QUITCLAIM DEED

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are acknowledged, the **City of Los Banos, a municipal** corporation, (Transferor) does hereby remise, release, and forever quitclaim to Bearden Family Limited Partnership, (Transferee) all right, title and interest in and to the following described property:

SEE ATTACHED EXHIBITS A & B

This document is to relinquish all Transferor's interest, prescriptive, written or otherwise, as described in attached Exhibit "A" and depicted on Exhibit "B", hereby incorporated by reference, pursuant to City of Los Banos Resolution No. _____.

Executed as of: _____

Transferor:

City of Los Banos

By: _____
Alex Terrazas, City Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____ before me, _____,
personally appeared _____

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

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

Witness my hand and official seal.

Signature: _____ (Seal)

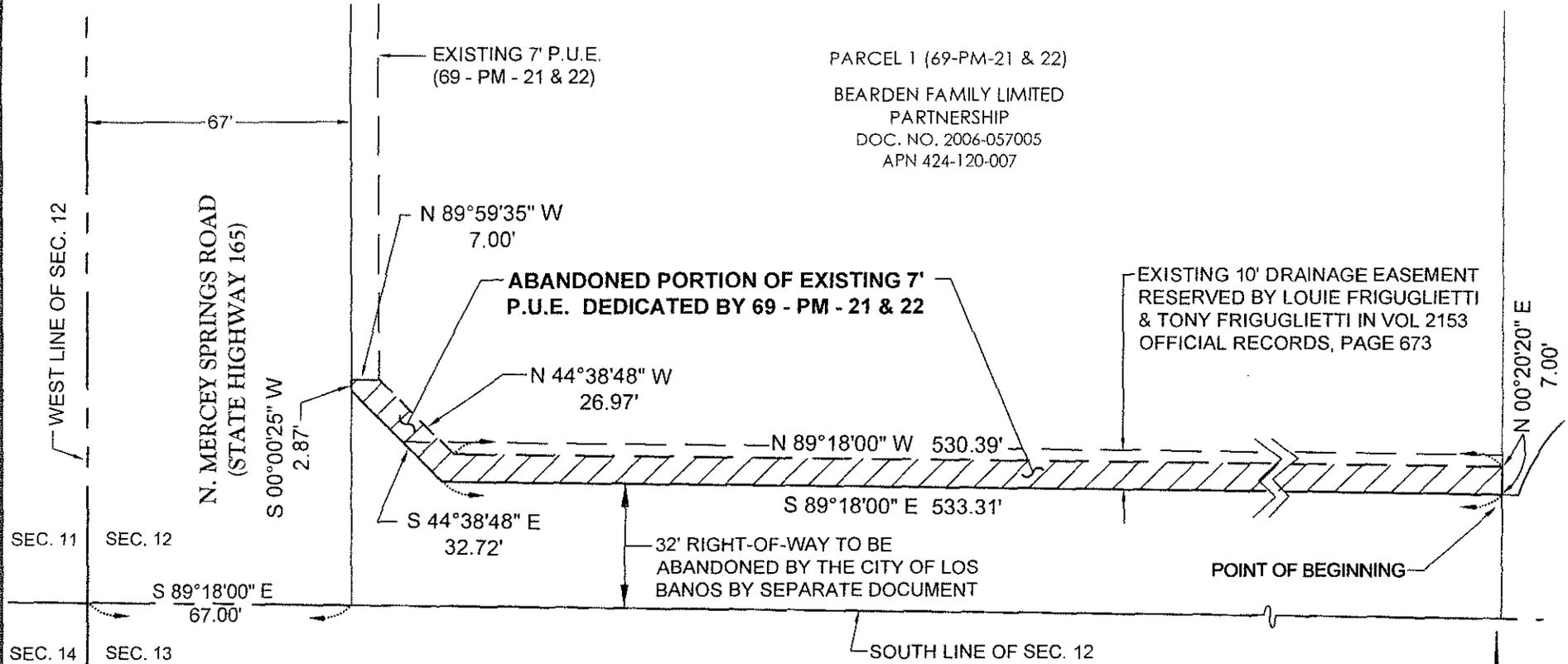
Exhibit "A"
Legal Description for Public Utilities Easement Abandonment

A portion of Parcel 1 as shown on that Parcel Map filed for record in Book 69 of Parcel Maps at Pages 21 and 22, Merced County Records, lying in the southwest quarter of Section 12, Township 10 South, Range 10 East, Mount Diablo Base and Meridian, situate in the City of Los Banos, County of Merced, California more particularly described as follows:

Beginning at the southeast corner of said Parcel 1; thence along the east line of said Parcel 1, North 00°20'20" East, 7.00 feet; thence along the 7-foot wide Public Utilities Easement shown on said map, North 89°18'00" West, 530.39 feet to an angle point in said easement; thence along the northeasterly line of said easement and being 7.00 feet northeasterly and parallel with the southwesterly line of said Parcel 1, North 44°38'48" West, 26.97 feet to an angle point in said easement; thence North 89°59'35" West, 7.00 feet to the west line of said Parcel 1; thence along said west line, South 00°00'25" West, 2.87 feet; thence along the southwesterly line of said Parcel 1, South 44°38'48" East, 32.72 feet; thence along the south line of said Parcel 1, South 89°18'00" East, 533.31 feet to the point of beginning.



PARCEL 1 (69-PM-21 & 22)
 BEARDEN FAMILY LIMITED
 PARTNERSHIP
 DOC. NO. 2006-057005
 APN 424-120-007

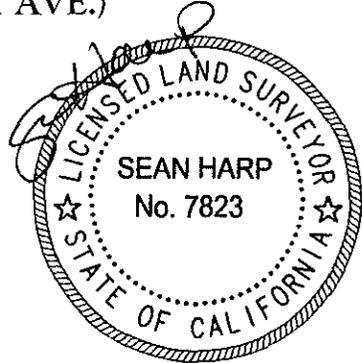


EXISTING 10' DRAINAGE EASEMENT
 RESERVED BY LOUIE FRIGUGLIETTI
 & TONY FRIGUGLIETTI IN VOL 2153
 OFFICIAL RECORDS, PAGE 673

32' RIGHT-OF-WAY TO BE
 ABANDONED BY THE CITY OF LOS
 BANOS BY SEPARATE DOCUMENT

POINT OF BEGINNING

MISSION DRIVE (FORMERLY EAST WILLMOTT AVE.)



SCALE: 1"= 40'

GDR ENGINEERING, Inc.
 ENGINEERING/SURVEYING/PLANNING
 3525 MITCHELL ROAD, SUITE G CERE, CA 95307
 TELEPHONE: (209) 538-3360 FAX: (209) 538-7370

EXHIBIT "B"
ABANDONMENT OF PUBLIC UTILITIES EASEMENT
 CITY OF LOS BANOS MERCED COUNTY CALIFORNIA

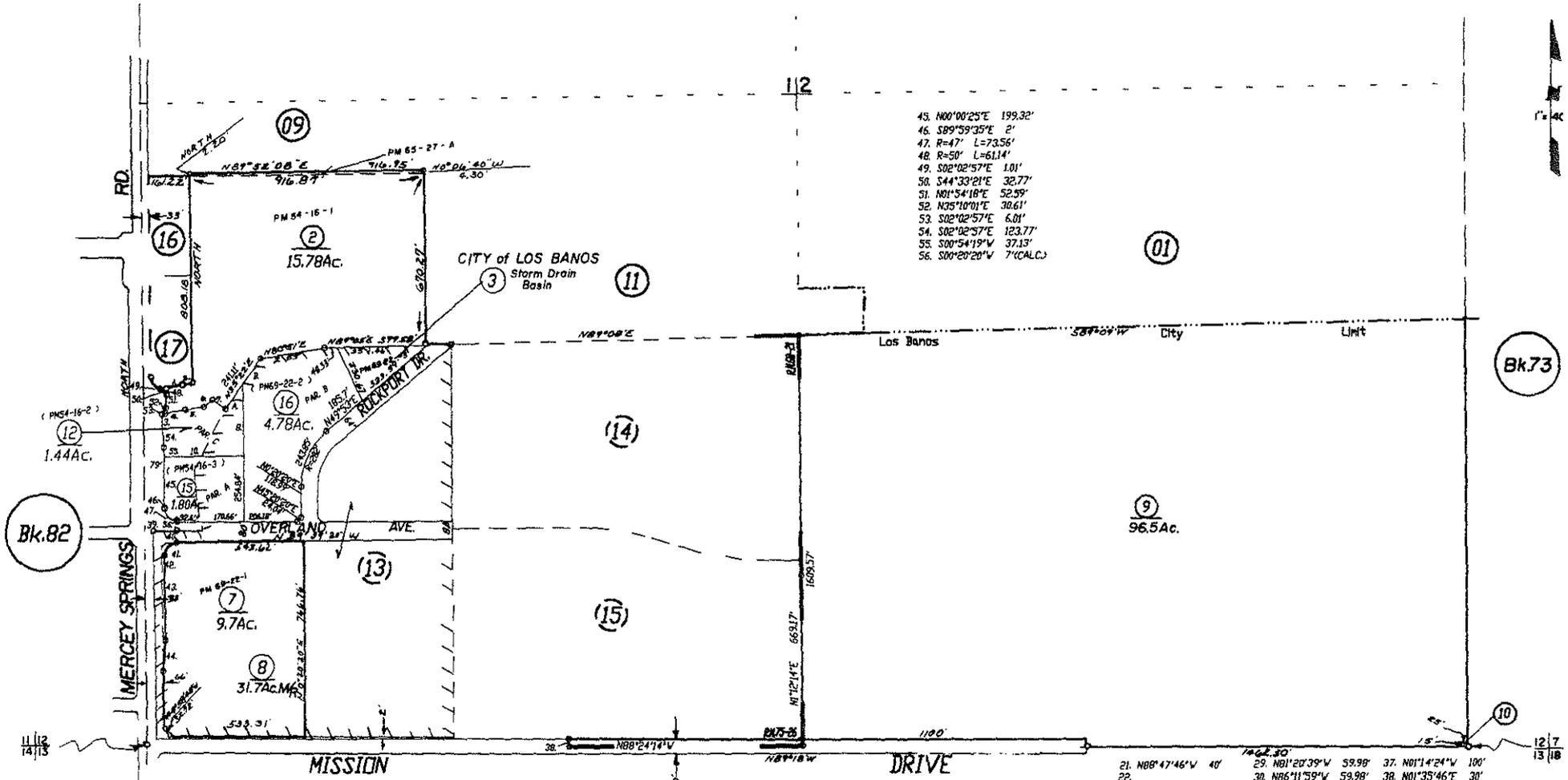
| | |
|-------------------|---------|
| JOB NO. 08042 | 1 |
| DATE: 5/2/2016 | OF 1 |

— NOTE —
 This map is for Assessment purposes only.
 It is not to be construed as portraying
 legal ownership or divisions of land for
 purposes of zoning or subdivision law.

POR. S 1/2 SEC. 12, T. 10S., R. 10E., M. D. B. & M.

Tax Rate Area 4-01
 4-66

424-1c



- 45. N00°00'25"E 199.32'
- 46. S89°59'35"E 2'
- 47. R=47' L=73.56'
- 48. R=50' L=61.14'
- 49. S02°02'57"E 1.01'
- 50. S44°33'21"E 32.77'
- 51. N01°54'18"E 52.59'
- 52. N35°10'01"E 38.61'
- 53. S02°02'57"E 6.01'
- 54. S02°02'57"E 123.77'
- 55. S00°54'19"W 37.13'
- 56. S00°28'20"W 7'(CALC.)

- A. N35°22'42"E 120.26'
- B. N35°22'42"E 120.91'
- 1. N79°04'49"E 64.83'
- 2. N72°47'20"E 40.02'
- 3. S82°28'41"W 15.28'
- 4. S50°22'40"W 21.83'
- 5. S82°17'52"W 72.88'
- 6. S47°57'12"W 42.71'
- 7. N88°00'49"W 63.65'
- 8. N00°00'25"E 283.41'
- 9.
- 10. S89°59'35"E 312'

Bk. 428

- 13. N89°39'40"W 138.44'
- 14. R=17' L= 26.61'
- 15. N49°59'35"W 5.68'
- 16. N11°51'33"W 77.39'
- 17. N73°15'25"W 174.32'
- 18. R=936' L=253.85'
- 19. N88°47'46"W 118.44'
- 20. N88°16'19"W 26.42'

- 21. N88°47'46"W 40'
- 22.
- 23.
- 24. N16°44'35"E 100'
- 25. N73°15'25"W 23.48'
- 26. N16°44'35"E 156'
- 27. N73°19'25"W 60'
- 28. N76°29'19"W 59.98'
- 29. N01°20'39"W 59.98'
- 30. N86°11'59"W 59.98'
- 31. N88°45'36"W 126'
- 32. N01°14'24"E 29.98'
- 33. N88°45'36"W 100'
- 34. N01°14'24"E 420'
- 35. N74°03'01"W 129.23'
- 36. N88°24'14"W 65'
- 37. N01°14'24"W 100'
- 38. N01°35'46"E 30'
- 39. N89°09'20"E 92.57'
- 40. N00°20'20"E 49.31'
- 41. R=47' L=74.10'
- 42. S89°59'35"E 2'
- 43. N00°00'25"E 333.44'
- 44. N04°18'22"E 120.09'

DRAWN 7-07
 REVISED 10-08
 10-22-08

NOTE — Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 424-Pg. 12
 County of Merced, Calif.
 2007



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: July 6, 2016

SUBJECT: Approval of the Quitclaim Deed for the Mission Drive right of way from the City of Los Banos to Beardon Family Limited Partnership for Assessor's Parcel Number 424-120-007

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopt a Resolution approving the Quitclaim Deed for the Mission Drive right of way from the City of Los Banos to Beardon Family Limited Partnership for Assessor's Parcel Number 424-120-007, and authorizes the City Manager to execute the Quitclaim Deed from the City of Los Banos to Beardon Family Limited Partnership.

Discussion:

The Beardon Family Limited Partnership contacted the City in regards to quitclaiming one-half of the Mission Drive right of way, which borders the southerly property line of Assessor's Parcel Number 424-120-007.

Upon research into this request, staff agreed to present the Quitclaim Deed to the City Council for their approval. This was based on the following findings:

- A. The Beardon Family Limited Partnership is the successor to the grantor of the 32 foot, ½ street Mission Drive dedication.
- B. This previous dedication was dedicated to the City. The City did not purchase the right of way.
- C. No City utilities are located or are planned to be located in the area that is being quitclaimed.

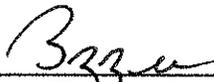
- D. This quitclaimed area will revert back to being part of Assessor's Parcel Number 424-120-007. This is the original parcel that dedicated the right of way in the past.
- E. Mission Drive, from Mercey Springs Road, east to the existing constructed cul-de-sac is not a part of the City's ultimate street network.
- F. In the quitclaimed area, there are no existing or planned street improvements.

Based on these findings, staff is recommending that this area of Mission Drive be quitclaimed to the Beardon Family Limited Partnership.

Fiscal Impact:

The approval of this Quitclaim will pose no additional fiscal impact to the City of Los Banos.

Reviewed by:



Gary Brizze, Interim City Manager

Attachments:

Resolution
Quitclaim Deed (including Exhibit A and Exhibit B)
Assessor's Parcel Map Page 424-12

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE QUITCLAIM DEED FROM THE CITY OF LOS BANOS TO BEARDON FAMILY LIMITED PARTNERSHIP FOR THE MISSION DRIVE RIGHT OF WAY FOR ASSESSOR'S PARCEL NUMBER 424-120-007

WHEREAS, there has been submitted to the City Council of the City of Los Banos a Quitclaim Deed from the City of Los Banos to Beardon Family Limited Partnership for the ½ street Mission Drive right of way; and

WHEREAS, said Quitclaim Deed, as presented, has been reviewed and examined and found acceptable by the City Council of the City of Los Banos; and

WHEREAS, Beardon Family Limited Partnership is the successor in the interest to the Assessor's Parcel Number 424-120-007 and that Assessor's Parcel Number 424-120-007 dedicated this Mission Drive right of way to the City of Los Banos; and

WHEREAS, the City Council finds and determines that the property is not needed for street purposes and therefore the public interest and necessity will be served by its conveyance to Beardon Family Limited Partnership.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve and authorize the City Manager to execute the Quitclaim from the City of Los Banos to Beardon Family Limited Partnership described in "Exhibit A" and shown on "Exhibit B".

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 July 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

Recording Requested By:

When Recorded Mail Document
and Tax Statement To:

Bearden Family Limited Partnership
1700 McHenry Avenue, 65-B #160
Modesto, CA 95350

APN: 424-120-007

QUITCLAIM DEED

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are acknowledged, the **City of Los Banos, a municipal** corporation, (Transferor) does hereby remise, release, and forever quitclaim to Bearden Family Limited Partnership, (Transferee) all right, title and interest in and to the following described property:

SEE ATTACHED EXHIBITS A & B

This document is to relinquish all Transferor's interest, prescriptive, written or otherwise, as described in attached Exhibit "A" and depicted on Exhibit "B", hereby incorporated by reference, pursuant to City of Los Banos Resolution No. _____.

Executed as of: _____

Transferor:
City of Los Banos

By: _____
Alex Terrazas, City Manager

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____ before me, _____
personally appeared _____

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

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

Witness my hand and official seal.

Signature: _____ (Seal)

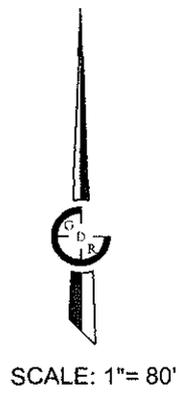
Exhibit "A"
Legal Description for Right-of-Way Abandonment

A portion of southwest quarter of Section 12, Township 10 South, Range 10 East, Mount Diablo Base and Meridian, situate in the City of Los Banos, County of Merced, California more particularly described as follows:

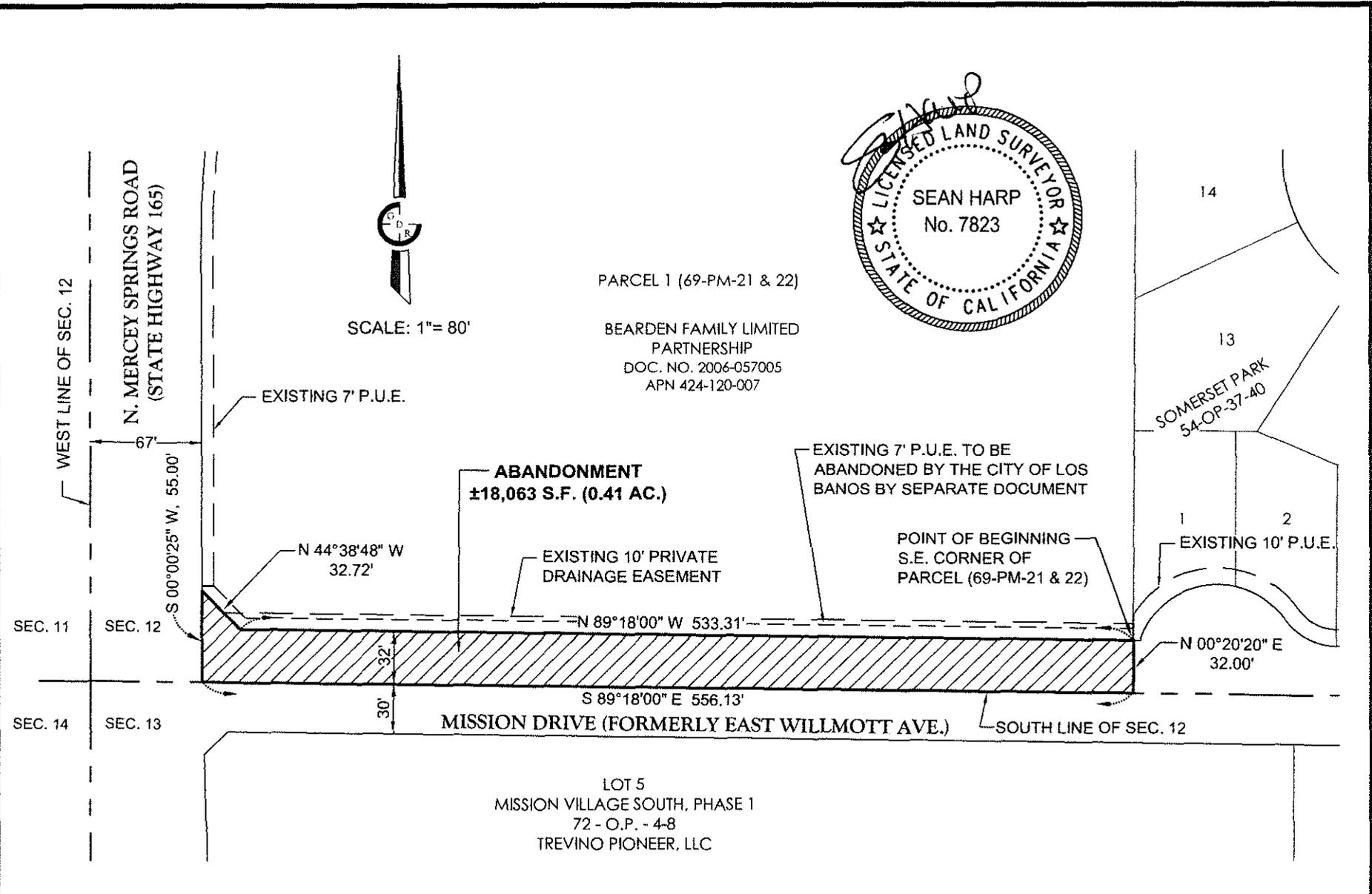
Beginning at the southeast corner of Parcel 1 as shown on that Parcel Map filed for record in Book 69 of Parcel Maps at Pages 21 and 22, Merced County Records; thence along the south line of said Parcel 1, North 89°18'00" West, 533.31 feet; thence along the southwesterly line of said Parcel 1, North 44°38'48" West, 32.72 feet; thence along a line that lies 67.00 feet east of the west line of said Section 12, South 00°00'25" West, 55.00 feet to the south line of said Section 12; thence along said south line of Section 12, South 89°18'00" East, 556.13 feet to the southerly prolongation of the east line of said Parcel 1; thence along said southerly prolongation, North 00°20'20" East, 32.00 feet to the point of beginning.

Containing 18,063 square feet (0.41 acres), more or less.





PARCEL 1 (69-PM-21 & 22)
 BEARDEN FAMILY LIMITED PARTNERSHIP
 DOC. NO. 2006-057005
 APN 424-120-007



GDR ENGINEERING, Inc.
 ENGINEERING/SURVEYING/PLANNING
 3525 MITCHELL ROAD, SUITE G CERES, CA 95307
 TELEPHONE: (209) 538-3360 FAX: (209) 538-7370

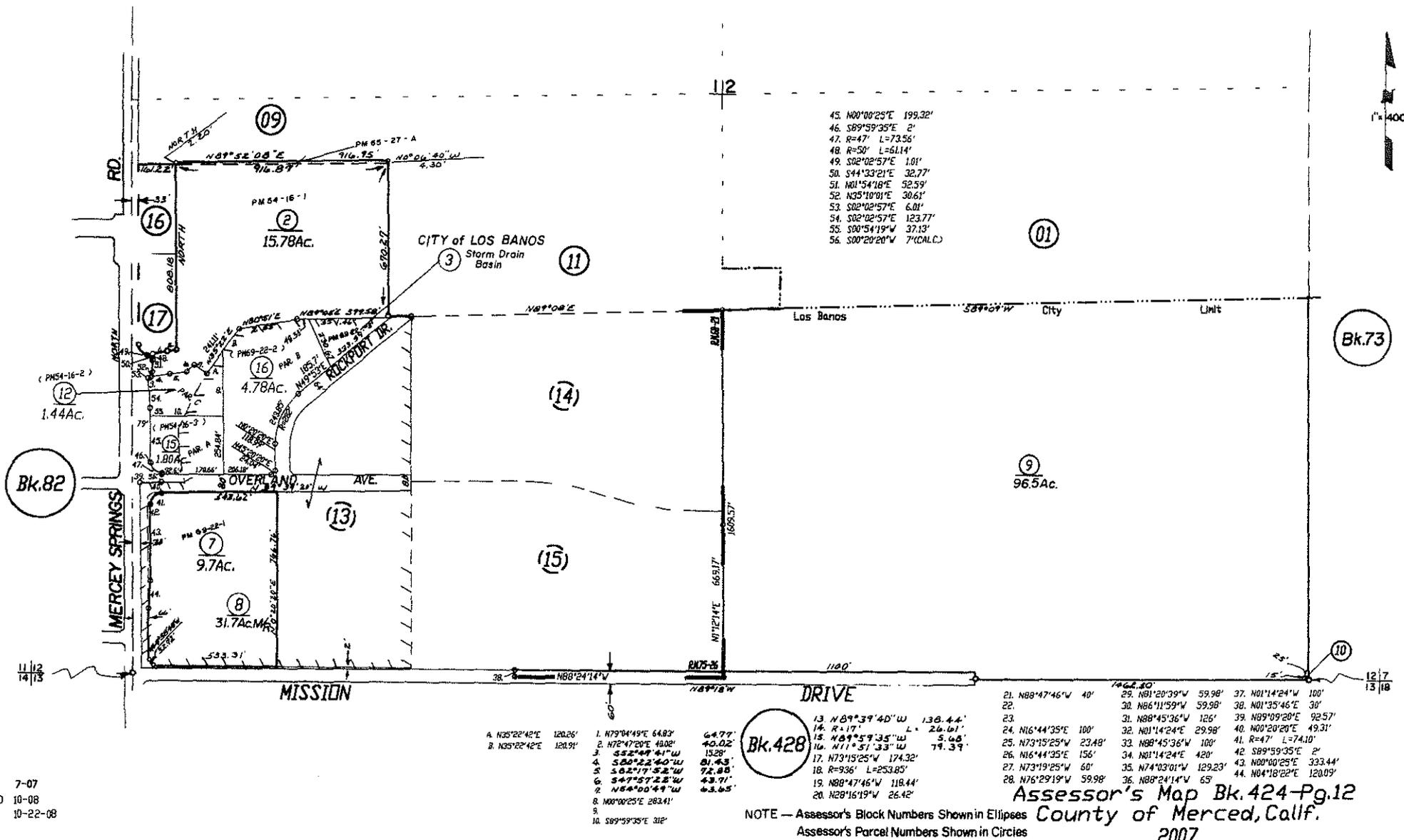
EXHIBIT "B"
RIGHT-OF-WAY ABANDONMENT FOR A PORTION OF
MISSION DRIVE (FORMERLY EAST WILLMOTT AVENUE)
 CITY OF LOS BANOS MERCED COUNTY CALIFORNIA

| | | |
|---------|----------|------|
| JOB NO. | 08042 | 1 |
| DATE: | 5/2/2016 | OF 1 |

- NOTE -
 This map is for Assessment purposes only.
 It is not to be construed as portraying
 legal ownership or divisions of land for
 purposes of zoning or subdivision law.

POR. S 1/2 SEC. 12, T. 10S., R. 10E., M.D.B. 8M.

Tax Rate Area 4-01 424-12
 4-66



DRAWN 7-07
 REVISED 10-08
 10-22-08

Bk. 428

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 424-Pg. 12
 County of Merced, Calif.
 2007



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: July 6, 2016

SUBJECT: Acceptance of Beardon Family Limited Partnership Grant of Easement to the City of Los Banos for Assessor's Parcel Number 424-120-007

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopt the Resolution accepting the Grant of Easement from Beardon Family Limited Partnership for Assessor's Parcel Number 424-120-007.

Discussion:

Based upon the need to establish Public Utility Easements (PUE) along Mission Drive and N. Mercey Springs Road because of the abandonment of the Mission Drive ½ street right of way to this parcel, these PUE's are required along the existing street right of ways.

The two PUE's are located along the Mission Drive cul-de-sac right of way, and along the N. Mercey Springs Road right of way.

Fiscal Impact:

The acceptance of the Grant of Easement will pose no additional fiscal impact to the City of Los Banos.

Reviewed by:

Gary Brizzee, Interim City Manager

Attachments:

Resolution
Grant of Easement (including Exhibit A and Exhibit B)
Assessor's Parcel Map Page 424-12

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS ACCEPTING A GRANT OF EASEMENT FROM BEARDON FAMILY LIMITED PARTNERSHIP FOR ASSESSOR'S PARCEL NUMBER 424-120-007

WHEREAS, there has been submitted to the City Council of the City of Los Banos a Grant of Easement from Beardon Family Limited Partnership for the purpose of public utilities; and

WHEREAS, the City of Los Banos is desirous of accepting said easement for purposes of acquiring public utility easements on Assessor's Parcel Number 424-120-007; and

WHEREAS, said Grant Deed, as presented, has been reviewed and examined and found acceptable by the City Council of the City of Los Banos.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept said Grant of Easement of real property described in "Exhibit A" and shown on "Exhibit B".

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 July 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

RECORDING REQUESTED BY:

When Recorded Mail Document
and Tax Statement To:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 424-120-007

EASEMENT DEED

The undersigned grantor(s) declare(s)

Documentary Transfer Tax is \$-0- City Transfer Tax is \$

- computed on full value of property conveyed, or
 computed on full value less value of liens or encumbrances remaining at time of sale,
 City of Los Banos

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Bearden Family Limited Partnership

Hereby GRANT(S) to the CITY OF Los Banos, A Municipal Corporation

the following described real property in the City of Los Banos,

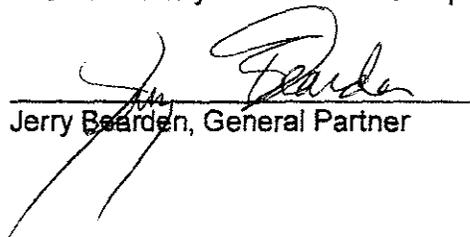
County of Merced, State of California:

See legal description and map attached hereto and made a part hereof as Exhibit "A"
& Exhibit "B".

This deed is being recorded for Public Utility purposes.

Bearden Family Limited Partnership

Dated MAY 23, 2016


Jerry Bearden, General Partner

MAIL TAX STATEMENTS AS DIRECTED ABOVE

ACKNOWLEDGEMENT

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 Stanislaus)

ON May 23 2014 before me, Ashley Cervantes Notary Public
personally appeared Jerry Bill Bearden

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

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

Witness my hand and official seal.

Signature: [Handwritten Signature]

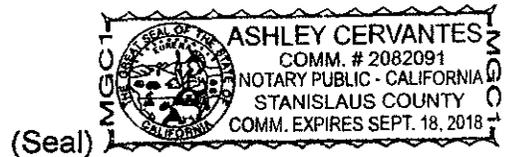


Exhibit "A"
Legal Description for Public Utilities

Easement No. 1:

A portion of southwest quarter of Section 12, Township 10 South, Range 10 East, Mount Diablo Base and Meridian, situate in the City of Los Banos, County of Merced, California more particularly described as follows:

Beginning at the southeast corner of Parcel 1 as shown on that Parcel Map filed for record in Book 69 of Parcel Maps at Pages 21 and 22, Merced County Records; thence along the east line of said Parcel 1, North 00°20'20" East, 15.16 feet to the beginning of a non-tangent curve concave southeasterly, having a radius of 58.00 feet, to which a radial line bears North 59°07'19" West; thence southerly along the arc of said curve through a central angle of 48°15'29", a distance of 48.85 feet to the south line of said Section 12; thence along said south line of Section 12, South 89°18'00" East, 5.29 feet to the southerly prolongation of the east line of said Parcel 1; thence along said southerly prolongation, North 00°20'20" East, 32.00 feet to the point of beginning.

Easement No. 2:

A portion of southwest quarter of Section 12, Township 10 South, Range 10 East, Mount Diablo Base and Meridian, situate in the City of Los Banos, County of Merced, California more particularly described as follows:

Commencing at the southwest corner of said Section 12; thence along the south line of said Section 12, South 89°18'00" East, 67.00 feet to the **Point of Beginning**; thence continuing along said south line, South 89°18'00" East, 7.00 feet; thence along a line that lies 74.00 feet east of the west line of said Section 12, North 00°00'25" East, 57.96 feet to an angle point in the easterly line of the 7-foot wide Public Utilities Easement shown on that Parcel Map filed for record in Book 69 of Parcel Maps at Pages 21 and 22, Merced County Records; thence North 89°59'35" West, 7.00 feet to the west line of Parcel 1 as shown on said Parcel Map; thence along a line that lies 67.00 feet east of the west line of said Section 12, South 00°00'25" West, 57.88 feet to point of beginning.



PARCEL 1 (69-PM-21 & 22)

BEARDEN FAMILY LIMITED
PARTNERSHIP
DOC. NO. 2006-057005
APN 424-120-007

SOMERSET PARK (54 - OP - 37-40)

LOT 1

LOT 2



SCALE: 1" = 20'

7' P.U.E. TO BE ABANDONED
BY THE CITY OF LOS BANOS
BY SEPARATE DOCUMENT

EXISTING 10'
DRAINAGE EASEMENT

EXISTING 10' P.U.E.
(54 - OP - 37-40)

POINT OF BEGINNING
S.E. CORNER OF
PARCEL (69-PM-21 & 22)

32'
TO BE ABANDONED BY
THE CITY OF LOS BANOS
BY SEPARATE DOCUMENT

R=58.00'
L=48.85'
Δ=48°15'29"

PROPOSED
P.U.E.

N 59°07'19" W (R)

S 72°37'12" W (R)

N 0°20'20" E 47.16'

S 89°18'00" E
5.29'

SOUTH LINE OF SEC. 12

MISSION DRIVE (FORMERLY EAST WILLMOTT AVE.)



GDR ENGINEERING, Inc.
ENGINEERING/SURVEYING/PLANNING
3525 MITCHELL ROAD, SUITE C CERES, CA 95307
TELEPHONE: (209) 538-3360 FAX: (209) 538-7370

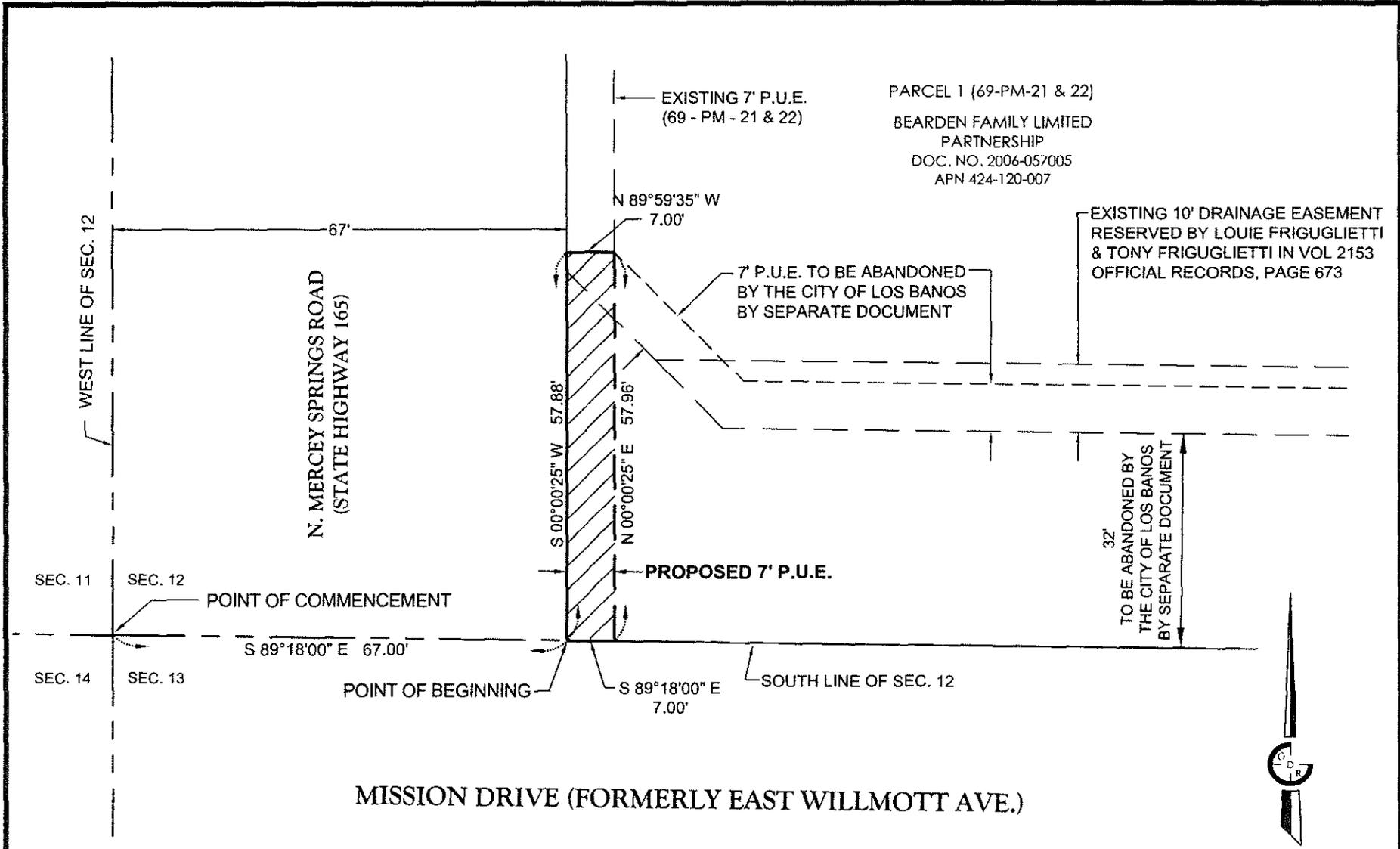
EXHIBIT "B"
PUBLIC UTILITIES EASEMENT

CITY OF LOS BANOS MERCED COUNTY CALIFORNIA

JOB NO.
08042

DATE:
5/4/2016

1
OF
2



PARCEL 1 (69-PM-21 & 22)
 BEARDEN FAMILY LIMITED
 PARTNERSHIP
 DOC. NO. 2006-057005
 APN 424-120-007

EXISTING 10' DRAINAGE EASEMENT
 RESERVED BY LOUIE FRIGUGLIETTI
 & TONY FRIGUGLIETTI IN VOL 2153
 OFFICIAL RECORDS, PAGE 673

7' P.U.E. TO BE ABANDONED
 BY THE CITY OF LOS BANOS
 BY SEPARATE DOCUMENT

32'
 TO BE ABANDONED BY
 THE CITY OF LOS BANOS
 BY SEPARATE DOCUMENT



SCALE: 1" = 20'

GDR ENGINEERING, Inc.
 ENGINEERING/SURVEYING/PLANNING
 3525 MITCHELL ROAD, SUITE G CERES, CA 95307
 TELEPHONE: (209) 538-3360 FAX: (209) 538-7370

EXHIBIT "B"
PUBLIC UTILITIES EASEMENT

CITY OF LOS BANOS MERCED COUNTY CALIFORNIA

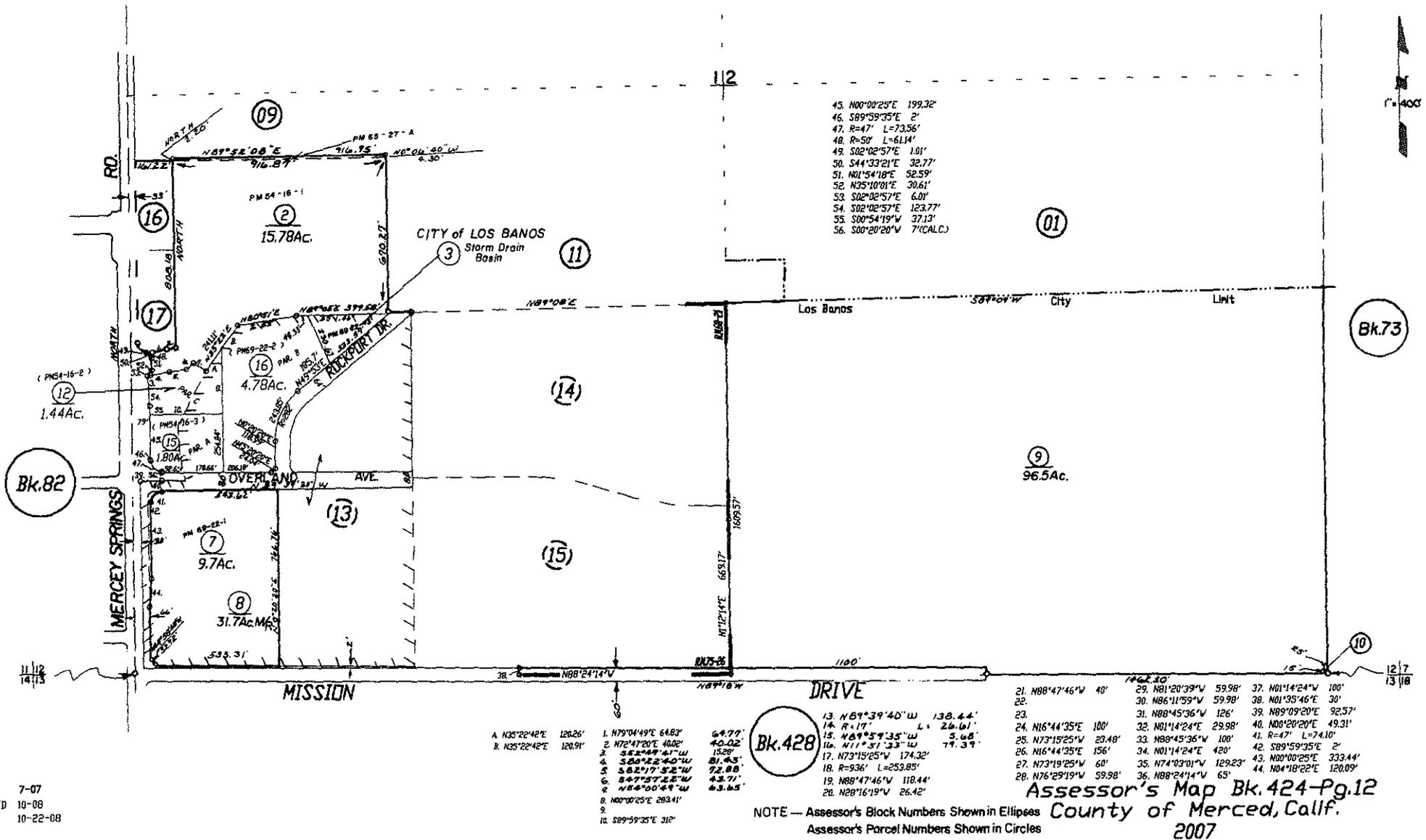
| | |
|-------------------|---------|
| JOB NO. 08042 | 2 OF |
| DATE: 5/4/2016 | 2 |

- NOTE -
 This map is for Assessment purposes only.
 It is not to be construed as portraying
 legal ownership or divisions of land for
 purposes of zoning or subdivision law.

POR. S 1/2 SEC. 12, T. 10S., R. 10E., M.D.B. & M.

Tax Rate Area 4-01
 4-66

424-12



DRAWN 7-07
 REVISED 10-08
 10-22-08

Bk. 428

NOTE - Assessor's Block Numbers Shown in Ellipses
 Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 424-Pg. 12
 County of Merced, Calif.
 2007



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: July 6, 2016

SUBJECT: Construction Contract for Mercey Springs Sewer Line Replacement

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution awarding the Mercey Springs Sewer Line Replacement construction project contract to Floyd Johnston Construction Company Inc., and authorize the Public Works Director/City Engineer to execute the construction Contract Agreement in the amount of \$1,429,190.00. Staff is requesting a 20% contingency of \$285,800.00. 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 sewer main lines. Staff has identified the Mercey Springs Sewer Line for replacement. The Mercey Springs Sewer Line is in poor physical condition, uses an obsolete clay piping system, has collapsed under the load of the State Highway on two occasions, and makes new developmental lateral tie-ins extremely difficult to connect while maintaining the integrity of the main line. 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, Gouveia Engineering, to design the project. Once the design was ready, staff released the project for advertisement on Friday, May 6, 2016. The bid opening was held on

Tuesday, June 7, 2016. The Public Works Department, through the office of the City Clerk, received three (3) bids from the following contractors:

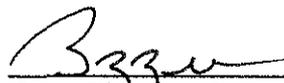
| | | |
|---------------------------------|---------|----------------|
| Rolfe Construction Company | Atwater | \$1,481,569.00 |
| California Trenchless, Inc. | Hayward | \$1,588,045.00 |
| Floyd Johnston Const. Co., Inc. | Clovis | \$1,429,190.00 |

Staff reviewed each of the bid proposals. Floyd Johnston Construction Company Inc. has provided the lowest responsive and responsible bid for the project. Staff is recommending Floyd Johnston Construction Company Inc. be awarded the contract for the construction of the Mercey Springs Sewer Line Replacement. The project is a replacement of existing infrastructure. Staff is recommending a contingency of twenty percent (20%).

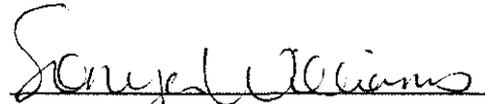
Fiscal Impact:

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 2016-2017 fiscal year budget.

Reviewed by:



Gary Brizze, Interim City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
Bid Opening Sheet
Public Notice
Contract Agreement
2016-2017 Fiscal Budget Sheet

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING AWARD OF
CONSTRUCTION CONTRACT FOR MERCY
SPRINGS SEWER LINE REPLACEMENT**

WHEREAS, the City of Los Banos Public Works Department received competitive bids on June 7, 2016 for the purpose of replacing the Mercy Springs Sewer Line in the City of Los Banos; and

WHEREAS, the Public Works Department has determined, after receiving competitive bids, that Floyd Johnston Construction Company, Inc. provided the lowest responsive and responsible bid in the amount of \$1,429,190.00; and

WHEREAS, the Public Works Department requests the City Council authorize a 20% contingency in the amount of \$285,800.00; and

WHEREAS, the Public Works Department requests the City Council authorize the Public Works Director/City Engineer to execute the Construction Contract Agreement with Floyd Johnston Construction Company, 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 Floyd Johnston Construction Company, Inc. in the amount of \$1,429,190.00 with a 20% contingency in the amount of \$285,800.00, 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 July 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

MERCEY SPRINGS SEWER LINE REPLACEMENT

June 7, 2016 @ 2:00 PM

- | | |
|--|----------------|
| 1. Rolfe Contruction | \$1,480,353.00 |
| 2. California Trenchless Inc. | \$1,588,045.00 |
| 3. Floyd Johnston Construction Co., Inc. | \$1,429,190.00 |

Signed: *Lucille L. Mallonee*
Lucille L. Mallonee, MMC
City Clerk/Human Resources Director

Dated: June 7, 2016

Greg Pimentel
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 MERCY SPRINGS SEWER LINE REPLACEMENT** will be received by the City of Los Banos at the office of the City Clerk until 2:00 p.m. Pacific Daylight Savings Time, June 7, 2016 and then at said office publicly opened and read aloud.

The major work consists of removing and replacing approximately 5,850 linear feet of sewerline, replacing 16 manholes, and 35,400 square feet of asphalt concrete trench repairs in the City of Los Banos.

The time for completion shall be sixty (60) 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 or 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 – General Engineering Contractor or C34 – Pipeline Contractor.

Prospective bidders are required to attend a mandatory pre-bid meeting on May 19, 2016. **Bids will not be considered from bidders who were not physically in attendance at the mandatory pre-bid**

meeting.

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 20__ by and between the **City of Los Banos, a California municipal corporation** ("Owner") and **Floyd Johnston Construction Company, 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 "**Mercey Springs Sewer Line Replacement**".

The work is generally described as follows:

- Construction of removing and replacing approximately 5,850 linear feet of sewer line, replacing 16 manholes, and 35,400 square feet of asphalt concrete trench repairs in the City of Los Banos.
- 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. Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within the time period set forth in the bid, unless the period for completion is extended otherwise by the Contract Documents.

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 2 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 2 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 consists 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 Gouveia Engineering entitled "Mercey Springs Sewer Line", dated May, 2016.
- (N) Drawings prepared by Gouveia Engineering numbered Sheets 1 through 34.
- (O) Addendum No. 1, dated May 27, 2016

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: _____
Mark Fachin

Title: _____
Public Works Director/City Engineer

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)

City of Los Banos
Wastewater Collection
2016-2017

| Account Number | Description | 2013-2014 Actual | 2014-2015 Actual | 2015-2016 Estimated | 2016-2017 Proposed |
|-------------------|------------------------------------|---------------------|---------------------|------------------------|-----------------------|
| 502-432-100-101 | Salaries | 325,859 | 332,542 | 345,124 | 366,011 |
| 502-432-100-102 | Part Time | 3,031 | 3,042 | 2,975 | 2,975 |
| 502-432-100-103 | Overtime | 10,376 | 12,856 | 13,000 | 18,000 |
| 502-432-100-120 | Benefits | 281,152 | 280,512 | 231,623 | 242,250 |
| 502-432-100-121 | Benefits-PERS | 0 | 0 | 83,467 | 99,635 |
| | Personnel Services | 620,418 | 628,952 | 676,189 | 728,871 |
| 502-432-100-202 | Fleet Repair & Maintenance | 25,000 | 22,560 | 25,000 | 31,200 |
| 502-432-100-203 | Equipment Repair & Maintenance | 9,845 | 13,458 | 15,000 | 15,000 |
| 502-432-100-204 | Fleet Services | 17,000 | 27,173 | 30,904 | 39,211 |
| 502-432-100-205 | Facility Maintenance | 800 | 1,492 | 1,000 | 1,500 |
| 502-432-100-206 | Property Lease | 2,946 | 2,946 | 3,000 | 3,000 |
| 502-432-100-208 | Rental - Vehicles & Equipment | 3,824 | 9,177 | 25,000 | 30,000 |
| 502-432-100-231 | Professional Services | 4,563 | 2,907 | 74,000 | 115,000 |
| 502-432-100-235 | City Engineer | 17,173 | 19,267 | 0 | 15,000 |
| 502-432-100-236 | Medical Services | 523 | 1,209 | 1,000 | 1,600 |
| 502-432-100-237 | Recruitment | 0 | 298 | 8 | 500 |
| 502-432-100-238 | Technical Services | 5,358 | 2,153 | 5,000 | 5,000 |
| 502-432-100-240 | I.T.Services | 4,991 | 6,932 | 6,696 | 6,661 |
| 502-432-100-250 | Insurance | 13,552 | 13,645 | 15,772 | 18,146 |
| 502-432-100-251 | Memberships & Dues | 206 | 150 | 300 | 300 |
| 502-432-100-252 | Communications | 1,294 | 1,295 | 1,200 | 1,800 |
| 502-432-100-253 | Advertising | 0 | 18 | 0 | 100 |
| 502-432-100-256 | Permits, Fees & Charges | 190,574 | 126,372 | 130,000 | 135,000 |
| 502-432-100-257 | Travel & Training | 556 | 687 | 400 | 1,500 |
| 502-432-100-259 | Community Promotion | 0 | 0 | 500 | 500 |
| 502-432-100-260 | Office Supplies | 1,006 | 963 | 1,000 | 1,200 |
| 502-432-100-262 | Uniform Expenses | 2,803 | 2,011 | 3,000 | 3,000 |
| 502-432-100-264 | Electricity & Gas | 57,785 | 55,052 | 62,000 | 66,500 |
| 502-432-100-265 | Gasoline & Oil | 21,000 | 17,146 | 17,000 | 14,646 |
| 502-432-100-267 | General Materials & Supplies | 35,468 | 37,738 | 40,000 | 40,000 |
| | Supplies & Services | 416,266 | 364,646 | 457,780 | 546,364 |
| 502-432-100-714 | Storm Drain Improvement | 190,553 | 45,082 | 0 | 0 |
| ★ 502-432-100-739 | Master Plan | 0 | 104,408 | 1,085,154 | 2,245,000 ★ |
| 502-432-100-752 | Communication Equipment | 0 | 0 | 0 | 1,377 |
| 502-432-100-753 | Specialized Equipment | 34 | 196,827 | 0 | 80,000 |
| 502-432-100-770 | Computer Equipment | 1,488 | 0 | 0 | 491 |
| | Capital Outlay | 192,075 | 346,317 | 1,085,154 | 2,326,868 |
| 502-432-100-825 | Waste Water Charge Out | (4,436) | 0 | 0 | 0 |
| | Charge Ins - Outs | (4,436) | 0 | 0 | 0 |
| | Total Wastewater Collection | \$1,224,324 | \$1,339,916 | \$2,219,123 | \$3,602,103 |



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: July 6, 2016
SUBJECT: Construction Contract for F Street Storm Line
TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution awarding the F Street Storm Line construction project contract to McElvany Inc., and authorize the Public Works Director/City Engineer to execute the construction Contract Agreement in the amount of \$174,657.40. Staff is requesting a 20% contingency of \$34,900.00. 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 storm lines. Staff has identified the F Street Storm Line for replacement of an existing 6 inch storm line and the addition of one block to capture the intersection of F Street and Third Street. The surrounding area drains to Fourth and F Street. The storm line from Fourth Street to Fifth Street is not of sufficient capacity for the area. Increasing the size of the storm line to 18 inches from Fourth Street to Fifth Street and adding a 12 inch storm line from Third Street to Fourth Street will provide adequate infrastructure to manage storm water in the area.

The Public Works Department enlisted the services of our consultant, O'Dell Engineering, to design the project. Once the design was ready, staff released the project for advertisement on Friday, May 13, 2016. The bid opening was held on Tuesday, June 14, 2016. The Public Works Department, through the office of the City Clerk, received four (4) bids from the following contractors:

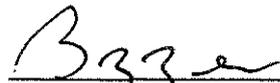
| | | |
|---------------------------------|-----------|--------------|
| Taylor Backhoe Service, Inc. | Merced | \$238,521.32 |
| Rolfe Construction Company | Atwater | \$191,197.00 |
| Floyd Johnston Const. Co., Inc. | Clovis | \$247,612.00 |
| McElvany, Inc. | Los Banos | \$174,657.40 |

Staff reviewed each of the bid proposals. McElvany Inc. has provided the lowest responsive and responsible bid for the project. Staff is recommending McElvany Inc. be awarded the contract for the construction of the F Street Storm Line. The project is a replacement of existing storm line and the addition of new storm line. Staff is recommending a twenty percent (20%) contingency.

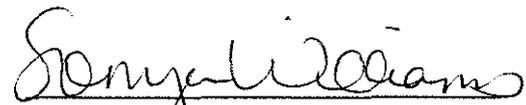
Fiscal Impact:

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 2016-2017 fiscal year budget.

Reviewed by:



 Gary Brizzee, Interim City Manager



 Sonya Williams, Finance Director

Attachments:

- Resolution
- Bid Opening Sheet
- Public Notice
- Contract Agreement
- 2016-2017 Fiscal Budget Sheet

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING AWARD OF
CONSTRUCTION CONTRACT FOR F STREET
STORM LINE**

WHEREAS, the City of Los Banos Public Works Department received competitive bids on June 14, 2016 for the purpose of constructing the new F Street Storm Line in the City of Los Banos; and

WHEREAS, the Public Works Department has determined, after receiving competitive bids, that McElvany, Inc. provided the lowest responsive and responsible bid in the amount of \$174,657.40; and

WHEREAS, the Public Works Department requests the City Council authorize a 20% contingency in the amount of \$34,900.00; and

WHEREAS, the Public Works Department requests the City Council authorize the Public Works Director/City Engineer to execute the Construction Contract Agreement with McElvany, 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 McElvany, Inc. in the amount of \$174,657.40 with a 20% contingency in the amount of \$34,900.00, 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 July 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

F STREET STORM LINE
June 14, 2016 @ 2:00 PM

| | |
|---|--------------|
| 1. Taylor Backhoe Service, Inc. | \$238,521.32 |
| 2. Rolfe Construction | \$191,197.00 |
| 3. Floyd Johnston Construction Co. Inc. | \$247,612.00 |
| 4. McElvany, Inc. | \$174,657.40 |

Signed: Lucille L. Mallonee
Lucille L. Mallonee, MMC
City Clerk/Human Resources Director

Dated: June 14, 2016

Greg Pimentel
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 F Street Storm Line** will be received by the City of Los Banos at the office of the City Clerk until 2:00 p.m. Pacific Daylight Savings Time, Tuesday, June 14, 2016 and then at said office publicly opened and read aloud.

The major work consists of installing 1,086 feet of 12-inch and 18-inch storm drain pipeline including manholes and catch basins, and construction 418 square feet of sidewalks and accessible ramps including curb & gutter, along F Street from Third Street to Fifth Street.

The time for completion shall be forty (40) working days.

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org or 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 - General Engineering Contractor or C34 - Pipeline Contractor.**

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 20__ by and between the **City of Los Banos, a California municipal corporation** ("Owner") and **McElvany, 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 "F Street Storm Line".

The work is generally described as follows:

- Installing 1,086 feet of 12-inch and 18-inch storm drain pipeline including manholes and catch basins, and construction 418 square feet of sidewalks and accessible ramps including curb & gutter, along F Street from Third Street to Fifth Street.
- 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. Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will complete the same within the time period set forth in the bid, unless the period for completion is extended otherwise by the Contract Documents.

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 2 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 2 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 consists 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 O'Dell Engineering entitled "F Street Storm Line", dated April 28, 2016.
- (N) Drawings prepared by O'Dell Engineering numbered Sheets 1 through 8.
- (O) Addendum No. 1, dated June 2, 2016

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)

City of Los Banos
Wastewater Collection
2016-2017

| Account Number | Description | 2013-2014 Actual | 2014-2015 Actual | 2015-2016 Estimated | 2016-2017 Proposed |
|-------------------|------------------------------------|---------------------|---------------------|------------------------|-----------------------|
| 502-432-100-101 | Salaries | 325,859 | 332,542 | 345,124 | 366,011 |
| 502-432-100-102 | Part Time | 3,031 | 3,042 | 2,975 | 2,975 |
| 502-432-100-103 | Overtime | 10,376 | 12,856 | 13,000 | 18,000 |
| 502-432-100-120 | Benefits | 281,152 | 280,512 | 231,623 | 242,250 |
| 502-432-100-121 | Benefits-PERS | 0 | 0 | 83,467 | 99,635 |
| | Personnel Services | 620,418 | 628,952 | 676,189 | 728,871 |
| 502-432-100-202 | Fleet Repair & Maintenance | 25,000 | 22,560 | 25,000 | 31,200 |
| 502-432-100-203 | Equipment Repair & Maintenance | 9,845 | 13,458 | 15,000 | 15,000 |
| 502-432-100-204 | Fleet Services | 17,000 | 27,173 | 30,904 | 39,211 |
| 502-432-100-205 | Facility Maintenance | 800 | 1,492 | 1,000 | 1,500 |
| 502-432-100-206 | Property Lease | 2,946 | 2,946 | 3,000 | 3,000 |
| 502-432-100-208 | Rental - Vehicles & Equipment | 3,824 | 9,177 | 25,000 | 30,000 |
| 502-432-100-231 | Professional Services | 4,563 | 2,907 | 74,000 | 115,000 |
| 502-432-100-235 | City Engineer | 17,173 | 19,267 | 0 | 15,000 |
| 502-432-100-236 | Medical Services | 523 | 1,209 | 1,000 | 1,600 |
| 502-432-100-237 | Recruitment | 0 | 298 | 8 | 500 |
| 502-432-100-238 | Technical Services | 5,358 | 2,153 | 5,000 | 5,000 |
| 502-432-100-240 | I.T.Services | 4,991 | 6,932 | 6,696 | 6,661 |
| 502-432-100-250 | Insurance | 13,552 | 13,645 | 15,772 | 18,146 |
| 502-432-100-251 | Memberships & Dues | 206 | 150 | 300 | 300 |
| 502-432-100-252 | Communications | 1,294 | 1,295 | 1,200 | 1,800 |
| 502-432-100-253 | Advertising | 0 | 18 | 0 | 100 |
| 502-432-100-256 | Permits, Fees & Charges | 190,574 | 126,372 | 130,000 | 135,000 |
| 502-432-100-257 | Travel & Training | 556 | 687 | 400 | 1,500 |
| 502-432-100-259 | Community Promotion | 0 | 0 | 500 | 500 |
| 502-432-100-260 | Office Supplies | 1,006 | 963 | 1,000 | 1,200 |
| 502-432-100-262 | Uniform Expenses | 2,803 | 2,011 | 3,000 | 3,000 |
| 502-432-100-264 | Electricity & Gas | 57,785 | 55,052 | 62,000 | 66,500 |
| 502-432-100-265 | Gasoline & Oil | 21,000 | 17,146 | 17,000 | 14,646 |
| 502-432-100-267 | General Materials & Supplies | 35,468 | 37,738 | 40,000 | 40,000 |
| | Supplies & Services | 416,266 | 364,646 | 457,780 | 546,364 |
| 502-432-100-714 | Storm Drain Improvement | 190,553 | 45,082 | 0 | 0 |
| ★ 502-432-100-739 | Master Plan | 0 | 104,408 | 1,085,154 | 2,245,000 ★ |
| 502-432-100-752 | Communication Equipment | 0 | 0 | 0 | 1,377 |
| 502-432-100-753 | Specialized Equipment | 34 | 196,827 | 0 | 80,000 |
| 502-432-100-770 | Computer Equipment | 1,488 | 0 | 0 | 491 |
| | Capital Outlay | 192,075 | 346,317 | 1,085,154 | 2,326,868 |
| 502-432-100-825 | Waste Water Charge Out | (4,436) | 0 | 0 | 0 |
| | Charge Ins - Outs | (4,436) | 0 | 0 | 0 |
| | Total Wastewater Collection | \$1,224,324 | \$1,339,916 | \$2,219,123 | \$3,602,103 |



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: July 6, 2016

SUBJECT: Fiscal Year 2016-2017 Local Transportation Funds (LTF)

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopt the Resolution authorizing the City Manager to submit claim forms on behalf of the City of Los Banos for Fiscal Year 2016-2017 Local Transportation Funds (LTF) in the amount of \$389,623 to Merced County Association of Governments (MCAG).

Discussion:

Attached for City Council review is the Resolution and claim forms with which the City of Los Banos may claim Fiscal Year 2016-2017 Local Transportation Funds. The amount available to claim by the City of Los Banos is \$389,623.

Fiscal Impact:

The disbursement of the LTF that are available to the City of Los Banos will be used in conjunction with existing road tax revenues for street and road improvements in the Fiscal Year 2016-2017 budget. There is no foreseen additional impact to the City.

Reviewed by:

Gary Brizzee, Interim City Manager

Attachments:

Resolution
FY 2016-2017 LTF Claim Forms
FY 2016-2017 LTF Apportionment Schedule

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE ANNUAL LOCAL TRANSPORTATION FUND (LTF) CLAIM TO BE FILED WITH THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) FOR FISCAL YEAR 2016-2017

WHEREAS, under the Transportation Development Act (TDA) of 1971, Local Transportation Fund (LTF) monies are available to cities for public transportation, construction and maintenance of local streets and roads, and for pedestrian or bicycle facilities under certain circumstances; and

WHEREAS, the City of Los Banos meets all requirements to qualify for said apportionment allocated through the Merced County Association of Governments (MCAG), as the designated local transportation and planning agency; and

WHEREAS, the annual allocations of LTF monies to each jurisdiction have been calculated by population; and

WHEREAS, the City of Los Banos has LTF monies available to claim in the amount of \$389,623 for Fiscal Year 2016-2017; and

WHEREAS, the City's proposed expenditures of LTF monies are in conformity with the Regional Transportation Plan as prepared by MCAG; and

WHEREAS, the City will submit a certified fiscal audit within 180 days after the end of the fiscal year, except where an extension (90-day maximum) was granted by MCAG.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the filing of the annual LTF claim for Fiscal Year 2016-2017 in the amount of \$389,623.

BE IT FURTHER RESOLVED it is deemed in the best interest of the City of Los Banos that the City Manager and the Finance Director be authorized to sign the LTF claim form for Fiscal Year 2016-2017, and to submit said claim to MCAG for processing.

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 July 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

LTF STREETS & ROADS CLAIM 2016 - 2017

Claimant: City of Los Banos

Project Title, Location and Description (may use additional paper)

Street Repairs- Overland Avenue. from North Street to Santa Ana Street; grind and overlay travel lanes, sand seal entire street section.

Street Repairs- Place Road from Home Depot Driveway to College Greens Drive; grind and overlay travel lanes, sand seal entire street section.

Project Cost by Funding Source

| | |
|---------------------|------------------|
| LTF | \$389,623 |
| General Fund | \$0 |
| Other | \$115,077 |
| TOTAL | \$504,700 |

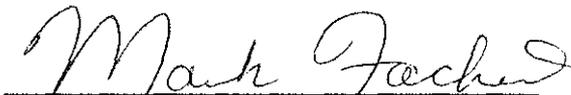
1. For entities with a population of more than 5,000, is the claim for streets and roads (exclusive of capital requirements for major new facilities) less than 50% of the total streets and roads expenditures?

Yes No

2. Is the project in conformity with the MCAG Regional Transportation Plan?

Yes No

Prepared by:


Signature

Mark Fachin, P.E., Public Works Director/City Engineer
Type name

LOCAL TRANSPORTATION FUND CLAIM
FY 2016 - 2017

Claimant: City of Los Banos

| Type of Claim: | Amount of Claim: |
|--|-----------------------------|
| <u> X </u> STREETS & ROADS | <u>\$389,623.00</u> |
| <u> </u> PEDESTRIAN & BICYCLE FACILITIES | \$ _____ |
| <u> </u> OTHER (indicate purpose & TDA Section number _____) | \$ _____ |
| TOTAL | <u>\$ 389,623.00</u> |

It is understood by this claimant that payment of the claim is subject to approval by MCAG, to such monies being on hand and available for distribution, and to the provision that such monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved and in accordance with the terms of the allocation instructions.

Further, the Chief Financial Officer of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of my knowledge.

Authorized Representative: _____

Signature

Alex Terrazas

Print or type name

City Manager

Title

Date

Signature of ~~Chief Financial Officer~~
Finance Director

RESOLUTION NO. 2016/05-19-05

**RESOLUTION OF THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS
GOVERNING BOARD APPROVING APPORTIONMENT SCHEDULE FOR LOCAL
TRANSPORTATION FUND (LTF) MONIES FOR THE FISCAL YEAR 2016/2017**

WHEREAS, Merced County Association of Governments (MCAG) is designated the Regional Transportation Planning Agency for Merced County; and

WHEREAS, the Transit Joint Powers Authority for Merced County (TJPA) provides consolidated transit service throughout Merced County, and provides public transportation services to the general public; and

WHEREAS, The TJPA as the transit service provider for Merced County proposes to serve, at a minimum, all claimant areas of Merced County within their jurisdictions at the level of public transportation services that are reasonable to meet as defined by the MCAG Governing Board; and

WHEREAS, Specific efforts undertaken by MCAG in the transportation planning process and approval of the unmet transit needs process were previously approved by the MCAG Governing Board in Resolution in May 2016; and

WHEREAS, the Yosemite Area Regional Transportation System (YARTS) provides mass transit service in the Yosemite region, including Merced County, and provides public transportation services to the general public; and

WHEREAS, The Merced County Auditor/Controller claims \$3,250 for administration of the LTF Apportionment distribution for FY 15/16 pursuant to PUC, Division 10, Part 11, Chapter 4, Article 4, Section 99233.1 administration allocations; and

WHEREAS, MCAG claims \$77,400 for administration for FY 15/16 LTF apportionment funds pursuant to PUC, Division 10, Part II, Chapter 4, Article 4, Section 99233.1 administration allocations and \$398,400 for planning pursuant to PUC, Division 10, Part 11, Chapter 4, Article 4, Section 99233.2 planning and programming allocation; and

WHEREAS, after the above needs there are funds remaining, which can be distributed to local jurisdictions for transportation purposes including street and road maintenance;

NOW THEREFORE BE IT RESOLVED, that the Local Transportation Funds (LTF) apportionment schedule for Fiscal Year 2016-2017 is:

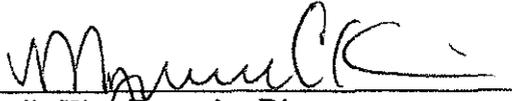
| | |
|---|-------------|
| County Auditor-Controller administrative cost | \$3,250 |
| MCAG administrative expense | \$77,400 |
| MCAG planning | \$398,400 |
| Transit Joint Powers Agency Needs | \$4,732,536 |
| YARTS Operating Needs | \$200,000 |
| City of Atwater | \$297,580 |
| City of Dos Palos | \$53,238 |
| City of Gustine | \$57,831 |
| City of Livingston | \$137,094 |
| City of Los Banos | \$389,623 |
| City of Merced | \$831,156 |
| Merced County | \$921,892 |
| Total | \$8,100,000 |

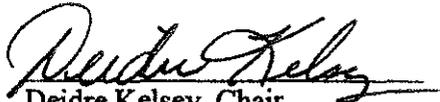
The above resolution was approved by the Merced County Association of Governments on May 19, 2016 by Director Villalta, who moved its adoption, which motion was duly seconded by Director Oliveira and which was adopted by the following vote:

AYES: Directors Pedrozo, Kelsey, O'Banion, Price, McGlynn, Oliveira, Villalta, Thurston

NOES: None

APPROVED:


Marjie Kim, Executive Director
Merced County Association of Governments


Deidre Kelsey, Chair
Merced County Association of Governments
Governing Board



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM:  Ray Reyna, Commander

DATE: July 6, 2016

SUBJECT: Inmate Transportation Memorandum of Understanding (MOU) With
Merced County Sheriff's Department

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council approve and authorize the signing of a Memorandum of Understanding between the City of Los Banos and the Merced County Sheriff's Department for inmate transportation services.

Discussion:

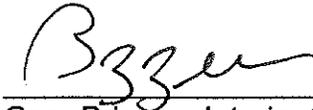
The Los Banos Police Department has participated in an informal inmate transportation arrangement with the Merced County Sheriff's Office for many years. The transportation services involve the safe transport of adults booked into the Los Banos Police Department Jail to one of the two County Jail facilities by Merced County Sheriff Department Transportation Deputies. The City and the County have mutually agreed to enter into a formal agreement for these services.

This agreement has been reviewed and approved by the City Attorney.

Fiscal Impact:

There will be no fiscal impact or fee related to this agreement.

Reviewed by:

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

Gary Brizzee, Interim City Manager

Attachments:

Memorandum of Understanding document

RESOLUTION NO.

**A RESOLUTION OF THE CITY OF LOS BANOS
AUTHORIZING THE CITY MANAGER TO SIGN A
MEMORANDUM OF UNDERSTANDING WITH
THE MERCED COUNTY SHERIFF'S
DEPARTMENT FOR INMATE TRANSPORTATION
SERVICES**

WHEREAS, the Los Banos Police Department operates the only jail facility open to accept arrest bookings to law enforcement agencies on the west side of Merced County; and

WHEREAS, the Los Banos Police Department and the Merced County Sheriff's Department have participated in an informal arrangement for a number of years to safely transport inmates from the Los Banos Police Department Jail to a Merced County Jail Facility; and

WHEREAS, the Los Banos Police Department and the Merced County Sheriff's Department desire to enter into a Memorandum of Understanding setting forth the services to be provided and the obligations of each party by this cooperative effort.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos authorizes the City Manager to enter into an agreement with Merced County Sheriff's Department for inmate transportation services.

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 July 2016, by;

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



**MEMORANDUM OF UNDERSTANDING
(Re: Westside Inmate Transportation)**

THIS MEMORANDUM OF UNDERSTANDING is entered into this ___ day of July 2016 by the City of Los Banos, a municipal corporation (hereinafter "City") and the County of Merced (hereinafter "County") on the following terms and conditions:

WHEREAS, the City and the County for many years have cooperatively provided inmate booking and inmate transportation services for Westside Law Enforcement Agencies; and

WHEREAS, the City and County desire to enter into a Memorandum of Understanding setting forth the services to be provided and the obligations of each party by this cooperative effort.

1. History and Background. The Los Banos Police Department has participated in an informal arrangement with the Merced County Sheriff's Office for many years which involves inmate transportation services from the Los Banos City Jail to the County Jail Facilities. The Los Banos Jail is the only jail facility on the Westside of Merced County and allows Westside law enforcement departments to book their inmates in Los Banos, without having to travel to Merced to process each arrest. Los Banos operates a Type-1 jail, rated to house no more than twenty (20) inmates, no longer than ninety-six (96) hours, excluding weekends and holidays.

The Merced County Sheriff's Office is responsible for housing inmates arrested, remanded to custody, sentenced, awaiting sentencing, and pending trial at either the John Latorraca Correctional facility or the Merced Main Jail. Each weekday, Merced County Sheriff's Office Transportation Division transports inmates who were originally arrested on the Westside of Merced County, back to Los Banos, where they are scheduled for a court proceeding at the Merced County Superior Court, Los Banos. Each weekday morning, and at the end of the business day, Merced County Sheriffs Transportation Deputies take custody of inmates booked into the Los Banos Jail. Los Banos personnel provide county staff photo copies of all the booking documents and release the inmate's personal property to the Merced County Sheriff's Transportation Deputies. The Deputies sign for the inmate's property and transport them to one of their facilities via a Merced County Sheriff's transportation van.

The Los Banos Police Department books inmates arrested by the Los Banos Police Department, Gustine Police Department, Dos Palos Police Department, US Fish & Wildlife, California Fish & Game, C.H.P. Los Banos, Merced County Sheriff Department, Merced County Probation Department, and State Parole. Los Banos charges a fee to each agency for these booking services.

The booking process involves searching each inmate for contraband and removing all personal property from their possession. The Los Banos Jail Staff enter inmate information into the Merced County booking computer system, which includes criminal charges, case number, warrant



arrest information, inmate property, etc. Merced County has provided the Los Banos Police Department with a computer, and their jail software, which Los Banos jail personnel use to book inmates directly into the County Jail system. The inmate booking process also involves Los Banos personnel asking a series of established County medical questions, taking their photograph, and taking fingerprints.

2. Purpose. The purpose of this Memorandum of Understanding (MOU) is to confirm in writing the roles and responsibilities of the parties for the booking and transportation of inmates held in the Los Banos Jail Facility pending incarceration in the Merced County Jail Facilities as described in Paragraph 1, above. Each of the parties to this MOU agrees to work together cooperatively to ensure the safe, efficient, and effective booking and transportation of Los Banos jail inmates.

3. Roles and Responsibilities.

NOW, THEREFORE, it is hereby agreed by and between the City and the County as follows:

- a. Excluding Court holidays, Merced County Sheriff agrees to transport inmates in custody at the Los Banos Jail each morning that Court is in session, and at the close of the business day, to one of the Merced County Jail facilities.
- b. The City will not charge booking fees to the Merced County Sheriff's Department. The Merced County Sheriff will not charge booking fees to the Los Banos Police Department.
- c. Upon transfer of the inmates from the Los Banos Jail to the custody of the Merced County Sheriff Transportation Deputy, the County shall assume full responsibility, as between City and County, over their custody and care.

4. Term. This MOU shall commence on July 1, 2016 and expire on June 30, 2019, unless otherwise terminated. Either party may terminate this MOU for any reason at any time by giving sixty (60) days prior written notice.

5. Liability.

City shall indemnify, defend and hold harmless the County, its governing board, board members, supervisors, officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, liabilities or losses arise from the negligence or willful acts or omissions of City, its officers, employees or agents.

County shall indemnify, defend and hold harmless the City, its governing board, board members, supervisors, officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims damages, expenses,



or liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, liabilities or losses arise from the negligence or willful acts or omissions of County, its officers, employees or agents.

I/We hereby certify that I/We have duly executed this Memorandum of Understanding on the date written below and further certify that I/We have the authority to enter into this Memorandum of Understanding on behalf of the parties identified herein.

COUNTY OF MERCED

By _____
Chairperson, Board of Supervisors

APPROVED AS TO LEGAL FORM:

JAMES N. FINCHER
MERCED COUNTY COUNSEL

By _____

CITY OF LOS BANOS

By _____
Gary Brizzee, Interim City Manager

ATTEST:

Lucille L. Mallonee, City Clerk

APPROVED AS TO LEGAL FORM:

William A. Vaughn
City Attorney



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 

DATE: July 6, 2016

SUBJECT: Professional Service Agreement for Code Enforcement Services and Budget Amendment

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council approves and authorizes the Mayor to execute a Professional Service Agreement with CSG Consultants, Inc. for Code Enforcement Services and amend the Fiscal Year 2016-2017 budget by increasing the appropriations limit for expenditures and revenues for the proposed project.

Background:

On September 9, 2015 the Department of Housing and Community Development (HCD) announced that the City of Los Banos had been awarded a Community Development Block Grant (CDBG) in the amount of \$322,500 for Code Enforcement Services and General Program Administration.

Discussion:

The Code Enforcement services will be used in a designated low and moderate income area as determined by Census Tract Block Groups. The area the Contract Code Enforcement Officer would be focusing on is Census Tract 22.01 Block Groups one (1) thru five (5) and Census Tract 22.02 Block Group 4 as designated by the United States Census Bureau. The specific focus area is bound by Pacheco Blvd. to the south, Badger Flat Road to the west, H Street/Willmott Road to the north, and Mercey Springs Road to the east. The activity meets the national objective of prevention and elimination of slum or blight.

On March 4, 2016 the Community and Economic Development Department prepared a Request for Proposal (RFP), which was published in the Los Banos Enterprise, and posted on the City's website. In addition, five (5) consulting firms were notified by email. The RFP indicated that the City was requesting proposals from qualified agencies and or consulting firms to provide Code Enforcement Officer(s) to perform and improve municipal code enforcement services for community preservation within a designated area of the City. Duties of the officer(s) include written notification and face-to-face contact with individuals to address various code enforcement violations, monitoring and enforcing a variety of City building, zoning and land use codes, ordinances and regulations, conducting investigations, and providing information on City regulations to homeowners, tenants, and the public and coordinating activities with the City Code Enforcement Division.

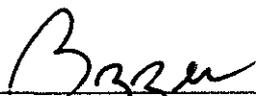
In response to the RFP, the City received one (1) proposal from CSG Consultants, Inc. Staff evaluated the response according to the criteria outline in the RFP and evaluated the firm's ability and qualifications to provide Code Enforcement Services. Staff is satisfied with the submittal and recommends the City Council authorize the City Manager to execute a Professional Service Agreement for Municipal Code Enforcement Services.

The Professional Service Agreement will terminate on September 30, 2018 or once the grant funds are completely expended. The Agreement attached hereto has been reviewed and approved by the City Attorney, subject to final approval by CDBG of the financial terms of the Agreement.

Fiscal Impact:

The impact would increase the CDBG Expenditure Account in Fiscal Year 2016-2017 by \$174,000 to account 262-429-140-238. The CDBG Revenue Account in Fiscal Year 2016-2017 will be increased by \$122,000 to account 262-000-331-010. The City currently has Program Income (PI) funding that is required to be spent prior to requesting reimbursement from CDBG and accounts for the difference in revenue. The remainder of the contract will be completed in Fiscal Year 2017-2018.

Reviewed by:



Gary Brizze, Interim City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
Professional Service Agreement

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LOS BANOS APPROVING PROFESSIONAL SERVICES
AGREEMENT FOR MUNICIPAL CODE ENFORCEMENT
SERVICES
[CSG CONSULTANTS, INC.]
AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET
AS IT PERTAINS TO REVENUES AND EXPENDITURES
IN THE CDBG FUND**

WHEREAS, the City of Los Banos (City) has been awarded Community Development Block Grant (CDBG) funding for code enforcement activities within a targeted area of the City of Los Banos. The activities will be funded through September 30, 2018; and

WHEREAS, in response to a Request for Proposals issued by the City, CSG Consultants Inc. (CSG), has presented a proposal and by reason of its qualifications, experience, and facilities, is duly authorized to perform the code enforcement activities contemplated by the CDBG Grant; and

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 CSG as the best qualified and most responsive proposer to the City's request for proposals and desires to retain CSG to render professional code enforcement services under the terms and conditions set forth in the Agreement attached hereto; 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 budget increase is \$122,000 in revenues in the CDBG fund (262-000-331-010); and

WHEREAS, the proposed budget increase is \$174,000 in expenditures in the CDBG fund (262-429-140-238); and

WHEREAS, there will be no fiscal impact on the general fund; and

WHEREAS, the Agreement attached hereto has been reviewed and approved by the City Attorney, subject to final approval by CDBG of the financial terms of the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS BANOS, DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

1. The foregoing is true and correct and adopted and material to this Resolution.
2. In making its findings the City Council relied upon and hereby incorporates by reference all of the proposal materials, staff reports and all other related materials.

3. The City Council finds and determines that based upon the factors set forth in the RFP, CSG Consultants, Inc. is a responsible proposer, who is the overall best proposer according to the City's criteria, and whose proposal is the most advantageous to the City.

4. The City Council of the City of Los Banos, does hereby approve and authorize the Mayor or his designee to execute the Agreement for Professional Services for Municipal Code Enforcement Services in a form substantially as presented in Exhibit A to this Resolution, subject to final approval by CDBG of the financial terms of the Agreement and any non substantive changes as approved by the City Attorney.

5. The City Council of the City of Los Banos hereby amends the 2016-2017 Fiscal Year Budget to include an increase of \$122,000 in revenues (262-000-331-010) and \$174,000 in expenditures (262-429-140-238) to the CDBG fund.

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 July 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

**PROFESSIONAL SERVICES AGREEMENT FOR
MUNICIPAL CODE ENFORCEMENT SERVICES
[CSG CONSULTANTS, INC]**

THIS AGREEMENT is made and entered into this ____ day of _____ 2016, by and between the **City of Los Banos**, a municipal corporation, ("City,") and **CSG Consultants, Inc.**, a California Corporation ("CSG"),

RECITALS

A. WHEREAS, the City has been awarded Community Development Block Grant (CDBG) funding for code enforcement activities within a targeted area of the City of Los Banos. The activities will be funded through September 30, 2018.

B. WHEREAS, in response to a Request for Proposals issued by the City, CSG 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 CSG as the best qualified and most responsive proposer to the City's request for proposals and desires to retain CSG to render professional services under the terms and conditions set forth in this Agreement; and

D. WHEREAS, CSG 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, 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, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. **Term.** The term of this Agreement shall commence on the above written date and City's issuance to Consultant a notice to proceed and shall terminate on September 30, 2018 or the expenditure of the available CDBG Grant funding whichever shall occur first, unless terminated earlier as set forth herein.

2. **Scope of Services.** CSG shall diligently perform all the services described in **Exhibit A** attached hereto and incorporated herein by reference.

2.1. All professional services shall be performed by CSG or under CSG's supervision. All professional services to be provided by CSG 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. This Agreement is non-exclusive and both City and CSG expressly reserves the right to contract with other entities for the same or similar to the services that are subject to this Agreement or City may have its own employees perform services similar to those services contemplated by this Agreement.

2.3. City may, from time to time conduct periodic monitoring of the performance of CSG, the CSG Code Enforcement Officer, and CSG's records as they relate to CSG's performance under this Agreement.

2.4. The City will provide to the CSG Code Enforcement Officer reasonable office space in the Police Annex Building with the City Code Enforcement personnel.

3. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by CSG to perform the services in a diligent and timely manner may result in termination of this Agreement by City. CSG shall be prepared to commence providing services under this Agreement within fifteen (15) days of receipt of the notice to proceed.

Notwithstanding the foregoing, CSG shall not be responsible for delays due to causes beyond CSG'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.

4. **Compensation For Services.**

4.1 CSG shall be paid in accordance with the fee schedule set forth in **Exhibit B** attached hereto and incorporated herein by this reference. CSG's compensation shall in no case exceed **\$13,492.00** per month and/or exceed the available CDBG Grant funding in the amount of **\$300,000.00** earmarked for this project without additional authorization from City.

4.2 CSG shall submit monthly invoices to City describing the work performed the preceding month. CSG'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.

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

4.4 CSG shall not receive any compensation for Additional Work not otherwise included within the Scope of Services without the prior written authorization of City.

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. **Cyrus Kianpour** shall have the authority to act for CSG under this Agreement.

6. **Project Managers.** City has designated **Stacy Souza Elms** as its Project Manager to work directly with CSG in the performance of this Agreement. CSG has designated **Robert L. Cushing** as its Project Manager, who shall coordinate all phases of the Project. The CSG's Project Manager shall be available to City at all reasonable times during the Agreement term. CSG 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, CSG shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, authorized agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, 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, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work negligently performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of CSG, 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).

7.1 Notwithstanding the foregoing, nothing herein shall be construed to require CSG 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 CSG.

7.2 Neither termination of this Agreement nor completion of services shall release CSG from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

7.3 CSG agrees to obtain executed indemnity agreements, naming City as an indemnified party, with provisions identical to those set forth in this section, from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CSG in the performance of this Agreement. If CSG fails to obtain such indemnity obligations from others as required, CSG shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as

set forth herein is binding on the successors, assigns or heirs of CSG and shall survive the termination of this Agreement or this section.

7.4 CSG's compliance with the insurance requirements set forth in this Agreement does not relieve CSG from the obligations described in this Section 7, which shall apply whether or not such insurance policies are applicable to a claim or damages.

8. **Insurance.** Without limiting CSG's indemnification of City, CSG 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.** CSG 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 or approved 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.** CSG 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, CSG 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. 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 CSG for City.

ii. **General Liability Coverage.** CSG 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. CSG shall maintain automobile insurance covering bodily injury and property damage for all activities of CSG 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. CSG 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), per claim and in the aggregate.

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, authorized agents and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of CSG.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, authorized agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from CSG'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, authorized 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, authorized 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, per standard ISO Accord Form wording.

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 CSG may be held responsible for payments of damages to persons or property.

9. **Nondiscrimination.** In the performing of this Agreement, CSG 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 CSG on an independent contractor basis and CSG is not an agent or employee of City. The manner and means of conducting the work are under the control of CSG, 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 CSG or any of CSG's employees or agents, to be the agents or employees of City. CSG shall have the responsibility for and control over the means of performing the work, provided that CSG is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct CSG as to the details of the performance or to exercise a measure of control over CSG shall mean only that CSG shall follow the desires of City with respect to the results of the services.

10.1 CSG 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 CSG or any other person performing services under this Agreement. CSG 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. CSG 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 and Control of Proprietary Rights.**

11.1 Documents, reports, models, and other writings or material prepared by or on behalf of CSG or the CSG Code Enforcement personnel under this Agreement including all drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City. CSG shall deliver all Documents to City upon, (1) the date of termination of this Agreement for any reason, or (2) at any time requested by City, upon five (5) days written notice.

11.2 The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to CSG.

11.3 All reports, information, data, and exhibits prepared or assembled by CSG in connection with the performance of any services under this Agreement are confidential until released by the City to the public, and CSG shall not make any of these documents or information available to any individual or organization not employed by CSG or City without the written consent of the City before any such release.

12. **Confidentiality.** All City information disclosed to CSG 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. **Records/Access to Records.**

13.1. CSG 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 termination of this Agreement. 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 CSG's usual and customary business hours.

14. **Conflict of Interest.** CSG 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, CSG 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. CSG shall indemnify and hold harmless City for any and all claims for damages resulting from CSG's violation of this Section.

CSG represents that neither CSG, 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. CSG may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at CSG's sole cost and expense.

16. **Compliance with Laws, Rules, Regulations.** CSG 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. CSG 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 CSG's performance under this Agreement.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and CSG 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.** CSG 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 CSG shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and CSG 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:
City of Los Banos
520 J Street
Los Banos, California 93635

To CSG:
CSG Consultants, Inc.
c/o Robert L. Cushing
550 Pilgrim Drive
Foster City, CA 94404

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

22. **Termination.** In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days, or if more than seven (7) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within seven (7) calendar days after receipt of written notice of default, specifying the nature of such

IN WITNESS WHEREOF, this Agreement was executed by the parties thereto on the dates set forth below.

“CITY”
CITY OF LOS BANOS,
A municipal corporation

By: _____
MICHAEL VILLALTA, Mayor

Dated: _____

ATTEST:
CITY CLERK

By: _____
LUCILLE L. MALLONEE, City Clerk

Dated: _____

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
WILLIAM A. VAUGHN, City Attorney

Dated: _____

“CSG”
CSG CONSULTANTS, INC.
A California Corporation

By: _____
CYRUS KIANPOUR, President

Dated: _____

EXHIBIT A

SCOPE OF SERVICES.

Code Enforcement services will be carried out in the north/east portion of the City; east of Mercey Springs Road/Highway 165 to Badger Flat Road and north of Pacheco Boulevard/Highway 152 to Willmott Avenue and H Street. This area is identified as Census Tract 22.01 block groups 1-5 and Census Tract 22.02 block group 4. A map of the service area is attached hereto as Attachment A.

Code enforcement services shall include the following:

1. Provide a minimum of one (1) full time code enforcement officer;
2. Code enforcement officer(s) shall have a minimum of three years of experience;
3. Code enforcement officer(s) shall work out of the City's offices and will keep regular schedule of office hours;
4. Investigate violations of City zoning, building, nuisance, and property maintenance laws, file complaints against violators;
5. Perform field surveys and investigate complaints of possible zoning, building, nuisance and property maintenance code violations;
6. Recognize the need for, and implement appropriate remedial actions to correct violations;
7. Perform and document inspections to determine the validity of complaints, and to identify conformance to the applicable codes and ordinances;
8. Take photographs and necessary measurements and gather all pertinent facts from the parties involved;
9. Prepare and issue a Warning, Notice of Violation, Letters of Non-Compliance and when necessary, administrative citations;
10. Have experience in handling reporting requirements for Community Development Block Grant funding;
11. Provide daily patrols;
12. Provide regular on-going customer service and other technical training for code enforcement officer(s);
13. Provide all necessary equipment, uniforms, and vehicles for code enforcement officer(s);
14. Provide other professional code enforcement support services as determined by the **Code Enforcement Sergeant**.
15. Coordinate all activities with the City's Code Enforcement Division.

EXHIBIT B

| Role / Service | Hourly Rate | Estimated Hours per Month | Not-to-Exceed Monthly Fee |
|---------------------------------|--------------------|--------------------------------------|--------------------------------------|
| Code Enforcement Manager | \$120.00 | 4 | \$480 |
| Senior Code Enforcement Officer | \$93.00 | 4 | \$372 |
| Code Enforcement Officer * | \$79.00 | 160 | \$12,640 |
| TOTAL | | | \$13,492 |



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM:  Ray Reyna, Police Commander

DATE: July 6, 2016

SUBJECT: Police Department Fiscal Year (FY) 2016/2017 Justice Assistance Grant (JAG) Grant Solicitation

TYPE OF REPORT: Public Hearing

Recommendation:

Open public hearing, receive public comment, and close the public hearing. No action is needed; the hearing is an opportunity for public comment only.

Discussion:

The Police Department is applying for the FY 2016/2017 Edward Byrne Memorial (JAG) Grant. As a requirement of the grant, the Department is required to notify the local governing body of the application and provide public notice. A public hearing notice was prepared and sent to the Los Banos Enterprise Newspaper requesting they publish the notice in their July 1, 2016 edition.

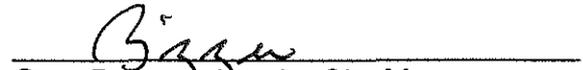
According to the California FY 2016/2017 Local JAG Allocations list, the maximum amount the Department may receive is \$10,244.00 and there are no matching fund requirements for this grant. The Department hopes to use this grant to purchase anti-auto theft devices and Taser devices.

Fiscal Impact:

Revenues and Expenditures for the FY 2016/2017 will increase in the amount of \$10,244.00

Reviewed by:


Sonya Williams, Finance Director


Gary Brizze, Interim City Manager

Attachments:

Public Hearing Notice

Public Notice:

Notice is hereby given that the City Council of the City of Los Banos will hold a public hearing for the Edward Byrne Memorial Justice Assistance Grant (JAG).

Date: July 1, 2016
Time: 7:00 p.m.
Place: Council Chambers
City Hall
520 "J" Street
Los Banos, Ca

Questions regarding the above referenced item may be directed to Ray Reyna, Police Commander at the Los Banos Police Department or (209) 827-7070.

**Please publish in the Friday July 1, 2016 edition of the Los Banos Enterprise
Newspaper**



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 

DATE: July 6, 2016

SUBJECT: 99 Cent Only Store Conditional Use Permit #2016-09 for the Off-Sale of Beer and Wine

TYPE OF REPORT: Public Hearing

Recommendation:

That the City Council adopt a Resolution approving Conditional Use Permit #2016-09 for the off-sale of beer and wine for the 99 Cent Only Store located at 1209 W. Pacheco Blvd.

Background:

On March 25, 2015, the Los Banos Planning Commission approved Site Plan Review #2014-01 for the construction of a 99 Cent Only Store. The store was recently constructed and has been operational since May 25, 2016 in the City of Los Banos.

On June 8, 2016, the Los Banos Planning Commission held a public hearing to review a request for a Conditional Use Permit for the off-sale of beer and wine for 99 Cent Only Stores, LLC. At the public hearing, the Planning Commission considered the application including the staff report, presentation by staff and public comment. As the recommending body, the Planning Commission recommended approval of Conditional Use Permit #2016-09 to the Los Banos City Council.

Discussion:

The applicant, 99 Cent Only Stores, LLC, is currently requesting a Conditional Use Permit for a Type 20 alcohol license for the off-sale of beer and wine at 1209 W. Pacheco Blvd. The 99 Cent Only Store is a 16,448 square foot general merchandise and grocery store with approximately 50% of the store area dedicated to grocery items. The hours of operation are from 8 a.m. to 11 p.m. seven days a week. The 99 Cent Only Store consists of approximately 8-12 employees per shift, which are required to undergo a corporate training for alcohol sales to ensure strict compliance with the California Department of Alcoholic Beverage Control laws. The cash registers are equipped to prompt cashiers for date of birth entry for all alcohol transactions. In addition, no alcohol will be refrigerated on site.

LOCATION AND ACCESS:

The project site is located at 1209 W. Pacheco Blvd., more specifically identified as Assessor's Parcel Number: 431-141-020.



LAND USE:

| Property | Land Use | Zone | General Plan |
|-----------------|------------------------|-------------|---------------------|
| Project site | Commercial | H-C | Commercial |
| North | Agriculture | H-C | Commercial |
| South | Undeveloped/Commercial | H-C | Commercial |
| East | Undeveloped/Commercial | H-C | Commercial |
| West | Undeveloped/Commercial | H-C | Commercial |

H-C = Highway Commercial

ENVIRONMENTAL ASSESSMENT:

Pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, it has been determined that this project is categorically exempt from the provisions of CEQA – Article 19, Section 15301. The applicant's request for the on-sale of beer and wine involves the permitting and licensing of an existing private structure and involves no expansion at 1209 W. Pacheco Blvd.

USE PERMIT ANALYSIS

Code Requirements

Pursuant to the Los Banos Municipal Code Section 9-3.2322, a Conditional Use Permit is required for any establishment dispensing for sale or other consideration alcoholic beverages, including beer and wine, for on-sale or off-sale. The Planning Commission is the recommending body and the City Council is the decision making body for Conditional Use Permits for the on-sale and off-sale of alcoholic beverages. A Conditional Use Permit may be granted if the proposed use is conforming to the following criteria:

General Use Permit Criteria:

1. That the proposed use and project is consistent with the City of Los Banos General Plan, and Los Banos Municipal Code;
2. That the proposed use or project will not be a nuisance or detrimental to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use;
3. That the proposed use is compatible with the adjacent uses, properties and neighborhoods and will not be detrimental or injurious to property and improvement in the neighborhood or to the general welfare of the City.

Specific On-Sale and Off-Sale Alcoholic Beverages Criteria:

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the area's function and character, problems of crime and loitering, and traffic problems and capacity;

2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds;
3. That the proposal will not interfere with the movement of people along an important pedestrian street; and
4. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, the use will be limited in hours of operation, or designed operated so as to avoid the disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

Staff has evaluated the proposal pursuant to the above criteria set forth in the Municipal Code and offers the following observations:

The project will not contribute to the proliferation of alcohol in the area or cause an increase in crime in that the proposed use will be ancillary to the property which is primarily a general merchandise/grocery store. In the immediate shopping center there are no other locations for the off-sale of beer and wine. The closest locations are Target to the west and La Esperanza Mercado to the east in the San Luis Plaza Shopping Center. Also, this is not a high crime area and it is not anticipated that the off-sale of beer and wine will create a crime or loitering problem. In addition, there will be no cold storage of beer on site and beer products will only be sold in the manufacturer's pre-packaged containers.

The proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds. The proposed use is approximately 284 feet from an existing church to the southeast in the San Luis Shopping Center. The two parcels are separated by a parking lot and do not share any common areas such as driveways or parking areas. No alcohol will be consumed at the location, but will be sold for off-site consumption.

The proposal will not have an affect with the movement of people in that no alcohol will be allowed to be consumed on-site at any time and it is not anticipated that persons will congregate on sidewalks or streets as a result of the proposed use. Security cameras will be placed on the exterior and interior of the building to notify store personnel of any unlawful activity. Signage will also be provided on the property and building which prohibit loitering and open alcoholic containers.

The beer and wine will be kept in a specific location as shown on the attached floor plan. The applicant has also provided a security plan showing the camera locations.

Alcoholic Beverage Control

The Alcoholic Beverage Control Board (ABC) is the issuing authority for a Type 20 alcohol license. The City's authority for the sale of alcohol is through its land use powers embodied within the Los Banos Zoning Code.

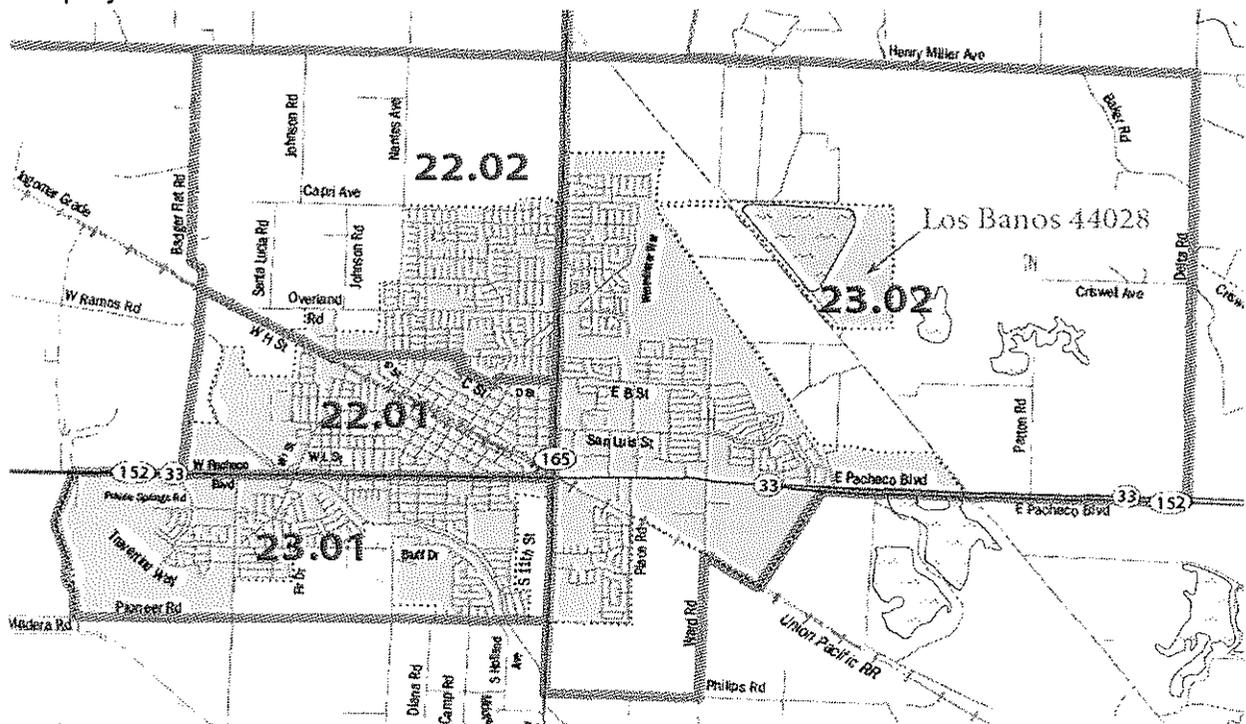
ABC has the authority according to Section 23801 of the Business and Professions Code to exercise certain conditions under the license, the personal qualifications of the licensee, the conduct of the business or the condition of the premises, which will protect the public welfare and morals, including, but not limited to, the following:

- a) Restrictions as to hours of sale
- b) Display of signs
- c) Employment of designated persons
- d) Types and strengths of alcoholic beverages to be served where such types or strengths are otherwise limited by law
- e) The portion of the privileges to be exercised under the license
- f) The personal conduct of the licensee

ABC may also refuse to issue a license to any person who has violated the Alcoholic Beverage Control Act, has a disqualifying criminal record, or is otherwise disqualified.

Census Tract

The project site is located in census tract 23.01.



As of the date of this report, there are nine (9) on-sale licenses currently in use in this specific census tract. According to Section 23817.5 of the Business and Professions Code there are no limitations to how many on-sale beer and wine licenses may be issued in a census tract. Limitations are only specified for off-sale of beer and wine and off-sale general licenses.

| License Type ¹ | Business Name | Premises Address |
|---------------------------|----------------------|-----------------------|
| 20 | Los Banos Chevron | 2531 E. Pacheco Blvd. |
| 21 | Rite Aid Store 5855 | 1317 E. Pacheco Blvd. |
| 20 | Larry's Shell | 849 W. Pacheco Blvd. |
| 20 | 7 Eleven Store 2237 | 603 Pacheco Blvd. #A |
| 21 | Walmart Store 2117 | 1575 W. Pacheco Blvd. |
| 86 | Walmart Store 2117 | 1575 W. Pacheco Blvd. |
| 20 | La Esperanza Mercado | 937 W. Pacheco Blvd. |
| 21 | Target T2359 | 1405 W. Pacheco Blvd. |
| 20 | Los Banos Valero | 1063 E. Pacheco Blvd. |

Type 20 license = Off-sale beer and wine
Type 21 license = Off-sale general alcohol
Type 86 license = Instructional Tasting

PUBLIC COMMENT:

A public hearing notice was published in the Los Banos Enterprise and notices were provided to adjacent property owners within a 300 foot radius of the subject property on June 24, 2016. As of the date of this staff report, no comments have been received.

Reviewed by:



Gary Brizzee, Interim City Manager

Attachments:

1. Resolution
 - Exhibit A CEQA Findings
 - Exhibit B Project Findings
 - Exhibit C Conditions of Approval
2. Floor Plan
3. Public Hearing Notice – June 24, 2016

¹ California Department of Alcoholic Beverage Control
<http://www.abc.ca.gov/datport/AHCityRep.asp>

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING CONDITIONAL USE PERMIT #2016-09 FOR THE USE OF A TYPE 20 ALCOHOL LICENSE FOR THE OFF-SALE OF BEER AND WINE FOR THE 99 CENT ONLY STORE LOCATED AT 1209 WEST PACHECO BOULEVARD

WHEREAS, the applicant, 99 Cent Only Stores, LLC, has requested that the City of Los Banos consider a Conditional Use Permit to allow the use of a Type 20 alcohol license for the off-sale of beer and wine located at 1209 West Pacheco Boulevard, more specifically identified as Assessor's Parcel Number 431-141-020; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2016-09 for 99 Cent Only Stores, LLC; and

WHEREAS, a public hearing notice was published in the Los Banos Enterprise on June 24, 2016 and notices were mailed to property owners within a 300 foot radius of the project site as required by the Los Banos Municipal Code and Government Code Section 65091; and

WHEREAS, the Los Banos Planning Commission held a public hearing on June 8, 2016 for the purpose of considering Conditional Use Permit #2016-09 and at the completion of the public hearing, duly considered the evidence presented and recommended approval of Conditional Use Permit #16-09 to the Los Banos City Council; and

WHEREAS, the Los Banos City Council has held a public hearing, reviewed said Conditional Use Permit request and staff report, has studied the compatibility of the applicant's request with adjacent land uses and has considered this request in accordance with the Conditional Use Permit criteria established in Section 9-3.2322 of the Los Banos Municipal Code; and

WHEREAS, the request/proposed use satisfies the criteria of the Los Banos Municipal Code.

BASED UPON THE EVIDENCE PRESENTED AT THE PUBLIC HEARING, the City Council of the City of Los Banos hereby makes the appropriate findings set forth in Exhibit A (California Environmental Quality Act (CEQA) Findings), and Exhibit B (Findings for Approval), 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 approve Conditional Use Permit #2016-09 to allow the off-sale of beer and wine, Type 20, for the 99 Cent Only Store located at 1209 West Pacheco Boulevard, more specifically identified as Assessor's Parcel Number: 431-141-020, subject to the Conditions of Approval set forth in Exhibit C, attached hereto and incorporated herein by this reference.

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 July 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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS FOR SITE PLAN REVIEW #2016-09 – 99 CENT ONLY STORE

Pursuant to the requirements of California Public Resources Code Section 21000 et seq. ("CEQA") and Title 14, California Code of Regulations Section 15000 et seq. (the "CEQA Guidelines"), the City as Lead Agency under CEQA adopts the following findings required by CEQA, along with the facts and evidence upon which each finding is based.

The City of Los Banos City Council hereby finds as follows:

1. Pursuant to CEQA, the CEQA Guidelines, and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2016-09 was evaluated and determined to be categorically exempt per Article 19, Section 15301 as the request for the on-sale of beer and wine involves the permitting and licensing of an existing private structure and involves no expansion at 1209 W. Pacheco Blvd.
2. Conditional Use Permit #2016-09 was adequately noticed on June 24, 2016 for consideration at a public meeting on July 6, 2016, 2016.
3. No further environmental documentation is required as the Conditional Use Permit was contemplated and adequately analyzed in the initial review.
4. Prior to considering the proposed Project, the City Council considered the Categorical Exemption.

EXHIBIT B

FINDINGS FOR APPROVAL FOR CONDITIONAL USE PERMIT #2016-09 – 99 CENT ONLY STORE

The City of Los Banos City Council hereby finds as follows:

I. General Findings:

1. The project is consistent with the:

a) City of Los Banos General Plan.

The existing General Plan land use designation for the project site is Commercial, which permits large-scale commercial developments that serve both residents, visitors, and the surrounding region. The zoning designation for the project site is Highway Commercial (H-C). The purpose of the Highway Commercial District is to provide a district for commercial uses that do not specialize in serving the pedestrian shopper but rather, because of their character, are more appropriately located along a highway or major street and where drive-in operations are more feasible.

The following specific General Plan Goals, Objectives, and Policies are applicable to the proposed project:

ECONOMIC DEVELOPMENT POLICY ED-G-7:

Seek and promote particular businesses or economic opportunities that provide needed local goods, services, employment, or those that enhance the City's physical and social well being.

LAND USE POLICY LU-G-10:

Foster viable, pedestrian-oriented neighborhood centers and strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

Evidence/Analysis: The 99 Cent Only Store will have the ability to provide a wider range of goods within the commercial district in which the store is located. The proposed use would expand an existing regional commercial/retail use that is compatible with and complementary of existing commercial/retail uses at the site. In addition, the project would also be consistent with General Plan land use policies as set forth above.

b) The zoning designation for the project site is Highway Commercial (H-C). The purpose of the Highway Commercial District is to provide a district for commercial uses which do not specialize in serving the pedestrian shopper

but rather, because of their character, are more appropriately located along a highway or major street and where drive-in operations are more feasible.

Evidence/Analysis: The proposed use is consistent with the Zoning Code and it will be compatible with existing uses in the Ortigalita Plaza Shopping Center. The Highway Commercial zoning district permits uses which include retail establishments with the off-sale of beer and wine.

2. That the proposed use or project will not be a nuisance or detrimental to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use.

Evidence/Analysis: The retail off-sales of beer and wine will be conducted in accordance with ABC regulations and therefore, will not be a nuisance or detrimental to the neighborhood in which the store is located. The project would include conditions of approval which prohibit the serving of alcohol are intended to preserve the public health, safety, or welfare of persons and property in the vicinity.

3. That the proposed use is compatible with the adjacent uses, properties, and neighborhoods and will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Evidence/Analysis: The location of the beer and wine will be in a specific location with camera surveillance. The proposed conditions of approval will ensure consistency with other uses in the shopping center and will promote compatibility.

II. Specific Findings:

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the area's function and character, problems of crime and loitering, and traffic problems and capacity.

Evidence/Analysis: The 99 Cent Only Store will conduct the off-sale of beer and wine pursuant to ABC regulations and will implement security measures at the store to combat crime and loitering. The proposed use is not anticipated to generate significant traffic as the use will largely serve customers already shopping in the store.

2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds.

Evidence/Analysis: The proposed use is approximately 284 feet from an existing church to the southeast. The two parcels are separated by a parking lot and do not share any common areas such as driveways or parking areas.

3. That the proposal will not interfere with the movement of people along an important pedestrian street.

Evidence/Analysis: Alcohol will not be allowed to be consumed on-site at any time and it is not anticipated that persons will congregate on sidewalks or streets as a result of the proposed use. Security cameras will be placed on the exterior and interior of the building to notify store personnel of any unlawful activity. Signage will also be provided on the property and building which prohibit loitering and open alcoholic containers.

4. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, the use will be limited in hours of operation, or designed operated so as to avoid the disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

Evidence/Analysis: The regulated use involves the sale of alcohol. All of these sales will be conducted interior to the building, and consumption of alcohol is not allowed on the premises per the conditions of approval and City ordinance. The nearest residential windows are located more than 100 feet away from the retail store. Based upon these considerations, the City Council finds that there is no evidence that the use will cause disruption of sleep

EXHIBIT C

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #2016-09 – 99 CENT ONLY STORE

Planning:

1. The following conditions of approval shall apply to and be applicable to the applicant, property owner, and/or operator. Reference to applicant, property owner, and/or operator shall be interpreted to include all.
2. Conditional Use Permit 2016-09 is for 99 Cent Only Store #441 located at 1209 W. Pacheco Blvd.; more specifically identified as Assessor's Parcel Number: 431-141-020 and the requested use shall expire after one (1) year from date of approval by the Los Banos City Council unless implemented. The City for cause may revoke this Conditional Use Permit. Any expansion, intensification, or changes to the uses approved under this Conditional Use Permit shall be permitted only upon modification of this Conditional Use Permit or approval of a separate Conditional Use Permit application.
3. The applicant/operator shall comply with all other requirements, laws and policies of other governmental agencies in the conduct and operation of said business.
4. The applicant/operator shall obtain and maintain an active Type 20 "Beer and Wine" license as defined by the Department of Alcoholic Beverage Control and shall provide a copy of said license upon issuance by the Alcoholic Beverage Control to the Community and Economic Development Department prior to the sale of alcohol on the premises.
5. A copy of these Conditions of Approval and the California Department of Alcoholic Beverage Control license are required to be kept on the premises and presented to any law enforcement officer or authorized City official upon request.
6. The applicant/operator shall be responsible for maintaining the property free of litter at all times in the parking lot area and the areas adjacent to the premises with permission from the property owners.
7. The Planning Commission reserves the right to review and/or revoke this permit should the applicant not adhere to the Conditions of Approval. The City may amend or impose new conditions to mitigate adverse affects in the neighborhood resulting from the use of alcohol on the premises.

8. The applicant/operator agrees to indemnify, hold harmless, and defend the City of Los Banos, its officers, agents and employees from any and all liability or claims that may be brought against the City of Los Banos arising out of its approval of this permit, or the environmental determination rendered in connection with the permit approval, or arising out of the operation of the use or uses allowed under the permit, save and except that caused solely by the City's active negligence.
9. The exterior of the premises, including adjacent public sidewalks and the parking lot areas, shall be illuminated during all hours of darkness when the premises are open for business in a manner so that persons standing in those areas at night are identifiable by law enforcement personnel.
10. The premises shall be operated primarily as a 99 Cent Store general merchandise/grocery store as described in the operational statement prepared by the applicant and filed with the Community and Economic Development Department. Any substantial or significant changes in use or operation of the premises may cause a review, amendment or revocation of the Conditional Use Permit.
11. The applicant/operator shall have monitoring cameras where the alcohol is displayed in the store at all times. All interior surveillance cameras shall be equipped with audio recording. The applicant shall keep the video recordings for 30 days and make them available to law enforcement upon request.
12. The premises of the subject site shall be consistent with the Conditions of Approval and shall not be operated in a manner that deviates from the approved Conditional Use Permit filed application and operational statement, which shall constitute a violation and may result in the revocation or modification of the permit upon written notice to the owner of the subject site.
13. Authorization of a Conditional Use Permit granted pursuant to the provisions of Section 9-3.2322 of the Los Banos Municipal Code shall run with the land and shall continue to be valid upon change of ownership of the site or structure which was the subject of the Conditional Use Permit application provided the use shall be subject to all provisions of the Municipal Code and all conditions placed on approval of the Conditional Use Permit are continually met.
14. Alcoholic Beverages are to be displayed only in the areas shown on the approved floor plan attached herein and incorporated by reference.
14. The applicant/operator shall provide signs prohibiting loitering and open alcoholic containers on the property and/or building subject to the approval of the Community and Economic Development Director.

KEYNOTES

- BASE FLOOR:**
- 201: ALL EXISTING CURTAIN WALL AND CHECK BOARD COUNTERS WITH NO EMPLOYEES AT 10' DIA. 2.
 - 202: SLAT WALL MESH HANDLING SYSTEM WITH BASE DECK AS NOTED.
 - 203: PRE-FAB AIR RAI GROUND A MESH HANDLED BACK.
 - 204: REFRIGERATED DISPLAY CASES - ARRANGE EQUIPMENT SO THAT MERCHANDISE ARE FACING OUT AND NOTING.
 - 205: PROPOSED THE AIR HANDLING AS ARRANGED BY THE CONTRACTOR. IT SHOULD BE LOCATED AND MORE THAN 10 FEET FROM THE DISPLAY. MANUAL FUEL STORAGE HEIGHTS 40" TO 48" HANDLED - 10" FROM THE TOP OF THE CENTER LINE. MASHIAN 3" CLEARANCE AROUND THE FUEL STORAGE AND DISPLAY.
- BACK ROOMS:**
- 301: 20" W x 10" D BACK WITH WIRE SHELVES SPACED AT 12", 20", 40" & 60" A.S.F. 10% WAC AS NOTED. SEE DETAIL 177A9.3.
 - 302: PRE-FABRICATED WATER METALS WITH IN-RACK ELEMENTS CONNECTED TO COORDINATE WITH ELECTRICAL AND CONTROL DRAWINGS WITH MANUFACTURER. SEE ARCHITECTURAL PLUMBING AND ELECTRICAL DRAWINGS.
 - 303: REFRIGERATED CARDBOARD CYCLING RAILS. SEE ELECTRICAL DRAWINGS.
 - 304: PARTITION ALONG EXPOSED UPPER EDGE OF REFRIGERATION RAIL TO DISPLAY STORAGE AND DAMPER BRASSING AT TOP OF COLLAR BOX. SEE 177A9.2.
 - 305: FLOOR DRAINAGE. SEE 177A9.1.
 - 306: FLOOR DRAINAGE. SEE 177A9.1.
 - 307: ALL CEILING HANGERS TO BE PROVIDED AND NOTATED BY OWNER. SEE 177A9.3.

FIXTURE LEGEND & COUNT

| TYPE | DESCRIPTION | QTY | 1300 R. FEET |
|-------------|---------------------------------------|------|--------------|
| SALES FLOOR | - GONDOLA AS (EACH) (EACH) (400 STDS) | 350 | 1400 |
| | - END CAPS | 10 | 35 |
| | A1 - SIGNALL | 87 | 288 |
| | - WINDOW DISPLAYS | 8 | 0 |
| | I1 - DRY GOODS | 18 | - |
| | - | - | - |
| | - | - | - |
| | - | - | - |
| | - | - | - |
| | - | - | - |
| TOTALS | 475 | 1743 | |

REPRESENTATION

| | | | |
|--------|------------|----|----|
| B1.7 | ICE CHAM | 7 | 6 |
| B2.6 | SODA | 4 | 11 |
| B4 | ICE WINDOW | 2 | 16 |
| B4.7 | FRIGIDITY | 4 | 40 |
| C1 | C OODIE | 1 | 14 |
| C2 | PEPPER | 1 | 10 |
| TOTALS | | 16 | 67 |

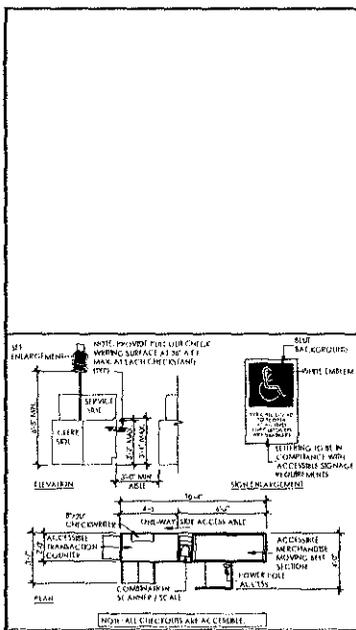
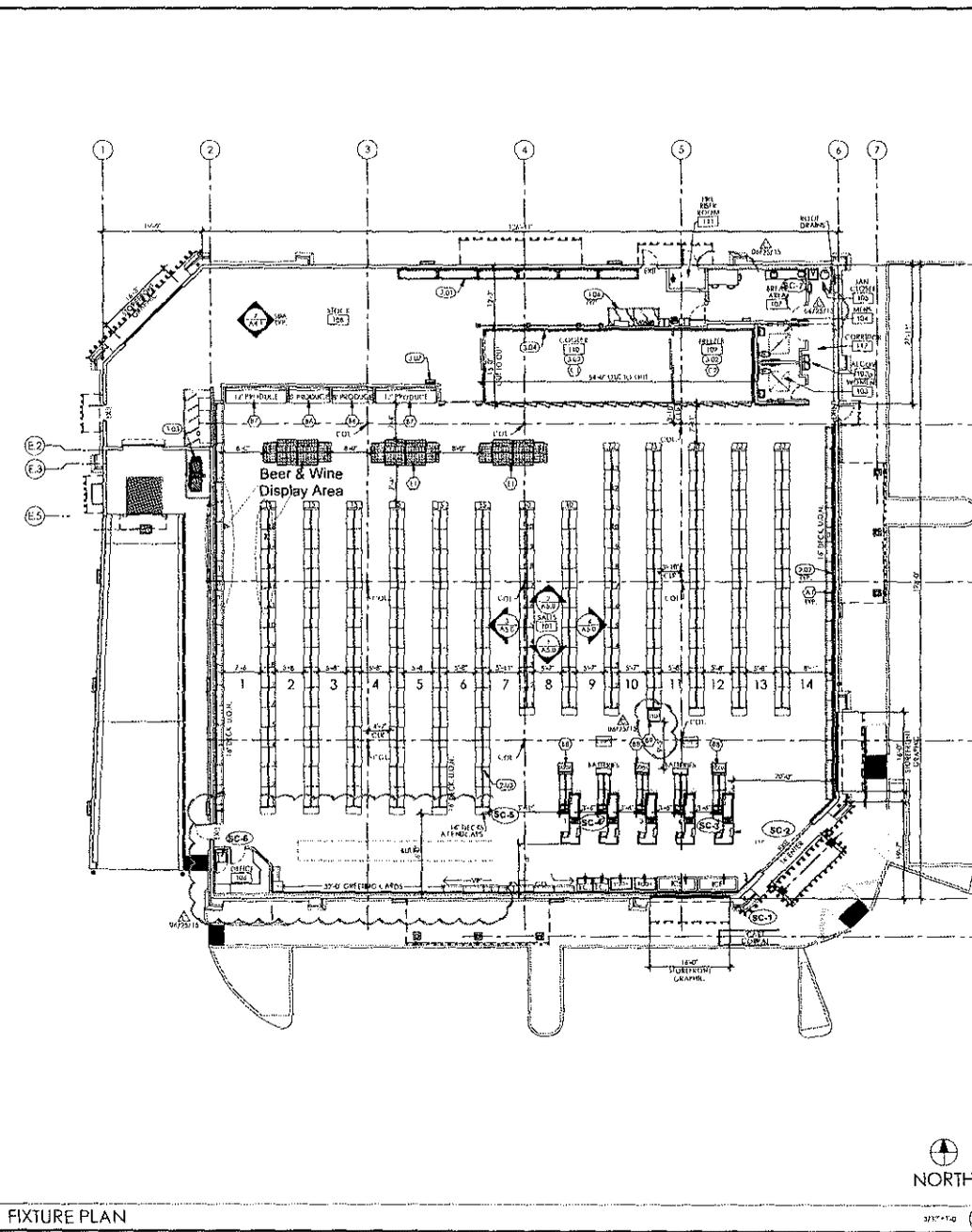
SPECIFICATIONS

- B1 ICE CREAMER ARE MANDATORY MODEL GHWI (SEE CHART) AND CERTIFIED.
- B2 ICE CREAMER ARE MANDATORY MODEL GHWI (SEE CHART) AND CERTIFIED.
- B3 SODA REFRIGERATOR ARE QSD MODEL C04S (SEE CHART) AND CERTIFIED.
- B4 ICE WINDOW ARE FOR AT 10' DIA. MODEL 100S. (SEE CHART) AND CERTIFIED.
- B5 REFRIGERATED TABLE MESH HANDLING MODEL DREF-2S (SEE CHART) AND CERTIFIED.
- B6 REFRIGERATED TABLE MESH HANDLING MODEL DREF-2S (SEE CHART) AND CERTIFIED.
- B7 REFRIGERATED TABLE MESH HANDLING MODEL DREF-2S (SEE CHART) AND CERTIFIED.
- B8 SODA REFRIGERATOR ARE QSD MODEL C04S (SEE CHART) AND CERTIFIED.
- B9 ICE CREAMER ARE MANDATORY MODEL GHWI (SEE CHART) AND CERTIFIED.
- C1 CREAM SOFT CREAMER ARE CROWN 1000S. (SEE CHART) AND CERTIFIED.
- C2 CROWN SOFT CREAMER ARE CROWN 1000S. (SEE CHART) AND CERTIFIED.

FIXTURE PLAN GENERAL NOTES

THE CONTRACTOR SHALL VERIFY DIMENSIONS OF ALL FIXTURES AND EQUIPMENT PROVIDED BY THE VENDOR AND THE OWNER'S VENDOR. MINIMUM ABLE WIDTH SHALL BE NOT LESS THAN 48" CLEAR.

| FOR CONTRACTOR'S REFERENCE | 16' 480' | 1000' |
|-------------------------------|----------|-------|
| SALES AREA OF THE PROJECT: | 12,815 | 285 |
| ADJACENT AREA OF THE PROJECT: | 5,432 | 275 |
| TOTAL AREA OF THE PROJECT: | 18,247 | - |



ACCESSIBLE CHECKOUT

SC-x - Security Camera Locations

FIXTURE PLAN APPROVAL

| | |
|---------------|------|
| STEFAN GEMPER | DATE |
| TODD DORCH | DATE |
| TOMMY WEA | DATE |
| RYAN BATH | DATE |

NOTES: ALL CHECKOUTS ARE ACCESSIBLE. ALL FIXTURES SHALL BE PROVIDED BY THE VENDOR AND THE OWNER'S VENDOR. MINIMUM ABLE WIDTH SHALL BE NOT LESS THAN 48" CLEAR.

FIXTURE PLAN

PM DESIGN
A COMMITMENT TO EXCELLENCE
1209 W. PACHECO BLVD
LOS ANGELES, CA 90063
TEL: 310.441.1111
WWW.PMDSIGN.COM

STATE OF CALIFORNIA
REGISTERED ARCHITECT
RENEE M. ALLSOP
120975
06/24/15

| NO. | DATE | DESCRIPTION |
|-----|----------|-----------------------|
| 1 | 06/23/15 | ISSUED FOR PERMITTING |
| 2 | 06/23/15 | ISSUED FOR PERMITTING |
| 3 | 06/23/15 | ISSUED FOR PERMITTING |
| 4 | 06/23/15 | ISSUED FOR PERMITTING |
| 5 | 06/23/15 | ISSUED FOR PERMITTING |
| 6 | 06/23/15 | ISSUED FOR PERMITTING |
| 7 | 06/23/15 | ISSUED FOR PERMITTING |
| 8 | 06/23/15 | ISSUED FOR PERMITTING |
| 9 | 06/23/15 | ISSUED FOR PERMITTING |
| 10 | 06/23/15 | ISSUED FOR PERMITTING |
| 11 | 06/23/15 | ISSUED FOR PERMITTING |
| 12 | 06/23/15 | ISSUED FOR PERMITTING |
| 13 | 06/23/15 | ISSUED FOR PERMITTING |
| 14 | 06/23/15 | ISSUED FOR PERMITTING |

Store #19276
1209 W. Pacheco Blvd
Los Banos, CA 93635

Project Number
NN14042

Sheet Number
A3.1



City of
Los Banos
At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: June 24, 2016

Regarding: Notice of Public Hearing

Proposal: Conditional Use Permit #2016-09 – Type 20 Alcohol License

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider a Conditional Use Permit to allow the use of a Type 20 Alcohol License for the off-sale of beer and wine. The requested Conditional Use Permit is for the 99 Cent Only Store located at 1209 W. Pacheco Boulevard, more specifically described as Assessor's Parcel Number: 431-141-020.

The Los Banos Planning Commission held a public hearing on June 8, 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 Conditional Use Permit #2016-09 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, July 6, 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 Planning Commission at, or prior to, the public hearing.

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 Villalta and City Council Members

FROM: Stacy Souza Elms, Senior Planner *SE*

DATE: July 6, 2016

SUBJECT: Windecker Convenience Store and Fuel Station Conditional Use Permit #2016-09 for the Off-Sale of Beer and Wine

TYPE OF REPORT: Public Hearing

Recommendation:

That the City Council adopt a Resolution approving Conditional Use Permit #2016-05 for the use of a Type 20 alcohol license for the off-sale of beer and wine for Windecker Inc. located on the northwest corner of Ward Road and Pacheco Blvd.

Background:

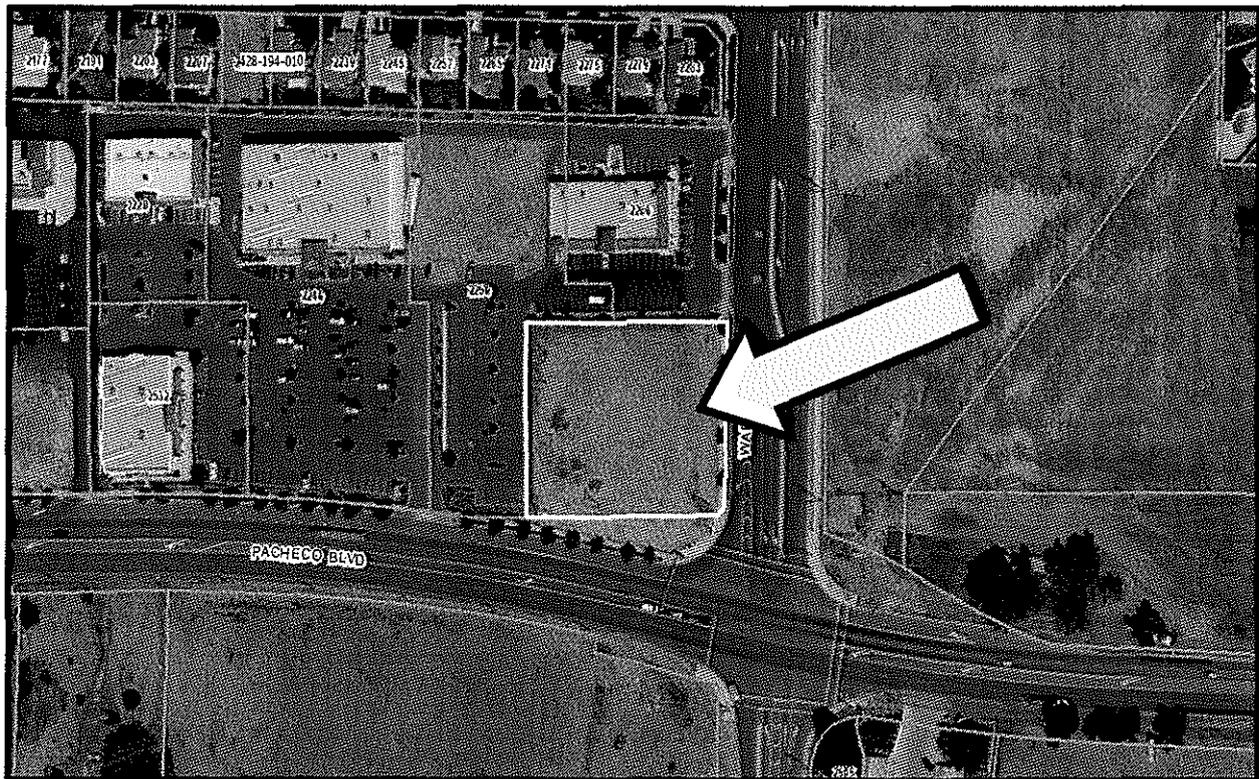
On June 8, 2016, the Los Banos Planning Commission held a public hearing to review a request from Windecker Inc., for a Site Plan to construct a 4,288 square foot Fresh Fill Convenience Store, 4,590 square foot Chevron Fuel Station with canopy, 525 square foot car wash, and Conditional Use Permit for the off-sale of beer and wine in conjunction with a Type 20 alcohol license at the northwest corner of Pacheco Blvd. and Ward Road. At the public hearing, the Planning Commission considered the application including the staff report and presentation by staff and comments by interested parties and approved Site Plan Review #2016-01. As the recommending body, the Planning Commission recommended approval of Conditional Use Permit #2016-05 to the Los Banos City Council.

Discussion:

Windecker, Inc. is requesting a Conditional Use Permit for the off-sale of beer and wine in conjunction with a Type 20 alcohol license to permit the off-sale of beer and wine at the proposed location of a new Fresh Fill Convenience Store and Chevron Fuel Station at the northwest corner of Pacheco Blvd. and Ward Road. The applicant currently owns and operates a Fresh Fill Convenience Store and Chevron Fuel Station at 1164 Pacheco Blvd. and is intending to construct this project site as a second business location.

LOCATION AND ACCESS:

The 1.2 acre Project site is located on the northeast corner of Ward Road and Pacheco Blvd. in the College Plaza Shopping Center.



ENVIRONMENTAL ASSESSMENT:

Pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, this project was evaluated within the context of the College Plaza Mitigated Negative Declaration (MND), certified by the City on March 14, 2001. The Community and Economic Development Department has determined that the proposed project was adequately described, examined, and evaluated in the MND, and that no significant new information or changes in the environmental setting have occurred that would result in new or greater significant effects not studied in the MND. The City determined that the development of the College Plaza would have a less than significant effect on the environment with mitigation measures. No further environmental documentation is required because the proposed project was contemplated and adequately analyzed in the MND. The CEQA findings attached hereto, document the determination by the City that the environmental review in the MND is adequate under CEQA.

CONDITONAL USE PERMIT ANALYSIS:

Code Requirements

A Conditional Use Permit, as specified in the Los Banos Municipal Code Section 9-3.2322, is required for any establishment dispensing for sale or other consideration alcoholic beverages, including beer and wine, for on-sale or off-sale. A use permit may be granted if the proposal is conforming to the following criteria:

1. That the proposed use and project is consistent with the City of Los Banos General Plan, and Los Banos Municipal Code;
2. That the proposed use or project will not be a nuisance or detrimental to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use;
3. That the proposed use is compatible with the adjacent uses, properties and neighborhoods and will not be detrimental or injurious to property and improvement in the neighborhood or to the general welfare of the City.

On-Sale and Off-Sale Alcoholic Beverages:

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the area's function and character, problems of crime and loitering, and traffic problems and capacity;
2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds;
3. That the proposal will not interfere with the movement of people along an important pedestrian street; and
4. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, the use will be limited in hours of operation, or

designed operated so as to avoid the disruption of residents' sleep between the hours of 10:00pm and 7:00am.

Staff has evaluated the proposal pursuant to the above criteria set forth in the Municipal Code and offers the following observations:

The project will not contribute to the proliferation of alcohol in the area or cause an increase in crime in that the proposed use will be ancillary to the primary use of the facility as a fuel station and general merchandise convenience store. The census tract area and function is primarily commercial in nature which allows for the sale of alcohol. The proposed sale of beer and wine would expand the convenience store and fuel station use that is compatible with and complementary of existing commercial uses in the College Plaza Shopping Center.

The proposal will not adversely affect places of worship, parks, and/or public or private schools in that there are none in the immediate vicinity. Alcohol will not be consumed outside or on the premises and the sale of alcohol is not the primary use of the premises.

The proposal will not have an effect with the movement of people in that no alcohol will be allowed to be consumed on-site at any time. In addition, the project will be subject to conditions which will mitigate any adverse affects on the surrounding neighborhood.

Alcoholic Beverage Control

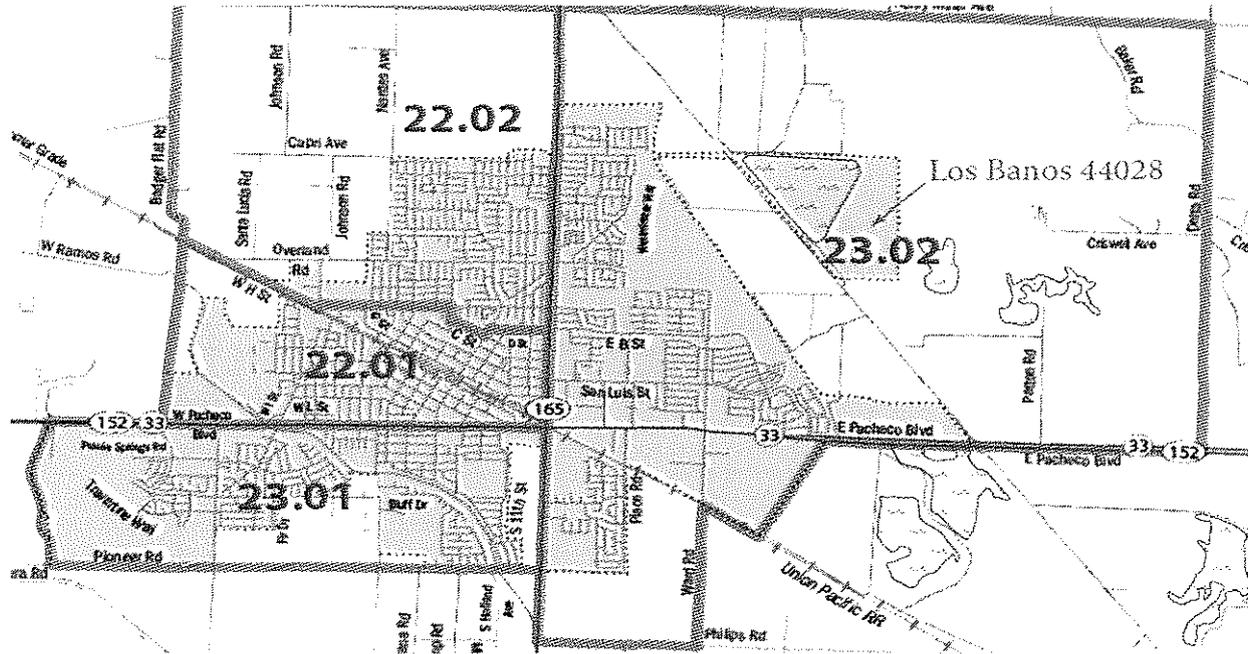
The Alcoholic Beverage Control Board (ABC) has the authority according to Section 23801 of the Business and Professions Code to exercise certain conditions under the license, the personal qualifications of the licensee, the conduct of the business or the condition of the premises, which will protect the public welfare and morals, including, but not limited to, the following:

- a) Restrictions as to hours of sale.
- b) Display of signs.
- c) Employment of designated persons.
- d) Types and strengths of alcoholic beverages to be served where such types or strengths are otherwise limited by law.
- e) The portion of the privileges to be exercised under the license.
- f) The personal conduct of the licensee.

ABC may also refuse to issue a license to any person who has violated the Alcoholic Beverage Control Act, has a disqualifying criminal record, or is otherwise disqualified.

Census Tract

The project site is located in census tract 23.02.



As of the date of this report there are 5 off-sale licenses currently in use in this specific census tract.

| License Type ¹ | Business Name | Premises Address |
|---------------------------|-----------------------|---------------------------|
| 21 | Food 4 Less | 2000 E. Pacheco Blvd. |
| 20 | Walgreens | 1360 E. Pacheco Blvd. |
| 20 | Dollar General #14768 | 1989 E. Pacheco Blvd. |
| 21 | Village Liquor & More | 2260 E. Pacheco Blvd. |
| 21 | Circle K Stores Inc | 410 N. Mercey Springs Rd. |

Type 20 license = Off-sale beer and wine Type 21 license = Off-sale general

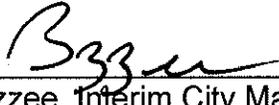
The beer and wine will be kept in a specific location as shown on the attached floor plan. The applicant has also provided a security plan showing the camera locations.

PUBLIC COMMENT:

A public hearing notice was published in the Los Banos Enterprise and notices were mailed out to property owners within a 300' radius of the project site on June 24, 2016. As of the date of this staff report, no comments have been received.

¹ California Department of Alcoholic Beverage Control
<http://www.abc.ca.gov/datport/AHCityRep.asp>

Reviewed by:



Gary Brizzee, Interim City Manager

Attachments:

1. Resolution
 - Exhibit A: CEQA Findings
 - Exhibit B: Findings for Approval
 - Exhibit C: Conditional of Approval
2. Floor plan
3. Public Hearing Notice – June 24, 2016

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING
CONDITIONAL USE PERMIT #2016-05 FOR THE
OFF-SALE OF BEER AND WINE FOR
WINDECKER INC. LOCATED ON THE
NORTHWEST CORNER OF PACHECO
BOULEVARD AND WARD ROAD**

WHEREAS, Windecker Inc. has requested that the City of Los Banos consider a Conditional Use Permit to allow the use of a Type 20 alcohol license for the off-sale of beer and wine for a Fresh Fill Convenience Store and Chevron Fuel Station located on the northwest corner of Pacheco Boulevard and Ward Road, more specifically identified as Assessor's Parcel Number: 428-160-016; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2016-05 for Windecker Inc. was adequately evaluated in the College Plaza Mitigated Negative Declaration; and

WHEREAS, a public hearing notice was published in the Los Banos Enterprise on June 24, 2016 and notices were mailed to property owners within a 300 foot radius of the project site as required by the Los Banos Municipal Code and Government Code Section 65091; and

WHEREAS, the Los Banos Planning Commission held a public hearing on June 8, 2016 for the purpose of considering Conditional Use Permit #2016-05 and at the completion of the public hearing, duly considered the evidence presented and recommended approval of Conditional Use Permit #2016-05 to the Los Banos City Council; and

WHEREAS, the request/proposed use satisfies the criteria of the Los Banos Municipal Code; and

WHEREAS, the Los Banos City Council has held a public hearing, reviewed said Conditional Use Permit request and staff report, has studied the compatibility of the applicant's request with adjacent land uses and has considered this request in accordance with the Conditional Use Permit criteria established in Section 9-3.2322 of the Los Banos Municipal Code.

BASED UPON THE EVIDENCE PRESENTED AT THE PUBLIC HEARING, the City Council of the City of Los Banos hereby makes the appropriate findings set forth in

Exhibit A (California Environmental Quality Act (CEQA) Findings), and Exhibit B (Findings for Approval), 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 approve Conditional Use Permit #2016-05 to allow for the off-sale of alcoholic beverages in conjunction with an ABC License, Type 20, off-sale beer and wine for Windecker Inc. located on the northwest corner of Pacheco Boulevard and Ward Road, more specifically identified as Assessor's Parcel Number: 428-160-016, subject to the Conditions of Approval set forth in Exhibit C, attached hereto and incorporated herein by this reference.

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 July 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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS FOR CONDITIONAL USE PERMIT #2016-05 – WINDECKER INC.

Pursuant to the requirements of California Public Resources Code Section 21000 et seq. ("CEQA") and Title 14, California Code of Regulations Section 15000 et seq. (the "CEQA Guidelines"), the City as Lead Agency under CEQA adopts the following findings required by CEQA, along with the facts and evidence upon which each finding is based.

The City of Los Banos City Council hereby finds as follows:

1. Pursuant to CEQA, the CEQA Guidelines, and the City of Los Banos Environmental Quality Guidelines, this project was evaluated within the context of the College Plaza Mitigated Negative Declaration (MND), certified by the City on March 14, 2001. The Community and Economic Development Department has determined that the proposed project was adequately described, examined, and evaluated in the MND, and that no significant new information or changes in the environmental setting have occurred that would result in new or greater significant effects not studied in the MND. The City determined that the College Plaza would have a less than significant effect on the environment with mitigation measures. No further environmental documentation is required because the proposed project was contemplated and adequately analyzed in the MND. The CEQA findings attached hereto, document the determination by the City that the environmental review in the MND is adequate under CEQA.
2. No significant new information or changes in the environmental setting have occurred that would result in new or greater significant effects not studied in the Mitigated Negative Declaration.
3. No further environmental documentation is required as the proposed project was contemplated and adequately analyzed in the Mitigated Negative Declaration.
4. The City of Los Banos Community Development Department, located at 520 J Street in Los Banos, is the custodian of the documents that constitute the record of proceedings upon which the determination to adopt the mitigated negative declaration is based and will be certified by the Los Banos City Planning Commission.

EXHIBIT B

FINDINGS FOR APPROVAL FOR CONDITIONAL USE PERMIT #2016-05 – WINDECKER INC.

The City of Los Banos City Council hereby finds as follows:

I. General Findings:

1. The project is consistent with the City of Los Banos General Plan.

- a. The existing General Plan land use designation for the project site is Commercial, which permits large-scale commercial developments that serve both residents, visitors, and the surrounding region.

The following specific General Plan Goals, Objectives, and Policies are applicable to the proposed project:

ECONOMIC DEVELOPMENT POLICY ED-G-7:

Seek and promote particular businesses or economic opportunities that provide needed local goods, services, employment, or those that enhance the City's physical and social well being.

Evidence/Analysis: The proposed convenience store and fuel station would provide services for local residents and visitors traveling through the City of Los Banos. The proposed sale of beer and wine would provide a convenience for the customers of the shopping center and will be a use that is compatible with and complementary of existing commercial uses at the College Plaza Shopping Center.

- b. The zoning designation for the project site is Highway Commercial (H-C). The purpose of the Highway Commercial District is to provide a district for commercial uses which do not specialize in serving the pedestrian shopper but rather, because of their character, are more appropriately located along a highway or major street and where drive-in operations are more feasible.

Evidence/Analysis: The proposed use is consistent with the Zoning Code and will be compatible with existing uses in the College Plaza Shopping Center. The Highway Commercial zoning district permits uses which include convenience stores that sell alcohol for off-site consumption.

2. That the proposed use or project will not be a nuisance or detrimental to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use.

Evidence/Analysis: The proposed use will be conducted within the College Plaza Shopping Center and will not result in significant operational changes to the existing commercial area. The areas function and character is Commercial, which includes uses that serve and sell alcohol. The project would include conditions of approval which regulate the operational characteristics of the businesses and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity.

3. That the proposed use is compatible with the adjacent uses, properties, and neighborhoods and will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Evidence/Analysis: The proposed use will be conducted within the College Plaza. The off-sale of beer and wine in the convenience store setting will not result in significant operational changes to the existing shopping center and neighboring commercial areas. The proposed conditions of approval would ensure consistency with other uses in the shopping center and promote compatibility.

II. B. Specific Findings

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the area's function and character, problems of crime and loitering, and traffic problems and capacity.

Evidence/Analysis: As reflected in the staff report, the number of off-sale licenses in the Census Tract is currently five (5). The census tract area and function is primarily commercial in nature which allows for the sale and serving of alcohol. The addition of a sixth license will not contribute to the undue proliferation of alcohol sales in the area. The proposed sale of beer would expand the convenience store and fuel station use that is compatible with and complementary of existing commercial uses at the site. The project would include conditions of approval which regulate the operational characteristics of allowing the serving of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity including crime prevention and loitering.

2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds.

Evidence/Analysis: There are currently no churches located within the College Plaza. In addition, conditions of approval which regulate the operational characteristics of selling alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity. The proposal will not

adversely affect churches, schools, or recreational facilities as alcohol will not be consumed outside or on the premises and is not the primary use of the premises.

3. That the proposal will not interfere with the movement of people along an important pedestrian street.

Evidence/Analysis: The consumption of alcohol will not be allowed on the premises.

4. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, the use will be limited in hours of operation, or designed operated so as to avoid the disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

Evidence/Analysis: No consumption of alcohol will occur on the premises. The nearest residential window is located more than 100 feet away from the front entrance to the facility. The convenience store and fuel station will be subject to the Los Banos Municipal Code Noise Ordinance. The project will include conditions of approval which regulate the operational characteristics of allowing the sale alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity.

EXHIBIT C

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #2016-05 – WINDECKER INC.

1. The following conditions of approval shall apply to and be applicable to the applicant, property owner, and/or operator. Reference to applicant, property owner, and/or operator shall be interpreted to include all.
2. Conditional Use Permit 2016-05 is for Windecker Inc. located at the northwest corner of Pacheco Boulevard and Ward Road; more specifically identified as Assessor's Parcel Number: 428-160-016 and the requested use shall expire after one (1) year from date of approval by the Los Banos City Council unless implemented. The City for cause may revoke this Conditional Use Permit. Any expansion, intensification, or changes to the uses approved under this Conditional Use Permit shall be permitted only upon modification of this Conditional Use Permit or approval of a separate Conditional Use Permit application.
3. The applicant/operator shall comply with all other requirements, laws and policies of other governmental agencies in the conduct and operation of said business.
4. The applicant/operator shall obtain and maintain an active Type 20 "Beer and Wine" license as defined by the Department of Alcoholic Beverage Control and shall provide a copy of said license upon issuance by the Alcoholic Beverage Control to the Community and Economic Development Department prior to the sale of alcohol on the premises.
5. A copy of these Conditions of Approval and the California Department of Alcoholic Beverage Control license are required to be kept on the premises and presented to any law enforcement officer or authorized City official upon request.
6. The applicant/operator shall be responsible for maintaining the property free of litter at all times in the parking lot area and the areas adjacent to the premises with permission from the property owners.
7. The Planning Commission reserves the right to review and/or revoke this permit should the applicant not adhere to the Conditions of Approval. The City may amend or impose new conditions to mitigate adverse affects in the neighborhood resulting from the use of alcohol on the premises.
8. The applicant/operator agrees to indemnify, hold harmless, and defend the City of Los Banos, its officers, agents and employees from any and all liability

or claims that may be brought against the City of Los Banos arising out of its approval of this permit, or the environmental determination rendered in connection with the permit approval, or arising out of the operation of the use or uses allowed under the permit, save and except that caused solely by the City's active negligence.

9. The exterior of the premises, including adjacent public sidewalks and the parking lot areas, shall be illuminated during all hours of darkness when the premises are open for business in a manner so that persons standing in those areas at night are identifiable by law enforcement personnel.
10. The premises shall be operated primarily as a Fresh Fill convenience store and Chevron fuel station as described in the operational statement prepared by the applicant and filed with the Community and Economic Development Department. Any substantial or significant changes in use or operation of the premises may cause a review, amendment or revocation of the Conditional Use Permit.
11. The applicant/operator shall have monitoring cameras where the alcohol is displayed in the store at all times. All interior surveillance cameras shall be equipped with audio recording. The applicant shall keep the video recordings for 30 days and make them available to law enforcement upon request.
12. The premises of the subject site shall be consistent with the Conditions of Approval and shall not be operated in a manner that deviates from the approved conditional use permit filed application and operational statement, which shall constitute a violation and may result in the revocation or modification of the permit upon written notice to the owner of the subject site.
13. Authorization of a Conditional Use Permit granted pursuant to the provisions of Section 9-3.2322 of the Los Banos Municipal Code shall run with the land and shall continue to be valid upon change of ownership of the site or structure which was the subject of the use permit application provided the use shall be subject to all provisions of the Municipal Code and all conditions placed on approval of the Conditional Use Permit are continually met.
14. Alcoholic Beverages are to be displayed only in the areas shown on the approved floor plan attached herein and incorporated by reference.
14. All cooler doors which contain alcohol, including the beer cave, shall contain a chime which rings and notifies store personnel when a customer opens the door(s).
15. The applicant/operator shall provide signage on the door of the beer refrigerator which states the area is monitored by video surveillance at all times.

16. The applicant/operator shall provide signs prohibiting loitering and open alcoholic containers on the property and/or building subject to the approval of the Community and Economic Development Director.



City of
Los Banos
At the Crossroads of California

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

Date: June 24, 2016

Regarding: Notice of Public Hearing

Proposal: Conditional Use Permit #2016-05 – Type 20 Alcohol License

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider Conditional Use Permit #2016-05 to allow the use of a Type 20 alcohol license for the off-sale of beer and wine. The requested Conditional Use Permit is for Windecker Inc. who will be operating a convenience store and fuel station located at 2270 Pacheco Blvd.; more specifically described as Assessor's Parcel Number: 428-160-016.

The Los Banos Planning Commission held a public hearing on June 8, 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 Conditional Use Permit #2016-05 to the Los Banos City Council.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the City Council on Wednesday, July 6, 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 Project 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 Planning Commission at, or prior to, the public hearing.

Additional information may be obtained from the 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 Villalta & City Council Members
FROM: Sonya Williams, Finance Director
DATE: July 6, 2016
SUBJECT: Council Member Request to Insert Garbage Ordinance Flyers in the Utility Bills
TYPE OF REPORT: Non-Consent Agenda

Recommendation:

Staff recommends that City Council continue to advertise the new ordinance in the steps currently being utilized by the Community Development Department.

Background:

On June 1, 2016 Council elected to spend time on Council Member Lewis request to consider inserting flyers in the City's utility bills to inform citizens of the newly passed ordinance regarding garage sale registrations. Staff has brought forward the efforts being made to advertise the new ordinance as well as the costs associated with inserting flyers into the utility bill.

Community and Economic Development has taken the following steps to advertise the new ordinance:

1. Flyers are located at the Finance Counter and Community Development Counter
2. Flyers were given to each department to provide to the public (Public Works, Fire, & Police)
3. Posted on CED's Facebook page (twice)
4. Police and Fire posted the info on their Facebook page
5. Posted a slide on Channel 96
6. Posted on the City's website

Inserting the flyer into the utility bill would range from \$546.25 to \$1,138.50 depending on the chosen options. The flyer inserts are mailed to account holders and not necessarily residents. For instance, if the property owner is responsible for the utility bill, but does not reside at the property, the property owner would receive the information and not the tenant. This will be more evident in multi-unit buildings.

The following pricing options are available for flyers and are based on 11,500 inserts:

| | | |
|-----------|---------------------------------------|------------|
| Option 1: | Full Page, Front and Back Color Ink | \$1,138.50 |
| Option 2: | Full Page, Front and Back B/W Ink | \$632.50 |
| Option 3: | Full Page, Front and Back Color Paper | \$747.50 |
| Option 4: | Half Page, Front and Back B/W Ink | \$546.25 |

Other suggestions to aid in the ordinance awareness include:

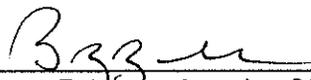
- Stapling the flyer to the utility receipt of all walk in customers for a month.
- Utilizing the special message box of the utility bill.
- Combining the flyer to include other ordinances to share the costs.
- Continuing to make the flyers available at various City locations.

Since the adoption of the ordinance 28 people have registered their garage sale, of which, 17 have utilized the online process and 11 were paper registration. Staff recommends we continue to advertise the new ordinance as presented. Over the next several months Code Enforcement will monitor the garage sale activity to determine if further steps are needed to educate the public.

Fiscal Impact:

The Fiscal Impact is contingent upon the option selected and may range from \$100 to \$1200.

Reviewed by:



Gary Brizzee, Interim City Manager



City of
Los Banos
At the Crossroads of California

COMMUNITY DEVELOPMENT DEPARTMENT

Date: July 1, 2016

Regarding: Notice of Public Hearing

Proposal: Presidential Estates East Area Plan and Annexation Mitigated Negative Declaration (SCH #2015061056), Annexation and Prezone #2014-01, General Plan Amendment #2015-03, and Pre-Annexation Development Agreement

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider Annexation and Prezone #2014-01, General Plan Amendment #2015-03, Pre-Annexation Development Agreement, and associated Mitigated Negative Declaration (SCH #2015061056) for the Presidential Estates East Area Plan and Annexation. The project proposal is for the consideration of a General Plan Amendment, Area Plan, and Annexation of approximately 106 acres of unincorporated lands lying north of Pioneer Road, west of Merced Springs Road (SR 165), and east of Eleventh Street. The site is more precisely described as Assessor's Parcel Numbers: 026-290-001, 002, 003, 004, 005, 083-120-012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, 027, and 028.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, July 13, 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.

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

THE CITY OF LOS BANOS

A handwritten signature in black ink, appearing to read "Stacy Souza Elms".

Stacy Souza Elms
Senior Planner