



City of Los Banos

At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

MARCH 20, 2019

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

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

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

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

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

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

1. CALL TO ORDER. **7:00 PM**
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)
Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. 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.)

6. 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 #215140 – #215345 in the Amount of \$490,191.13.

Recommendation: Approve the check register as submitted.

- B. Minutes for the January 16, 2019 City Council Meeting.

Recommendation: Approve the minutes as submitted.

- C. Minutes for the March 6, 2019 City Council Meeting.

Recommendation: Approve the minutes as submitted.

- D. City Council Resolution No. 6058 – Approving and Authorizing the City Manager to Execute a Professional Services Agreement for Auditing Services with Price, Paige & Company.

Recommendation: Approve the resolution as submitted.

- E. City Council Resolution No. 6059 – Accepting the G Street Waterline Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder.

Recommendation: Approve the resolution as submitted.

- F. City Council Resolution No. 6060 – Approving the Consultant Agreement – Notice of Augmentation of the Professional Services Agreement with David Taussig & Associates, Inc., to Provide a Nexus Study for the Update of the City of Los Banos Development Impact Fee Program and Adopt a Revised Budget for the Fiscal Year 2018-2019 as it Pertains to the City Hall Admin Traffic Impact Fee Account and the Traffic Impact Fee Account.

Recommendation: Approve the resolution as submitted.

- G. City Council Resolution No. 6061 – Authorizing the City Manager to Execute a Professional Services Agreement with Placeworks for On-call Transportation Planning Services.

Recommendation: Approve the resolution as submitted.

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

- A. Public Hearing – To Receive Public Comment and Consideration of a General Plan Amendment No. 2018-03, Zone Change #2018-03, and a Mitigated Negative Declaration (SCH#2019011005); The Proposed Project Consists of a General Plan Amendment and Zone Change to Redesignate Approximately Five (5) Acres from Low Density Residential to High Density Residential for the Development of Ninety-Six (96) Multi-family Residential Units Located on the West Side of Mercey Springs Road (SR 165), North of Santa Barbara Street, and East of Santa Venetia Street, APN 082-030-051.

(Continued from February 20, 2019 Meeting)

- 1) City Council Resolution No. 6052 – Approving Mitigated Negative Monitoring/Reporting Plan for Mercey Springs Road Apartments Located West of Mercey Springs Road (SR 165), North of Santa Barbara Street, and East of Santa Venetia Street; More Specifically Identified as Assessor's Parcel Number: 082-030-051.
- 2) City Council Resolution No. 6053 – Approving General Plan Amendment #2018-03 for Mercey Springs Road Apartments Consisting of Approximately Five (5) Acres Located on the West Side of Mercey Springs Road (SR 165), North of Santa Barbara Street, and East of Santa Venetia Street; More Specifically Identified as Assessor's Parcel Number: 082-030-051.
- 3) Ordinance No. 1169 – Amending the Official Zoning Map by Rezoning Property for Mercey Springs Road Apartments Located on Assessor's Parcel Number: 082-030-051 from Low Density Residential (R-1) to High Density Residential (R-3). **(Second Reading & Adoption)**

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

- B. Public Hearing – To Receive Public Comment and Consideration of an Ordinance to Establish the Regulations and Processing of Accessory Dwelling Units.

- 1) Ordinance No. 1170 – Amending and Restating Article 30 Chapter 3 of Title 9 of the Los Banos Municipal Code Relating to Accessory Dwelling Units. **(First Reading & Introduction)**

Recommendation: Receive the staff report, open the public hearing, receive public comment, waive the first reading and introduce the ordinance as submitted.

- C. Public Hearing – To Receive Public Comment and Consideration of a Resolution to Update the Housing Element of the Los Banos General Plan Pursuant to State Law.

- 1) City Council Resolution No. 6062 – Adopting the 2018 Annual Report on the Status of the Housing Element of the General Plan and Progress in its Implementation.

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

8. CONSIDERATION OF THE ADOPTION OF CITY COUNCIL RESOLUTION NO. 6063 – ACCEPTING THE WASTEWATER TREATMENT PLANT HEADWORKS PROJECT AS COMPLETE AND AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION WITH THE MERCED COUNTY RECORDER.

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

9. CONSIDERATION OF INITIATING THE PROPOSITION 218 PROCESS ADVISING PROPERTY OWNERS OF PROPOSED INCREASES TO WATER, WASTEWATER AND SOLID WASTE RATES BEGINNING JULY 1, 2019 AND APPROVING A REVISED BUDGET FOR FISCAL YEAR 2018-2019 AS IT PERTAINS TO EXPENDITURES.

- 1) City Council Resolution No. 6064 – Adopting a Revised Budget for the 2018-2019 Fiscal Year as it Pertains to Expenditures.

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

10. CONSIDERATION OF APPOINTMENT OF CHAIR AND VICE CHAIR TO THE MEASURE H CITIZENS' OVERSIGHT COMMITTEE.

Recommendation: Appoint a Chair and a Vice Chair.

11. ADVISEMENT OF PUBLIC NOTICES. (One)

12. CITY MANAGER REPORT.

13. CITY COUNCIL MEMBER REPORTS.

- A. Deborah Lewis
- B. Tom Faria
- C. Daronica Johnson-Santos
- D. Brett Jones
- 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.


Jana F. Sousa, Assistant City Clerk

Dated this 14th day of March 2019

CK # 215140 - # 215345 03/20/2019 \$490,191.13

Bank Reconciliation

Checks by Date

jcanchola

User: 03/12/2019 - 8:43AM

Printed:

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
215140	2/28/2019	Alhambra	AP		118.97
215141	2/28/2019	A & A Portables Inc	AP		228.37
215142	2/28/2019	Anthony Gomes	AP		9,321.13
215143	2/28/2019	Aramark Uniform Ser Inc	AP		549.56
215144	2/28/2019	AT&T Mobility	AP		117.20
215145	2/28/2019	AT&T	AP		1,192.98
215146	2/28/2019	BlueTarp Financial, Inc.	AP		524.98
215147	2/28/2019	Brenntag Pacific Inc	AP		670.26
215148	2/28/2019	BSK Associates	AP		336.00
215149	2/28/2019	Ca Dept of Justice	AP		676.50
215150	2/28/2019	Comcast	AP		318.24
215151	2/28/2019	Comcast	AP		808.00
215152	2/28/2019	Copy Shipping Solutions	AP		307.32
215153	2/28/2019	LN Curtis & Sons	AP		590.16
215154	2/28/2019	Carolina Contreras	AP		600.00
215155	2/28/2019	Electric Drives Inc	AP		4,957.56
215156	2/28/2019	Employee Relations, Inc.	AP		50.00
215157	2/28/2019	The ABY MFG Group, Inc.	AP		57.64
215158	2/28/2019	Ernest Packaging Solutions	AP		761.00
215159	2/28/2019	Fast Track Car Wash	AP		168.00
215160	2/28/2019	Federal Eastern International LLC	AP		2,650.48
215161	2/28/2019	Federal Express Corporation	AP		47.45
215162	2/28/2019	Ferguson Enterprises Inc DBA Groeniger & Company	AP	Void	1,314.11
215163	2/28/2019	Ferrellgas, Inc.	AP		78.72
215164	2/28/2019	Fresno Truck Center	AP		818.13
215165	2/28/2019	Government Revenue Solutions Holdings I, LLC	AP		19.10
215166	2/28/2019	Halo Branded Solutions Inc.	AP		338.47
215167	2/28/2019	Helena Chemical Co Inc	AP		735.56
215168	2/28/2019	Heppner Precision Machine Shop, Inc.	AP		117.03
215169	2/28/2019	Johnnie's Cleaners	AP		174.00
215170	2/28/2019	Kimball Midwest	AP		52.17
215171	2/28/2019	Lawson Products, Inc.	AP		897.18
215172	2/28/2019	Marfab Inc	AP		394.82
215173	2/28/2019	Merced Chevrolet Inc.	AP		1,441.29
215174	2/28/2019	MOO, Inc.	AP		80.52
215175	2/28/2019	NDN International LLC	AP		2,767.80
215176	2/28/2019	North Central Laboratories	AP		104.63
215177	2/28/2019	Vanessa Nishikawa	AP		600.00
215178	2/28/2019	The Office City	AP		382.78
215179	2/28/2019	OSE	AP		526.56
215180	2/28/2019	O'Reilly Auto Parts	AP		371.95
215181	2/28/2019	Pitney Bowes Inc	AP		61.18
215182	2/28/2019	Provost and Pritchard Engineering, Inc.	AP		1,046.20
215183	2/28/2019	Pro Clean Supply	AP		215.06

215184	2/28/2019	Safe T Lite of Modesto, Inc.	AP	674.94
215185	2/28/2019	Save Mart Supermarkets	AP	395.82
215186	2/28/2019	Don C. Schjeldahl	AP	700.00
215187	2/28/2019	Seasons & Reasons, Llc	AP	3,320.00
215188	2/28/2019	Sherwin Williams Co	AP	353.01
215189	2/28/2019	Sonitrol	AP	339.00
215190	2/28/2019	Sorensens True Value	AP	319.74
215191	2/28/2019	Sorensens True Value	AP	32.07
215192	2/28/2019	Specialty Distributors, Inc.	AP	151.20
215193	2/28/2019	Sprint Solutions, Inc.	AP	987.74
215194	2/28/2019	Technicon Engineering Services, Inc.	AP	820.00
215195	2/28/2019	Terminix Processing Center	AP	102.00
215196	2/28/2019	Unique Glass	AP	1,319.11
215197	2/28/2019	USA Blue Book	AP	181.69
215198	2/28/2019	Verizon Wireless	AP	313.78
215199	2/28/2019	Windecker Inc	AP	4,302.53
215200	2/28/2019	Patrick Arambel	AP	207.00
215201	2/28/2019	Auriga Corporation	AP	8,800.00
215202	2/28/2019	Timothy Baptista Sr	AP	207.00
215203	2/28/2019	Joseph A. Barcellos	AP	850.00
215204	2/28/2019	Sandra Benetti	AP	78.00
215205	2/28/2019	John Cates	AP	78.00
215206	2/28/2019	CDTFA California Dept. of Tax & Fec	AP	308.00
215207	2/28/2019	Chabin Concepts, Inc.	AP	1,637.01
215208	2/28/2019	David Dees	AP	78.00
215209	2/28/2019	Ford Motor Credit Company LLC	AP	3,689.59
215210	2/28/2019	Ford Motor Credit Company LLC	AP	1,307.85
215211	2/28/2019	Renee Elizabeth Garcia	AP	49.00
215212	2/28/2019	Mona Giuliani	AP	78.00
215213	2/28/2019	Home Depot	AP	4,908.01
215214	2/28/2019	Erik Limon	AP	78.00
215215	2/28/2019	Los Banos Medical Group A Medical Corp.	AP	100.00
215216	2/28/2019	Maria L. Luna	AP	10.00
215217	2/28/2019	Steve Macillas	AP	87.50
215218	2/28/2019	Rolfe Construction	AP	1,000.00
215219	2/28/2019	Ronny's Inc.	AP	15,863.25
215220	2/28/2019	Scott Savage	AP	522.50
215221	2/28/2019	Stacy Souza Elms	AP	78.00
215222	2/28/2019	Tap Master, Inc.	AP	19,740.00
215223	2/28/2019	Walmart	AP	97.86
215224	2/28/2019	Jennifer Williams	AP	650.00
215238	3/5/2019	Aflac-Customer Service	AP	494.24
215239	3/5/2019	Franchise Tax Board	AP	321.85
215240	3/5/2019	In Shape Health Clubs Inc	AP	718.71
215241	3/5/2019	Los Banos Volunteer	AP	2,416.67
215242	3/5/2019	Los Banos Police Assn	AP	455.00
215243	3/5/2019	Los Banos Police Assn	AP	175.00
215244	3/5/2019	Los Banos Police Assn	AP	910.00
215245	3/5/2019	Richard Mancera	AP	120.00
215246	3/5/2019	MassMutual	AP	1,498.13
215247	3/5/2019	MassMutual	AP	4,067.50
215248	3/5/2019	Merced County Sheriff	AP	150.00
215249	3/5/2019	Gerald "Obie" O'Brien	AP	77.14
215250	3/5/2019	Nationwide Retirement Solutions	AP	2,777.50

215251	3/5/2019	Professional Fire Fighter	AP	630.00
215252	3/5/2019	Rey Reyna Jr	AP	81.00
215253	3/5/2019	State Disbursement Unit	AP	1,168.50
215254	3/5/2019	Vantagepont Transfer Agents - 306797	AP	794.00
215255	3/5/2019	Vantagepoint Transfer Agents - 705827	AP	25.00
215256	3/5/2019	Vantagepoint Transfer Agents - 801838	AP	3,675.00
215257	3/5/2019	Law Offices of William A Vaughn	AP	12,000.00
215258	3/8/2019	Accela, Inc.	AP	1,540.00
215259	3/8/2019	Ameripride Services	AP	137.01
215260	3/8/2019	Animal Damage Management, Inc.	AP	1,550.00
215261	3/8/2019	Aramark	AP	46.50
215262	3/8/2019	Aramark Uniform Ser Inc	AP	446.14
215263	3/8/2019	AT&T	AP	63.23
215264	3/8/2019	Borelli Real Estate Service, Inc.	AP	90.00
215265	3/8/2019	Bruce's Tire Inc	AP	668.94
215266	3/8/2019	BSK Associates	AP	3,793.00
215267	3/8/2019	Coffee Break Service Inc.	AP	41.50
215268	3/8/2019	Comcast	AP	138.39
215269	3/8/2019	Cook's Communications Corp.	AP	184.42
215270	3/8/2019	Custom Locksmith & Alarm Inc.	AP	107.88
215271	3/8/2019	Dig Safe Board	AP	898.03
215272	3/8/2019	Edges Electrical Group, LLC	AP	646.69
215273	3/8/2019	Employee Relations, Inc.	AP	50.00
215274	3/8/2019	Ernest Packaging Solutions	AP	500.31
215275	3/8/2019	Fastenal Company	AP	228.69
215276	3/8/2019	Fast Track Car Wash	AP	14.00
215277	3/8/2019	Federal Express Corporation	AP	38.11
215278	3/8/2019	Ferguson Enterprises Inc DBA Groeniger & Company	AP	1,273.39
215279	3/8/2019	Ferrellgas, Inc.	AP	95.01
215280	3/8/2019	William Reeder	AP	1,202.60
215281	3/8/2019	Gibbs International, Inc	AP	771.52
215282	3/8/2019	Grainger Parts Operations	AP	1,755.27
215283	3/8/2019	Lena Gutierrez	AP	600.00
215284	3/8/2019	JB Anderson Land Use Planning	AP	240.00
215285	3/8/2019	Kings View Corporation	AP	400.00
215286	3/8/2019	LC Action Police Supply, LTD	AP	421.88
215287	3/8/2019	Lucas Business Systems	AP	1,113.29
215288	3/8/2019	Marfab Inc	AP	657.17
215289	3/8/2019	Merced Chevrolet Inc.	AP	374.27
215290	3/8/2019	Merced Truck & Trailer Inc	AP	428.18
215291	3/8/2019	MOO, Inc.	AP	200.87
215292	3/8/2019	Marysol Martinez	AP	600.00
215293	3/8/2019	NDN International LLC	AP	351.78
215294	3/8/2019	The Office City	AP	196.65
215295	3/8/2019	OSE	AP	421.04
215296	3/8/2019	O'Reilly Auto Parts	AP	777.80
215297	3/8/2019	PG&E Company	AP	32.35
215298	3/8/2019	PSG Fencing Corp.	AP	700.00
215299	3/8/2019	Pitney Bowes Inc	AP	470.76
215300	3/8/2019	Protech Security & Electronics, Inc.	AP	180.00
215301	3/8/2019	Santos Ford Inc.	AP	1,448.06
215302	3/8/2019	Sherwin Williams Co	AP	105.48
215303	3/8/2019	Shred-It US JV LLC	AP	484.10
215304	3/8/2019	Sorensens True Value	AP	514.74

215305	3/8/2019	Sorensens True Value	AP	180.00
215306	3/8/2019	Sprint Solutions, Inc.	AP	227.94
215307	3/8/2019	Stanislaus Business Alliance Inc.	AP	462.50
215308	3/8/2019	Syar Industries Inc.	AP	1,974.63
215309	3/8/2019	Telcion Communications Group	AP	4,555.73
215310	3/8/2019	Terminix Processing Center	AP	42.00
215311	3/8/2019	Top Dog Police K9 Training and Consulting, LLC	AP	350.00
215312	3/8/2019	Triangle Rock Products	AP	1,142.89
215313	3/8/2019	Urban Restoration Group US Inc.	AP	189.73
215314	3/8/2019	USA Blue Book	AP	345.38
215315	3/8/2019	Verizon Wireless	AP	715.37
215316	3/8/2019	Windecker Inc	AP	1,930.40
215317	3/8/2019	Young's Air Conditioning	AP	618.50
215318	3/8/2019	Zee Medical Service Co	AP	44.85
215319	3/8/2019	APWA	AP	1,020.00
215320	3/8/2019	Jeff Bondi	AP	14.62
215321	3/8/2019	Gary Brizzee Jr.	AP	58.00
215322	3/8/2019	City of Los Banos Escrow Account	AP	1,643.44
215323	3/8/2019	Gouveia Engineering Inc.	AP	19,340.39
215324	3/8/2019	GSE Construction Co., Inc.	AP	85,861.43
215325	3/8/2019	Jason Hedden	AP	58.00
215326	3/8/2019	InfoSend Inc.	AP	5,814.93
215327	3/8/2019	Jason Kirschman	AP	150.00
215328	3/8/2019	Liebert Cassidy Whitmore	AP	10,288.50
215329	3/8/2019	Michael Manning	AP	58.00
215330	3/8/2019	Ivan Mendez	AP	58.00
215331	3/8/2019	Merced County Registrar Voters	AP	30,198.21
215332	3/8/2019	NCCA- Keys Conference	AP	2,394.00
215333	3/8/2019	Frederic Andy Nichols	AP	900.00
215334	3/8/2019	O'Dell Engineering	AP	3,824.00
215335	3/8/2019	Maria Ortega	AP	58.00
215336	3/8/2019	Premier Access Insurance Co.	AP	19,902.70
215337	3/8/2019	Provost and Pritchard Engineering, Inc.	AP	14,709.50
215338	3/8/2019	Rey Reyna Jr	AP	58.00
215339	3/8/2019	Ronny's Inc.	AP	39,315.15
215340	3/8/2019	Ronny's Inc.	AP	3,662.79
215341	3/8/2019	Ronny's Inc.	AP	4,150.00
215342	3/8/2019	Santos Ford Inc.	AP	41,250.00
215343	3/8/2019	Sun Life Financial	AP	6,546.96
215344	3/8/2019	Windecker Inc	AP	11,664.91
215345	3/8/2019	Xerox Financial Services	AP	2,453.13

Break in check sequence due to the following:

Check #215225 - 215236 (Payroll)

Check #215237 (Manual Void)

Total Void Check Count:	1
Total Void Check Amount:	1,314.11
Total Valid Check Count:	192
Total Valid Check Amount:	488,877.02
Total Check Count:	193
Total Check Amount:	490,191.13

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
JANUARY 16, 2019**

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

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

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

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria, Daronica Johnson-Santos, Brett Jones, Deborah Lewis, Mayor Michael Villalta; Absent: Brett Jones.

STAFF MEMBERS PRESENT: City Attorney Vaughn, Assistant City Clerk/Human Resources Analyst Sousa, Police Chief Brizzee, Fire Chief Hurley, Community & Economic Development Director Elms, and Public Works Director/City Engineer Fachin.

CONSIDERATION OF APPROVAL OF AGENDA: Motion by Lewis, seconded by Johnson-Santos to approve the City Council Meeting agenda as submitted. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. ROSA BARRAGAN, Merced County Office of Education, spoke about the upcoming Parent Institute Conference being held on Saturday, March 2, 2019; JIM MADERAS, Los Banos Arts Council, thanked Mayor Villalta for the recent proclamation renaming Los Banos to Los Banjos on February 10, 2019, thanked Cyndi Roelofs for her hard work, spoke of many talented performers scheduled to perform at the event including John McEuan and the String Wizards, John was the head of The Nitty Gritty Dirt Band and has agreed to stay after the show to sign his book for everyone, JOHN CATES, Los Banos Chamber of Commerce 2019 incoming President, stated he has aggressive ideas to gain momentum for the next few years, sees the importance in a partnership between the City and the Chamber, Commerce is what makes a City run, Economic and business development is key to the City and the Chamber; MICHELLE SANDOVAL, Executive Director of the Los Banos Chamber of Commerce, spoke about an upcoming mixer and the Annual Street Fair to be held in April.

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

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Lewis, seconded by Johnson-Santos to approve the consent agenda as follows: Check Register for #214271 – #214373 in the Amount of \$888,656.53; minutes for the January 2, 2019 City Council Meeting; City Council Resolution No. 6039 – Accepting the Place Road Rehabilitation Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder; City Council Resolution No. 6040 – Approving and Adopting Final Tract Map No. 2017-01 Stonecreek at Los Banos The Villages VII Phase I Unit 1 and Accompanying Subdivision Improvement Agreement. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF THE SUBMITTAL OF AN APPLICATION IN RESPONSE TO THE 2018 STATE DEVELOPMENT BLOCK GRANT (CDBG) NOTICE OF FUNDING AVAILABILITY (NOFA), AND TO SOLICIT CITIZEN INPUT ON POSSIBLE ACTIVITIES TO BE INCLUDED IN THE APPLICATION. Community & Economic Development Director Elms presented the staff report.

Council Member Faria inquired as to if the income is a specific number or if it is affected by the cost of living in the community. Community & Economic Development Director Elms stated it is a specific number that ranges from county to county and depending on the household size.

Council Member Johnson-Santos stated this would be a great addition to the City.

Mayor Villalta opened the public hearing.

Kathy Ballard, Los Banos, inquired as to if the 51% of low area income meant that it is the only census track the Code Enforcement Officer can work in. Community & Economic Development Director Elms stated this is a grant and the requirement of the grant is in addition to the City's existing Code Enforcement Officer. Ballard also questioned if the splash park would be fenced in and maintained and protected from damage. Public Works Director/City Engineer Fachin stated that the area would be maintained by the City. Community & Economic Development Director Elms added that the grant funding would only be for the equipment and the construction of the project. Ballard asked if the gap funding was something that could be used for Habitat for Humanity or if it was restricted because Habitat already has its own funding. Community & Economic Development Director Elms stated the gap funding would be for down payment and closing costs which are not a requirement of a Habitat for Humanity home.

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

Council Member Lewis thanked Community & Economic Development Director and City staff for putting in the application for these funds as they are certainly well deserved in the City of Los Banos.

Motion by Lewis, seconded by Johnson-Santos to approve City Council Resolution No. 6041 – Approving an application for funding and the execution of a grant agreement and any amendments thereto from the 2018 funding year of the State CDBD program. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

CONSIDERATION OF ORDINANCE NO. 1168 – AMENDING CHAPTER 16 TITLE 3 OF THE LOS BANOS MUNICIPAL CODE RELATING TO CONTRACTING FOR PUBLIC WORKS PROJECTS (ASSEMBLY BILL 2249). City Attorney Vaughn presented the report.

Motion by Faria, seconded by Johnson-Santos to waive the first reading of Ordinance No. 1168 – Amending Chapter 16 Title 3 of the Los Banos Municipal Code Relating to Contracting for Public Works Projects. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

Motion by Faria, seconded by Johnson-Santos to introduce Ordinance No. 1168 – Amending Chapter 16 Title 3 of the Los Banos Municipal Code Relating to Contracting for Public Works Projects. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 6042 – APPROVING A THIRD AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT AS IT PERTAINS TO INCREASING THE ANNUAL BASE SALARY BY FIVE PERCENT (5%).

Motion by Villalta, seconded by Faria to approve City Council Resolution No. 6042 – Approving a Third Amendment to City Manager Employment Agreement as it Pertains to Increasing the Annual Base Salary by Five Percent (5%). The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

APPOINTMENT OF COMMISSIONERS TO SERVE ON THE FOLLOWING CITY COMMISSIONS: PARKS & RECREATION COMMISSION – ONE (1) TWO (2) YEAR TERM – EXPIRING DECEMBER 31, 2020; AIRPORT ADVISORY COMMISSION – ONE (1) TWO (2) YEAR TERM – EXPIRING DECEMBER 31, 2020.

Motion by Villalta, seconded by Johnson-Santos, to appoint Gary Munoz, Los Banos Unified School District Representative, to the Parks & Recreation Commission. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

Motion by Villalta, seconded by Faria, to appoint David Anderson to the Airport Advisory Commission. The motion carried by the affirmative action of all City Council Members present; Absent: Jones.

ADVISEMENT OF PUBLIC NOTICES (No Report).

CITY MANAGER REPORT. No report.

CITY COUNCIL MEMBER REPORTS.

DEBORAH LEWIS: Reminded everyone about the Big Dream Conference Parents Institute being held on March 2, 2019 from 8:00 a.m. – 2:00 p.m.; attended the swearing in of our new District Attorney Kimberly Lewis who has a difficult task, wishes her well; was privileged to attend Corporal Singh's funeral, heart goes out to the family, pray for our local Police Officers and Firefighters.

TOM FARIA: The Parent Institute is a great program; don't forget to attend the Los Banjos even on February 20th at the Arts Center, John McEuan of The Nitty Gritty Dirt Band is headlining and it should be a great concert; Los Banos High School Choir has a chicken dinner being held on Thursday the 24th, the Fire Department helps cook the chicken and La Morenitas provides the tortillas; January 30th is the first annual all district choir festival at 7:00 p.m., there will be a grand finale song with all the kids singing together; continue to pray for the safety of our public safety.

DARONICA JOHNSON-SANTOS: Apologized for her absence at the last meeting; Martin Luther King Jr. Day is coming up, please take a moment to appreciate the man himself, we are able to see the unity due to his sacrifice.

BRETT JONES: Absent.

MAYOR MICHAEL VILLALTA: Officer Corona was such a young life and now she's gone, Officer Singh was very young with a family, we need officers and don't want to discourage anyone from going into law enforcement, public safety is such an admirable career, we need you.

CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OF SUBDIVISION (D) OF SECTION 54956.9 OF THE GOVERNMENT CODE: 90-DAY NOTICE OF VIOLATIONS AND INTENT TO FILE SUIT UNDER THE RESOURCE CONSERVATION AND RECOVERY ACT FROM CALIFORNIA RIVER WATCH, DATED SEPTEMBER 3, 2018. No action taken, advisement to staff only.

ADJOURNMENT. The meeting was adjourned at 8:01 p.m.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Jana R. Sousa, Assistant City Clerk

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
MARCH 6, 2019**

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

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 7:01 p.m.

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

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria, Daronica Johnson-Santos, Deborah Lewis, Brett Jones, Mayor Michael Villalta; Absent: None.

STAFF MEMBERS PRESENT: City Manager Terrazas, City Attorney Vaughn, City Clerk/Human Resources Director Mallonee, City Treasurer/Accounting & Budget Supervisor Tomas, Police Chief Brizzee, Fire Chief Hurley, Finance Director Williams, Public Works Director/City Engineer Fachin.

CONSIDERATION OF APPROVAL OF AGENDA: Mayor Villalta stated that Item 7 – Sutter Health Presentation Regarding the Hospital needs to be removed from the agenda as Sutter Health has asked for a delay of this item.

Motion by Johnson-Santos, seconded by Faria to approve the City Council Meeting agenda as amended with the removal of Item 7 – Sutter Health Presentation Regarding the Hospital. The motion carried by the affirmative action of all City Council Members present.

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. MARLENE SIEMILLER ALVES, Los Banos, stated that she received a letter from the City regarding administrative citation and a fine owed, spoke regarding her personal situation, her code enforcement concerns regarding her fence on her property that she was cited for, how this fence is in the alley and not in the public eye, other fences and eyesores in the area, she cannot afford to pay the \$600 fine and would like for the fine to be forgiven and she will clean it all up on her own; GENEVA BRETT, Los Banos Chamber of Commerce, spoke regarding how disasters will strike and how they are creating disaster bags that has information on what to do in case of a disaster (like what the City of

Temecula is doing), her personal experiences with disasters, people don't know what to do and this will help them in the time of a disaster, community taking care of community, looking for volunteers to stuff the bags with newsletters and distribute the bags, contact her if you'd like to volunteer at genevabrett@gmail.com; DIANA WESTMORELAND PEDROZO, Representative for Senator Caballero, stated that they have met with the City Manager and Mayor last month and look forward to assisting in any way they can, noted that they currently have an office located at 1640 N Street, Suite 210 in Merced, feel free to contact her by phone at 209-726-5495 or by email at diana.westmoreland@sen.ca.gov, what a great idea that the Los Banos Chamber of Commerce has come up with regarding the disaster bags. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Johnson-Santos, seconded by Faria to approve the consent agenda as follows: Check Register for #214940 – #215139 in the Amount of \$759,381.78; Minutes for the February 6, 2019 City Council Meeting; Minutes for the February 13, 2019 Special City Council Meeting; Minutes for the February 20, 2019 City Council Meeting. The motion carried by the affirmative action of all Council Members present.

SUTTER HEALTH PRESENTATION REGARDING THE HOSPITAL. *This item was removed at the beginning of the meeting with approval of the agenda.*

MID YEAR 2018-2019 FISCAL YEAR BUDGET REVIEW; CITY COUNCIL RESOLUTION NO. 6054 – ADOPTING A REVISED BUDGET FOR THE 2018-2019 FISCAL YEAR AS IT PERTAINS TO EXPENDITURES AND REVENUES AND AMENDING DIVISION 4 – SALARY SCHEDULE / EMPLOYEE CLASSIFICATIONS RELATING TO CHANGES TO SECTION E – PUBLIC WORKS. Finance Director Williams presented the staff report, which included a PowerPoint presentation.

There was Council Member and staff discussion regarding timeline for taxes received from Merced County, if there is a deadline/cut-off date that they have to get those taxes to the City, permits, the timeline for the PAL bathroom at the Fairgrounds, the ball field agreement, Fire Department strike team funds, the staffing makeup of the Code Enforcement Division (i.e. 1 Police Sergeant, 2 Code Enforcement Officers, 1 Code Enforcement Officer/Animal Control), the hybrid vehicle and justification for assigning one to the IT Department, Measure P special tax and the amount of funds brought in each year (\$2.5 million), health retirement and CalPERS pension, staff noted that we are healthy not wealthy and doing a good job managing our funds.

Motion by Faria, seconded by Lewis to adopt City Council Resolution No. 6054 – Adopting a Revised Budget for the 2018-2019 Fiscal Year as it Pertains to Expenditures and Revenues and Amending Division 4 – Salary Schedule / Employee Classifications Relating to Changes to Section E – Public Works. The motion carried by the affirmative action of all Council Members present.

ADVISEMENT OF PUBLIC NOTICES (No Report).

CITY MANAGER REPORT. No report.

CITY COUNCIL MEMBER REPORTS.

BRETT JONES: No report.

DEBORAH LEWIS: No report.

TOM FARIA: No report.

DARONICA JOHNSON-SANTOS: Thanked the city for the wonderful Arbor Day event.

MAYOR MICHAEL VILLALTA: Stated that a number of Council Members attended the 31st Annual Arbor Day event which was a well-run event, March 16, 2019 there will be an event (DIBS) at the Community Center regarding getting commuters connected with others for ride sharing options, how work is getting started on non-polluting buses through ACE train, how we would like to get a bus system through Los Banos to catch light rail to the Bay Area, looking to provide alternatives for commuters, MCAG approved money for a study to tell us where the people work and commute to, that will help us work on a bus system through Los Banos and also reach out to potential business for relocation, looking to reduce the commuters in the future, thanked all for A Arbor Day event.

ADJOURNMENT. The meeting was adjourned at 8:08 p.m.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members

FROM: Sonya Williams, Finance Director

DATE: March 20, 2019

SUBJECT: Award the Request for Proposal (RFP) for Professional Auditing Services and Authorize the City Manager to Sign the Professional Service Agreement.

TYPE OF REPORT: Consent Agenda

Recommendation:

To accept the proposal from Price, Paige & Company for auditing services for a three (3) year period, beginning Fiscal Year 2019/20, with an optional two (2) year extension and authorize the City Manager to sign a professional service agreement for auditing services.

Background:

On December 30, 2013 staff issued an RFP for auditing services, with a submittal deadline date of February 3, 2014. At the close of the request we received ten (10) proposals and four (4) notices to decline to submit a proposal, from a variety of auditing firms. After careful review and consideration, Finance Staff elected to award the engagement to Price, Paige and Company.

Discussion:

The City has contracted with Price, Paige and Company since Fiscal Year 2015, and has been satisfied with their performance, responsiveness and audit procedures. The firm has a history of technical expertise and professionalism. Their audit team has an outstanding working relationship with City Staff. They continue to demonstrate the ability to meet the needs of the City.

Price, Paige & Company is highly qualified and has extensive experience and expertise in governmental auditing and accounting. They currently provide annual audit or review services for more than twenty-five (25) governmental agencies and approximately thirty (30) nonprofit organizations. All of their auditors take a minimum of eighty (80) hours of

continuing professional education every two (2) years. They have The Firm also maintains comprehensive General Liability Coverage, as well as Errors and Omissions Insurance with a limit of at least \$3,000,000.

Price, Paige & Company has performed the annual audit for the past five years. They also prepare our Comprehensive Annual Financial Reports (CAFRs) and all of our compliance audits including Single Audits, GANN Limit Compliance Report, and the Abandoned Vehicle Abatement Reports.

In addition, Price, Paige & Company offers client training to help staff stay informed of current accounting developments and financial reporting issues. These services are available to City Staff and Council Member to attend as a value added service included in the audit engagement.

Fiscal Impact:

Price, Paige & Company has presented the following cost proposal:

Service	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
City Audit	\$44,000	\$44,000	\$45,320	\$45,320	\$46,680
Gann Review	\$765	\$765	\$788	\$788	\$812
Single Audit	\$5,200	\$5,200	\$5,356	\$5,356	\$5,517
AVA Report	-	\$1,100	-	\$1,133	-
Pension Reporting	\$1,800	\$1,800	\$1,854	\$1,854	\$1,910
OPEB Reporting	\$1,800	\$1,800	\$1,854	\$1,854	\$1,910
Total (not to exceed)	\$53,565	\$54,665	\$55,172	\$56,305	\$56,829

Price, Paige and Company has included a CPI increase of 3% annually beginning the third audit year. The City may request and the Auditors may agree to perform other services. The scope of such services and compensation shall be agreed to in writing, and added to the agreement. Last year's audit costs were not to exceed \$59,501.

Reviewed by:

Alex Terrazas, City Manager

Attachments:

- Resolution
- Request for Proposal for Professional Auditing Services
- Proposal to Provide Auditing Services from Price, Paige & Company
- Pricing Proposal to Provide Auditing Services Price, Paige & Company
- Professional Service Agreement for Auditing Services

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR AUDITING SERVICES WITH PRICE, PAIGE & COMPANY

WHEREAS, the City is required by law to have an independent, annual financial audit;
and

WHEREAS, the City solicited Request for Proposals for Professional Audit Services in accordance with the provisions of the Los Banos Municipal Code, for three years beginning in fiscal year 2019, with a City option to extend the term of the agreement for up to two additional fiscal years; and

WHEREAS, the City received a proposal from Price, Paige and Company, has reviewed the previous experience and evaluated the expertise of the firm, and desires to retain Price, Paige and Company to render professional auditing services; and

WHEREAS, Price, Paige and Company will perform the work outlined in the Scope of Services and according to a not to exceed Fee Schedule included as a part of the Professional Services Agreement; and

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

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Los Banos does hereby approve the above mentioned Agreement and authorizes the City Manager to execute said Agreement, in the form presented herewith.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 20th day of March 2019 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

REQUEST FOR PROPOSALS

Professional Auditing Services

NOTICE IS HEREBY GIVEN that the City of Los Banos (“City”) is issuing this Request for Proposal (“RFP”) for **Professional Auditing Services**.

Proposers are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than **3:00 p.m., on January 15, 2019**, at the following address:

City of Los Banos
Attn: Lucille L. Mallonee, City Clerk
520 J Street
Los Banos, CA 93635

An original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and two (2) duplicates are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package.**

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding Proposer is solely responsible for all costs related to the preparation of the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the firm who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City.

Please submit all inquiries to sonya.williams@losbanos.org.

City of Los Banos

RFP for Professional Auditing Services

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I. INTRODUCTION

A. General Information

The City of Los Banos is requesting proposals from qualified certified public accountant firms to audit its financial statements for the three fiscal years beginning with the fiscal year ending June 30, 2019, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years, in addition to performing other financial audits and reviews as specified below. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards (2003)* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

There is no expressed or implied obligation for the City of Los Banos to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, the original signed proposal and two (2) duplicates of the proposal are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package. Proposals must be submitted to Lucille L. Mallonee, City Clerk, 520 J Street, Los Banos, CA 93635, by **3:00 p.m. on January 15, 2019**. Proposals submitted by facsimile or email are not acceptable and will not be considered. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Los Banos reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Los Banos, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Los Banos and the firm selected.

It is anticipated the selection of a firm will be completed by February 15, 2019. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **March 6, 2019** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of Los Banos reserves the right to extend the term of this contract for two (2) additional one-year

terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm. The proposal package shall present all-inclusive audit fees for each year of the contract term.

II. NATURE OF SERVICES REQUIRED

A. Scope of the Work to be Performed

The City of Los Banos desires a Comprehensive Annual Financial Report (CAFR) and its component unit financial statements for the City of Los Banos to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal year ended June 30, 2019 and each of the subsequent years, June 30, 2020 and 2021 of the audit firm's contract with the City. The City will be planning to submit the CAFR to the California Society of Municipal Finance Officers (CSMFO) for review in their Certificate of Award for Outstanding Financial Reporting program or to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program.

The selected independent auditor will be required to perform the following tasks.

- The audit firm will perform an audit of all funds of the City of Los Banos. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. **The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm.** The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
- The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
- The City receives funding under the Abandoned Vehicle Abatement Program, which requires a financial and compliance audit (every other year). Auditor will perform tests of compliance, prepare, and publish an audit report
- The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
- The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are

considered to be non-reportable conditions. Management letters shall be addressed to the City Mayor.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accounts;
- The standards applicable to financial audits contained in *Government Auditing Standards* (2003 Revision), issued by the Comptroller General of the United States;
- The provisions of the Single Audit Act as amended in 1996; and
- The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of Los Banos of the need to extend the retention period. The auditor will be required to make working papers available to the City of Los Banos or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Finance Director.

III. DESCRIPTION OF THE GOVERNMENT

A. Background Information

The City of Los Banos is located in the west portion of Merced County, servicing an area of 8.5 square miles with a population of 40,986. The City's fiscal year begins on July 1 and ends on June 30.

The City of Los Banos was incorporated on May 8, 1907 as a general law city, which operates under the council/manager form of government. The city government is divided into seven departments: Administration, Community and Economic Development, Finance, Fire, IT, Police, and Public Works.

The City of Los Banos' operating budget in FY 2018-19 is approximately \$55.3 million for all funds combined.

B. Fund Structure

The City of Los Banos uses the following fund types and account groups in its financial reporting:

City of Los Banos

RFP for Professional Auditing Services

Fund Type/Account Group	City
General Fund	1
Special Revenue Fund	60
Debt Service Fund	1
Capital Projects Fund	4
Enterprise Fund	4
Internal Service Fund	3

C. Magnitude of Finance Operations

The Finance Department is headed by Sonya Williams, Finance Director and consists of 8 employees. The principal functions performed and the number of employees assigned to each is as follows:

Function	Number of Employees
Supervisor	1
Accountant	2
Accounts Payable	1
Utility/Accounts Receivable	4

D. Computer Systems

The City's computerized systems are run on a distributed client/server network system. The accounting functions are computerized using Springbrook software on a progress database platform. The applications operating on this system are general ledger, accounts payable, accounts receivable, payroll, utilities, business licenses, cash receipts and fixed assets,

E. Availability of Prior Reports and Work Papers

Price Paige and Company conducted the City's most recent audit. The work papers of the previous audits are the property of the previous auditor and can be reviewed by the successful Proposer. The following financial statements were prepared or audited by Price Paige and Company,

- City of Los Banos General Purpose Financial Report;
- A Single Audit Report; and
- TDA Report – Transportation Development Act Audit Report
- AVA Report – Abandoned Vehicle Abatement Program Audit Report

IV. TIME REQUIREMENTS

A. Proposal Calendar

The following is a list of key dates up to, and including, the date proposals are to be submitted:

<u>Date</u>	<u>Activity</u>
November 26, 2018	Request for Proposal issued
January 4, 2019	Deadline for submitting questions

City of Los Banos

RFP for Professional Auditing Services

January 15, 2019
February 4 – 8, 2019
March 6, 2019

Due date for proposals (due by 3:00 p.m.)
Oral Interviews (optional/conducted at City's discretion)
Contract awarded by City Council

B. Date Audit may commence

Audit planning, including all necessary planning for GASB 34, documentation of systems of internal control and compliance and transaction testing should be completed during interim stage. It is expected the City will close its books the 15th of September and be ready for the final audit by the end of October.

C. Date Reports are due

The auditor shall provide all drafts and recommendations for improvements to the Finance Director within a reasonable time period after the last day of fieldwork. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed CAFR, component unit financial statements, Single Audit report and other reports shall be delivered to the Finance Director. It is anticipated that this process will be completed and the final products to be delivered by December 15, 2019.

V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. Sonya Williams, Finance Director, will be responsible for acting as the liaison between the audit firm and the accounting personnel.

B. Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to a telephone, copy machine, fax machines and wifi connection.

C. Report Preparation

Report preparation, editing, printing, binding shall be the responsibility of the auditor.

- Comprehensive Annual Financial Report (10)
- Single Audit Report (10)
- Abandoned Vehicle Abatement Program Report (4)

VI. PROPOSAL REQUIREMENT

A. General Requirements

The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. All questions shall be submitted in writing. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased

City of Los Banos

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costs resulting from the Proposer accepting verbal directions. Any explanation desired by a Proposer must be requested of the City representative in writing no later than January 4, 2019 at 5:00 p.m.

Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be made to:

Sonya Williams
Finance Director
520 J Street
Los Banos, CA 93635
(209) 827-2422
sonya.williams@losbanos.org

Submission of Proposal. Proposals submitted by facsimile or email are not acceptable and will not be considered. The original signed proposal and two (2) duplicates are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package. The Proposal shall be received by City Clerk of the City of Los Banos **by 3:00 p.m. on January 15, 2019** for a proposal to be considered. The Proposal should address the items listed below. The Proposal should be addressed as follows:

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

B. Format for Technical Proposal

To facilitate the review of responses, all responses are required to adhere to the following requirements with regard to their proposal. The City strongly encourages respondents to ensure that RFP submissions are succinct and clearly organized. If the proposal is not in this format or does not include all of the listed items, it may be deemed non responsive. For ease of handling, all responses are to be provided in a standard 8 ½" x 11" portrait format with binding on the left hand edge.

- Title Page showing the request for proposals subject; the firm's name; the name, address and telephone number of the contact person; and the date of the proposal.
- Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.
- Signed Transmittal Letter briefly stating the Proposer's understanding of the work to be done; the commitment to perform the work within the time period; and the name(s) of the person(s) authorized to represent the Proposer, title, address, and telephone number.
- Detailed Proposal following the order set forth in Section C below.

C. Contents of Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to undertake an independent audit of the City in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all points outlined in the request for proposals, (excluding any cost information which shall be submitted in a separate sealed envelope included with the Technical Proposal package. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

1. License to Practice in California

An affirmative statement should be included verifying the firm and all assigned key professional staff are properly licensed to practice in California.

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Los Banos as defined by auditing standards generally accepted in the United States of America and the General Accounting Office's *Government Auditing Standards*.

3. Firm Qualifications and Experience

To qualify the firm must have extensive experience in audits of local governments as well as experience with preparation of Comprehensive Annual Financial Statements in GASB 34 format. The Proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.

The Proposer should provide the range of activities performed by the local office, e.g., audit, accounting, tax service and/or management consulting services.

The Proposer must provide a list of all current municipal clients.

The Proposer is also required to submit a copy of a report on its most recent external quality control review (peer review), with a statement whether that quality control review included a review of specific government engagements (required by Government Audit Standards [1994]).

The Proposer shall also provide information on the results of any Federal or State desk reviews or field reviews of its audits during the past three (3) years. In addition, the Proposer shall provide information on the circumstances and status of any disciplinary action taken or pending

against the firm during the past three (3) years with State regulatory bodies or professional organizations.

4. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Include resumes, indicating whether each such person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past (3) three years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the agreement will be assured. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City. However, in either case, the City retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the Proposer provided that replacements have substantially the same or better qualifications or experience.

5. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last three (3) years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact. Also please indicate whether the audit was part of a Comprehensive Annual Financial Report prepared in conformance with the GASB 34 requirements. Information should be provided regarding clients that the firm serves that have received the CSMFO and GFOA awards.

Please provide a list of not less than five client references for whom services similar to those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name, address and telephone number of the responsible person within the reference's organization. The City reserves the right to contact any or all of the listed references regarding the audit services performed by the Proposer.

6. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as City of

Los Banos' budget and related materials, organizational charts, manuals, programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- Proposed segmentation for the engagement;
- Level of staff and number of hours to be assigned to each proposed segment of the engagement;
- Sample size and the extent to which statistical sampling is to be used in this engagement;
- Type and extent of analytical procedures to be used in this engagement;
- Approach to be taken to gain and document an understanding of the City's internal control structure;
- Approach to be taken in determining laws and regulations that will be subject to audit test work; and
- Approach to be taken in drawing audit samples for purposes of tests of compliance.

7. Identification Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

8. Insurance Coverage

The Auditor shall provide Commercial General Liability Insurance and Comprehensive Automobile Liability each in the amount of at least \$2,000,000 and Professional Liability Insurance in the amount of \$2,000,000. Provide Worker's Compensation with statutory limits of liability and Employer's Liability coverage with minimum \$2,000,000 limits of liability. For General Liability and Automobile coverage's name the City of Los Banos as an additional insured. For the Worker's Compensation coverage's provide a Waiver of Subrogation naming the same entity. Revise the certificates cancellation clause to delete "endeavor" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company."

D. Contents of Cost Proposal

1. Total All-Inclusive Maximum Price

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Attachment A, "AUDIT WORK COST PROPOSAL FORM" and Attachment B, "ESTIMATE OF COST." **The cost proposal**

shall be submitted in a separate sealed envelope, to be included with the Technical Proposal package.

2. Manner of Payment

Progress payment will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month.

VII. EVALUATION PROCEDURES

A. Review of Proposals

City Staff, consisting at a minimum, of the following, will evaluate submitted proposals:

Sonya Williams, Finance Director

B. Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria, which will be considered during the evaluation process.

Mandatory Elements:

- The audit firm is independent and licensed to practice in California.
- The firm has no conflict of interest with regard to any of the work performed by the firm for the City.
- The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.
- The firm's past experience and performance on comparable government engagements.
- The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- Adequacy of proposed staffing plan for various segments of the engagement.
- Thoroughness of approach to conducting the audit of the City and demonstration of the understanding of the objectives and scope of the audit.
- Commitment to timeliness in the conduct of the audit.
- Maximum fees to conduct the audit.
- \$2,000,000 insurance requirement.

All interested parties are encouraged to submit proposals to the RFP, as the award is not based solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Proposer's capabilities, competence and capacity will be considered as well. The City reserves the right to choose the overall best firm according to the City's criteria. The City, and its designated representatives, shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final.

The above factors, along with other factors that the City may deem appropriate, will be used to identify the proposal that represents the best value, which will be the basis for the contract award.

The most qualified and responsive proposer will be selected for contract negotiations. If agreement cannot be reached with the first ranked proposer, the City may open negotiations with the next ranked proposer(s). A contract award may be made to the responsible proposer whose proposal will be best for the City considering evaluation factors outlined above. All proposers participating in the process shall be notified in writing of the successful award.

VIII. SPECIAL CONDITIONS

A. Contract and Insurance Requirements.

The selected proposer shall be required to enter into a city-prepared Professional Services Agreement (Attachment C) approved by the City Attorney. Proposers shall be prepared to accept the terms and conditions of the City's Standard Professional Services Agreement including all Insurance Requirements. The successful Proposer's bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Los Banos and the Proposer. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Los Banos and the successful Proposer.

B. Reservations.

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Proposer responding to this RFP, or parties they represent, for obtaining any of the information solicited.

C. Public Records.

All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

D. Right to Cancel and Amend.

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

E. Proposer's Questions.

The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. All questions shall be submitted in writing to Sonya

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Williams, Finance Director, at sonya.williams@losbanos.org. A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Proposer accepting verbal directions. Any explanation desired by a Proposer must be requested of the City representative in writing no later than January 4, 2019 at 5:00 p.m. and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be posted on the City website at www.losbanos.org on or before January 11, 2019.

F. Additional Information.

The City reserves the right to request additional information and/or clarification from any or all Proposers.

G. Conflict of Interest.

Proposer covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Proposer further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Proposer certifies that to the best of Proposer's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

H. Release of Public Information.

Proposers who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

I. Non-Assignment.

If a contract is awarded, the selected Proposer shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

J. Collusion.

Each Proposer certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Proposer certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Proposer, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Proposers. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding Proposer has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Proposer is believed to have interest.

K. Debarment.

By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

L. Equal Employment Opportunity Compliance.

The selected Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Proposer shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

M. Right to Audit.

The selected Proposer shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected Proposer shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

IX. ATTACHMENT A

AUDIT WORK COST PROPOSAL FORM					
SERVICE	2018/19	2019/2020	2020/21	2021/22	2022/23
City Audit and Related Reports					
GANN Limit Review Report					
Single Audit and Related Reports					
Abandoned Vehicle Abatement (AVA) Report					
GASB 68 – Pension Reporting					
GASB 75 – OPEB Reporting					
Total for FY (not to exceed)					

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X. ATTACHMENT B

ESTIMATE OF COST

Name of Firm:

Address:

Contact Information:

Auditors Standard Hourly Billing Rates					
POSITION	2018/19	2019/2020	2020/21	2021/22	2022/23
Partner					
Manager					
Senior Accountant					
Staff Accountant					
Clerical					

XI. ATTACHMENT C

PROFESSIONAL SERVICES AGREEMENT

*FOR <<Description of Services>> SERVICES
[<<Consultant Name>>]*

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Los Banos, a municipal Corporation (herein referred to as “City”) and <<Consultant Name>> (herein referred to as “Consultant”).

RECITALS

- A. WHEREAS, City proposes to have Consultant perform the services described herein below;
- B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated;
- C. WHEREAS, City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement;
- D. WHEREAS, City and Consultant desire to contract for specific services described below and desire to set forth their rights, duties and liabilities in the services to be performed; and
- 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 upon execution of this Agreement and City's issuance to Consultant a notice to proceed for all or a portion of the work and shall terminate upon City's acceptance and payment for all or such portion of the work as was authorized by such notice, unless terminated earlier as set forth herein.>>

[ALTERNATIVE]

<<The term of this Agreement shall commence on the above written date, and shall terminate on the ____ day of _____, 20__, unless terminated earlier as set forth herein.>>

2. **Scope of Services.** <<Consultant shall provide the professional services described in the City's Request for Proposal (“RFP”) attached hereto as **Exhibit __** and incorporated herein by reference and Consultant's Response to City's RFP (the “Proposal”). A copy of said Proposal is attached hereto as **Exhibit __** and incorporated herein by this reference.>>

[ALTERNATIVE]

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<< Consultant shall diligently perform all the services described in the Scope of Services attached hereto as **Exhibit __** and incorporated herein by reference. The City may elect to delete certain tasks of the Scope of Services at its sole discretion.>>

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

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

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

3. **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 Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City.>>

[ALTERNATIVE]

<< Time is of the essence in the performance of services under this Agreement and Consultant shall perform the services in accordance with the Project Schedule attached hereto as **Exhibit __** and incorporated herein by reference. The failure by Consultant to strictly adhere to the schedule may result in termination of this Agreement by City.>>

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

4. **Compensation.** <<City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Pricing Proposal submitted by Consultant attached hereto as **Exhibit __** and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub Consultant fees, shall not exceed <<dollar amount>> unless authorized in writing by the City and approved by the City Council.>>

[ALTERNATIVE]

<< Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit __** attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's compensation shall in no case exceed <<dollar amount.>>>>

[ALTERNATIVE]

<< City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of and the Project Budget this Section and the Staff Hour and Fee Estimate as well as the Consultant's Schedule of Charges as set forth in **Exhibit __** and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, shall not exceed <<dollar amount>> without additional authorization from City.>>

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

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Schedule of charges set forth in the Proposal attached hereto as **Exhibit __** and incorporated herein by reference.

4.3 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, "Additional Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Billing Rates as set forth in **Exhibit __** and on the terms set forth in this Article 4.

5. **Contract Administration.** The << identify city representative by title >> shall have the authority to act for City under this Agreement. The <<identify city representative by title >> or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall have the authority to act for Consultant under this Agreement.

6. **Project Managers.** City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. Consultant shall designate a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant has designated <<name of project manager >>, to be its Project Manager. Consultant shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

7. **Indemnification.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Sub consultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Sub consultants) and the City in the performance of professional services under this agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert

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witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

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

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

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

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

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

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance

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Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii. Automobile Liability Coverage. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

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

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

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

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

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

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

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

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

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

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

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

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process.

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

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's

City of Los Banos

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representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

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

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

XII.

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

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

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

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

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

19. **Waiver/Validity.** Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance

City of Los Banos

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under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

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

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

To City:
City of Los Banos
520 J Street
Los Banos, California 93635
Attn: <<name>>

To Consultant:
<<consultant>>
<<address>>
<<city, state, zip>>
Attn: <<name>>

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

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

23. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

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

<<consultant>>

City of Los Banos

RFP for Professional Auditing Services

Date: _____, 20__

by: <<name and title>>

CITY OF LOS BANOS, a California municipal corporation

Date: _____, 20__

by: <<name and title>>

**ATTEST:
CITY CLERK**

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

ORIGINAL

PROPOSAL FOR PROFESSIONAL AUDIT SERVICES (TECHNICAL PROPOSAL)

FOR

**CITY OF LOS BANOS
CALIFORNIA**



**FOR THE YEARS ENDING
JUNE 30, 2019 THROUGH 2021**

Submitted
January 8, 2019

By

Fausto Hinojosa, CPA, CFE

Price Paige & Company
Accountancy Corporation

677 Scott Avenue

Clovis, California 93612

Phone: 559-299-9540

Fax: 559-299-2344

Email: fausto@ppcpas.com

Website: www.ppcpas.com

License No: 66479

CITY OF LOS BANOS

**PROPOSAL FOR PROFESSIONAL AUDIT SERVICES
FOR THE YEARS ENDING
JUNE 30, 2019, 2020 AND 2021**

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January 8, 2019

Ms. Sonya Williams
Finance Director
City of Los Banos
520 J Street
Los Banos, California 93635

Attention: Ms. Williams:

It is our pleasure to present our proposal to provide auditing services to the City of Los Banos (the "City") for the years ending June 30, 2019 through 2021 with an option of extending the contract for two additional years upon mutual agreement. When presented with viable alternatives, it is not always easy for entities such as the City to identify the accounting firm that can best meet their overall audit and accounting needs. Over the past twenty-five years, we have developed significant expertise in governmental audit and accounting. Our knowledge of the municipal environment and operations allows us to develop more robust audit plans, which we believe have improved the quality of our audits.

Our audit professionals are highly qualified and have extensive experience and expertise in governmental auditing and accounting. The firm has been a member of the AICPA Government Audit Quality Center for several years and all of our auditors take a minimum of 80 hours of continuing professional education every two years specifically related to the auditing and accounting services we provide. This commitment to learning yields a direct benefit to the clients we work with. Additionally, our firm has a well-earned reputation for ensuring the audit not only gets done right but, just as importantly, on time. We are committed to communicating effectively to ensure that your questions are addressed comprehensively. As demonstrated by our resumes and considerable involvement by the audit partner and managers, we know that our firm has the resources, knowledge and expertise to meet and service the needs of the City. We can assure you that we fully understand the work to be performed and we wish to emphasize our commitment to meeting or exceeding all of your expectations. We are committed to providing these services in accordance with the City's required timelines. Additional information about our firm's audit department and services we offer may be found on our website at www.ppcpas.com.

I trust that this proposal will adequately summarize our approach to client service and identify those attributes which set our firm apart from others. We appreciate the opportunity to submit this proposal to serve you and would be pleased to furnish any additional information regarding our firm or answer any other specific questions or concerns you may have. I am the audit principal for our firm and I am authorized to make representations for the firm with regard to this proposal. I may be reached at (559) 299-9540 or via email at fausto@ppcpas.com.

Sincerely,

Fausto Hinojosa, CPA, CFE
Audit Principal
Price Paige & Company

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540
fax 559.299.2344

LICENSE TO PRACTICE IN CALIFORNIA

The associates of Price Paige & Company are licensed Certified Public Accountants, certified by the California State Board of Accountancy (License # COR 3442). All team members assigned to the audit comply with the 80-hour continuing education requirements promulgated by *Government Auditing Standards*.

INDEPENDENCE

Our firm is independent with respect to the City of Los Banos as defined by the U.S. Government Accountability Office's *Government Auditing Standards*.

FIRM QUALIFICATIONS AND EXPERIENCE

Established in 1976 and located in Clovis, California, Price Paige & Company consists of four owners (principals), Fausto Hinojosa, Mitchell Buckley, Henry Oum, and Robert F. Price, each of whom is a Certified Public Accountant. The principals of the firm have over 90 years of combined experience in public accounting. Our firm is comprised of eleven CPAs and ten CPA candidates, as well as full and part-time accounting, bookkeeping and clerical staff. Over 50% of Price Paige & Company's practice is in auditing and attest services, primarily in the governmental and not-for-profit sectors. In addition, we provide services to many businesses in accounting, tax, and management consultation in all areas.

Price Paige & Company is recognized in the community and by our peers as experts in the areas of governmental and not-for-profit audit and accounting. Our proven commitment to excellence allows us to work with you in the most time and cost-effective manner possible. Our auditors are not seasonal; what we mean by this is that they are not "tax accountants" who perform audits in the "off-season". They are focused exclusively in providing audit services and they receive over 80 hours of continuing education every two years, specifically related to improving their audit skills. The experience of our team allows us to conduct very efficient and effective audits.

We currently provide audit or review services to more than 40 governmental agencies and approximately 35 not-for-profit organizations annually, many of which are federal single audits. The breadth and scope of single audits we have conducted is significant and we have experience auditing organizations with an excess of \$100 million dollars of federal funding.

It is our practice to assign a team of personnel from our firm to your account in order to provide the range of services you have requested. This team is generally kept abreast of any significant developments which arise through our normal association with you. The most important aspect of this approach is to provide continuity to the engagement. We understand that the audit process requires two-way communication and we accept our responsibility to listen and to deliver timely and effective solutions to the audit and accounting problems we encounter.

Conflict of Interest

Our firm's established policy is that we do not submit proposals for audit services if there is a known conflict of interest with the potential client. There are no current or potential conflicts of interest with anyone within the City of Los Banos.

External Peer Review

Our record of successful Peer Reviews and our Engagement Quality Control Review program serves as evidence of our commitment to meeting the standards of care and performance applicable to our audit practice and demonstrate the extra measures we take to ensure continued successful compliance with our client's expectations about our quality and competence.

Our Quality Control Review included a review of specific governmental engagements. For your consideration, a copy of our most recent Peer Review Report is presented as Exhibit 1 in this proposal. In addition, our firm was recently awarded the AICPA's Certificate of Recognition for demonstrating that we designed and complied with a system of quality control standards established by the AICPA (see Exhibit 2).

Price Paige & Company has never had any disciplinary actions taken nor are any pending with the Federal or State regulatory bodies or professional organizations. In addition, we are pleased to affirm that we have never had an unresolved dispute related to accounting or auditing matters that resulted in disengagements. We work closely with our clients to develop solutions that are consistent with the accounting rules and auditing standards.

We Conduct Peer Reviews

In addition to having successful peer reviews, Price Paige & Company also conducts peer reviews of other accounting firms. Essentially, we "audit" other Auditors to ensure auditing and accounting standards are being met. Being a peer reviewer requires us to understand the technical accounting rules, especially in a government environment. We leverage our experience as technical peer reviewers in our audit engagements so that we can perform effective and efficient audits making it much easier on our clients.

Proactive Rather than Reactive Approach to Client Service

A primary objective of our client engagements is to make positive contributions to our client's profitable operations, organizational efficiency and productivity. We work hard at anticipating problems and ensuring there are no surprises. We are creative and always present alternatives for your evaluation rather than insisting upon the "textbook solution". We use frequent meetings and our management recommendation letters as tools for communication with you.

We strive to maintain a continuous involvement with our clients rather than just an annual one. We ask clients to forward copies of their interim financial statements, we review minutes of meetings throughout the year, and we schedule meetings with clients outside of the normal "audit cycle" to stay abreast of changes that might impact the audit. We find this enables us to help our clients identify and solve problems on a timely basis and keeps us informed about their operations.

Smart Technologies

We use sophisticated data analysis software (IDEA) that allows us to perform specific fraud detection tests on large amounts of data, in some cases, testing 100% of the transaction population. Some of the specific tests we perform include duplicate payment tests, matching of employee and vendor addresses to identify potential conflicts, and review of purchase orders to identify potential bid splitting. We believe that our creative use of this value-added software tool allows us to perform more effective audits and gives our clients increased confidence in their financial reporting. We have successfully implemented this data analysis software and testing at Fresno Unified School District which is the fourth largest school district in the state with a budget in excess of \$800 million dollars.

All of our audit engagements are performed utilizing a paperless and digital approach. Our auditing software allows us to increase our efficiency and provide a streamlined workflow. Documents and files can easily be retrieved and forward them to our clients without the need for copying.

Value Added Services and Support

The role of auditors has evolved over time in response to client's needs. Our firm has made it a practice to be proactive with clients by providing value-added services, all of which are included as part of our audit engagement. Below are some of the value added benefits that we provide to our clients at no additional charge.

Consultation on Accounting Matters

We provide our clients with guidance on technical accounting matters. We encourage our clients to communicate with us regarding any technical accounting matter as it allows us to be proactive in the audit process. If the technical accounting questions are outside the scope of the audit or require significant research, we would communicate with management regarding the appropriate cost for their approval before proceeding with any additional services.

Client Training

We believe it is important to give our clients access to a full range of information to help them stay abreast of current accounting developments and financial reporting issues. As part of our client service program, we will periodically hold client training seminars and summary courses geared towards providing our clients an understanding of relevant issues. Training sessions that have been offered included understanding and mitigating the risk of fraud, reading and understanding governmental financial statements.

Other Services Offered by Our Firm

In addition to financial statement audits we also offer the following services to the government sector: Internal Control Review, Forensic Accounting, Fraud Investigation, Agreed-Upon Procedures, Financial Statement Review, Financial Statement Compilation and preparation of State Controller's Reports.

Additional Confirmations of Understanding

We will provide to City management letters providing reasonable counseling and guidelines with respect to more acceptable and effective methods of accounting.

We will retain working papers for seven years following the completion of the audit.

Price Paige & Company is an equal opportunity employer. All employees are treated on their merits, without regard to race, age, sex, marital status or other factor not applicable to their position. Employees are valued according to how well they perform their duties, and their ability and enthusiasm to maintain the Firm's standards of service.

Price Paige & Company maintains comprehensive General Liability Coverage, as well as Errors and Omissions Insurance with a limit of at least \$3,000,000. All required certificates of insurance will be provided to City's officials should our firm be the successful bidder.

Approach to Communication and Expectations of Our Clients

In order to meet and exceed your expectations, we are diligent about maintaining open communication throughout the entire engagement. In our experience, this results in a more effective engagement. Our approach depends on the timely response and assistance of the City. This cooperation will further ensure our work is completed in an efficient and cost-effective manner.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

We have an outstanding team of professionals who have established themselves as qualified competent individuals. We can assure you that each of our auditors is experienced in governmental auditing, GASB accounting pronouncements and Single Audit requirements. Following is a brief overview of their experience. Detailed experience for each of these professionals is found on pages 6 through 10 of this proposal.

	<u>Years of Auditing/Accounting Experience</u>
Partner: Fausto Hinojosa, CPA, CFE	25
Manager: Josh Giosa, CPA	12
Quality Control Manager: Usman Ilyas, CPA	19
Seniors: Jorge Rodriguez, CPA Candidate	3
Kristin Torres, CPA Candidate	4

Each of these professionals has been the lead auditor/accountant for various governmental, not-for-profit and consulting engagements. They have commendable work ethics and principles, as well as outstanding skills and abilities. Should any of the above members of our audit team become unavailable, we would provide another equally qualified individual from our firm.

In addition to the above-listed professionals, we have other audit staff with several years of governmental audit and accounting experience who may be assigned to your audit.

Continuity of Professional Staff and Succession Planning

Continuity of staff on engagements is as important to us as it is to our clients. Continuity promotes a thorough understanding of your needs and goals, and helps us help you. A smooth auditor transition will be accomplished as follows:

- ♦ **Communication** – We stress transparent communication from the very beginning of the engagement through the audit report delivery. We schedule a planning meeting with your staff to determine expectations, timing, and extent and availability of assistance. We provide a comprehensive PBC list for both interim and year-end fieldwork which includes due dates and responsible parties.
- ♦ **Experience** – Members of our engagement team are experienced auditors, very familiar with the operational, administrative, and accounting and compliance issues related to the municipal sector and the federal single audit in particular.
- ♦ **Quality** – The firm maintains a rigorous quality control review process that includes not only a detailed review by a quality control manager and engagement partner but also an Engagement Quality Control Review (EQCR) as defined by AICPA standards.
- ♦ **Audit Approach** – Our audit approach emphasizes effective up-front planning to identify issues for timely resolution.

RESUME

FAUSTO HINOJOSA

Certified Public Accountant
Certified Fraud Examiner
California License # 66479

Fausto is the Partner in charge of all audit and forensic consulting engagements for Price Paige & Company. His practice is limited to governmental and not-for-profit audit and accounting, fraud investigation and consulting, and litigation support services. Fausto serves as the Managing Partner for the Firm and is responsible for providing strategic leadership. He has worked professionally in the accounting field since graduating from California State University, Fresno in 1990. He became a Certified Public Accountant in 1994 and a shareholder with Price Paige & Company in 1997. He is a Certified Fraud Examiner and has investigated numerous allegations of fraud and has been designated a fraud expert in various legal proceedings.

After more than twenty-five years in the profession, Fausto has developed significant expertise specifically in the areas of audit risk assessment, governmental and not-for-profit auditing, fraud detection and prevention, federal/state grant compliance, and internal controls.

Fausto is the former Chair of the local Government Accounting and Auditing Committee for the California Society of CPA's and currently serves on the state committee. In addition, Fausto is a **reviewer for the Government Finance Officers Association "Certificate of Achievement for Excellence in Financial Reporting" program**. As the former Chair for the State Board of Accountancy Qualifications Committee, Fausto conducted audit workpaper reviews of CPA candidates in order to make licensure recommendations to the Committee.

Fausto is a former Adjunct Professor at Fresno Pacific University where he taught an upper division auditing course. He is a frequent lecturer to the California Society of CPA's and other professional organizations, business and civic groups on governmental and not-for-profit accounting and auditing, preventative fraud measures, and the unique audit requirements for federal award programs under the Single Audit Act.

Professional Organizations and Community Involvement

State Board of Accountancy Qualifications Committee – Past Chair
Fresno Chapter of California Society of CPA's – Past President
Association of Certified Fraud Examiners – Member
American Institute of Certified Public Accountants – Member
Government Accounting and Auditing Committee of the Fresno Chapter – Past Chair
State Government Accounting and Auditing Committee of the California Society of CPA's – Member
Government Finance Officers Association – CAFR Reviewer
Fresno Regional Foundation – Past Audit Committee Chair

RESUME

JOSHUA GIOSA
Certified Public Accountant
California License # 119801

Present Position

Manager

Education and Experience

Joshua began his accounting career at Price Paige & Company in January 2007 after graduating from California State University, Fresno. In June 2005, he received a Bachelor of Science in Business Administration with an option in Accountancy and became a Certified Public Accountant in 2013.

Joshua serves as the audit supervisor for most of the firm's municipalities and has performed and overseen substantial grant compliance work on both federal and state programs. Although his government auditing background dates back to 2007, since 2011 he has worked almost exclusively planning, performing, reviewing and compiling financial statements for municipalities. He has conducted several Single Audits and has prepared numerous municipality State Controller reports. Joshua has extensive knowledge in the implementation of GASB 68. He recently conducted a GASB 68 training course for firm personnel and has also trained and assisted numerous finance directors on GASB 68 implementation and financial statement presentation. His background also includes significant experience auditing not-for-profit entities and 401(k) pension plans. He has expertise in the use of IDEA data analysis software and has used this software to conduct fraud detection procedures as a part of the many municipal audits he supervises.

Community and Affiliations

Joshua is a member of the American Institute of Certified Public Accountants, the California Society of CPAs and the Government Finance Officers Association. He is currently serving on the Board of Directors as the Treasurer for North Fresno Rotary Endowment and Bullard Youth Softball League. He was formerly on the Board of Directors as the Treasurer for Big Brothers Big Sisters of Central California, and Fresno's Rotary Storyland/Playland. Joshua is also an honorary member of the North Fresno Rotary Club.

Continuing Education

Joshua is in compliance with the continuing education requirements of the AICPA and Government Auditing Standards. Recently attended courses include: *Avoiding Problems in Conducting Single Audits; Financial Statement, Tax and Government Fraud; Interpreting the Yellow Book; Intermediate Governmental Accounting; The GASB's Pension Standards Parts II: Considerations for Agent Plans and Participating Employers; Putting to Rest Governmental "Urban Legends"; and the Continued Complexities of Auditing Governmental Pension Plans and Participating Employees.*

RESUME

USMAN ILYAS

Certified Public Accountant
California License # 118422

Present Position

Manager

Education and Experience

Usman began his accounting career after graduating with an accounting degree from the University of Purdue in West Lafayette, Indiana in 1999 and became a Certified Public Accountant in 2006.

Prior to joining Price Paige & Company Usman worked as an accounting and audit consultant with independent CPA firms performing financial and compliance audits for non-profit and governmental entities including the preparation and review of federal tax form 990 for non-profit entities.

Usman has a total of 19 years of experience working with not-for-profit and governmental organizations in the greater Los Angeles area where he served as Audit Manager to more than one large firm. Usman's specific responsibilities include managing financial statement and compliance audits in conformity with Generally Accepted Auditing Standards applicable in the United States of America, providing leadership to audit teams by assigning and delegating multiple audits simultaneously, and developing effective channels of communication with client management ensuring that all aspects of the engagement are completed from the planning process through the drafting, review, and issuance of the financial statements.

He will manage the day-to-day activities and task accomplishments, monitoring progress, and ensure schedule compliance. He will also work to ensure on-going timely communication among all levels of the engagement team and will spend significant time on-site, ensuring the smooth operation of our audit process.

Community and Affiliations

Usman is a member of the American Institute of Certified Public Accountants.

Continuing Education

Usman is in compliance with the continuing education requirements of the AICPA and *Government Auditing Standards*.

RESUME

JORGE RODRIGUEZ
CPA Candidate

Present Position

Senior

Education and Experience

Jorge began his accounting career at Price Paige & Company in early 2016 as an intern while attending California State University, Fresno. In May 2016, he received a Bachelor of Science in Business Administration with an option in Accountancy.

Jorge has been a staff auditor for numerous governmental and not-for-profit audits, which include single audit compliance, State Controller's reports, and preparing financial statements that comply with Yellow Book and required GASB standards. In addition, Jorge has been the in-charge auditor for numerous nonprofit, governmental, and commercial organizations. His background includes governmental, not-for-profit entities which are performed in accordance with GAAP and the Single Audits in accordance with OMB Uniform Guidance 2 CFR 200 Subpart F.

Community and Affiliations

Jorge is a member of the American Institute of Certified Public Accountants and the California Society of CPAs. Jorge plans to sit for the CPA exam in 2019.

Continuing Education

Jorge is in compliance with the continuing education requirements of the AICPA and *Government Auditing Standards*. Recently attended courses include: *AuditWatch University: Level 3, Accounting for Governmental Assets and Liabilities; Common Single Audit Deficiencies; ASU 2016-14 Nonprofit Financial Statements; Accounting Changes and Error Corrections; FASB Updates to Revenue Recognition; Analytical Fraud Detection; GAAS Guide – Planning, and Plan and Execute Audit Engagements.*

RESUME

KRISTIN TORRES CPA Candidate

Present Position

Senior

Education and Experience

Kristin began her accounting career after receiving a Bachelor of Science in Business Administration with an option in Accountancy and graduating from California State University, Fresno.

Kristin was hired in December 2014 and has provided invaluable assistance on numerous not-for-profit and governmental audits, which include single audit compliance, State Controller's reports, and preparing financial statements that comply with Yellow Book and required GASB standards. Since joining our audit team, she has been the in-charge auditor for various audit projects for childcare and development audits that comply with California Department of Education (CDE) regulations. Her background includes governmental and not-for-profit entities which are performed in accordance with GAAP and the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and OMB Uniform Guidance 2 CFR 200 Subpart F.

Community and Affiliations

Kristin has passed two exams and plans on completing her exams in 2019. She is a member of the California Society of CPAs and Chairperson of the Fresno Chapter of the California Society of CPAs Young and Emerging Professionals Committee.

Continuing Education

Kristin is maintaining continuing professional education requirements to meet current standards of the General Accounting Office of the United States of America. Continuing professional education courses and seminars recently attended include: *Background and Overview of SLG Accounting, Part 1A; Audit Watch University Level 3, In - Charge; Companion to PPC's Guide to Audits of Local Governments – Course 1- Audit Programs, Fundamental Audit Strategies, Performing Effective and Efficient Single Audits, Everything You Wanted to Know About Generally Accepted Government Auditing Standards (GAGAS) for Financial Audits, Basic Concepts of Governmental Accounting, Financial Reporting and Auditing, and Staff Training for Accounting and Auditing with Excel, Functional Expenditures and Cash Flows and Net Assets and Endowments.*

SIMILAR ENGAGEMENTS WITH OTHER GOVERNMENT ENTITIES

After evaluating our relevant experience, we are certain you will agree that Price Paige and Company is qualified to serve you. We have been successfully performing audit engagements since 1976. Since then, we have continued to build on our reputation as a well-respected firm throughout the State of California, with the qualifications and experience necessary to provide unequalled performance. Following is a list of some of our audit clients and our primary contact for each:

Reference Name: City of Chowchilla
Contact: Rod Pruet, CPA, Finance Director
Address: 130 S. Second Street, Chowchilla, CA 93610
Phone: (559) 665-8615
Email: rpruett@ci.chowchilla.ca.us
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2009 through present

Reference Name: City of Farmersville
Contact: Steve Huntley, Finance Director
Address: 909 W. Visalia Road, Farmersville, CA 93223
Phone: (559) 747-0458
Email: shuntley@cityoffarmersville-ca.gov
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Dates: June 30, 2002 through present

Reference Name: City of Madera
Contact: Tim Przybyla, CPA, Director of Financial Services
Address: 205 West 4th Street, Madera, CA 93637
Phone: (559) 661-5454
Email: tprzybyla@cityofmadera.com
Service Provided: Financial Statement Audit (Single Audit/Uniform Guidance)
Staff Hours: 700
Dates: June 30, 2013 through present

Reference Name: City of Mendota
Contact: Rudy Marquez, Finance Director
Address: 643 Quince Street, Mendota CA, 93640
Phone: (559) 266-6456
Email: rudy@cityofmendota.com
Service Provided: Financial Statement Audit (Yellow Book)
Dates: June 30, 2009 through present

Reference Name: City of Ripon
Contact: Lisa Roos, City Clerk/Finance Director
Address: 259 N. Wilma Avenue, Ripon CA, 95366
Phone: (209) 599-2108
Email: lroos@cityofripon.org
Service Provided: Financial Statement Audit (Single Audit/OCBOA)
Dates: June 30, 2015 through present

Additional municipal clients for whom we have been performing audits, not listed above, include: County of Alpine, County of Lassen, County of Mono, City of Los Banos, City of Coalinga, City of Corcoran, City of Kingsburg, City of Lemoore, City of California City, City of Orange Cove, and City of Oxnard.

SCOPE OF SERVICES

As our experience indicates, we clearly understand the scope of services to be provided. You can be assured that we will design a specific service approach to ensure compliance with all applicable standards and ensure that the City receives high quality, efficient and effective service.

Standards to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- * Generally Accepted Auditing Standards (AICPA)
- * *Government Auditing Standards* (U.S. Comptroller General)
- * Provisions of the Single Audit Act Amendments of 1996 (Single Audit)
- * OMB Uniform Guidance Title 2 U.S. Code of Federal Regulations Part 200
- * All other applicable federal, state and local laws and regulations

Services to be Performed

The following services will be provided for each respective year.

1. We will audit the books and records of the City and issue a report on the fair presentation of the annual financial statements in conformity with accounting principles generally accepted in the United States of America. We will assist City staff in the overall implementation of the applicable GASB statements.

We will prepare the City of Los Banos' comprehensive annual financial report for submission to the Government Finance Officers Association (GFOA) for review of its Certificate of Achievement for Excellence in Financial Reporting. As a GFOA CAFR Reviewer, Mr. Hinojosa has extensive and intimate knowledge of the programs requirements and will be a valuable resource to the City.

2. We will provide an "in-relation-to" report on the combining and individual fund and supporting schedules based on auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statements and schedules.
3. We will issue a single audit report on compliance with requirements that could have a direct and material effect on each major program and internal control over compliance in accordance with OMB Uniform Guidance 2 CFR Part 200. We will also prepare the related Data Collection Forms for Reporting on Audits of States, Local Governments and Non-Profit Organizations (Form SF-SAC).

We will issue an "in-relation-to" report on the schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.

4. We will conduct a financial and compliance audit of the books and records of the Abandoned Vehicle Abatement Program (every other year) and issue our report to the City.
5. We will perform the required Agreed-Upon Procedures pertaining to the City's GANN Limit (Article XIII B annual review of appropriations limit calculations) and annually issue our report to the City regarding compliance.
6. We may provide management letters that would include findings observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems compliance with laws, rules and regulations, or any other matters that may come to our attention during the course of the examination.

AUDIT APPROACH

Planning and Interim Fieldwork (July/August 2019)

Our preliminary audit procedures will consist of the following:

- Communicate with the predecessor audit firm and review prior year work papers.
- Provide a list of all audit schedules to be prepared by the City
- Provide a detailed audit plan for the City.
- Internal Controls:
 - Read the City's policy and procedure manuals to obtain a general understanding of internal control systems for all significant transaction classes, account balances, financial close process and financial statement preparation process. Perform necessary follow-up inquiries to obtain specific understanding of control procedures in place.
 - Perform walk-throughs of key controls to evaluate whether they are properly designed and have been placed in operation. Walk-through procedures include inquiries, inspection of documents, re-performance and observation.
 - Systems typically tested include: payroll; disbursements/accounts payable; revenues/receipts; capital asset additions/dispositions and depreciation; long-term debt; equity; general ledger closing process.
- Perform a computer control evaluation.
- Perform preliminary analytical review of account balances.
- Use sophisticated data analysis software (IDEA) to efficiently identify anomalies and unusual transactions for further review.
- Read minutes, contracts, contract agreements and investment policies to identify significant compliance requirements.
- Verify major and nonmajor federal and state program compliance requirements, as well as contract requirements based on OMB's Compliance Supplement, grants, and contracts.
- Prepare risk-based tailored audit programs and a client assistance package.
- Make specific inquiries of management and other personnel regarding fraud.
- Perform tests of controls for significant accounting systems (sample sizes will vary based on assessed risks).
- Perform tests of compliance with laws and regulations (sample sizes will vary based on assessed risks).

Fieldwork – Year-End (October 2019)

Based on the results of our planning and risk assessment procedures, we will focus our audit efforts in those areas where the risk of material error or fraud is greatest. Our approach is to identify the most effective and efficient procedures based on inherent and control risk. These procedures may include any of the following for the various account balances and transaction cycles:

- Analytical procedures: if used as the principal substantive test of a significant financial statement assertion, we will document –
 - the expectation and the factors considered in its development.
 - the results of the comparison between the expectation and recorded amounts.
 - any additional procedures performed in response to significant unexpected differences and the results of those procedures.

- ♦ Tests of details -
 - Test significant journal entries for propriety and authorization.
 - Trace significant operating, capital and debt service expenditures to source documents.
 - Vouch asset balances to detailed records and schedules.
 - Test individual debt transactions for propriety and proper presentation and disclosure in the financial statements.
 - Perform compliance tests related to grant restrictions.
 - Confirm balances with third parties, including banks and/or other lenders.
 - Trace cash receipts to supporting documents including bank statements.
 - Test both the methodology and the accounting for indirect cost allocations, if applicable.
 - Respond to specific fraud risks identified with further substantive tests of details or analytical procedures.
 - Perform observation procedures for significant fixed asset additions.
 - Perform a search for unrecorded liabilities.
 - Propose adjusting journal entries as necessary and provide to the City's finance staff.

Reporting (December 2019)

During the reporting phase, we will:

- ♦ Perform and document final analytical procedures on the financial statements.
- ♦ Draft financial statements and supplemental schedules in accordance with GAAP and review with finance staff.
- ♦ Complete detailed GFOA Certificate of Achievement Checklist to ensure the City's financial statements meet program requirements.
- ♦ Obtain required representations from management and legal counsel.
- ♦ Discuss internal control and program compliance observations and recommendations.
- ♦ Conduct exit conference with the City's finance manager to review financial statements and review findings.
- ♦ Resolve all outstanding issues.
- ♦ Issue the financial statements, single audit reports, and other requested reports approximately December 30, 2018, and December 15 each year thereafter.
- ♦ In-person presentation of the final audit report at a regular meeting of the City Council if requested.

SINGLE AUDIT APPROACH

Our Firm's approach to the Single Audit requirements, as specified in the Single Audit Act and OMB Uniform Guidance 2 CFR 200 Subpart F, are as follows:

Objectives

The objectives of the Single Audit are to determine the following:

- the financial statements of the reporting entity are presented in accordance with GAAP.
- the reporting entities internal control systems provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations.
- the reporting entity has complied with laws and regulations that have a material effect on the financial statements and on each major Federal assistance program.

Procedures

- Identify major and non-major programs and assess inherent and control risks.
- Perform substantive tests of compliance and tests of internal control over compliance for all major programs as required by the OMB Uniform Guidance 2 CFR 200 Subpart F.
- Sample sizes will adhere to the guidance found in the sampling chapter of the, "AICPA Audit Guide, *Government Auditing Standards* and Uniform Guidance Audits"

Reports

The following reports relating to Federal assistance programs will be issued:

- Report on supplementary Schedule of Expenditures of Federal Awards. The schedule presents total expenditures for each program.
- Report on internal controls used in administering Federal financial assistance programs.
- Report on compliance with laws and regulations, identifying all findings of noncompliance and questioned costs, and expressing an opinion and other assurances on compliance.
- Report on fraud, abuse, or illegal acts, or indications of such acts, if discovered.

EXHIBIT 1

PEER REVIEW REPORT

McGILLOWAY, RAY, BROWN & KAUFMAN

Accountants & Consultants

2511 Garden Road, Suite A180
Monterey, CA 93940-5301
831-373-3337
Fax 831-373-3437

379 West Market Street
Salinas, CA 93901
831-424-2737
Fax 831-424-7936

System Review Report

July 31, 2015

To the Partners of Price, Paige & Company A C
and the Peer Review Committee of the California Society of CPAs.

We have reviewed the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and an audit of an employee benefit plan.

In our opinion, the system of quality control for the accounting and auditing practice of Price, Paige & Company A C in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Price, Paige & Company A C has received a peer review rating of *pass*.



McGilloway, Ray, Brown & Kaufman

*Daniel M. McGilloway, Jr., CPA, CVA, Gerald C. Ray, CPA, Clyde W. Brown, CPA, Patricia M. Kaufman, CPA,
Larry W. Rollins, CPA*

*Sarita C. Shamon, CPA, Whitney Ernest, CPA, Devyn MacBeth, CPA,
Jesus Montemayor, CPA, Smriti Shrestha, CPA, Wei Ding, CPA*

EXHIBIT 2

AICPA CERTIFICATE OF RECOGNITION

AICPA[®]

**American Institute of
Certified Public Accountants**

Private Companies Practice Section (PCPS) is proud to present this

Certificate of Recognition to

Price Paige & Company AC

For demonstrating that your firm designed and complied with a system of the quality control standards established by the AICPA during the period 05/01/2014 to 04/30/2015.



Joel C. Olbricht
Joel C. Olbricht, CPA, CGMA, Chair
PCPS Executive Committee

ORIGINAL

**PROPOSAL FOR
PROFESSIONAL AUDIT SERVICES
(SEALED DOLLAR COST PROPOSAL)**

**FOR
CITY OF LOS BANOS
CALIFORNIA**



**FOR THE YEARS ENDING
JUNE 30, 2019 THROUGH 2021**

Submitted
January 8, 2019

by

Fausto Hinojosa, CPA, CFE

Price, Paige & Company
Accountancy Corporation
677 Scott Avenue
Clovis, California 93612
Phone: 559-299-9540
Fax: 559-299-2344
Email: fausto@ppcpas.com
Website: www.ppcpas.com



January 8, 2019

Ms. Sonya Williams
Finance Director
City of Los Banos
520 J Street
Los Banos, California 93635

Dear Ms. Williams:

Re: Proposal of Fees for Professional Services

Price, Paige & Company Accountancy Corporation is pleased to present our cost proposal to the City of Los Banos, California for the fiscal years ending June 30, 2019 through 2021.

This proposal is based on the current audit scope, and is made with the assumption that the City's books and records will be in a reasonably balanced condition and reconciled at the start of the audit and that the representations made to us during this proposal process will remain effective throughout our engagement. Our fees are based on the assumption that the single audit will include no more than one major program, in accordance with the Uniform Guidance. If there is more than one major program, the fee is \$3,995 per additional program.

In the event disclosures related to the scope of the engagement indicate extraordinary circumstances, which warrant more intensive and detailed services, we will provide all pertinent facts relative to the extraordinary circumstances, together with our fee basis for such additional services. This will be set forth in an addendum to the contract between the City of Los Banos and our firm.

I represent the firm of Price, Paige & Company in submitting this proposal and I am authorized to sign the contract with the City of Los Banos, California.

Sincerely,

Fausto Hinojosa, CPA, CFE
Principal/Shareholder
Price, Paige & Company

677 Scott Avenue
Clovis, CA 93612

tel 559.299.9540
fax 559.299.2344

**CITY OF LOS BANOS
CALIFORNIA**

AUDIT WORK COST PROPOSAL FORM

SERVICES	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
City Audit and Related Reports	\$ 44,000	\$ 44,000	\$ 45,320	\$ 45,320	\$ 46,680
GANN Limit Review Reports	765	765	788	788	812
Single Audit and Related Reports (One Major Program)	5,200	5,200	5,356	5,356	5,517
Abandoned Vehicle Abatement (AVA) Report	-	1,100	-	1,133	-
GASB 68 - Pension Reporting (Optional)	1,800	1,800	1,854	1,854	1,910
GASB 75 - OPEB Reporting (Optional)	<u>1,800</u>	<u>1,800</u>	<u>1,854</u>	<u>1,854</u>	<u>1,910</u>
Total for Fiscal Year (not to exceed)	<u>\$ 53,565</u>	<u>\$ 54,665</u>	<u>\$ 55,172</u>	<u>\$ 56,305</u>	<u>\$ 56,827</u>

**CITY OF LOS BANOS
CALIFORNIA**

ESTIMATE OF COST

Name of Firm: Price Paige and Company

Address: 677 Scott Avenue

Clovis, California 93612

Contact Name: Fausto Hinojosa, CPA, CFE

Contact Phone #: (559) 299 - 9540

Fax #: (559) 299 - 2344

Contact Email: fausto@ppcpas.com

Auditors' Standard Hourly Billing Rates

<u>POSITION</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Partner	275	275	283	283	291
Manager	170	170	175	175	180
Senior Staff	135	135	139	139	143
Staff	110	110	113	113	116
Support Staff	70	70	72	72	74

**PROFESSIONAL SERVICES AGREEMENT
FOR AUDIT SERVICES
[Price, Paige & Company Accountancy Corporation]**

THIS AGREEMENT is made and entered into this 21st day of March 2019, by and between the City of Los Banos, a California municipal corporation (herein referred to as "City") and Price, Paige & Company Accountancy Corporation, a California corporation (herein referred to as "Consultant or Auditor").

RECITALS

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

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

C. WHEREAS, City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement;

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

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. **The Contract Documents.** The complete Contract consists of the following documents: This Professional Services Agreement and attached Exhibits; the City's Request for Proposals for Professional Auditing Services dated November 26, 2018 Auditor's Proposal for Professional Audit Services dated January 8, 2019. These documents are all incorporated by reference. The documents comprising the complete contract are collectively referred to as the Contract Documents. Any and all obligations of the City and the Auditor are fully set forth and described therein. All of the above documents are intended to cooperate so that any work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all documents. In the event of any conflict between the printed provisions of this Contract and those of the City's Request for Proposal and Auditor's Proposal for Professional Audit Services, the provisions of this Contract shall prevail.

2. **Term.** The term of this Agreement shall commence on March 21, 2019 and shall terminate upon completion of audit services for fiscal years ending June 30, 2019 through June 30, 2021, as set forth in **Exhibit A**, unless terminated earlier as set forth herein. The term of this agreement may be extended, on the same terms and conditions as set forth herein, to include audit services for fiscal years ending June 30, 2022 and June 30, 2023, at the option of the City upon written notice to Consultant from the City on or before December 1, 2021.

3. **Scope of Services.** Consultant shall provide the professional services described in **Exhibit A** attached hereto and incorporated herein by this reference and as set forth in Auditor's Proposal of Professional Audit Services dated January 8, 2019 attached hereto as **Exhibit B** and incorporated herein by this reference.

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

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

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

4. **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 in accordance with the time requirements set forth in **Exhibit C** attached hereto and incorporated herein by this reference. The failure by Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by the City.

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

5. **Compensation.** City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section and the Pricing Proposal submitted by Consultant attached hereto as **Exhibit D** and incorporated herein by reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub Auditor fees, shall not exceed the annual amounts set forth in the Audit Work Cost Proposal Form set forth in **Exhibit D** unless authorized in writing by the City and approved by the City Council.

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

5.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Schedule of charges set forth in the Proposal attached hereto as **Exhibit D** and incorporated herein by reference.

5.3 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, "Additional Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Billing Rates as set forth in **Exhibit D** and on the terms set forth in this Article 4.

6. **Contract Administration.** The Finance Director shall have the authority to act for City under this Agreement. The Finance Director or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall have the authority to act for Consultant under this Agreement.

7. **Indemnification.** When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Sub consultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Sub consultants) and the City in the performance of professional services under this agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant

is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

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

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

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

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

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

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii. Automobile Liability Coverage. Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of three million dollars (\$3,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

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

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

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

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

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

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

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

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

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

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

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

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs,

files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process.

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

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

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

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

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

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

16. **Compliance with Laws, Rules, Regulations.** Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California

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

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

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

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

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

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

To City:
City of Los Banos
Sonya Williams, Finance Director
520 J Street
Los Banos, California 93635

To Consultant:
Price, Paige & Company Accountancy Corporation
Fausto Hinojosa
677 Scott Avenue
Clovis, CA 93612

Nothing hereinabove shall prevent either City or Consultant from personally delivering any such

notices to the other.

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

23. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

[SIGNATURES BEGIN ON NEXT PAGE]

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

**PRICE, PAIGE & COMPANY
ACCOUNTANCY CORPORATION,
a California corporation**

Date: _____, 20__

by: **Fausto Hinojosa, Managing Partner**

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

Date: _____, 20__

by: **Alex Terrazas, City Manager**

**ATTEST:
CITY CLERK**

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

**William A. Vaughn
City Attorney**

EXHIBIT A

I. NATURE OF SERVICES REQUIRED

A. Scope of the Work to be Performed

The City of Los Banos desires a Comprehensive Annual Financial Report (CAFR) and its component unit financial statements for the City of Los Banos to be prepared by the independent auditor and be fully compliant for GASB 34 for the fiscal year ended June 30, 2019 and each of the subsequent years, June 30, 2020 and 2021 of the audit firm's contract with the City. The City will be planning to submit the CAFR to the California Society of Municipal Finance Officers (CSMFO) for review in their Certificate of Award for Outstanding Financial Reporting program or to the Government Finance Officers Association (GFOA) for review in their Certificate of Achievement for Excellence in Financial Reporting program.

The selected independent auditor will be required to perform the following tasks.

- The audit firm will perform an audit of all funds of the City of Los Banos. The audit will be conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*, issued by the Comptroller of the United States. **The City's Comprehensive Annual Financial Report (CAFR) will be prepared and word processed by the audit firm.** The CAFR will be in full compliance with GASB 34. The audit firm will render their auditors' report on the basic financial statements which will include both Government-Wide Financial Statements and Fund Financial Statements. The audit firm will also apply limited audit procedures to Management's Discussion and Analysis (MD&A) and required supplementary information pertaining to the General Fund and each major fund of the City.
- The audit firm will perform a single audit on the expenditures of federal grants in accordance with OMB Circular A-133 and render the appropriate audit reports on Internal Control over Financial Reporting based upon the audit of the City's financial statements in accordance with *Government Auditing Standards* and the appropriate reports on compliance with Requirements Applicable to each Major Program, Internal Control over Compliance and on the Schedule of Expenditures of Federal Awards in Accordance with OMB Circular A-133. The single audit report will include appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
- The City receives funding under the Abandoned Vehicle Abatement Program, which requires a financial and compliance audit (every other year). Auditor will perform tests of compliance, prepare, and publish an audit report
- The audit firm shall perform agreed-upon auditing procedures pertaining to the City's GANN Limit (Appropriations Limit) and render a letter annually to the City regarding compliance.
- The audit firm shall issue a separate "management letter" that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions. Management letters shall be addressed to the City Mayor.

B. Auditing Standards to be Followed

To meet the requirements of this Request for Proposals, the audit shall be performed in accordance with:

EXHIBIT A

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants;
- The standards applicable to financial audits contained in *Government Auditing Standards* (2003 Revision), issued by the Comptroller General of the United States;
- The provisions of the Single Audit Act as amended in 1996; and
- The provisions of U. S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments and Non-Profit Organizations*.

C. Working Paper Retention

All working papers and reports must be retained at the auditor's expense for a minimum of seven (7) years, unless the firm is notified in writing by the City of Los Banos of the need to extend the retention period. The auditor will be required to make working papers available to the City of Los Banos or any government agencies included in the audit of federal grants. In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

D. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: City Manager; City Attorney; and the Finance Director.

II. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Finance Department and Clerical Assistance

The Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. Sonya Williams, Finance Director, will be responsible for acting as the liaison between the audit firm and the accounting personnel.

B. Work Area, Telephone, and Office Equipment

The City will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to a telephone, copy machine, fax machines and wifi connection.

C. Report Preparation

Report preparation, editing, printing, binding shall be the responsibility of the auditor.

- Comprehensive Annual Financial Report (10)
- Single Audit Report (10)
- Abandoned Vehicle Abatement Program Report (4)

EXHIBIT B

SCOPE OF SERVICES

As our experience indicates, we clearly understand the scope of services to be provided. You can be assured that we will design a specific service approach to ensure compliance with all applicable standards and ensure that the City receives high quality, efficient and effective service.

Standards to be Followed

The financial and compliance audits will be performed in accordance with the following auditing standards:

- ♦ Generally Accepted Auditing Standards (AICPA)
- ♦ *Government Auditing Standards* (U.S. Comptroller General)
- ♦ Provisions of the Single Audit Act Amendments of 1996 (Single Audit)
- ♦ OMB Uniform Guidance Title 2 U.S. Code of Federal Regulations Part 200
- ♦ All other applicable federal, state and local laws and regulations

Services to be Performed

The following services will be provided for each respective year.

1. We will audit the books and records of the City and issue a report on the fair presentation of the annual financial statements in conformity with accounting principles generally accepted in the United States of America. We will assist City staff in the overall implementation of the applicable GASB statements.

We will prepare the City of Los Banos' comprehensive annual financial report for submission to the Government Finance Officers Association (GFOA) for review of its Certificate of Achievement for Excellence in Financial Reporting. As a GFOA CAFR Reviewer, Mr. Hinojosa has extensive and intimate knowledge of the programs requirements and will be a valuable resource to the City.

2. We will provide an "in-relation-to" report on the combining and individual fund and supporting schedules based on auditing procedures applied during the audit of the general purpose financial statements and the combining and individual fund financial statements and schedules.
3. We will issue a single audit report on compliance with requirements that could have a direct and material effect on each major program and internal control over compliance in accordance with OMB Uniform Guidance 2 CFR Part 200. We will also prepare the related Data Collection Forms for Reporting on Audits of States, Local Governments and Non-Profit Organizations (Form SF-SAC).

We will issue an "in-relation-to" report on the schedule of expenditures of federal awards based on the auditing procedures applied during the audit of the financial statements.

4. We will conduct a financial and compliance audit of the books and records of the Abandoned Vehicle Abatement Program (every other year) and issue our report to the City.
5. We will perform the required Agreed-Upon Procedures pertaining to the City's GANN Limit (Article XIII B annual review of appropriations limit calculations) and annually issue our report to the City regarding compliance.
6. We may provide management letters that would include findings observations, opinions, comments and/or recommendations with regard to systems of internal control, accounting systems compliance with laws, rules and regulations, or any other matters that may come to our attention during the course of the examination.

EXHIBIT B

AUDIT APPROACH

Planning and Interim Fieldwork (July/August 2019)

Our preliminary audit procedures will consist of the following:

- ◆ Communicate with the predecessor audit firm and review prior year work papers.
- ◆ Provide a list of all audit schedules to be prepared by the City.
- ◆ Provide a detailed audit plan for the City.
- ◆ Internal Controls:
 - Read the City's policy and procedure manuals to obtain a general understanding of internal control systems for all significant transaction classes, account balances, financial close process and financial statement preparation process. Perform necessary follow-up inquiries to obtain specific understanding of control procedures in place.
 - Perform walk-throughs of key controls to evaluate whether they are properly designed and have been placed in operation. Walk-through procedures include inquiries, inspection of documents, re-performance and observation.
 - Systems typically tested include: payroll; disbursements/accounts payable; revenues/receipts; capital asset additions/dispositions and depreciation; long-term debt; equity; general ledger closing process.
- ◆ Perform a computer control evaluation.
- ◆ Perform preliminary analytical review of account balances.
- ◆ Use sophisticated data analysis software (IDEA) to efficiently identify anomalies and unusual transactions for further review.
- ◆ Read minutes, contracts, contract agreements and investment policies to identify significant compliance requirements.
- ◆ Verify major and nonmajor federal and state program compliance requirements, as well as contract requirements based on OMB's Compliance Supplement, grants, and contracts.
- ◆ Prepare risk-based tailored audit programs and a client assistance package.
- ◆ Make specific inquiries of management and other personnel regarding fraud.
- ◆ Perform tests of controls for significant accounting systems (sample sizes will vary based on assessed risks).
- ◆ Perform tests of compliance with laws and regulations (sample sizes will vary based on assessed risks).

Fieldwork – Year-End (October 2019)

Based on the results of our planning and risk assessment procedures, we will focus our audit efforts in those areas where the risk of material error or fraud is greatest. Our approach is to identify the most effective and efficient procedures based on inherent and control risk. These procedures may include any of the following for the various account balances and transaction cycles:

- ◆ Analytical procedures: if used as the principal substantive test of a significant financial statement assertion, we will document –
 - the expectation and the factors considered in its development.
 - the results of the comparison between the expectation and recorded amounts.
 - any additional procedures performed in response to significant unexpected differences and the results of those procedures.

EXHIBIT B

- ♦ Tests of details -
 - Test significant journal entries for propriety and authorization.
 - Trace significant operating, capital and debt service expenditures to source documents.
 - Vouch asset balances to detailed records and schedules.
 - Test individual debt transactions for propriety and proper presentation and disclosure in the financial statements.
 - Perform compliance tests related to grant restrictions.
 - Confirm balances with third parties, including banks and/or other lenders.
 - Trace cash receipts to supporting documents including bank statements.
 - Test both the methodology and the accounting for indirect cost allocations, if applicable.
 - Respond to specific fraud risks identified with further substantive tests of details or analytical procedures.
 - Perform observation procedures for significant fixed asset additions.
 - Perform a search for unrecorded liabilities.
 - Propose adjusting journal entries as necessary and provide to the City's finance staff.

Reporting (December 2019)

During the reporting phase, we will:

- ♦ Perform and document final analytical procedures on the financial statements.
- ♦ Draft financial statements and supplemental schedules in accordance with GAAP and review with finance staff.
- ♦ Complete detailed GFOA Certificate of Achievement Checklist to ensure the City's financial statements meet program requirements.
- ♦ Obtain required representations from management and legal counsel.
- ♦ Discuss internal control and program compliance observations and recommendations.
- ♦ Conduct exit conference with the City's finance manager to review financial statements and review findings.
- ♦ Resolve all outstanding issues.
- ♦ Issue the financial statements, single audit reports, and other requested reports approximately December 30, 2018, and December 15 each year thereafter.
- ♦ In-person presentation of the final audit report at a regular meeting of the City Council if requested.

EXHIBIT B

SINGLE AUDIT APPROACH

Our Firm's approach to the Single Audit requirements, as specified in the Single Audit Act and OMB Uniform Guidance 2 CFR 200 Subpart F, are as follows:

Objectives

The objectives of the Single Audit are to determine the following:

- ♦ the financial statements of the reporting entity are presented in accordance with GAAP.
- ♦ the reporting entities internal control systems provide reasonable assurance that it is managing Federal financial assistance programs in compliance with applicable laws and regulations.
- ♦ the reporting entity has complied with laws and regulations that have a material effect on the financial statements and on each major Federal assistance program.

Procedures

- ♦ Identify major and non-major programs and assess inherent and control risks.
- ♦ Perform substantive tests of compliance and tests of internal control over compliance for all major programs as required by the OMB Uniform Guidance 2 CFR 200 Subpart F.
- ♦ Sample sizes will adhere to the guidance found in the sampling chapter of the, "AICPA Audit Guide, *Government Auditing Standards* and Uniform Guidance Audits".

Reports

The following reports relating to Federal assistance programs will be issued:

- ♦ Report on supplementary Schedule of Expenditures of Federal Awards. The schedule presents total expenditures for each program.
- ♦ Report on internal controls used in administering Federal financial assistance programs.
- ♦ Report on compliance with laws and regulations, identifying all findings of noncompliance and questioned costs, and expressing an opinion and other assurances on compliance.
- ♦ Report on fraud, abuse, or illegal acts, or indications of such acts, if discovered.

EXHIBIT C

A. Date Audit may commence

Audit planning, including all necessary planning for GASB 34, documentation of systems of internal control and compliance and transaction testing should be completed during interim stage. It is expected the City will close its books the 15th of September and be ready for the final audit by the end of October.

B. Date Reports are due

The auditor shall provide all drafts and recommendations for improvements to the Finance Director within a reasonable time period after the last day of fieldwork. The auditor should be available for any meetings that may be necessary to discuss the draft audit reports. Once all issues of discussion are resolved, the completed CAFR, component unit financial statements, Single Audit report and other reports shall be delivered to the Finance Director. It is anticipated that this process will be completed and the final products to be delivered by December 15th.

EXHIBIT D

CITY OF LOS BANOS CALIFORNIA

AUDIT WORK COST PROPOSAL FORM

SERVICES	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
City Audit and Related Reports	\$ 44,000	\$ 44,000	\$ 45,320	\$ 45,320	\$ 46,680
GANN Limit Review Reports	765	765	788	788	812
Single Audit and Related Reports (One Major Program)	5,200	5,200	5,356	5,356	5,517
Abandoned Vehicle Abatement (AVA) Report	-	1,100	-	1,133	-
GASB 68 - Pension Reporting (Optional)	1,800	1,800	1,854	1,854	1,910
GASB 75 - OPEB Reporting (Optional)	<u>1,800</u>	<u>1,800</u>	<u>1,854</u>	<u>1,854</u>	<u>1,910</u>
Total for Fiscal Year (not to exceed)	\$ 53,565	\$ 54,665	\$ 55,172	\$ 56,305	\$ 56,827

EXHIBIT D

CITY OF LOS BANOS CALIFORNIA

ESTIMATE OF COST

Name of Firm: Price Paige and Company

Address: 677 Scott Avenue

Clovis, California 93612

Contact Name: Fausto Hinojosa, CPA, CFE

Contact Phone #: (559) 299 - 9540

Fax #: (559) 299 - 2344

Contact Email: fausto@ppcpas.com

Auditors' Standard Hourly Billing Rates

<u>POSITION</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FY 2022</u>	<u>FY 2023</u>
Partner	275	275	283	283	291
Manager	170	170	175	175	180
Senior Staff	135	135	139	139	143
Staff	110	110	113	113	116
Support Staff	70	70	72	72	74



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: March 20, 2019

TYPE OF REPORT: Consent Agenda

SUBJECT: Accepting the G Street Waterline Project as complete and authorizing the Filing of a Notice of Completion with the Merced County Recorder

Recommendation:

That the City Council adopts the Resolution accepting the G Street Waterline construction project as completed; authorizes the City Manager to file the "Notice of Completion" with the Merced County Recorder; and authorizes the Public Works Director/City Engineer to release the five (5) percent retention after the thirty-five (35) day period from the date of filing the Notice of Completion with the County Recorder.

Background:

The City of Los Banos adopted the Amended Water Distribution System Master Plan in 2010. One of the planned infrastructure improvements was the replacement of a current 6 inch water line with an 8 inch waterline on G Street, from Seventh Street to Mercey Springs Road. The project was designed to increase required fire flows and meet the necessary water supply criteria in the area.

Discussion:

The Engineering Division of the Public Works Department initiated a construction contract for the G Street Waterline Project. Plans and specifications were designed by Gouveia Engineering, Inc. The scope of work included furnishing and installing approximately 3,153 linear feet of 8-inch waterline, installing 20 water valves, transferring 18 water services, replacing 3 fire hydrants, and constructing pavement repairs on G Street, from Seventh Street to Mercey Springs Road.

The project was publicly advertised. Bids were opened for this project on Tuesday, July 10, 2018. The City Council awarded the construction contract on August 1, 2018 to Rolfe Construction Company of Atwater for the amount of \$489,039.00 with a 20% contingency of \$97,000.00. The Engineering Division performed the construction management for the project. There were two Change Orders with this project. Change Order #1 consisted of an increase in 25 work days, at the request of the contractor. Change Order #2 involved an increase in gutter repair and a hot tap in the amount of \$5,800.00 and a deduction of aggregate concrete in the amount of (\$2,000) for a total contract increase, as per this change order of \$3,800.00, with an additional 7 working days added due to weather. The total construction cost for this project was \$492,839.00. This represents the original bid, plus the two Change Orders. The Change Order percentage is less than 1% of the original bid amount.

Fiscal Impact:

Funds for this project have been allocated in the 2018-2019 Fiscal Year budget within Water Fund 501-461-100-739.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
2018-2019 Fiscal Budget Sheet
Notice of Completion
Site Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ACCEPTING THE G
STREET WATERLINE PROJECT AS COMPLETE
AND AUTHORIZING THE FILING OF A NOTICE
OF COMPLETION WITH THE MERCED COUNTY
RECORDER**

WHEREAS, on July 10, 2018 the City of Los Banos received competitive bids for the construction of the G Street Waterline Project; and

WHEREAS, on August 1, 2018 the City Council awarded the Construction Contract to Rolfe Construction Company for the construction of the G Street Waterline Project; and

WHEREAS, the Public Works Director/City Engineer has determined, upon inspection, that all work has been completed in compliance with the plans and specifications, and in accordance with the approved contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the G Street Waterline Project as complete; authorize the City Manager to file a Notice of Completion with the Merced County Recorder within ten (10) days after acceptance; and authorize the Public Works Director/City Engineer to release the five (5) percent retention held in escrow after the thirty-five (35) days from the date of filing the Notice of Completion.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 20th day of March 2019, 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
Water
2018-2019

Account Number	Description	2015-2016 Actual	2016-2017 Actual	2017-2018 Estimated	2018-2019 Adopted
501-461-100-737	Meters	47,872	158,662	100,000	130,000
501-461-100-738	Wells	59,893	48,158	5,000	0
* 501-461-100-739	Water Master Plan Improve	691,666	387,435	382,000	1,531,000 *
501-461-100-750	Vehicles	0	40,061	77,908	110,000
501-461-100-752	Communication Equipment	0	1,133	0	3,862
501-461-100-753	Specialized Equipment	0	0	130,168	265,000
501-461-100-770	Computer Equipment	0	407	0	0
	Capital Outlay	842,743	635,856	695,076	2,039,862
501-495-100-900	Contingency	0	0	0	100,000
	Contingency	0	0	0	100,000
	Total Water	\$3,363,036	\$3,352,355	\$3,574,692	\$5,293,933

Water (continued)

267-GENERAL MATERIALS & SUPPLIES: Materials and supplies utilized by Operations personnel for the general water distribution materials and supplies including pipes, valves, fittings, service lines, meters, meter boxes, etc. Water production materials and supplies including chemicals (fluoride and chlorine), field water quality analysis supplies, materials used at the City laboratory for water quality analysis, and repair parts for pumps and electric motors for the wells & chemical feed equipment. Asphalt repair following repair of underground distribution facilities.

273-SPECIAL DEPARTMENTAL EXPENSES: For miscellaneous safety equipment and employee longevity awards.

274-BOOKS & PERIODICALS: Expenditures for books, textbooks, periodicals, reference books, and workbooks. Books to include purchase of pertinent volumes of the Federal Code of Regulations, subscription to environmental compliance guide, State Water Code, and miscellaneous books.

CAPITAL OUTLAY

737-METERS: Purchase of water meters for new construction service accounts estimated at \$130,000.

739-WATER MASTER PLAN IMPROVEMENTS: Groundwater Sustainability Agency estimated at \$150,000; Construction of the G Street Water Line project (P2 & P3) estimated at \$675,000; Iowa Water Line (P9) finish construction estimated at \$50,000; Idaho Water Line (P10) design and construction estimated at \$420,000; C D North Water Line project design estimated at \$60,000; and Valve Replacements (valve insertion method) estimated at \$50,000. Fire hydrants and water meters to be relocated and replaced with the sidewalk improvements, ADA pedestrian ramps, and storm drain catch basins in the area of Colorado Ballpark on Maryland Avenue, Pennsylvania Avenue, Vermont Avenue, Pine Street and Colorado Avenue. Construction costs will be shared accordingly with Measure V, Water, and Wastewater Collection funds. Costs are estimated at \$825,000 for design and construction (Measure V-alternative \$615,000, Water \$126,000, and Collections \$84,000).

750-VEHICLES: Purchase of 1 ton service body pickup truck estimated at \$120,000 (cost shared between Collections \$60,000 and Water \$60,000); Purchase of ¾ ton utility pickup truck estimated at \$50,000.

752-COMMUNICATION EQUIPMENT: Expenses related to Telephone System Replacement.

753-SPECIALIZED EQUIPMENT: Purchase of Combination Sewer/Hydro Excavation Truck estimated at \$530,000 (cost shared between Collections \$265,000 and Water \$265,000).

CONTINGENCY

900-CONTINGENCY: For unexpected and unforeseen costs associated with Water activities.

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
CITY OF LOS BANOS	520 'J' Street	Los Banos	California

(If more than one owner of the interest stated, the name and address of each must be inserted.)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 8th day of February, 2019, a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any, for such work of improvement was _____

Rolfe Construction Company

(If no contractor for work of improvement as a whole, insert "No Contractor.")

6. That the real property herein referred to is situated in the _____ City of Los Banos _____

County of Merced State of California, and is described as follows:

"Construction of G Street Waterline"

The major work consists of furnishing and installing approximately 3,153 linear feet of 8-inch waterline, installing 20 water valves, transferring 18 water services, replacing 3 fire hydrants, and constructing pavement repairs on G Street in the City of Los Banos.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____ CITY OF LOS BANOS
Owner

Place: Los Banos, California By: _____

Site Map

G Street Waterline



Google Earth

© 2018 Google





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

A handwritten signature in blue ink, appearing to read 'Mark Fachin', is written over the printed name.

DATE: March 20, 2019

TYPE OF REPORT: Consent Agenda

SUBJECT: Consultant Agreement – Notice of Augmentation of the Professional Services Agreement with David Taussig & Associates, Inc. to provide a Nexus Study for the Update of the City of Los Banos Development Impact Fee Program and amending the Fiscal Year 2018-2019 Budget by increasing the appropriation amount of \$3,040 in the City Hall Admin Impact Fee Account and increasing the appropriation amount of \$1,960 in the Traffic Impact Fee Account.

Recommendation:

That the City Council adopts the Resolution to amend the Fiscal Year 2019-2019 Budget by increasing the appropriation amount for expenditures in the City Hall Admin Impact Fee Account and increasing the appropriation amount for expenditures in the Traffic Impact Fee Account and approve the Notice of Augmentation to the Professional Services Agreement with David Taussig & Associates, Inc. to provide a Nexus Study for the Update of the City of Los Banos Development Impact Fee Program. The administration of this budget augmentation is to be performed by the Public Works Director/City Engineer.

Background:

Development Impact Fees are fees placed on the development of land or conditions required for the approval of a development project. The fees are typically justified as an offset to the future impact that development will have on existing infrastructure. The fees that are collected must be expended for identified projects for which the fees are charged. Development impact fees must be roughly proportional to the impact of the project, and imposed for purposes related to the impacts of the project. When imposing the fees, local agency must make certain specific findings in this regard. As a basis for such findings, local agencies typically prepare a fee study and tie the charges to their

capital improvement program. Fees may be levied for the construction of capital improvements, but not for the maintenance or operation of public capital facilities.

The last study was performed in 2006 by Goodwin Consulting Group at which time such fees were increased to meet the demands of future development. CPI increases to all fees were made on an annual basis for the next three years, ending in 2009.

At the September 6, 2017 City Council Meeting, David Taussig & Associates, Inc. (DTA) were approved to perform a Nexus Study for the Update of the City of Los Banos Development Impact Fee Program.

Discussion:

The approved Professional Services Agreement for the Development Impact Fee Program Update/Nexus Study between DTA and the City of Los Banos provided for seven (7) meetings with staff, the City Council, and stakeholders at a billable rate of \$2,500 per meeting. Due to the need for a total of ten (10) meetings, the additional three (3) meetings has increased the amount for this item, per the Agreement, by a total cost of \$7,500.

Fiscal Impact:

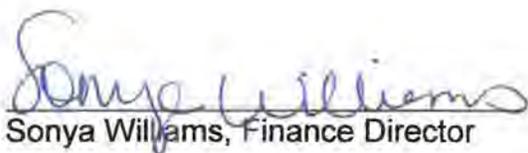
Based on the fee schedule as outlined in the Professional Services Agreement between DTA and the City of Los Banos, and based on an additional three (3) meetings above what was included in the Agreement, DTA's compensation for this additional work is \$7,500.

In order to budget this additional work, a budget amendment is required. If approved, this budget amendment will increase expenditures by \$3,040 in the City Hall Admin Impact Fee Account 202-410-100-231 and increase expenditures by \$1,960 in the Traffic Impact Fee Account 230-430-220-231.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Consultant Agreement – Notice of Augmentation

Professional Services Agreement including Section V, Scope of Services

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE CONSULTANT AGREEMENT – NOTICE OF AUGMENTATION OF THE PROFESSIONAL SERVICES AGREEMENT WITH DAVID TAUSSIG & ASSOCIATES, INC., TO PROVIDE A NEXUS STUDY FOR THE UPDATE OF THE CITY OF LOS BANOS DEVELOPMENT IMPACT FEE PROGRAM AND ADOPT A REVISED BUDGET FOR THE FISCAL YEAR 2018-2019 AS IT PERTAINS TO THE CITY HALL ADMIN TRAFFIC IMPACT FEE ACCOUNT AND THE TRAFFIC IMPACT FEE ACCOUNT

WHEREAS, the City of Los Banos establishes Development Impact Fees that reflect the impact of a project; and

WHEREAS, at the Los Banos City Council Meeting of September 6, 2017, a Professional Services Agreement with David Taussig & Associates, Inc. (DTA) to provide a Nexus Study for the update of the City of Los Banos Development Impact Fee Program was approved; and

WHEREAS, due to the required additional meetings beyond the approved Scope of Services as outlined in the said Professional Services Agreement with DTA, a Notice of Augmentation has been presented to the City Council of the City of Los Banos; and

WHEREAS, the Notice of Augmentation will increase the said Professional Services Agreement in the amount of \$7,500; and

WHEREAS, the City Council of the City of Los Banos has been presented an amendment to the Fiscal Year 2018-2019 budget; and

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

WHEREAS, the proposed amendment would increase expenditures by \$3,040 in the City Hall Admin Impact Fee Account (202-410-100-231) and would increase expenditures by \$1,960 in the Traffic Impact Fee Account (230-430-220-231).

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

1. Approve the Notice of Augmentation to the Professional Services Agreement with DTA and authorizes the Public Works Director/City Engineer to administer said Augmentation.
2. Amend the 2018-2019 Fiscal Year Budget to include an increase of \$3,040 to expenditures in account 202-410-100-231 and to include an increase of \$1,960 to expenditure account 230-430-220-231.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 20th day of March 2019, 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



100 W. San Fernando St., Suite 430
San Jose, CA 95113

CONSULTANT AGREEMENT - NOTICE OF AUGMENTATION

Date:	February 13, 2019																
Project:	Development Impact Fee Program Update – City of Los Banos																
Description of Work:	AB1600 Nexus and Fee Justification Study (Update)																
<p>Professional Services Budget: Time and Materials up to \$7,500. This Notice increases the total budget for this engagement from \$57,750 according to the Professional Services Agreement executed on September 6, 2017 to \$65,250.</p>																	
<table border="1"> <thead> <tr> <th colspan="2">Hourly Rate Schedule</th> </tr> </thead> <tbody> <tr> <td>President/Managing Director</td> <td>\$250/Hour</td> </tr> <tr> <td>Vice President</td> <td>\$225/Hour</td> </tr> <tr> <td>Manager</td> <td>\$200/Hour</td> </tr> <tr> <td>Associate</td> <td>\$160/Hour</td> </tr> <tr> <td>Senior Analyst</td> <td>\$140/Hour</td> </tr> <tr> <td>Financial Analyst</td> <td>\$120/Hour</td> </tr> <tr> <td>Research Assistant</td> <td>\$110/Hour</td> </tr> </tbody> </table>		Hourly Rate Schedule		President/Managing Director	\$250/Hour	Vice President	\$225/Hour	Manager	\$200/Hour	Associate	\$160/Hour	Senior Analyst	\$140/Hour	Financial Analyst	\$120/Hour	Research Assistant	\$110/Hour
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Financial Analyst	\$120/Hour																
Research Assistant	\$110/Hour																
<p>Client shall reimburse DTA for out-of-pocket and administrative expenses by paying a charge equal to 3% of DTA's monthly billings for labor. All hourly rates for services apply through December 31, 2019 and are subject to a cost-of-living increase at that time. On or about the first two weeks of each month during which consulting services are rendered hereunder, Consultant shall present to Client an invoice covering the current consulting services performed and the reimbursable expenses incurred pursuant to this Notice of Authorization. Invoices shall be paid by Client within thirty (30) days of the date of each invoice. A 1.2% charge may be imposed monthly against accounts that are not paid within 45 days of the date of each invoice. The prevailing party in any legal action brought by one party against the other and arising out of this Consultant Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.</p>																	
<p>Consultant: DTA</p>  <p>David Taussig, President</p>	<p>Client: City of Los Banos</p> <hr/> <p>Authorized Representative</p>																
<p>Brief Description of Scope of Services:</p>	<p>DTA shall work with City staff to review and identify the facility and capital needs required to serve new development within the City of Los Banos, develop and determine new impact fee amounts based on a consistent methodology, and prepare and present a final fee report before Council on March 20, 2019 for consideration. Additional meetings shall be billed at the hourly rates noted above.</p> <p><i>Notably, should time and materials reach the above budget maximum, DTA shall contact Client for a budget augmentation prior to completing additional work.</i></p>																

**PROFESSIONAL SERVICES AGREEMENT
FOR DEVELOPMENT IMPACT FEE PROGRAM
UPDATE / NEXUS STUDY
[DAVID TAUSSIG & ASSOCIATES, INC.]**

THIS AGREEMENT is made and entered into this 6th day of September 2017, by and between the **City of Los Banos**, a municipal Corporation (herein referred to as "City") and **David Taussig & Associates, Inc.**, a California corporation (herein referred to as "Consultant").

RECITALS

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

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

C. WHEREAS, City has solicited and received a proposal from Consultant, has reviewed the previous experience and evaluated the expertise of Consultant, and desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement; and

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

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

2. **Scope of Services.** Consultant shall provide the professional services described in the City's Request for Proposal dated May 15, 2017 (the "RFP") attached hereto as **Exhibit A** and incorporated herein by reference and Consultant's Response to City's RFP dated July 25, 2017 (the "Proposal") attached hereto as **Exhibit B** and incorporated herein by this reference.

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

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

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

3. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and Consultant shall perform the services in accordance with the Proposed Schedule as set forth in **Exhibit B** and incorporated herein by this reference. The failure by Consultant to strictly adhere to the schedule may result in termination of this Agreement by City.

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

4. **Compensation.** City shall pay Consultant for the services on a time and expense not-to-exceed basis in accordance with the provisions of this Section, the Cost Proposal and the Professional Services Fee Schedule submitted by Consultant as set forth in **Exhibit B** and incorporated herein by this reference. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub Consultant fees, shall not exceed **\$57,750.00** unless authorized in writing by the City and approved by the City Council.

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

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Cost Proposal set forth in **Exhibit B** and incorporated herein by this reference.

4.3 Consultant shall not receive any compensation for Additional Work without the prior written authorization of City. As used herein, "Additional Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Additional Work shall be billed in accordance with the Professional Services Fee Schedule as set forth in **Exhibit B** and on the terms set forth in this Article 4.

5. **Contract Administration.** The City Manager shall have the authority to act for City under this Agreement. The City Manager or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Consultant shall designate a representative for purposes of this Agreement who shall have the authority to act for Consultant under this Agreement. **Nathan D. Perez, Esq.**, shall have the authority to act for Consultant under this Agreement.

6. **Project Managers.** City has designated **Mark Fachin P.E.**, as its Project Manager to work directly with Consultant in the performance of this Agreement. Consultant has designated **Nathan D. Perez, Esq.**, as its Project Manager, who shall coordinate all phases of the Project. The Consultant's Project Manager shall be available to City at all reasonable times during the Agreement term. Consultant shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

7. **Indemnification.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, 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 performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Consultant, its principals, officers, agents, employees, vendors, suppliers, Consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

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

In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City

indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

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

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

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

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

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. **General Liability Coverage.** Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Consultant's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction contracts, an endorsement providing completed operations to the additional insured, ISO form CG 20 37, is also required.

iii. **Automobile Liability Coverage.** Consultant shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident. If Consultant owns no vehicles, this requirement may be met through a non-owned auto endorsement to the CGL policy.

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. The cost of such insurance shall be included in Consultant's bid.

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

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

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

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

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

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

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

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

9. Nondiscrimination. In the performing of this Agreement, Consultant shall not discriminate against any subcontractor, employee or applicant for employment because of race,

religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

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

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Consultant pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process.

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

13. **Access to Records.** Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Consultant

by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

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

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

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

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

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

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

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

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

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

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

To City:

City of Los Banos
411 Madison Avenue
Los Banos, California 93635
(209) 827-7056
Attn: Mark Fachin P.E.

With courtesy copy to:

City of Los Banos
520 J Street
Los Banos, California 93635
Attn: Alex Terrazas

To Consultant:

David Taussig and Associates, Inc.
1302 Lincoln Avenue, Suite 204
San Jose, California 95125
(800) 969-4382
Attn: Nathan D. Perez, Esq.

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

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

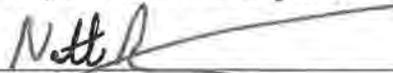
shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

23. **Order of Precedence.** In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the RFP or the Response, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over both the Response and the RFP and the Response shall govern over the RFP.

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

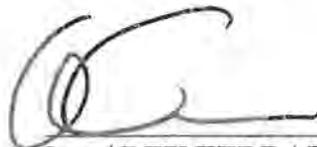
Date: August 17 2017

**DAVID TAUSSIG & ASSOCIATES,
INC., a California corporation**

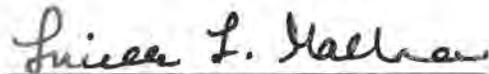

by: Nathan Perez, Managing Director

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

Date: Sept 11, 2017


by: **ALEX TERRAZAS, City Manager**

**ATTEST:
CITY CLERK**


Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:


**William A. Vaughn
City Attorney**

SECTION V. SCOPE OF SERVICES

Work products stemming from the Work Plan described in this section will include:

- A memorandum summarizing the fee methodology options
- The draft and final administrative reports

DTA and TJKM (collectively, "DTA") have an enviable reputation for producing high quality work in a quick and efficient manner to correspond with even the most aggressive project schedule. DTA's clients also receive high levels of personal attention from senior staff, with the President or senior management always available to meet with public agency staff and other groups.

TASK NO. 1 – KICK-OFF MEETING

DTA staff will meet with City staff in an initial kick-off meeting to finalize the details of the Work Plan, discuss the fee methodologies and best practices, identify needed and information (i.e., reports, project/needs lists, stakeholder groups, data, etc.), prepare final schedule, discuss the public process, and resolve other concerns.

TASK NO. 2 - DEVELOP POPULATION AND DWELLING UNIT PROJECTIONS

DTA will compile and document existing and future population and development estimates for the City. The projections resulting from this task will ultimately calculate fee levels. At this stage DTA would evaluate City resources, influences, all factors affecting the existing Study, and pertinent Impact Fees as outlined by the City (including Capital Facility Fees, Park Fees, Water, Wastewater, and Storm Drain Fees, Traffic Impact Fees, etc.).

This task comprises four subtasks.

Subtask 2(A) – Population Projections

DTA will gather existing information on present and future population for the City from various sources, including City Staff, the General Plan, existing Master Plans, the U. S. Census, MCAG, the State Department of Finance, and from other data sources, including the City's CIP.

Subtask 2(B) – Conduct Entitlement Research and Projections

DTA will coordinate with the City Community Development Department to determine existing and future residential and non-residential development within the City over the planning horizon (five (5) years, or otherwise). To complete this subtask, DTA will:

- Review the General Plan/CIP and related plans to determine expected development land use patterns in the City.
- Review City records to identify existing entitlements for dwelling units and commercial/industrial development.
- Project the number of new dwelling units and commercial/industrial development based on existing entitlements and on population projections through 2035, or such other target year as selected by City staff.

Subtask 2(C) - Review Current City Fee Structure

DTA shall review and summarize City's current development fee structures, and current City policies and procedures and other regulatory requirements affecting potential fee structures and revenue program requirements.

SECTION V ■ SCOPE OF SERVICES

Subtask 2(D) - Review Prior City Fee Justification Studies

DTA shall review the approach and methodology utilized in prior City fee justification studies so they can be evaluated in light of the City's current needs.

TASK NO. 3 - REVIEW FACILITY / CAPITAL NEEDS AND LEVELS OF SERVICE

This task entails review of the facility and capital needs required to serve the new development in the study area projected in Task 2. DTA will use existing City materials (and any relevant developers' facilities reports) as base documents and focus our effort on updating this information.

For any fee program to be comprehensive in its scope, it is necessary to complete a thorough identification and review of all the facilities impacted by additional growth, including those already discussed in the General Plan, PFFP, or CIP. This task will require close coordination with all City departments.

Subtask 3(A) – Survey/Interview City Staff

DTA shall survey/interview City staff to review projected facilities in the City, along with major equipment needs, the timing at which improvements will be needed, and any physical data that would assist in developing the costs estimated below in Subtask 3(C). Based upon the results of the surveys and interviews, DTA will verify and, if appropriate, expand the list of new facilities found in the General Plan /CIP to be included within the fee program for the City. Intrinsic in this review would be a consideration for the elimination/consolidation of existing fees in alignment with the needs of the City.

TJKM, for its part, will evaluate the current version of the Los Banos Traffic Impact Fees, and akin to the work provided by DTA, make recommendations for a project list that reflects the needs and goals of the City. In most fee updates, TJKM has found that the current project list, less those projects recently completed, forms the basis of the projects needed for the future. Usually, a few additional projects may be needed to reflect the needs of the community. Following the selection of the projects, TJKM will update the costs of the projects to reflect 2017 construction costs including allowances for costs of environmental review, design, and construction management. If any new projects with current deficiencies are added to the project list, TJKM will determine the appropriate portion of the costs that can be included in the fee, since the nexus analysis does not allow future developers to fund previously existing impacts.

Subtask 3(B) – Facilities List

Based on the information collected in Subtask 3(A), DTA shall prepare a facilities needs list that details the new facilities and equipment to serve new development in the City.

Subtask 3(C) – Review Cost Estimates

TJKM, following the selection of Traffic Improvements, shall estimate and update project costs and provide this information to DTA and, as requested, the City.

DTA's engineering and technical staff will then, as necessary: consult with City department heads and/or engineering staff or equivalent to ascertain and understand in-house cost data for existing and projected facilities and equipment; apply inflation and cost of living escalators to the list of projected public facilities to determine future costs; review and/or refine existing cost data; examine major sources of revenue to fund construction of new public facilities; and provide a proportional estimate between projected costs for new facilities and projected revenue from mitigation fees and other sources.

TASK NO. 4 - DEVELOP METHODOLOGY FOR CALCULATING NEW FEE AMOUNTS

This task entails developing the methodology used to establish the fee amount for each fee component to the extent appropriate. Two critical issues must be considered in developing a fee program. The fee program must generate revenues in a timely manner and the methodology must meet the nexus or benefit requirements of AB 1600. Since fees of any sort are controversial, it is critical that any fee established be legally defensible.

DTA's fee study methodology must meet the nexus or benefit requirements of AB 1600, which requires there be a nexus between fees imposed, the use of the fees, and the development projects on which the fees are imposed. Furthermore, there must be a relationship between the amount of the fee and the cost of the improvements. To impose a fee as a condition for a development project, the methodology must accomplish:

- Identify the purpose of the fee.
- Identify the use to which the fee is to be put. If the use is financing public facilities, the facilities must be identified.
- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.
- Determine how there is a reasonable relationship between the need for the public facility and the type of development project on which the fee is being imposed.

Implicit in these requirements is a stipulation that a public agency cannot impose a fee to cure existing deficiencies in public facilities or improve public facilities beyond what is required based on the specific impacts of new development. The benefit methodology established in this subtask will be documented in the Report.

DTA shall prepare a memorandum to City staff summarizing available methodologies and their pros and cons, and providing detailed examples of other counties' or agencies' impact fee programs. Methodologies to review will include programs based on auto vehicle trips, all mode trips (e.g., auto, transit, bike, walk, etc.), square footages or household units, etc. The memo will also discuss, as applicable, context-sensitive and transportation-demand management adjustments, "credits" for capital improvements required as part of a project application, and discuss various treatments of pass-through trips to ensure "fair share" fees. DTA will recommend a fee expenditure plan to ensure that projects can be fully funded and implemented within any required time limits for expenditures of such funds, as well as possible flexibility to allow collected fees to be used to provide the City match for grant applications. Finally, the memo will include recommendations for methodology and next steps. Upon review and discussion by City staff, a methodology will be selected.

Deliverable: Memorandum summarizing the fee methodology options

TASK NO. 5 - DETERMINE FEE LEVELS

This task entails calculating the fee amounts based upon the dwelling unit and commercial/industrial development projections completed in Task No. 2, facilities needs and costs determined in Task No. 3, and the methodology selected in Task No. 4.

Subtask 5(A) – Calculate Recommended Fee Amounts

DTA shall calculate fees for the City by inputting the data compiled under the preceding tasks, and computing each fee to be levied. This work will be done in a spreadsheet format which can be updated annually.

TJKM will convert future growth into trips so that the growth in total trips (daily or peak hour) over the study period can be determined. TJKM will utilize the EDU (equivalent dwelling unit) approach utilized in the current fee to reflect accurate proportions of trips relative to the impact of a single family dwelling unit. The equivalent dwelling units will be summed so that the cost per EDU can be calculated. The final step is to apply the cost per EDU to the EDU rates that are based on information related to the *Institute of Transportation Engineers (ITE) Trip Generation, 9th Edition*. The result of this is the maximum allowable traffic impact fee that the City may impose on the development community.

DTA will also evaluate this data compared to surrounding cities (e.g., Merced, Madera, Manteca, Tracy, etc.) to arrive at comparable and palatable fee levels.

Subtask 5(B) – Document Fee Derivation

DTA shall document the methodology utilized for the fee calculation model that can be understood by the City and the public. DTA shall prepare written statements documenting the validity of the methodology for deriving each of the fees for the City. These statements will be made to meet the requirements of AB 1600 and will be documented in the Final Report discussed below.

TASK NO. 6 - PREPARE DRAFT AND FINAL REPORTS

This task entails preparation of the draft and final reports for consideration by the City Council and City Staff.

Subtask 6(A) – Prepare Draft Report For Comments

Based on the work completed in Task Nos. 1 through 5, DTA will prepare the Draft Report for review and consideration by City staff. The report will be prepared under the standards of AB 1600 and is expected to include:

- Executive Summary
- Population Projections
- Facilities and improvements List
- Areas of Benefit (if applicable)
- Fee Calculations
- Recommended Fee Levels
- Recommended Process for Keeping Fees Current
- Fee Credits
- Incentives & Waivers
- Administrative Component

Subtask 6(B) – Prepare Final Report

Based on the incorporation of City staff comments and concerns on the Draft Report, DTA will prepare the Report for presentation to the City Council and City Staff.

Deliverable: Draft and Final Report.

TASK NO. 7 – ATTEND MEETINGS AND PUBLIC OUTREACH

This task entails attendance at seven (7) meetings/workshops with the Community & Economic Development Department (or similar), the planning commission, other City staff, the developers, the stakeholders, and the City Council. The first will be working with City staff and/or the developers at the kick-off meeting (Task No. 1 above), and the final meetings will include presentation(s) to the Commissions, Council, or City Manager's Office, as well as various stakeholders, in addition to a public hearing before the City Council.

During these meetings, and throughout the Project, DTA will make recommendations regarding the use and collection of proposed fees, and recommendations regarding specific components or elements of concern.

SECTION V ■ SCOPE OF SERVICES

PROPOSED SCHEDULE

Task	AB 1600 Nexus Study (for completion by December 2017)	Weeks 1 to 3	Weeks 4 to 5	Weeks 6 to 7	Weeks 8 to 10	Weeks 11 to 12	Weeks 13 to 15	Week 16 (No Later than December 2017)
1	Kick-Off Meeting (July 2017)							
2	Develop Population and Demographic Projections							
3	Identify Facility / Capital Needs & Levels of Service							
4	Develop Methodology for Calculating New Fee Amounts							
5	Determine Fee Levels							
6	Prepare Draft and Final Report							
7	Attend Meetings							



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members
FROM: Mark Fachin, P.E., Public Works Director/City Engineer 
DATE: March 20, 2019
SUBJECT: On-Call Transportation Planning Services
TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution entering into an Professional Services Agreement for On-Call Civil Transportation Planning Services with Placeworks for planning purposes of Public Works projects, and authorize the City Manager to execute the Professional Services Agreement. The administration of this Professional Services Agreement is to be performed by the Public Works Director/City Engineer.

Discussion:

The City of Los Banos Public Works Department is charged with managing the project planning services for all public works projects. To facilitate the transportation planning tasks in the Public Works Department, staff solicited proposals for a Statement of Qualifications of firms to assist in the planning of potential public works projects. A Request for Qualifications was issued on January 18, 2019. Proposals were received at the office of the City Clerk until February 14, 2019 at 4 PM. The City received five (5) proposals. The firms that responded to the City of Los Banos Request for Qualification were:

A & M Consulting Engineers
Kittleson & Associates
VRPA Technologies, Inc.

TJKM
Placeworks

Each proposal was reviewed by a City staff selection committee using the prescribed selection process. Staff is prepared to recommend the services of Placeworks be retained for the City's transportation planning needs. Consulting services provided by PlaceWorks shall not exceed \$300,000 per year. Staff reviewed the Cost Proposal for Placeworks and found their rates to be highly competitive for planning consultation

services. The term of the Professional Services Agreement shall become effective upon execution and shall remain in effect for five (5) years from the date of execution, subject to the City's discretion. Once the Professional Services Agreement has been executed, the Public Works Director/City Engineer may enter into a specific planning project with PlaceWorks in the form of a Task Order. The Task Order will outline a specific scope of work with Placeworks for their planning consultant services. The Task Order will specify an estimated dollar amount that both parties agree will not be exceeded, concurrent with the terms of the Agreement.

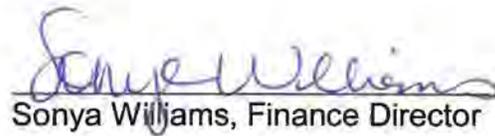
Fiscal Impact:

The planning consultation of the Professional Services Agreement will be limited to \$300,000 per year. A Task Order will specify an estimated dollar amount within the limits of the annual adopted City budget related to the fund identified in the adopted City budget.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Copy of proposed Professional Services Agreement

Copy of proposed Task Order form

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING THE CITY
MANAGER TO EXECUTE A PROFESSIONAL
SERVICES AGREEMENT WITH PLACEWORKS
FOR ON-CALL TRANSPORTATION PLANNING
SERVICES**

WHEREAS, the City of Los Banos Public Works Department is charged with managing transportation planning services for all public works projects; and

WHEREAS, the Engineering Division of Public Works is not structured to meet the demands of all public works projects; and

WHEREAS, the Public Works Department solicited proposals from qualified transportation planning firms to provide On-Call Transportation Services.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute a Professional Services Agreement with PlaceWorks for On-Call Transportation Planning Services; authorizes the Public Works Director/City Engineer to negotiate and execute Task Orders during the term of the Professional Services Agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 20th day of March 2019, 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
BETWEEN THE CITY OF LOS BANOS
AND
PLACEWORKS, INC.
(On Call Transportation Planning Services)**

THIS AGREEMENT is made and entered into this _____ day of _____ 2019, by and between the City of Los Banos, California, a municipal corporation, ("City,") and PlaceWorks Inc., a corporation ("Consultant").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. City desires to engage Consultant as an independent contractor to provide professional transportation planning services for specific tasks/projects on short notice as needed to support the City's Public Works Department/City Engineer.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement.

D. City desires to retain Consultant to render professional services under the terms and conditions set forth in this Agreement.

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

1. **Term.** The term of this Agreement shall commence upon the above written date and shall remain in effect for five (5) years, unless terminated earlier as set forth herein.

2. **Scope of Services.** Services to be performed by Consultant may include the following on an on-call basis upon reasonable notice to Consultant:

- a. Provide consulting and professional services upon request of the City including project concept, development, environmental concerns, design, and surveying.
- b. Create development guidelines that can serve as a planning tool for the City as an identified project continues to develop.
- c. Evaluate and integrate improvements that augment the existing facilities, improve the visual appeal, increase the function of a project, and integrate storm water quality improvements.

- d. Integrate improvements that enhance safety, traffic flow, connectivity of all modes of transportation, and alternative improvements that reduce greenhouse gas emissions.
- e. Provide potential funding sources and funding strategies for implementation of the improvements identified in the plans. Outline estimated construction and maintenance costs of a project.
- f. Coordinate planning and project development with cooperating County, State and Federal agencies having jurisdiction or influence on City projects.
- g. Prepare and facilitate community outreach meetings. Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- h. Development of conceptual drawings, site layouts, sketches depicting proposed transportation projects, and presentation of final planning report and documents.
- i. Provide preliminary consultation, research, and evaluation of multiple modes of transportation which maximize the transportation project.
- j. Perform third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.
- k. Provide other engineering and design services as requested.

2.1 Consultant shall provide such services on an as needed basis when given written instruction to do so by the Public Works Director, or his designee. Consultant shall diligently perform all the services described in the Scope of Work.

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

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

3. **Time of Performance.** Upon receipt of written execution of Task Order from the City, Consultant shall perform with due diligence the services requested by the City and agreed on by the Consultant. 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 Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City. Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the services to be provided for a Task Order, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

3.1 For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances by telephone, electronic mail, fax, hand-delivery, or mail.

4. **Compensation.** City shall pay Consultant for the services on a time and expense

not-to-exceed basis for a Task Order pursuant to the written proposal for such Scope of Work accepted in writing by the Public Works Director, or his designee and in accordance with the not-to-exceed amount set forth in each Task Order assigned. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, shall not exceed \$300,000.00 per year during the term of this Agreement. Consultant shall be paid for services in accordance with Consultant's Schedule of Fees (hourly rates) attached hereto as Exhibit A. The hourly rate in Exhibit A shall remain in effect during the term of this Agreement.

4.1 Consultant shall submit monthly invoices to City describing the work performed the preceding month. Consultant's bills shall include the name of the person who performed the work, a brief description of the services performed and/or the specific task in the Scope of Work 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. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.

4.2 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City. Unless otherwise approved, such costs shall be limited and in accordance with Schedule of Fees set forth in the Proposal attached hereto as Exhibit A and incorporated herein by reference.

4.3 Consultant shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by City to be necessary for the proper completion of a Task Order, but which is not included within the Scope of Work and which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Compensation for any authorized Extra Work shall be billed in accordance with the Schedule of Fees as set forth in Exhibit A and on the terms set forth in this Article 4.

5. **Administration.** The Public Works Director shall administer this Agreement on behalf of the City. The Public Works Director or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement.

6. [THIS SECTION INTENTIONALLY OMITTED]

7. **Indemnification.** When the law establishes a professional standard of care for Consultant services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless City, any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs and expenses including legal counsel's fees, and costs but only to the extent the Consultant (and its Sub consultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between Consultant (and its Sub consultants) and the City in the performance of professional services under this Agreement.

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, any and all of its employees, officials, and agents from and against any liability (including liability from claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses,

expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, by not limited to officers, agents, employees, or subcontractors of Consultant.

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

In the event the City indemnities are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant performance of this Agreement, the Consultant shall provide a defense to the City indemnities, or at the City's option, reimburse the City indemnities their costs of defense, including reasonable legal counsel's fees, incurred in defense of such claims.

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

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

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

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

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies

must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City.

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

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

iv. Professional Errors and Omissions Insurance. Consultant shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000) per claim and not less than two million dollars (\$2,000,000) in the annual 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, agents and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the Consultant.

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

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

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

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

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

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

8.2 All subconsultants shall be included as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of this Agreement, including adding the City as an Additional Insured to the subconsultant's policies.

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

10. **Independent Contractor.** It is understood that City retains Consultant on an independent contractor basis and Consultant is not an agent or employee of City. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for Consultant or any of Consultant's employees or agents, to be the agents or employees of City. Consultant shall have the responsibility for and control over the means of performing the work, provided that Consultant is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Consultant as to the details of the performance or to exercise a measure of control over Consultant shall mean only that Consultant shall follow the desires of City with respect to the results of the services.

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

11. **Ownership of Documents.** All documents, information and materials of any and every type furnished or prepared by the Consultant or any of its subcontractors pursuant to and in the course of performance of this Agreement shall be and remain the sole and exclusive property of the City. Such documents, information and materials shall include but not be limited to all findings, reports, plans, specifications, studies, drawings, estimates, documents, information and data including, but not limited to, electronic media, computer tapes or

discs, files, and tapes furnished or prepared or accumulated by the Consultant in performing work under this Agreement, whether completed or in process. City shall have the sole right to use such documents, materials and information in its discretion without further compensation to Consultant or any other party. Consultant shall, at Consultant's expense, provide such documents, materials and information to City upon prior written request.

11.1 All Documents shall be considered works made for hire and all Documents and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Consultant shall not obtain or attempt to obtain copyright protection as to any Documents.

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

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

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

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

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

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City.

15.1 Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Consultant shall be fully responsible to City for all acts and omissions of the subconsultant. Nothing in this Agreement shall create any contractual relationship between City and subconsultant nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subconsultant other than as otherwise required by law.

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

16.1 Consultant is aware of the requirements of California Labor Code section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are subject to the Prevailing Wage Laws, Consultant agrees to fully comply with such Prevailing Wage Laws.

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

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

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

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

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

To City:

Mark Fachin, P.E.
Public Works Director/City Engineer
411 Madison Avenue
Los Banos, California 93635

To Consultant:

Joanna Jansen
Principal
1625 Shattuck Avenue, Suite 300
Berkeley, CA 94709

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

[SIGNATURE PAGE BEGINS ON NEXT PAGE]

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

PLACEWORKS INC., a corporation

Date: 3/11/19


by: Joanna Jansen
Principal

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

Date:

by: Alex Terrazas
City Manager

**ATTEST:
CITY CLERK**

Lucille L. Mallonee
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

TASK ORDER

NO. _____ - _____

CONSULTANT: _____

PROJECT: _____

THIS TASK ORDER dated _____, is an addendum to the Professional Services Agreement for On-Call Transportation Planning Services ("Agreement") dated _____ between the City of Los Banos ("City") and PlaceWorks, Inc. ("Consultant").

WHEREAS, upon execution, this Task Order shall be considered a part of the Agreement; and

WHEREAS, this Task Order establishes the Scope of Work and compensation amounts for specific planning services and authorizes Consultant to proceed.

NOW, THEREFORE, the parties mutually agree as follows:

[Insert Scope of Work]

City agrees to compensate Consultant for the required services in accordance with the terms of payment stipulated in the Agreement and this Task Order. An itemized list of tasks and a detailed cost for the completion of the required services is attached hereto as Exhibit A. The cost for completion of the items of services shall not exceed _____ and no/100ths Dollars. (\$ _____).

All services associated with this Task Order shall conform to the requirements of the Agreement and this Task Order and shall be completed to the satisfaction of City on or before _____, _____.

Except as herein modified, all terms and conditions in the Agreement remain unchanged and are in full force and effect.

CITY OF LOS BANOS

PLACEWORKS, INC.

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

By: _____
Print Name: _____

Title: _____

Date: _____

Date: _____



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members

FROM: Stacy Souza Elms, Community and Economic Development Director

DATE: March 20, 2019

TYPE OF REPORT: Public Hearing

SUBJECT: Consideration of Mercey Springs Road Apartments Mitigated Negative Declaration (SCH #2019011005), General Plan Amendment #2018-03 and Zone Change #2018-03; APN: 082-030-051

Recommendation:

Staff recommends that the City Council:

1. Adopt Resolution No. 6052 to approve Mitigated Negative Declaration (SCH #2019011005) and Mitigation Monitoring/Reporting Plan for Mercey Springs Road Apartments;
2. Adopt Resolution No. 6053 to approve General Plan Amendment #2018-03; and
3. Waive the second reading and adopt Ordinance No. 1169 by title to Re-zone the property.

Background:

The applicant, Mercey Bapaz, LLC, is requesting a General Plan Amendment #2018-03 and Zone Change #2018-03 for the re-designation and rezoning from Low Density Residential (R-1) to High Density Residential (R-3) for approximately five (5) acres for a future multi-family development that will consist of approximately 96 units.

The Los Banos Planning Commission held a public hearing on February 5, 2019, for the purpose of considering the above mentioned project. At the completion of the public hearing, the Planning Commission recommended approval of Mitigated Negative Declaration (SCH #2019011005), General Plan Amendment #2018-03, and Zone Change #2018-03.

On February 20, 2019, the Los Banos City Council held a public hearing to consider the proposed project. Public comment was received and a written comment letter was received by the Los Banos Unified School District. The Los Banos City Council provided motions of intent to adopt Resolutions 6052 and 6053 to approve Mitigated Negative Declaration (SCH #2019011005) and General Plan Amendment #2018-03. The City Council also waived the first reading and introduced Ordinance No. 1169 by title for Zone Change #2018-03.

At the last City Council meeting there was discussion regarding design standards and security requirements for multi-family facilities. The adopted Los Banos Community Design Guidelines for multi-family developments require specific standards regarding orientation, pedestrian routes, landscaping, landscape security, site lighting, architecture, and trash receptacles. Please see the attached applicable Community Design Guidelines regard multi-family development, which is reviewed during the Site Plan Review process at a staff level and at the Planning Commission level. While there is no specific ordinance concerning security for multi-family developments, the City of Los Banos currently has various tools to address security that will be used to address security concerns raised by the City Council. One such tool is the Business License Ordinance which is applicable to multi-family facilities of four or more units in which the City of Los Banos can impose reasonable conditions of approval relating to security. Another tool is the Design Review process which could address security for all residential projects. In addition, staff is evaluating options for a standalone ordinance to address security and crime issues for multi-family developments within the City of Los Banos. In this particular instance the applicant has indicated that his intention is to provide adequate security measures including cameras and on-site security. Staff will be addressing those items in the Site Plan Review process and Business License process to require security cameras and on-site security.

Discussion:

PROJECT LOCATION:

The proposed project site is located on the west side of Mercey Springs Road (SR 165) north of Santa Barbara Street and east of Santa Venetia Street. The project site is outlined in yellow on the area map below.



HOUSING ELEMENT COMPLIANCE:

The City of Los Banos Housing Element consists of a policy, which committed to rezone to accommodate a shortfall carryover of adequate zoned sites from the previous cycle planning period of the Housing Element (2009-2014). The unaccommodated need consists of 81 units. The City is required to rezone this shortfall to accommodate this shortfall or risks losing Housing Element compliance, which is attached to many sources of State funding (i.e. CDBG funds, Caltrans Transportation Grants, SB 2 funds). The proposed project fulfills the City's requirement to accommodate the shortfall carryover identified in the previous Housing Element cycle.

LAND USE:

The project site is undeveloped and not in agricultural production. The following table shows the adjacent land uses:

Property	Land Use	Zone	General Plan
Project Site	Undeveloped	R-1	Low Density Residential
North	Residential (Vacant)	R-1	Low Density Residential
East	Residential	R-1	Low Density Residential
South	Civic/ Institutional	R-1	Low Density Residential
West	Residential	R-1	Low Density Residential

R-1 = Low Density Residential

PROJECT ANALYSIS:

Existing Setting

The proposed project site is vacant and is surrounded by urban development on three sides, along with associated street and utility improvements. The property has General Plan land use designation of Low Density Residential and is zoned Low Density Residential (R-1). There are no structures on the project site.

Proposed Uses and Density

The project includes a General Plan Amendment from Low Density Residential to High Density Residential and a Zone Change from Low Density Residential (R-1) to High Density Residential (R-3). The High Density Residential land use designation is intended for multi-family apartments and condominium development. High Density Residential densities range from 12 to 30 units, with an average density of 20 units per acre used for buildout projections. The purpose of the High Density Zoning District (R-3) is to stabilize and maintain the residential character of the district for multifamily living with substantial space for cooperatively-used facilities and open spaces. The General Plan and Zoning Maps are included as attachments.

Pursuant to the Los Banos Municipal Code Title 9, Chapter 3, Article 8, the uses permitted in the High Density Zoning District are as follow:

- (a) Multifamily uses;
- (b) Apartments;
- (c) Triplexes;

- (d) Group dwellings with more than six (6) residents;
- (e) Public schools;
- (f) Public parks and playgrounds;
- (g) Employee needs housing for more than six (6) unrelated persons;
- (h) Residential care facility for more than six (6) unrelated persons;
- (i) Special needs housing for more than six (6) unrelated persons;
- (j) Transitional and/or supportive housing for more than six (6) unrelated persons;
- (k) Emergency homeless shelter;
- (l) Accessory buildings;
- (m) Small family daycare;
- (n) Home occupations; and
- (o) Public utility distribution and transmission line towers and poles and underground facilities for the distribution of gas, water, communications, and electricity.

Compatibility with Adjacent Uses

The proposed High Density Residential General Plan Amendment and Zone Change is compatible with adjacent uses as it creates a transition from Mercey Springs Road (SR 165) to existing Low Density Residential uses to the east and west. There is a place of worship (Church of the Nazarene), immediately south of the project site. South east of the project site, there is a High Density Residential use via a multi-family development (Court of Fountains).

The applicant is proposing in the future to develop 96 multi-family units. The proposed multi-family use consisting of 96 units is a permitted use in the High Density Zoning District. The proposed development will be compatible to the surrounding neighborhood character and will assist with the Housing Element compliance efforts in regards to the unaccommodated 81 units.

ENVIRONMENTAL ASSESSMENT:

Pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, an initial study was prepared to identify and assess potential environmental impacts of the General Plan Amendment and Zone Change. Through the initial study, staff determined that the project would not result in any significant environmental effects, provided that the mitigation measures described within

the Initial Study/Mitigated Negative Declaration are implemented.

Staff prepared a Notice of Intent for a Mitigated Negative Declaration (SCH #2019011005), which was mailed out to property owners within a 300' radius and published in the Los Banos Enterprise on January 4, 2019 and was also posted at the Merced County Clerk's Office for circulation and review on January 4, 2019 to February 4, 2019.

The City received a comment letter submitted on behalf of the Los Banos Unified School District ("District"). The District's comments are summarized below, along with staff's response. All of the District's comments are attached to this staff report (Attachment 3).

1. *Preliminary comment.* The District has indicated that it is working with the applicant. The City encourages the District to continue with those meetings.
2. *Preliminary Consultation.* As required by CEQA, the City gave notice to the District of the proposed IS/MND. In its comment letter, the District cites Public Resources code section 21080.3, but this section applies to responsible agencies and trustee agencies. The District is neither. The City did in fact consult with District staff in a manner similar to past consultations. City staff shared information with the District regarding the proposed development project in advance of circulating the IS/MND.
3. *The Project.* The District points out that the IS/MND refers to both 24 and 94 students being generated by the project. Staff will clarify that the number of anticipated students is 94 as is already stated elsewhere in the document. This change does not affect the conclusions in the IS/MND.
4. *CEQA impacts and SB 50.* The District's letter sets forth its position with respect to the impact of SB 50. SB 50 provides that payment of school impact fees constitutes full mitigation of CEQA impacts. The *Chawanakee* decision cited by the District clarifies that SB 50 addresses the direct impacts on school facilities in terms of accommodating enrollment, but indicates that there are potential physical effects associated with new schools which are not addressed by SB 50. The District incorrectly assumes that all planned residential growth will take place in the short term. This is an unreasonable assumption. First, demand for new housing operates independently from supply. It has been the City's experience over the last twenty years that entitlement of property does not assure construction, much less construction within any particular time period. As an example, between January 1, 2018 to December 31, 2018, the City issued less than 262 single family building permits.

The District's comments require the City to engage in significant speculation as to potential future physical changes. The City does not know the manner or

location, nor does the District identify where new facilities (permanent or interim) would be installed/constructed. Notwithstanding the lack of meaningful information as to where future facilities may be required, the City is aware that the District has a successful history in developing new facilities as reflected in the following actions by the District. In each instance, the District concluded *that all impacts (direct, indirect, cumulative) would be mitigated to a level of less than significant.*

Volta Elementary Modular Classrooms and Facilities Expansion	2019	Water tank, shade structure, storm drain basin, relocation of playing field.
New Elementary School at Mercey Springs	2016	16 classroom addition
Badger Flatt Middle School	2014	33 classrooms
New Elementary School Mercey Springs	2012	500 students
New Middle School	2011	1000 students
Second High School	2005	1100 + students
Elementary School	2004	840 students ¹

From 2004-1990, the District approved additional school sites and facility improvements, all on the basis of negative declarations (e.g. full mitigation of impacts.) Based upon twenty years of school district data, the City reasonably concludes that development of additional school facilities, if required, would have a less than significant impact. This information does not affect the conclusions in the IS/MND.

5. Cumulative Impacts The District provides a generalized statement regarding cumulative effects. No specific response is required. The comment does not affect the conclusions set forth in the IS/MND
6. Options. The City is aware of the Mello-Ross CFD option; however, this cannot be imposed by the City on the applicant. In addition, the developer is entitled to a credit against fees which might otherwise be imposed by the school district. No impacts have been identified which would require mitigation as described. The comment does not affect the conclusions set forth in the IS/MND.

¹ Information taken from the State of California CEQAnet Database Query accessed on February 11, 2019.

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 February 8, 2019. As of the date of this staff report, no additional comments were received.

Reviewed by:



Alex Terrazas, City Manager

Attachments:

1. Resolution - Mitigated Negative Declaration
Exhibit A: CEQA Findings
Exhibit B: Mitigation Monitoring/Reporting Plan
2. Initial Study/Mitigated Negative Declaration (SCH#2019011005)
3. Comment Letter by LBUSD
4. Resolution – General Plan Amendment #2018-03
Exhibit A: CEQA Findings
Exhibit B: Findings for Approval
Exhibit C: Conditions of Approval
5. Ordinance – Zone Change #2018-03
6. General Plan Land Use Map
7. Zoning Map
8. Community Design Guidelines
9. Public Hearing Notice – February 8, 2019

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING MITIGATED NEGATIVE DECLARATION (SCH#2019011005) AND MITIGATION MONITORING/REPORTING PLAN FOR MERCY SPRINGS ROAD APARTMENTS LOCATED WEST OF MERCY SPRINGS ROAD (SR 165), NORTH OF SANTA BARBARA STREET, AND EAST OF SANTA VENETIA STREET; MORE SPECIFICALLY IDENTIFIED AS ASSESSOR'S PARCEL NUMBER: 082-030-051

WHEREAS, Mercey Bapaz, LLC, (Applicant) filed an application for a General Plan Amendment and Zone Change to redesignate approximately five (5) acres from Low Density Residential (R-1) to High Density Residential (R-3) for the future development of multi-family units; and

WHEREAS, an Initial Study and Mitigated Negative Declaration and Mitigation Monitoring/Reporting Plan were prepared for the project in accordance with CEQA Guidelines Section 15070; and

WHEREAS, a Notice of Intent to adopt a Mitigated Negative Declaration for Sunset Hills Development project was submitted to the State Clearing House and posted at the Merced County Clerk's Office for a 30 day public review period commencing on January 4, 2019, and ending on February 4, 2019; and

WHEREAS, a Notice of Intent was published in the Los Banos Enterprise on February 4, 2019; and

WHEREAS, the Los Banos Planning Commission held a public hearing on February 5, 2019, for the purpose of considering the Project and at the completion of the public hearing, duly considered the evidence presented and recommended approval to the Los Banos City Council; and

WHEREAS, the City Council of the City of Los Banos scheduled and duly noticed a public hearing in accordance with California Government Code Section 65091 by advertisement and notices by mail to property owners within a 300 foot radius of the project boundaries on February 8, 2019, to consider and take testimony regarding these matters on February 20, 2019; and

WHEREAS, at the February 20, 2019, City Council Meeting the Los Banos City Council, heard and considered testimony, if any, of all persons desiring to be heard; reviewed the Project and staff report; studied the compatibility of the applicant's request with adjacent land uses; has considered the applicant's request in accordance with the criteria established in the Los Banos Municipal Code; and

WHEREAS, the Los Banos Planning Commission has reviewed and considered the Initial Study and Mitigated Negative Declaration (SCH#2019011005) for Mercey Springs Road Apartments incorporated herein by reference and finds that there are no significant effects on the environment with the implementation of the identified mitigation measures as stated in the Mitigation Monitoring/Reporting Plan.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby make the appropriate findings set forth in Exhibit A (CEQA Findings), attached hereto and incorporated herein by this reference and approves Mitigated Negative Declaration (SCH#2019011005) and Mitigation Monitoring/Reporting Plan, attached hereto and incorporated herein as Exhibit B, for the Mercey Springs Road Apartments project on approximately five (5) acres located on the west side of Mercey Springs Road (SR 165) north of Santa Barbara Street and east of Santa Venetia Street; more specifically identified as Assessor's Parcel Number: 082-030-051.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the ____ day of _____ 20__, 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 MERCERY SPRING ROAD APARTMENTS

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, the Mercey Springs Road Apartments project was evaluated in an Initial Study which determined that the project would not involve any significant environmental effects, provided that the mitigation measures described in the Initial Study were implemented and a Mitigated Negative Declaration (SCH#2019011005) was made.
2. The Mitigated Negative Declaration was adequately noticed and circulated for public review and no public comments on the proposed Mitigated Negative Declaration were received. The City distributed the Notice of Intent with copies of the Mitigated Negative Declaration, and posted the Notice of Intent at the Merced County Clerk's office on January 4, 2019 to February 4, 2019.
3. On the basis of the whole record, including the Mitigated Negative Declaration and public comment, the City Council finds that there is no substantial evidence that the Project may have a significant effect on the environment with proper mitigation.
4. The Mitigated Negative Declaration was prepared in compliance with CEQA and on the basis of the whole record, there is no substantial evidence of significant new information or changes in the environmental setting have occurred that would result in new or greater significant effects not studied in the Initial Study/Mitigated Negative Declaration.
5. The City of Los Banos Community and Economic 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 upon.
6. Upon approval of the project analyzed in the Mitigated Negative Declaration, the City of Los Banos will monitor the implementation of the mitigation measures in accordance with the Mitigation Monitoring/Reporting Program.

7. Prior to considering the proposed Project, the City Council considered the Mitigated Negative Declaration for Mercey Springs Road Apartments.

EXHIBIT B

City of Los Banos
Mercey Springs Road Apartments
Mitigation Monitoring & Reporting Program
SCH# 2019011005

Environmental Issue	Proposed Mitigation	Mitigation Monitoring Reporting Responsibility and Timing	Mitigation Reporting and/or Monitoring Program
Cultural Resources	<p>In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:</p> <ol style="list-style-type: none"> 1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until; <ol style="list-style-type: none"> a) The coroner of the County in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required; and, b) If the coroner determines the remains to be Native American: <ol style="list-style-type: none"> 1. The coroner shall contact the Native American Heritage Commission within 24 hours. 2. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American. <p>The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources</p>	Public Works Department, During Project Construction	During project construction, the Project Engineer and Construction Manager shall monitor construction activities for any discovery of human remains.

	Code Section 5097.98.		
Hazards & Hazardous Materials	Prior to the approval of the proposed project's Improvement Plans and Final Map, the applicant, or project proponent, shall prepare and submit to the City a Phase I/Environmental Site Assessment (ESA). The recommendations of the Phase I/ESA shall be incorporated into the proposed project, as deemed necessary by City staff.	Public Works Department, Prior to Approval of Improvement Plans	Prior to approval of the Project's Improvement Plans and Final Map, the Project Proponent shall submit a Phase I/Environmental Site Assessment to the City's Public Works Department.
Transportation/Traffic	Widen Mercey Springs Road (SR 165) to allow the highway to be striped with two through lanes in each direction at the SR 165 / Regency Drive intersection.	Public Works Department, Prior to Approval of Improvement Plans	Concurrent to the installation of frontage improvements along Mercey Springs Road (SR 165), the Project Proponent shall widen Mercey Springs Road at the SR 165/ Regency Drive intersection.
Transportation/Traffic	Construct sidewalk as part of project frontage improvements and construct an all-weather path along the west side of SR 165 from the limits of the project to Santa Barbara Drive. If required by Caltrans, construct a pedestrian crossing on SR 165.	Public Works Department, Prior to Approval of Improvement Plans	Concurrent to the installation of frontage improvements along Mercey Springs Road (SR 165) the Project Proponent shall construct sidewalk as part of the project frontage improvements and construct an all-weather path along the westside of SR 165 from the limits of the project to Santa Barbara Drive.
Transportation/Traffic	Locate the southern driveway at a position relative to Regency Drive that is acceptable to Caltrans and the City of Los Banos.	Public Works Department, Prior to	Concurrent to the installation of the frontage

		Approval of Improvement Plans	improvements along Mercey Springs Road (SR 165), the Project Proponent shall locate the southern driveway at a position relative to Regency Drive that is acceptable with California Department of Transportation and the City of Los Banos.
Transportation/Traffic	Prohibit northbound left turns into the northern driveway to the satisfaction of Caltrans and the City of Los Banos.	Public Works Department, Prior to Approval of Improvement Plans	Concurrent to the installation of frontage improvements along Mercey Springs Road (SR 165), the Project Proponent shall install devices/signs that prohibit northbound left turns into the northern driveway to the satisfaction of the California Department of Transportation and the City of Los Banos.
Transportation/Traffic	The project shall contribute its fair share to the cost of regional improvements by making frontage improvements and paying adopted traffic impact fees.	Community & Economic Development Department, prior to issuance of each Building Permit	The project proponent shall contribute the fair share cost of paying adopted traffic fees. Specific timing of frontage improvements shall be determined concurrent to the processing of the improvement plan.



City of Los Banos

With Environmental Culture

NOTICE OF INTENT TO ADOPT MITIGATED NEGATIVE DECLARATION AND NOTICE OF PUBLIC MEETING

Mercey Springs Road Apartments

General Plan Amendment #2018-03, Zone Change #2018-03, and Site Plan Review #2018-07

Notice is hereby given that the City of Los Banos has prepared an Initial Study (IS) of environmental effects, and intends to adopt a Mitigated Negative Declaration (MND), for the Mercey Springs Road Apartments Project, Application Nos. GPA #2018-03, ZC #2018-03, and SPR #2018-07. The proposed project consists of a General Plan Amendment and Zone Change to redesignate approximately 5 acres from Low Density Residential to High Density Residential for the development of 96 multi-family residential units. The project site is located on the west side of Mercey Springs Road (SR 165) north of Santa Barbara Street and east of Santa Venetia Street; more specifically identified as Assessor's Parcel Number: 082-030-051.

The IS/MND has analyzed the potential environmental effects of the project in the range of environmental subject areas specified in the California Environmental Quality Act (CEQA) and the CEQA Guidelines. On the basis of this analysis, the IS/MND finds that the project will not involve any significant environmental effects, provided that the mitigation measures described in the IS/MND are implemented. The City will consider the adoption of the Mitigated Negative Declaration, and proposed mitigation measures in a Mitigation Monitoring/Reporting Plan before approval of the proposed improvement project.

Copies of the IS/MND are available for public review at the City of Los Banos City Hall at 520 J Street, Los Banos, California 93635 and at www.losbanos.org.

The City of Los Banos will accept public and agency comments on the IS/MND during a 30-day review period that will begin on January 4, 2019, and end at 5:00 p.m. on February 3, 2019. Comments may be sent to the City of Los Banos, 520 J Street, Los Banos, CA 93635, Attn: Stacy Souza Elms, Community and Economic Development Director or via email at stacy.elms@losbanos.org.

In addition, notice is hereby given that the Los Banos Planning Commission will consider a recommendation to the Los Banos City Council on the IS/MND and Mitigation Monitoring/Reporting Plan for the project at a public meeting scheduled for February 5, 2019, at 7:00 p.m. in the Council Chambers at Los Banos City Hall, 520 J Street, Los Banos, CA 93635.

Stacy Souza Elms, Community and Economic Development Director

January 4, 2019

520 J Street * Los Banos, CA 93635
(209)827-7000
www.losbanos.org



City of
Los Banos
At the Crossroads of California

Initial Study/ Mitigated Negative Declaration

Mercey Springs Road Apartments

**General Plan Amendment #2018-03, Zone Change #2018-03,
and Site Plan Review #2018-07**

January 4, 2019

Lead Agency:

City of Los Banos

Community and Economic Development Department

Contact: Stacy Souza Elms, Community and Economic Development Director

City Hall 520 J St.

Los Banos, CA 93635

(209)827-2433

www.losbanos.org

Purpose

The California Environmental Quality Act (CEQA) requires that public agencies document and consider the potential environmental effects of any agency actions that meet CEQA's definition of a "Project". Briefly summarized, a "Project" is an action that has the potential to result in direct or indirect physical changes in the environment. A Project includes the agency's direct activities as well as activities that involve public agency approvals or funding. Guidelines for an agency's implementation of CEQA are found in the "CEQA Guidelines" (Title 14, Chapter 3 of the California Code of Regulations).

Provided that a Project is not found to be exempt from CEQA, the first step in the agency's evaluation of the potential environmental effects of the Project is the preparation of an Initial Study. The purpose of an Initial Study is to determine whether the Project would involve "significant" environmental effects as defined by CEQA and to describe feasible mitigation measures that would be necessary to avoid the significant effects or reduce them to a less than significant level. In the event that the Initial Study does not identify significant effects, or identifies mitigation measures that would reduce all of the significant effects of the Project to a less than significant level, the agency may prepare a Negative Declaration. If this is not the case, the agency must prepare an Environmental Impact Report (EIR); the agency may also decide to proceed directly with the preparation of an EIR without preparation of an Initial Study.

The purpose of this Initial Study and Proposed Mitigated Negative Declaration (IS/MND) is to identify the potential environmental impacts and proposed mitigation measures associated with the proposed Sunset Hills Development Project located within the City of Los Banos, County of Merced.

Pursuant to Section 15367 of the CEQA Guidelines, the City is the Lead Agency in the preparation of this IS/MND, and any additional environmental documentation required for the Project. The City has responsibility for approval or denial of the Project application. The intended use of this document is to provide information to support conclusions regarding the potential environmental impacts of the Project. The IS/MND provides the basis for input from public agencies, organizations, and interested members of the public.

Project Location

The Project site is located within the City of Los Banos, County of Merced. Specifically, the project is located on approximate 5 acres (APN: 082-030-051) on the west side of Mercey Springs Road (SR 165) north of Santa Barbara Street and east of Santa Venetia Street. The uses surrounding the site include:

East: Existing single-family residential dwelling units

South: Church of the Nazarene

West: Existing single-family residential dwelling units

North: Vacant land for future single-family residential dwelling units

Project Description

Mercey Bapaz, LLC (Applicant) is proposing a General Plan Amendment and Zone Change to redesignate approximately 5 acres from Low Density Residential to High Density Residential for the development of 96 multi-family residential units. The proposed parcel will be developed in accordance with Title 9, Chapter 3, Article 8, High Density Residential (R-3) of the Los Banos Municipal Code.

A copy of the proposed project's Site Plan is included as part of this Initial Study as Exhibit A.

Domestic water services will be provided by the City of Los Banos by connecting to an existing eight (8) inch water line located on Mercey Springs Road. Sanitary sewer services will be provided by connecting to the City of Los Banos off of Mercey Springs Road. Storm drain services will be provided by connecting to an existing eighteen (18) inch line located on Mercey Springs Road. Fire hydrants will also be installed in accordance with the City of Los Banos Fire Department standards and specifications. Dry utilities (i.e. gas and electric) will be provided via Pacific Gas and Electric.

The existing site includes disked vacant land. No structures currently exist on the site.

Environmental Determination:

The Lead Agency has prepared an Initial Study, following, which considers the potential environmental effects of the proposed project. The Initial Study shows that there is no substantial evidence, in light of the whole record before the Lead Agency, that the project may have a potentially significant effect on the environment, provided that the following mitigation measures are included in the project.

MITIGATION MEASURES:

The following mitigation measures shall be incorporated into the proposed project:

Mitigation Measure V-1:

In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

1. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until;
 - a. The corner of Merced County is contacted to determine that no investigation of the cause of death is required; and
 - b. If the corner determines the remains to be Native American:
 - i. The corner shall contact the Native American Heritage Commission within 24 hours.
 - ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.

The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with

appropriate dignity, the human remains and any associated grave goods as provided in Pubic Resources Code Section 5097.98

Mitigation Measure VIII-1:

Prior to the approval of the proposed project's Improvement Plans and Final Map, the applicant, or project proponent, shall prepare and submit to the City of Los Banos Community and Economic Development Department a Phase 1/Environmental Site Assessment (ESA). The recommendations of the Phase I/ESA shall be incorporated into the proposed project, as deemed necessary by City staff.

Mitigation Measure XVI-1:

Widen Mercey Springs Road (SR 165) to allow the highway to be striped with two through lanes in each direction at the SR 165 / Regency Drive intersection.

Mitigation Measure XVI-2:

Construct sidewalk as part of project frontage improvements and construct an all-weather path along the west side of SR 165 from the limits of the project to Santa Barbara Drive. If required by Caltrans, construct a pedestrian crossing on SR 165.

Mitigation Measure XVI-3:

Locate the southern driveway at a position relative to Regency Drive that is acceptable to Caltrans and the City of Los Banos.

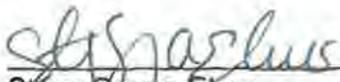
Mitigation Measure XVI-4:

Prohibit northbound left turns into the northern driveway to the satisfaction of Caltrans and the City of Los Banos.

Mitigation Measure XVI-5:

The project shall contribute its fair share to the cost of regional improvements by making frontage improvements and paying adopted traffic impact fees.

Therefore, the Lead Agency proposed to adopt a Mitigated Negative Declaration for the project, in accordance with the provisions of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines.



Stacy Souza Elms,
Community & Economic Development Director

1/3/19

Date

City of Los Banos
520 J Street
Los Banos, CA 93635
(209) 827-7000

Environmental Checklist Form

Project Title

Mercey Springs Road Apartments – GPA #2018-03, ZC #2018-03, and SPR #2018-07

Lead Agency Name and Address

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

Contact Person and Phone Number

Stacy Souza Elms, Community and Economic Development Director
Phone: (209) 827-2433
stacy.elms@losbanos.org

Project Sponsor's Name and Address

Mercy Bapaz, LLC.
115 W. G St., Suite B
Los Banos, CA 93635

Project Location and Setting

The Project site is located within the City of Los Banos, County of Merced. Specifically, the project is located on approximately 5 acres (APN: 082-030-051) on the west side of Mercey Springs Road (SR 165) north of Santa Barbara Street and east of Santa Venetia Street. The uses surrounding the site include:

East: Existing single-family residential dwelling units

South: Church of the Nazarene

West: Existing single-family residential dwelling units

North: Vacant land for future single-family residential dwelling units

Figure 1 - Location Map, provides an illustration of the proposed project's regional location.

Figure 2 – Vicinity Map, provides an illustration of the proposed projects actual site.

The proposed project site has been vacant and undeveloped for over 30 years. Urban development (primarily residential development) has occurred on all four sides of the project site, along with associated street and utility improvements. Topography of the site is relatively flat. There is small vegetation located throughout the project site. This tree and other vegetation will be removed as part of the development of the proposed project. There are no structures located on the project site.

General Plan and Zoning Designations

General Plan: Low Density Residential

Zoning: Low Density Residential (R-1)

Project Description

Mercey Bapaz, LLC (Applicant) is proposing a General Plan Amendment and Zone Change to redesignate approximately 5 acres from Low Density Residential to High Density Residential for the development of 96 multi-family residential units. The proposed parcel will be developed in accordance with Title 9, Chapter 3, Article 8, High Density Residential (R-3) of the Los Banos Municipal Code.

A copy of the proposed project's Site Plan is included as part of this Initial Study as Exhibit A.

Domestic water services will be provided by the City of Los Banos by connecting to an existing eight (8) inch water line located on Mercey Springs Road. Sanitary sewer services will be provided by connecting to the City of Los Banos off of Mercey Springs Road. Storm drain services will be provided by connecting to an existing eighteen (18) inch line located on Mercey Springs Road. Fire hydrants will also be installed in accordance with the City of Los Banos Fire Department standards and specifications. Dry utilities (i.e. gas and electric) will be provided via Pacific Gas and Electric.

The existing site includes disked vacant land. No structures currently exist on the site.

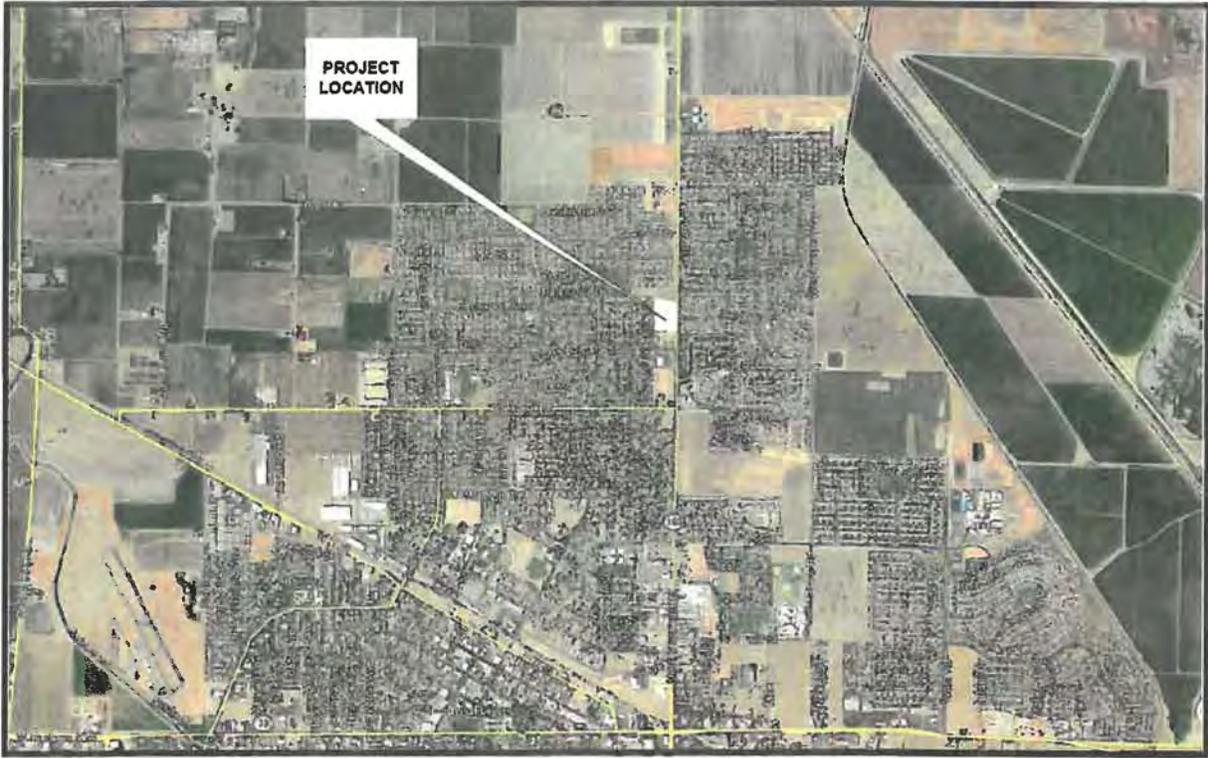


Figure 1 – Location Map



Figure 2 – Vicinity Map

SUMMARY OF ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED: (Boxes are checked below if the proposed project has the potential to cause significant impacts. If none then "No Significant Impacts" may be checked)

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input checked="" type="checkbox"/> Biological Resources | <input checked="" type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/ Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input checked="" type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/ Water Quality |
| <input type="checkbox"/> Land Use/ Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/ Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input checked="" type="checkbox"/> Transportation/ Traffic | <input type="checkbox"/> Tribal Cultural Resources | <input type="checkbox"/> Utilities/Service Systems |
| <input type="checkbox"/> Mandatory Findings of Significance | | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

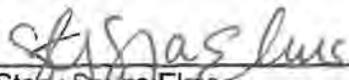
I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

X I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have significant effect on the environment, because all potentially significant effect (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standard, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



 Stacy Souza Elms,
 Community & Economic Development Director

1/3/19

 Date

EVALUATION OF ENVIRONMENTAL IMPACTS:

Notes:

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources cited in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors, as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
2. All answers must take account of the whole action involved, including off-site, as well as on-site, cumulative, as well as project-level, indirect, as well as direct, and construction, as well as operational impacts.
3. Once a determination has been made that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
5. Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impact Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
6. Information sources for potential impacts (e.g., general plans, zoning ordinances) have been incorporated into the checklist references. Reference to a previously prepared or outside document, where appropriate, includes a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: A source list is attached, and other sources used or individuals contacted are cited in the discussion.
8. This initial study format is the format suggested in the 2018 CEQA Guidelines.
9. The explanation of each issue identifies:
 - a. the significance criteria or threshold, if any, used to evaluate each question; and
 - b. the mitigation measure identified, if any, to reduce the impact to less than significant

ENVIRONMENTAL REVIEW CHECKLIST: (A brief answer to all questions is provided)

	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

I. **Aesthetics. Would the proposal:**

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: According to the City of Los Banos 2030 General Plan and Environmental Impact Report (EIR), the proposed project area is not considered a scenic vista. Therefore, the proposed project will have a less than significant impact.

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. Substantially damage scenic resources including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: The proposed project is not located on a State designated highway. Based on a review of the California Department of Transportation website (http://www.dot.ca.gov/hq/LandArch/16_livability/scenic_highways/index.htm), the nearest State scenic highway is Interstate 5, between the SR 152 and north to the San Joaquin County line. The proposed project is not located on or adjacent to Interstate 5 or SR 152, and therefore will have no impact to a State scenic highway.

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c. Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project is located on an approximately 5 acre vacant site within the City of Los Banos and is currently surrounded by urban development on all four sides. The existing visual character of the proposed project and its surroundings consists of commercial and single-family residential development. The construction of multi-family structures consisting of 96 dwelling units in this area would alter the existing visual character of the project site; however, given that it would be located adjacent to existing residential development within the City limits, it would be considered contextually consistent with surrounding land uses.

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: Development of the proposed project will include the installation of street lighting and lighting associated with multi-family residential development. As such, the proposed project will result in a new source of light. However, any street lighting installed will be installed in accordance with the City of Los Banos standards and specifications. In addition, the project site is surrounded by existing development on four sides and associated lighting (i.e. street lighting, residential lighting, etc.). Therefore, the proposed project will have a less than significant impact to lighting and glare.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

II. **Agriculture and Forest Resources** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

a. Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring program of the California Resource Agency, to non-agricultural use?

Comments: According to the State of California Department of Conservation Farmland Mapping and Monitoring Program, the proposed project is located on land classified as "Urban and Built-Up Land" and is not located on soils classified as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. Therefore, the proposed project will have a less than significant impact.

b. Conflict with existing zoning for agricultural use, or a Williamson Act Contract?

Comments: The proposed project is currently zoned Low Density Residential (R-1), the applicant is requesting the adoption of a General Plan Amendment and Zone Change that would allow High Density Residential uses. The project site was evaluated by the City of Los Banos 2030 General Plan/EIR and identified as being "Urban and Built-Up Land", and therefore, is not considered to be agricultural or forest land. In addition, a Williamson Act Contract does not exist for the project site. Therefore, the proposed project will have no impact.

c. Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

Comments: Please refer to comment II.b.

d. Result in the loss of forest land or conversion of forest land to non-forest use?

Comments: The proposed project is located on existing fallow land, and is surrounded by existing residential land uses to the north, east, west and a place of worship to the south. The project site is not situated on lands considered to be forest land. Therefore, the proposed project will have no impact.

e. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Comments: As noted above, the proposed project is located on existing fallow land that is not in production for agricultural crops. The project site is surrounded by existing residential land uses to the north, east, and west, and civic institutional use to the south and it is designated and zoned for urban development by the City of Los Banos 2030 General Plan and the Los Banos Municipal Code. Therefore, the proposed project will have a less than significant impact.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

Categories and Issues:

- III. **Air Quality** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:
- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. Conflict with or obstruct implementation of the applicable air quality plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursor)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Expose sensitive receptors to substantial pollutant concentrations? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e. Create objectionable odors affecting a substantial number of people? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

BACKGROUND DISCUSSION:

The proposed project is located in west Merced County, which is a portion of the San Joaquin Valley Air Basin (SJVAB). Air quality management under the federal and state Clean Air Acts is the responsibility of the San Joaquin Valley Air Pollution Control District (SJVAPCD).

The Federal and State governments have adopted ambient air quality standards (AAQS) for the primary air pollutants of concern, known as "criteria" air pollutants. Air quality is managed by the SJVAPCD to attain these standards. Primary standards are established to protect the public health; secondary standards are established to protect the public welfare. The attainment status of the SJVAB for Merced County with respect to the applicable AAQS are shown in the following table.

The SJVAB is considered non-attainment for ozone and particulate matter (PM10 and PM2.5), because the AAQS for the pollutants are sometimes exceeded. The SJVAB is Attainment/Unclassified for carbon monoxide, but select areas, not including the City of Los Banos, are required to abide by adopted carbon monoxide maintenance plans.

The California Air Resources Board (CARB) through the Air Toxics Program is responsible for the identification and control of exposure to air toxics, and notification of people that are subject to significant air toxic exposure. A principal air toxic is diesel particulate matter, which is a component of diesel engine exhaust.

The SJVAPCD has adopted regulations establishing control over air pollutant emissions associated with land development and related activities. These regulations include:

- Regulation VIII (Fugitive Dust Rules)
- Rule 4101 (Visible Emissions)
- Rule 9510 (Indirect Source Review)

SAN JOAQUIN VALLEY FEDERAL AND STATE AAQS ATTAINMENT STATUS

Pollutant	Designation / Classification Federal Standards ^a	State Standards ^b
Ozone, 1-hour	No federal standard ^d	Nonattainment / Severe
Ozone, 8-hour	Nonattainment / Extreme ^e	Nonattainment
PM10	Attainment ^c	Nonattainment
PM2.5	Nonattainment ^d	Nonattainment
Carbon Monoxide	Attainment / Unclassified	Attainment / Unclassified
Nitrogen Dioxide	Attainment / Unclassified	Attainment
Sulfur Dioxide	Attainment / Unclassified	Attainment
Lead (particulate)	No designation	Attainment
Hydrogen Sulfide	No federal standard	Unclassified
Sulfates	No federal standard	Attainment
Visibility-Reducing Particles	No federal standard	Unclassified
Vinyl Chloride	No federal standard	Attainment

^aSee 40 CFR Part 81

^bSee CCR Title 17 Sections 60200-60210

^cOn September 25, 2008, EPA redesignated the San Joaquin Valley to Attainment for the PM10 National AAQS and approved the PM10 Maintenance Plan

^dThe SJV is designated nonattainment for the 1997 PM2.5 NAAQS. EPA designated the SJV as nonattainment for the 2006 PM2.5 on November 13, 2009 (effective December 14, 2009).

^eThough the SJV was initially classified as serious nonattainment for the 1997 8-hour ozone standard, EPA approved reclassification of the SJV to extreme nonattainment in the Federal Register on May, 2010 (effective June 4, 2010).

^fEffective June 15, 2005, the EPA revoked the federal 1-hour ozone standard, including associated designations and classifications. EPA has previously classified the SJV as extreme nonattainment for this standard. EPA approved the 2004 Extreme Ozone Attainment Demonstration Plan on March 8, 2010 (effective April 7, 2010). Many applicable requirements for extreme 1-hour ozone nonattainment areas continue to apply to the SJVAB.

The SJVAPCD has adopted a CEQA impact analysis guideline titled *Guide for Assessing and Mitigating Air Quality Impacts (GAMAQI)*. The GAMAQI is utilized in the following air quality impact analysis where applicable. The GAMAQI establishes impact significance thresholds for the non-attainment pollutant PM10 and precursors to the non-attainment pollutant ozone: reactive organic gases (ROG) and oxides of nitrogen (NOx).

ROG	10 tons/year
NOx	10 tons/year
PM10	15 tons/year

Projects that do not generate emissions in excess of these thresholds are considered to have less than significant air quality impacts. In accordance with Table 5-3(a) of GAMAQI, the proposed project is considered a Small Project Analysis Level (SPAL), as it contains less than 390 multi-family units. Because the proposed project qualifies as SPAL, GAMAQI notes that it has no possibility of exceeding emission thresholds.

Project construction will be subject to SJVAPCD rules related to control of construction emissions, including the various rules comprising Regulation VIII. The application of these rules to the project will further limit the potential air quality effects of the project.

The project will generate small amounts of new on-road traffic and associated ROG, NOx and PM emissions during project operation. Operation of the project site will not generate any substantial air emissions. As shown in the table below, potential emissions from project operation will be incidental and will not approach the GAMAQI significance thresholds.

Potentially significant emissions related to the construction and operation of land development projects are subject to regulation under SJVAPCD Rule 9510 Indirect Sources. Development associated with the proposed project will exceed the thresholds triggering the requirements of Rule 9510. Therefore, the project proponent will be required to comply with Rule 9510 and conduct an Indirect Source Review (ISR) process with the SJVAPCD.

COMMENTS:

- a) The proposed project will not involve any conflict with, or potential to obstruct, implementation of, applicable Air Quality Attainment Plans. As discussed above, project related air emissions will be minor and below the threshold identified in GAMAQI. Therefore, the proposed project will have a less than significant impact.
- b) Proposed project construction emissions will be minor and short-term, and will not contribute to or cause violation to any air quality standards. The proposed project will not involve any substantial operational emissions. Therefore, the proposed project will have a less than significant impact.
- c) The proposed project will result in minor ROG, NOx, and particulate matter emissions during project construction, which will contribute to existing non-attainment status of the SJVAB for ozone and particulate matter. However, in accordance with GAMAQI, these emissions are considered to be below the threshold and therefore be less than significant. The proposed project will be required to comply with Rule 9510, and conduct an ISR process with the SJVAPCD. The ISR process will determine the proposed project's actual emission and subsequently, allow for mitigation under Rule 9510. Therefore, the proposed project will have a less than significant impact.
- d) Sensitive receptors are defined as facilities that house or attract children, the elderly, people with illnesses, or others who are especially sensitive to the effects of air pollutants. Hospitals, schools, convalescent facilities, and residential areas are examples of sensitive receptors.

The proposed project is located in the vicinity of residential areas as it is surrounded on three sides by existing residential development. However, because the proposed project is considered a Small Project Analysis Level (SPAL) under GAMAQI, the proposed project has no possibility of exceeding the emission thresholds and therefore, will have a less than significant impact.

- e) The proposed project does not involve any features that will generate odors. Therefore, the proposed project will have a less than significant impact.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

IV. Biological Resources Would the project:

- a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulation, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- | | | | |
|--------------------------|--------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: As noted previously, the proposed project is located on vacant, undisturbed land, and is surrounded by urban development on the north, south, east, and west sides. However, based on a review of the City's 2030 General Plan EIR, and most notably, Figure 3.8-1, the proposed project is not located within any areas known for the potential of containing special status species and or habitats. Therefore, the proposed project will have a less than significant impact.

- b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?
- | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: Based on the Los Banos 2030 General Plan and EIR, the proposed project is not located within an area known to contain riparian habitat. Most, if not all, of the riparian habitat located within the City is located along Los Banos Creek. The proposed project is not located within, or adjacent to Los Banos Creek. Therefore, the proposed project will have no impact.

- c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: Based on the Los Banos 2030 General Plan and EIR, there are no identified wetlands within the project site. Therefore, the proposed project will have no impact.

- d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- | | | | |
|--------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Comments: The proposed project is surrounded by existing development on the north, south, east and west sides. New development created as a result of the proposed project would have minimal impacts to wildlife corridors as surrounding urban development already exist. Therefore, the proposed project will have no impact.

- e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Comments: Development of the proposed project will not require the removal of any trees. Therefore, the proposed project will have no impact.

- f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?
- | | | | |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Comments: The City of Los Banos, including the proposed project, is not located within an adopted Habitat Conservation Plan or Natural Community Plan. Therefore, the proposed project will have no impact.

Categories and Issues:	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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V. **Cultural Resources** Would the project:

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| a. Cause a substantial adverse change in the significance of a historical resource as defined in section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project site is currently vacant with ruderal vegetation and does not contain any buildings or structures. Based on a review of the Los Banos 2030 General Plan EIR, there are thirteen (13) historic resource sites within the City's Planning Area, primarily in the downtown area. None of these sites include the proposed project. As such, there are no historic resources or sites as defined by Section 15064.5 of the Government Code within the proposed project area. Therefore, the proposed project will have a less than significant impact.

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| b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to section 15064.5? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
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Comments: Based on a review of the Los Banos 2030 General Plan and EIR, the Los Banos Creek area has been identified as a highly sensitive area for potential archaeological sites. The proposed project is not located within the Los Banos Creek area, and therefore, potential impacts to archaeological resources are considered to be minimal. The project site has been disked yearly to reduce potential fire hazards and given the disturbed nature of the project site it would be unlikely that unknown cultural resources would be found on-site during grading and excavation associated with construction and installation of utilities for the new development. Therefore, the proposed project will have a less than significant impact.

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| c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The Los Banos 2030 General Plan and EIR do not identify any unique paleontological resources or sites or unique geologic features within the proposed project area. As noted in the 2030 General Plan, paleontological resources have been typically identified within the Los Banos Creek area. Therefore, the proposed project will have a less than significant impact.

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| d. Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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Comments: It is not anticipated that the proposed project will disturb any human remains. However, through development and construction of the proposed project, human remains may be identified, particularly during activities requiring ground disturbance (i.e. grading, trench digging, etc.). As such, the proposed project shall incorporate Mitigation Measure No. V-1, specified below, in accordance with Section 15064.5(e) of the CEQA Guidelines, to reduce any potentially significant impacts to a level of less than significant.

Mitigation Measure V-1: In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps shall be taken:

2. There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until;
 - a. The coroner of Merced County is contacted to determine that no investigation of the cause of death is required; and
 - b. If the coroner determines the remains to be Native American:
 - i. The coroner shall contact the Native American Heritage Commission within 24 hours.
 - ii. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.
 - iii. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98

Categories and Issues:	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
VI. Geology and Soils Would the project:				
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
1) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: No known earthquake faults traverse the project site. The effects of seismic activity were addressed in the Los Banos General Plan EIR and found to be potentially significant. Implementation of General Plan policies S-I-8 mitigates this potentially significant impact to a less than significant level. Policy S-I-8 requires all new buildings be built according to the seismic requirements of the Uniform Building Code. Therefore, these potential impacts are considered less than significant. No further environmental review is necessary.

b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Comments: Development of the proposed project will include grading of the site to allow for the installation of multi-family residential building units. Thus, said grading would result in the loss of topsoil. However, through the preparation of Improvement Plans, the proposed project will be required to obtain a Grading Permit from the City of Los Banos. The Grading Permit process will ensure the proposed project is graded in accordance with the City of Los Banos Standards and Specifications. Therefore, the proposed project will have a less than significant impact.

c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Comments: According to the United States Department of Agriculture (USDA) <https://websolssurvey.sc.egov.usda.gov/App/WebSoilSurvey.aspx> the soils in the area of the project site are primarily Stanislaus-Dosamigos-Urban land complex on flat or nearly flat ground that may be subject to vertical displacement under seismic or static conditions. Such movement could include settlement, compaction, or liquefaction. Future development on the project site (e.g. single-family dwelling units and access driveways) would implement standard engineering and seismic safety design techniques in conformance with the recommendation of a project specific design level geotechnical investigation as a standard condition of development would reduce potential impacts to less than significant.

d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Comments: As noted above, the soils within the project area are generally Stanislaus-Dosamigos-Urban land complex. The soil is well drained, but has moderate expansion potential. Future development on the project site would be required to follow the recommendations of a project-specific design-level geotechnical investigation as a standard condition of development. Development within the City of Los Banos would require review and approval by the Los Banos Building Department and the City Engineer. Given that the proposed project would be required to conform to the recommendations of the geotechnical report and the requirements of the City of Los Banos, the potential risks associated with expansive soils would be reduced to less than significant levels.

e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water?

Comments: The proposed project consists of a General Plan Amendment, Zone Change, and Site Plan Review for the development of 96 multi-family residential units, which will be served by City of Los Banos sanitary sewer system. The use of septic tanks or alternative water systems are not part of the proposed project. Therefore, the proposed project will have no impact.

Categories and Issues:	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
VII. Greenhouse Gas Emissions Would the project:				
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Background Discussion:

Human-generated emissions greenhouse gases (GHGs) are understood to be an important cause of global climate change, which is a subject of increasing scientific, public concern, and government action. Atmospheric concentrations of GHGs that trap heat in the earth's atmosphere and lead to a variety of effects, including increasing temperature, changes in patterns and intensity of weather and various secondary effects resulting from those changes, including potential effects on public health and safety.

California AB 32 identifies global climate change as a "serious threat to the economic well-being, public health, natural resources and the environment of California." As a result, global climate change is an issue that needs to be considered under CEQA.

GHGs include carbon dioxide (CO2), the most abundant GHG, as well as methane, nitrous oxide and other gases, each of which have GHG potential that is several times that of CO2. GHG emissions result from combustion of carbon-based fuels; major GHG sources in California include transportation (40.7%), electric power generation (20.5%), industrial (20.5%), agriculture and forestry (8.3%) and others (8.3%).

The State of California is actively engaged in developing and implementing strategies for reducing GHG emissions. State programs for GHG reduction include a regional cap-and-trade program, new industrial and emission control technologies, alternative energy generation technologies, advanced energy conservation in lighting, heating, cooling and ventilation, reduced-carbon fuels, hybrid and electric vehicles, and other methods of improving vehicle mileage reduction programs. Using these and other strategies, the State's Global Climate Change Scoping Plan, adopted in December 2008, proposes to achieve a 29% reduction in projected business-as-usual emission levels for 2020.

The City of Los Banos 2030 General Plan and EIR includes policies and mitigation measures that reduce the impact level that is less than significant. Policies POSR-I-46, 52, 53, and C-I-4 of the City's 2030 General Plan include measures, that upon implementation, helps reduce the amount of greenhouse gases generated per capita in the City. It is important to note that the proposed project is consistent with the City's 2030 General Plan.

The SJVAPCD adopted a Climate Change Action Plan in 2008, and issued guidance for development project compliance with the plan in 2009. The guidance adopted an approach that relies on the use of Best Performance Standards to reduce GHG emissions. Projects implementing Best Performance Standards would be determined to have a less than cumulatively significant impact. For projects not implementing Best Performance Standards, demonstration of a 29% reduction in GHG emissions from business-as-usual conditions is required to determine that a project would have a less than cumulatively significant impact.

Comments:

VII-a) The proposed project would not generate any substantial greenhouse gas emissions beyond what has previously been identified in the City's 2030 General Plan and EIR. The proposed project is consistent with the 2030 General Plan, and will comply with the Policies noted in the discussion above.

VII-b) The proposed project will not involve any known conflict with any adopted plan, policy, or regulation for reducing greenhouse gas emissions. The City of Los Banos also requires that all buildings conform to the energy conservation requirements of the California Administrative Code Title 24, as well as the California Green Building Standards (CALGreen) code, which includes requirements for energy and water conservation in new construction.

Categories and Issues:	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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VIII. **Hazards and Hazardous Material** Would the project:

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|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Comments: General Plan Amendment, Zone Change, and development of a multi-family residential structures do not typically involve the transport, use, or disposal of hazardous materials. However, the project site was historically used for agricultural purposes over 20 years ago, and as such, there may be hazardous materials within the soil. Therefore, prior to the approval of the proposed project's Improvement Plans and Final Map, the applicant, or project proponent, shall prepare and submit to the City a Phase I/Environmental Site Assessment (ESA). The recommendations of the Phase I/ESA shall be incorporated into the proposed project, as necessary. Therefore, the proposed project will have a less than significant impact with mitigation incorporated. Refer to Mitigation Measure VIII-1, below.

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| b. Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: It is not anticipated that through the General Plan Amendment, Zone Change, and development of the proposed project, foreseeable upset and accident conditions will occur. Development of the proposed project will comply with all Federal, State, and local policies and regulations related to the construction of the proposed project. Therefore, the proposed project will have a less than significant impact.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project is not located within the quarter mile proximity of an existing or proposed school. However, as noted above in VIII-a, the General Plan Amendment, Zone Change, and development of a multi-family residential do not typically involve the emission of handling of hazardous materials are identified, all Federal, State, and local policies and regulations related to hazardous materials shall be complied with. Therefore, the proposed project will have a less than significant impact.

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| d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: Appendix A of the Los Banos 2030 General Plan provides a list of hazardous sites within the City of Los Banos. Based on a review of Appendix A, the proposed project is not located on a site identified as hazardous. Therefore, the proposed project will have no impact.

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| e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: The Los Banos Municipal Airport is located within the City of Los Banos and is a general aviation facility with a single paved runway 3,800 feet in length. According to the Merced County Airport Land Use Compatibility Plan, adopted June 21, 2012, the proposed project is not located within the airport's "Airport Influence Area". Therefore, the proposed project will have no impact.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: The project site is not located within the vicinity of a private airstrip. Therefore, the proposed project will have no impact.

- g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Comments: The Los Banos Fire Department has reviewed the proposed project, and provided feedback to ensure the proposed project complies with any emergency response plan or emergency evacuation plan. To ensure this compliance, the project proponent will be required to submit for approval to the Los Banos Fire Department the proposed project's Improvement Plans. This approval shall occur prior to the approval and recordation of the proposed project's Final Map. Therefore, the proposed project will have a less than significant impact.

- h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?

Comments: The proposed project is located within an urban area and within the City of Los Banos, and is surrounded by existing development on the north, south, and west sides. As such, no wildlands exist within or adjacent to the proposed project. Therefore, the proposed project will have no impact.

Mitigation Measure VIII-1: Prior to the approval of the proposed project's Improvement Plans, the applicant, or project proponent, shall prepare and submit to the City of Los Banos Community and Economic Development Department a Phase 1/Environmental Site Assessment (ESA). The recommendations of the Phase I/ESA shall be incorporated into the proposed project, as deemed necessary by City staff.

Categories and Issues:	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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IX. **Hydrology and Water Quality** Would the project:

- a. Violate any water quality standards or waste discharge requirements?

Comments: The proposed project will not violate any Federal, State, or local water quality standards or waste discharge requirements. Prior to the approval and recordation of the proposed project's Final Map, the Applicant will be required to obtain approval from the City of Los Banos for the project's Improvement Plans. These Improvement Plans include the design of infrastructure (i.e. water, sanitary sewer, storm drainage) required for the proposed project. Review and approval by City staff will ensure the proposed project complies with any applicable water quality standards and waste discharge requirements. Therefore, the proposed project will have a less than significant impact.

- b. Substantially deplete groundwater supplies or interfere substantially with ground water recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?

Comments: The domestic water infrastructure proposed as part of the proposed project consists of connecting to the City of Los Banos existing domestic water system. According to Section 8.2 of the Los Banos 2030 General Plan, "the 2008 Urban Water Management Plan estimates that this supply is sufficient to meet City needs through 2030." Therefore, it is anticipated that the City has sufficient supply to meet the demands of the proposed project. As such, the proposed project will have a less than significant impact.

- c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?

Comments: The proposed project will alter the existing drainage pattern of the site through construction and converting the site from vacant land to urban development. However, the proposed project, and its storm drainage design, will comply with the City's Drainage Design Manual and City Standards and Specifications. Compliance will be ensured through the proposed project's Improvement Plan process. Therefore, the proposed project will have a less than significant impact.

- d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?

Comments: The proposed project will contribute runoff water by adding 96 multi-family residential units and associated improvements (i.e. streets, water, sanitary sewer, storm drainage, etc.). However, through the design of the proposed project's storm drainage system, the project proponent will be required to comply with the Los Banos Drainage Design Manual and the City's Standards and Specifications. Therefore, the proposed project will have a less than significant impact.

- e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Comments: The proposed project will not degrade water quality within the vicinity of the project site. Therefore, the proposed project will have a less than significant impact.

- f. Otherwise substantially degrade water quality?

Comments: Please refer to the comments and determination above, for IX-a.

- g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?

Comments: Based on a review of FEMA Flood Map No. 06047C0850G, dated December 2, 2008, which includes the proposed project site, the proposed project is not located within a 100-year flood plain. Therefore, the proposed project will have no impact.

- h. Place within a 100-year flood hazard area structures which would impede or redirect flood flows?

Comments: Please refer to the comments and determination above, for IX-g.

- i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?

Comments: The proposed project is located within the Planning Area as it defined in the Los Banos 2030 General Plan. According to Section 7.2 of the Los Banos 2030 General Plan, "three dams close to Los Banos have the potential of inundating portions or the whole of the Planning Area. Flood zone mapping by the U.S. Army Corps of Engineers indicates that all of the Planning Area is located within the San Luis Reservoir dam inundation area. Northern portions of the Planning Area are also located within the Los Banos Detention Reservoir and the Little Panoche Reservoir Dam inundation area." All three dams are owned by the Bureau of Reclamation, and are inspected regularly for their structural integrity. In response to the potential of inundation by a result of dam failure, the City has adopted General Plan policies, which include coordination with the U.S. Army Corps of Engineers on potential flooding risks, and ensuring that City staff and Emergency Response Services are trained to respond to catastrophic dam failure. Therefore, the proposed project will have a less than significant impact.

- j. Inundation by seiche, tsunami, or mudflow?

Comments: The City of Los Banos, including the proposed project, is located approximately sixty-six (66) miles east of the Pacific Ocean. Exposure of future residents within the proposed project to the risk of seiches, tsunami, or mudflows is minimal. Therefore, the proposed project will have no impact.

	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

X. **Land Use and Planning** Would the project:

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|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. Physically divide an established community? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project is located within the City of Los Banos, which is an urbanized City located along State Route 152 and State Route 165. Specifically, the proposed project is surrounded by existing residential and urban development on the north, south, east, and west sides of the project site. No new streets are proposed to be developed as a result of the proposed development. Therefore, the proposed project would not physically divide the established community, and would have no impact.

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project would be consistent with existing uses in the project vicinity and would not result in substantial land use conflicts with the surrounding residential uses in the area. The project proposes to amend the General Plan to designate the approximate 5 acre project site from Low Density Residential to High Density Residential and Re-Zone the property from Low Density Residential (R-1) to High Density Residential (R-3), which would be consistent with the surrounding area that is primarily a mixture of single-family dwelling units. The High Density Residential Zoning District (R-3) is intended to stabilize and maintain the residential character of the district for multifamily living with substantial space for cooperatively-used facilities and open spaces, which would be consistent with the surrounding area. Thus, the proposed General Plan Amendment to the land use designations and Zone Change would be consistent with the overall intent of the Los Banos 2030 General Plan and the Los Banos Municipal Code.

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| c. Conflict with any applicable habitat conservation plan or natural community conservation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
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Comments: The proposed project is not located within an adopted Habitat Conservation Plan or Natural Community Conservation Plan. Therefore, the proposed project will have no impact.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XI. **Mineral Resources** Would the project:

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| a. | Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. | Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Comments XI-a,b: Section 5.6 of the Los Banos 2030 General Plan, dated July 15, 2009, states, "According to the Department of Conservation: Mines and Geology, there are no known significant mineral resources located within the Planning Area. The Planning Area contains parts of San Luis Ranch alluvium and Modesto alluvium, known mineral occurrences of underdetermined mineral resources significance. According to the State Office of Mine Reclamation, sand and gravel is currently mined within portions of the Los Banos Creek Fan, located southwest of the Planning Area. Although further exploration of the Planning Area could result in the reclassification of specific localities, no mineral resources have been historically exploited or are being currently exploited commercially within the Planning Area."

The proposed project is located within the Planning Area as it is defined in the Los Banos 2030 General Plan, and is consistent with the land use designation prescribed by the General Plan. Therefore, as determined in the Los Banos 2030 General Plan, the proposed project will have no impact to mineral resources of Statewide or local importance.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XII. **Noise** Would the project:

- a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Comments: Within the City of Los Banos, a primary source of noise is vehicle traffic. Under the City of Los Banos 2030 General Plan noise standards, the maximum allowable noise exposure to ground transportation is 60 dB CNEL for outdoor activity areas in residential, transient lodging, medical facilities, and church land uses. These land uses, which include the proposed project (residential), require a maximum allowable noise level of 45 dB CNEL for interior spaces. The proposed project will increase the number of vehicle trips within the project area. However, based on a review of Figure 3.11-3 of the Los Banos 2030 General Plan EIR, the proposed project is not located within an area identified as exceeding the City's General Plan noise standard upon build-out of the City's "Planning Area." Therefore, the proposed project will not exceed the Los Banos General Plan noise standards, and will have a less than significant impact.

- b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?

Comments: Construction of the proposed project will expose residence within the surrounding area to groundborne vibration and noise levels. However, that exposure will be temporary, and the project proponent will be required to comply with the Los Banos Noise Control Ordinance, Article 27. Therefore, the proposed project will have a less than significant impact.

- c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?

Comments: The Los Banos 2030 General Plan EIR states, "The future noise contours suggest that even at build-out there is virtually no land, other than directly on the roadways, being exposed to noise levels above 60 dB." Figure 3.11-3 of the 2030 General Plan EIR further illustrates areas within the City that would be exposed to noise levels above the City's standard. Development of the proposed project will increase noise levels in the project area. However, the proposed project is not located within an area anticipated to generate noise levels above the standard identified in the Los Banos 2030 General Plan. Therefore, the proposed project will have a less than significant impact.

- d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?

Comments: Please refer to XII-c for comments and determination.

- e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Comments: Figure 3-11.2 of the 2030 General Plan EIR illustrates the existing noise contours as it relates to the airport. The 55 dBA CNEL noise contour line for the airport does not enter the project site, so noise levels from aircraft operations do not exceed standards. Therefore, the proposed project will have no impact.

- f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

Comments: The project site is not located within the vicinity of a private airstrip. Therefore, no impacts would occur related to noise from a private airstrip.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XIII **Population and Housing** Would the project:

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|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: According to the California Department of Finance (January 1, 2017), the population of Los Banos is 40,986 persons with an average of 3.59 persons per household. The proposed project would enable the future development of 96 multi-family dwelling units within the City of Los Banos. With an average of 3.59 persons per household, the addition of 96 multi-family dwelling units within the City of Los Banos could add up to 345 people to the City. The potential population increase as a result of the project implementation is relatively low. Thus the proposed project would not induce substantial population growth. Therefore, the proposed project will have a less than significant impact.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: The proposed project will not require the displacement of existing housing which would necessitate the construction of replacement housing. Therefore, the proposed project will have no impact.

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|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: The proposed project site is currently vacant, and at build-out will not displace substantial number of existing housing. Therefore, the proposed project will have no impact.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XIV. Public Services

a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

1) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: The proposed project consists of a General Plan Amendment, Zone Change, and development of 96 multi-family residential units. The addition of these units and future residents will impact public services such as fire protection, police protection, schools, and parks.

Fire and police protection are provided by the City of Los Banos via the Los Banos Fire Department and Los Banos Police Department. To offset any potential impacts to fire and police services as a result of the proposed project, the proposed project will be required to pay the appropriate Capital Facilities Fees at the time a Building Permit is issued. In addition, as a Condition of Approval for the proposed project, the project will be required to annex into Community Facilities District (CFD) No. 2002-01 (Public Safety Services), which is an annual tax assessed to each new parcel within the proposed project. Therefore, potential impacts to fire and police protection services will be offset by payment of the applicable Capital Facilities Fees and annexing into CFD 2002-01. Therefore, the proposed project will have a less than significant impact.

The proposed project is located within the Los Banos Unified School District (LBUSD). According to LBUSD School Facility Needs Analysis and Justification Study, dated April 2014, the proposed project will generate twenty-four (94) students within the LBUSD. 2030 General Plan Policy LU-I-8 states, "Require new development to pay its proportionate share of the costs of public infrastructure, services and transportation facilities. This shall include parks, fire, and police stations, schools, utilities, roads, and other needed infrastructure."

Specifically, based on the Table 1-8, Student Generation Rates, of the LBUSD School Facilities Needs Analysis, the proposed project will generate the following students per grade group:

Grade Group	Single-Family Student Generation Rate	Number of Students Generated by Proposed Project
K-6	0.594	57
7-8	0.163	16
9-12	0.216	21
Total		94

According to the LBUSD Boundary Map, these students generated by the proposed will likely attend the following schools:

- R.M. Miano Elementary, which would see an increase of 57 students generated by the proposed project;
- Los Banos Junior High School, which would see an increase of 16 students generated by the proposed project; and,
- Pacheco High School, which would see an increase of 21 students generated by the proposed project.

The LBUSD School Facility Needs Analysis and Justification Study, dated April 2014, states, "The District's current and projected enrollments are larger than its pupil capacity at the K-6 and 7-8 grade levels. The District, therefore, does not have sufficient capacity to house students generated by future development."

In addition, as noted above, the Los Banos Unified School District ("District") has prepared and adopted a School Facility Needs

Analysis, and in accordance with Senate Bill 50, has adopted Level II and III impact fees. Resolution No. 15-18, adopted by the District Board on May 10, 2018, established a Level II Fee of \$5.98 per square foot for new residential development, and a Level III Fee of \$11.96 per square foot. For the proposed project, the District's Level II Fees shall be applied in accordance with Resolution No. 15-18.

Page 4 of Resolution No. 15-18 states, "Additional Mitigation Methods. The fees set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake any and all additional methods to finance school facilities. The Board recognizes that the fees established herein represent the full and complete mitigation on school facilities of impacts related to actions by local government, including but not limited to, the planning, use or development of real property. The Board also reserves the authority to substitute the dedication of land or other property, or other form of a requirement in lieu of the fees levied by this Resolution."

It is also important to note that the LBUSD has acquired property for the development of an elementary school and has plans to expand an existing elementary school. The location of these properties are as follows:

New Elementary School:

APN No. 428-280-007, 008, and 009

16 acres

Located: East B Street/Place Road

In accordance with Resolution No. 15-18, as well as General Plan Policy LU-I-8, the direct impacts to school facilities associated with the proposed project will be mitigated via payment of the Level II impact fees adopted by the LBUSD Board of Education.

The proposed project will impact parks and recreational facilities by adding additional residential units and residents within the City. However, to offset any potential impacts, the developer of the proposed project shall pay the applicable Capital Facilities Fees at the time of building permit issuance. Therefore, the proposed project will have a less than significant impact.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XV. **Recreation**

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|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a. | Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project will increase the use of existing park facilities in the City of Los Banos. However, as noted previously in this Initial Study, the developer of the proposed project will be required to pay the applicable Capital Facilities Fees, which include park facilities, at the time of building permit issuance. This Capital Facilities Fee is intended to offset impacts of new development to public services, including parks and park facilities. Therefore, the proposed project will have a less than significant impact.

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|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| b. | Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project does not consist of the development of new recreational facilities, nor will it necessitate the construction or expansion of existing recreational facilities. As noted above, the developer of the proposed project will be required to pay the applicable Capital Facilities Fee at the time of the building permit issuance. The intent of the Capital Facilities Fee is to offset any potential impacts to public services and facilities, including parks and recreational facilities, as a result of new development. Therefore, the proposed project will have a less than significant impact.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XVI. | Transportation / Traffic: Would the project:

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|----|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| a. | Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|----|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Comments: The City's 2030 General Plan Circulation Element provides the guiding policies and implementing actions associated with transportation in the City. Specifically, Implementing Action C-I-10 of the 2030 General Plan states, "Develop and manage the roadway system to obtain segments as LOS C and intersections at LOS D or better for two hour peak periods (AM and PM) on all major roadways and intersections in Los Banos. This policy does not extend to residential streets (i.e. streets with direct driveway access to homes) or state highways and their intersections, where Caltrans policies apply."

The project is expected to generate 703 daily trips based on standard ITE Trip Generation rates for multi-family residences, with 34 trips generated in the a.m. peak hour and 54 trips occurring in the p.m. peak hour. Project trips were added to existing volume, and it was determined that the addition of project traffic will result in motorists on Regency Drive experiencing delays that are indicative of LOS E in the p.m. peak hour, which exceeds the City's minimum LOS D standard. This change is primarily due to the elimination of the southbound merging lane that is today available for Regency Drive motorists. However, resulting traffic volumes do not reach the level that satisfy peak hour volume warrants. Widening SR 165 to four lanes through the intersection would deliver LOS C conditions but may require some widening beyond the project frontage. The project would generate pedestrians who would need to walk along SR 165 where sidewalk is not available or to cross the highway. The project will address this issue by including sidewalk in its SR 165 frontage improvements and by installing an all-weather path along the west side of SR 165 between the project and Santa Barbara Drive. A crosswalk will be installed if required by Caltrans.

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|----|---|--------------------------|-------------------------------------|--------------------------|--------------------------|
| b. | Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|----|---|--------------------------|-------------------------------------|--------------------------|--------------------------|

Comments: Please see the comment above in item XVI-a.

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|----|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| c. | Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
|----|--|--------------------------|--------------------------|--------------------------|-------------------------------------|

Comments: The proposed project will not result in the change of air patterns, most notably from the Los Banos Municipal Airport. Therefore, the proposed project will no impact.

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|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| d. | Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: Street improvements installed as part of the proposed project will be done in accordance with Caltrans and City standards and specifications. As such, hazards due to a design feature are not anticipated to occur. Therefore, the proposed project will have a less than significant impact.

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|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|
| e. | Result in inadequate emergency access? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|--|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The proposed project is considered infill on an existing street where the access to multi-family development will be from two (2) points on Mercey Springs Road. The northern driveway is relatively close to the Regency Drive intersection and would result in conflicts between traffic slowing to make a left turn and other northbound through traffic. Prohibiting northbound left turns is recommended at this location. The southern driveway does not appear to align with Regency Drive, and conflict between outbound left turns from each approach may occur. Realigning the driveway is recommended. Therefore, the proposed project will have a less than significant impact.

- f. Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Comments: The frontage on Mercey Springs Road currently do not have curb, gutter, and sidewalk, however the development of the curb, gutter and sidewalk shall meet the adopted polices and plans for pedestrian/bicycle access and shall also meet the City of Los Banos Standards. Public transit is located approximately one and a half miles south west of the project site near the frontage of the Los Banos Memorial Hospital and this project site will not decrease the performance or safety of these existing facilities. Therefore, the proposed project will have a less than significant impact.

Mitigation Measure XVI-1: Widen Mercey Springs Road (SR 165) to allow the highway to be striped with two through lanes in each direction at the SR 165 / Regency Drive intersection.

Mitigation Measure XVI-2: Construct sidewalk as part of project frontage improvements and construct an all-weather path along the west side of SR 165 from the limits of the project to Santa Barbara Drive. If required by Caltrans, construct a pedestrian crossing on SR 165.

Mitigation Measure XVI-3: Locate the southern driveway at a position relative to Regency Drive that is acceptable to Caltrans and the City of Los Banos.

Mitigation Measure XVI-4: Prohibit northbound left turns into the northern driveway to the satisfaction of Caltrans and the City of Los Banos.

Mitigation Measure XVI-5: The project shall contribute its fair share to the cost of regional improvements by making frontage improvements and paying adopted traffic impact fees.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XVII. Tribal Cultural Resources

a. Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

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|---|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 1 | Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|---|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: Tribal cultural resources are generally defined by Public Resources Code 21074 as sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe. A Sacred Lands File Search, performed by the Native American Heritage Commission (NAHC) for the immediate project area did not indicate the presence of Native American cultural resources in the immediate project area. The project site has been annually disked and is surrounded by existing developments. As such, the proposed project will have a less than significant impact.

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|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------|
| 2. | A resource determined by the lead agency, in its discretion and supported by a substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resource Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----|---|--------------------------|--------------------------|-------------------------------------|--------------------------|

Comments: The project site is not known to contain any identified Native American tribal cultural resources and is not a known Native American sacred site. The City of Los Banos has not received any letters from any Native American tribes requesting tribal consultation per Public Resources Code, Section 210080.3.1(b) regarding the potential for a Native American tribal cultural resource to be located on or near the project site. A Sacred Lands File Search, performed by the Native American Heritage Commission (NAHC) for the immediate project area failed to indicate the presence of Native American cultural resources in the immediate area. In addition, Mitigation Measure V-1, as previously discussed, would ensure that the proposed project would not cause any substantial adverse changes in the significance of previously unknown tribal cultural resources. Given the results of the NAHC and compliance with Mitigation Measure V-1, impacts related to tribal cultural resources, in accordance with the criteria set forth in Public Resource Code Section 5024.1, would be considered less than significant.

Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
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Categories and Issues:

XVIII. Utilities and Service Systems: Would the project:

- a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?

Comments: The proposed project will connect to the City's existing sanitary sewer system. The City has sufficient capacity to accommodate the proposed project and will not exceed any treatment requirements imposed by the Regional Water Quality Control Board. Therefore, the proposed project will have a less than significant impact.

- b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Comments: The proposed project will connect to the City's existing water and sanitary sewer system. As part of this connection, the proposed project will not be required to increase the size of existing water and sanitary sewer lines in order to serve the project. The City has sufficient capacity in its domestic water and sanitary sewer systems to accommodate development within the proposed project. In addition, the proposed project will be required to pay the applicable Capital Facilities Fees, which include water and sanitary sewer fees, at the time of Building Permit issuance. Therefore, the proposed project will have a less than significant impact.

- c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?

Comments: The proposed project will connect to the City's existing storm drainage system via connecting to an existing storm drain line located in Mercey Springs Road. The design and installation of the proposed project's storm drainage system will be done in accordance with the City's Drainage Design Manual, and does not require the construction or expansion of new/existing facilities. Therefore, the proposed project will have a less than significant impact.

- d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?

Comments: It has been determined that there is sufficient water supply capacity available to serve the proposed project. The proposed project does not require the construction of new or expansion of existing facilities.

- e. Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Comments: It has been determined that there is sufficient waste water supply capacity available to serve the proposed project. The proposed project does not require the construction of new or expansion of existing facilities.

- f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?

Comments: Solid waste in the City of Los Banos is managed by the Merced County Association of Governments. The majority of the City's solid waste is taken to Billy Wright Landfill and additional waste is taken to Highway 59 Landfill. The City's 2030 General Plan EIR determined that there are sufficient options for expansion or relocation of services to meet the demand created by future growth in Los Banos. Therefore, the proposed project will have a less than significant impact.

- g. Comply with federal, state, and local statutes and regulations related to solid waste?

Comments: The proposed project will comply with all Federal, State, and local statutes and regulations related to solid waste. Therefore, the proposed project will have a less than significant impact.

	Potentially Significant Impact	Less than Significant w/ Mitigation Incorporated	Less than Significant Impact	No Impact
MANDATORY FINDINGS OF SIGNIFICANCE				
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments: Finding (a) is checked as "Less Than Significant Impact" on the basis of the proposed project's potential impact on biological resources, as described in Category 4 of this Initial Study. Potential impacts were identified in this issue area but they were identified to be less than significant.

b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Comments: As described in this Initial Study, the potential environmental effects of the proposed project will either be less than significant, or will have no impact at all. Where the proposed project involves potentially significant impacts, these impacts would have a less than significant impact with mitigation measures incorporated.

The potential environmental impacts identified in this Initial Study have been considered in conjunction with each other as to their potential to generate other potentially significant impacts. The various potential environmental impacts of the proposed project will not combine to generate any potentially significant cumulative impacts.

The City of Los Banos 2030 General Plan and EIR comprehensively account for ongoing and foreseeable urban development within the City's "Planning Area" and the cumulative environmental impacts of planned development. Future urban development in Los Banos includes the provision of roads, utilities, schools, and recreational facilities needed to serve City residents and visitors as their demands for urban services increase over time.

The proposed project will contribute to planned urban development in the City of Los Banos, by adding 96 multi-family residential units. The potential environmental impacts associated with the proposed project represent a portion of the environmental consequences of the planned growth and development permitted by the 2030 General Plan. The proposed project may involve a minor addition to the potential environmental impacts identified in the 2030 General Plan EIR, but the proposed project will not result in any substantial contribution to any of the significant cumulative impacts identified in the 2030 General Plan EIR.

c. Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Comments: This Initial Study has considered the potential environmental impacts of the proposed project in the discrete issue areas outlined in the CEQA Environmental Checklist. During the environmental analysis, the potential for the proposed project to result in substantial impacts on human beings in these issue areas, as well as the potential for substantial impacts on human beings to occur outside of these issue areas, was considered, and no other such impacts were identified.

REFERENCES

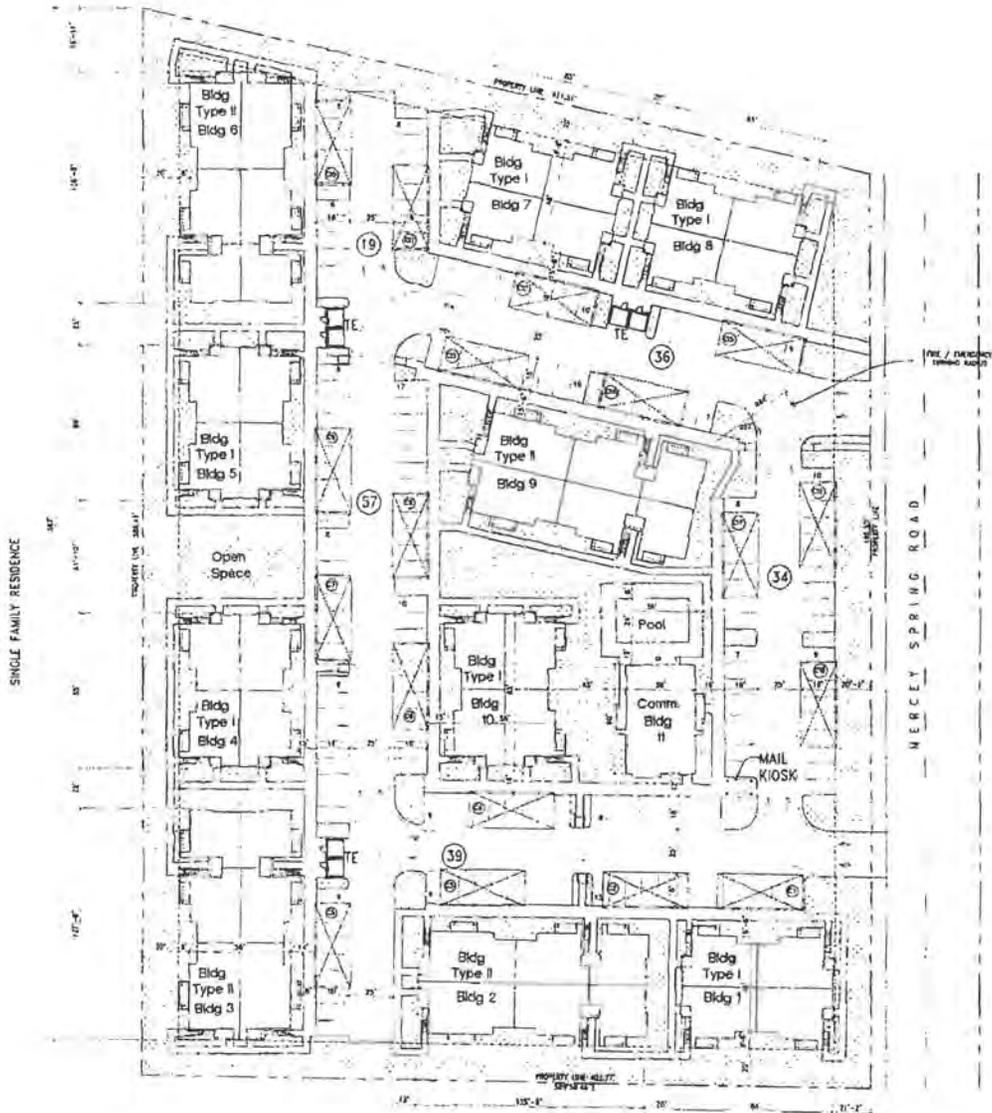
City of Los Banos 2030 General Plan
 City of Los Banos Zoning Ordinance
 CEQA

All reference material may be reviewed at the City of Los Banos Community Development Department, 520 J Street, Los Banos, CA 93635.

APPENDIX A

Site Plan

THE ABOVE INFORMATION IS BASED ON THE RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.



SITE PLAN

MERCY SPRINGS CHURCH OF THE HAZARENE



NORTH

PROJECT DATA			
Address MR. SAMP 85 W. 10 th STREET LOS BANOS, CA			
Address MERCY SPRINGS CHURCH LOS BANOS, CA			
Zoning / Land Use CITY OF LOS BANOS APN 081-280-54 (3.42)			
Building Area per building and type			
Community Building TOTAL BUILDING AREA = 2,315 SF			
Building Type I 8-PLAZ 2 STORY BUILDING FIRST & SECOND FLOOR HEIGHT UNIT #1 = 20,750 SF LIVING = 1,423 SF KITCHEN = 148 SF BATH/SD = 12 SF TOTAL AREA = 1,583 SF x (8) = 12,664 SF			
Building Type II 1.5-PLAZ 2 STORY BUILDING TOTAL BUILDING AREA = 1,274 SF LIVING = 812 SF KITCHEN = 128 SF BATH/SD = 12 SF TOTAL AREA = 952 SF x (4) = 3,808 SF			
Building Type III 1.5-PLAZ 2 STORY BUILDING TOTAL BUILDING AREA = 1,274 SF LIVING = 812 SF KITCHEN = 128 SF BATH/SD = 12 SF TOTAL AREA = 952 SF x (4) = 3,808 SF			
BUILDING / UNIT MAX COUNT			
BUILDING TYPE	NO. OF UNITS	NO. OF UNITS PER AC	NO. OF UNITS PER LOT
Bldg 1	1	1	1
Bldg 2	1	1	1
Bldg 3	1	1	1
Bldg 4	1	1	1
Bldg 5	1	1	1
Bldg 6	1	1	1
Bldg 7	1	1	1
Bldg 8	1	1	1
Bldg 9	1	1	1
Bldg 10	1	1	1
Bldg 11	1	1	1
Bldg 12	1	1	1
Bldg 13	1	1	1
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Bldg 285	1	1	1
Bldg 286	1	1	1
Bldg 287			

**APPENDIX B
TRAFFIC STUDY**

TRAFFIC IMPACT ANALYSIS

For

MERCEY SPRINGS ROAD APARTMENTS Los Banos, CA

Prepared For:

City of Los Banos Community Development Department
520 J Street
Los Banos 93635

Prepared By:

KD Anderson & Associates, Inc.
3853 Taylor Road, Suite G
Loomis, CA 95650
(916) 660-1555

December 26, 2018

4529-23

Mercey Springs Road Apartments.rpt

KD Anderson & Associates, Inc.
Transportation Engineers

**TRAFFIC IMPACT ANALYSIS FOR
MERCY SPRINGS ROAD APARTMENTS
Los Banos, CA**

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**TRAFFIC IMPACT ANALYSIS FOR
MERCERY SPRINGS ROAD APARTMENTS**
Los Banos, CA

INTRODUCTION

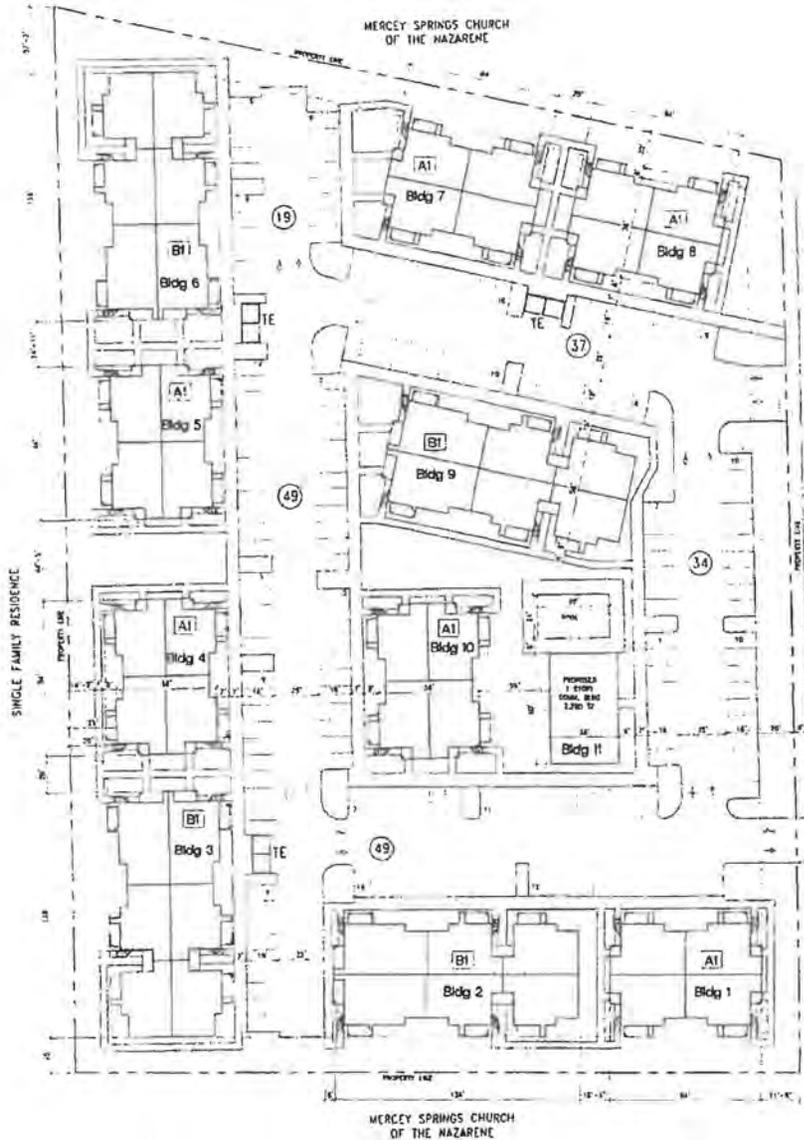
This report summarizes **KD Anderson & Associates** analysis of the potential traffic impacts associated with development of the **Mercey Springs Road Apartments**. Figure 1 displays the location of the 5+/- acre project in the area west of Mercey Springs Road (SR 165) opposite the Regency Drive intersection. The project is comprised of 96 apartments units, as shown in Figure 2.

Study Scope

The purpose of this analysis is to identify potential project specific and cumulative traffic impacts that could accompany implementation of the project. The analysis includes an evaluation of existing circulation conditions in the area based on recent data collected by the consultant. To develop a baseline condition against which the project can be evaluated, an "Existing Plus Approved Projects" traffic volume scenario was created based on information from the City of Los Banos regarding other approved but as yet unconstructed projects. To assess the specific impacts of the Mercey Springs Apartments, the characteristics of the proposed project have been determined, including estimated trip generation, and the directional distribution / assignment of the project traffic. "Existing Plus Project" and "Existing Plus Approved Projects Plus Project" conditions were then evaluated.

To address cumulative impacts this study considers long term conditions occurring in Year 2030 under the Los Banos General Plan. Information contained in the City of Los Banos Transportation Master Plan based on the citywide travel demand forecasting model is the basis for this analysis.

Based on the size of the project and its location in northern Los Banos the analysis focusses on the project access to SR 165 and its impact to the SR 165 / Regency Drive intersection.



SITE PLAN

PROJECT DATA

Applicant: Mr. John B. & C. Street, Los Banos, CA

Address: MERCY SPRING ROAD, LOS BANOS, CA

Zoning / Land Use: CUSTAR 20000
 APN: 043-030-51 (3 AC)

Building Area:

Building Type	Typical Floor Slabs
Building Type A1 6-FIT 2 STORY RESIDUAL	UNIT 01 = 700/700 LAND = 1,200 SF FLOOR = 30 SF CEILING = 36 SF FLOOR = 36 SF TOTAL = 1,332 SF (1) TOTAL = 4,884 SF
Building Type B1 11-FIT 2 STORY RESIDUAL	UNIT 01 = 200/200 LAND = 1,200 SF FLOOR = 30 SF CEILING = 36 SF FLOOR = 36 SF TOTAL = 1,332 SF (1) TOTAL = 4,884 SF
Building Type B1 11-FIT 2 STORY RESIDUAL	UNIT 01 = 200/200 LAND = 1,200 SF FLOOR = 30 SF CEILING = 36 SF FLOOR = 36 SF TOTAL = 1,332 SF (1) TOTAL = 4,884 SF
Building Type B1 11-FIT 2 STORY RESIDUAL	UNIT 01 = 200/200 LAND = 1,200 SF FLOOR = 30 SF CEILING = 36 SF FLOOR = 36 SF TOTAL = 1,332 SF (1) TOTAL = 4,884 SF

Parking Required:
 FOR EACH 200 SQ FT OF RESIDUAL FLOOR AREA PROVIDE 1.5 STALLS
 FOR EACH 600 SQ FT OF MORE RESIDUAL FLOOR AREA PROVIDE 2 STALLS
 TOTAL STALLS REQUIRED: 98 OR 1.2 x 78 STALLS

Parking Provided:

STALLS PROVIDED: 100
 STALLS REQUIRED: 98
 STALLS EXCESS: 2

BUILDINGS / UNIT MIX COUNT

Building	Type	Units	Area	Volume	Volume	Volume	Volume
Bldg 1	A1	1	1,332	1,332	1,332	1,332	1,332
Bldg 2	B1	1	1,332	1,332	1,332	1,332	1,332
Bldg 3	B1	1	1,332	1,332	1,332	1,332	1,332
Bldg 4	A1	1	1,332	1,332	1,332	1,332	1,332
Bldg 5	A1	1	1,332	1,332	1,332	1,332	1,332
Bldg 6	B1	1	1,332	1,332	1,332	1,332	1,332
Bldg 7	A1	1	1,332	1,332	1,332	1,332	1,332
Bldg 8	A1	1	1,332	1,332	1,332	1,332	1,332
Bldg 9	B1	1	1,332	1,332	1,332	1,332	1,332
Bldg 10	A1	1	1,332	1,332	1,332	1,332	1,332
Bldg 11	B1	1	1,332	1,332	1,332	1,332	1,332
TOTAL		11	14,652	14,652	14,652	14,652	14,652



1815 Carolina Ave.
 Clovis CA 93241
 PH: 559.682.9992

Mult-Family Project
 xxxx Mercy Springs Road
 Los Banos, CA



Date: 09.17.18
 Drawn By: Susan Jones
 Project # 18020
 Site Plan



Revisions
 Δ X

SHEET No
 A1.1

EXECUTIVE SUMMARY

- **Project Description.** The proposed project is a 96 unit apartment located on the west side of Mercey Springs Road (SR 165) in the area opposite Regency Drive. The project is proposed with two points of access to SR 165, one generally opposite Regency Drive and another access located roughly 150 feet further north.
- **Existing Setting.** Existing a.m. and p.m. peak hour Levels of Service were determined for the SR 165 / Regency Drive intersection. This intersection is controlled by a side street stop sign, and current Level of Service for motorists waiting to turn onto the state highway is LOS C, which is within the LOS minimum standard adopted by the City of Los Banos. Current traffic volumes fall below the level that would justify a traffic signal based on MUTCD peak hour warrants.
- **Project Impacts.** The project is expected to generate 703 daily trips based on standard ITE Trip Generation rates for multi-family residences, with 34 trips generated in the a.m. peak hour and 54 trips occurring in the p.m. peak hour. Project trips were added to existing volume, and it was determined that the addition of project traffic will result in motorists on Regency Drive experiencing delays that are indicative of LOS E in the p.m. peak hour, which exceeds the City's minimum LOS D standard. This change is primarily due to the elimination of the southbound merging lane that is today available for Regency Drive motorists. However, resulting traffic volumes do not reach the level that satisfy peak hour volume warrants. Widening SR 165 to four lanes through the intersection would deliver LOS C conditions but may require some widening beyond the project frontage.

The project would generate pedestrians who would need to walk along SR 165 where sidewalk is not available or to cross the highway. The project will address this issue by including sidewalk in its SR 165 frontage improvements and by installing an all-weather path along the west side of SR 165 between the project and Santa Barbara Drive. A crosswalk will be installed if required by Caltrans.

- **Access Design.** The northern driveway is relatively close to the Regency Drive intersection and would result in conflicts between traffic slowing to make a left turn and other northbound through traffic. Prohibiting northbound left turns is recommended at this location.

The southern driveway does not appear to align with Regency Drive, and conflict between outbound left turns from each approach may occur. Realigning the driveway is recommended.

- **Existing Plus Approved Projects Conditions / Impacts.** in 2018 City of Los Banos staff identified four (4) approved and two (2) pending projects in the eastern Los Banos area that are expected to be developed. These projects will increase the background traffic volume on SR 165 in the area of the proposed project. However, while this additional traffic will increase the length of delays at study intersections, no location will

operate in excess of LOS D if the Mercey Springs Apartments do not proceed, and traffic signal warrants will not be satisfied.

The addition of trips by the Mercey Springs Apartments will incrementally lengthen delays, and the SR 165 / Regency Drive intersection would operate at LOS E in both the a.m. and p.m. peak hours. However, the same improvements required for Existing Plus Project impacts will address these conditions.

- **Cumulative Impacts.** The analysis of long term cumulative conditions been based on information contained in the City's Transportation Master Plan (TMP) and City-Wide Traffic Model. Assuming that improvements contained in the TMP are in place, the volume of traffic on SR 165 in the area of the proposed project will increase by roughly 33% in the future. However, City of Los Banos minimum Level of Service standards will be met with and without the project.
- **Mitigation Measures.** The project should be responsible for the following mitigation measures to address its significant impacts.

Mitigation 1: Widen Mercey Springs Road (SR 165) to allow the highway to be striped with two through lanes in each direction at the SR 165 / Regency Drive intersection.

Mitigation 2: Construct sidewalk as part of project frontage improvements and construct an all-weather path along the west side of SR 165 from the limits of the project to Santa Barbara Drive. If required by Caltrans, construct a pedestrian crossing on SR 165.

Mitigation 3: Locate the southern driveway at a position relative to Regency Drive that is acceptable to Caltrans and the City of Los Banos.

Mitigation 4: Prohibit northbound left turns into the northern driveway to the satisfaction of Caltrans and the City of Los Banos.

Mitigation 5: The project shall contribute its fair share to the cost of regional improvements by making frontage improvements and paying adopted traffic impact fees.

EXISTING SETTING

Existing Street System

Regional access to Los Banos is provided by State Route 152 (Pacheco Boulevard) and State Route 165 (Mercey Springs Road). Access to the Mercey Springs Apartments will be via two driveways on SR 165.

The text that follows describes existing facilities. Functionally, study area streets are classified as Arterials, Collectors or Local Streets. The applicable designation is presented in the Los Banos General Plan Circulation Element.

Mercey Springs Road (SR 165). SR 165 is an Arterial road providing north/south circulation to the eastern portion of Los Banos. The highway also provides regional access to the north to SR 99 and the City of Turlock and to the south to an interchange on Interstate 5. Currently Mercey Springs Road is a two-lane road in the vicinity of the project. The road is ultimately planned to be a five-lane facility and construction to this standard has been completed near the SR 152 intersection and in those locations to the north where recent development has occurred. The most recent Caltrans traffic counts reveal that SR 165 carries 14,700 AADT (2017) in the area north of Overland Avenue but drops to 6,600 AADT at Henry Miller Avenue. Trucks comprise 8% of the daily traffic on SR 165. The speed limit on SR 165 is 50 mph in this area.

Regency Drive. Regency Drive is a two-lane collector street that links Mercey Springs Road on the west with Place Road on the east. Regency Drive provides access to the developed residential area north of Overland Drive between Place Road and Mercey Springs Road. On-street parking is permitted, and a 25 mph prima facie speed limit exists on Regency Drive. While no current daily traffic volumes are available, based on the volumes occurring during the a.m. and p.m. peak hours, the current daily volume is roughly 2,000 vehicles per day east of Mercey Springs Road.

Existing Study Intersections

The geometric configuration and traffic controls at the study intersections are discussed in the text which follows:

The **Mercey Springs Road (SR 165) / Regency Drive intersection** is controlled by a stop sign on the westbound Regency Drive approach. This intersection has a through lane and right turn lane on the northbound SR 165 approach, and through lane is striped on the southbound approach. Southbound left turns are prohibited by centerline delineators that also create a receiving lane for westbound left turns. The Regency Drive approach has separate left turn and right turn lanes. Streetlights exist on the northeast and southeast corners of the intersection. Continuous sidewalks exist on the west side of SR 165, and there is a crosswalk on the east leg of the intersection.

Non - Automotive Circulation

Transit service and facilities in Los Banos include both private and public operations. Private operations are limited to taxi and limo services, while public transportation is provided by Merced County Transit (MCT). The MCT operates both regularly scheduled fixed-route (i.e., The Bus) and Dial-A-Ride (door-to-door) transit services throughout Merced County. In Los Banos the Bus generally follows an east-west route that involves SR 152, I-Street & H Street through the downtown and San Luis Street. This fixed route bus service operates five routes that traverse major nodes in the city. It is available on weekdays between 7 a.m. to 6 p.m. and on Saturday from 9:30 a.m. to 5:30 p.m. There is no service on Sunday. The frequency between buses during both peak and off-peak hours of operation is 30 minutes. The buses have fixed stops along their designated routes but patrons may wave down the bus anywhere along the route to take advantage of transit opportunities. Recently, the MCT has equipped all buses with bike racks to encourage biking. Many of the outlying residential areas are not served by transit.

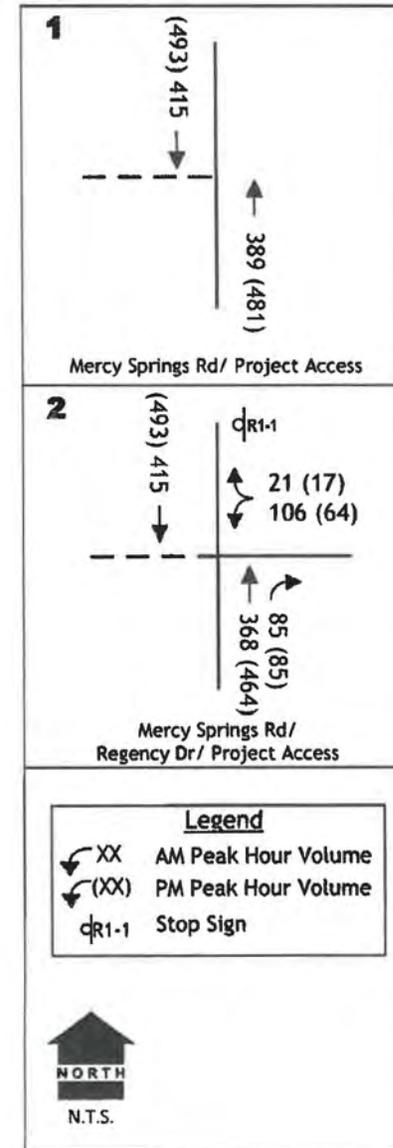
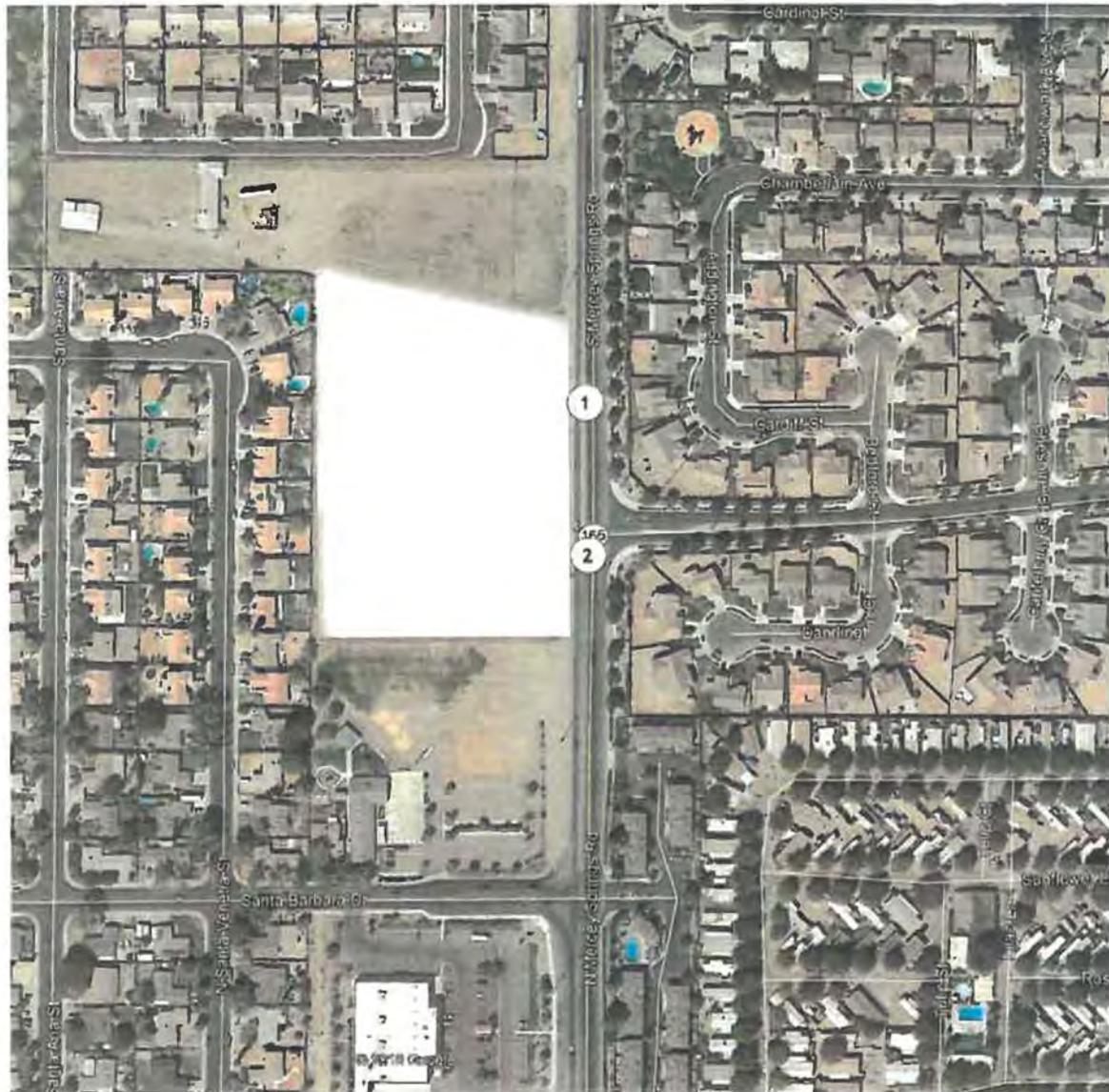
The Dial-A-Ride service is provided by a fleet of 16 vehicles throughout Merced County. In Los Banos, it is reserved for the exclusive use by the elderly (age 60 and older) and the handicapped. All Dial-A-Ride users must register for Dial-A-Ride service and pay the same fare as fixed route users.

Pedestrian / Bicycle Facilities

Today pedestrian and bicycle facilities are typically developed as new development proceeds. Sidewalk exists along the developed neighborhoods near the project including Regency Drive and the east side of SR 165 but not along the project's frontage.

Existing Vehicular Traffic Volumes

To quantify existing traffic conditions, a.m. and p.m. peak hour traffic counts were made by the consultant in November 2018 at the existing study area intersection. These peak hours were selected as being representative of "Worst Case" background traffic conditions, based on review of daily traffic counts in the City of Los Banos and based on the highest hour of project trip generation. This approach is consistent with the analyses contained in other environmental documents in Los Banos. Figure 3 displays the a.m. and p.m. peak hour vehicular counts at the study intersection.



EXISTING TRAFFIC VOLUMES AND LANE CONFIGURATIONS

figure 3

Level of Service Calculation

To quantitatively evaluate traffic conditions and to provide a basis for comparison of operating conditions with and without project generated traffic, "Levels of Service" were determined at study area intersection.

"Level-of-Service" (LOS) is a quantitative measure of traffic operating conditions whereby a letter grade "A" through "F" is assigned to an intersection. LOS "A" through "F" represents progressively worsening traffic conditions. The characteristics associated with the various LOS for intersections are presented in Table 1. LOS "E" and "F" are associated with severe congestion and delay and are unacceptable to most motorists. The City of Los Banos strives to maintain Level of Service D, and the minimum LOS "D" standard has been employed for this analysis at major intersections.

**TABLE 1
LEVEL OF SERVICE DEFINITIONS**

Level of Service	Signalized Intersection	Unsignalized Intersection	Roadway (Daily)
"A"	Uncongested operations, all queues clear in a single-signal cycle. Delay ≤ 10.0 sec	Little or no delay. Delay ≤ 10 sec/veh	Completely free flow.
"B"	Uncongested operations, all queues clear in a single cycle. Delay > 10.0 sec and ≤ 20.0 sec	Short traffic delays. Delay > 10 sec/veh and ≤ 15 sec/veh	Free flow, presence of other vehicles noticeable.
"C"	Light congestion, occasional backups on critical approaches. Delay > 20.0 sec and ≤ 35.0 sec	Average traffic delays. Delay > 15 sec/veh and ≤ 25 sec/veh	Ability to maneuver and select operating speed affected.
"D"	Significant congestions of critical approaches but intersection functional. Cars required to wait through more than one cycle during short peaks. No long queues formed. Delay > 35.0 sec and ≤ 55.0 sec	Long traffic delays. Delay > 25 sec/veh and ≤ 35 sec/veh	Unstable flow, speeds and ability to maneuver restricted.
"E"	Severe congestion with some long standing queues on critical approaches. Blockage of intersection may occur if traffic signal does not provide for protected turning movements. Traffic queue may block nearby intersection(s) upstream of critical approach(es). Delay > 55.0 sec and ≤ 80.0 sec	Very long traffic delays, failure, extreme congestion. Delay > 35 sec/veh and ≤ 50 sec/veh	At or near capacity, flow quite unstable.
"F"	Total breakdown, stop-and-go operation. Delay > 80.0 sec	Intersection blocked by external causes. Delay > 50 sec/veh	Forced flow, breakdown.

Sources: Highway Capacity Manual, 6th Edition.

KDA

Levels of Service were calculated for using the methods in the Highway Capacity Manual, 6th Edition (HCM).

Significance Criteria

According to the City of Los Banos General Plan, a traffic impact is considered significant if it renders an unacceptable Level of Service at an intersection. The City has adopted a Level of Service 'D' as its minimum standard. Therefore, a significant impact occurs if a project causes the Level of Service to deteriorate from LOS A-D to LOS E or F.

The City of Los Banos has not adopted a formal policy regarding the significance of project impacts when background conditions already exceed the minimum LOS D standard. For this analysis it is assumed that a 5.0 second increase in delay, which is used by many communities, is an applicable standard of significance for intersections controlled by traffic signals or an all-way stop, or on an approach to an intersection controlled by a side street stop sign.

At unsignalized intersections controlled by side street stop signs, a traffic impact can be considered "adverse but not significant" if the LOS standard is exceeded but the projected traffic does not satisfy peak hour volume traffic signal warrants. Under these conditions, the only means to completely alleviate delays to stop controlled vehicles would be to install an all-way stop, traffic signal or roundabout. However, the unmet signal warrants would imply that the reduction in delay for the stop-controlled vehicles may not justify the new delays that would be incurred by the major street traffic (which is not stopped). Under these circumstances, installation of a signal may not be recommended and the substandard LOS for stop-controlled vehicles would be considered an "adverse but not significant" impact.

Improvement Implementation Guidelines

The extent to which particular traffic controls may be needed at intersections can be determined quantitatively.

Peak Hour Traffic Signal Warrants. The extent to which a traffic signal is an applicable traffic control device at a particular location is assessed based on the traffic signal warrant criteria contained in the *California Manual of Uniform Traffic Control Devices (MUTCD)*. While nine separate warrants are considered in a complete warrant evaluation, based on available information this analysis is limited to consideration of the status of Warrant 3 Peak Hour Volumes.

Current Peak Hour Traffic Conditions

Levels of Service (LOS) were calculated at existing study intersections (Refer to Appendix for calculation worksheets) under "Existing" conditions. Current LOS at the study intersection are presented in Table 2. As shown, with the current configuration the Mercey Springs Road (SR 165) / Regency Drive intersection yields LOS C during both peak hours.

**TABLE 2
EXISTING PEAK HOUR INTERSECTION LEVELS OF SERVICE**

Location	Control	AM Peak Hour		PM Peak Hour	
		Average Delay	LOS	Average Delay	LOS
SR 165 / Regency Drive Westbound approach	Westbound Stop	17.2	C	17.7	C
Level of Service at unsignalized intersections is indicative of "worst case" conditions on side street approach BOLD Values exceed the LOS D standard					

Status of Improvement Criteria. Current peak hour traffic volumes at the study intersection were compared to traffic signal warrants to determine whether traffic signals might be appropriate today. These volumes are presented in Table 3. As indicated, this intersection carries volumes that are below the level that satisfies traffic signal warrants for an intersection with a two-lane side street approach.

Because SR 165 is a state highway, the route to implanting intersection improvements goes through Caltrans, in terms of design, funding and schedule for installation. Current Caltrans police requires that an *Intersection Control Evaluation (ICE)* be prepared when it is determined that traffic on the state highway needs to be stopped. That assessment would consider the feasibility of all-way stop control, traffic signals or a roundabout intersection. Depending on circumstances, Caltrans may participate in the cost of intersection improvements.

**TABLE 3
EXISTING PEAK HOUR TRAFFIC SIGNAL WARRANTS**

Intersection	Peak Hour Volumes					
	AM Peak Hour			PM Peak Hour		
	Major	Minor	Warrant Met?	Major	Minor	Warrant Met?
SR 165 / Regency Drive	868	127	No	1,042	81	No
Note: satisfaction of peak hour warrants indicates that a traffic signal may be justified but is not necessarily the preferred traffic control strategy at a particle location. Intersections on state highways require further analysis under Caltrans <i>Intersection Control Evaluation (ICE)</i> guidelines.						

PROJECT CHARACTERISTICS

The characteristics of the development in the plan area are discussed in this report section.

Trip Generation

To quantify the amount of vehicular traffic generated by the project daily and a.m. / p.m. peak hour trip generation rates presented in the Institute of Transportation Engineers (ITE) publication Trip Generation 10th Edition (2012) were employed. These rates are presented in Table 4. This table also summarizes trip generation estimates for the project. As noted, the Mercey Springs Apartments are projected to generate 703 daily trips, with 34 trips in the a.m. peak hour and 54c trips in the p.m. peak hour.

**TABLE 4
TRIP GENERATION RATES**

Land Use	Unit	Trip Rates / Forecasts						
		Daily	AM Peak Hour			PM Peak Hour		
			% In	% Out	Rate	% In	% Out	Rate
Multiple Family Residential	du's	7.32	23%	77%	0.46	63%	37%	0.56
Mercey Springs Apartments	96 du's	703	10	34	44	34	20	54

Trip Distribution and Assignment

The distribution of project trips will reflect the distribution of employment, shopping and schools in the Los Banos area. For this analysis, project trip distribution was based on the location of complimentary land uses, existing travel patterns and the General Plan traffic model distribution, as presented in Table 5. Locally, a key issue is the school attendance areas for children living in Mercey Springs Apartments. Under current Los Banos Unified School District (LBUSD) policies, the project site is served by Los Banos Junior High located south of the site and Pacheco High School located to the east. LBUSD is pursuing plans for a new elementary school on Place Road north of B Street. This analysis assumes that Mercey Springs Apartments could attend that school if it is developed.

**TABLE 5
DIRECTIONAL TRIP DISTRIBUTION**

Direction	Route	Percentage of Project Trips	
		AM Peak Hour	PM Peak Hour / Daily
North	Mercey Springs Road (SR 165) north of Regency Drive	15%	15%
East	Regency Drive east of SR 165	25%	10%
South	Mercey Springs Road (SR 165) south of Regency Dr	60%	75%
Total		100%	100%

Trip Assignment

Using the trip generation and distribution assumptions described above, the trips generated by development in the project were assigned to the study area street system assuming full access at each driveway as planned. The division of trips between the two driveways would reflect the location of parking onsite and location of the driveway relative to the path of arrival and departure. Figure 4 presents project trips assuming that this access is available.

EXISTING PLUS PROJECT IMPACTS

Existing Plus Project Volumes

Figure 5 presents the sum of current traffic volumes and project trips with two access points as proposed.

Anticipated Improvements. Development in the project area will be expected to complete frontage improvements on SR 165 as has been required of other development and are consistent with City of Los Banos requirements for all new development in the community. It is expected that SR 165 would be widened to its ultimate ½ width, including sidewalks. The project will need to create left turn lanes at its access onto SR 165.

Existing Plus Project Impacts Based on Level of Service

Table 6 compares current and Existing Plus Project Levels of Service at study area intersections during the a.m. and p.m. peak hours respectively. As shown, because the southbound merging lane will be eliminated, the length of delays for westbound traffic waiting on Regency Drive will lengthen, and the Level of Service would drop to LOS E in the p.m. peak hour. LOS E does not satisfy the City's minimum LOS D standard.

The nature of improvements that may be installed to improve the Level of Service has been evaluated. The City's *Transportation Master Plan (TMP)* addresses long term improvements that were expected to be needed at intersections on SR 165. The TMP assumes that SR 165 will be a four-lane facility in the area north of Santa Barbara Drive but does not indicate that specific intersection improvements will be constructed at the Mercey Springs Road / Regency Drive intersection.

Because SR 165 has been widened to its ultimate width on the east side of the street, the project's frontage improvements would result in a section that would be wide enough to provide two through lanes in each direction. The westbound approach would operate at LOS C with a four-lane SR 165.

Implementing four-lane SR 165 is, however, complicated by the absence of west side widening in the area between the project and the Santa Barbara Drive intersection. The Church of the Nazarene has not widened their frontage, which extends for roughly 350 feet. The highway would need to be widened in this area to create a four-lane section.

Existing Plus Project Impacts based on Traffic Signal Warrants

Table 7 identifies peak hour traffic volumes at un-signalized study area intersections with the project and notes whether peak hour warrants volume levels are reached. As shown, no additional locations carry peak hour volumes that satisfy warrants as a result of the project.

**TABLE 6
EXISTING PLUS PROJECT PEAK HOUR INTERSECTION LEVELS OF SERVICE**

Location	Control	AM Peak Hour				PM Peak Hour			
		Existing		Existing Plus Project		Existing		Existing Plus Project	
		Average Delay (sec/veh)	LOS						
SR 165 / North Access Eastbound approach	Eastbound Stop	-	-	12.6	B	-	-	14.6	B
SR 165 / Regency Drive Westbound approach	Westbound Stop /	17.2	C	32.6	D			36.6	E
	Eastbound Stop	-	-	14.6	B	17.7	C	14.9	B
WITH 4 LANE SR 165	Westbound Stop /							23.6	C
	Eastbound Stop							12.5	B
Level of Service at unsignalized intersections is indicative of "worst case" conditions on side street approach BOLD Values exceed the LOS D standard HIGHLIGHTED values are a significant impact									

**TABLE 7
EXISTING PLUS PROJECT PEAK HOUR TRAFFIC SIGNAL WARRANTS**

Intersection	Peak Hour Volumes					
	AM Peak Hour			PM Peak Hour		
	Major	Minor	Warrant Met?	Major	Minor	Warrant Met?
SR 165 / North Access	811	15	No	990	8	No
SR 165 / Regency Drive	886	129	No	1,075	85	No

Note: satisfaction of peak hour warrants indicates that a traffic signal may be justified but is not necessarily the preferred traffic control strategy at a particle location. Intersections on state highways require further analysis under Caltrans *Intersection Control Evaluation (ICE)* guidelines.

Impact to Alternative Transportation Modes

Pedestrians / Bicycles. As with any residential development the Mercey Springs Road Apartments will generate new pedestrian and bicycle trips on the study area circulation system. The project will likely generate 25 to 30 students, and some may walk or ride bicycles to area schools. While the project will construct sidewalks as part of its SR 165 frontage improvements, a gap will exist in the area between the project and Santa Barbara Drive. This deficiency could create possible conflicts between pedestrians and motor vehicles, and an all-weather path is needed in this area.

The project will also result in some pedestrians crossing SR 165 at the Regency Drive intersection. Under the California Vehicle Code (CVC) a legal pedestrian crossing exists at every intersection regardless of the presence of a crosswalk. Review of other unsignalized intersections along SR 165 through Los Banos indicates that there are no crosswalks at Santa Barbara Avenue or at Willmott Road. The only marked crosswalks on SR 165 exists at the Scripps Drive intersection where a path to Los Banos High School created concentrated pedestrian demand. Thus, while Caltrans will consider the need for a crosswalk or other enhancement as part of their encroachment permit review, it does not appear such features will be needed.

Transit. The project site is within the service area for Dial-A-Ride service, but is located about a mile from the closest location on The Bus route (i.e., SR 165 / San Luis Street. While the project could germinate some persons who would be inclined to use transit service, the number of potential riders is unlikely to cause MCT to determine a need to alter existing routes. Because Dial-A Ride is available, the project's impact to transit service is not significant.

Impacts / Mitigation Recommendations

Impact T-1: The project will result in Level of Service at the Mercey Springs Road / Regency Drive intersection that exceeds the City of Los Banos minimum LOS D standard.

Mitigation 1: Widen Mercey Springs Road (SR 165) to allow the highway to be striped with two through lanes in each direction at the intersection.

Issues. This work would require widening along the project frontage and may require widening in the areas beyond the project frontage.

Significance after Mitigation. The intersection operation will satisfy the minimum LOS D standard, and the resulting impact is not significant

Impact T-2: the project may result in pedestrians walking along the west side of SR 165 where no sidewalks are present and may create pedestrian activity across SR 165.

Mitigation 2: Construct sidewalk as part of project frontage improvements and construct an all-

weather path along the west side of SR 165 from the limits of the project to Santa Barbara Drive. If required by Caltrans, construct a pedestrian crossing on SR 165

Issues. Caltrans will determine the need for a pedestrian crossing.

Significance after Mitigation. Safe pedestrian access will be available, and the resulting impact is not significant.

PROJECT ACCESS DESIGN

This portion of the impact analysis considers issues associated with the site access layout and design. The key issues that have been considered are:

1. Offset distance between the southern project access and the Regency Drive intersection, and
2. The distance between the northern access and the Regency Drive intersection
3. The distance between the southern driveway and the Santa Barbara Drive intersection

Driveway Offset

Typical engineering practice places driveways on opposite side of a street either directly across or far enough apart to minimize conflicts between concurrent turning movements. Many local jurisdictions adopt minimum standards for off-set intersection spacing. Typically spacing on local and collector streets is 150 feet, while a 240 foot minimum is common on Arterial streets.

In this case the southern driveway appears to be roughly 30 feet from Regency Drive measured center line to centerline. At this position there would be no conflicts between northbound vehicles turning into the project and southbound vehicles turning onto Regency Drive. However, vehicles turning left out of the Mercey Springs Road Apartments would occupy the same location in the roadway as vehicles turning left from Regency Drive. While the volume of traffic turning left from the project is not expected to be great, conflicts could occasionally occur.

This issue could be addressed by:

1. Moving the southern driveway to align with Regency Drive
2. Moving the southern driveway to meet typical arterial spacing standards
3. Prohibiting outbound left turns from the southern driveway

Distance between Northern Driveway and Regency Drive.

The median area between the northern driveway and the Regency Drive intersection will be shared by northbound motorists turning into the site and southbound motorist turning onto Regency Drive. The adequacy of this situation is dependent on the deceleration characteristics of both traffic streams and the length of queue waiting to make the turn. Caltrans Highway Design Manual (HDM) guidelines suggest that space be available in left turn lanes to

accommodate deceleration to a stop outside of the flow of through traffic, although some accommodation for slowing in the through lane can be allowed (i.e., up to 20 mph). HDM Table 405.2B indicates that 435 feet is needed to decelerate from 50 mph, while 235 feet is needed to decelerate from 30 mph if the 20 mph allowance is permitted. The HDM suggest that at unsignalized intersections a minimum of space for two waiting vehicles should be provided (i.e., 50 feet).

In this case the length of the median area between the northern access and Regency Drive would be roughly 140 feet. At the deceleration rates suggested by Caltrans a vehicle turning in either direction would need to use the entire area, and motorists turning into the site would need to slow to 15 to 20 mph as they leave the Regency Drive intersection. While the extent of permissible access will ultimately be determined by Caltrans as part of their encroachment permit process, it is reasonable to expect that left turns would need to be prohibited at the northern driveway to avoid potential conflicts between projects trips and through traffic on SR 165.

The option of moving the northern driveway to the north to lengthen the deceleration distance was considered. A driveway at the northern property line would be about 100 feet further north and would provide about 240 feet of separation. As noted above, the combination of minimum storage and deceleration from 50 mph is 485 feet, while the distance is 285 feet for deceleration from 30 mph. In this case the available distance after the driveway was moved would be still less than the distance noted under HDM guidelines.

Distance between Southern Access and Santa Barbara Drive

A similar review was conducted for the area between the southern access and Santa Barbara Drive. In this area northbound left turns into the project site would share space with southbound vehicles turning left into the condominiums that take access via the extension of Santa Barbara Drive. In this case, the available storage between driveway as proposed and Santa Barbara Drive is about 480 feet, with the distance increasing to about 510 feet if the access aligned with Regency Drive.

As noted above, the combination of minimum storage and deceleration from 50 mph is 485 feet, while the distance is 285 feet for deceleration from 30 mph. In this case the available distance would be adequate for the limited amount of traffic at each location.

Impacts / Access Mitigation Recommendations:

Impact T-3: The project as designed would result in potential conflicts between traffic turning left from Regency Drive and vehicles turning left out of the project.

Mitigation 3: Locate the southern driveway at a position relative to Regency Drive that is acceptable to Caltrans and the City of Los Banos

Significance after Mitigation. By eliminating potential conflicts this impact is not significant.

Impact T-4: The project as designed could result in conflicts between vehicle slowing to turn left at the north driveway and other northbound through traffic on SR 165.

Mitigation 4: Prohibit northbound left turns into the northern driveway to the satisfaction of Caltrans and the City of Los Banos

Issues. Prohibiting left turns into the site may also require prohibiting outbound left turns onto SR 165 at this location. Design details would need to be determined in consultation with Caltrans.

Significance after Mitigation. With this mitigation conflicts are eliminated and this impact is not significant.

EXISTING PLUS OTHER APPROVED / PENDING PROJECTS CONDITIONS

This analysis section considers the relative impacts of Mercey Springs Road Apartments within the context of traffic growth created by other approved or pending development projects in eastern Los Banos.

Approved / Pending Projects

Land Use / Trip Generation. The status of other development projects in Los Banos was discussed with Planning Department staff. Table 8 identifies the approved / pending projects included in this analysis, and their location is referenced in Figure 6.

**TABLE 8
APPROVED / PENDING PROJECTS**

Development	Status	Quantity	Trip Generation		
			Daily	AM Peak Hour	PM Peak Hour
Southpointe	Approved	510 SFR	4,855	383	510
Racquet Club Estates	Approved	24 SFR 6 MFR	235	21	28
San Luis Estates	Approved	25 SFR	238	19	25
Los Banos Memory Care	Approved	164 beds	377	23	36
Sunrise Ranch	Pending	197 SFR	1,875	148	197
Place Road Elementary School	Pending	825 students	1,320	661	124
Total			8,900	1,255	920

As noted, these projects could generate 8,900 daily trips, with 1,255 trips in the a.m. peak hour and 920 trips in the p.m. peak hour. However, the share of the trips generated by these projects

that will be added to the study area streets is relatively low. Because the new elementary school's attendance area is generally east of SR 165, it would serve some residents already living in the study area with children attending schools west of SR 165, and not all of its trips would be "new."

Circulation System Improvements. This analysis assumes that the identified approved projects make no improvements the study area circulation system. However, other improvements beyond the immediate study area will be made. For example, Southpointe will extend Overland Avenue easterly across Place Road and Ward Street northerly beyond Pacheco High School to a connection within the project site. That measure will create an alternative route to Pacheco High School.

EPAP Impacts

EPAP Impacts Traffic Volumes. The amount of traffic associated with each project, as well as its trip distribution and assignment assumptions were identified, and peak hour trips were assigned to the study area intersections. Figure 7 identifies Existing Plus Approved / Pending volumes.

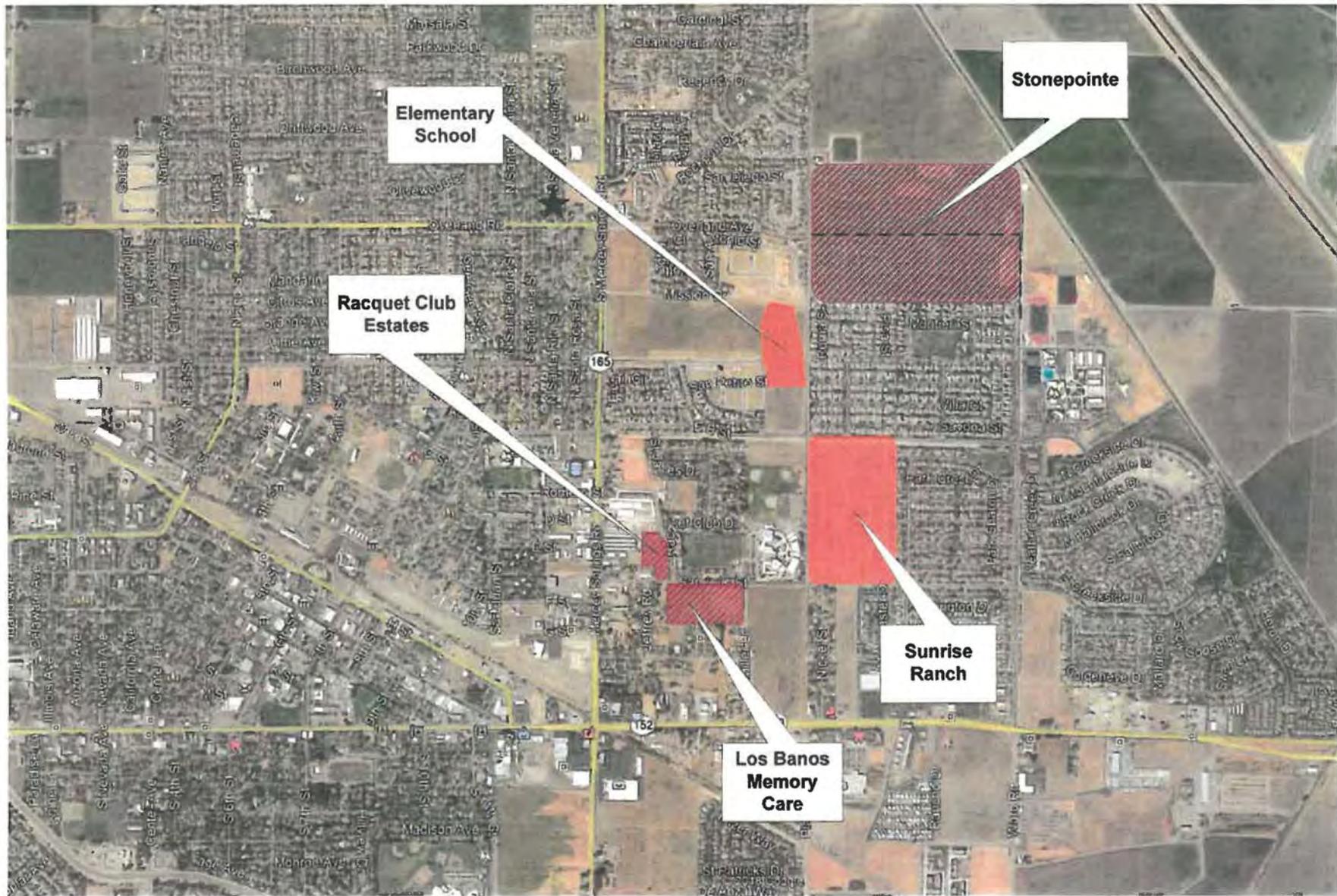
EPAP Plus Project Traffic Volumes. The trips associated with the Mercey Springs Apartments were superimposed onto the baseline EPAP volumes to create the EPAP Plus Project volumes shown in Figure 8.

EPAP and EPAP Plus Project Levels of Service. Resulting Levels of Service under these conditions are compared in Table 9.

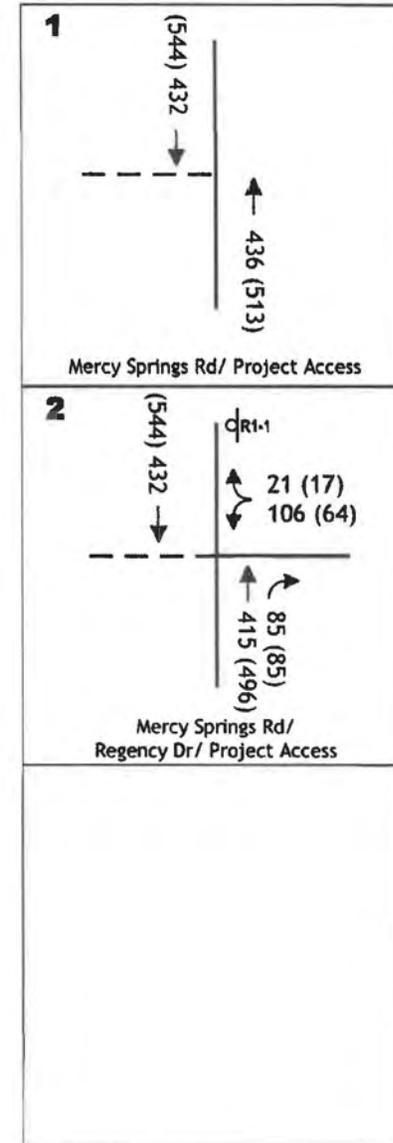
As noted, if the Mercey Springs Road Apartments are not developed then background traffic volumes will increase and delays will become longer at study area intersections. Without the project Level of Service will remain within the minimum LOS D standard.

The addition of project traffic will result in the SR 165 / Regency Drive intersection operating with a deficient Level of Service (i.e., LOS E) in both the a.m. peak hour and p.m. peak hour. While this is a significant impact, the same mitigation identified for Existing Plus Project impacts will address this issue.

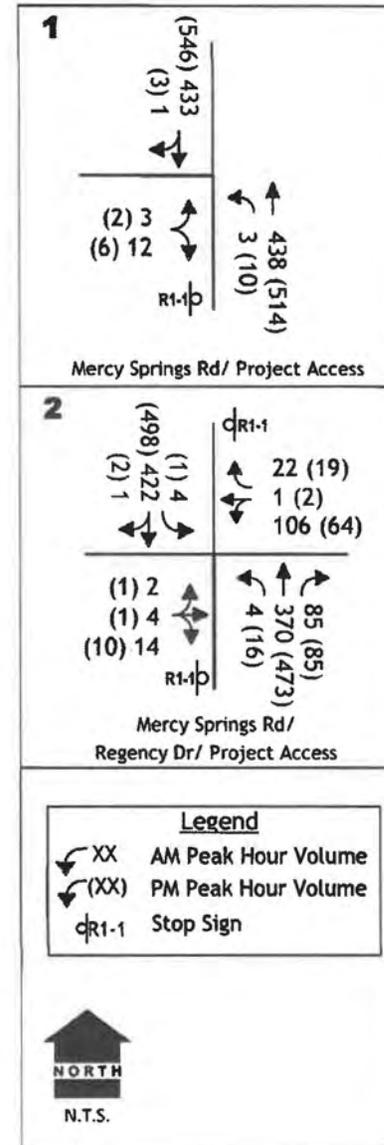
EPAP Traffic Signal Warrants. As noted in Table 10, no intersection carries traffic volumes that satisfy peak hour volume requirements.



APPROVED AND PENDING PROJECTS



EXISTING PLUS APPROVED/PENDING PROJECTS
TRAFFIC VOLUMES AND LANE CONFIGURATIONS



**EPAP PLUS PROJECT
TRAFFIC VOLUMES AND LANE CONFIGURATIONS**

**TABLE 9
EXISTING PLUS APPROVED / PENDING PROJECTS PLUS MERCY SPRINGS ROAD APARTMENTS
PEAK HOUR INTERSECTION LEVELS OF SERVICE**

Location	Control	AM Peak Hour				PM Peak Hour			
		Existing Plus Approved / Pending Projects		EPAP Plus Project		Existing Plus Approved / Pending Projects		EPAP Plus Project	
		Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS	Average Delay (sec/veh)	LOS
SR 165 / North Access Eastbound approach	Eastbound Stop	-	-	13.0	B	-	-	15.6	C
SR 165 / Regency Drive Westbound approach Eastbound approach	Westbound Stop / Eastbound Stop	18.5	C	39.7	E	19.2	C	46.4	E
		-	-	15.5	C	-	-	16.1	C
WITH 4 LANE SR 165	Westbound Stop / Eastbound Stop			24.1	C			26.6	D
				13.6	B			13.2	B
Level of Service at unsignalized intersections is indicative of "worst case" conditions on side street approach									
BOLD Values exceed the LOS D standard HIGHLIGHTED values are a significant impact									

**TABLE10
EXISTING PLUS APPROVED PROJECTS PLUS PROJECT PEAK HOUR TRAFFIC SIGNAL WARRANTS**

Intersection	Peak Hour Volumes					
	AM Peak Hour			PM Peak Hour		
	Major	Minor	Warrant Met?	Major	Minor	Warrant Met?
SR 165 / North Access	875	15	No	1,073	8	No
SR 165 / Regency Drive	950	129	No	1,158	85	No

Note: satisfaction of peak hour warrants indicates that a traffic signal may be justified but is not necessarily the preferred traffic control strategy at a particle location. Intersections on state highways require further analysis under Caltrans *Intersection Control Evaluation (ICE)* guidelines.

CUMULATIVE TRAFFIC IMPACTS

The relative traffic impacts of the proposed project have also been assessed within the context of future traffic conditions that account for long term development in Los Banos. This analysis assumes Year 2030 conditions with completion of the Los Banos Bypass as forecast in the City's Transportation Master Plan based on development of the community under the current General Plan.

Methodology

The City of Los Banos' regional travel demand forecasting model was employed to create the traffic volumes presented in the Transportation Master Plan, and those volumes are the basis for cumulative analysis contained in other traffic studies. However, the traffic model itself is not available, and it is necessary to interpolate volumes at locations that were not addressed by the Master Plan or for other scenarios.

This analysis makes use of pm peak hour traffic volume forecasts for the SR 165 / Santa Barbara Drive intersection. Comparison of current p.m. peak hour volumes on Mercey Springs Road with the Master Plan forecasts indicates that the volume between Regency Drive and Santa Barbara Drive increases by 33% but in the future the directionality is slightly greater to the north due to the Bypass. These factors were applied to current a.m. and p.m. volumes and the number of southbound left turns was estimated at the Regency Drive intersection based on an applicable share of the total volume occurring on Regency Drive. The trips associated with the Mercey Springs Road Apartments were then added to the future background volumes.

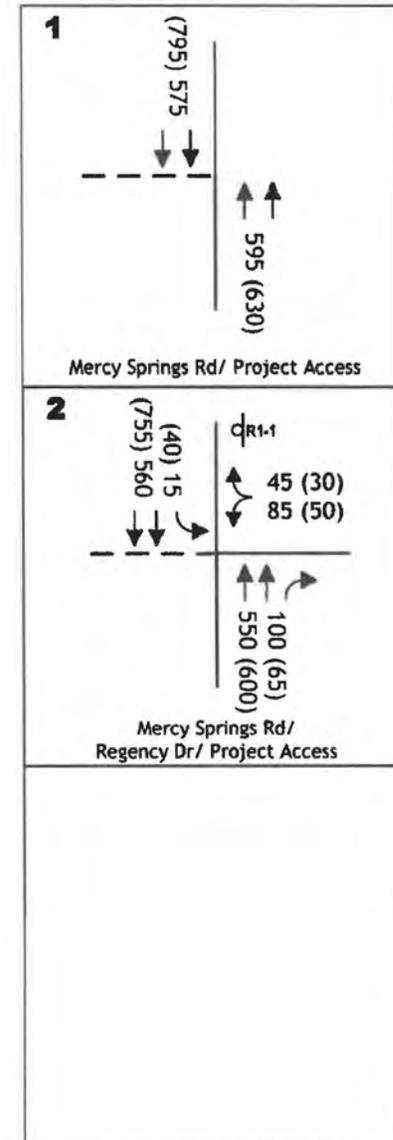
Traffic Volume Forecasts

Figures 9 and 10 present the resulting Cumulative No Project and Cumulative Plus Project traffic volumes.

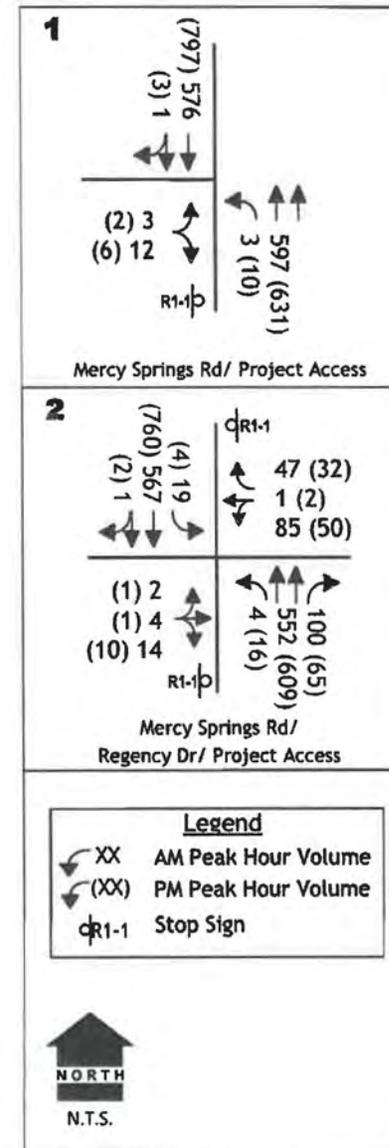
Cumulative Circulation System Improvements

The City of Los Banos General Plan and City of Los Banos Transportation Master Plan both include appreciable regional circulation system improvements that have been assumed in other environmental documents. These include the SR 152 Los Banos Bypass and the extension of Pioneer Road from SR 165 to Ward Road. Locally, SR 165 is assumed to be a four-lane facility from the Pioneer Road intersection north through Los Banos. Place Road is assumed to be completed north and south of SR 152, and Ward Road will connect with Overland Avenue.

Local improvements to study area intersections that are identified in the Transportation Master Plan have been assumed and include a traffic signal at the Mercey Springs Road / Santa Barbara Drive intersection.



**CUMULATIVE BASE
TRAFFIC VOLUMES AND LANE CONFIGURATIONS**



**EPAP PLUS PROJECT
TRAFFIC VOLUMES AND LANE CONFIGURATIONS**

Cumulative Traffic Impacts

Study area intersection Levels of Service assuming cumulative traffic volumes and planned improvements are noted in Table 11.

Cumulative No Project Conditions. As shown, if anticipated improvements are constructed then the SR 165 / Regency Drive intersection will operate with Levels of Service that satisfy the LOS D minimum. However, volume of traffic forecast at the intersection would satisfy the volume requirement of Warrant 3 (peak hour warrants) under “rural” conditions (i.e., >40 mph), as noted in Table 12.

Other factors would need to be considered prior to making a decision to install a traffic signal at this location. In this case, the total length of side street delays would be 0.7 vehicle hours, which fall below the 5.0 vehicle hour threshold included in Warrant 3 (Figure 4C-101). In addition, the presence of the planned traffic signal at the SR 165 / Santa Barbara Drive intersection would result in very short spacing between two signalized intersections, which can result in queuing that extends through an adjoining intersection. As a result, a traffic signal is unlikely to be recommended. Should forecast traffic conditions occur in the future, the City of Los Banos and Caltrans would need to pursue an ICE report to determine the applicable intersection control strategy.

Cumulative Plus Project Conditions. If the proposed project proceeds then the length of delays at study intersections would increase incrementally. However, projected traffic conditions would remain within the minimum LOS D threshold, and the project’s impacts would not be significant under that metric. The project would increase traffic volume at the SR 165 / Regency Drive intersection slightly, but this minor increase would not change the conclusions regarding traffic signal warrants. While the project will contribute its fair share to the cost of regional circulation system improvements by paying adopted traffic impact fees and installing frontage improvements on SR 165, no additional mitigation is warranted.

Impact / Mitigation Recommendations

Impact T-5: The project will incrementally add traffic to streets through Los Banos and contribute to the need for regional circulation improvements

Mitigation 5: The project shall contribute its fair share to the cost of regional improvements by making frontage improvements and paying adopted traffic impact fees.

Significance after Mitigation. With this mitigation the project’s cumulative impacts is not significant.

**TABLE 11
CUMULATIVE PLUS PROJECT PEAK HOUR INTERSECTION LEVELS OF SERVICE**

Location	Control	AM Peak Hour				PM Peak Hour			
		Cumulative Base		Cumulative Plus Project		Cumulative Base		Cumulative Plus Project	
		Average Delay (sec/veh)	LOS						
SR 165 / North Access Eastbound approach	Eastbound Stop	-	-	12.7	B	-	-	15.6	C
SR 165 / Regency Drive Westbound approach	Westbound Stop /	17.6	C	18.5	E	18.8	C	20.6	C
Eastbound approach	Eastbound Stop	-	-	17.6	C	-	-	18.5	C
Level of Service at unsignalized intersections is indicative of "worst case" conditions on side street approach									
BOLD Values exceed the LOS D standard HIGHLIGHTED values are a significant impact									

**TABLE 12
CUMULATIVE PLUS PROJECT PEAK HOUR TRAFFIC SIGNAL WARRANTS**

Intersection	Peak Hour Volumes					
	AM Peak Hour			PM Peak Hour		
	Major	Minor	Warrant Met?	Major	Minor	Warrant Met?
SR 165 / North Access	1,177	15	No	1,441	8	No
SR 165 / Regency Drive	1,493	132	Yes ¹	1,493	84	No

¹ Meets volume requirement but not delay requirement.

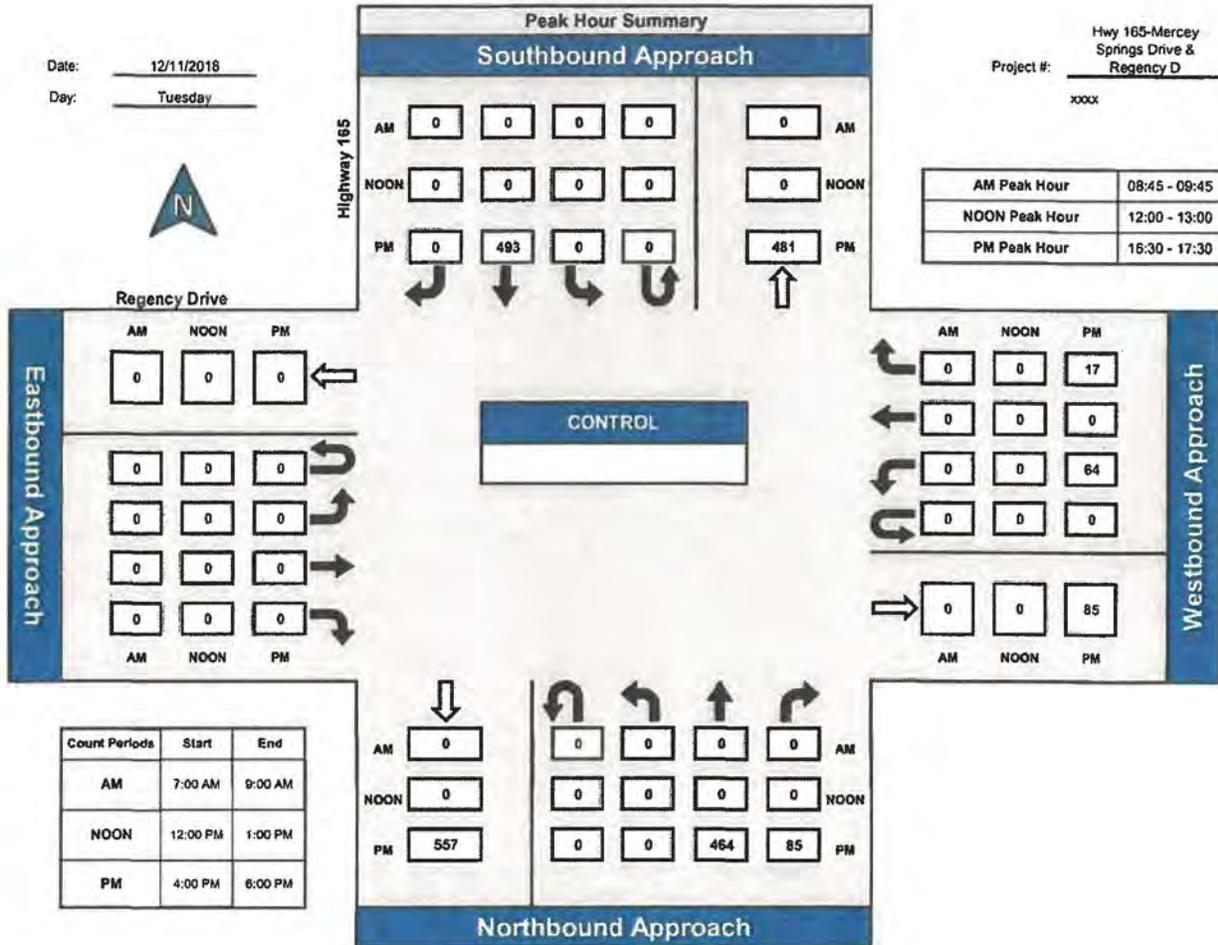
Note: satisfaction of peak hour warrants indicates that a traffic signal may be justified but is not necessarily the preferred traffic control strategy at a particular location. Intersections on state highways require further analysis under Caltrans *Intersection Control Evaluation (ICE)* guidelines.

APPENDIX

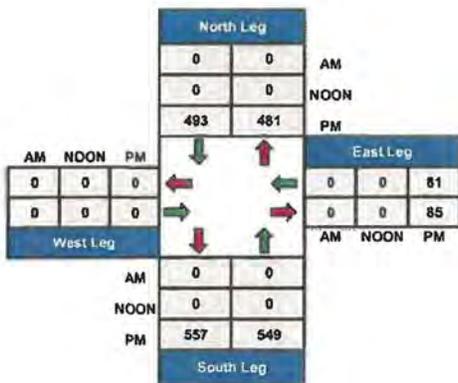
Hwy 165-Mercey Springs Drive & Regency Drive

Date: 12/11/2018
Day: Tuesday

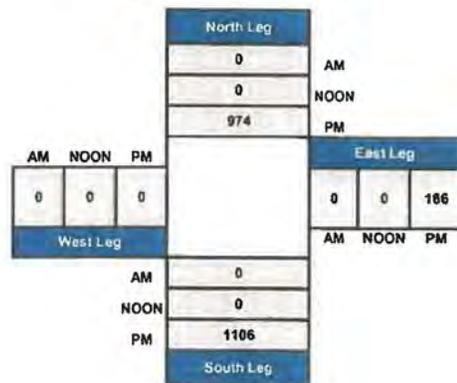
Project #: Hwy 165-Mercey Springs Drive & Regency D
xxxx



Total Ins & Outs



Total Volume Per Leg



HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

AM EXISTING
 12/25/2018

Intersection

Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↕			↕		↕	↕	↕	↕	↕		↕
Traffic Vol, veh/h	0	0	0	106	0	21	0	368	85	0	415	0
Future Vol, veh/h	0	0	0	106	0	21	0	368	85	0	415	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	-	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	0	0	0	122	0	24	0	423	98	0	477	0

Major/Minor

	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	961	998	477	900	900	423	477	0	0	521	0	0
Stage 1	477	477	-	423	423	-	-	-	-	-	-	-
Stage 2	484	521	-	477	477	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	236	244	588	259	278	631	1085	-	-	1045	-	-
Stage 1	569	556	-	609	588	-	-	-	-	-	-	-
Stage 2	564	532	-	569	556	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	227	244	588	259	278	631	1085	-	-	1045	-	-
Mov Cap-2 Maneuver	227	244	-	387	388	-	-	-	-	-	-	-
Stage 1	569	556	-	609	588	-	-	-	-	-	-	-
Stage 2	542	532	-	569	556	-	-	-	-	-	-	-

Approach

	EB	WB	NB	SB
HCM Control Delay, s	0	17.2	0	0
HCM LOS	A	C		

Minor Lane/Major Mvmt

	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1085	-	-	-	387	631	1045	-	-
HCM Lane V/C Ratio	-	-	-	-	0.315	0.038	-	-	-
HCM Control Delay (s)	0	-	-	0	18.5	10.9	0	-	-
HCM Lane LOS	A	-	-	A	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	1.3	0.1	0	-	-

HCM 6th TWSC
2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

AM EXISTING
12/25/2018

Intersection

Int Delay, s/veh 0

Movement EBL EBR NBL NBT SBT SBR

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	0	0	0	389	415	0
Future Vol, veh/h	0	0	0	389	415	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	8	8	2
Mvmt Flow	0	0	0	447	477	0

Major/Minor Minor2 Major1 Major2

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	924	477	477	0	-	0
Stage 1	477	-	-	-	-	-
Stage 2	447	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	299	588	1085	-	-	-
Stage 1	624	-	-	-	-	-
Stage 2	644	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	299	588	1085	-	-	-
Mov Cap-2 Maneuver	299	-	-	-	-	-
Stage 1	624	-	-	-	-	-
Stage 2	644	-	-	-	-	-

Approach EB NB SB

HCM Control Delay, s 0 0 0
HCM LOS A

Minor Lane/Major Mvmt NBL NBT EBLn1 SBT SBR

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1085	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	0	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

PM EXISTING
 12/25/2018

Intersection												
Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕		↕	
Traffic Vol, veh/h	0	0	0	64	0	17	0	464	85	0	493	0
Future Vol, veh/h	0	0	0	64	0	17	0	464	85	0	493	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	-	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	0	0	0	74	0	20	0	533	98	0	567	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1159	1198	567	1100	1100	533	567	0	0	631	0	0
Stage 1	567	567	-	533	533	-	-	-	-	-	-	-
Stage 2	592	631	-	567	567	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	173	186	523	190	212	547	1005	-	-	951	-	-
Stage 1	508	507	-	531	525	-	-	-	-	-	-	-
Stage 2	493	474	-	508	507	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	167	186	523	190	212	547	1005	-	-	951	-	-
Mov Cap-2 Maneuver	167	186	-	324	332	-	-	-	-	-	-	-
Stage 1	508	507	-	531	525	-	-	-	-	-	-	-
Stage 2	475	474	-	508	507	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	17.7	0	0
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1005	-	-	-	324	547	951	-	-
HCM Lane V/C Ratio	-	-	-	-	0.227	0.036	-	-	-
HCM Control Delay (s)	0	-	-	0	19.3	11.8	0	-	-
HCM Lane LOS	A	-	-	A	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0.9	0.1	0	-	-

HCM 6th TWSC
 2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

PM EXISTING
 12/25/2018

Intersection						
Int Delay, s/veh	0					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	T		T		T	
Traffic Vol, veh/h	0	0	0	481	493	0
Future Vol, veh/h	0	0	0	481	493	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	8	8	2
Mvmt Flow	0	0	0	553	567	0

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1120	567	567	0	-	0
Stage 1	567	-	-	-	-	-
Stage 2	553	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	228	523	1005	-	-	-
Stage 1	568	-	-	-	-	-
Stage 2	576	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	228	523	1005	-	-	-
Mov Cap-2 Maneuver	228	-	-	-	-	-
Stage 1	568	-	-	-	-	-
Stage 2	576	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	0	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1005	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s)	0	-	0	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection												
Int Delay, s/veh	4.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔	↔	↔	↔	↔	↔	↔
Traffic Vol, veh/h	2	4	14	106	1	22	4	370	85	4	422	1
Future Vol, veh/h	2	4	14	106	1	22	4	370	85	4	422	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	2	5	16	122	1	25	5	425	98	5	485	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	993	1029	486	941	931	425	486	0	0	523	0	0
Stage 1	496	496	-	435	435	-	-	-	-	-	-	-
Stage 2	497	533	-	506	496	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	224	234	581	243	267	629	1077	-	-	1043	-	-
Stage 1	556	545	-	600	580	-	-	-	-	-	-	-
Stage 2	555	525	-	549	545	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	213	232	581	231	264	629	1077	-	-	1043	-	-
Mov Cap-2 Maneuver	213	232	-	231	264	-	-	-	-	-	-	-
Stage 1	553	542	-	597	577	-	-	-	-	-	-	-
Stage 2	529	522	-	527	542	-	-	-	-	-	-	-

Approach	EB	WB	NE	SE
HCM Control Delay, s	14.7	32.6	0.1	0.1
HCM LOS	B	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1077	-	-	394	231	629	1043	-	-
HCM Lane V/C Ratio	0.004	-	-	0.058	0.532	0.04	0.004	-	-
HCM Control Delay (s)	8.4	-	-	14.7	37	11	8.5	-	-
HCM Lane LOS	A	-	-	B	E	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	2.8	0.1	0	-	-

Intersection

Int Delay, s/veh	2.9											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	1	1	10	64	2	19	16	473	85	1	498	2
Future Vol, veh/h	1	1	10	64	2	19	16	473	85	1	498	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	1	1	11	74	2	22	18	544	98	1	572	2

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1216	1253	573	1161	1156	544	574	0	0	642	0	0
Stage 1	575	575	-	580	580	-	-	-	-	-	-	-
Stage 2	641	678	-	581	576	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	158	172	519	172	197	539	999	-	-	943	-	-
Stage 1	503	503	-	500	500	-	-	-	-	-	-	-
Stage 2	463	452	-	499	502	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	148	169	519	165	193	539	999	-	-	943	-	-
Mov Cap-2 Maneuver	148	169	-	165	193	-	-	-	-	-	-	-
Stage 1	494	502	-	491	491	-	-	-	-	-	-	-
Stage 2	434	444	-	486	501	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	14.9	36.6	0.2	0
HCM LOS	B	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	999	-	-	376	166	539	943	-	-
HCM Lane V/C Ratio	0.018	-	-	0.037	0.457	0.041	0.001	-	-
HCM Control Delay (s)	8.7	-	-	14.9	43.7	12	8.8	-	-
HCM Lane LOS	A	-	-	B	E	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	2.1	0.1	0	-	-

HCM 6th TWSC
 2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	W		W	↑	↑	
Traffic Vol, veh/h	2	6	10	482	495	3
Future Vol, veh/h	2	6	10	482	495	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	7	11	554	569	3

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1147	571	572	0	-	0
Stage 1	571	-	-	-	-	-
Stage 2	576	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	220	520	1001	-	-	-
Stage 1	565	-	-	-	-	-
Stage 2	562	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	218	520	1001	-	-	-
Mov Cap-2 Maneuver	218	-	-	-	-	-
Stage 1	559	-	-	-	-	-
Stage 2	562	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	14.6	0.2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1001	-	386	-	-
HCM Lane V/C Ratio	0.011	-	0.024	-	-
HCM Control Delay (s)	8.6	-	14.6	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

EPAP AM
 12/25/2018

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⬆			⬆	⬆	⬆	⬆	⬆		⬆	
Traffic Vol, veh/h	0	0	0	106	0	21	0	415	85	0	432	0
Future Vol, veh/h	0	0	0	106	0	21	0	415	85	0	432	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	-	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	0	0	0	122	0	24	0	477	98	0	497	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1035	1072	497	974	974	477	497	0	0	575	0	0
Stage 1	497	497	-	477	477	-	-	-	-	-	-	-
Stage 2	538	575	-	497	497	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	210	220	573	231	252	588	1067	-	-	998	-	-
Stage 1	555	545	-	569	556	-	-	-	-	-	-	-
Stage 2	527	503	-	555	545	-	-	-	-	-	-	-
Platoon blocked, %												
Mov Cap-1 Maneuver	201	220	573	231	252	588	1067	-	-	998	-	-
Mov Cap-2 Maneuver	201	220	-	362	366	-	-	-	-	-	-	-
Stage 1	555	545	-	569	556	-	-	-	-	-	-	-
Stage 2	505	503	-	555	545	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	18.5	0	0
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1067	-	-	-	362	588	998	-	-
HCM Lane V/C Ratio	-	-	-	-	0.337	0.041	-	-	-
HCM Control Delay (s)	0	-	-	0	19.9	11.4	0	-	-
HCM Lane LOS	A	-	-	A	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	1.5	0.1	0	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

EPAP PM
 12/25/2018

Intersection

Int Delay, s/veh	1.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕		↕	
Traffic Vol, veh/h	0	0	0	64	0	17	0	496	85	0	544	0
Future Vol, veh/h	0	0	0	64	0	17	0	496	85	0	544	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	-	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	0	0	0	74	0	20	0	570	98	0	625	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1254	1293	625	1195	1195	570	625	0	0	668	0	0
Stage 1	625	625	-	570	570	-	-	-	-	-	-	-
Stage 2	629	668	-	625	625	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	149	163	485	163	186	521	956	-	-	922	-	-
Stage 1	473	477	-	506	505	-	-	-	-	-	-	-
Stage 2	470	456	-	473	477	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	143	163	485	163	186	521	956	-	-	922	-	-
Mov Cap-2 Maneuver	143	163	-	297	309	-	-	-	-	-	-	-
Stage 1	473	477	-	506	505	-	-	-	-	-	-	-
Stage 2	452	456	-	473	477	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	19.2	0	0
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	956	-	-	-	297	521	922	-	-
HCM Lane V/C Ratio	-	-	-	-	0.248	0.038	-	-	-
HCM Control Delay (s)	0	-	-	0	21.1	12.2	0	-	-
HCM Lane LOS	A	-	-	A	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	1	0.1	0	-	-

Intersection												
Int Delay, s/veh	5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	2	4	14	106	1	22	4	417	85	4	439	1
Future Vol, veh/h	2	4	14	106	1	22	4	417	85	4	439	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	2	5	16	122	1	25	5	479	98	5	505	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1067	1103	506	1015	1005	479	506	0	0	577	0	0
Stage 1	516	516	-	489	489	-	-	-	-	-	-	-
Stage 2	551	587	-	526	516	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	200	211	566	217	241	587	1059	-	-	996	-	-
Stage 1	542	534	-	561	549	-	-	-	-	-	-	-
Stage 2	519	497	-	535	534	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	189	209	566	206	239	587	1059	-	-	996	-	-
Mov Cap-2 Maneuver	189	209	-	206	239	-	-	-	-	-	-	-
Stage 1	539	531	-	558	546	-	-	-	-	-	-	-
Stage 2	493	495	-	513	531	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	15.5	39.7	0.1	0.1
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1059	-	-	367	206	587	996	-	-
HCM Lane V/C Ratio	0.004	-	-	0.063	0.597	0.043	0.005	-	-
HCM Control Delay (s)	8.4	-	-	15.5	45.5	11.4	8.6	-	-
HCM Lane LOS	A	-	-	C	E	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	3.4	0.1	0	-	-

HCM 6th TWSC
 2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

Intersection

Int Delay, s/veh	0.3					
Movement	EBL	EBR	NBL	NBT	SEB	SBR
Lane Configurations	↔		↔	↕	↕	
Traffic Vol, veh/h	3	12	3	438	433	1
Future Vol, veh/h	3	12	3	438	433	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	8	8	2
Mvmt Flow	3	14	3	503	498	1

Major/Minor

	Minor2	Major1		Major2	
Conflicting Flow All	1008	499	499	0	0
Stage 1	499	-	-	-	-
Stage 2	509	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-
Pot Cap-1 Maneuver	267	572	1065	-	-
Stage 1	610	-	-	-	-
Stage 2	604	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	266	572	1065	-	-
Mov Cap-2 Maneuver	266	-	-	-	-
Stage 1	608	-	-	-	-
Stage 2	604	-	-	-	-

Approach

	EB	NE	SB
HCM Control Delay, s	13	0.1	0
HCM LOS	B		

Minor Lane/Major Mvmt

	NBL	NBT	EBLn1	SEB	SBR
Capacity (veh/h)	1065	-	465	-	-
HCM Lane V/C Ratio	0.003	-	0.037	-	-
HCM Control Delay (s)	8.4	-	13	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

PM EPAP PLUS PROJECT
 12/25/2018

Intersection												
Int Delay, s/veh	3.4											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↕	↕	↕	↕	↕	↕	↕	↕
Traffic Vol, veh/h	1	1	10	64	2	19	16	505	85	1	549	2
Future Vol, veh/h	1	1	10	64	2	19	16	505	85	1	549	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	1	1	11	74	2	22	18	580	98	1	631	2

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1311	1348	632	1256	1251	580	633	0	0	678	0	0
Stage 1	634	634	-	616	616	-	-	-	-	-	-	-
Stage 2	677	714	-	640	635	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	136	151	480	148	172	514	950	-	-	914	-	-
Stage 1	467	473	-	478	482	-	-	-	-	-	-	-
Stage 2	443	435	-	464	472	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	127	148	480	141	169	514	950	-	-	914	-	-
Mov Cap-2 Maneuver	127	148	-	141	169	-	-	-	-	-	-	-
Stage 1	458	473	-	469	473	-	-	-	-	-	-	-
Stage 2	414	427	-	451	472	-	-	-	-	-	-	-

Approach	EB	WB	NE	SB
HCM Control Delay, s	16.1	46.4	0.2	0
HCM LOS	C	E		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	950	-	-	338	142	514	914	-	-
HCM Lane V/C Ratio	0.019	-	-	0.041	0.534	0.042	0.001	-	-
HCM Control Delay (s)	8.9	-	-	16.1	56.2	12.3	8.9	-	-
HCM Lane LOS	A	-	-	C	F	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	2.6	0.1	0	-	-

HCM 6th TWSC
2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y		Y	↑	↑	
Traffic Vol, veh/h	2	6	10	514	546	3
Future Vol, veh/h	2	6	10	514	546	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	100	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	7	11	591	628	3

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1243	630	631	0	-	0
Stage 1	630	-	-	-	-	-
Stage 2	613	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	193	482	951	-	-	-
Stage 1	531	-	-	-	-	-
Stage 2	541	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	191	482	951	-	-	-
Mov Cap-2 Maneuver	191	-	-	-	-	-
Stage 1	525	-	-	-	-	-
Stage 2	541	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	15.6	0.2	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	951	-	349	-	-
HCM Lane V/C Ratio	0.012	-	0.026	-	-
HCM Control Delay (s)	8.8	-	15.6	-	-
HCM Lane LOS	A	-	C	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

CUMULATIVE AM
 12/26/2018

Intersection												
Int Delay, s/veh	1.8											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↗	↖	↗	↖	↖	↗	↕
Traffic Vol, veh/h	0	0	0	85	0	45	0	550	100	15	560	0
Future Vol, veh/h	0	0	0	85	0	45	0	550	100	15	560	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	0	0	0	98	0	52	0	632	115	17	644	0

Major/Minor	Minor2		Minor1		Major1		Major2				
Conflicting Flow All	994	1425	322	988	1310	316	644	0	747	0	0
Stage 1	678	678	-	632	632	-	-	-	-	-	-
Stage 2	316	747	-	356	678	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-
Pot Cap-1 Maneuver	199	134	674	201	158	680	937	-	-	857	-
Stage 1	408	450	-	435	472	-	-	-	-	-	-
Stage 2	670	418	-	634	450	-	-	-	-	-	-
Platoon blocked, %											
Mov Cap-1 Maneuver	181	131	674	198	155	680	937	-	-	857	-
Mov Cap-2 Maneuver	181	131	-	319	279	-	-	-	-	-	-
Stage 1	408	441	-	435	472	-	-	-	-	-	-
Stage 2	619	418	-	621	441	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	17.6	0	0.2
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	937	-	-	-	319	680	857	-	-
HCM Lane V/C Ratio	-	-	-	-	0.306	0.076	0.02	-	-
HCM Control Delay (s)	0	-	-	0	21.2	10.7	9.3	-	-
HCM Lane LOS	A	-	-	A	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	1.3	0.2	0.1	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

CUMULATIVE PM
 12/26/2018

Intersection												
Int Delay, s/veh	1.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕		↕	↕
Traffic Vol, veh/h	0	0	0	50	0	30	0	600	65	40	755	0
Future Vol, veh/h	0	0	0	50	0	30	0	600	65	40	755	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	-	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	0	0	0	57	0	34	0	690	75	46	868	0

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1305	1725	434	1216	1650	345	868	0	0	765	0	0
Stage 1	960	960	-	690	690	-	-	-	-	-	-	-
Stage 2	345	765	-	526	960	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	118	88	570	137	98	651	772	-	-	844	-	-
Stage 1	276	333	-	401	444	-	-	-	-	-	-	-
Stage 2	644	410	-	503	333	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	103	79	570	126	88	651	772	-	-	844	-	-
Mov Cap-2 Maneuver	103	79	-	251	201	-	-	-	-	-	-	-
Stage 1	276	298	-	401	444	-	-	-	-	-	-	-
Stage 2	610	410	-	450	298	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	18.8	0	0.5
HCM LOS	A	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	772	-	-	-	251	651	844	-	-
HCM Lane V/C Ratio	-	-	-	-	0.229	0.053	0.054	-	-
HCM Control Delay (s)	0	-	-	0	23.6	10.8	9.5	-	-
HCM Lane LOS	A	-	-	A	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0.9	0.2	0.2	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

CUM AM PLUS PROJECT
 12/26/2018

Intersection												
Int Delay, s/veh	2.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↑	↑	↑	↑↑	↑	↑	↑↑	
Traffic Vol, veh/h	2	4	14	85	1	46	4	552	100	19	567	1
Future Vol, veh/h	2	4	14	85	1	46	4	552	100	19	567	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	2	5	16	98	1	53	5	634	115	22	652	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1025	1456	327	1017	1341	317	653	0	0	749	0	0
Stage 1	697	697	-	644	644	-	-	-	-	-	-	-
Stage 2	328	759	-	373	697	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	189	129	669	192	151	679	930	-	-	856	-	-
Stage 1	398	441	-	428	466	-	-	-	-	-	-	-
Stage 2	659	413	-	620	441	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	170	125	669	178	146	679	930	-	-	856	-	-
Mov Cap-2 Maneuver	170	125	-	302	269	-	-	-	-	-	-	-
Stage 1	396	430	-	426	464	-	-	-	-	-	-	-
Stage 2	603	411	-	583	430	-	-	-	-	-	-	-

Approach	EB	WB	NE	SB
HCM Control Delay, s	17.6	18.5	0.1	0.3
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	930	-	-	309	302	679	856	-	-
HCM Lane V/C Ratio	0.005	-	-	0.074	0.327	0.078	0.026	-	-
HCM Control Delay (s)	8.9	-	-	17.6	22.6	10.7	9.3	-	-
HCM Lane LOS	A	-	-	C	C	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	1.4	0.3	0.1	-	-

HCM 6th TWSC
2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

CUM AM PLUS PROJECT
12/26/2018

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑	↑↑	
Traffic Vol, veh/h	3	12	3	597	576	1
Future Vol, veh/h	3	12	3	597	576	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	8	8	2
Mvmt Flow	3	14	3	686	662	1

Major/Minor	Minor2	Major1	Major2			
Conflicting Flow All	1012	332	663	0	-	0
Stage 1	663	-	-	-	-	-
Stage 2	349	-	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-	-
Pot Cap-1 Maneuver	236	664	922	-	-	-
Stage 1	474	-	-	-	-	-
Stage 2	685	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	235	664	922	-	-	-
Mov Cap-2 Maneuver	235	-	-	-	-	-
Stage 1	472	-	-	-	-	-
Stage 2	685	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.7	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	922	-	486	-	-
HCM Lane V/C Ratio	0.004	-	0.035	-	-
HCM Control Delay (s)	8.9	0	12.7	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

HCM 6th TWSC
 1: SOUTH PROJECT ACCESS/REGENCY DR & MERCY SPRINGS RD

CUM PM PLUS PROJECT
 12/26/2018

Intersection												
Int Delay, s/veh	1.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕	↕	↕	↕		↕	↕
Traffic Vol, veh/h	1	1	10	50	2	32	16	609	65	41	760	2
Future Vol, veh/h	1	1	10	50	2	32	16	609	65	41	760	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	-	-	-
Veh in Median Storage, #	-	0	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	1	1	11	57	2	37	18	700	75	47	874	2

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	1356	1780	438	1268	1706	350	876	0	0	775	0	0
Stage 1	969	969	-	736	736	-	-	-	-	-	-	-
Stage 2	387	811	-	532	970	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	108	81	567	125	90	646	766	-	-	837	-	-
Stage 1	272	330	-	377	423	-	-	-	-	-	-	-
Stage 2	608	391	-	499	330	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	91	71	567	109	78	646	766	-	-	837	-	-
Mov Cap-2 Maneuver	91	71	-	228	185	-	-	-	-	-	-	-
Stage 1	266	294	-	368	413	-	-	-	-	-	-	-
Stage 2	557	382	-	434	294	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	18.5	20.6	0.2	0.5
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	766	-	-	281	226	646	837	-	-
HCM Lane V/C Ratio	0.024	-	-	0.049	0.264	0.057	0.056	-	-
HCM Control Delay (s)	9.8	-	-	18.5	26.6	10.9	9.6	-	-
HCM Lane LOS	A	-	-	C	D	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	1	0.2	0.2	-	-

HCM 6th TWSC
2: MERCY SPRINGS RD & NORTH PROJECT ACCESS

CUM PM PLUS PROJECT
12/26/2018

Intersection						
Int Delay, s/veh	0.2					
Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations	Y			↑↑		↑↑
Traffic Vol, veh/h	2	6	10	631	797	3
Future Vol, veh/h	2	6	10	631	797	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	8	8	2
Mvmt Flow	2	7	11	725	916	3

Major/Minor	Minor2	Major1	Major2		
Conflicting Flow All	1303	460	919	0	0
Stage 1	918	-	-	-	-
Stage 2	385	-	-	-	-
Critical Hdwy	6.84	6.94	4.14	-	-
Critical Hdwy Stg 1	5.84	-	-	-	-
Critical Hdwy Stg 2	5.84	-	-	-	-
Follow-up Hdwy	3.52	3.32	2.22	-	-
Pot Cap-1 Maneuver	152	548	738	-	-
Stage 1	349	-	-	-	-
Stage 2	657	-	-	-	-
Platoon blocked, %				-	-
Mov Cap-1 Maneuver	148	548	738	-	-
Mov Cap-2 Maneuver	148	-	-	-	-
Stage 1	340	-	-	-	-
Stage 2	657	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	16.3	0.3	0
HCM LOS	C		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	738	-	327	-	-
HCM Lane V/C Ratio	0.016	-	0.028	-	-
HCM Control Delay (s)	10	0.1	16.3	-	-
HCM Lane LOS	A	A	C	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection

Int Delay, s/veh 3.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		⬇			⬆	⬆	⬆	⬆	⬆	⬆	⬆	⬆
Traffic Vol, veh/h	2	4	14	106	1	22	4	417	85	4	439	1
Future Vol, veh/h	2	4	14	106	1	22	4	417	85	4	439	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	2	5	16	122	1	25	5	479	98	5	505	1

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	766	1103	253	754	1005	240	506	0	0	577	0	0
Stage 1	516	516	-	489	489	-	-	-	-	-	-	-
Stage 2	250	587	-	265	516	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	292	210	746	298	240	761	1055	-	-	993	-	-
Stage 1	510	533	-	529	548	-	-	-	-	-	-	-
Stage 2	732	495	-	717	533	-	-	-	-	-	-	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	279	208	746	285	238	761	1055	-	-	993	-	-
Mov Cap-2 Maneuver	279	208	-	285	238	-	-	-	-	-	-	-
Stage 1	507	530	-	526	545	-	-	-	-	-	-	-
Stage 2	703	493	-	692	530	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	13.6	24.1	0.1	0.1
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	1055	-	-	443	284	761	993	-	-
HCM Lane V/C Ratio	0.004	-	-	0.052	0.433	0.033	0.005	-	-
HCM Control Delay (s)	8.4	-	-	13.6	27	9.9	8.6	-	-
HCM Lane LOS	A	-	-	B	D	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	2.1	0.1	0	-	-

Intersection												
Int Delay, s/veh	2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔			↔	↔	↔	↕	↕	↔	↕	↕
Traffic Vol, veh/h	1	1	10	64	2	19	16	505	85	1	549	2
Future Vol, veh/h	1	1	10	64	2	19	16	505	85	1	549	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None									
Storage Length	-	-	-	-	-	96	100	-	300	100	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	8	2	2	8	2
Mvmt Flow	1	1	11	74	2	22	18	580	98	1	631	2

Major/Minor	Minor2		Minor1		Major1		Major2					
Conflicting Flow All	961	1348	317	934	1251	290	633	0	0	678	0	0
Stage 1	634	634	-	616	616	-	-	-	-	-	-	-
Stage 2	327	714	-	318	635	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	211	150	679	221	171	707	946	-	-	910	-	-
Stage 1	434	471	-	445	480	-	-	-	-	-	-	-
Stage 2	660	433	-	668	471	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	199	147	679	213	168	707	946	-	-	910	-	-
Mov Cap-2 Maneuver	199	147	-	213	168	-	-	-	-	-	-	-
Stage 1	426	471	-	437	471	-	-	-	-	-	-	-
Stage 2	624	425	-	654	471	-	-	-	-	-	-	-

Approach	EB	WB	NE	SB
HCM Control Delay, s	13.2	26.6	0.2	0
HCM LOS	B	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	946	-	-	452	211	707	910	-	-
HCM Lane V/C Ratio	0.019	-	-	0.031	0.36	0.031	0.001	-	-
HCM Control Delay (s)	8.9	-	-	13.2	31.3	10.3	9	-	-
HCM Lane LOS	A	-	-	B	D	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.1	1.5	0.1	0	-	-



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February 4, 2019

By U.S. Mail & E-Mail: stacy.elms@losbanos.org

Stacy Souza Elms, Community and Economic Development Director
Department of Community Development
City of Los Banos
520 J Street
Los Banos, CA 93635

Re: Mercey Springs Road Apartments Initial Study/ Mitigated Negative Declaration

Dear Ms. Elms:

This letter is submitted on behalf of Los Banos Unified School District (“District”) in relation to the Mercey Bapaz, LLC (“Project Applicant”), General Plan Amendment and Zone Change to redesignate approximately 5 acres from Low Density Residential to High Density Residential for the development of 96 multi-family residential units (“Project”). The District respectfully requests the Planning Commission consider the District’s comments regarding the Initial Study and Mitigated Negative Declaration (“IS/MND”) and include them as part of the administrative record for the Project. The District appreciates the opportunity to highlight these matters as it moves forward in discussions with the Project Applicant to ensure that Project students can be well served by the District. The District is in contact with the Project Applicant and the parties are working collaboratively to address the matters raised in this letter.

Consultation with the District

As a preliminary matter, we note the District was not consulted in preparation of the IS/MND, but we are pleased with the collaborative nature of recent discussions. We look forward to working with the Project Applicant to ensure school impacts are addressed in a mutually beneficial manner. The California Environmental Quality Act (“CEQA”) requires consultation with other public agencies, including school districts. (*See, e.g.* Pub. Res. Code, §21080.3.)

Limited Liability Partnership

One Capitol Mall, Suite 640 Sacramento, California 95814 Tel 916-329-7433 Fax 916-329-9050

The Project

The proposed Project consists of approximately 5 acres for the development of 96 multi-family residential units within the City of Los Banos. While the IS/MND acknowledges the Project will impact public services, it states that any impact on schools will be less than significant based on limited analysis. The IS/MND provides:

“The proposed project is located within the Los Banos Unified School District (LBUSD). According to LBUSD School Facility Needs Analysis and Justification Study, dated April 2014, the proposed project will generate twenty-four (94) students within the LBUSD. 2030 General Plan Policy LU-I-8 states, ‘require new development to pay its proportionate share of the costs of public infrastructure, services and transportation facilities. This shall include parks, fire and police stations, schools, utilities, roads and other needed infrastructure.’”

To clarify, the Project is anticipated to generate ninety-four (94) students not twenty-four (24).

The IS/MND correctly acknowledges the District does not have adequate space to house Project students. However, it relies on the adoption and payment of Level II developer fees as adequate for Project impacts. For reasons addressed below, this conclusion is improper. (IS/MND pg. 30)

Analysis of Environmental Impacts and Relationship to SB 50

In general, SB 50 provides, among other things, that payment of fees, charges, dedications or other requirements which can be levied against new construction to fund construction or reconstruction of school facilities is deemed to provide full and complete mitigation of impacts of development on school facilities. (See, *Chawanakee Unified School District v. County of Madera* (2011) 196 Cal.App.4th 1016.) The *Chawanakee* court, however, expressly found that the phrase “impacts on school facilities” does not cover all possible environmental impacts that have any type of connection or relationship to schools. (*Id.* at 1028.) Therefore, impacts relating to schools that are not per se “impacts on school facilities” must be identified and analyzed. If those impacts are significant, they must be mitigated. Also, a project’s indirect impacts on parts of the physical environment that are not school facilities are not excused from being considered and mitigated. (*Id.*) For example, an impact on traffic is not excused under SB 50, nor are impacts of construction on the nonschool physical environment. These and other impacts must be considered and mitigated as part of the CEQA process.

As a result of the *Chawanakee* case, the City is required to consider, address, and mitigate any significant impacts which its development is likely to have on schools.

Similarly, any further study should analyze the issue of interim housing for students which will be generated as a result of the Project. Since the District's schools are already at capacity, the District will have to add temporary buildings to house the ninety-four (94) students. The IS/MND states that the District has acquired property to construct an elementary school. (*Id.*) However, this school is already anticipated to be filled by other developments within the District. Furthermore, depending on the construction timelines, it may also not be available to house students at the time the Project begins generating students. As a result, Project students may also need to be housed in temporary facilities. The addition of temporary buildings or classrooms at existing schools may result in multiple significant impacts which must be considered by the Project Applicant and the City. For example, the addition of classrooms would certainly result in impacts from construction relating to noise and air quality. Further, the addition of temporary buildings could lead to aesthetic issues including view impairment or degradation of the visual quality of the site and surroundings, including at the schools themselves. There could be sensitive trees or other plants needing to be removed to accommodate the new facilities, and, importantly, these changes could lead to further aesthetic impacts. The District requests these potential impacts be considered properly within the CEQA process.

Cumulative Impacts

CEQA also requires the City to consider any cumulative impacts related to schools resulting from additional development already approved or pending within the District. (Pub. Res. Code, § 21083.) Cumulative impacts refer to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts. (CEQA Guidelines, § 15355.) The individual effects may be changes resulting from a single project or a number of separate projects. (*Id.* at 15355(a).) The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. (*Id.* at 15355(b).) The District recommends the Project Applicant acknowledge/mitigate any of the potential cumulative environmental impacts of the Project when combined with other proposed developments within the District (including but not limited to traffic, noise, public services and interim facilities impacts).

Options

A host of mitigation options in addition to School Impact Fees under SB 50 may help ensure sufficient school facilities and lessen the impacts of development. Examples include:

- Participation in a Mello-Roos Community Facilities District. As expressed in Government Code section 65995, subdivision (g)(2), a developer may “voluntarily elect[] to establish, or annex into, a community facilities district”
- The City can impose conditions on development related to issues other than school overcrowding, such as the need to widen roads or put in other traffic controls to

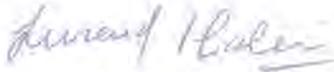
Stacy Souza Elms
February 4, 2019
Page 4

accommodate increased traffic (both from students and generally), safety measures to address pedestrian travel to school, and the need to add sound-proofing to offset noise increases from nearby development and resulting traffic.

In sum, based on the considerations identified above, the District requests the CEQA process be completed in a manner that will address all of the potential impacts on schools and school facilities. The District encourages the City to consider all avenues available to it for mitigation rather than considering itself limited by SB 50. The District is committed to working with the City and the Project Applicant to ensure the Project as well as all of the residents of the community can receive adequate and appropriate educational facilities.

Sincerely,

LOZANO SMITH



Megan E. Macy
Junaid K. Halani

MEM/JKH/ch

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING GENERAL PLAN AMENDMENT #2018-03 FOR MERCY SPRINGS ROAD APARTMENT CONSISTING OF APPROXIMATELY FIVE (5) ACRES LOCATED ON THE WEST SIDE OF MERCY SPRINGS ROAD (SR 165), NORTH OF SANTA BARBARA STREET, AND EAST OF SANTA VENETIA STREET; MORE SPECIFICALLY IDENTIFIED AS ASSESSOR'S PARCEL NUMBER: 082-030-051

WHEREAS, Mercey Bapaz, LLC, as the project applicant, has requested an amendment to the General Plan Land Use Policy Map and Zoning Map to facilitate the development of multi-family residential dwelling units located on approximately five (5) acres west of Mercey Springs Road (SR 165), north of Santa Barbara Street, and east of Santa Venetia Street; and

WHEREAS, the Los Banos General Plan was adopted in July 2009, and is the guiding document for land use in the City of Los Banos; and

WHEREAS, the proposal is consistent with the intent of the General Plan and the Zoning Code regulations; and

WHEREAS, the proposal is compatible with adjacent properties and the surrounding area in general; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, General Plan Amendment #208-03 and Zone Change #2018-03 for Mercey Springs Road Apartments project was adequately evaluated in Mitigated Negative Declaration (SCH #2019011005); and

WHEREAS, the Los Banos Planning Commission held a public hearing on February 5, 2019, for the purpose of considering General Plan Amendment #2018-03 and Zone Change #2018-03 and at the completion of the public hearing, duly considered the evidence presented and recommended approval to the Los Banos City Council; and

WHEREAS, a public hearing was duly noticed for the Los Banos City Council meeting of February 20, 2019, in accordance with California Government Code Section 65091 by advertisement in the Los Banos Enterprise and by mail to property owners within 300 feet of the project boundaries on February 8, 2019, to consider and take

testimony regarding General Plan Amendment #2018-03 and Zone Change #2018-03; and

WHEREAS, at the February 20, 2019, City Council Meeting the Los Banos City Council, heard and considered testimony, if any, of all persons desiring to be heard; reviewed the Project and staff report; studied the compatibility of the applicant's request with adjacent land uses; has considered the applicant's request in accordance with the General Plan Amendment criteria established in Title 9, Chapter 3, Article 8 of the Los Banos Municipal Code; and

WHEREAS, 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 General Plan Amendment #2018-03 for Mercey Springs Road Apartments consisting of approximately five (5) acres located on the west side of Mercey Springs Road (SR 165), north of Santa Barbara Street, and east of Santa Venetia Street; more specifically identified as Assessor's Parcel Number: 082-030-051.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the ___ day of _____, 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 GENERAL PLAN AMENDMENT #2018-03 AND ZONE CHANGE #2018-03 FOR MERCERY SPRINGS ROAD APARTMENTS

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, the Mercey Springs Road Apartments project was evaluated in an Initial Study which determined that the project would not involve any significant environmental effects, provided that the mitigation measures described in the Initial Study were implemented and a Mitigated Negative Declaration (SCH#2019011005) was made.
2. The Mitigated Negative Declaration was adequately noticed and circulated for public review and no public comments on the proposed Mitigated Negative Declaration were received. The City distributed the Notice of Intent with copies of the Mitigated Negative Declaration, and posted the Notice of Intent at the Merced County Clerk's office on January 4, 2019 to February 4, 2019.
3. On the basis of the whole record, including the Mitigated Negative Declaration and public comment, the Planning Commission finds that there is no substantial evidence that the Project may have a significant effect on the environment with proper mitigation.
4. The Mitigated Negative Declaration was prepared in compliance with CEQA and on the basis of the whole record, there is no substantial evidence of significant new information or changes in the environmental setting have occurred that would result in new or greater significant effects not studied in the Initial Study/Mitigated Negative Declaration.
5. The City of Los Banos Community and Economic 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 upon.
6. Upon approval of the project analyzed in the Mitigated Negative Declaration, the City of Los Banos will monitor the implementation of the mitigation measures in accordance with the Mitigation Monitoring/Reporting Program.

7. Prior to considering the proposed Project, the City Council considered the Mitigated Negative Declaration for Mercey Springs Road Apartments.

EXHIBIT B

FINDINGS FOR APPROVAL FOR GENERAL PLAN AMENDMENT #2018-03 AND ZONE CHANGE #2018-03 FOR MERCERY SPRINGS ROAD APARTMENTS

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

1. The Los Banos General Plan was adopted by the City on July 15, 2009, and the Project was prepared in accordance with it;
2. The General Plan Amendment and Zone Change will not be detrimental to the health, safety, comfort, or general welfare of the persons residing or working in the City of Los Banos, or injurious to property or improvements in the surrounding neighborhoods or within the City;

EVIDENCE: The High Density Residential land use: (1) is compatible with adjacent residential uses in the vicinity of the project site; and (2) will improve the character of the surrounding neighborhood with new compatible development that meets local and state building standards (3) the project provides for the unaccommodated need for multi-family units in accordance with the Los Banos Housing Element 2014-2023 Program 1D.

3. The use is compatible with the adjacent uses, properties, and neighborhoods, and will not be detrimental or injurious to property or improvements in the neighborhood or to the general welfare of the City and will not result in detrimental effects to neighboring properties or to City services;

EVIDENCE: The project will enhance the surrounding area, because: (1) it will develop contiguous property surrounded by urban development, (2) it will improve aesthetics of the neighborhood with development which meets the City's Community Design Guidelines; and (3) it was analyzed in an Initial Study/Mitigated Negative Declaration that determined that all potentially significant impacts on neighboring properties are reduced to a less than significant level by the incorporation of Mitigation Measures.

EXHIBIT C

CONDITIONS OF APPROVAL FOR GENERAL PLAN AMENDMENT #2018-03 AND ZONE CHANGE #2018-03 FOR MERCY SPRINGS ROAD APARTMENTS

1. The property and use shall be in substantial conformance with the High Density Residential Zoning District (R-3) for the development of multi-family residential units.
2. The applicant or successor(s) in interest agrees as a condition and in consideration of the approval of this and related approvals that it shall defend, indemnify and hold harmless the City of Los Banos or its agents, officers and employees from any claim, action or proceeding against the City or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable.
3. The applicant or successor(s) in interest shall reimburse the City for any court costs and attorney's fees that the City may be required by a court to pay as a result of such action. City may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his obligations under this condition. An agreement to this effect shall be recorded upon demand of City Council concurrent with the issuance of permits or use of the property, whichever occurs first and as applicable. The City shall promptly notify the applicant of any such claim, action or proceeding, and the City shall cooperate fully in the defense thereof. If the City fails to promptly notify the applicant of any such claim, action, or proceeding or fails to cooperate fully in the defense thereof, the applicant shall not thereafter be responsible to defend, indemnify, or hold the City harmless.
4. Prior to approval of any improvement plans, Developer shall form or annex the Property to a community facilities district created for the purposes of funding public safety, as authorized by Government Code section 53313(a) and (b). The form, terms and conditions and the tax rate for the formation of the Mello-Roos district, or in the alternative the annexation of the Property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. District formation or annexation shall be at the sole cost of the Developer.
5. Prior to approval of any improvement plans, the Developer shall form or annex the Property to a Lighting and Landscaping District created for purposes of maintaining public landscape areas, signage and public lighting including a share of traffic signal maintenance costs as authorized pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, and Article XIID of the California Constitution. The form, terms and conditions and the tax rate for the formation of the Lighting and Landscaping

District, or in the alternative the annexation of the Property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. It is the intent of the parties that the assessment of the Property will be apportioned to each parcel in proportion to the special benefit it receives. District formation or annexation shall be at the sole cost of the Developer.

6. The Developer shall implement all Mitigated Measures identified in the Mitigation Monitoring and Reporting Plan for the project (SCH #2019011005), incorporated herein by this reference.

Notice: The conditions of project approval set forth herein include certain fees, dedication requirements, reservation requirements, and other exactions. Pursuant to Government Code section 66020(d)(1), these conditions constitute a written notice of the amount of such fees, and a description of the dedications, reservations, and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the project. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements, or other exactions contained in this notice, complying with all the requirements of section 66020, the applicant will be legally barred from challenging such exactions.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING THE OFFICIAL ZONING MAP BY REZONING PROPERTY FOR MERCY SPRINGS ROAD APARTMENTS LOCATED ON ASSESSOR'S PARCEL NUMBER: 082-030-051 FROM LOW DENSITY RESIDENTIAL (R-1) TO HIGH DENSITY RESIDENTIAL (R-3)

The City Council of the City of Los Banos does hereby ordain as follows:

Section 1. The properties identified as Assessor's Parcel Numbers: 082-030-051 is hereby rezoned as shown on said map from Low Density Residential (R-1) to High Density Residential (R-3).

Section 2. The City Clerk is hereby directed to make the appropriate markings on the Official Zoning Map in conformance with this Ordinance and the provisions of the Los Banos Municipal Code.

Section 3. This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

Introduced by Council Member _____ and seconded by Council Member _____

Passed on the ____ day of February, 2019 by the following vote:

AYES:
NOES:
ABSENT:

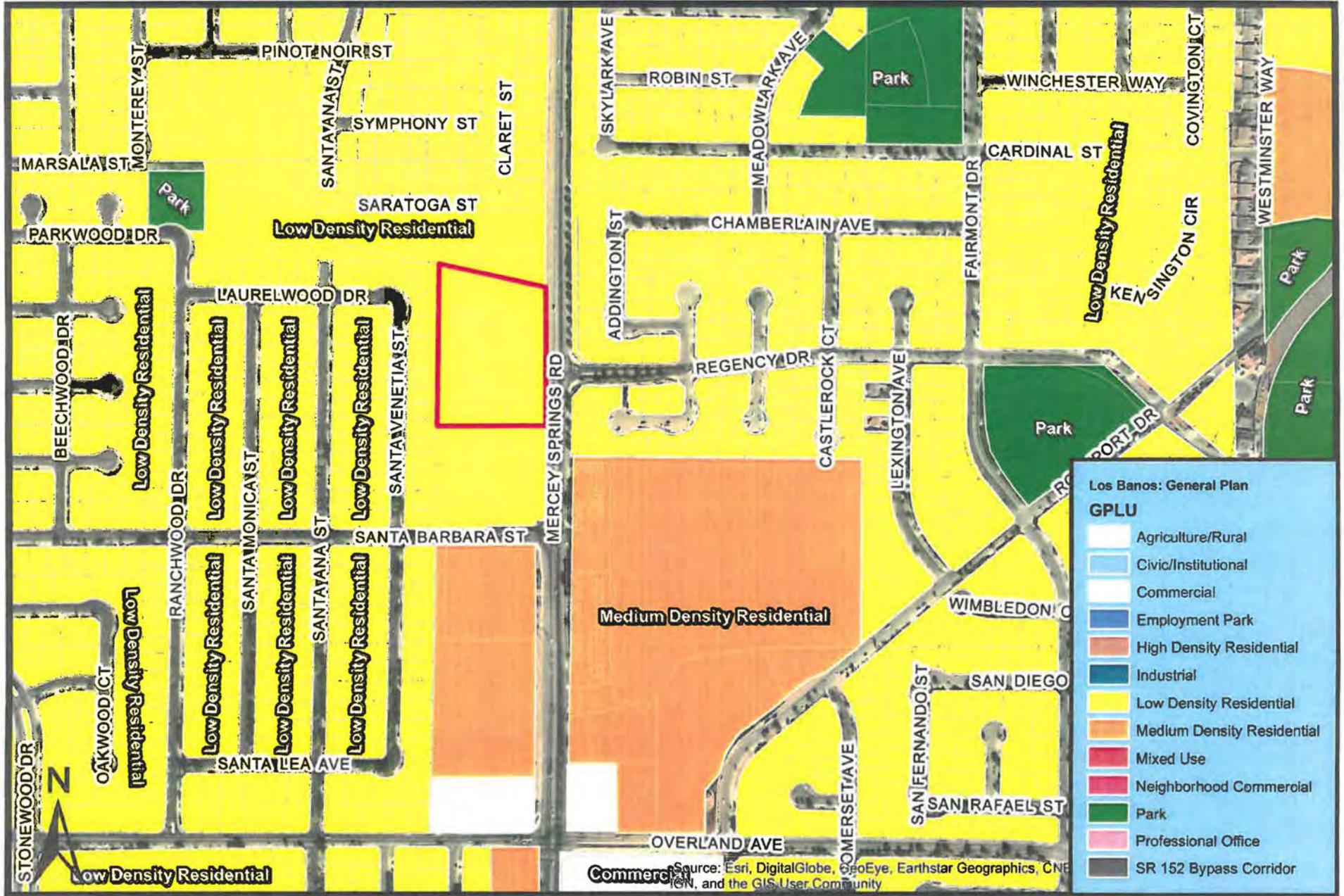
APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

GENERAL PLAN MAP



ZONING MAP



RESIDENTIAL DESIGN STANDARDS

Focus and Intent

The residential design standards address three important components of a residential neighborhood: design of the house itself; relationship of the house to the street and adjoining houses; and the overall design of the neighborhood. When all of these are well designed, the houses and neighborhood are more likely to look attractive and maintain value. In addition, the neighborhood is more likely to facilitate walking and bicycling to nearby destinations, invite social interaction, and result in a safer community that imbues the traditional small town feel of Los Banos. The design standards are also intended to result in neighborhoods that reduce energy dependence, and promote fitness, health, and personal safety.

No specific residential architectural style is required; however the design tenants presented are consistent with and reflect those of traditional American architectural styles. Likewise, no specific formula is presented or required for the design of neighborhoods. The City does not desire a

collection of formulaistic subdivisions based on rigid guidelines, but rather creative and original development that meets the stated objectives. New neighborhoods should be uniquely and imaginatively designed and carried out with quality construction and craftsmanship.

All types of residential development should be thought of foremost as homes for people. The residential design guidelines are intended to accommodate the large variety of home types, including detached single family houses, small lot and courtyard houses, duplex and multifamily dwellings.

New residential development must be designed to be compatible with the existing neighborhood; but where existing residential development is not consistent with the intent of these standards, no attempt should be made to emulate the scale or size of the existing development except to provide transition elements.



General Objectives of Residential Design

- Develop residential neighborhoods that maintain a small town feel.
- Provide convenient access to neighborhood services.
- Encourage pedestrian and bicycle travel and social interaction.
- Observe the basic elements of design for residential buildings, site plans, and neighborhoods.
- New residential development should be compatible with, and complementary to, the existing context in terms of scale, height, front yard setbacks, and neighborhood feel.
- Maintain development at a finer scale, utilizing variations in building form or style, colors and materials.

Building Design

Objectives

- Buildings should be well proportioned, balanced, and attractive on all elevations.
- Buildings should make careful use of mass, façade depth and/or articulation, fenestration, roof overhangs and eaves, detailing, colors, texture variation, and landscaping to ensure that the buildings present a human scale.
- Building architecture should generally draw on traditional residential design concepts.
- Rooflines and building forms should be clean and need not be overly complex or decorated.

- Building designs should maximize energy efficiency.
- Buildings should be designed to be visually harmonious with nearby structures.

Standards

Detailing

RB-1. Balanced Elevations. Keep windows, doors, and other façade elements in balance on each elevation. Extensive blank, solid walls (overly long or overly tall) are discouraged on all elevations and are not permitted on elevations visible to public view. If such walls are necessary for interior or structural reasons, provide some form of variation or decoration such as false windows and balconies, wainscoting, and/or trellis plantings. Generally, a wall that is comprised of 15 to 35 percent window area will result in a pleasing combination of aesthetics, interior lighting, and visible structure. Observe the basic elements of design in building architecture.

RB-2. Characteristics of Materials. ☒ In designing buildings, reflect the natural characteristics, uses, and limitations of the building materials. Heavy types of materials, such as stone or brick, should be used primarily at bases of buildings or for pillars, and should not be used above lighter materials such as wood siding. Surfaces which appear like an appliqué or are out of context of the overall building structure or character shall not be used.

RB-3. Ornamentation. ☒ Design ornamentation to relate to its supposed purpose and be in scale to other building elements. For example, if mock shutters are used, they should relate correctly to the size of the adjacent window; a window box for flowers should match the width of the window.

RB-4. Consistent Finish Materials. Maintain consistent exterior finish materials throughout the building.

RB-5. Uniform Style. Within a lot, keep all building components and accessory structures of a consistent or complementary style, or screened from view.

RB-6. Window Design. ☒ With most architectural styles, windows should be vertically oriented, with a series of adjacent vertical windows used when the width of the window area is greater than the height. Horizontally-oriented windows are acceptable if appropriate to the architectural style.

RB-7. Façade Depth. ☒ Provide depth to the façade by employing recessed and projecting elements, including prominent features such as bay windows and porches, and subtle features such as recessed window planes and raised trim. Windows should be set in from the wall plane to provide depth and shadow to the wall. Features should be appropriate to the architectural style of the house.

RB-8. Corner Houses. ☒ Design houses for corner lots (including lots fronting on pedestrian paths) to present equally important elevations to both frontages. Only fences allowed in front yards shall be constructed on street and pathway frontages. Exceptions may be made for side yards along arterials if a sound wall is approved, or where the rear yard meets the street.

RB-9. Roof Design. ☒ Roofs designs should generally be kept simple and uncluttered. Locate air conditioning, mechanical equipment, antennae and television receiver dishes, and vents on sides of the roof that are not visible from the street whenever possible. The tilt of solar panels should match that of the roof plane.

RB-10. Wall-mounted Utilities. Locate wall-mounted electrical meters, communications reception equipment, and other similar utilities where they are not readily visible from the street.

Sustainability

RB-11. Energy Efficient Buildings. ☒ Design for maximum energy efficiency and conservation. Design residences to minimize the need for artificial lighting, by providing ample windows, eaves that shade in the summer and allow light penetration in the winter, light towers, light wells, dormers, skylights or other features to take advantage of natural lighting. The use of passive solar designs, solar water heating, and photovoltaic systems is encouraged.

RB-12. Roof Orientation. To the extent feasible orient major roof areas to the south to facilitate solar panels, and take advantage of passive solar energy by orienting major window areas to the south.

RB-13. Sustainable Materials. The use of building materials that are recycled and renewable, sustainably grown or produced, and those producing low chemical emissions are encouraged.

Sensitivity to Surroundings

RB-14. People Features. Include building features that support the idea people might appear and observe activity on the street, i.e., windows, balconies, roof terraces, and flower boxes.

RB-15. Privacy Protection. ☒ To the extent practical, new buildings that overlook private yards or common open space of adjacent residences shall be designed to protect the privacy of the adjacent residences, particularly when the house is located close to the property line on that side.



Windows on these elevations should be frosted or placed higher on the wall to reduce views out into adjacent yards.

RB-16. Compatible Infill.  When designing houses for infill on vacant lots, or remodeling homes within existing neighborhoods, take into account the façades, rooflines, and size of adjacent structures. New or remodeled houses should share similarities in character with other houses fronting the same street. If a new or remodeled house would be substantially larger than surrounding houses, reduce the perceived size by breaking up large masses into smaller building elements and accentuating the use of fine detail. When designing building additions complement and balance the overall form, mass, and composition of the house. The discriminating use of saturated colors is acceptable provided the colors do not visually detract from nearby historic places or structures.

Single Family

RB-17. Entryways.  Face entryways toward the street and make them a prominent part of the house design. Front doors should be readily visible from the street to provide a welcome appearance and provide visibility and security.

RB-18. Public Interface. Design homes with front porches, stoops, patios, or other seating opportunities facing the public right-of-way. To ensure usefulness, seating areas should be a minimum of six feet square.

RB-19. Minimize Garages.  Set garages and carports back from the front of the house or utilize side entry garages with windows on the front elevation. Avoid prominent and repetitious placement of garages along the street. Canopies, trellises, or other decorative features that

reduce the prominence of double garage doors should be utilized. Garage doors should not comprise more than half of the front façade. Rear loaded garages are encouraged.

Compact

RB-20. Daylight Access. To increase natural light to small residential lots, consideration should be given to the orientation of roof gables and the effect of the roof line on yard shading.

RB-21. Blank Walls. Avoid large blank walls. If large blank walls with few or no windows are required for purposes of the internal arrangement or to afford privacy to an adjacent yard, provide a decorative treatment, such as vertical variation in siding materials or a mid-way roof.

RB-22. Entryways.  Entryways should face the street, pedestrian access, or parking court, with doors readily visible. Provide a porch or patio area a transition from adjacent walkways, streets, or vehicular accesses. Seating areas should be a minimum of six feet square.

RB-23. Minimize Garages.  Set garages and carports back from the front of the house or utilize alley loaded garages. Avoid prominent and repetitious placement of garages along the street or alley. Garage doors should not dominate the view down an alley.

RB-24. Architectural Detailing. Design with careful attention to architectural detail on small lot houses, modular, and mobile homes to avoid featureless or repetitive façades. Utilize eave overhangs, window trim, porches, and other elements to enhance the appearance of these units.



RB-2. Characteristics of Materials. Stone in an appropriate use as a base material on a pillar.



RB-3. Ornamentation. These shutters are the correct size for the window.



RB-6. Window Design. A series of vertical windows provide window coverage across a wide wall area.



RB-7. Façade Depth. The façade of this house is made more interesting due to the depth and texture of the various elements.



RB-8. Corner Houses. A house designed for a corner lot with a main and a secondary street face.



RB-9. Roof Design. Solar panels match the roof pitch.



RB-11. Energy Efficient Buildings. Solar shingles are used on this building.



RB-15. Privacy Protection. Windows placed high on a side wall provide privacy for the neighbor.



RB-16. Compatible Infill. *This infill house matches the scale and style of adjacent homes.*



RB-17. Entryways. *The front door is a prominent feature of this house.*



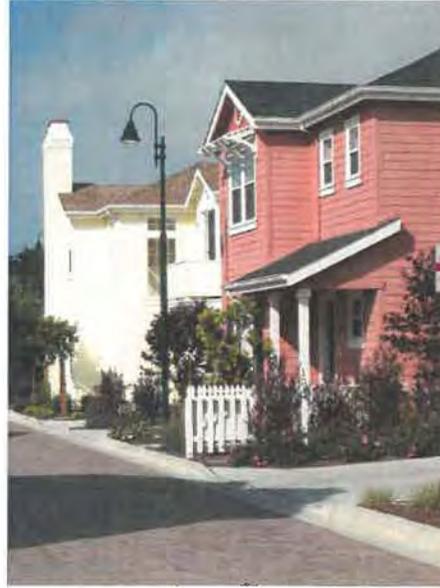
RB-19. Minimize Garages. *The trellis makes the garage an attractive feature.*



RB-22. Entryways. Fronts of compact homes face the main street with access from an alley.



RB-25. Compatible Massing. The massing of this apartment building is comparable to the adjacent single-family neighborhood.



RB-23. Minimize Garages. Variation in setbacks hides garages and provides an interesting streetscape in a compact development.

Multi-Family

RB-25. Compatible Massing.  Use building massing and building articulation that relate to the surrounding neighborhood. Adjacent to single-family neighborhoods use massing that expresses a scale similar to and draws on elements of traditional single family homes. Adjacent to commercial uses building massing should contribute to the visual definition of the street edge.

RB-26. Roof Lines. Vary roof lines of large buildings to present a human scale. Use three-dimensional cornice treatments, parapet wall details, overhanging eaves, etc. to enhance the architectural character of the roof.

RB-27. Varied Façade.  Incorporate varied front setbacks within the same structure with staggered unit plans, use of reverse or different building plans to add variety; and/or place a maximum of two adjacent units with similar exteriors.

RB-28. Compatible Finish. Use colors, details, and finish materials that are compatible with the neighborhood.

RB-29. Window Variation.  On buildings of two or more stories and with large expanses of fenestrated walls visible from the street, introduce thematic variations on window size and/or window mullion patterns from the lower to the upper floors.

RB-30. Entryways. Orient building entries toward streets, landscaped courts, or pedestrian paths, and not directly onto parking lots. Provide parking in the rear of the buildings and dedicate a greater portion of the lot to private backyards.

RB-31. Public Interface.  Provide separate entries and porches for ground-level units. Use patio and porch areas to transition to the adjacent public areas.

RB-32. 360-degree Design. Design side and rear elevations with attention to architectural character and detail comparable to the front façade.

Site Design

Objectives

- Maintain a small town atmosphere through use of human scale and strong relationships between the home, the site, and the street.
- Establish a positive relationship between indoor and outdoor space.
- Make homes and porches more prominent than garages and parking, and make landscaping more prominent than fences or walls.
- Provide convenient, comfortable, and safe pedestrian access.
- Arrange the site so that attractive building elevations face the street to give visual definition to the street edge and provide for security in public spaces.
- Arrange site improvements to respect neighboring properties. Maintain the privacy of neighbors' private outdoor open space and neighbors' private yard access to sunlight. Minimize nuisance to neighboring properties.
- Design the site to maximize energy efficiency and promote environmental quality.
- Design landscaping to enhance aesthetics, comfort, security, and privacy, and conserve water and energy.



Standards

Pedestrian Facilitation

RS-1. Pedestrian Access.  Provide pedestrian access to the house from the street via a route that does not utilize vehicle parking spaces.

RS-2. Pavement.  Minimize the width of driveways, keeping them only as wide as necessary to serve garages. Decorative pavement is encouraged for driveways and walkways. At a minimum, provide decorative pavement as an accent where the driveway meets the sidewalk, or provide a decorative sidewalk along the street or to the house. Pervious paving is encouraged; minimize the use of impermeable paving materials.

Landscaping and Surroundings

RS-3. Solar Orientation. To the extent feasible, building placement on lots should take advantage of solar energy by orienting roofs to provide a southerly exposure ideal for solar panels, and maximizing solar heat gain in winter.

RS-4. Energy Efficient Landscape. Design landscaping to reduce energy consumption and water use. Landscaping should include deciduous trees to shade south-facing walls in the summer and allow sunlight penetration in the winter. Locate trees and shrubbery at east, south, and west elevations to reduce heat gain in summer months. Use drought resistant landscaping for a substantial percentage of yard areas, and limit turf to areas of active use.

RS-5. Landscape Screening. Screen for visual privacy with berms and landscaping rather than solid fences or walls wherever possible.

Integrate vines and climbing plants on blank building walls, trellises, and fences facing the public view. Walls with vines and climbing plants or other suitable landscaping are required where rear yards or full side yards are adjacent to streets or public spaces.

RS-6. Daylight. Maintain sunlight access on adjacent private or public open space at no less than 50 percent of the useable area at any time between the hours of 10 AM and 2 PM on any day of the year. Lay out backyards of sufficient size and configuration to have direct sunlight and to provide useful outdoor living space.

RS-7. Noise. Minimize noise intrusion to adjoining properties. Locate trash storage or service areas in the same general area as adjacent neighbor's trash storage areas rather than next to neighbor's bedroom windows.

RS-8. Light Spill. Minimize light pollution and the illumination level of exterior lighting. Exterior lighting shall be shielded from shining directly onto adjacent residences.

RS-9. Utility Boxes. Locate above-ground utility boxes in non-prominent places, and screen with adequate landscaping or with an architecturally-appropriate wall.

Single Family

RS-10. Eyes on the Street.  Develop building entries and configurations that provide residents with a view from their home onto streets, pedestrian pathways, and other public areas. Front doors shall face the street (or alley or pedestrian walkway, depending on lot arrangement). Accessory dwelling units on alleys may front on them, and units adjacent to pedestrian paths may front on the paths. Orient the front doors of the homes so that they are visible from other homes.



RB-27. Varied Façade. *Varied front walls add visual interest to the front of this apartment building.*



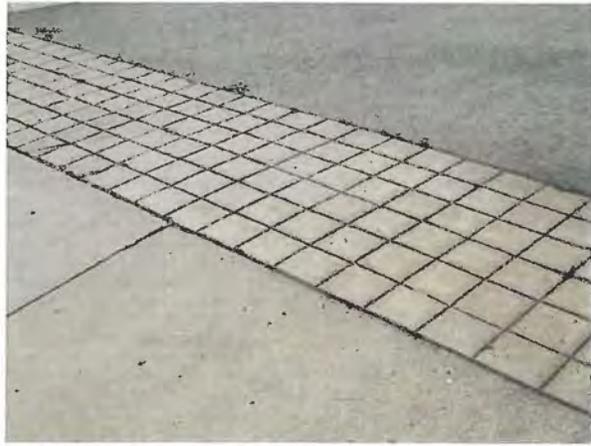
RB-31. Public Interface. *Private space meets the public walkway in these apartments.*



RB-29. Window Variation. *Vertical and horizontal window variation with consistent style.*



RS-1. Pedestrian Access. A flagstone walk offers a more pleasant route to the front door.



RS-2. Pavement. A strip of decorative pavement at beginning of driveway breaks up the expanse of asphalt.



RS-10. Eyes on the Street. The front porch and windows are oriented toward a pedestrian path to provide security.

RS-11. Accessory Building Frontages. Orient accessory dwelling units located on corner lots to face the street and use the same setbacks as primary dwelling unit requirements.

Compact

RS-12. Private Yards. Provide a private yard area protected from the direct view of neighboring windows.

RS-13. Auto Courts and Alleys. Provide landscaping and decorative paving or paving accents within courtyard and alley vehicular accesses. Vary building height and/or setbacks, and place garages so that they do not dominate the view into the courtyard or alley. Garages should generally be set back of living areas, but not so much as to encourage parking that would encroach into the vehicular access area. Design courtyard vehicular access so that the terminating vista features enhanced landscaping or a building element other than a garage.

RS-14. Auto Court Access. Design courtyard and dead-end alley vehicular accesses to meet fire, garbage, and other access requirements. Screen utilities and trash enclosures from view but facilitate necessary access.

RS-15. Street Orientation. Orient front elevations of courtyard corner homes to face the street from which the courtyard gains access.

RS-16. Consistent Site Architecture. Match the design of trash enclosures, grouped mail boxes, and other accessory structures to the architecture of the houses. Integrate signs and information systems into the overall design of the development, and relate signs to the architecture of the houses.

Multi-Family

RS-17. Street Orientation. Arrange development to front on the public right-of-way. Organize the site to place buildings adjacent to the street. Locate off-street parking behind buildings or in the interior of a block.

RS-18. Cluster Design. Consider designs that cluster residential units around open spaces.

RS-19. Pedestrian Routes. Provide separate pedestrian routes of travel through parking lots. Where separate routes of travel cannot be provided, they differentiate from vehicular travel surfaces with color and texture. Arrange parking facilities so they do not dominate the frontage of public streets or interrupt pedestrian routes.

RS-20. Landscaping. Plant trees to generously shade driveways and parking areas. Coordinate tree placement with lighting fixture locations. Use drought-resistant plantings for a substantial portion of the landscaped area, and limit turf to areas of active use.

RS-21. Landscape Security. Design the site layout and landscape to maintain street visibility of doors and windows and enhance security. Provide good visibility by planting large specimen trees, low shrubs, and groundcovers near buildings and pedestrian pathways. Common areas should be visible from adjoining residential units.

RS-22. Site Lighting. Provide lighting at doorways, pathways, parking canopies, and in corridors and service alleys. Utilize parking lot lighting fixtures or standards of ten to twenty feet in height above the pavement. Color temperature of the light should be between 3,500 degrees and 5,000 degrees Kelvin and have an even spectral distribution. Cobra head fixtures



are prohibited. Provide low level lighting for safe nighttime pedestrian circulation on walkways. Shield light fixtures from projecting light onto adjacent properties, and prevent direct visibility of lamps from off-site.

RS-23. Consistent Site Architecture. Match the design of parking canopies, trash enclosures, and other accessory structures to the architecture of the main building. Integrate signs and information systems into the overall design of multi-family residential developments. Relate signs to the architecture of the main building.

RS-24. Trash Receptacles. Provide individual dwelling-size trash receptacles when possible. Screen outdoor trash receptacles and dumpsters from view with permanent wall structures and landscaping. Screen trash receptacle storage areas from neighboring properties and public view with landscaping, and locate them on the site as close as possible to similar functions on adjacent property.

Neighborhood and Streetscape Design

Objectives

- Attain and/or preserve a small town atmosphere in residential neighborhoods. Integrate new neighborhoods with the surrounding community. Respect the scale of neighboring buildings, neighboring land uses, and natural features.
- Create neighborhoods with central focus, clear edges and entry points, and a cohesive design style. Coordinate architecture and landscaping for consistency within neighborhoods and to differentiate neighborhoods from one another.
- Creatively mix land uses within or adjacent to residential neighborhoods to the degree that the market will bear. Achieve

a relatively high net residential density while maintaining a lower perceived density. Include civic uses within or adjacent to residential neighborhoods.

- Design the neighborhood mix based upon the concept of life cycle housing, providing appropriate housing for people in all stages of life within any given neighborhood so that as people move up in the real estate market, they can continue to live close to established friendships.
- Encourage compact residential development to reduce walking distances and prioritize a pedestrian-friendly environment in residential areas and adjoining commercial areas.
- Orient streets and lots to maximize solar energy potential.
- Design attractive, interesting, creative, varied, inviting, relaxing, and/or vibrant streetscapes appropriate to the feel of the neighborhood.

Standards

Character

RN-1. Neighborhood Identity. ☒ Design neighborhoods to be easily identified and differentiated through the use of neighborhood entry features and landscaping, consistent architectural style or architectural elements, and/or streetscape designs. Entry features should be placed at points of entry. Within neighborhoods, visual cues such as landscaping themes, degree of visual enclosure on the streets, and the neighborhood's collective architectural character should be employed to establish unique neighborhood character and an organization of space that identifies the neighborhood as a unique place. Observe the basic elements of design in neighborhood layout.



RS-13. Auto Courts and Alleys. Landscaping provides an attractive termination to a parking court.



RS-15. Street Orientation. Courtyard homes with front elevations toward the main street.



RS-16. Consistent Site Architecture. Wall styling matches building architecture.



RS-17. Street Orientation. Multifamily development fronting onto the street.



RS-18. Cluster Design. Multifamily units clustered around a small lawn and garden areas.



RS-21. Landscape Security. Site design and landscaping provide openness and security at front doors.



RN-1. Neighborhood Identity. A distinctive entry wall and landscaping can set the design tone for a subdivision.



RN-2. Neighborhood Design Continuity. The architecture has a unified feel, but subtle differences in detail and color lend it variety.

RN-2. Neighborhood Design Continuity. ☒ Display design continuity within neighborhoods. Where new commercial and residential development is planned together, reflect a consistent neighborhood character throughout. Use a consistent architectural style; architecture should be varied within a style, rather than through the use of several different styles. Carry a consistent landscape and streetscape character throughout a neighborhood. In neighborhoods with individually-designed custom homes, place additional emphasis on a consistent streetscape.

RN-3. Transition to Adjacent Neighborhoods. Allow one neighborhood to flow or transition into the next. Minimize perimeter walls and neighborhood access gates that result in insular neighborhoods. Lay out new development to make gradual transitions to existing development in terms of height, mass, scale, and materials. New development shall not visually dominate or overwhelm adjacent buildings in terms of color, scale, setbacks, bulk, or enormous disparity in height.

RN-4. Space-efficient Development. Design for compactness to conserve land and facilitate pedestrian and bicycle transportation. Strive for efficient use of land, and use well-designed open space areas judiciously and effectively.

RN-5. Sense of Spaciousness. ☒ Retain a sense of spaciousness in residential neighborhoods by incorporating short blocks, providing for views of open space, clustering homes, varying lots sizes and side setbacks, varying building profiles (height and width), and designing for a low sense of enclosure in street section height-to-width ratios. Consider varied yard orientations, such as locating the principal private outdoor space to the side, rather than the back, of some houses.

RN-6. Creative Open Space. ☒ Provide creative public open space such as parks with water features and outdoor amphitheatres, built-in chess

boards or hop-scotch, or other unique features. As development becomes increasingly compact, the quality of public open space becomes increasingly crucial. Strive for well-placed and carefully designed open spaces. Visually connect and integrate the open space into other public space such as the street right-of-way.

RN-7. Distinctive Entries. ☒ Design neighborhood street systems to provide distinctive entries and frame focal points at important intersections.

RN-8. Attractive Streetscape. Craft the neighborhood design so that a combination of attractive building elevations, park areas, and landscaping face the streets, even on arterial and collector streets, to give visual definition and interest to the street edge. Minimize high fences and walls along streets.

RN-9. Streetscape Variation. Break up the uniformity of straight streets by expanding the planting area into the parking strip at intervals to accommodate large trees, introducing subtle curves or medians, or other techniques to vary the appearance of the streetscape.

Land Uses

RN-10. Residential Mix. Provide a mix of housing densities, lot sizes and unit types within each new residential subdivision.

RN-11. Housing Variety. Apply the life cycle housing concept by including housing of different types, sizes, and price ranges in each neighborhood. Include granny flats or cottages on single-family lots. Provide a mixture of lot sizes from estate-size to compact-size lots. Provide affordable single-family detached homes for moderate incomes, and town homes and accessory units for low and very low incomes. Consider town homes or other development such as duplexes or fourplexes and housing for seniors



that fit with the neighborhood character because they look like single family homes through careful design and siting. Blur the lines between different types of housing.

RN-12. Civic Uses. Include a variety of civic uses such as schools, churches, and open space in residential neighborhoods. Design community functions into neighborhood school facilities. Include limited commercial uses. Allow uses to intermingle.

Utilities and Energy

RN-13. Street Lighting. Utilize street lighting fixtures or standards of ten to twenty feet in height above the pavement. Color temperature of the light should be between 3,500 degrees and 5,000 degrees Kelvin and have an even spectral distribution. Cobra head fixtures are prohibited on residential streets. Shield light fixtures from projecting light onto adjacent properties, and prevent direct visibility of lamps from off-site. Provide low level lighting for safe nighttime pedestrian circulation on separate pathways.

RN-14. Underground Utilities. Place utilities underground to the extent feasible. Integrate above ground utility boxes, meters, and conduits into building designs or screen them from view.

RN-15. Energy Efficient Neighborhood Design. Design neighborhoods for maximum energy efficiency and conservation. Use the street orientation and the use of shading to contribute to the energy efficiency of the community. Orient lots so that as many homes as possible have the long side facing south to facilitate photovoltaic systems and passive solar.

Circulation

RN-16. Streets. ☑ Minimize street widths and use detached sidewalks with regularly spaced streetlights, ample shade trees, and varied lot frontages.

RN-17. Pedestrian Convenience. Make the community more comfortable, accessible, and safe for pedestrians. Keep walking distances between destinations as short as possible; avoid circuitous pedestrian routes. Provide maximum pedestrian facilitation in the design of neighborhoods, with connecting pedestrian and bicycle pathways provided as short-cuts through long blocks or from cul-de-sacs to allow convenient pedestrian access to destinations within or adjacent to the neighborhood, including parks, regional trails, schools, commercial areas, and adjacent neighborhoods.

RN-18. Bike and Pedestrian Circulation. Clearly define the pedestrian and bicycle circulation within a neighborhood and coordinate it with bicycle and pedestrian circulation in adjacent neighborhoods. Avoid gaps and awkward connections.

RN-19. Pathway Design. ☑ Design short-cut pathways with a width to length ratio that avoids a claustrophobic feeling for users (about a 5:1 length to width is recommended). Face the windows and entries of adjacent houses towards the pathway, keep adjacent fence heights low, and avoid hiding places in the landscaping. Provide a low but even level of lighting. Street lights should be located as near each end of pedestrian pathways as possible if the pathway is not separately illuminated. Design bicycle and pedestrian facilities to meet the Caltrans or the American Association of State Highway and Transportation Officials standards.

RN-20. Pedestrian Gates. ☑ Within gated developments, provide pedestrian gates at the vehicular entrances, and supplemental pedestrian entrances as necessary to provide convenient routes to adjacent areas not close to the vehicular entrances. Design gated developments so as not to disrupt pedestrian circulation within and between adjoining neighborhoods.

Single Family

RN-21. Utility Pole Placement. ☑ Place street lights, signposts, and aboveground utility boxes near side property lines or at street corners so they don't detract from views of the houses.

RN-22. Maintain Density. Consider lot and street layouts that emphasize variety in the streetscape and provide useful open space without unnecessarily reducing the net density.

Compact

RN-23. Street Edge. ☑ In compact residential developments, use minimal front yard setbacks from neighborhood streets to give good visual definition to the street, reduce the cost of housing, and maximize private spaces. On major streets where a larger set-back may be necessary or desired, reinforce the street edge through landscaping, such by providing of a low fence along the sidewalk.

RN-24. Streetscape Variation. ☑ Vary the streetscape and break up long straight streets by introducing curves, alternating parking from one side of the street to the other, adding landscaped open spaces at intervals, providing significant variations in building set-backs, or other techniques.

Multi-family

RN-25. Multi-family Opportunities. ☑ Provide a range of multi-family residential opportunities including townhouses, apartments, and residential units over retail in mixed-use settings, and "granny flat" accessory units within single family residential neighborhoods.

RN-26. Compatibility with Single Family Neighborhoods. ☑ Design multi-family residential buildings with a character that is compatible with adjacent single family residential neighborhoods.

RN-27. Mixed Uses. Mixed-use configurations for multi-family developments are encouraged to provide neighborhood-serving commercial in proximity to multi-family residential development.



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RN-5. Sense of Spaciousness. An unusual lot orientation results in a spacious streetscape.



RN-6. Creative Open Space. A small playground and lawn at a high density residential development.



RN-7. Distinctive Entries. A park is the focal point at the entrance to this neighborhood.



RN-16. Streets. Mature street trees have an enormous effect on the feel of a neighborhood.



RN-19. Pathway Design. Pathway between houses has an open feel.



5-22

RN-20. Pedestrian Gates. Pedestrian access is provided at this gated subdivision entry.



RN-21. Utility Pole Placement. Careful placement of poles and utilities reduces interference with the architecture.



RN-23. Street Edge. Front fence reinforces the street edge of these alley access homes with large setback.



RN-24. Streetscape Variation. Trees interrupt the parking and provide variation to the streetscape.



RN-25. Multi-family Opportunities. Granny unit at the rear in downtown Los Banos.



RN-26. Compatibility with Single Family Neighborhoods. The apartment building architecture (at left) is similar to that of the adjacent single-family home.



City of Los Banos

In the County of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: February 8, 2019

Regarding: Notice of Public Hearing

Proposal: General Plan Amendment #2018-03, Zone Change #2018-03, and a Mitigated Negative Declaration (SCH#2019011005)

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider General Plan Amendment #2018-03, Zone Change #2018-03, and a Mitigated Negative Declaration (SCH#2019011005). The proposed project consists of a General Plan Amendment and Zone Change to redesignate approximately 5 acres from Low Density Residential to High Density Residential for the development of 96 multi-family residential units. The project site is located on the west side of Mercey Springs Road (SR 165), north of Santa Barbara Street, and east of Santa Venetia Street; more specifically identified as Assessor's Parcel Number: 082-030-051.

The Los Banos Planning Commission held a public hearing on February 5, 2019, for the purpose of considering the above mentioned project. At the completion of the public hearing, the Planning Commission recommended approval of General Plan Amendment #2018-03, Zone Change #2016-03, and associated MND 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, February 20, 2019, 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, Community and Economic Development Director at City Hall or at (209) 827-2433.

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 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
Community & Economic Development Director



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members
FROM: Stacy Souza Elms, Community and Economic Development Director
DATE: March 20, 2019
TYPE OF REPORT: Public Hearing
SUBJECT: Accessory Dwelling Unit Ordinance.

Recommendation:

Staff recommends that the City Council waive the first reading and introduce an Ordinance to amend Article 30, Chapter 3, of Title 9 of the Los Banos Municipal Code relating to Accessory Dwelling Units.

Background:

Accessory dwelling units (ADUs), also known as second units, secondary living units, mother-in-law units, and granny flats, are small, self-contained living units that have their own kitchen, bedroom(s), and bathroom space. ADUs are self-contained living units that can be located within the walls of a single-family home, be an addition to an existing home, be attached to or located within a detached accessory structure, or be a standalone building on the site of an existing single-family home. ADUs provide additional housing within existing residential neighborhoods, and typically rent for less than a comparably sized apartment or condominium. The lower rents make these units more affordable to low and moderate income individuals or households.

On January 1, 2017, new housing related law went into effect that deemed ADUs units permitted by-right subject to development criteria identified in California Government Code Section 65852.2., commonly referred to as "ADU law." ADU law made the City's existing Second Unit Ordinance "null and void" for being inconsistent with current

legislation that requires cities to follow state standards for approval of ADUs. Cities and counties are permitted to adopt local ordinances regulating ADUs as long as the ordinance is consistent with ADU law.

What is an ADU? An ADU is a secondary dwelling unit on the same parcel as the primary dwelling unit with complete independent living facilities for one or more persons and generally takes four forms:

- *Detached*: The unit is separated from the primary structure
- *Attached*: The unit is attached to the primary structure
- *Repurposed Existing Space*: Space (e.g., master bedroom) within the primary residence is converted into an independent living unit
- *Junior Accessory Dwelling Units*: Similar to repurposed space with various streamlining measures

On February 13, 2019, the Los Banos Planning Commission held a public hearing for the purpose of considering the proposed amendment to the Accessory Dwelling Units Ordinance. At completion of the public hearing, the Planning Commission considered all evidence presented and recommended approval of the proposed Ordinance to the Los Banos City Council.

Discussion:

A. State Law Regulating Accessory Dwelling Units

ADUs are addressed and regulated by California Government Code Sections 65852.15 and 65852.2. In these sections of State law, the State Legislature has declared that California faces a severe housing crisis and ADUs are an essential form of housing in California. As such, the law permits ADUs by-right if they meet specified location and development criteria identified in the law.

State law also permits local agencies to adopt a local ADU ordinance that imposes limited standards on ADUs that include, but are not limited to, parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. While the City may adopt its own ADU ordinance, ADUs are still required to be approved ministerially. That means the ADU ordinance must contain clear, objective development requirements that are not more restrictive than permitted by State law, and if a development proposal for an ADU meets this criteria, the ADU is approved subject to a building permit with no discretionary approval by the Planning Commission. It is the State's intent that locally adopted ADU ordinances not be so arbitrary, excessive, or burdensome so as to unreasonably restrict the construction of ADUs

The proposed Accessory Dwelling Unit (ADU) ordinance incorporates Section 65852.2 of the California Government Code requirements regarding accessory dwelling units into the City's Municipal Code establishing regulations and design standards for ADUs.

The following is a partial list of ADU regulations **required** by ADU law:

- ADUs are subject to ministerial review. If a proposed ADU meets the identified objective criteria identified in the draft ADU Ordinance, as written to be consistent with ADU law, the ADU must be approved.
- ADUs are permitted in residential zoning districts that permit single-family dwellings where there is an existing or proposed single-family dwelling on site.
- Accessory dwelling units may be attached to, detached from, or located entirely within the living area of the existing single-family dwelling.
- ADUs may be constructed over a garage and are subject to a maximum required setback of 5 feet.
- ADUs may be constructed in existing structures, including accessory structures.
- Garages may be converted to ADUs. Converted garages are not subject to setback requirements.
- A detached ADU shall not exceed 1,200 square feet or 50 percent of the living area of the primary dwelling.
- An attached ADU shall not exceed 50 percent of the living area of the primary dwelling or 1,200 square feet, whichever is less.
- One parking space is required for studio and one-bedroom units. Two parking spaces are required for two bedroom and larger units. No parking spaces are required in special circumstances, per state law. These special circumstances cover the majority of future proposed ADUs.
- Required parking spaces may be provided as tandem parking on an existing driveway.
- Accessory dwelling units shall not be required to provide fire sprinklers if they are not required for the primary dwelling.
- A manufactured home may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units.

B. Proposed Accessory Dwelling Unit Ordinance

ADU law permits the City to adopt a local ADU ordinance that imposes limited development standards on ADUs that include, but are not limited to parking, height, setback, lot coverage, landscape, architectural review, maximum size of a unit, and standards that prevent adverse impacts on any real property that is listed in the California Register of Historic Places. While the City may impose these standards on ADUs, the local ordinance may not be more restrictive than the development standards identified in ADU law.

The following is a partial list of ADU regulations proposed in the draft ADU ordinance:

- Only one accessory dwelling unit or, junior accessory dwelling unit, may be located on any residentially zoned lot that permits a single-family dwelling except as otherwise regulated or restricted by an adopted Master Plan or Development Plan.
- The owner of a parcel proposed for an accessory dwelling unit shall occupy as a principal residence either the primary dwelling or the accessory dwelling.
- An accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.
- Accessory dwelling units shall not be rented or leased for less than 30-consecutive days.
- A deed restriction shall be completed and recorded, in compliance with Section (b) below.
- A minimum parcel size shall not be required, but all applicable residential zoning district requirements regarding setbacks, coverage, and floor area ratio shall be met.
- The minimum living area of an attached accessory dwelling unit shall be 150 square feet. The minimum living area for a detached accessory dwelling unit shall be 400 square feet.
- Attached accessory dwelling units shall not exceed fifty percent (50%) of the existing dwelling unit living area of the primary dwelling, or 1,200 square feet, whichever is less. Detached accessory dwelling units shall not exceed a total floor area of 1,200 square feet. The limitations set forth above notwithstanding, an Efficiency Unit shall be allowed regardless of the size of the primary dwelling unit.

- The accessory dwelling unit shall comply with all applicable building, health, and Fire Codes.
- The accessory dwelling unit shall comply with all applicable zoning regulations (including, but not limited to, required setbacks, parking, coverage, and height limits).
- The accessory dwelling unit shall be served by the same driveway access to the street as the primary dwelling unit.
- If the accessory dwelling unit is attached to the primary dwelling unit, both the accessory dwelling unit and the primary dwelling unit must be served by either a common entrance or a separate entrance to the accessory dwelling unit and must be located on the side or at the rear of the primary dwelling unit. There shall be no exterior stairway to the second floor of a primary dwelling unit from the front of the primary dwelling unit.
- An accessory dwelling unit may not have more than two (2) bedrooms.
- The accessory dwelling unit shall be similar or compatible in character to the primary dwelling unit on the site in terms of architectural design and landscaping and shall be compatible with the neighborhood and shall incorporate the same colors and materials as the primary residence.
- A permanent foundation shall be required for all accessory dwelling units.
- A manufactured home may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this section, including the yard, setback, height and architectural requirements. The manufactured home shall be constructed on a permanent foundation. Other types of portable or temporary housing, such as mobile homes, recreational vehicles, or tents may not be used as accessory dwelling units.
- Accessory dwelling units shall not be required to be equipped with fire sprinklers unless fire sprinkler installation is required for the primary dwelling.
- Detached accessory dwelling units shall not exceed one story and a height of 15 feet, unless the accessory dwelling unit is constructed above a garage, in which case the structure shall comply with the height limits of the underlying zoning district.

The proposed Ordinance also allows for Junior Accessory Dwelling Units (JDAUs).

Government Code Section 65852.22 provides a unique option for Junior ADUs. The statute allows local governments to adopt ordinances for JADUs, which are no more than 500 square feet and are typically bedrooms in a single-family home that have an

entrance into the unit from the main home and an entrance to the outside from the JADU. The JADU must have cooking facilities, including a sink, but is not required to have a private bathroom. Current law does not prohibit local governments from adopting an ordinance for a JADU, and this bill explicitly allows, not requires, a local agency to do so. If the ordinance requires a permit, the local agency shall not require additional parking or charge a fee for a water or sewer connection as a condition of granting a permit for a JADU.

JADUs bridge the gap between a roommate and a tenant by offering an interior connection between the unit and main living area. The doors between the two spaces can be secured from both sides, allowing them to be easily privatized or incorporated back into the main living area. These units share central systems, require no fire separation, and have a basic kitchen, utilizing small plug in appliances, reducing development costs. They present no additional stress on utility services or infrastructure because they simply repurpose spare bedrooms that do not expand the homes planned occupancy. By adopting a JADU ordinance, local governments can offer homeowners additional options to take advantage of underutilized space and better address its housing needs.

ENVIRONMENTAL REVIEW:

Pursuant to Public Resource Code Section 21080.17 and CEQA Guidelines Section 15282(h), the adoption of an ordinance regarding second units in a single-family, or multifamily zone by a city or county to implement provisions of Sections 65852.1 and 65852.2 of the Government Code relating

Reviewed by:



Alex Terrazas, City Manager

Attachments:

Ordinance
FAQ ADUs
FAQ JADUs
Public Hearing Notice – March 8, 2019

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING AND RESTATING ARTICLE 30 CHAPTER 3 OF TITLE 9 OF THE LOS BANOS MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

WHEREAS, the State legislature has found and declared that, among other things, allowing accessory dwelling units in single-family and multifamily zones provides additional rental housing and are an essential component in addressing housing needs in California; and;

WHEREAS, the City of Los Banos ("City") seeks to ensure that the City's zoning laws are consistent with the goals, policies and standards set forth in the City's General Plan, federal law, and state law as it relates to the regulation and approval of second dwelling units within the City; and

WHEREAS, on September 27, 2016, Governor Brown approved California Assembly Bill 2299 ("AB 2299") and California Senate Bill 1069 ("SB 1069"), which change the manner in which second dwelling units (now called "accessory dwelling units") must be regulated and processed by local agencies;

WHEREAS, effective January 1, 2017, AB 2299 and SB 1069, codified at Gov. Code §§ 65852.2, 65582.1, 65583.1, 65589.4, 65852.150, and 66412.2, adopt new requirements for local agencies' regulation of accessory dwelling units and approval of applications for accessory dwelling units; and

WHEREAS, AB 2299 and SB 1069 further provide that in the event a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of the new legislation, any conflicting provisions shall be null and void upon January 1, 2017, unless and until the agency adopts an ordinance that complies with AB 2299 and SB 1069; and

WHEREAS, the proposed amendments to the Los Banos Municipal Code are intended to ensure the City's procedural and substantive requirements for accessory dwelling units are consistent with the above-described recent changes to State law; and

WHEREAS, the Los Banos 2030 General Plan, and 2014-2023 Housing Element updates included policies and programs to support and create affordable housing, a diverse range of housing types; and

WHEREAS, the subject Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3) and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378, and the activity is covered by the general rule that CEQA

applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, the Planning Commission held a public hearing on February 27, 2019 and recommended approval of the proposed Ordinance with findings of General Plan consistency, and

WHEREAS, the City Council conducted a duly noticed public hearing on the on March 20, 2019 and April __, 2019 at which time all individuals desiring to comment on the proposed amendments were heard; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS BANOS DOES ORDAIN AS FOLLOWS:

Section 1: Article 30 of Chapter 3 of Title 9 of the Los Banos Municipal Code shall be amended and restated in its entirety to read as follows:

TITLE 9 PLANNING AND ZONING
CHAPTER 3 ZONING
ARTICLE 30. ACCESSORY DWELLING UNITS

Sec. 9-3.3001 Purpose and Intent.

The California Legislature has declared that accessory dwelling units are a valuable and essential component of California's housing supply. The purpose of this Article is: to incorporate Section 65852.2 of the California Government Code requirements regarding accessory dwelling units into the City's regulations and design standards; to ensure that accessory dwelling units located in residential districts in a manner which protects the integrity of the residential district and do not adversely impact either adjacent residential parcels or the surrounding neighborhood; while providing for needed housing opportunities.

Sec. 9-3.3002 Definitions.

For the purposes of this Article, unless otherwise apparent from the context, certain words and phrases used in this Article are defined as follows:

(a) "Accessory dwelling unit" means an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An accessory dwelling unit also includes the following as required by Government Code Section 65852.2:

(1) An efficiency unit, as defined in Section 17958.1 of the Health and Safety Code for occupancy by no more than two persons which have a minimum floor area of 150 square feet and which may also have partial kitchen or bathroom facilities.

(2) A manufactured home, as defined in Section 18007 of the Health and Safety Code.

(b) "Junior accessory dwelling unit" means a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

(c) "Living area" means the interior habitable area of a dwelling unit, including basements and attics but not including a garage or an accessory building.

(d) "Passageway" means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

(e) "Tandem parking" means that two or more automobiles are parked on a driveway or in any other location on a lot, lined up behind one another.

Sec. 9-3.3003 Permitted Use.

(a) One accessory dwelling unit is permitted on any residentially zoned lot where there is an existing or proposed single-family dwelling on site, subject to the standards of this Article.

(b) An accessory dwelling unit is not permitted if there is more than one single-family dwelling, a duplex, or multi-family dwelling on the lot. An accessory dwelling unit may be attached or detached from the primary dwelling and may be created by the conversion of a portion of, or an addition to, the primary dwelling, accessory structure, or by the construction of a new structure.

Sec. 9-3.3004 Ministerial Zoning Clearance Certificate Requirement.

(a) Accessory Dwelling Unit Zoning Clearance Certificate Required. An approved accessory dwelling unit zoning clearance certificate shall be obtained prior to the issuance of a building permit for the construction, conversion and/or development of an accessory dwelling unit. Pursuant to California Government Code Section 65852.2, the accessory unit zoning clearance certificate shall be considered ministerial without any discretionary review or a hearing. Accessory dwelling units are exempt from the California Environmental Quality Act.

(b) Application.

(1) Applications for an accessory dwelling unit zoning clearance certificate shall be filed with the community and economic development director on forms provided by the community and economic development department.

(2) An application for an accessory dwelling unit zoning clearance certificate shall be accompanied by a fee established by resolution of the city council to cover the cost of handling the application as prescribed in this subsection.

(3) Once an application is deemed complete the application must be approved or denied within one hundred and twenty (120) days.

(4) An accessory dwelling unit zoning clearance certificate shall only be issued with finding that the plan for the accessory dwelling unit complies with all requirements of the zoning regulations contained in this Article.

(c) Existing Accessory Dwelling Units. This Article shall in no way validate an illegal accessory dwelling unit. An application for an accessory dwelling unit zoning clearance certificate may be made pursuant to the provisions of this Article to convert an illegal accessory dwelling unit into a lawful accessory dwelling unit, or to allow for the replacement, alteration or expansion of an existing nonconforming accessory dwelling unit. The conversion of an illegal accessory dwelling unit into a lawful accessory dwelling unit, or the replacement, alteration or expansion of an existing nonconforming accessory dwelling unit shall be subject to the requirements of this Article.

Sec. 9-3.3005 Accessory Dwelling Unit Development Standards.

This Section provides standards for the establishment of accessory dwelling units, permitted as set forth under State Law AB 1866 (Chapter 1062, Statutes of 2002) Sections 65852.150 and 65852.2 of the Government Code.

(a) Development Standards. Accessory dwelling units shall comply with the following standards:

(1) Number of Units Allowed. Only one accessory dwelling unit or, junior accessory dwelling unit, may be located on any residentially zoned lot that permits a single-family dwelling except as otherwise regulated or restricted by an adopted Master Plan or Development Plan.

(2) Owner Occupancy: The owner of a parcel proposed for an accessory dwelling unit shall occupy as a principal residence either the primary dwelling or the accessory dwelling.

(3) Sale Prohibited: An accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.

(4) Short Term Rental. Accessory dwelling units shall not be rented or leased for less than 30-consecutive days.

(5) Deed Restriction: A deed restriction shall be completed and recorded, in compliance with Section (b) below.

(6) Site Requirements. A minimum parcel size shall not be required, but all applicable residential zoning district requirements regarding setbacks, coverage, and floor area ratio shall be met.

(7) Minimum size. The minimum living area of an attached accessory dwelling unit shall be 150 square feet. The minimum living area for a detached accessory dwelling unit shall be 400 square feet.

(8) Maximum size. Attached accessory dwelling units shall not exceed fifty percent (50%) of the existing dwelling unit living area of the primary dwelling, or 1,200 square feet, whichever is less. Detached accessory dwelling units shall not exceed a total floor area of 1,200 square feet. The limitations set forth above notwithstanding, an Efficiency Unit shall be allowed regardless of the size of the primary dwelling unit.

(9) Building Codes. The accessory dwelling unit shall comply with all applicable building, health, and fire Codes.

(10) Zoning Regulations. The accessory dwelling unit shall comply with all applicable zoning regulations (including, but not limited to, required setbacks, parking, coverage, and height limits).

(11) Vehicle Access. The accessory dwelling unit shall be served by the same driveway access to the street as the primary dwelling unit.

(12) Common Entrance. If the accessory dwelling unit is attached to the primary dwelling unit, both the accessory dwelling unit and the primary dwelling unit must be served by either a common entrance or a separate entrance to the accessory dwelling unit and must be located on the side or at the rear of the primary dwelling unit. There shall be no exterior stairway to the second floor of a primary dwelling unit from the front of the primary dwelling unit.

(13) Limitations on Number of Bedrooms. An accessory dwelling unit may not have more than two (2) bedrooms.

(14) Design Compatibility. The accessory dwelling unit shall be similar or compatible in character to the primary dwelling unit on the site in terms of architectural design and landscaping and shall be compatible with the neighborhood and shall incorporate the same colors and materials as the primary residence.

(15) Foundation. A permanent foundation shall be required for all accessory dwelling units.

(16) Manufactured Homes. A manufactured home may be used as an accessory dwelling unit provided it meets the standards for new detached accessory dwelling units in this section, including the yard, setback, height and architectural requirements. The manufactured home shall be constructed on a permanent foundation. Other types of portable or temporary housing, such as mobile homes, recreational vehicles, or tents may not be used as accessory dwelling units.

(17) Fire Sprinklers. Accessory dwelling units shall not be required to be equipped with fire sprinklers unless fire sprinkler installation is required for the primary dwelling

(18) Building height. Detached accessory dwelling units shall not exceed one story and a height of 15 feet, unless the accessory dwelling unit is constructed above a garage, in which case the structure shall comply with the height limits of the underlying zoning district.

(b) Deed Restriction: Prior to obtaining a building permit for an accessory dwelling unit, a deed restriction, approved by the City Attorney, shall be recorded with the County Recorder's office, which shall include the pertinent restrictions and limitations of an accessory dwelling unit identified in this Section. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the City stating that:

(1) The accessory dwelling unit shall not be sold separately from the primary dwelling unit;

(2) The accessory dwelling unit is restricted to the maximum size allowed per the development standards;

(3) The accessory dwelling unit shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property.

(4) The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the property owner, including revocation of any right to maintain an accessory dwelling unit on the property.

Sec 9-3.3006 Accessory Dwelling Units Within Existing Single-Family Residences

(a) Notwithstanding any other provisions of this Article to the contrary, an application for a building permit to create an accessory dwelling unit will be ministerially

approved within 120 days after the City receives the application if the proposed accessory dwelling unit meets all of the following conditions:

(1) The unit is contained within the existing space of a single-family residence or accessory structure;

(2) The unit has independent exterior access from the existing residence;

(3) The side and rear setbacks of the unit are sufficient for fire safety;

(4) The unit complies with applicable building and safety codes; or

(5) No other accessory dwelling units have been approved on the lot.

(b) An accessory dwelling unit meeting the criteria of this Section will not be subject to any additional parking or other development standards.

Sec 9-3.3007 Accessory Dwelling Unit Parking.

(a) In addition to the required off-street parking spaces for the primary dwelling unit, one (1) off-street parking space is required for the accessory dwelling unit. The additional parking space must comply with parking space dimensions per the applicable provisions of the Los Banos Municipal Code. The additional parking space may be covered or uncovered, and may be provided as tandem parking on a driveway that otherwise complies with the setback and paving requirements set forth in the applicable provisions of the Los Banos Municipal Code.

(b) When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an accessory dwelling unit or converted to an accessory dwelling unit, the replacement spaces required for the primary dwelling unit and accessory dwelling unit may be located in any configuration on the same lot as the accessory dwelling unit, including, but not limited to, as covered spaces, uncovered spaces, or tandem spaces, or by the use of mechanical automobile parking lifts, that otherwise complies with the setback and paving requirements set forth in the applicable provisions of the Los Banos Municipal Code.

(c) Notwithstanding the foregoing requirements additional off-street parking spaces for an accessory dwelling unit shall not be required in any of the following instances:

(1) The accessory dwelling unit is located within one-half mile of public transit.

(2) The accessory dwelling unit is located within an architecturally and historically significant historic district.

(3) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the accessory dwelling unit.

(5) When there is a car share vehicle located within one block of the accessory dwelling unit.

Sec. 9-3.3008. Junior Accessory Dwelling Units.

This Section provides standards for the establishment of junior accessory dwelling units, an alternative to the standard accessory dwelling unit, permitted as set forth under State Law AB 1866 (Chapter 1062, Statutes of 2002) Sections 65852.150 and 65852.2 of the Government Code and subject to different provisions under fire safety codes based on the fact that junior accessory dwelling units do not qualify as "complete independent living facilities" given that the interior connection from the junior accessory dwelling unit to the main living area remains, therefore not redefining the single-family home status of the dwelling unit.

(a) Development Standards. Junior accessory dwelling units shall comply with the following standards:

(1) Number of Units Allowed. Only one accessory dwelling unit or, junior accessory dwelling unit, may be located on any residentially zoned lot that permits a single-family dwelling except as otherwise regulated or restricted by an adopted Master Plan or Development Plan. A junior accessory dwelling unit may only be located on a lot which already contains one legal single-family dwelling.

(2) Owner Occupancy: The owner of a parcel proposed for a junior accessory dwelling unit shall occupy as a principal residence either the primary dwelling or the accessory dwelling.

(3) Sale Prohibited: A junior accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.

(4) Deed Restriction: A deed restriction shall be completed and recorded, in compliance with Section (b) below.

(5) Location of Junior Accessory Dwelling Unit: A junior accessory dwelling unit must be created within the existing walls of an existing primary dwelling, and must include conversion of an existing bedroom.

(6) Maximum unit size, 500 square feet.

(7) Setbacks as required by the primary dwelling unit.

(8) **Separate Entry Required:** A separate exterior entry shall be provided to serve a junior accessory dwelling unit.

(9) **Interior Entry Remains:** The interior connection to the main living area must be maintained, but a second door may be added for sound attenuation.

(10) **Kitchen Requirements:** The junior accessory dwelling unit shall include an efficiency kitchen that meets the minimum building code standards, requiring and limited to the following components:

(i) A sink with a maximum waste line diameter of one-and-a-half (1.5) inches,

(ii) A cooking facility with appliance which do not require electrical service greater than one-hundred-and-twenty (120) volts or natural or propane gas (no gas or 220V circuits are allowed), and

(iii) A food preparation counter and storage cabinets that are reasonable to size of the unit.

(11) **Shared Bath:** The junior accessory dwelling unit may share a bath with the primary dwelling unit or have its own bath.

(12) **Parking:** No additional parking is required beyond that required when the existing primary dwelling was constructed.

(b) **Deed Restriction:** Prior to obtaining a building permit for a junior accessory dwelling unit, a deed restriction, approved by the City Attorney, shall be recorded with the County Recorder's office, which shall include the pertinent restrictions and limitations of a junior accessory dwelling unit identified in this Section. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the City stating that:

(1) The junior accessory dwelling unit shall not be sold separately from the primary dwelling unit;

(2) The junior accessory dwelling unit is restricted to the maximum size allowed per the development standards;

(3) The junior accessory dwelling unit shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property.

(4) The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with this provision may result in legal action against the

property owner, including revocation of any right to maintain a junior accessory dwelling unit on the property.

(e) **No Fire Sprinklers and Fire Attenuation:** the City shall not require fire sprinkler or fire attenuation specifications for the development of a junior accessory dwelling unit. An inspection fee to confirm that the dwelling unit complies with development standard may be assessed.

Sec. 9-3.3009 Utilities, Connection Fees, Impact Fees.

(a) An accessory dwelling unit that is contained within the existing space of a single family residence or accessory structure shall not be considered a new residential use for purposes of calculating local agency connection fees or capacity charges for utilities, including water and sewer service, or impact fees. No new or separate utility connection between the accessory dwelling unit and the utility shall be required.

(b) All other accessory dwelling units other than those mentioned in subsection (a) above, may require a new or separate utility connection between the accessory dwelling unit and the utility. Any connection fee or capacity charge shall be proportionate to the burden placed on the water and sewer systems due to unit size or number of plumbing fixtures. All applicable public service and impact fees shall be paid prior to occupancy in accordance with Government Code section 66000 et seq. and section 66012 et seq., as the same may be amended.

(c) All utility installations on the lot shall be underground.

(d) No accessory dwelling unit shall be allowed if the Building Official determines that there is not adequate water or sewer service to the property.

Sec. 9-3.3010. Appeal.

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

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

Section 3. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this

Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

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

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

Introduced by Council Member _____ and seconded by Council Member _____ on the ____ day of _____, 2019.

Passed on the ____ day of _____, 2019 by the following vote:

AYES: Council Members
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Frequently Asked Questions: Accessory Dwelling Units

Should an Ordinance Encourage the Development of ADUs?

Yes, ADU law and recent changes intend to address barriers, streamline approval and expand potential capacity for ADUs recognizing their unique importance in addressing California's housing needs. The preparation, adoption, amendment and implementation of local ADU ordinances must be carried out consistent with Government Code Section 65852.150:

(a) The Legislature finds and declares all of the following:

(1) Accessory dwelling units are a valuable form of housing in California.

(2) Accessory dwelling units provide housing for family members, students, the elderly, in-home health care providers, the disabled, and others, at below market prices within existing neighborhoods.

(3) Homeowners who create accessory dwelling units benefit from added income, and an increased sense of security.

(4) Allowing accessory dwelling units in single-family or multifamily residential zones provides additional rental housing stock in California.

(5) California faces a severe housing crisis.

(6) The state is falling far short of meeting current and future housing demand with serious consequences for the state's economy, our ability to build green infill consistent with state greenhouse gas reduction goals, and the well-being of our citizens, particularly lower and middle-income earners.

(7) Accessory dwelling units offer lower cost housing to meet the needs of existing and future residents within existing neighborhoods, while respecting architectural character.

(8) Accessory dwelling units are, therefore, an essential component of California's housing supply.

(b) It is the intent of the Legislature that an accessory dwelling unit ordinance adopted by a local agency has the effect of providing for the creation of accessory dwelling units and that provisions in this ordinance relating to matters including unit size, parking, fees, and other requirements, are not so arbitrary, excessive, or burdensome so as to unreasonably restrict the ability of homeowners to create accessory dwelling units in zones in which they are authorized by local ordinance.

Are Existing Ordinances Null and Void?



Yes, any local ordinance adopted prior to January 1, 2017 that is not in compliance with the changes to ADU law will be null and void. Until an ordinance is adopted, local governments must apply “state standards” (See Attachment 4 for State Standards checklist). In the absence of a local ordinance complying with ADU law, local review must be limited to “state standards” and cannot include additional requirements such as those in an existing ordinance.

Are Local Governments Required to Adopt an Ordinance?

No, a local government **is not required** to adopt an ordinance. ADUs built within a jurisdiction that lacks a local ordinance must comply with state standards (See Attachment 4). Adopting an ordinance can occur through different forms such as a new ordinance, amendment to an existing ordinance, separate section or special regulations within the zoning code or integrated into the zoning code by district. However, the ordinance should be established legislatively through a public process and meeting and not through internal administrative actions such as memos or zoning interpretations.

Can a Local Government Preclude ADUs?

No local government cannot preclude ADUs.

Can a Local Government Apply Development Standards and Designate Areas?

Yes, local governments may apply development standards and may designate where ADUs are permitted (GC Sections 65852.2(a)(1)(A) and (B)). However, ADUs within existing structures must be allowed in all single family residential zones.

For ADUs that require an addition or a new accessory structure, development standards such as parking, height, lot coverage, lot size and maximum unit size can be established with certain limitations. ADUs can be avoided or allowed through an ancillary and separate discretionary process in areas with health and safety risks such as high fire hazard areas. However, standards and allowable areas must not be designed or applied in a manner that burdens the development of ADUs and should maximize the potential for ADU development. Designating areas where ADUs are allowed should be approached primarily on health and safety issues including water, sewer, traffic flow and public safety. Utilizing approaches such as restrictive overlays, limiting ADUs to larger lot sizes, burdensome lot coverage and setbacks and particularly concentration or distance requirements (e.g., no less than 500 feet between ADUs) may unreasonably restrict the ability of the homeowners to create ADUs, contrary to the intent of the Legislature.

Requiring large minimum lot sizes and not allowing smaller lot sizes for ADUs can severely restrict their potential development. For example, large minimum lot sizes for ADUs may constrict capacity throughout most of the community. Minimum lot sizes cannot be applied to ADUs within existing structures and could be considered relative to health and safety concerns such as areas on septic systems. While larger lot sizes might be targeted for various reasons such as ease of compatibility, many tools are available (e.g., maximum unit size, maximum lot coverage, minimum setbacks, architectural and landscape requirements) that allows ADUs to fit well within the built environment.

Can a Local Government Adopt Less Restrictive Requirements?

Yes, ADU law is a minimum requirement and its purpose is to encourage the development of ADUs. Local governments can take a variety of actions beyond the statute that promote ADUs such as reductions in fees, less restrictive parking or unit sizes or amending general plan policies.

Santa Cruz has confronted a shortage of housing for many years, considering its growth in population from incoming students at UC Santa Cruz and its proximity to Silicon Valley. The city promoted the development of ADUs as critical infill-housing opportunity through various strategies such as creating a manual to promote ADUs. The manual showcases prototypes of ADUs and outlines city zoning laws and requirements to make it more convenient for homeowners to get information. The City found that homeowners will take time to develop an ADU only if information is easy to find, the process is simple, and there is sufficient guidance on what options they have in regards to design and planning.

The city set the minimum lot size requirement at 4,500 sq. ft. to develop an ADU in order to encourage more homes to build an ADU. This allowed for a majority of single-family homes in Santa Cruz to develop an ADU. For more information, see <http://www.cityofsantacruz.com/departments/planning-and-community-development/programs/accessory-dwelling-unit-development-program>.

Can Local Governments Establish Minimum and Maximum Unit Sizes?

Yes, a local government may establish minimum and maximum unit sizes (GC Section 65852.2(c)). However, like all development standards (e.g., height, lot coverage, lot size), unit sizes should not burden the development of ADUs. For example, setting a minimum unit size that substantially increases costs or a maximum unit size that unreasonably restricts opportunities would be inconsistent with the intent of the statute. Typical maximum unit sizes range from 800 square feet to 1,200 square feet. Minimum unit size must at least allow for an efficiency unit as defined in Health and Safety Code Section 17958.1.

ADU law requires local government approval if meeting various requirements (GC Section 65852.2(a)(1)(D)), including unit size requirements. Specifically, attached ADUs shall not exceed 50 percent of the existing living area or 1,200 square feet and detached ADUs shall not exceed 1,200 square feet. A local government may choose a maximum unit size less than 1,200 square feet as long as the requirement is not burdensome on the creation of ADUs.

Can ADUs Exceed General Plan and Zoning Densities?

An ADU is an accessory use for the purposes of calculating allowable density under the general plan and zoning. For example, if a zoning district allows one unit per 7,500 square feet, then an ADU would not be counted as an additional unit. Minimum lot sizes must not be doubled (e.g., 15,000 square feet) to account for an ADU. Further, local governments could elect to allow more than one ADU on a lot.

New developments can increase the total number of affordable units in their project plans by integrating ADUs. Aside from increasing the total number of affordable units, integrating ADUs also promotes housing choices within a development. One such example is the Cannery project in Davis, CA. The Cannery project includes 547 residential units with up to 60 integrated ADUs. ADUs within the Cannery blend in with surrounding architecture, maintaining compatibility with neighborhoods and enhancing community character. ADUs are constructed at the same time as the primary single-family unit to ensure the affordable rental unit is available in the housing supply concurrent with the availability of market rate housing.

How Are Fees Charged to ADUs?

All impact fees, including water, sewer, park and traffic fees must be charged in accordance with the Fee Mitigation Act, which requires fees to be proportional to the actual impact (e.g., significantly less than a single family home).

Fees on ADUs, must proportionately account for impact on services based on the size of the ADU or number of plumbing fixtures. For example, a 700 square foot new ADU with one bathroom that results in less landscaping should be charged much less than a 2,000 square foot home with three bathrooms and an entirely new landscaped parcel which must be irrigated. Fees for ADUs should be significantly less and should account for a lesser impact such as lower sewer or traffic impacts.

What Utility Fee Requirements Apply to ADUs?

Cities and counties cannot consider ADUs as new residential uses when calculating connection fees and capacity charges.

Where ADUs are being created within an existing structure (primary or accessory), the city or county cannot require a new or separate utility connections for the ADU and cannot charge any connection fee or capacity charge.

For other ADUs, a local agency may require separate utility connections between the primary dwelling and the ADU, but any connection fee or capacity charge must be proportionate to the impact of the ADU based on either its size or the number of plumbing fixtures.

What Utility Fee Requirements Apply to Non-City and County Service Districts?

All local agencies must charge impact fees in accordance with the Mitigation Fee Act (commencing with Government Code Section 66000), including in particular Section 66013, which requires the connection fees and capacity charges to be proportionate to the burden posed by the ADU. Special districts and non-city and county service districts must account for the lesser impact related to an ADU and should base fees on unit size or number of plumbing fixtures. Providers should consider a proportionate or sliding scale fee structures that address the smaller size and lesser impact of ADUs (e.g., fees per square foot or fees per fixture). Fee waivers or deferrals could be considered to better promote the development of ADUs.

Do Utility Fee Requirements Apply to ADUs within Existing Space?

No, where ADUs are being created within an existing structure (primary or accessory), new or separate utility connections and fees (connection and capacity) must not be required.

Does "Public Transit" Include within One-half Mile of a Bus Stop and Train Station?

Yes, "public transit" may include a bus stop, train station and paratransit if appropriate for the applicant. "Public transit" includes areas where transit is available and can be considered regardless of tighter headways (e.g., 15 minute intervals). Local governments could consider a broader definition of "public transit" such as distance to a bus route.

Can Parking Be Required Where a Car Share Is Available?

No, ADU law does not allow parking to be required when there is a car share located within a block of the ADU. A car share location includes a designated pick up and drop off location. Local governments can measure a block from a pick up and drop off location and can decide to adopt broader distance requirements such as two to three blocks.

Is Off Street Parking Permitted in Setback Areas or through Tandem Parking?

Yes, ADU law deliberately reduces parking requirements. Local governments may make specific findings that tandem parking and parking in setbacks are infeasible based on specific site, regional topographical or fire and life safety conditions or that tandem parking or parking in setbacks is not permitted anywhere else in the jurisdiction. However, these determinations should be applied in a manner that does not unnecessarily restrict the creation of ADUs.

Local governments must provide reasonable accommodation to persons with disabilities to promote equal access housing and comply with fair housing laws and housing element law. The reasonable accommodation procedure must provide exception to zoning and land use regulations which includes an ADU ordinance. Potential exceptions are not limited and may include development standards such as setbacks and parking requirements and permitted uses that further the housing opportunities of individuals with disabilities.

Is Covered Parking Required?

No, off street parking must be permitted through tandem parking on an existing driveway, unless specific findings are made.

Is Replacement Parking Required When the Parking Area for the Primary Structure Is Used for an ADU?

Yes, but only if the local government requires off-street parking to be replaced in which case flexible arrangements such as tandem, including existing driveways and uncovered parking are allowed. Local governments have an opportunity to be flexible and promote ADUs that are being created on existing parking space and can consider not requiring replacement parking.

Are Setbacks Required When an Existing Garage Is Converted to an ADU?

No, setbacks must not be required when a garage is converted or when existing space (e.g., game room or office) above a garage is converted. Rear and side yard setbacks of no more than five feet are required when new space is added above a garage for an ADU. In this case, the setbacks only apply to the added space above the garage, not the existing garage and the ADU can be constructed wholly or partly above the garage, including extending beyond the garage walls.

Also, when a garage, carport or covered parking structure is demolished or where the parking area ceases to exist so an ADU can be created, the replacement parking must be allowed in any "configuration" on the lot, "...including, but not limited to, covered spaces, uncovered spaces, or tandem spaces, or...." Configuration can be applied in a flexible manner to not burden the creation of ADUs. For example, spatial configurations like tandem on existing driveways in setback areas or not requiring excessive distances from the street would be appropriate.

Are ADUs Permitted in Existing Residence or Accessory Space?

Yes, ADUs located in single family residential zones and existing space of a single family residence or accessory structure must be approved regardless of zoning standards (Section 65852.2(a)(1)(B)) for ADUs, including locational requirements (Section 65852.2(a)(1)(A)), subject to usual non-appealable ministerial building permit requirements. For example, ADUs in existing space does not necessitate a zoning clearance and must not be limited to certain zones or areas or subject to height, lot size, lot coverage, unit size, architectural review, landscape or parking requirements. Simply, where a single family residence or accessory structure exists in any single family residential zone, so can an ADU. The purpose is to streamline and expand potential for ADUs where impact is minimal and the existing footprint is not being increased.

Zoning requirements are not a basis for denying a ministerial building permit for an ADU, including non-conforming lots or structures. The phrase, "within the existing space" includes areas within a primary home or within an attached or detached accessory structure such as a garage, a carriage house, a pool house, a rear yard studio and similar enclosed structures.

Are Owner Occupants Required?

No, however, a local government can require an applicant to be an owner occupant. The owner may reside in the primary or accessory structure. Local governments can also require the ADU to not be used for short term rentals (terms lesser than 30 days). Both owner occupant use and prohibition on short term rentals can be required on the same property. Local agencies which impose this requirement should require recordation of a deed restriction regarding owner occupancy to comply with GC Section 27281.5

Are Fire Sprinklers Required for ADUs?

Depends, ADUs shall not be required to provide fire sprinklers if they are not or were not required of the primary residence. However, sprinklers can be required for an ADU if required in the primary structure. For example, if the primary residence has sprinklers as a result of an existing ordinance, then sprinklers could be required in the ADU. Alternative methods for fire protection could be provided.

If the ADU is detached from the main structure or new space above a detached garage, applicants can be encouraged to contact the local fire jurisdiction for information regarding fire sprinklers. Since ADUs are a unique opportunity to address a variety of housing needs and provide affordable housing options for family members, students, the elderly, in-home health care providers, the disabled, and others, the fire departments want to ensure the safety of these populations as well as the safety of those living in the primary structure. Fire Departments can help educate property owners on the benefits of sprinklers, potential resources and how they can be installed cost effectively. For example, insurance rates are typically 5 to 10 percent lower where the unit is sprinklered. Finally, other methods exist to provide additional fire protection. Some options may include additional exits, emergency escape and rescue openings, 1 hour or greater fire-rated assemblies, roofing materials and setbacks from property lines or other structures.

Is Manufactured Housing Permitted as an ADU?

Yes, an ADU is any residential dwelling unit with independent facilities and permanent provisions for living, sleeping, eating, cooking and sanitation. An ADU includes an efficiency unit (Health and Safety Code Section 17958.1) and a manufactured home (Health and Safety Code Section 18007).

Health and Safety Code Section 18007(a) ~~Section 18007(a)~~ for the purposes of this part, means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. "Manufactured home" includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following).

Can an Efficiency Unit Be Smaller than 220 Square Feet?

Yes, an efficiency unit for occupancy by no more than two persons, by statute (Health and Safety Code Section 17958.1), can have a minimum floor area of 150 square feet and can also have partial kitchen or bathroom facilities, as specified by ordinance or can have the same meaning specified in the Uniform Building Code, referenced in the Title 24 of the California Code of Regulations.

The 2015 International Residential Code adopted by reference into the 2016 California Residential Code (CRC) allows residential dwelling units to be built considerably smaller than an Efficiency Dwelling Unit (EDU). Prior to this code change an EDU was required to have a minimum floor area not less than 220 sq. ft unless modified by local ordinance in accordance with the California Health and Safety Code which could allow an EDU to be built no less than 150 sq. ft. For more information, see HCD's Information Bulletin at <http://www.hcd.ca.gov/codes/manufactured-housing/docs/ib2016-06.pdf>.

Does ADU Law Apply to Charter Cities and Counties?

Yes. ADU law explicitly applies to "local agencies" which are defined as a city, county, or city and county whether general law or chartered (Section 65852.2(i)(2)).

Do ADUs Count toward the Regional Housing Need Allocation?

Yes, local governments may report ADUs as progress toward Regional Housing Need Allocation pursuant to Government Code Section 65400 based on the actual or anticipated affordability. See below frequently asked questions for JADUs for additional discussion.

Must ADU Ordinances Be Submitted to the Department of Housing and Community Development?

Yes, ADU ordinances must be submitted to the State Department of Housing and Community Development within 60 days after adoption, including amendments to existing ordinances. However, upon submittal, the ordinance is not subject to a Department review and findings process similar to housing element law (GC Section 65585)

Frequently Asked Questions: Junior Accessory Dwelling Units

Is There a Difference between ADU and JADU?



Courtesy of Lilypad Homes and Photo Credit to Jocelyn Knight

Yes, AB 2406 added Government Code Section 65852.22, providing a unique option for Junior ADUs. The bill allows local governments to adopt ordinances for JADUs, which are no more than 500 square feet and are typically bedrooms in a single-family home that have an entrance into the unit from the main home and an entrance to the outside from the JADU. The JADU must have cooking facilities, including a sink, but is not required to have a private bathroom. Current law does not prohibit local governments from adopting an ordinance for a JADU, and this bill explicitly allows, not requires, a local agency to do so. If the ordinance requires a permit, the local agency shall not require additional parking or charge a fee for a water or sewer connection as a condition of granting a permit for a JADU. For more information, see below.

ADUs and JADUs

REQUIREMENTS	ADU	JADU
Maximum Unit Size	Yes, generally up to 1,200 Square Feet or 50% of living area	Yes, 500 Square Foot Maximum
Kitchen	Yes	Yes
Bathroom	Yes	No, Common Sanitation is Allowed
Separate Entrance	Depends	Yes
Parking	Depends, Parking May Be Eliminated and Cannot Be Required Under Specified Conditions	No, Parking Cannot Be Required
Owner Occupancy	Depends, Owner Occupancy <i>May</i> Be Required	Yes, Owner Occupancy Is Required
Ministerial Approval Process	Yes	Yes
Prohibition on Sale of ADU	Yes	Yes

Why Adopt a JADU Ordinance?

JADUs offer the simplest and most affordable housing option. They bridge the gap between a roommate and a tenant by offering an interior connection between the unit and main living area. The doors between the two spaces can be secured from both sides, allowing them to be easily privatized or incorporated back into the main living area. These units share central systems, require no fire separation, and have a basic kitchen, utilizing small plug in appliances, reducing development costs. This provides flexibility and an insurance policy in homes in case additional income or housing is needed. They present no additional stress on utility services or infrastructure because they simply repurpose spare bedrooms that do not expand the homes planned occupancy. No additional address is required on the property because an interior connection remains. By adopting a JADU ordinance, local governments can offer homeowners additional options to take advantage of underutilized space and better address its housing needs.

Can JADUs Count towards the RHNA?

Yes, as part of the housing element portion of their general plan, local governments are required to identify sites with appropriate zoning that will accommodate projected housing needs in their regional housing need allocation (RHNA) and report on their progress pursuant to Government Code Section 65400. To credit a unit toward the RHNA, HCD and the Department of Finance (DOF) utilize the census definition of a housing unit. Generally, a JADU, including with shared sanitation facilities, that meets the census definition and is reported to the Department of Finance as part of the DOF annual City and County Housing Unit Change Survey can be credited toward the RHNA based on the appropriate income level. Local governments can track actual or anticipated affordability to assure the JADU is counted to the appropriate income category. For example, some local governments request and track information such as anticipated affordability as part of the building permit application.

A housing unit is a house, an apartment, a mobile home or trailer, a group of rooms, or a single room that is occupied, or, if vacant, is intended for occupancy as separate living quarters. Separate living quarters are those in which the occupants live separately from any other persons in the building and which have direct access from the outside of the building or through a common hall.

Can the JADU Be Sold Independent of the Primary Dwelling?

No, the JADU cannot be sold separate from the primary dwelling.

Are JADUs Subject to Connection and Capacity Fees?

No, JADUs shall not be considered a separate or new dwelling unit for the purposes of fees and as a result should not be charged a fee for providing water, sewer or power, including a connection fee. These requirements apply to all providers of water, sewer and power, including non-municipal providers.

Local governments may adopt requirements for fees related to parking, other service or connection for water, sewer or power, however, these requirements must be uniform for all single family residences and JADUs are not considered a new or separate unit.

Are There Requirements for Fire Separation and Fire Sprinklers?

Yes, a local government may adopt requirements related to fire and life protection requirements. However, a JADU shall not be considered a new or separate unit. In other words, if the primary unit is not subject to fire or life protection requirements, then the JADU must be treated the same.



City of Los Banos

At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: March 9, 2019

Regarding: Notice of Public Hearing

Proposal: Proposed Ordinance – Accessory Dwelling Units

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider a recommendation to the Los Banos City Council to adopt an ordinance to establish the regulation and processing of accessory dwelling units. The proposed ordinance is exempt from the California Environmental Quality Act (CEQA), in that the action is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment and it can be seen with certainty that there is no possibility that the adoption of the ordinance would have a significant effect on the environment. *CEQA Guidelines Section 15061(b)(3)*.

The Los Banos Planning Commission held a public hearing on February 27, 2019, 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 an ordinance to establish the regulation and processing of accessory dwelling units to the Los Banos City Council.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos City Council on Wednesday, March 20, 2019 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, Community and Economic Development Director, at City Hall or at (209) 827-2433.

All persons are invited to be present at the public hearing. Written and oral testimony is invited. Notice is hereby further given that if you challenge the above described Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing per Government Code Section 65009.

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

THE CITY OF LOS BANOS

Stacy Souza Elms
Community and Economic Development Director



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and Council Members

FROM: Stacy Souza Elms, Community and Economic Development Director *SSE*

DATE: March 20, 2019

TYPE OF REPORT: Public Hearing

SUBJECT: 2018 Housing Element Annual Progress Report

Recommendation:

That the City Council adopt a resolution approving the 2018 Annual Report on the status of the Housing Element of the General Plan and progress in its implementation.

Discussion:

Section 65400(a)(2) of the Government Code requires each jurisdiction to prepare and submit an annual progress report on its General Plan by April 1 of each year. The annual report is required to contain the following:

- Status of the City's General Plan and progress in its implementation;
- Progress in meeting the City's regional housing need; and
- Any actions taken by the City toward completion of Programs identified in the City's Housing Element.

This report is required to be reviewed and considered by the City's legislative body (City Council), and subsequently submitted to the California Office of Planning and Research, and the California Department of Housing and Community Development. The annual report does not require approval by these State Agencies.

The 2018 Housing Element Annual Progress Report is attached to this Staff Report as Attachment 2. The purpose of the annual progress report is to:

- 1) Remain compliant with Government Code Section 65400(a)(2) and Housing Element Law;
- 2) To update City Council on housing development and implementation of the Housing Element; and
- 3) Ensure eligibility for State grant funding.

For the City to be eligible for State funding for a variety of Housing and Parks Grants, the State requires the City's Housing Element to be in compliance with State Housing Law (certified) and for the City to make Annual Progress Reports to the Office of Planning and Research and the Department of Housing and Community Development annually (by April 1 of each year). The City's 2014-2023 Housing Element was adopted on July 25, 2016, and received State certification in September 2016. The proposed Annual Progress Report ensures that the City will remain up-to-date in regards to the requirements imposed for future grant opportunities.

Reviewed by:



Alex Terrazas, City Manager

Attachments:

1. Resolution
2. City of Los Banos 2018 Housing Element Annual Progress Report
3. Public Hearing Notice – March 8, 2019

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ADOPTING THE 2018
ANNUAL REPORT ON THE STATUS OF THE
HOUSING ELEMENT OF THE GENERAL PLAN
AND PROGRESS IN ITS IMPLEMENTATION**

WHEREAS, the City of Los Banos is required by Government Code Section 65400 to provide an Annual Progress Report on the General Plan for the preceding year; and

WHEREAS, the Annual Progress Report must be provided to the City Council, the California Office of Planning and Research, and the California Department of Housing and Community Development; and

WHEREAS, the Annual Progress Report must include all of the following: a) the status of the Housing Element and progress in its implementation, b) the progress in meeting Los Banos' share of the regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing, the degree which its approved General Plan complies with the guidelines adopted pursuant to Section 65040.2.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby adopt the 2018 Annual Housing Element Progress Report and authorizes staff to submit said report to the California Office of Planning and Research and California Department of Housing and Community Development.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 20th day of March 2019, 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

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation (CCR Title 25 §6202)

Jurisdiction City of Los Banos
Reporting Period 1/1/2018 - 12/31/2018

Table A

Annual Building Activity Report Summary - New Construction Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information						Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions			
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development See Instructions	Deed Restricted Units See Instructions	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income					
Villages at Los Banos	SF	O				44	44				
Mission Village North	SF	O				44	44				
1202 Woodbrush Ave	SF	O			1		1				
Harvest Grove	SF	O				38	38				
Village Green	SF	O				1	1				
Mission Village South	SF	O				33	33				
1262 Arizona Ave	SF	O			1		1				
Villages at Stonecreek IV	SF	O				34	34				
Villages at Stonecreek III	SF	O				56	56				
Villages at Stonecreek IIA	SF	O				7	7				
505 Third Street	SF	R		1			1				
1402 S. California St.	SF	R			1		1				
567 Eighth Street	SF	R			1		1				
(9) Total of Moderate and Above Moderate from Table A3			▶	▶	0	0	0				
(10) Total by income Table A/A3			▶	▶	1	4	257	262			
(11) Total Extremely Low-Income Units*											

* Note: These fields are voluntary

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Los Banos
Reporting Period 1/1/2018 - 12/31/2018

Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program in its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for Moderate						0	
No. of Units Permitted for Above Moderate						0	

* Note: This field is voluntary

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Jurisdiction City of Los Banos
Reporting Period 1/1/2018 - 12/31/2018

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.		2014	2015	2016	2017	2018					Total Units to Date (all years)	Total Remaining RHNA by Income Level	
Income Level		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9			
Very Low	Deed Restricted	604			41							41	563
	Non-deed restricted												
Low	Deed Restricted	431			21							21	409
	Non-deed restricted						1					1	
Moderate	Deed Restricted	396			7							7	383
	Non-deed restricted				2		4					6	
Above Moderate		1,049	37	127	327	217	257					965	84
Total RHNA by COG. Enter allocation number:		2,480											
Total Units ▶▶▶			37	127	398	217	262					1,041	1,439
Remaining Need for RHNA Period ▶▶▶▶▶													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Los Banos
Reporting Period 1/1/2018 - 12/31/2018

Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	Housing Programs Progress Report - Government Code Section 65583. Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	Objective	Timeframe in H.E.	Status of Program Implementation
1. The City shall designate sufficient land at various densities to allow for the construction of sufficient housing to meet its legally adopted HCD Regional Housing Needs (RHNA) between 2014 and 2023. The City shall review, as needed, the amount of land designated for various residential uses in conjunction with the amount of and types of housing produced in the previous year to determine if any changes in the General Plan or Zoning Ordinance may needed to meet the City's housing needs. A review of the supply of vacant land and development patterns over the proceeding year will be incorporated into each annual evaluation of the City's implementation of the Housing Element programs.	Goal 1. Provide adequate sites for residential development and alternate housing choices at affordable costs for all segments of the City	Ongoing	The Community and Economic Development Department has reviewed the supply of vacant land and development patterns over 2017 and will be working to redesignate land to meet the RHNA requirements.
1A. Create and maintain an up to date site inventory detailing the amount, type and size of vacant and underused parcels, and assist developers in identifying land suitable for residential development	Goal 1	Ongoing	The Community and Economic Development Department updates and maintains the residential site inventory and will continue to assist developers in identifying land suitable for residential development.
1B. Continue to seek grant funding from State and Federal sources to assist in the development of affordable housing.	Goal 1	Ongoing	Funding sources are constantly researched and applications are made where appropriate.

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Housing Element Implementation
 (CCR Title 25 §6202)

Jurisdiction City of Los Banos
Reporting Period 1/1/2018 - 12/31/2018

<p>1C. To facilitate the development of multifamily housing affordable to lower-income households, the City will identify and rezone approximately 25 acres of vacant land currently zoned R-1 to the R-3 zoning district, allowing exclusively residential uses by right (not requiring a conditional use permit, planned development or any other discretionary approval), containing a minimum of 16 units per site and a minimum density of 20 units per acre by March 2017. The rezoned sites will be selected from the list of identified sites within the R-1 zone in Appendix E of this element and will include only sites that are no less than one acre and no larger than 10 acres in size</p>	<p align="center">Goal 1</p>	<p align="center">2018/2019</p>	<p>The Community and Economic Development Department is working with land owners to redesignate land.</p>
<p>1D. To meet the Unaccommodated Need from the 4th Cycle identified in Program 1C of the 2009-2014 Housing Element and AB1233 Analysis located in Section 5, the City will rezone the site(s) listed in Table V-6 and adopt a General Plan Amendment (if necessary) to meet the unaccommodated need of 81 units. The site(s) will meet the following criteria</p>	<p align="center">Goal 1</p>	<p align="center">Compete</p>	<p>Completed on March 20, 2019</p>
<p>2. Staff will periodically review the development standards for the residential zones to identify standards that may constrain the development of affordable housing and housing for special groups, such as disabled individuals.</p>	<p>Goal 2. Remove governmental constraints</p>	<p align="center">Ongoing</p>	<p>The Community and Economic Development Department is constantly reviewing the City's standards and policies to identify constrains on affordable housing and housing for special groups.</p>

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Jurisdiction City of Los Banos
Reporting Period 1/1/2018 - 12/31/2018

<p>2A. Affordable housing developers often face constraints in developing affordable housing projects. One way the City can assist such developers is by providing fast-track/priority processing for low-income and special needs housing projects. This service can encourage affordable housing development by allowing developers to go through the approval and permitting process quicker keeping costs down and unit affordable. Options include:</p> <ul style="list-style-type: none"> • Assign a primary contact for priority housing developments to assist with all necessary entitlement and assist navigating various local departments. • Hold pre-application development conferences. • Provide information about permit streamlining at the planning counter, on the City's website and in other public places to increase awareness. 	<p align="center">Goal 2</p>	<p align="center">Ongoing</p>	<p>The Community and Economic Development Department has developed a streamlined permitting process and will be working with affordable housing developments as projects are received to navigate them through the local development process.</p>
<p>2.B. Continue to utilize State funding for first time homebuyers program</p>	<p align="center">Goal 2</p>	<p align="center">Ongoing</p>	<p>This is an ongoing program and the City is actively pursuing future opportunities for additional State funding for the first time homebuyer program. The City completed the 2018 CDBG program and requested \$215,000 in first time homebuyer assistance funds.</p>
<p>2.C. Actively enforce Nuisance Ordinance with regard to abandoned or vacant homes</p>	<p align="center">Goal 2</p>	<p align="center">Ongoing</p>	<p>This City of Los Banos was awarded CDBG funding in 2015 for Code Enforcement services to help addresses enforcement of the Nuisance Ordinance regarding abandoned or vacant homes amongst other issues regarding blight in the community. The City has applied for additional funding under the 2018 CDBG NOFA for \$500,000 to continue addressing enforcement of the Nuisance Ordinance.</p>

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<p>2D. In accordance with Government Code Section 65589.7, immediately following City Council adoption, the City must deliver to all public agencies or private entities that provide water and sewer services to properties within Los Banos a copy of the 2014-2023 Housing Element. The City of Los Banos provides water and sewer services to all residents and businesses within the City. As such, a copy of the adopted 2014-2023 Housing Element will be provided to the applicable Department(s) within 30-days. The City will also establish a written procedure by the end of 2017 pursuant to Government Code Section 65589.7 to provide water and sewer service to developments with units affordable to lower income households.</p>	<p align="center">Goal 2</p>	<p align="center">Complete</p>	<p>The City of Los Banos is the only water and sewer provider within the city limits. The City already has a policy in place to provide water and sewer service to developments with units affordable to lower income households. Completed in 2016.</p>
<p>2E. To promote continued opportunity for public engagement, the City shall conduct an annual Housing Element review and provide opportunities for public engagement and discussion in conjunction with the State requirement of written review of the General Plan by April 1 of each year (per Government Code Section 65400). Use the Planning Commission and City Council as an avenue for public input on housing issues and housing element.</p>	<p align="center">Goal 2</p>	<p align="center">Complete</p>	<p>The Community and Economic Development Department each year will be meeting the requirements of Govt Code Sec. 65400 with a public hearing process to engage the input of the community. Completed annually.</p>
<p>3. Continue programs for rehabilitation and encourage the county-wide CDBG consortium to apply to the State for funds for housing rehabilitation on behalf of Los Banos.</p>	<p>Goal 3. Encourage the maintenance, improvement and rehabilitation of the City's existing housing stock and encourage the maintenance and upkeep of existing affordable housing.</p>	<p align="center">Ongoing</p>	<p>The City will continue to pursue CDBG funding for housing rehabilitation.</p>
<p>3A. Provide information to homeowners and nonprofit groups regarding funding and assistance programs.</p>	<p align="center">Goal 3</p>	<p align="center">Ongoing</p>	<p>The City will continue to provide information to homeowners and nonprofit groups via social media, the City's website, and utility bills regarding any funding assistance programs.</p>
<p>3B. Monitor at risk units by establishing and maintaining close contact with property owners regarding their long term plan for projects on an annual basis. Seek funds to purchase and preserve the affordability of the units and establish and implement a proactive tenant noticing and education strategy.</p>	<p align="center">Goal 3</p>	<p align="center">Ongoing</p>	<p>A database has been established and staff is working on a tenant noticing strategy.</p>

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<p>3C. Establish and implement a program to reduce, waive or subsidize local development fees associated with preservation or replacement of at-risk units.</p>	<p align="center">Goal 3</p>	<p align="center">Ongoing</p>	<p>City staff works with the City Council to reduce, waive or subsidize local development fees on a cases by case basis.</p>
<p>3D. The City shall conduct a Housing Condition Survey. This Housing Condition Survey will follow HCD Guidelines. Results of the survey are to be published on the City's website and the City will assist the Housing Authority of the County of Merced in rehabilitation and targeted efforts. Actions to be taken following the results of the Survey include but are not limited to:</p> <ul style="list-style-type: none"> • Apply for HOME and CDBG grant funds for rehabilitation projects identified as part of the Survey; and • Contact homeowners identified in the Survey as having a home qualifying for the rehabilitation program. 	<p align="center">Goal 3</p>	<p align="center">In Progress</p>	<p>The City will conduct a Housing Condition Survey to be completed by April 1, 2019.</p>

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Reporting Period 1/1/2018 - 12/31/2018

<p>3E. Discourage land division of sites currently zoned high density residential. • The City shall evaluate and make a written determination on the site constraints as a result of a proposed subdivided site currently zoned high density residential.</p>	<p align="center">Goal 3</p>	<p align="center">Ongoing</p>	<p>The Community and Economic Development Department discourages the land division of site zoned high density residential and will provide an evaluation on the site constraints as a result of any proposed subdivided high density sites.</p>
<p>4. Continue to enforce State energy conservation requirements such as Title 24 of the Building Energy Efficiency Standards for new residential projects and encourage residential developers to employ additional energy conservation measures with respect to: subdivision design, siting of homes on the lot, landscaping and solar access.</p>	<p>Goal 4. Achieve energy efficiency in housing activities</p>	<p align="center">Ongoing</p>	<p>Standard Conditions of Approval have been incorporated into each residential entitlement requiring these requirements.</p>
<p>4A. Promote standards that promote passive solar heating, overhangs on south facing windows, planting of deciduous trees on the west and south.</p>	<p align="center">Goal 4.</p>	<p align="center">Ongoing</p>	<p>Standard Conditions of Approval have been incorporated into each residential entitlement requiring these requirements.</p>
<p>5. Evaluate Zoning Map to ensure that higher density zoning is adjacent to services and transit and make changes if necessary, also work with developers on future developments to ensure close proximity of services to higher density residential uses.</p>	<p>Goal 5. Ensure that all residents have access to housing</p>	<p align="center">Ongoing</p>	<p>The Community and Economic Development Department continually evaluates existing higher density residential uses in relation to the proximity of services and transit and makes changes as necessary.</p>
<p>5A. Extremely Low-Income Housing Development Funding. Coordinate with developers, non-profit housing agencies, and County, State, and Federal Agencies to obtain available sources of funding for the development of affordable housing units. The City's Community and Economic Development Department shall coordinate with the Housing Authority of the County of Merced to research and pursue potential funding opportunities, process applications, and manage funds received for the development of affordable housing. Specific emphasis shall be placed on the development of extremely low-income housing through a variety of activities, including annual outreach to affordable housing developers, providing technical and/or financial assistance through identifying grant and/or loan programs and providing expedited processing of applications for the development of housing for extremely low-income households.</p>	<p align="center">Goal 5</p>	<p align="center">Ongoing</p>	<p>The City is continuously pursuing funding sources for the development of affordable housing units and coordinates with nonprofit housing agencies and government agencies to obtain any sources of funding.</p>

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5B. Establish and implement a Reasonable Accommodation Ordinance	Goal 5	2019	Will be implementing before 7/1/2019.
5C. The City will work with the Merced County Housing Authority to provide fair housing services to its residents and property owners by distributing educational materials to property owners, apartment managers, and tenants, making public service announcements via different media (e.g., newspaper ads and public service announcements at local radio and television channels), responding to complaints of discrimination (i.e., in-taking, investigation of complaints, and resolution) and Referring services to appropriate agencies.	Goal 5	Ongoing	The City will assist the Merced County Housing Authority as stated in Program 5C.
5D. The City shall refer residents to the Central Valley Regional Center for housing and services available for persons with developmental disabilities. Provide information on services on the City's website. As available, the City will pursue State and federal monies for direct support for housing construction and rehabilitation specifically targeted for housing for persons with developmental disabilities.	Goal 5	Ongoing	The City will continue to refer residents and provide information on services for persons with developmental disabilities.
6. Continue to maintain programs providing assistance for first time homebuyers	Goal 6. Increase the percentage of homeowners in the City and provide adequate information on all possible housing assistance programs and distribute to homeowners, developers and other residents.	Ongoing	The City will continue to maintain programs providing assistance for first time homebuyers. The City has applied for 2018 CDBG NOFA for \$215,000 for first time homebuyer assistance.
7. Maintain contact with owners of affordable rental properties and provide information relating to maintenance and rehabilitation.	Goal 7. Maintain an adequate percentage of affordable rental units within the City to accommodate all income groups and family types.	Ongoing	This is an ongoing effort, contact with owners of affordable rental properties is maintained and information in regard to maintenance and rehabilitation is available.
7A. Continue with funding programs established for rehabilitation targeting affordable rental units.	Goal 7	Ongoing	The City has maintained programs for this purpose and is active in doing so.

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<p>8. In cooperation with private developers, non-profit housing corporations, Merced County, and other interested entities to apply for and utilize State and Federal funding to assist with projects for special needs housing. In addition, the City shall review and update if necessary the Los Banos Municipal Code to ensure the definition of special needs housing to ensure the definition is consistent with the United States Department of Housing and Urban Development and the California Department of Housing and Community Development.</p>	<p>Goal 8. Encourage new development projects for special need groups.</p>	<p>Ongoing</p>	<p>The City continues to cooperate with developers and encourage special needs housing in the City of Los Banos. The Community and Economic Development Department will update the definition of special needs housing by the end of 2019.</p>
<p>8A. Work with community based organizations and developers with regard to special needs housing and information on emergency shelters. The City shall contact community based organizations on a semi-annual basis regarding opportunities for special needs housing and information on emergency shelters.</p>	<p>Goal 8</p>	<p>Ongoing</p>	<p>The City of Los Banos is actively working with the Merced County Continuum of Care on a 10 year plan to end homelessness and special needs housing alternatives.</p>
<p>8B. To ensure the needs of aging residents are met, the City will permit the development of senior housing in specific areas of the community, including residential and commercial zones at higher densities than are traditionally allowed. Zoning Incentives will be given for senior housing development such as reduced parking standards, reduced unit sizes, increased heights, and increased maximum lot coverage. As senior housing projects are received, the City will hold pre-application meetings to discuss opportunities for higher densities and zoning incentives to maximize the potential for each project. This program will be completed on a case-by-case basis.</p>	<p>Goal 8</p>	<p>Ongoing</p>	<p>The program is implemented on a case-by-case basis as senior projects are received.</p>

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<p>8C. Assist in the development of housing for farm workers. Actions will include assistance with site identification and support of applications for funding. The City shall provide technical assistance when needed, and continue to conduct pre-application conferences and meet with farm worker housing developers on an ongoing basis. Actions include:</p> <ul style="list-style-type: none"> • Post information on the Community and Economic Development Department website within 1-year of Housing Element adoption. Information includes a site inventory and available land, housing resources and grant information. • Contact farm worker housing developers to determine interest and identify constraints to farm worker housing development within the City. 	<p align="center">Goal 8</p>	<p align="center">Ongoing</p>	<p>The City continues to assist in the development of housing for farm workers. Information will be posted on the City's website to include information for farm worker housing developers.</p>
<p>8D. The City will work with the agricultural community, housing providers and agricultural groups to develop and build year-round and seasonal agricultural worker housing. This will require an analysis of prime agricultural areas in the City to identify suitable locations for at least 20 units of farm worker housing. Information gathered from this analysis shall be provided, in conjunction with Program 8C, to agricultural and affordable housing developers in a manner conducive to their use for developing the actual units. In addition, the City shall invite developers and local farm worker organizations to be involved in the Housing Element update and other housing related activities.</p>	<p align="center">Goal 8</p>	<p align="center">Ongoing</p>	<p>The City continues to assist in the development of housing for farm workers and will invite developers and local farm worker organizations to be involved in future Housing Element Updates and related housing activities.</p>

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Housing Element Implementation
(CCR Title 25 §6202)

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<p>8E. The City will encourage and support State and Federal funding applications for farm worker housing and supportive infrastructure by providing technical assistance when needed, and continue to conduct pre-application conferences and meet with farm worker housing developers on an ongoing basis. Technical assistance can include but is not limited to information gathering, peer review of State and Federal funding applications and assistance in finding suitable sites for farm worker housing. Additionally, the City will provide information on County farm worker housing through the Housing Authority of Merced County.</p>	<p align="center">Goal 8</p>	<p align="center">Ongoing</p>	<p>The City continues to encourage and support funding applications for farmworker housing and supportive infrastructure as needed.</p>
<p>8F. The City will amend Title 9, Chapter 3 to allow for the location of Single Room Occupancy (SRO) uses as a conditional use in the High Density Residential District (R-3) and adopt development standards that allow and accommodate the inclusion of new SRO's. Development standards may include:</p> <ul style="list-style-type: none"> • Ensure development standards that do not constrain the development of SROs, the City will adopt development standards that include: • Requirements for a management plan outlining policies and procedures; • 24- hour on-site management; • Room limitation to single occupancy, with allowance for overnight guests; • Units must be 250-300 square feet in size and include kitchen or bathroom; and • Parking ratio of one space per unit and bicycle rack storage of one rack per 5 units 	<p align="center">Goal 8</p>	<p align="center">2014-2023</p>	<p>The City will implement a SRO use with a Conditional Use Permit by the end of the Housing Element 2014-2023 cycle.</p>
<p>8G. The City will review and amend if necessary, Title 9, Chapter 3, Article 23: Site Plan Review to ensure the Planning Commission criteria for approval and findings are not a constraint to the development of housing requiring Site Plan Review.</p>	<p align="center">Goal 8</p>	<p align="center">Ongoing</p>	<p>The City continues to review and amend if necessary any constraints on the development requiring Site Plan Review.</p>

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 (CCR Title 25 §6202)

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<p>8H. The City will review and amend if necessary, Title 9, Chapter 3 to ensure that Transitional and Supportive Housing complies with Senate Bill 2. If necessary, the City shall amend the Zoning Ordinance to permit Transitional and Supportive Housing as a residential use in all zones allowing residential uses and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. In addition, the City shall amend Article 2: Definitions to include Transitional and Supportive Housing and Target Population, per Senate Bill 745.</p>	<p align="center">Goal 8</p>	<p align="center">Ongoing</p>	<p>The City in 2009 amended the Zoning Code to allow Transitional and Supportive Housing in all residential zoning districts, but will amend Article 2 to include the definition of Target Population in 2019.</p>
<p>8I. The City will review and amend if necessary, Title 9, Chapter 3 to ensure Housing for Farm workers is consistent with the Employee Housing Act (Health and Safety Code Section 1700 et. seq.), specifically, Sections 17021.5 and 17021.6.</p>	<p align="center">Goal 8</p>	<p align="center">2019</p>	<p>The City will implement this program in 2019.</p>

General Comments:



City of
Los Banos
At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: March 9, 2019

Regarding: Notice of Public Hearing

Proposal: City of Los Banos Housing Element 2014-2023

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider a General Plan Amendment that would update the Housing Element of the Los Banos General Plan pursuant to State law. The purpose of the Housing Element is to establish specific goals, policies and objectives relative to the provision of housing and to adopt an action plan toward this end. In addition, the Housing Element identifies and analyzes housing needs and resources and constraints to meeting those needs. A copy of the City of Los Banos Housing Element 2014-2023 is available for public review at: www.losbanos.org.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos City Council on Wednesday, March 20, 2019, 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, Community and Economic Development Director, at City Hall or at (209) 827-2433.

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 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
Community and Economic Development Director



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: March 20, 2019

TYPE OF REPORT: Non-Consent Agenda

SUBJECT: Accepting the Wastewater Treatment Plant Headworks Project as complete and authorizing the Filing of a Notice of Completion with the Merced County Recorder

Recommendation:

That the City Council adopts the Resolution accepting the Wastewater Treatment Plant Headworks Project as completed; authorizes the City Manager to file the "Notice of Completion" with the Merced County Recorder; and authorizes the Public Works Director/City Engineer to release the two and a half (2.5) percent retention after the thirty-five (35) day period from the date of filing the Notice of Completion with the County Recorder.

Background:

On February 29, 2008, the City of Los Banos and Stantec Consulting Services Inc. formerly Eco:Logic Engineering (Consultant), entered into a Professional Services Agreement for engineering studies and design services related to the City of Los Banos Wastewater Treatment Plant (WWTP).

The February 2008 Professional Services Agreement was executed to design a new headworks at the City's WWTP and increase the ability to receive wastewater at the WWTP up to 8 Million Gallons per Day (MGD). Our current Waste Discharge Requirement is permitted for 4.9 MGD. The design documents were completed in November 2008. Concurrently, an economic downturn created a slowdown in development. Construction of the new headworks was postponed pending warrants related to new development. In 2012, the main trunk line pipe to the headworks was replaced due to the trunk line pipe collapsing.

The deterioration of the headworks and increase in development initiated the project construction. In March 2017, the City and Consultant executed the First Addendum to the Agreement for Professional Services to update the design, preparation of plans and specification documents, and assist with the bidding process for the project.

When the plans and specifications were ready staff advertised the WWTP Headworks project on September 1, 2017. Prospective contractors were invited to a mandatory pre-bid meeting on September 19, 2017 at the WWTP prior to the bid opening. A presentation of the project was presented to the prospective contractors, including a tour of the project site. The bid opening was held on Tuesday, October 17, 2017. The GSE Construction Company, Inc. out of Livermore, California was awarded the contract for the construction of the WWTP Headworks Project.

Discussion:

Staff retained the services of Stantec to manage the project in the field, review the submittals, conduct on-site inspections, and provide quality control/quality assurance during the construction of the project. Construction began on February 5, 2018. The plant remained fully operational during construction. The contractor coordinated the installation of a new PG&E electrical service, the construction of the new headworks lift station, electrical control building, placement of the new emergency generator, installation of new sampling platforms in each of the seven ponds, and poured concrete for access between buildings. The new headworks station was tested for operation with water and adjustments were made. When the new station proved ready for operation with water, the decision was made to redirect the influent water from the old headworks to the new headworks pumps. One week before Thanksgiving wastewater was redirected to the new headworks. Prior to dismantling the old headworks, a successful operation and processing of wastewater needed to be performed through the new headworks for a week. Once the determination was made that the new headworks was operationally reliable, the old headworks lift station was demolished. The original construction contract with GSE was \$5,727,100.00 with a 10% contingency. Change Orders amounted to \$308,732.00 or 5.39%.

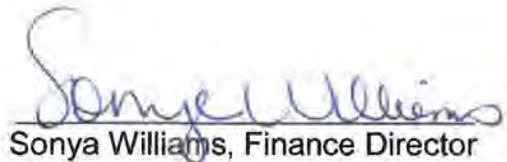
Fiscal Impact:

This project was financed from the Wastewater Enterprise funds. The project length spanned two fiscal years. Funds for the completion of this project were programmed from wastewater fund 502-433-100-735 in the 2018-2019 fiscal year budget.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
2018-2019 Fiscal Budget Sheet
Notice of Completion
Site Map

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ACCEPTING THE
WASTEWATER TREATMENT PLANT HEADWORKS
PROJECT AS COMPLETE AND AUTHORIZING THE
FILING OF A NOTICE OF COMPLETION WITH THE
MERCED COUNTY RECORDER**

WHEREAS, the City of Los Banos Public Works Department received competitive bids on October 17, 2017 for the purpose of rehabilitating and increasing capacity at the Wastewater Treatment Plant; and

WHEREAS, on November 15, 2017 the City Council awarded the Construction Contract to GSE Construction Company, Inc. to build a new headworks facility at the Wastewater Treatment Plant; and

WHEREAS, the Public Works Director/City Engineer has determined, upon inspection, that all work has been completed in compliance with the plan and specifications, and in accordance with the approved contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the Wastewater Treatment Plant Headworks Project as complete; authorize the City Manager to file the Notice of Completion with the Merced County Recorder with ten (10) days after acceptance; and authorize the Public Works Director/City Engineer to release the two and a half (2.5) percent retention held in escrow after the thirty-five (35) days from the date of filing the Notice of Completion.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 20th day of March 2019, 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
Wastewater Treatment
2018-2019

Account Number	Description	2015-2016	2016-2017	2017-2018	2018-2019
		Actual	Actual	Estimated	Adopted
502-433-100-101	Salaries	230,462	239,004	249,962	274,769
502-433-100-102	Part Time	0	543	0	0
502-433-100-103	Overtime	11,985	4,742	8,000	8,000
502-433-100-120	Benefits	142,727	153,607	174,445	183,168
502-433-100-121	Benefits-PERS	56,063	72,975	72,157	91,187
	Personnel Services	441,237	470,870	504,564	557,124
502-433-100-201	Grounds Maintenance	5,540	5,499	6,000	6,000
502-433-100-202	Fleet Repair & Maintenance	10,347	13,200	12,570	12,570
502-433-100-203	Equipment Repair & Maintenance	27,053	35,356	35,000	35,000
502-433-100-204	Fleet Services	28,228	35,985	38,243	39,679
502-433-100-205	Facility Maintenance	6,014	4,857	6,000	6,000
502-433-100-206	Property Lease	427,857	427,857	427,857	427,857
502-433-100-208	Rental - Vehicles & Equipment	216	216	500	500
502-433-100-231	Professional Services	0	704	500	1,000
502-433-100-236	Medical Services	638	258	500	700
502-433-100-237	Recruitment	0	82	0	2,000
502-433-100-238	Technical Services	62,264	63,480	70,000	150,000
502-433-100-240	I.T. Services	6,696	6,661	8,963	8,010
502-433-100-250	Insurance	13,945	15,172	15,986	17,431
502-433-100-251	Memberships & Dues	1,984	1,440	556	600
502-433-100-252	Communications	1,342	1,872	1,300	1,500
502-433-100-256	Permits, Fees & Charges	27,544	26,361	28,000	30,000
502-433-100-257	Travel & Training	1,210	624	500	500
502-433-100-260	Office Supplies	1,319	1,867	1,820	2,000
502-433-100-262	Uniform Expenses	2,487	1,990	2,100	2,400
502-433-100-264	Electricity & Gas	88,536	90,823	100,283	110,500
502-433-100-265	Gasoline & Oil	11,143	9,477	9,952	9,952
502-433-100-267	General Materials & Supplies	17,619	19,852	20,000	22,000
502-433-100-273	Special Departmental Exp.	30,011	30,550	31,000	32,000
	Supplies & Services	771,994	794,183	817,630	918,199
502-433-100-716	Street & Road Improvements	0	0	0	150,000
* 502-433-100-735	Master Plan	69,920	99,337	3,500,000	4,000,000 *
502-433-100-740	Miscellaneous Equipment	35,360	0	0	0
502-433-100-750	Vehicles	0	0	58,963	50,000
502-433-100-752	Communication Equipment	0	0	0	3,645
502-433-100-753	Specialized Equipment	0	110,301	27,381	16,000
	Capital Outlay	105,280	209,638	3,586,344	4,219,645

Wastewater Treatment (continued)

CAPITAL OUTLAY

716-STREET/ROAD IMPROVEMENTS: Construction of a cold mix overlay on the existing unpaved access road to the City's Wastewater Treatment Plant. Costs associated with the construction are for materials only estimated at \$150,000. Work to be performed by City staff.

735-MASTER PLAN: Remainder of the Wastewater Treatment Plant Headworks (influent pumping and receiving station) construction and project management \$4,000,000 (1/2 restricted funds).

750-VEHICLES: Purchase ¾ Ton Utility Pickup Truck estimated at \$50,000.

752-COMMUNICATION EQUIPMENT: Expenses related to Telephone System Replacement.

753-SPECIALIZED EQUIPMENT: Purchase a nine foot pull disc estimated at \$16,000.

DEBT SERVICE

822-PRINCIPAL DEBT SERVICE: Principal cost for the 2003 Certificate of Participation.

882-INTEREST DEBT SERVICE: Interest costs for the 2003 Certificate of Participation.

885-DEBT RELATED FEES: Fees associated with the 2003 Certificate of Participation.

CONTINGENCY

900-CONTINGENCY: Unexpected and unforeseen costs associated with Wastewater activities.

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
CITY OF LOS BANOS	520 'J' Street	Los Banos	California

(If more than one owner of the interest stated, the name and address of each must be inserted.)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.

3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: In Fee.

4. That on the 26th day of February, 2019, a work of improvement on the real property hereinafter described was completed.

5. That the name of the original contractor, if any, for such work of improvement was _____

GSE Construction Company, Inc.

(If no contractor for work of improvement as a whole, insert "No Contractor.")

6. That the real property herein referred to is situated in the _____ City of Los Banos

County of Merced State of California, and is described as follows:

"Wastewater Treatment Plant New Headworks Project"

The major work consists of construction of new process facilities and improvements of the existing facilities. New facilities include an influent pump station, headworks, and new electrical building. Improvements to the existing plant include modifications of the north irrigation structure, construction of sampling platforms and modifications of the plant water system at 17963 Henry Miller Road in the City of Los Banos.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

CITY OF LOS BANOS
Owner

Place: Los Banos, California

By: _____

ACKNOWLEDGMENT



City of Los Banos

At the Crossroads of California

TO: Honorable Mayor and City Council Members

FROM: Sonya Williams, Finance Director

DATE: March 20, 2019

SUBJECT: CONSIDER INITIATING PROPOSITION 218 PROCESS ADVISING PROPERTY OWNERS AND UTILITY CUSTOMERS OF PROPOSED WATER, WASTEWATER AND SOLID WASTE RATE ADJUSTMENTS BEGINNING JULY 1, 2019 AND APPROVE RESOLUTION ADOPTING A REVISED BUDGET FOR FY 2018-2019 AS IT PERTAINS TO EXPENDITURES

TYPE OF REPORT: Non-Consent Agenda Item

RECOMMENDATION:

Staff recommends that the City Council direct staff to initiate the Proposition 218 process of increasing water, wastewater and solid waste rates by CPI, not to exceed 3.5% annually, and as required by California Proposition 218, the Right to Vote on Taxes.

BACKGROUND:

Article XIID of the California Constitution, also known as Proposition 218, requires that the City clearly demonstrate the basis for all property-related rates and charges to customer and property owners. The City is required, at minimum, to provide 45 day notification of proposed rate adjustments and inform customers and property owners of their rights to submit a written protest. Should the City receive protest from a majority of property owners and customers, then the rate increase cannot be adopted.

SUMMARY

The City is required by State law and City policy to collect revenues sufficient to cover the costs of operating the water, wastewater and solid waste (garbage collection) systems. These revenues allow the City to protect public health and safely and reliably convey and treat water, wastewater and solid waste. Costs that must be recovered through rate revenue include electricity, equipment and supplies, debt service, and salaries and benefits.

The last significant rate modification was effective July 1, 2015. Since that time annual inflationary increases in the water, wastewater and solid waste rates have been outpaced by the rising costs of electricity, equipment, supplies, and increases to both salaries and benefits. In order to continue the existing level of services staff is requesting that the City Council consider an annual rate increase. This annual rate increase would be tied to the Consumer Price Index (CPI) for the San Francisco Bay Area. The CPI to be applied is the San Francisco-Oakland-Hayward, CA Area, All Urban Consumers; 1982-84 =100, Not Seasonally Adjusted, between the most recently published February index and the corresponding index published twelve months earlier, or 3.5% whichever is less. As such, the exact adjustment to water, wastewater and solid waste rates would not be available until the yearly CPI number is released. Based on the CPI data from 2013 through 2018, the average yearly adjustment was 2.9%, with a typical range from 2.4% to 3.6%. The proposed annual 3.5% adjustments (shown in exhibit A) would take place over the next five years (FY 2020 through FY 2024), after which time no further automatic adjustments would take place absent a new notice and hearing pursuant to Proposition 218. Under the proposed annual rate increase structure, the average customers are likely to see a total increase of \$3.25 annually for water, wastewater and solid waste services.

The 2019 CPI February index is 3.56%. If implemented, the CPI rate increase will take effect starting July 1, 2019; the exact rate increase for the first year would be 3.5%. Customers will be notified annually of the actual percentage increase on their June water bill, in the message portion of the bill.

NEXT STEPS:

1. Provide staff with the direction to initiate the process. An affirmative vote on this agenda item tonight does not raise rates; it simply directs staff to proceed with the process of mailing notice of the public hearing to consider adoption of the proposed rate increases.
2. Mail notices at least 45 days before the public hearing. A notice will be mailed to both property owners and utility customers describing the reasons for the proposed rate increases, the amount of the proposed rate increases, the basis upon which the rates were calculated, the protest procedure, and the date, time and location of the Public Hearing. Any person who wishes to protest the adoption of the proposed rate increases must submit a written protest prior to the close of the public hearing (usually in the form of a letter).
3. Hold Public Hearing. On the appointed date, (not less than 45 days from mailing the notice), the City Council will hold a Public Hearing on the matter of the proposed rate increases. Following the Public Hearing, if a majority protest has not occurred, the City Council may adopt the proposed rate increases.

FISCAL IMPACT:

The cost to mail out the Prop 218 Notifications is approximately \$15,000.00 which would be paid out of the respective Enterprise Funds. Staff is requesting an increase appropriation for water, wastewater and solid waste by \$5,000 each to cover the expenditures.

Reviewed by:



Alex Terrazas, City Manager

ATTACHMENTS:

Resolution – Budget Amendment

Exhibit A – Notice of Public Hearing – Proposed Rate Increases

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF LOS BANOS ADOPTING A REVISED BUDGET FOR THE 2018-2019 FISCAL YEAR AS IT PERTAINS TO EXPENDITURES

WHEREAS, the City council of the City of Los Banos has approved to initiate the Proposition 218 process advising property owners and utility customers of a proposed water, wastewater, and solid waste rate adjustment beginning July 1, 2019; and

WHEREAS, expenditures related to the Proposition 218 process were not previously included in the 2018-2019 Fiscal Year budget; and

WHEREAS, the City Council of the City of Los Banos has been presented an amendment to the 2018-2019 Fiscal Year budget; and

WHEREAS, the City Council of the City of Los Banos may amend the overall appropriation levels in each fund at any time during the 2018-2019 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 2018-2019 Fiscal Year Budget to include increases of \$5,000 in Water – Professional Services (501-410-100-231), \$5,000 in Wastewater – Professional Services (502-410-100-231) and \$5,000 to Solid Waste - Professional Services (510-410-100-231).

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 20th day of March 2019, 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

Dear Property Owner/Tenant:

PROPOSITION 218 NOTIFICATION

**Notice of Public Hearing
Regarding Proposed Rate Increases in Water, Wastewater and Solid Waste Service Fees**

The City of Los Banos is proposing a five-year water, wastewater and solid waste rate program adjustment for all residents and commercial customers. A public hearing on the proposed rate increases to water, wastewater and solid waste service fees will be held by the City Council on:

Date: Wednesday, May 15, 2019
Time: 7:00 p.m.
Place: City of Los Banos, Council Chambers
 520 J Street, Los Banos, CA 93635

This notice is being sent to all City property owners and tenants directly liable for the payment of the utility service fees. If adopted, the proposed new rates will take effect July 1, 2019, with annual CPI increases each July 1, up to and including July 1, 2023. This notice also describes how to file a protest to this proposed action. All property owners, tenants directly liable for the payment of water, waste water, and solid waste service fees, and other interested parties are invited to attend the public hearing and be heard on the matter.

The last rate increase was effective July 1, 2015. Since that time annual inflationary increases in the water and wastewater rates have been outpaced by the rising costs of electricity, equipment, supplies, and increases to both salaries and benefits. In order to continue the existing level of services these costs must be recovered by increasing the cost of services. Additionally, the City contracts the collections, transportation and disposal of solid waste services. The solid waste contract includes an annual increase to the contractor's compensation based on the Consumer Price Index (CPI) for the San Francisco Bay Area.

PROPOSED ANNUAL RATE INCREASE (BASED ON CPI ADJUSTMENTS): The City Council will consider an annual rate increase which will be tied to the Consumer Price Index (CPI) for the San Francisco – Oakland – Hayward, CA Area not to exceed 3.5%. As such, the exact annual adjustment to water, wastewater, and solid waste rates would not be available until the yearly CPI number is released; this is not to exceed 3.5%. Based on the CPI data from 2013 through 2018, the average yearly adjustments was 2.9%, with a typical range from 2.4% to 3.6%. The proposed increases shown below would take place over the next five years (through FY 2023/2024), after which time no further automatic adjustments would take place absent a new notice and hearing pursuant to Proposition 218. If implemented the CPI rate increase charges will take effect starting July 1, 2019. Customers will be notified annually of the exact increase on their June water bill.

The 2019 CPI February index is 3.56%. If implemented, the CPI rate increase will take effect starting July 1, 2019; the exact rate increase for the first year would be 3.5%.

The rates stated in this notice, will not be increased above the rates stated without further written notice to the City's customers and a further protest hearing pursuant to Proposition 218 except as permitted by Government Code Section 53756.

Proposed Water Increases

The rates for the City's water service fees are comprised of two components – fixed monthly service charge and a water usage charge. The water usage charge is imposed for monthly water usage in excess of 1,500 cubic feet of metered water. The rates are calculated to recover the costs of providing water services and to proportionately allocate those costs on a parcel basis among the various customer classes. The proposed rates and their effective dates are set forth in the tables below:

	Proposed Monthly Water Rates by Percentage				
	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Percentage Increase	3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%

*Consumer Price Index (CPI) to be applied is the San-Francisco-Oakland-Hayward, CA Area, All Urban Consumers; 1982-84 =100, Not Seasonally Adjusted, between the most recently published February index and the corresponding index published twelve months earlier, or 3.5% whichever is less.

	Current	Proposed Monthly Water Rates - based on 3.5% maximum increase Actual rate increase may be less based upon the CPI				
		July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Residential						
Meters < 1"	\$21.25	\$21.99	\$22.76	\$23.56	\$24.38	\$25.24
Meters 1"- 1½"	\$25.87	\$26.78	\$27.71	\$28.68	\$29.69	\$30.73
Meters 1½"- 2"	\$29.82	\$30.86	\$31.94	\$33.06	\$34.22	\$35.42
Meters 2" - 3"	\$34.05	\$35.24	\$36.48	\$37.75	\$39.07	\$40.44
Meters 3" - 4"	\$42.54	\$44.03	\$45.57	\$47.16	\$48.82	\$50.52
Multiple Family > 1 unit	Flat + \$7.56 per unit	Flat + \$7.82 per unit	Flat + \$8.10 per unit	Flat + \$8.38 per unit	Flat + \$8.68 per unit	Flat + \$8.98 per unit
Overage per 100 cubic feet	\$1.64	\$1.70	\$1.76	\$1.82	\$1.88	\$1.95
Commercial						
Meters < 1"	\$21.25	\$21.99	\$22.76	\$23.56	\$24.38	\$25.24
Meters 1"- 1½"	\$25.87	\$26.78	\$27.71	\$28.68	\$29.69	\$30.73
Meters 1½"- 2"	\$29.82	\$30.86	\$31.94	\$33.06	\$34.22	\$35.42
Meters 2" - 3"	\$34.05	\$35.24	\$36.48	\$37.75	\$39.07	\$40.44
Meters 3" - 4"	\$42.54	\$44.03	\$45.57	\$47.16	\$48.82	\$50.52
Meters > 4"	Determined by Public Works Department					
Multiple Commercial > 1 unit	Flat + \$7.56 per unit	Flat + \$7.82 per unit	Flat + \$8.10 per unit	Flat + \$8.38 per unit	Flat + \$8.68 per unit	Flat + \$8.98 per unit

	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Overage per 100 cubic feet	\$1.64	\$1.70	\$1.76	\$1.82	\$1.88	\$1.95
Allowance amount for all users = 1,500 cubic feet per month.						
Any usage over 1,500 cubic feet will be charged an overage rate per each 100 cubic feet						

Proposed Wastewater Increases

The rates for the City's wastewater service fees for residential customers are comprised of a fixed monthly service charge. For non-residential customers, the rates are comprised of a fixed monthly service charge and a flow-based charge. The rates are calculated to recover the costs of providing wastewater services and to proportionately allocate those costs on a parcel basis among the various customer classes. The proposed rates and their effective dates are set forth in the tables below:

	Proposed Monthly Wastewater Rates by Percentage				
	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Percentage Increase	3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%

*Consumer Price Index (CPI) to be applied is the San-Francisco-Oakland-Hayward, CA Area, All Urban Consumers; 1982-84 =100, Not Seasonally Adjusted, between the most recently published February index and the corresponding index published twelve months earlier, or 3.5% whichever is less.

	Proposed Monthly Wastewater Rates - based on 3.5% maximum increase					
	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Residential	Actual increase may be less based on CPI					
Wastewater Collection						
Flat	\$19.00	\$19.67	\$20.35	\$21.07	\$21.80	\$22.57
Multiple Dwelling/Trailer Parks with common sewer	\$19.00 + \$19.00/unit	\$19.67 + \$19.67/unit	\$20.35 + \$20.35/unit	\$21.07 + \$21.07/unit	\$21.80 + \$21.80/unit	\$22.57 + \$22.57/unit
Wastewater Treatment						
Flat	\$8.27	\$8.56	\$8.86	\$9.17	\$9.49	\$9.82
Multiple Dwelling/Trailer Parks with common sewer	\$8.27 + \$8.27/unit	\$8.56 + \$8.56/unit	\$8.86 + \$8.86/unit	\$9.17 + \$9.17/unit	\$9.49 + \$9.49/unit	\$9.82 + \$9.82/unit
Commercial						
Wastewater Collection						
Flat	\$38.00	\$39.33	\$40.71	\$42.13	\$43.61	\$45.13
Hotel & Motels	\$38.00	\$39.33	\$40.71	\$42.13	\$43.61	\$45.13
Per room with kitchen	\$9.37	\$9.70	\$10.04	\$10.39	\$10.75	\$11.13
Per room w/o kitchen	\$4.73	\$4.90	\$5.07	\$5.24	\$5.43	\$5.62
Schools per student	\$0.86	\$0.89	\$0.92	\$0.95	\$0.99	\$1.02
Places - Religious Worship	\$19.00	\$19.67	\$20.35	\$21.07	\$21.80	\$22.57
Wastewater Treatment						
Schools per student	\$1.67	\$1.73	\$1.79	\$1.85	\$1.92	\$1.98
Standard Industrial						
Per 100 cu ft. of water	\$1.42	\$1.47	\$1.52	\$1.57	\$1.63	\$1.69
Bakeries, Restaurants, Dry Cleaning, Motion Picture Theaters, Packing Sheds, and Dry Process Dairy Products						
Per 100 cu ft. of water	\$1.81	\$1.87	\$1.94	\$2.01	\$2.08	\$2.15
Meat Products						
Per 100 cu ft. of water	\$2.37	\$2.45	\$2.54	\$2.63	\$2.72	\$2.81
Multi-Business Flat	\$17.83	\$18.45	\$19.10	\$19.77	\$20.46	\$21.18

Proposed Solid Waste Increases

The rates for the solid waste service fees for residential customers are comprised of a fixed monthly charge based on the size of the refuse container used for such property. For commercial customers, the rates are comprised of a fixed monthly charge that is determined on the basis of the refuse container used to serve such property and the frequency of pick ups. The rates are calculated to recover the costs of providing solid waste services and to proportionately allocate those costs on a parcel basis among the various customer classes. The proposed rates and their effective dates are set forth in the tables below:

	Proposed Monthly Solid Waste Rates by Percentage				
	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Percentage Increase	3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%	CPI* not to exceed 3.5%

*Consumer Price Index (CPI) to be applied is the San-Francisco-Oakland-Hayward, CA Area, All Urban Consumers; 1982-84 =100, Not Seasonally Adjusted, between the most recently published February index and the corresponding index published twelve months earlier, or 3.5% whichever is less.

	Proposed Monthly Solid Waste Rates - based on 3.5% maximum increase					
	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Residential	All residential containers are picked up one time per week					
64 - gal cart	\$37.99	\$39.32	\$40.70	\$42.12	\$43.59	\$45.12
96 - gal cart	\$56.99	\$58.98	\$61.05	\$63.19	\$65.40	\$67.69
Extra Green Cart	\$7.42	\$7.68	\$7.95	\$8.23	\$8.51	\$8.81
Extra Recyclable Cart	\$7.42	\$7.68	\$7.95	\$8.23	\$8.51	\$8.81
Extra Pick Up-64/96gal	\$17.33	\$17.94	\$18.56	\$19.21	\$19.89	\$20.58
Dumpster Delivery	\$27.77	\$28.74	\$29.75	\$30.79	\$31.87	\$32.98

	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
Commercial						
Cart Service Monthly Rate One Pick Up per Week						
64 – gal cart	\$33.39	\$34.56	\$35.77	\$37.02	\$38.32	\$39.66
96 – gal cart	\$50.10	\$51.85	\$53.67	\$55.55	\$57.49	\$59.50
Monthly Lock Fee	\$10.00	\$10.35	\$10.71	\$11.09	\$11.48	\$11.88
Bin Service Monthly Rate – Service Frequency Varies						
1 cu yd. container						
1 pick-up/week	\$100.26	\$103.77	\$107.40	\$111.16	\$115.05	\$119.08
2 pick-ups/week	\$147.92	\$153.10	\$158.46	\$164.00	\$169.74	\$175.68
3 pick-ups/week	\$200.49	\$207.51	\$214.77	\$222.29	\$230.07	\$238.12
4 pick-ups/week	\$253.13	\$261.99	\$271.16	\$280.65	\$290.47	\$300.64
5 pick-ups/week	\$303.25	\$313.86	\$324.85	\$336.22	\$347.99	\$360.17
6 pick-ups/week	\$360.96	\$373.59	\$386.67	\$400.20	\$414.21	\$428.71
1.5 cu yd. container						
1 pick-up / week	\$115.27	\$119.30	\$123.48	\$127.80	\$132.27	\$136.90
2 pick-ups/week	\$177.88	\$184.11	\$190.55	\$197.22	\$204.12	\$211.27
3 pick-ups/week	\$240.59	\$249.01	\$257.73	\$266.75	\$276.08	\$285.75
4 pick-ups/week	\$313.30	\$324.27	\$335.61	\$347.36	\$359.52	\$372.10
5 pick-ups/week	\$401.01	\$415.05	\$429.57	\$444.61	\$460.17	\$476.27
6 pick-ups/week	\$458.66	\$474.71	\$491.33	\$508.52	\$526.32	\$544.74
3 cu yd. container						
1 pick-up / week	\$188.02	\$194.60	\$201.41	\$208.46	\$215.76	\$223.31
2 pick-ups/week	\$340.81	\$352.74	\$365.08	\$377.86	\$391.09	\$404.78
3 pick-ups/week	\$493.80	\$511.08	\$528.97	\$547.48	\$566.65	\$586.48
4 pick-ups/week	\$619.09	\$640.76	\$663.18	\$686.40	\$710.42	\$735.28
5 pick-ups/week	\$736.94	\$762.73	\$789.43	\$817.06	\$845.66	\$875.25
6 pick-ups/week	\$844.65	\$874.21	\$904.81	\$936.48	\$969.26	\$1,003.18
6 cu yd. container						
1 pick-up / week	\$298.38	\$308.82	\$319.63	\$330.82	\$342.40	\$354.38
2 pick-ups/week	\$554.14	\$573.53	\$593.61	\$614.38	\$635.89	\$658.14
3 pick-ups/week	\$767.22	\$794.07	\$821.87	\$850.63	\$880.40	\$911.22
4 pick-ups/week	\$980.40	\$1,014.71	\$1,050.23	\$1,086.99	\$1,125.03	\$1,164.41
5 pick-ups/week	\$1,193.53	\$1,235.30	\$1,278.54	\$1,323.29	\$1,369.60	\$1,417.54
6 pick-ups/week	\$1,406.62	\$1,455.85	\$1,506.81	\$1,559.54	\$1,614.13	\$1,670.62
8 cu yd. container						
1 pick-up / week	\$400.71	\$414.73	\$429.25	\$444.27	\$459.82	\$475.92
2 pick-ups/week	\$682.01	\$705.88	\$730.59	\$756.16	\$782.62	\$810.01
3 pick-ups/week	\$937.77	\$970.59	\$1,004.56	\$1,039.72	\$1,076.11	\$1,113.78
4 pick-ups/week	\$1,193.53	\$1,235.30	\$1,278.54	\$1,323.29	\$1,369.60	\$1,417.54
5 pick-ups/week	\$1,427.98	\$1,477.96	\$1,529.69	\$1,583.23	\$1,638.64	\$1,695.99
6 pick-ups/week	\$1,662.39	\$1,720.57	\$1,780.79	\$1,843.12	\$1,907.63	\$1,974.40
Commercial Recyclable Materials/Green Waste Materials						
96 – gal cart	\$5.36	\$5.55	\$5.74	\$5.94	\$6.15	\$6.37
1.5 cu yd. container	\$70.94	\$73.42	\$75.99	\$78.65	\$81.41	\$84.25
3 cu yd. container	\$119.79	\$123.98	\$128.32	\$132.81	\$137.46	\$142.27
6 cu yd. container	\$199.29	\$206.27	\$213.48	\$220.96	\$228.69	\$236.69
Additional Pick Ups charges are per occurrence						
32- gal bag	\$12.38	\$12.81	\$13.26	\$13.73	\$14.21	\$14.70
64 or 96 gal cart	\$12.38	\$12.81	\$13.26	\$13.73	\$14.21	\$14.70
1 cu yd. container	\$37.13	\$38.43	\$39.77	\$41.17	\$42.61	\$44.10
1.5 cu yd. container	\$42.70	\$44.19	\$45.74	\$47.34	\$49.00	\$50.71
3 cu yd. container	\$69.63	\$72.07	\$74.59	\$77.20	\$79.90	\$82.70
6 cu yd. container	\$110.50	\$114.37	\$118.37	\$122.51	\$126.80	\$131.24
8 cu yd. container	\$148.41	\$153.60	\$158.98	\$164.54	\$170.30	\$176.26
Additional Recyclable Material Pick Ups charges are per occurrence						
32- gal bag	\$6.19	\$6.41	\$6.63	\$6.86	\$7.10	\$7.35
64 or 96 gal cart	\$6.19	\$6.41	\$6.63	\$6.86	\$7.10	\$7.35
1 cu yd. container	\$18.57	\$19.22	\$19.89	\$20.59	\$21.31	\$22.06
1.5 cu yd. container	\$21.34	\$22.09	\$22.86	\$23.66	\$24.49	\$25.35
3 cu yd. container	\$34.82	\$36.04	\$37.30	\$38.61	\$39.96	\$41.36
6 cu yd. container	\$55.26	\$57.19	\$59.20	\$61.27	\$63.41	\$65.63
8 cu yd. container	\$74.21	\$76.81	\$79.50	\$82.28	\$85.16	\$88.14
Regularly Scheduled Collection Service (Per pull/return rate not including initial deliver fee)						
6 cu yd. drop box	\$247.54	\$256.20	\$265.17	\$274.45	\$284.06	\$294.00
14 cu yd. drop box	\$247.54	\$256.20	\$265.17	\$274.45	\$284.06	\$294.00
20 cu yd. drop box	\$353.64	\$366.02	\$378.83	\$392.09	\$405.81	\$420.01
30 cu yd. drop box	\$523.82	\$542.15	\$561.13	\$580.77	\$601.10	\$622.13
40 cu yd. drop box	\$698.39	\$722.83	\$748.13	\$774.32	\$801.42	\$829.47
On-Call Collection Service (Per pull rate includes delivery fee; does not include demurrage fee)						
6 cu yd. drop box	\$305.78	\$316.48	\$327.56	\$339.02	\$350.89	\$363.17
14 cu yd. drop box	\$305.78	\$316.48	\$327.56	\$339.02	\$350.89	\$363.17
20 cu yd. drop box	\$411.88	\$426.30	\$441.22	\$456.66	\$472.64	\$489.18
30 cu yd. drop box	\$582.04	\$602.41	\$623.50	\$645.32	\$667.90	\$691.28
40 cu yd. drop box	\$756.63	\$783.11	\$810.52	\$838.89	\$868.25	\$898.64
Regularly Scheduled Compactor Service – Customer Owned Compactors (per pull/return rate not including initial delivery fee)						
14 cu yd. drop box	\$247.54	\$256.20	\$265.17	\$274.45	\$284.06	\$294.00
16 cu yd. drop box	\$282.90	\$292.80	\$303.05	\$313.66	\$324.63	\$336.00
20 cu yd. drop box	\$353.62	\$366.00	\$378.81	\$392.06	\$405.79	\$419.99

	Current	July 1, 2019	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023
24 cu yd. drop box	\$424.36	\$439.21	\$454.59	\$470.50	\$486.96	\$504.01
25 cu yd. drop box	\$442.03	\$457.50	\$473.51	\$490.09	\$507.24	\$524.99
30 cu yd. drop box	\$503.44	\$521.06	\$539.30	\$558.17	\$577.71	\$597.93
38 cu yd. drop box	\$671.89	\$695.41	\$719.75	\$744.94	\$771.01	\$797.99
40 cu yd. drop box	\$707.25	\$732.00	\$757.62	\$784.17	\$811.59	\$839.99
Regularly Scheduled Compactor Service – Contractor Owned Compactors						
(per pull/return rate not including initial delivery fee)						
14 cu yd. drop box	\$247.54	\$256.20	\$265.17	\$274.45	\$284.06	\$294.00
16 cu yd. drop box	\$282.90	\$292.80	\$303.05	\$313.66	\$324.63	\$336.00
20 cu yd. drop box	\$353.62	\$366.00	\$378.81	\$392.06	\$405.79	\$419.99
24 cu yd. drop box	\$424.36	\$439.21	\$454.59	\$470.50	\$486.96	\$504.01
30 cu yd. drop box	\$530.44	\$549.01	\$568.22	\$588.11	\$608.69	\$630.00
38 cu yd. drop box	\$671.89	\$695.41	\$719.75	\$744.94	\$771.01	\$797.99
40 cu yd. drop box	\$707.25	\$732.00	\$757.62	\$784.14	\$811.59	\$839.99
Recyclable Materials Contamination Charge upon 3rd Notice by Contractor						
Container Removal	\$25.00	\$25.88	\$26.78	\$27.73	\$28.69	\$29.69

How to be heard or protest the proposed adjustments:

Any property owner or any tenant directly responsible for the payment of water, wastewater, and/or solid waste service fees (i.e., a customer of record) may submit a written protest to the proposed rate increases described above; provided, however, only one protest will be counted per identified parcel. Any written protest must: (1) state the specific rate increase (water, wastewater, and/or solid waste) for which the protest is being submitted; (2) provide the location of the identified parcel (by assessor's parcel number, street address, or customer account number); and (3) include the name and signature of the property owner or tenant submitting the protest. Written protests may be submitted by mail or in person to the City Clerk at 520 J Street, Los Banos, CA 93635, or at the Public Hearing, so long as they are received prior to the conclusion of the public comment portion of the Public Hearing. Any protest submitted via e-mail or other electronic means will not be accepted. Postmarks also cannot be accepted. Please identify on the front of the envelope for any protest, whether mailed or submitted in person to the City Clerk, that the enclosed protest is for the Public Hearing on the Proposed Increases to Utility Rates.

The City Council will hear and consider all written protests and oral comments to the proposed rate increases at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest as described above. Upon the conclusion of the Public Hearing, the City Council will consider adoption of the proposed rate increases for the water, wastewater, and solid waste service fees as described herein. If written protests against the proposed rate increases are not presented by a majority of the property owners and tenants of the identified parcels upon which the rates are proposed to be imposed, the City Council will be authorized to impose the respective rate increases. If a majority of property owners and tenants directly liable for payment of the utility service fees submit written protests, the proposed rates may not be adopted and the existing rate structures will continue to be used until another rate structure is adopted.

For more information or questions about the proposed rate increase you may contact the Finance Department at 209-827-7000 or visit the City's website for the Utility Rate Studies at www.losbanos.org.



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members
FROM: Sonya Williams, Finance Director
DATE: March 20, 2019
SUBJECT: Appoint Chair/Vice-Chair to Measure H Citizens Oversight Committee
TYPE OF REPORT: Non-consent

Recommendation:

Appoint the chair and vice-chair to the Measure H Citizens Oversight Committee.

Discussion:

On December 19, 2018 the City Council adopted the Measure H Citizens' Oversight Committee Bylaws. The bylaws state that the City council shall appoint the initial chair and vice-chair of the Committee. Thereafter the Committee shall annually elect the chair and vice chair from among its members.

On February 20, 2019 the Council appointed the following members to the Measure H Citizens Oversight Committee (listed in alphabetical order):

- Michael Amabile
- Kathy Ballard
- John Cates
- James Roelofs
- Tom Spada

The chair and vice-chair shall be selected from the above list. The chair and vice-chair will hold a one-year term and future appoints will be held by the committee.

Reviewed by:

Alex Terrazas, City Manager



City of
Los Banos

At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: March 15, 2019

Regarding: Notice of Public Hearing

Proposal: Sidewalk Vending Ordinance

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider and make a recommendation to the Los Banos City Council to adopt a new Article to Title 9 of Chapter 3 of the Los Banos Municipal Code regarding sidewalk vending in response to SB 946.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, March 27, 2019 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, Community and Economic Development Director, 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 per Government Code Section 65009.

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

THE CITY OF LOS BANOS

A handwritten signature in blue ink, appearing to read "Stacy Souza Elms", is written over the printed name.

Stacy Souza Elms

Community and Economic Development Director