



# City of Los Banos

At the Crossroads of California

[www.losbanos.org](http://www.losbanos.org)

## AGENDA

### CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS  
520 J Street  
Los Banos, California

**JUNE 5, 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](http://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](http://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. PRESENTATIONS.
  - A. Proclamation Recognizing Disability Awareness Month.

- B. Proclamation Recognizing the Los Banos High School Varsity Baseball Team.
- C. Certificates of Recognition of Participation and Achievements at the Merced County Pentathlon:
  - 1) Westside Union Elementary School, First Place – Overall
  - 2) Loreno Falasco Elementary School, Second Place – Overall
  - 3) Westside Union Elementary School, First Place – Super Quiz
  - 4) Loreno Falasco Elementary School, Second Place – Super Quiz
  - 5) Miano Elementary School, Fourth Place – Super Quiz
  - 6) Los Banos Junior High School 7<sup>th</sup> Grade, Fourth Place – Super Quiz
  - 7) Creekside Junior High School 7<sup>th</sup> Grade, Fifth Place – Super Quiz
  - 8) Creekside Junior High School 8<sup>th</sup> Grade, Fifth Place – Super Quiz

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

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

- A. Check Register for #216203 – #216524 in the Amount of \$1,376,541.37.

*Recommendation: Approve the check register as submitted.*

- B. City Council Resolution No. 6081 – Accepting Public Improvements for East Center Phase 1, Generally Located within the Area Bounded by Center Avenue to the West, Pioneer Road to the South, Diablo Street & Pike Street to the East, APNs 431-270-004 and 431-270-010 (Pioneer Development Company, Inc.).

*Recommendation: Approve the resolution as submitted.*

- C. City Council Resolution No. 6082 – Approving and Adopting Final Tract Map No. 2017-03 Sunrise Ranch, Generally Located within the Area Bounded by B Street to the North, Place Road to the West, San Luis Street to the South, and Jo-Lin Park Manor Subdivision to the East, APN 428-080-001 (Trevino Pioneer, a California LLC).

*Recommendation: Approve the resolution as submitted.*

- D. City Council Resolution No. 6083 – Awarding Contract for Legal Advertising to the Los Banos Enterprise for Fiscal Year Ending June 30, 2020 and Authorizing the City Manager to Execute Agreement.

*Recommendation: Approve the resolution as submitted.*

- E. City Council Resolution No. 6084 – Approving Amendment No. 2 to Professional Services Agreement with CSG Consultants, Inc. for Plan Check and Building Inspection Services Extending the Term Date to June 30, 2020.

*Recommendation: Approve the resolution as submitted.*

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

- A. Public Hearing – To Receive Public Comment and Consideration of a Resolution Adopting New Utility Rates for Water, Wastewater and Solid Waste Service Fees.

- 1) City Council Resolution No. 6085 – Amending the Current Billing Procedures for Water, Wastewater Treatment, Wastewater Collection and Disposal, and Solid Waste Rates.
- 2) City Council Resolution No. 6086 – Establishing Rates for Water Service Fees.
- 3) City Council Resolution No. 6087 – Establishing Rates for Wastewater Service Fees.
- 4) City Council Resolution No. 6088 – Establishing Rates for Solid Waste Service Fees.

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

- B. Public Hearing – To Receive Public Comment and Consideration of the Levy of the Proposed Annual Assessment for the 2019-2020 Fiscal Year for Landscaping and Lighting District Nos. 1-7 and 9-19.

- 1) City Council Resolution No. 6089 – Confirming Diagram and Assessment and Levying Assessments for Landscaping and Lighting Assessment District Nos. 1-7 and 9-19 for the 2019-2020 Fiscal Year.

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

- C. Public Hearing – To Receive Public Comment and Consideration of a Conditional Use Permit and Categorical Exemption from the California Environmental Quality Act Pursuant to Section 15301 (Existing Facilities) to Allow the use of a Type 41 Alcohol License for the On-sale of Beer and Wine in Conjunction with a Bona-fide Eating Establishment Located at 650 I Street, APN 025-201-009 (Zafiro's Seafood and Grill).

- 1) City Council Resolution No. 6090 – Approving Conditional Use Permit #2019-01 for the Use of a Type 41 Alcohol License for the On-sale of Beer and Wine in Conjunction with an Eating Place for Zafiro’s Seafood and Grill Located at 650 I Street; More Specifically Identified as Assessor’s Parcel Number 025-201-009.

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

9. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6091 – AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE CONSULTANT SERVICES WITH R3 CONSULTANT GROUP, INC. IN THE AMOUNT OF \$150,565 WITH A TEN PERCENT (10%) CONTINGENCY OF \$15,000 AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ADMINISTER THE PROFESSIONAL SERVICE AGREEMENT.

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

10. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6092 – APPROVING THE CONDITIONAL ACCEPTANCE STUDY AGREEMENT FOR HEXAVALENT CHROMIUM TREATMENT WITH AQUA METROLOGY SYSTEMS LIMITED AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT.

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

11. CONSIDERATION OF APPOINTMENT OF A COUNCIL MEMBER AND AN ALTERNATE TO THE VALLEY-WIDE SPECIAL CITY SELECTION COMMITTEE ASSOCIATED WITH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT.

*Recommendation: Appoint a Council Member and also an alternate.*

12. CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR WEDNESDAY, JULY 3, 2019 DUE TO THE 4<sup>TH</sup> OF JULY HOLIDAY.

*Recommendation: Cancel the meeting as stated.*

13. ADVISEMENT OF PUBLIC NOTICES. (Three Reports)

14. CITY MANAGER REPORT.

15. REPORT/UPDATE ON MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) AND MEASURE V COMMITTEE.

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

16. CITY COUNCIL MEMBER REPORTS.

- A. Deborah Lewis

- B. Tom Faria
- C. Daronica Johnson-Santos
- D. Brett Jones
- E. Mayor Mike Villalta

17. CLOSED SESSION.

- A. Conference with Labor Negotiators, Pursuant to Government Code Section 54957.6, Agency Designated Representatives: City Manager Terrazas, City Attorney Vaughn, City Clerk/Human Resources Director Mallonee, Finance Director Williams, Legal Counsel Tuffo; Employee Organizations: Los Banos Public Employees Union (Public Works), Local 1/AFSCME Unrepresented Miscellaneous Employees.
- B. Conference with Real Property Negotiators, Pursuant to Government Code Section 54956.8; Property Located at 1624 San Luis Street, Los Banos, California, (APN 428-070-001 (Portion)), Approximately 12,785 Square Feet; City Negotiators: City Manager Terrazas, City Attorney Vaughn, Finance Director Williams; Negotiating Parties: Merced Community Action Agency CEO Callahan-Johnson; Under Negotiation: Purchase Price and Terms of Sale.

18. ADJOURNMENT.

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

  
\_\_\_\_\_  
Lucille L. Mallonee, City Clerk

Dated this 30<sup>th</sup> day of May 2019

CK # 216203 - # 216524 06/05/2019 \$1,376,541.37

Bank Reconciliation

Checks by Date

User: jcanchola

Printed: 05/28/2019 - 9:30AM

Cleared and Not Cleared Checks

Print Void Checks



City of  
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Check	Check Date	Name	Module	Void	Amount
216203	5/10/2019	Accela, Inc.	AP		1,583.00
216204	5/10/2019	Anthony Gomes	AP		100.00
216205	5/10/2019	Aramark Uniform Ser Inc	AP		344.90
216206	5/10/2019	Ascent Aviation Group, Inc.	AP		26,550.10
216207	5/10/2019	AT&T	AP		30.04
216208	5/10/2019	Auto Zone Commercial	AP		101.14
216209	5/10/2019	BJ's Consumers Choice	AP		72.00
216210	5/10/2019	Borelli Real Estate Service, Inc.	AP		90.00
216211	5/10/2019	Bruce's Tire Inc	AP		1,620.14
216212	5/10/2019	BSK Associates	AP		10,647.00
216213	5/10/2019	Buxton Company	AP		12,500.00
216214	5/10/2019	Frank Balcazar	AP		600.00
216215	5/10/2019	Aurora Bingham	AP		60.00
216216	5/10/2019	Manuel A Avila	AP		173.33
216217	5/10/2019	Central Valley Concrete Inc.	AP		830.58
216218	5/10/2019	Comcast	AP		106.08
216219	5/10/2019	CSG Consultants Inc.	AP		37,272.77
216220	5/10/2019	David Cummins	AP		450.00
216221	5/10/2019	LN Curtis & Sons	AP		1,694.54
216222	5/10/2019	Karina Castellanos	AP		600.00
216223	5/10/2019	Tama Clarke	AP		500.00
216224	5/10/2019	Guadalupe De La Torre	AP		350.00
216225	5/10/2019	Employee Relations, Inc.	AP		50.00
216226	5/10/2019	Farmer Brothers Coffee	AP		58.10
216227	5/10/2019	Fastenal Company	AP		239.14
216228	5/10/2019	Federal Express Corporation	AP		32.13
216229	5/10/2019	Ferguson Enterprises Inc DBA Groeniger & Company	AP		1,009.62
216230	5/10/2019	GCS Environmental Equipment Services	AP		301.16
216231	5/10/2019	GSE Construction Co., Inc.	AP		150,895.80
216232	5/10/2019	Mark Garcia	AP		500.00
216233	5/10/2019	Helena Chemical Co Inc	AP		280.03
216234	5/10/2019	JB Anderson Land Use Planning	AP		504.00
216235	5/10/2019	JM Burns, Inc.	AP		1,211.29
216236	5/10/2019	David A Jones	AP		2,135.00
216237	5/10/2019	Juan Jaurez	AP		100.00
216238	5/10/2019	KnowBe4, Inc.	AP		1,215.00
216239	5/10/2019	Lawson Products, Inc.	AP		90.35
216240	5/10/2019	Lehigh Hanson Heidelberg Cement Group	AP		530.80
216241	5/10/2019	Lincoln Equipment Inc	AP		180.88
216242	5/10/2019	Los Banos Rental Yard Inc	AP		76.72
216243	5/10/2019	Lucas Business Systems	AP		598.90
216244	5/10/2019	Marfab Inc	AP		371.97
216245	5/10/2019	Matson Alarm Co Inc	AP		181.00
216246	5/10/2019	McNamara Sports Inc	AP		4,175.87

216247	5/10/2019	Merced Chevrolet Inc.	AP	739.66
216248	5/10/2019	Merced Truck & Trailer Inc	AP	75.74
216249	5/10/2019	MOO, Inc.	AP	89.02
216250	5/10/2019	N & S Dos Palos Tractor	AP	520.48
216251	5/10/2019	New Pig Corporation	AP	978.75
216252	5/10/2019	Nossaman, LLP	AP	4,827.00
216253	5/10/2019	O'Reilly Auto Parts	AP	69.51
216254	5/10/2019	Pete Grove	AP	90.00
216255	5/10/2019	Provost and Pritchard Engineering, Inc.	AP	754.00
216256	5/10/2019	Pro Clean Supply	AP	255.39
216257	5/10/2019	Randik Paper Co	AP	4.63
216258	5/10/2019	Rolf Construction	AP	24,641.95
216259	5/10/2019	Redwood Property Investors III, LLC	AP	52.00
216260	5/10/2019	Santos Ford Inc.	AP	28,408.36
216261	5/10/2019	Sherwin Williams Co	AP	395.63
216262	5/10/2019	Sonitrol	AP	339.00
216263	5/10/2019	Sorensens True Value	AP	338.31
216264	5/10/2019	Sprint Solutions, Inc.	AP	227.94
216265	5/10/2019	T & T Pavement Markings and Products, Inc.	AP	2,078.00
216266	5/10/2019	United Textile	AP	294.78
216267	5/10/2019	Jerri Terry Realty	AP	34.61
216268	5/10/2019	Home Sweet Home Property Management	AP	99.49
216269	5/10/2019	Daniel Brooks	AP	14.42
216270	5/10/2019	Los Banos Property Management Services	AP	8.66
216271	5/10/2019	Brenda Aguilar Ochoa	AP	100.00
216272	5/10/2019	Amber Pope	AP	40.62
216273	5/10/2019	Leslie Montoya	AP	13.49
216274	5/10/2019	Ferdinand Rabe	AP	86.51
216275	5/10/2019	Karamjeet Bhatia	AP	30.79
216276	5/10/2019	Linda Elachkar	AP	30.79
216277	5/10/2019	Alaska Gilroy Inc.	AP	30.79
216278	5/10/2019	Christopher Foley	AP	56.75
216279	5/10/2019	Oscar Viorato	AP	53.87
216280	5/10/2019	Neiche Castelo	AP	27.91
216281	5/10/2019	Arturo De La Torre-Sanchez	AP	56.76
216282	5/10/2019	Norayma Mata	AP	25.01
216283	5/10/2019	Michael Perez	AP	82.21
216284	5/10/2019	Kristin Orosco	AP	59.62
216285	5/10/2019	Roberto Hernandez	AP	21.63
216286	5/10/2019	Miguel Sanchez Gutierrez	AP	62.52
216287	5/10/2019	Eva Lugo	AP	13.49
216288	5/10/2019	Maria Morales	AP	13.49
216289	5/10/2019	Windecker Inc	AP	19,904.27
216290	5/10/2019	Young's Air Conditioning	AP	375.00
216291	5/10/2019	Zee Medical Service Co	AP	178.86
216292	5/10/2019	Todd Baker	AP	626.00
216293	5/10/2019	Hector Castillo	AP	156.00
216294	5/10/2019	Civitas Advisors	AP	2,800.00
216295	5/10/2019	Department of Transportation	AP	250.00
216296	5/10/2019	Abel J. Gomes	AP	196.00
216297	5/10/2019	Carlos Granillo	AP	150.00
216298	5/10/2019	Charles A. Edler	AP	743.00
216299	5/10/2019	Liebert Cassidy Whitmore	AP	3,522.00

216300	5/10/2019	Los Banos Medical Group A Medical Corp.	AP	610.00
216301	5/10/2019	Ronny's Inc.	AP	39,315.15
216302	5/10/2019	Ronny's Inc.	AP	10,316.18
216303	5/10/2019	Ronny's Inc.	AP	9,600.00
216304	5/10/2019	Tractor Supply Credit Plan	AP	195.66
216305	5/10/2019	Xerox Financial Services	AP	2,464.46
216306	5/14/2019	Michael K. Sanders	AP	2,505.60
216318	5/17/2019	Anderson Pump Company Inc	AP	115,019.23
216319	5/17/2019	Aramark Uniform Ser Inc	AP	323.52
216320	5/17/2019	AT&T	AP	854.27
216321	5/17/2019	Battery Systems, Inc.	AP	261.26
216322	5/17/2019	Brinks Inc.	AP	677.46
216323	5/17/2019	Bruce's Tire Inc	AP	1,524.09
216324	5/17/2019	BSK Associates	AP	250.00
216325	5/17/2019	Ca Dept of Justice	AP	1,575.00
216326	5/17/2019	Cal Traffic	AP	3,166.72
216327	5/17/2019	Clark Pest Control Inc	AP	157.00
216328	5/17/2019	Comcast	AP	10.56
216329	5/17/2019	The ABY MFG Group. Inc.	AP	47.94
216330	5/17/2019	Ernest Packaging Solutions	AP	88.58
216331	5/17/2019	Fastenal Company	AP	347.99
216332	5/17/2019	Federal Express Corporation	AP	12.08
216333	5/17/2019	Fresno City College	AP	183.00
216334	5/17/2019	Graybar Electric Company, Inc	AP	5,184.94
216335	5/17/2019	Helena Chemical Co Inc	AP	271.88
216336	5/17/2019	Heppner Precision Machine Shop, Inc.	AP	30.50
216337	5/17/2019	Home Depot	AP	1,846.20
216338	5/17/2019	JC's Pure Water & More	AP	71.00
216339	5/17/2019	Kings View Corporation	AP	400.00
216340	5/17/2019	Lucas Business Systems	AP	229.96
216341	5/17/2019	Marfab Inc	AP	455.11
216342	5/17/2019	Merced County Regional Waste Management Authority	AP	4,742.12
216343	5/17/2019	Merced County Regional Waste Management Authority	AP	86,113.17
216344	5/17/2019	Merced County Regional Waste Management Authority	AP	3,538.06
216345	5/17/2019	MOO, Inc.	AP	381.87
216346	5/17/2019	Merced County Office of Education	AP	575.00
216347	5/17/2019	Money Mart #2926	AP	82.00
216348	5/17/2019	North Central Laboratories	AP	219.00
216349	5/17/2019	The Office City	AP	307.82
216350	5/17/2019	OSE	AP	934.91
216351	5/17/2019	O'Reilly Auto Parts	AP	733.79
216352	5/17/2019	PG&E Company	AP	10.51
216353	5/17/2019	PR Diamonds Products Inc.	AP	1,152.00
216354	5/17/2019	Purchase Power Inc	AP	4,000.00
216355	5/17/2019	Jeremy Rahn	AP	170.49
216356	5/17/2019	Randik Paper Co	AP	140.70
216357	5/17/2019	Santos Ford Inc.	AP	147.46
216358	5/17/2019	Frank Silveria	AP	95.00
216359	5/17/2019	Sorensens True Value	AP	95.47
216360	5/17/2019	Sorensens True Value	AP	104.33
216361	5/17/2019	Erik Rivera Sanchez	AP	500.00
216362	5/17/2019	Terryberry Company LLC	AP	94.17
216363	5/17/2019	Terry Equipment, Inc.	AP	1,722.99

216364	5/17/2019	Triangle Rock Products	AP	1,626.29
216365	5/17/2019	Tulare Firestone	AP	3,925.02
216366	5/17/2019	Stephanie Pereira	AP	12.24
216367	5/17/2019	Kendra Thomas	AP	130.14
216368	5/17/2019	Joe Trindade	AP	65.39
216369	5/17/2019	Home Sweet Home Property Management	AP	25.01
216370	5/17/2019	Luis Ramirez Jr	AP	86.51
216371	5/17/2019	Jose Aceituno	AP	24.63
216372	5/17/2019	Capital Equity Management Group	AP	1.97
216373	5/17/2019	Yvonne Gonzalez	AP	45.21
216374	5/17/2019	Andrei & Iryna Pashkovich	AP	39.44
216375	5/17/2019	Talia Fajardo and Antonio Silva Vega	AP	1.97
216376	5/17/2019	Robert Bledsoe	AP	28.75
216377	5/17/2019	BellaMia Real Estate	AP	1.93
216378	5/17/2019	Windecker Inc	AP	2,618.49
216379	5/17/2019	Matthew Culley	AP	21.65
216380	5/17/2019	Abbie Woodruff	AP	250.00
216381	5/17/2019	Allied Waste Services #917	AP	275,472.97
216382	5/17/2019	Todd Carter	AP	311.95
216383	5/17/2019	City of Los Banos Utility	AP	21,107.28
216384	5/17/2019	Employment Development Dept	AP	4,555.00
216385	5/17/2019	Ford Motor Credit Company LLC	AP	1,307.85
216386	5/17/2019	Mary Lou Gilardi	AP	25.02
216387	5/17/2019	InfoSend Inc.	AP	5,826.83
216388	5/17/2019	Los Banos Volunteer	AP	253.91
216389	5/17/2019	Merced County Auditor Controller	AP	1,740.00
216390	5/17/2019	Merced County Health Dept	AP	72.91
216391	5/17/2019	Todd Silva	AP	150.00
216392	5/17/2019	State Water Resources Control Board	AP	55.00
216393	5/17/2019	Law Offices of William A Vaughn	AP	9,660.00
216394	5/17/2019	Aflac-Customer Service	AP	494.24
216395	5/17/2019	Los Banos Fitness &	AP	418.00
216396	5/17/2019	Los Banos Police Assn	AP	455.00
216397	5/17/2019	Los Banos Police Assn	AP	175.00
216398	5/17/2019	Los Banos Police Assn	AP	910.00
216399	5/17/2019	MassMutual	AP	1,379.04
216400	5/17/2019	MassMutual	AP	4,067.50
216401	5/17/2019	Merced County Sheriff	AP	150.00
216402	5/17/2019	Nationwide Retirement Solutions	AP	2,952.50
216403	5/17/2019	Professional Fire Fighter	AP	630.00
216404	5/17/2019	State Disbursement Unit	AP	1,912.50
216405	5/17/2019	Vantagepoint Transfer Agents - 306797	AP	794.00
216406	5/17/2019	Vantagepoint Transfer Agents - 705827	AP	25.00
216407	5/17/2019	Vantagepoint Transfer Agents - 801838	AP	2,700.00
216408	5/17/2019	City of Los Banos Escrow Account	AP	1,480.86
216409	5/23/2019	Westamerica Bank - Cafeteria Plan	AP	53,885.23
216410	5/24/2019	Alhambra	AP	184.37
216411	5/24/2019	All American Plumbing	AP	830.00
216412	5/24/2019	Ameripride Services	AP	1,248.09
216413	5/24/2019	Anderson Pump Company Inc	AP	12,324.08
216414	5/24/2019	Animal Damage Management, Inc.	AP	15,090.00
216415	5/24/2019	Anthony Gomes	AP	175.13
216416	5/24/2019	Aramark Uniform Ser Inc	AP	1,683.87

216417	5/24/2019	AT&T	AP	3,594.46
216418	5/24/2019	AT&T	AP	94.92
216419	5/24/2019	Dorothy June Baker	AP	130.50
216420	5/24/2019	Blueglobes LLC	AP	287.91
216421	5/24/2019	Brenntag Pacific Inc	AP	3,084.19
216422	5/24/2019	Bruce's Tire Inc	AP	932.02
216423	5/24/2019	BSK Associates	AP	1,424.00
216424	5/24/2019	Bright Ideas Mechanical	AP	40.43
216425	5/24/2019	Julie Butler	AP	600.00
216426	5/24/2019	CWEA	AP	87.00
216427	5/24/2019	California Dairies Inc	AP	157.92
216428	5/24/2019	Central Sanitary Supply	AP	372.84
216429	5/24/2019	Clark Pest Control Inc	AP	93.00
216430	5/24/2019	Coffee Break Service Inc.	AP	361.05
216431	5/24/2019	Comcast	AP	238.25
216432	5/24/2019	Cook's Communications Corp.	AP	2,996.02
216433	5/24/2019	Copy Shipping Solutions	AP	337.74
216434	5/24/2019	CPS	AP	749.50
216435	5/24/2019	Culver Company LLC	AP	4,054.50
216436	5/24/2019	LN Curtis & Sons	AP	623.47
216437	5/24/2019	Lupe Castro	AP	350.00
216438	5/24/2019	Alexander Cruz	AP	600.00
216439	5/24/2019	Double D Towing, LLC	AP	1,300.00
216440	5/24/2019	Dutra's	AP	295.00
216441	5/24/2019	Electric Drives Inc	AP	300.69
216442	5/24/2019	Ernest Packaging Solutions	AP	971.55
216443	5/24/2019	F S Rod Inc	AP	520.41
216444	5/24/2019	Farmer Brothers Coffee	AP	123.44
216445	5/24/2019	Fastenal Company	AP	268.96
216446	5/24/2019	Federal Eastern International LLC	AP	333.93
216447	5/24/2019	Federal Express Corporation	AP	25.88
216448	5/24/2019	Ferrellgas, Inc.	AP	65.35
216449	5/24/2019	Forensic Nurse Specialists of Central Ca Inc.	AP	1,000.00
216450	5/24/2019	Golden State Flow Measurement	AP	40,467.87
216451	5/24/2019	Government Revenue Solutions Holdings I, LLC	AP	297.85
216452	5/24/2019	Graybar Electric Company, Inc	AP	3,341.46
216453	5/24/2019	Great West Equipment, Inc	AP	1,007.16
216454	5/24/2019	Joe Gutierrez	AP	500.00
216455	5/24/2019	Helena Chemical Co Inc	AP	157.69
216456	5/24/2019	Heppner Precision Machine Shop, Inc.	AP	21.49
216457	5/24/2019	InfoSend Inc.	AP	14,383.10
216458	5/24/2019	Ingomar Packing Co.	AP	600.00
216459	5/24/2019	Jerry Witt	AP	2,389.00
216460	5/24/2019	Johnnie's Cleaners	AP	138.00
216461	5/24/2019	Yesenia Jimenez	AP	500.00
216462	5/24/2019	Kully Supply, Inc.	AP	250.50
216463	5/24/2019	Liquivision Technology	AP	4,450.00
216464	5/24/2019	Lucas Business Systems	AP	599.62
216465	5/24/2019	Los Banos Tiger Sharks	AP	100.00
216466	5/24/2019	Marfab Inc	AP	16.45
216467	5/24/2019	MC Industries Inc.	AP	594.63
216468	5/24/2019	McNamara Sports Inc	AP	39.23
216469	5/24/2019	Merced Chevrolet Inc.	AP	457.20

216470	5/24/2019	Merced Truck & Trailer Inc	AP	202.45
216471	5/24/2019	MOO, Inc.	AP	80.76
216472	5/24/2019	Samuel Morales	AP	3,180.00
216473	5/24/2019	NDN International LLC	AP	1,759.20
216474	5/24/2019	North Central Laboratories	AP	96.12
216475	5/24/2019	The Office City	AP	357.96
216476	5/24/2019	OSE	AP	298.40
216477	5/24/2019	O'Reilly Auto Parts	AP	93.32
216478	5/24/2019	PG&E Company	AP	4,733.75
216479	5/24/2019	PlaceWorks, Inc.	AP	25,595.50
216480	5/24/2019	Provost and Pritchard Engineering, Inc.	AP	818.20
216481	5/24/2019	Protech Security & Electronics, Inc.	AP	234.00
216482	5/24/2019	Darren Perreira	AP	350.00
216483	5/24/2019	San Joaquin River Exchange Contractors Water Auth.	AP	1,569.64
216484	5/24/2019	Save Mart Supermarkets	AP	505.47
216485	5/24/2019	Sherwin Williams Co	AP	473.62
216486	5/24/2019	Shred-It US JV LLC	AP	481.44
216487	5/24/2019	Snap On Tools	AP	64.16
216488	5/24/2019	Sorensens True Value	AP	493.98
216489	5/24/2019	Sorensens True Value	AP	69.13
216490	5/24/2019	Sprint Solutions, Inc.	AP	987.74
216491	5/24/2019	Stantec Consulting Services, Inc.	AP	10,429.98
216492	5/24/2019	Superior Tank Solutions, Inc.	AP	4,500.00
216493	5/24/2019	SWRCB Accounting Office	AP	1,400.00
216494	5/24/2019	Shinnick & Ryan	AP	250.00
216495	5/24/2019	21st Century Solutions	AP	168.90
216496	5/24/2019	Terryberry Company LLC	AP	202.20
216497	5/24/2019	Triangle Rock Products	AP	1,446.17
216498	5/24/2019	David Alan Love, Realtors	AP	79.82
216499	5/24/2019	Paul Laster	AP	27.91
216500	5/24/2019	Home Sweet Home Property Management	AP	71.17
216501	5/24/2019	Yolanda Pimentel	AP	13.49
216502	5/24/2019	Home Sweet Home Property Management	AP	25.01
216503	5/24/2019	Jose Mejia Briones	AP	16.37
216504	5/24/2019	Maria and Virgil York	AP	13.49
216505	5/24/2019	Louise Bretzke	AP	13.49
216506	5/24/2019	Verizon Wireless	AP	1,960.07
216507	5/24/2019	Vinyl Products MFG., Inc.	AP	587.10
216508	5/24/2019	West Publishing Corporation	AP	996.52
216509	5/24/2019	Windecker Inc	AP	7,063.60
216510	5/24/2019	Young's Air Conditioning	AP	447.00
216511	5/24/2019	Daniel Amabile	AP	150.00
216512	5/24/2019	Sean Bayard	AP	890.43
216513	5/24/2019	Ford Motor Credit Company LLC	AP	3,689.59
216514	5/24/2019	Max Hostetler	AP	150.00
216515	5/24/2019	Liebert Cassidy Whitmore	AP	1,918.20
216516	5/24/2019	Los Banos Volunteer	AP	2,416.63
216517	5/24/2019	Los Banos Medical Group A Medical Corp.	AP	1,280.00
216518	5/24/2019	Gerald "Obie" O'Brien	AP	77.14
216519	5/24/2019	Pinnacle Healthcare Medical Group	AP	283.00
216520	5/24/2019	Premier Access Insurance Co.	AP	20,477.22
216521	5/24/2019	Ronny's Inc.	AP	39,900.00
216522	5/24/2019	Sun Life Financial	AP	6,851.02

216523	5/24/2019	US Bank Corp Pymt System	AP	24,252.77
216524	5/24/2019	Law Offices of William A Vaughn	AP	12,000.00

Break in check sequence due to the following:

Check #216202 (Payroll)

Check #216307 - 216317 (Payroll)

Total Void Check Count:	0
Total Void Check Amount:	
Total Valid Check Count:	311
Total Valid Check Amount:	1,376,541.37
Total Check Count:	311
Total Check Amount:	1,376,541.37



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:** June 5, 2019

**TYPE OF REPORT:** Consent Item

**SUBJECT:** Accepting Public Improvements for East Center Phase 1

---

**Recommendation:**

That the City Council adopts the Resolution accepting Public Improvements for East Center Phase 1.

**Background:**

The Tentative Tract Map No. 2016-01 was approved by the City of Los Banos Community Development Department on August 10, 2016 by Resolution No. 2016-40. In March 2018, the Public Works staff was contacted by the developer, Pioneer Development Company, Inc., for Final Map approval. The City Council adopted a resolution approving the Final Map for East Center Phase 1, and accompanying Subdivision Improvement Agreement on December 19, 2018.

The subject site is generally located within the area bounded by Center Ave to the west, Pioneer Road to the south, Diablo Street and Pike Street to the east, more specifically identified as APNs. 431-270-004 and 431-270-010. The map consists of 99 single family lots on 26.784± acres. Public improvements were subject to all Subdivision Improvement Agreement conditions for East Center Phase 1. A Landscaping and Lighting District letter of inclusion was executed for the parcels.

**Discussion:**

All public improvements for East Center Phase 1 have been completed by the Developer.

**Fiscal Impact:**

None

**Reviewed by:**

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

---

Alex Terrazas, City Manager

**Attachments:**

Resolution

Site Map

Tract Map

Subdivision Improvement Agreement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS BANOS ACCEPTING PUBLIC  
IMPROVEMENTS FOR EAST CENTER PHASE 1**

WHEREAS, the City Council of the City of Los Banos has received a request from the developers of East Center Phase 1 that public Improvements for East Center Phase 1 be accepted by the City of Los Banos; and,

WHEREAS, the City Council of the City of Los Banos has reviewed said request and finds that the public Improvements of said project are in a position to be accepted by the City of Los Banos.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos that is does hereby accept the Public Improvements for East Center Phase 1 as presented.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5<sup>th</sup> day of June, 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

# TRACT NO: 2016-01

## EAST CENTER, PHASE 1

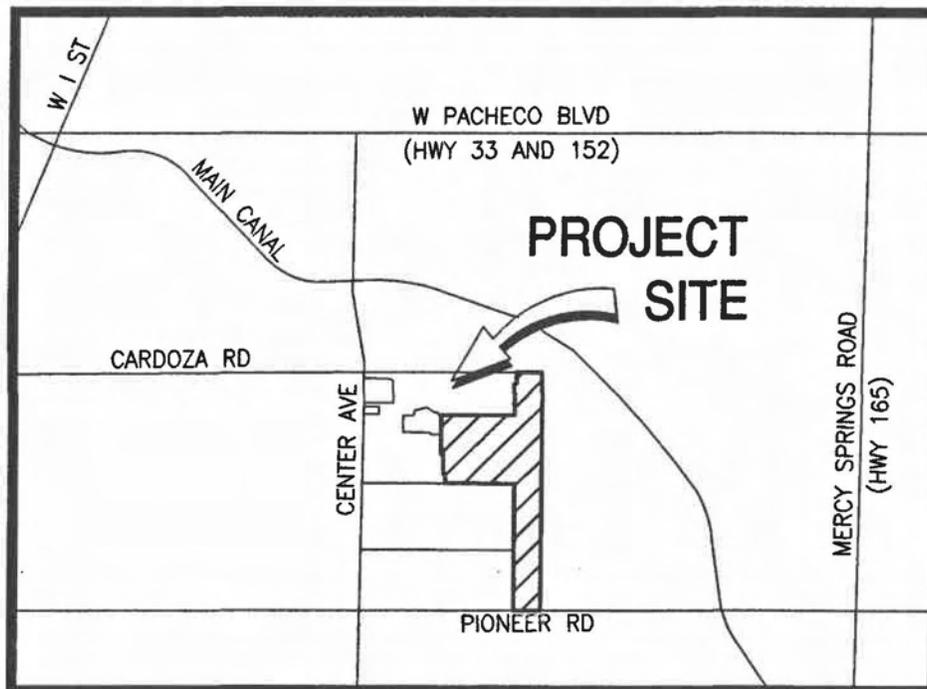
BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST  
QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10  
EAST, MOUNT DIABLO BASE AND MERIDIAN  
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

JULY 2018



1165 Scenic Drive, Suite A  
Modesto, CA 95350

Ph 209.571.1765 [odellengineering.com](http://odellengineering.com)



VICINITY MAP

N.T.S.













NO.	DATE	REVISION
1	6/1/14	PLAN REVISION
2	7/1/14	PLAN REVISION
3	7/1/14	PLAN REVISION
4	7/1/14	PLAN REVISION
5	7/1/14	PLAN REVISION
6	7/1/14	PLAN REVISION
7	7/1/14	PLAN REVISION
8	7/1/14	PLAN REVISION
9	7/1/14	PLAN REVISION
10	7/1/14	PLAN REVISION

**ODELL ENGINEERING**  
 1180 Soule Drive, Suite A  
 Modesto, CA 95250  
 odellengineering.com

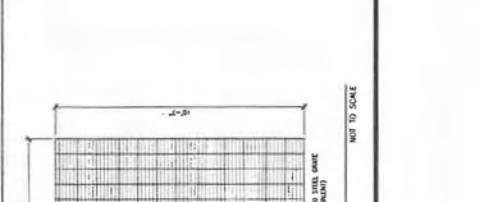
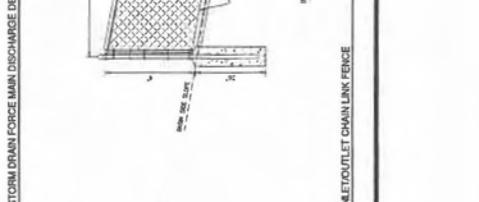
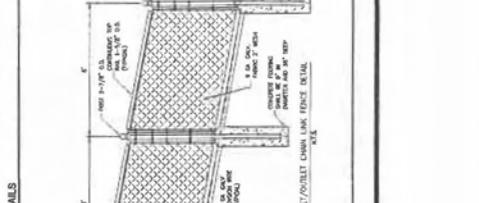
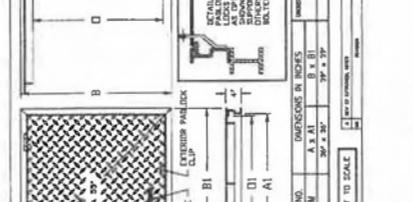
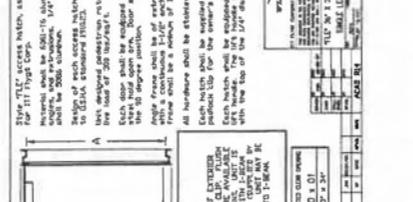
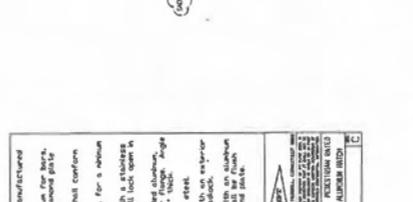
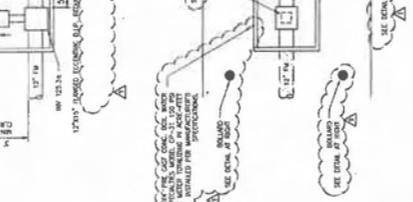
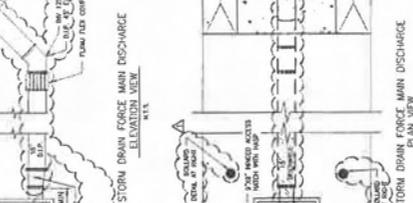
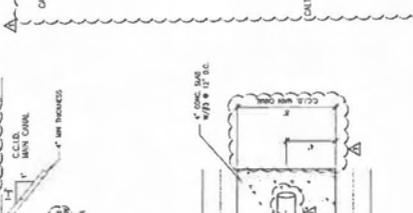
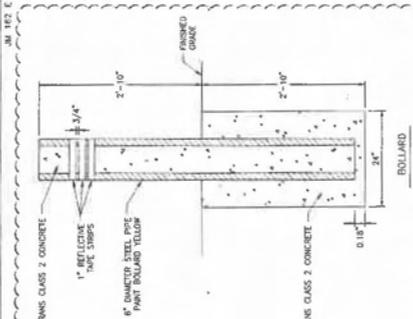
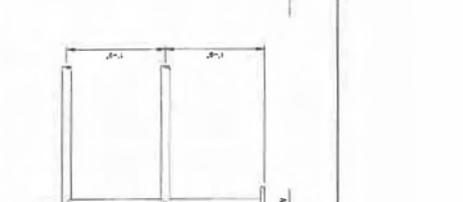
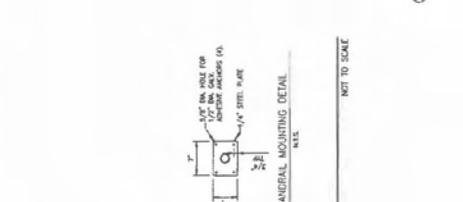
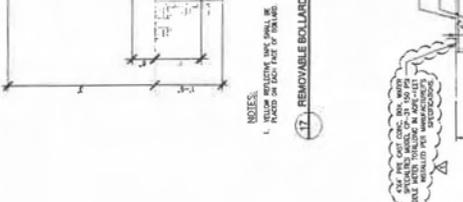
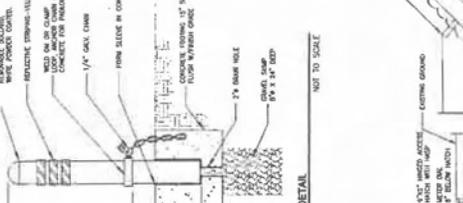
**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA



APPROVED: \_\_\_\_\_  
 RECORDED: 11  
 DRAWN: CW/SC/AM/SL/BN  
 CHECKED: 11  
 SCALE: AS SHOWN  
 DATE: 6/7/2018  
 JOB NO.: 25043  
 FILE NO.: 25043-01-01-01-0000000000

SHEET NO. **7** OF **49**

- GENERAL NOTES**
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS PRIOR TO CONSTRUCTION.
  - ALL FITTINGS SHALL BE DUCTILE IRON, CLASS 15S.
  - ALL CONDUITS SHALL BE P.V.C., SCHEDULE 40, OR APPROVED EQUAL.
  - ALL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS BANOS SPECIFICATIONS AND THE NATIONAL ELECTRICAL CODE.
  - ALL CONDUITS SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF LOS BANOS SPECIFICATIONS AND THE NATIONAL ELECTRICAL CODE.
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**LEGEND**

-  REMOVE EX. ASPHALT OR CONCRETE PAVEMENT. SIMULT. PAVEMENT AT NEAT, CLEAN CUTS.
-  CLEAR AND GRUB
-  LIMIT OF DEMOLITION
-  EX. FENCE TO BE PROTECTED IN PLACE
-  REMOVE EXISTING STRIPING
-  REMOVE EXISTING PIPE

**DEMOLITION SHEET NOTES**

- ① EX. SIGNAGE TO BE REMOVED
- ② EX. UTILITY STRUCTURE TO BE REMOVED
- ③ EX. TREE TO BE REMOVED
- ④ EX. UTILITY STRUCTURE TO BE PROTECTED IN PLACE

**DEMOLITION NOTES**

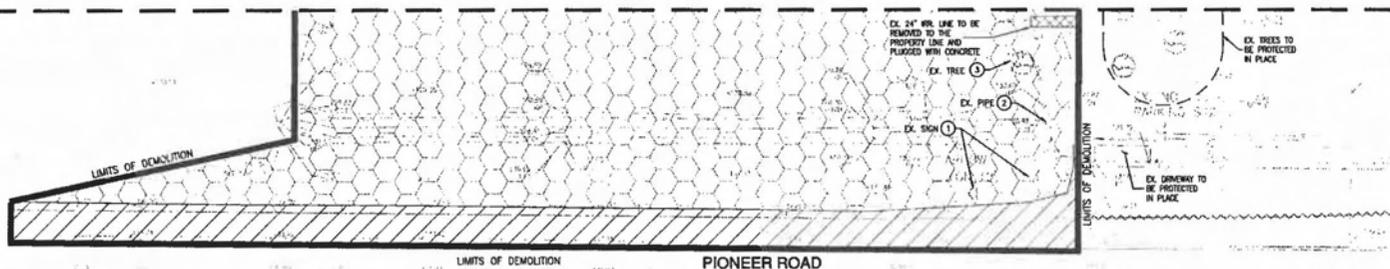
1. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES AND PUBLIC AGENCIES TO DISCONNECT EXISTING UTILITIES TO THE PROJECT SITE PRIOR TO DEMOLITION.



PLAN REVISIONS		
NO.	DATE	REVISION
1	6/17/18	PLAN REVISION
2	6/27/18	PLAN REVISION
3	7/9/18	PLAN REVISION
4	7/16/18	PLAN REVISION
5	8/24/18	PLAN REVISION
6	10/11/18	PLAN REVISION
7	11/1/18	PLAN REVISION
8	12/6/18	PLAN REVISION

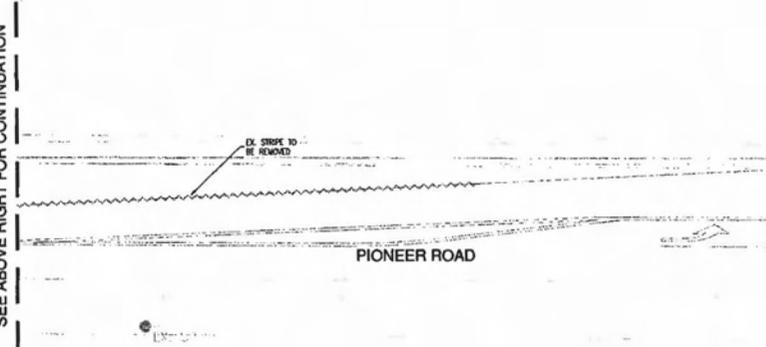
**O'DELL ENGINEERING**  
 1165 Scenic Drive, Suite A  
 Modesto, CA 95350  
 odellengineering.com

SEE SHEET 9 FOR CONTINUATION



SEE BELOW LEFT FOR CONTINUATION

SEE ABOVE RIGHT FOR CONTINUATION

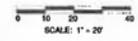


TOPOGRAPHIC SURVEY & DEMOLITION PLAN (PIONEER)



APPROVED:

DESIGNED: YI  
 DRAWN: CW/SC/JAH/SL/YH  
 CHECKED: YI  
 SCALE: AS SHOWN  
 DATE: 6/6/2018  
 JOB NO.: 28043  
 FILE NO.: 28042-DEM.DWG



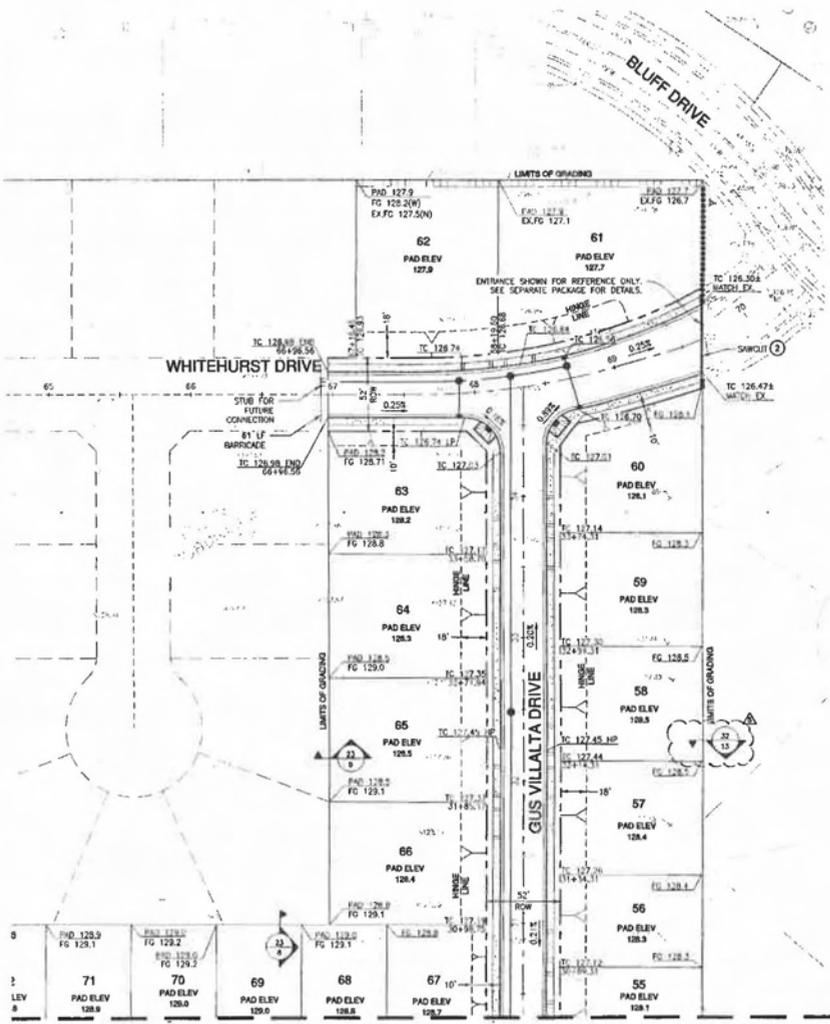
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 By *[Signature]* 05/22/2019 DATE



SHEET NO.  
**10**  
 OF  
**49**

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K:\32044-001\civil\improvements\CD\improvements\Phase 1\32044-01.dwg 18:00:18 12/18/2018



SEE SHEET 12 FOR CONTINUATION

**SHEET NOTES**

- ① 10' TRANSITION FROM 6" VERTICAL CURB TO 5" ROLLED CURB PER DETAIL 1, SHEET 4.
- ② LAP JOINT PER DETAIL 6, SHEET 4.
- ③ 10' SIDEWALK TRANSITION, SEE DETAIL B FOR RAMP & SIDEWALK TRANSITION.

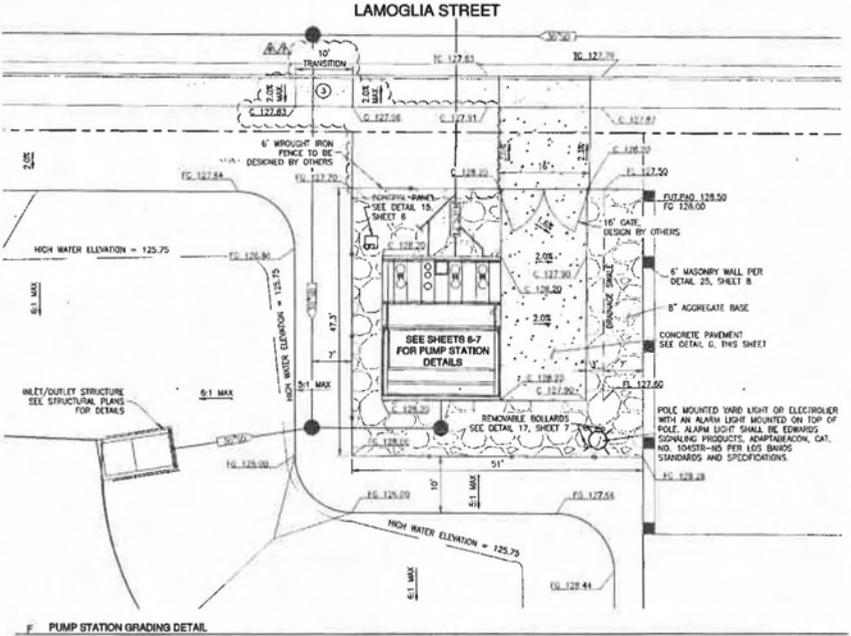


PLAN REVISIONS		
NO.	DATE	REVISION
1	5/21/14	PLAN REVISION
2	6/27/14	PLAN REVISION
3	7/1/14	PLAN REVISION
4	7/1/14	PLAN REVISION
5	7/18/14	PLAN REVISION
6	8/21/14	PLAN REVISION
7	9/11/14	PLAN REVISION
8	9/11/14	PLAN REVISION
9	10/27/14	PLAN REVISION
10	11/20/14	PLAN REVISION



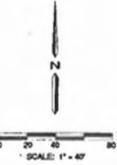
1165 Seaside Drive, Suite A  
Modesto, CA 95350  
odellengineering.com

**SUBDIVISION IMPROVEMENT PLANS  
EAST CENTER - PHASE 1  
LOS BANOS, CALIFORNIA**



PUMP STATION GRADING DETAIL

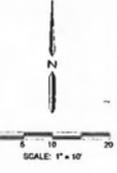
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PUMP STATION PAVEMENT SECTION

NOT TO SCALE

**RECORD DRAWING**  
DATE: 05/22/2019  
BY: [Signature]



GRADING PLAN (NORTH)



APPROVED: \_\_\_\_\_  
DESIGNED: YI  
DRAWN: CB/SS/SH/H/SL/CH  
CHECKED: YI  
SCALE: AS SHOWN  
DATE: 6/6/2018  
JOB NO.: 29043  
FILE NO.: 29043-01.DWG

SHEET NO.  
**11**  
OF  
**49**







PLAN REVISIONS		
NO.	DATE	REVISION
1	11/15/18	ISSUE FOR PERMITS
2	11/15/18	ISSUE FOR PERMITS
3	11/15/18	ISSUE FOR PERMITS
4	11/15/18	ISSUE FOR PERMITS
5	11/15/18	ISSUE FOR PERMITS
6	11/15/18	ISSUE FOR PERMITS
7	11/15/18	ISSUE FOR PERMITS
8	11/15/18	ISSUE FOR PERMITS
9	11/15/18	ISSUE FOR PERMITS
10	11/15/18	ISSUE FOR PERMITS

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 1165 Soan Drive, Suite A  
 Modesto, CA 95350  
 odellengineering.com

**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

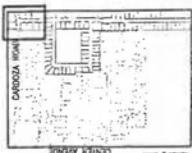
UTILITY PLAN  
 (NORTH)



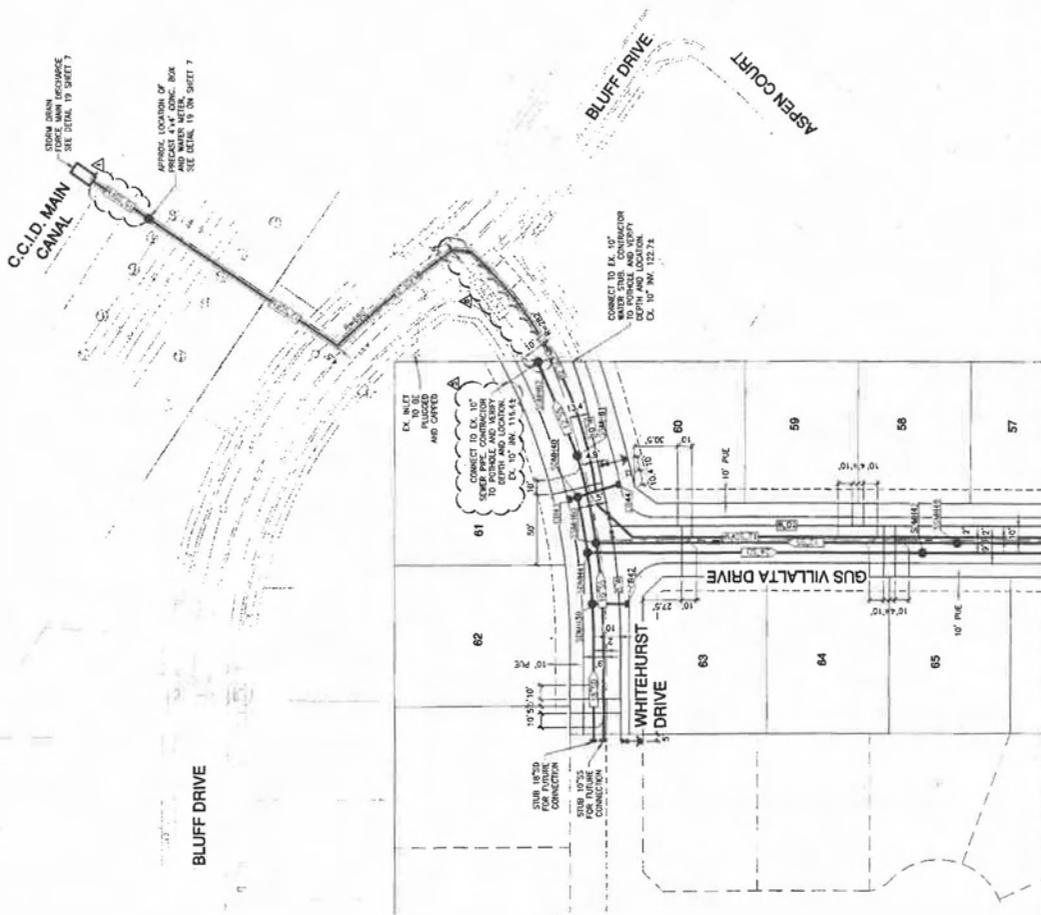
APPROVED:

REVISIONS	11
DRAWN	CM/SC/AM/PL/SH
CHECKED	0
SCALE	AS SHOWN
DATE	5/17/2018
JOB NO.	20043
FILE NO.	20043-01-00

SHEET NO. **15**  
 OF **49**



**RECORDED DRAWING**  
 05/22/2018  
 DATE



SEE SHEET 16 FOR CONTINUATION





PLAN REVISIONS		
NO.	DATE	REVISION
1	02/27/18	PLAN REVISION
2	07/15/18	PLAN REVISION
3	07/16/18	PLAN REVISION
4	07/17/18	PLAN REVISION
5	07/17/18	PLAN REVISION
6	07/17/18	PLAN REVISION
7	07/17/18	PLAN REVISION
8	07/17/18	PLAN REVISION
9	07/17/18	PLAN REVISION
10	07/17/18	PLAN REVISION

**ODELL**  
ENGINEERING

1185 South Park Row A  
Costa Mesa, CA 92626  
costa@odelleng.com

# SUBDIVISION IMPROVEMENT PLANS EAST CENTER - PHASE 1

LOS BANOS, CALIFORNIA

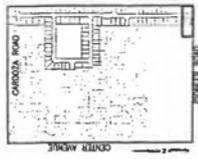
PLAN & PROFILE  
PIONEER ROAD



APPROVED:

DESIGNED BY	CK/PL/H/MS/ET
DRAWN BY	CK/PL/H/MS/ET
CHECKED BY	Y
SCALE	AS SHOWN
DATE	6/1/2018
JOB NO.	200843
FILE NO.	2008-PLAN-PROF-C2-ENG

SHEET NO. **18**  
OF  
**49**

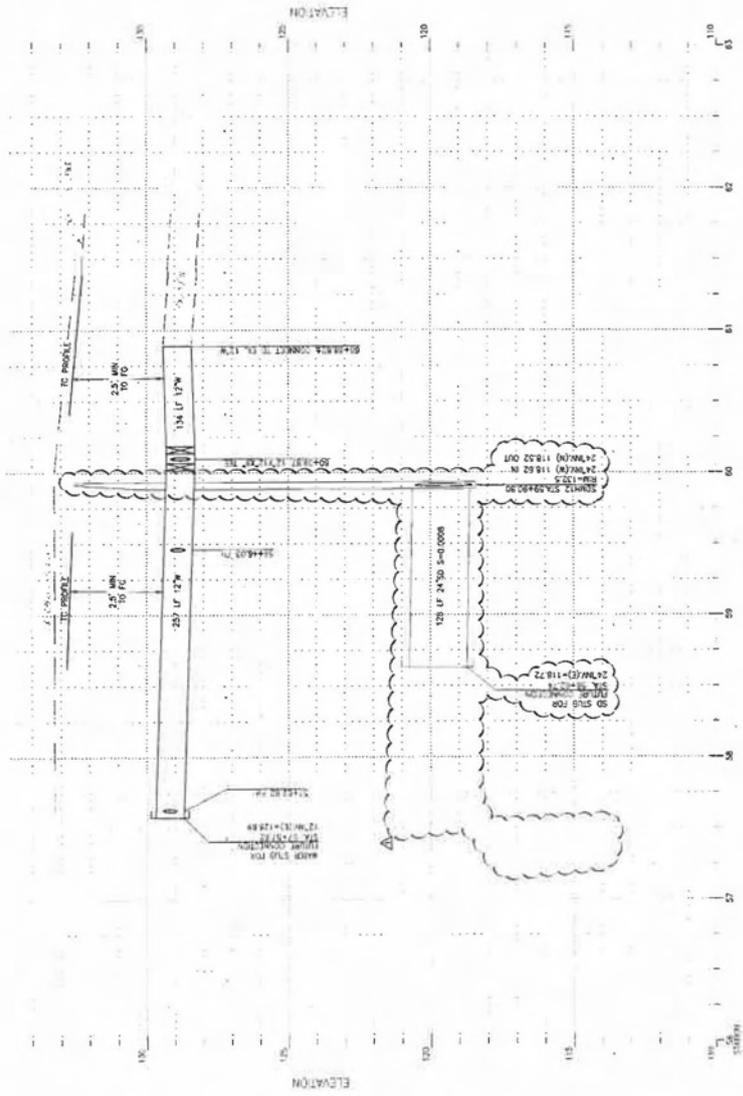
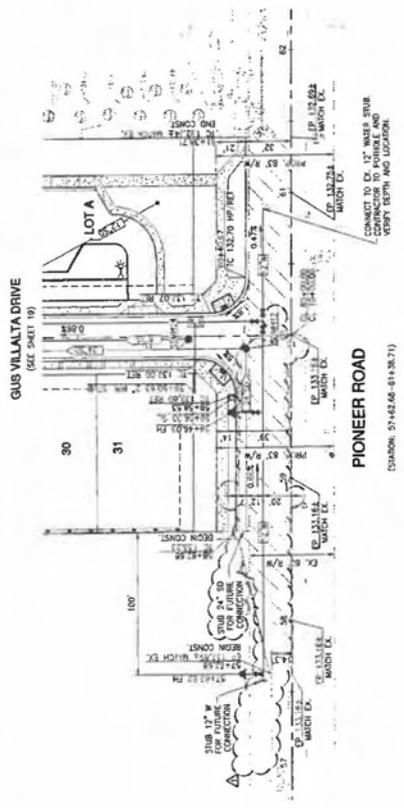


### SHEET NOTES

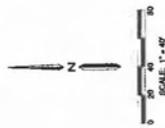
- ALL EXISTING UTILITIES WERE LOCATED FROM RECORD INFORMATION AND FIELD LOCATE IN THE FIELD. IT IS IMPROBABLE THAT "USA" LOCATING SERVICES WILL LOCATE AND MARK EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITIES CROSSINGS AND SERVICES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES.

**LEGEND**

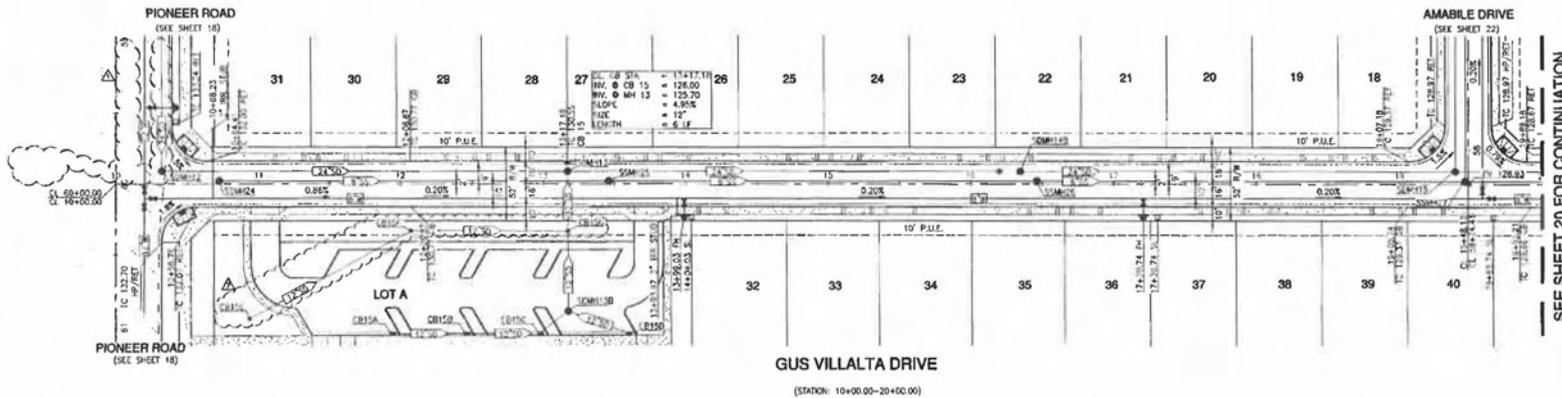
POWER ROAD RAVELMENT  
SEE SHEET 2 FOR SECTION DETAILS



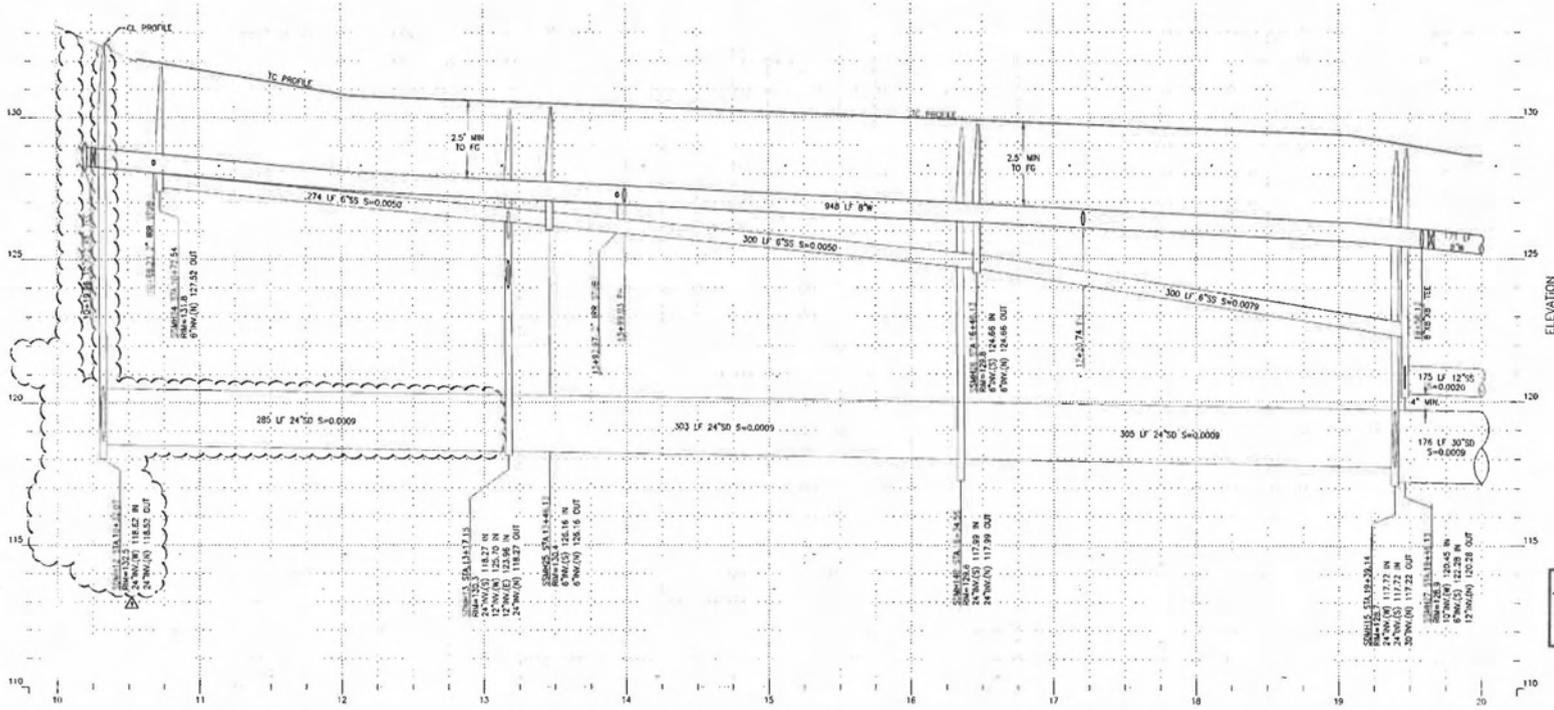
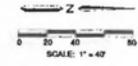
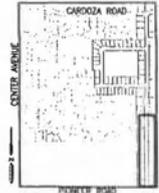
SCALE  
1" = 40'  
1" = 10'



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SEE SHEET 20 FOR CONTINUATION



SCALE:  
1"=2' VERTICAL  
1"=40' HORIZONTAL

PLAN REVISIONS

NO.	DATE	REVISION
1	12/16/18	PLAN REVISION
2	2/27/19	PLAN REVISION
3	7/2/19	PLAN REVISION
4	7/2/19	PLAN REVISION
5	8/24/19	PLAN REVISION
6	9/17/19	PLAN REVISION
7	9/27/19	PLAN REVISION
8	12/13/19	PLAN REVISION



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**SUBDIVISION IMPROVEMENT PLANS  
EAST CENTER - PHASE 1**  
LOS BANOS, CALIFORNIA

PLAN & PROFILE  
GUS VILLALTA  
(SOUTH)



APPROVED: \_\_\_\_\_

DESIGNED: JG  
 DRAWN: CW/SC/HJ/UN/SL/PLH  
 CHECKED: JG  
 SCALE: AS SHOWN  
 DATE: 6/6/2018  
 JOB NO.: 25043  
 FILE NO.: 25043-PLAN-PROFILE-2.DWG

**RECORD DRAWING**  
BY: [Signature] DATE: 05/22/2019



SHEET NO.  
**19**  
OF  
**49**

PLAN REVISIONS		
NO.	DATE	REVISION
1	07/17/18	PLAN REVISION
2	07/17/18	PLAN REVISION
3	07/17/18	PLAN REVISION
4	07/17/18	PLAN REVISION
5	07/17/18	PLAN REVISION
6	07/17/18	PLAN REVISION
7	07/17/18	PLAN REVISION
8	07/17/18	PLAN REVISION
9	07/17/18	PLAN REVISION
10	07/17/18	PLAN REVISION

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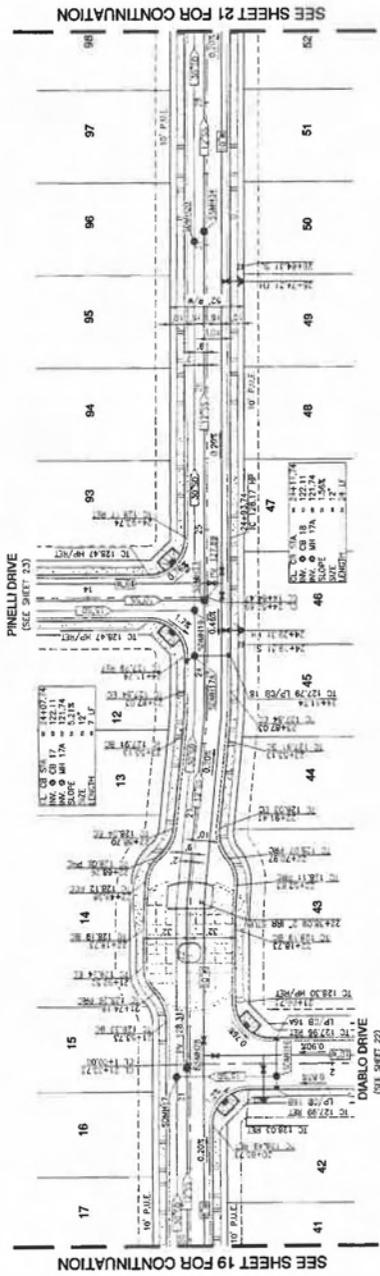
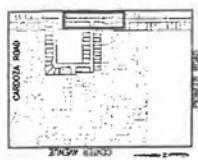
# SUBDIVISION IMPROVEMENT PLANS EAST CENTER - PHASE 1 LOS BANOS, CALIFORNIA

PLAN & PROFILE  
 GUS VILLALTA  
 (MIDDLE)

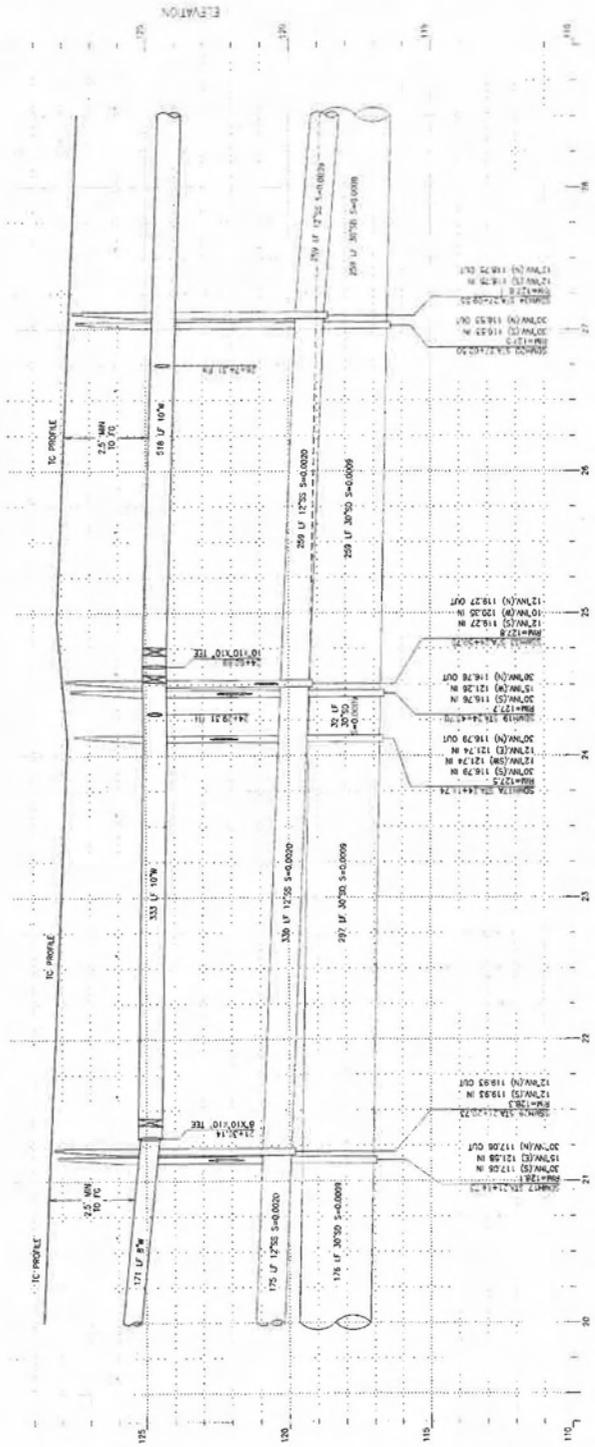


APPROVED:	DESIGNED BY: GUS VILLALTA
	CHECKED BY: GUS VILLALTA
	DATE: 6/6/2018
	FILE NO.: 20043
	PROJECT: 1166 Soan Drive, Suite A

SHEET NO. **20**  
 OF **49**



**GUS VILLALTA DRIVE**  
 (STATION: 20+00.00 - 20+50.00)



**RECORD DRAWING**  
 DATE: 05/22/2019  
 BY: [Signature]

SCALE:  
 1" = 40' HORIZONTAL  
 1" = 4' VERTICAL

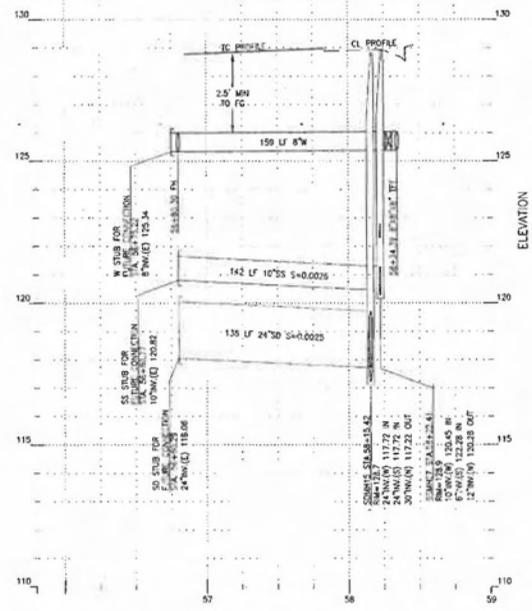
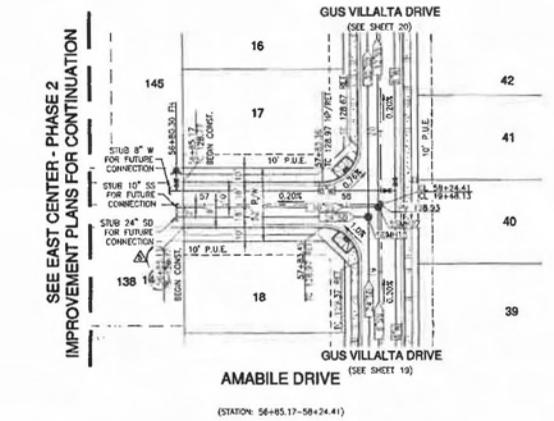
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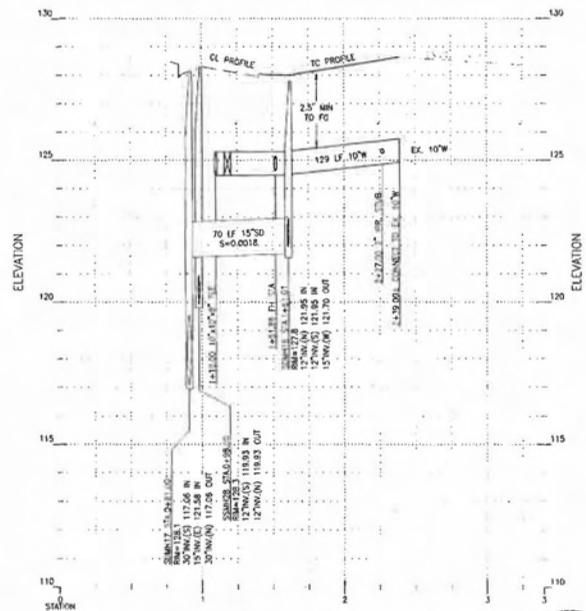
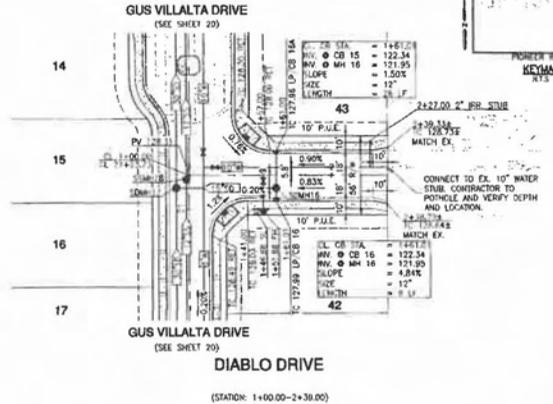
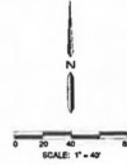
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SEE EAST CENTER - PHASE 2  
IMPROVEMENT PLANS FOR CONTINUATION



SCALE:  
1" = 40'  
VERTICAL  
1" = 4'



**RECORD DRAWING**  
BY: [Signature] DATE: 05/21/2019



NO.	DATE	REVISION
1	5/2/18	PLAN REVISION
2	5/2/18	PLAN REVISION
3	5/2/18	PLAN REVISION
4	5/2/18	PLAN REVISION
5	5/2/18	PLAN REVISION
6	5/2/18	PLAN REVISION
7	5/2/18	PLAN REVISION

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SUBDIVISION IMPROVEMENT PLANS  
**EAST CENTER - PHASE 1**  
LOS BANOS, CALIFORNIA

PLAN & PROFILE -  
AMABILE & DIABLO  
ST



APPROVED: \_\_\_\_\_  
DESIGNED: YI  
DRAWN: CW/SC/JH/AM/SL/DH  
CHECKED: YI  
SCALE: AS SHOWN  
DATE: 6/6/2018  
JOB NO.: 29043  
FILE NO.: 29043-PLAN-PROFILE-1-1000

SHEET NO.  
**22**  
OF  
**49**



PLAN REVISIONS		
NO.	DATE	DESCRIPTION
1	05/15/18	PLAN REVISION
2	07/27/18	PLAN REVISION
3	08/14/18	PLAN REVISION
4	08/14/18	PLAN REVISION
5	08/14/18	PLAN REVISION
6	08/14/18	PLAN REVISION
7	08/14/18	PLAN REVISION
8	08/14/18	PLAN REVISION
9	08/14/18	PLAN REVISION
10	08/14/18	PLAN REVISION

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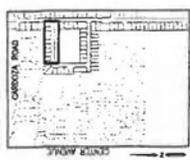
**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

PLAN & PROFILE  
 LAMOGLIA STREET

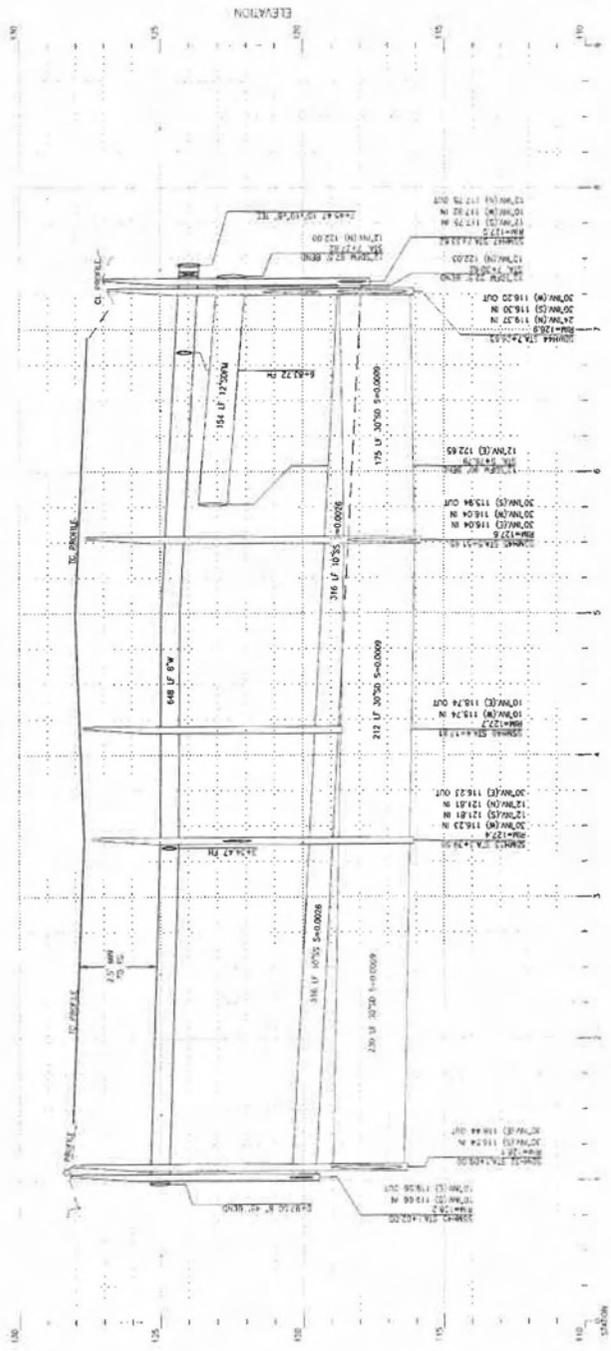
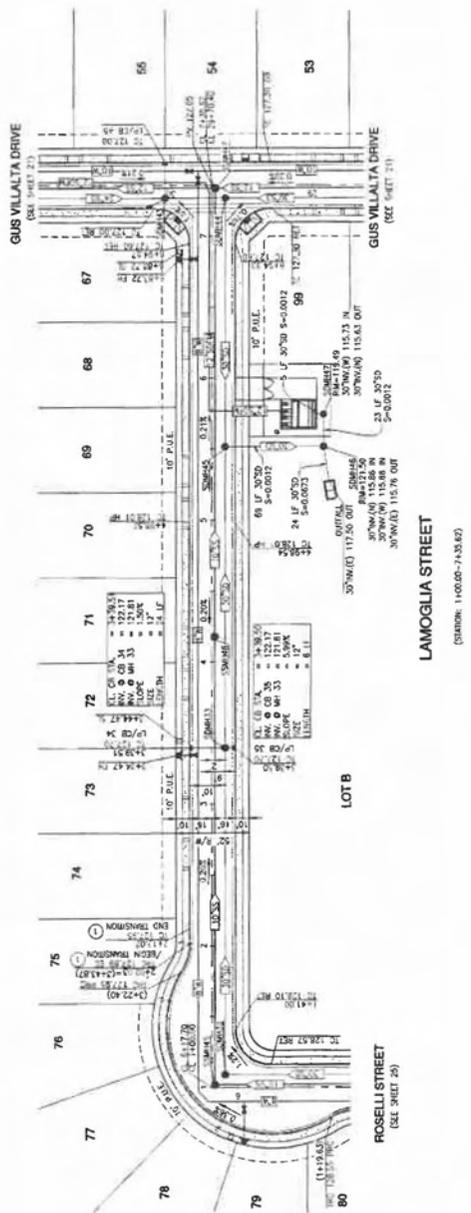


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 CHECKED: YI  
 SCALE: AS SHOWN  
 DATE: 6/7/2018  
 JOB NO.: 20043  
 FILE NO.: 20043-01-0004C-1345

SHEET NO. **24**  
 OF **49**



**SHEET NOTES**  
 1. UP TRAVEL RISE 8" VERTICAL CURB TO 5" ROLLED CURB  
 2. SEE SHEET 1, PAGE 1



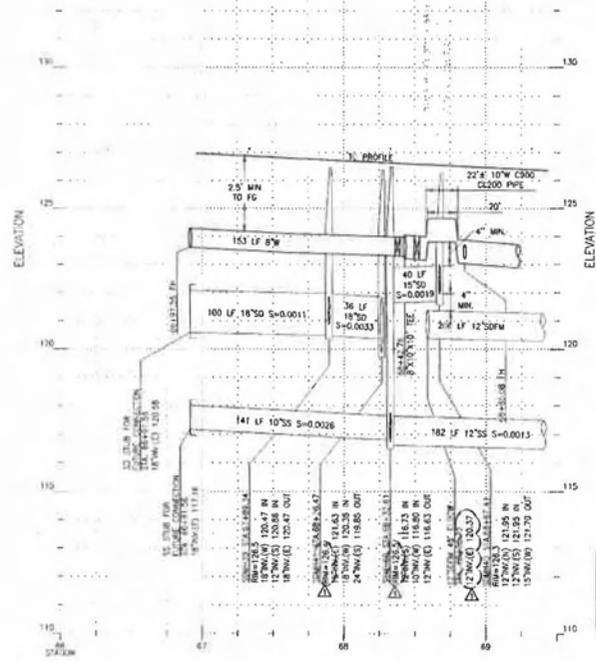
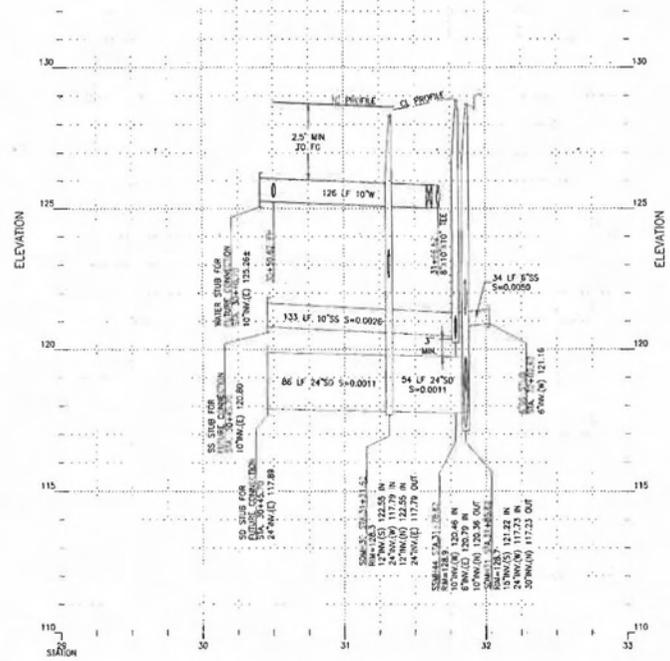
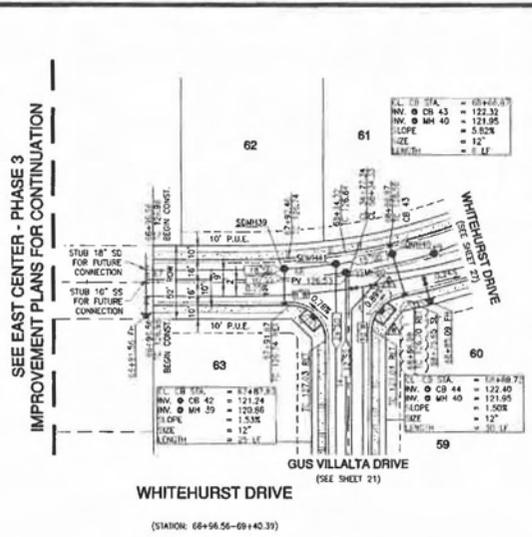
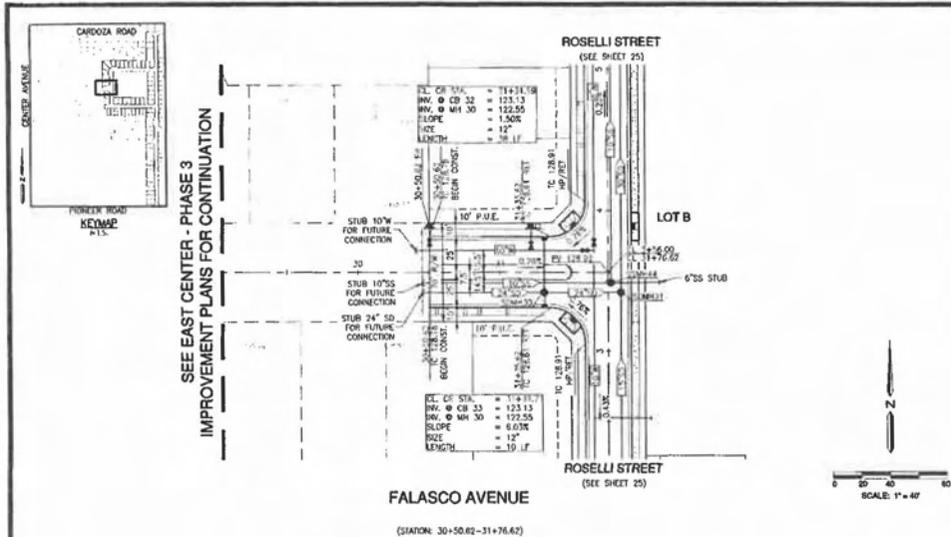
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 BY: [Signature]

SCALE:  
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 1" = 40' HORIZONTAL





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SCALE:  
 1" = 40' VERTICAL  
 1" = 40' HORIZONTAL

**RECORD DRAWING**  
 BY: [Signature] DATE: 05/22/2019



PLAN REVISIONS		
NO.	DATE	REVISION
1	5/6/18	PLAN REVISION
2	5/17/18	PLAN REVISION
3	7/2/18	PLAN REVISION
4	7/16/18	PLAN REVISION
5	8/24/18	PLAN REVISION
6	9/11/18	PLAN REVISION
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8	10/18/18	PLAN REVISION

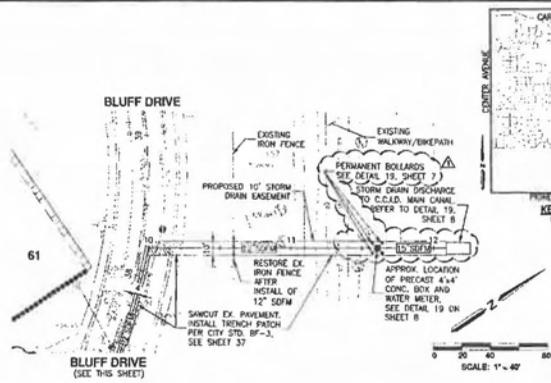
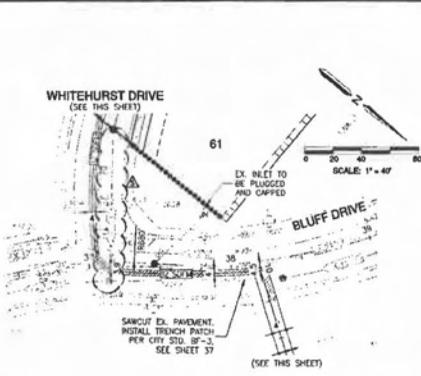
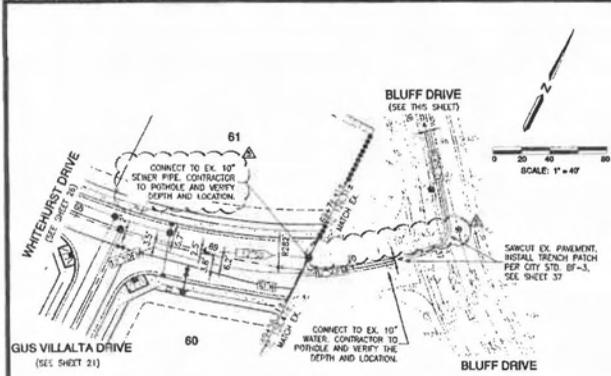
**O'DELL ENGINEERING**  
 1165 Scenario Drive, Suite A  
 Modesto, CA 95350  
 odellengineering.com

**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

PLAN & PROFILE -  
 FALASCO &  
 WHITEHURST



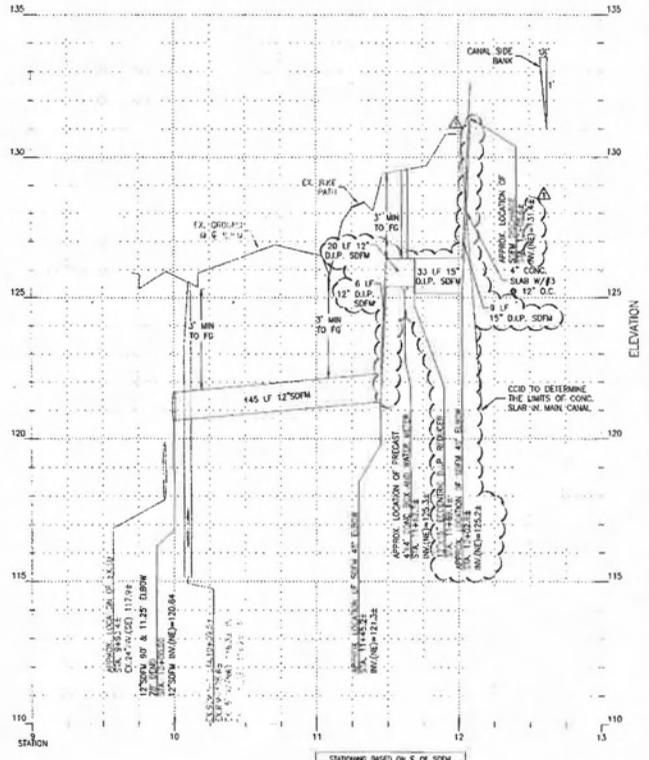
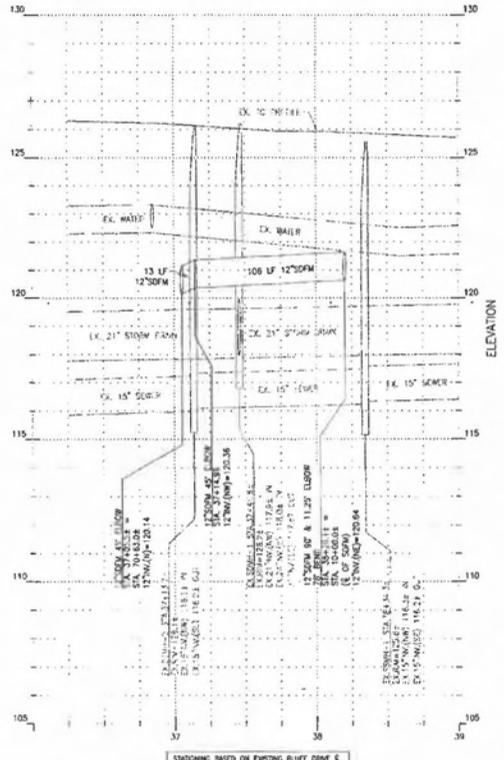
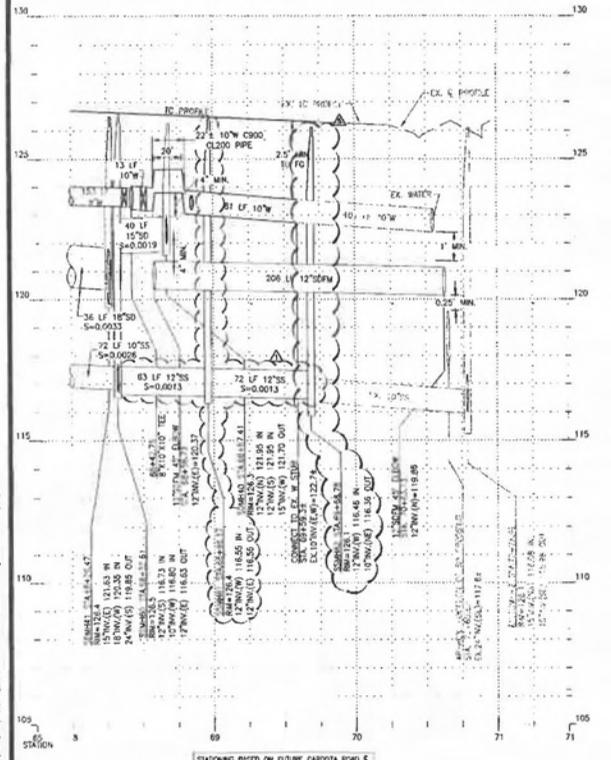
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 DATE: 6/6/2018  
 JOB NO.: 29043  
 FILE NO.: 29043-PLAN-PROFILE-1-200



PLAN REVISIONS		
NO.	DATE	REVISION
1	8/27/18	PLAN REVISION
2	8/27/18	PLAN REVISION
3	7/2/18	PLAN REVISION
4	7/2/18	PLAN REVISION
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8	6/24/18	PLAN REVISION
9	6/24/18	PLAN REVISION
10	6/24/18	PLAN REVISION

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**SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA**



**SHEET NOTES**

- ALL EXISTING UTILITIES WERE LOCATED FROM RECORD INFORMATION AND FIELD SURVEYING. ACTUAL LOCATIONS MAY VARY AND ADDITIONAL CROSSINGS MAY EXIST IN THE FIELD. IT IS IMPERATIVE THAT U.S.A. LOCATING SERVICES' LOGS AND MAPS EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION.
- THE CONTRACTOR SHALL USE EXTREME CAUTION WHEN EXPOSING EXISTING UTILITY CROSSINGS AND TRENCHES.
- ANY DAMAGE TO EXISTING UTILITIES WILL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

SCALE  
 1"=4' VERTICAL  
 1"=40' HORIZONTAL

**RECORD DRAWING**  
 BY: [Signature] DATE: 05/22/2018



APPROVED: \_\_\_\_\_  
 DESIGNED: YI  
 DRAWN: CM/PC/PH/VAH/SL/TH  
 CHECKED: YI  
 SCALE: AS SHOWN  
 DATE: 6/6/2018  
 JOB NO.: 29043  
 FILE NO.: 29043-PH-PRF-PROF-FORC-WALK

SHEET NO.  
**27**  
 OF  
**49**

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**LEGEND**

- LIMIT LINE, SIGNAGE, AND "STOP" LEGEND PER CITY OF LOS BANOS STANDARD DETAIL ST-15.
- + STREET SIGN PER CITY OF LOS BANOS STANDARD DETAIL ST-15 & ST-16.
- ⏏ ELECTROFLUOR PER CITY OF LOS BANOS STANDARD DETAIL SL-1, SL-2, & SL-4.
- EXISTING ELECTROFLUOR
- ⊗ ELECTROFLUOR PER SEPARATE LANDSCAPE ARCHITECTURE PLANS
- ⦿ FIRE HYDRANT & BLUE REFLECTIVE MARKER PER CITY OF LOS BANOS STANDARD DETAIL W-2.
- EXISTING FIRE HYDRANT

**SHEET NOTES:**

1. SIGNAGE AND STRIPING SHALL CONFORM TO THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AND THE FEDERAL HIGHWAY ADMINISTRATION "2014 TRAFFIC SIGN RETROREFLECTIVE SHEETING IDENTIFICATION GUIDE".



PLAN REVISIONS		
NO.	DATE	REVISION
1	8/2/18	PLAN REVISION
2	8/2/18	PLAN REVISION
3	7/27/18	PLAN REVISION
4	7/27/18	PLAN REVISION
5	7/16/18	PLAN REVISION
6	7/12/18	PLAN REVISION
7	7/12/18	PLAN REVISION
8	7/12/18	PLAN REVISION
9	7/12/18	PLAN REVISION



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**SUBDIVISION IMPROVEMENT PLANS  
EAST CENTER - PHASE 1  
LOS BANOS, CALIFORNIA**

STRIPING, SIGNAGE, &  
STREET LIGHTS (NORTH)

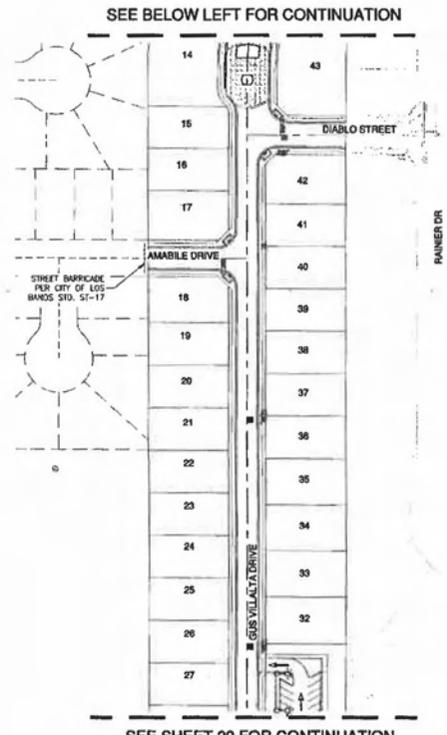


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JOB NO.: 29043  
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SHEET NO.  
**28**  
OF  
**49**

**RECORD DRAWING**  
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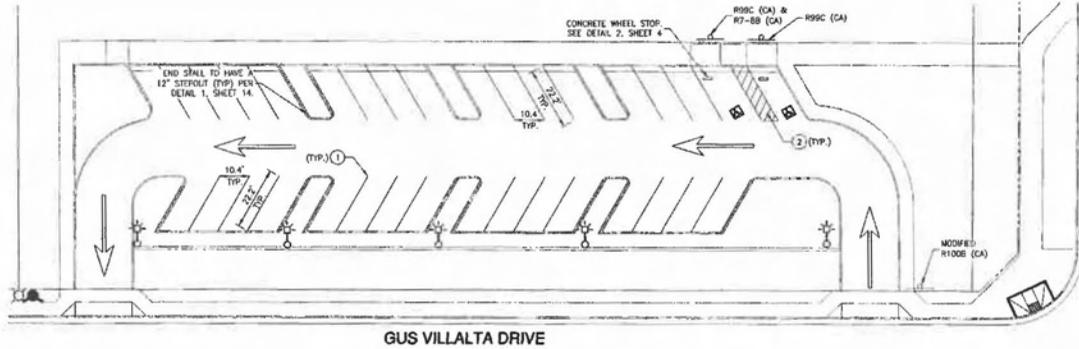
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**LEGEND**

- ① THERMOPLASTIC DASHED LAKE LINE PER CALTRANS PAVEMENT MARKER DETAIL 8
- ② THERMOPLASTIC NO PASSING DOUBLE STRIPE PER CALTRANS PAVEMENT MARKER DETAIL 22
- ③ RIGHT EDGE LINE PER CALTRANS PAVEMENT MARKER DETAIL 27B
- ④ THERMOPLASTIC CHANNELIZING LINE PER CALTRANS PAVEMENT MARKER DETAIL 3B
- ⑤ THERMOPLASTIC 4" WHITE LINE
- ⑥ 4" BLUE BORDER WITH 4" WHITE LINE DIAGONALS OFFSET 3" ON-CENTER WITH STRIPING PATTERN
- STOP LIMIT LINE, SIGNAGE, AND "STOP" LEGEND PER CITY OF LOS BANOS STANDARD DETAIL ST-15.
- STREET SIGN PER CITY OF LOS BANOS STANDARD DETAIL ST-15 & ST-16.
- ELECTROLUX PER CITY OF LOS BANOS STANDARD DETAIL SL-1, SL-2, SL-3, & SL-4.
- EXISTING ELECTROLUX
- ELECTROLUX PER SEPARATE LANDSCAPE SUBMITTAL.
- FIRE HYDRANT & BLUE REFLECTIVE MARKER PER CITY OF LOS BANOS STANDARD DETAIL W-2.
- TYPE I 10'-0" ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE II ARROW PER CALTRANS STANDARD PLAN A24A
- TYPE V ARROW PER CALTRANS STANDARD PLAN A24A
- R99C (CA) PARKING AND STANDING SIGN, PER 2014 CALIFORNIA MUTCD
- R7-BB (CA) PARKING AND STANDING SIGN, PER 2014 CALIFORNIA MUTCD



MODIFIED R100B (CA) PARKING AND STANDING SIGN, PER 2014 CALIFORNIA MUTCD



PLAN REVISIONS		
NO.	DATE	REVISION
1	2/27/18	PLAN REVISION
2	2/27/18	PLAN REVISION
3	3/2/18	PLAN REVISION
4	7/16/18	PLAN REVISION
5	8/24/18	PLAN REVISION
6	8/21/18	PLAN REVISION
7	11/27/18	PLAN REVISION
8	12/18/18	PLAN REVISION



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**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

STRIPING, SIGNAGE, & STREET LIGHTS (SOUTH)

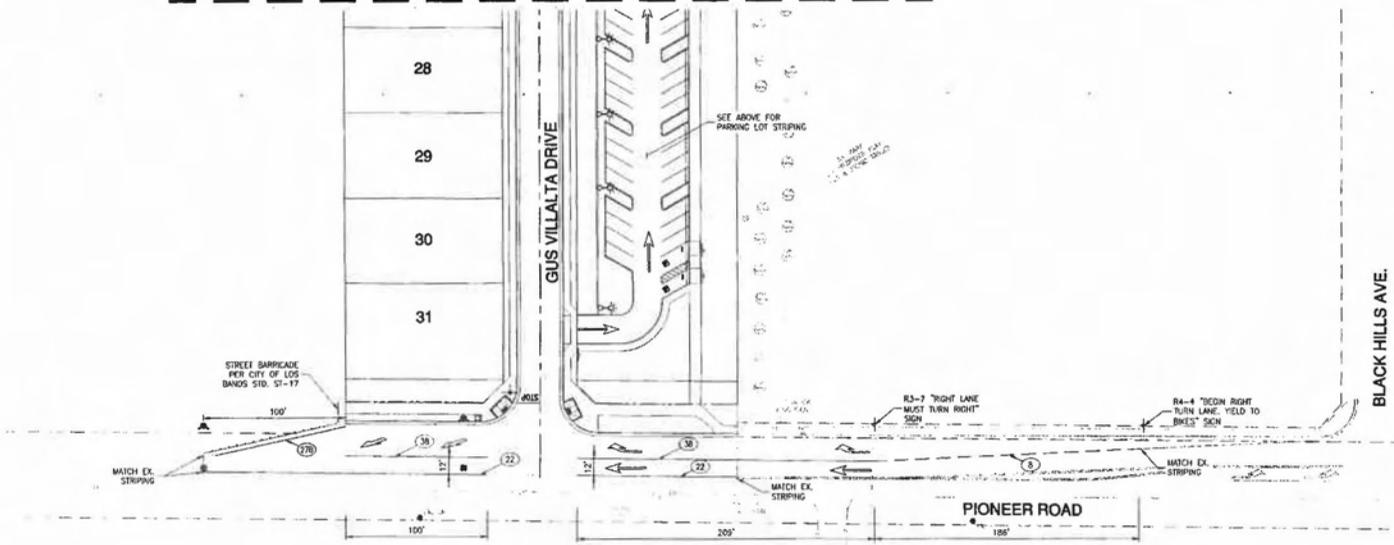


APPROVED: \_\_\_\_\_

DESIGNED: YI  
 DRAWN: CW/SC/BH/AH/SL/CH  
 CHECKED: YI  
 SCALE: AS SHOWN  
 DATE: 8/8/2018  
 JOB NO.: 29043  
 FILE NO.: 29043-SSDWG

SHEET NO.  
**29**  
 OF  
**49**

SEE SHEET 28 FOR CONTINUATION



**RECORD DRAWING**  
 BY: \_\_\_\_\_ DATE: 05/22/2019

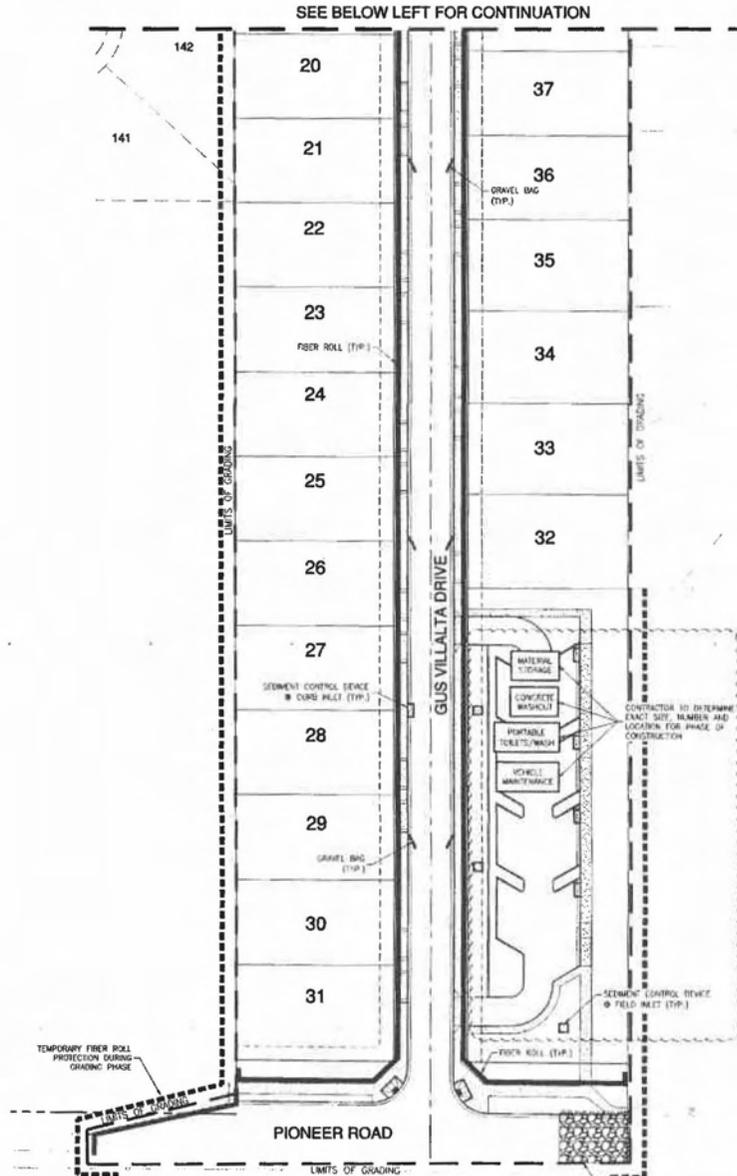
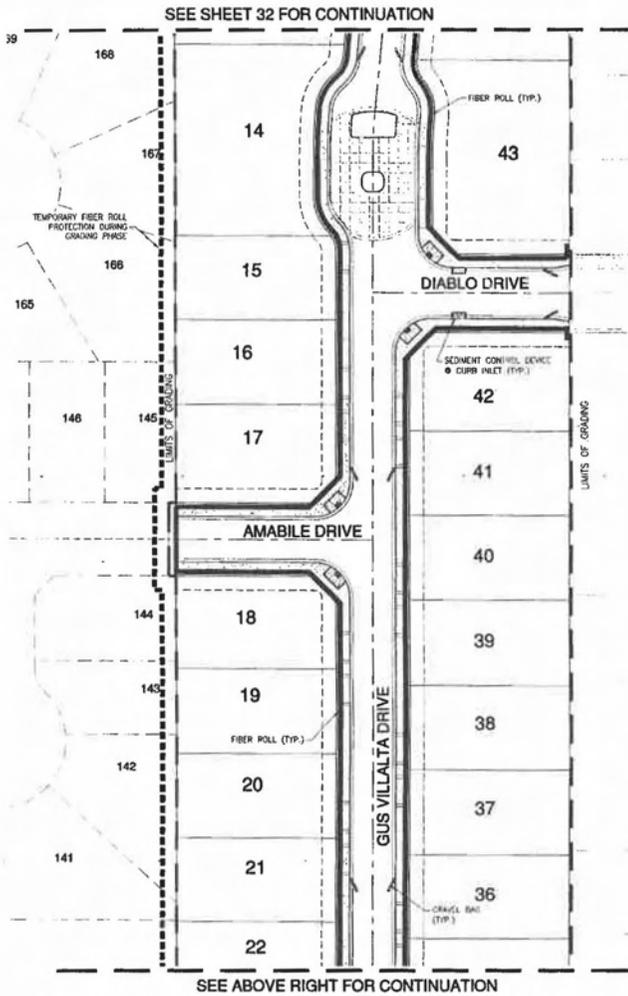


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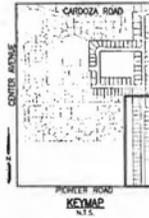
**EROSION CONTROL LEGEND**

- PROJECT BOUNDARY
- - - FIBER ROLL
- - - - - TEMPORARY FIBER ROLL (GRADING PHASE)
- / - GRAVEL BAGS
- SEDIMENT CONTROL DEVICE AT CURB INLET
- SEDIMENT CONTROL DEVICE AT FIELD INLET



PLAN REVISIONS

NO.	DATE	REVISION
1	6/6/18	PLAN REVISION
2	6/27/18	PLAN REVISION
3	7/2/18	PLAN REVISION
4	7/26/18	PLAN REVISION
5	8/24/18	PLAN REVISION
6	8/31/18	PLAN REVISION
7	11/22/18	PLAN REVISION
8	12/14/18	PLAN REVISION



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**SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA**

EROSION CONTROL PLAN (SOUTH)



APPROVED:

DESIGNED BY: YI  
 DRAWN BY: CW/SE/JAH/S/EM  
 CHECKED BY: YI  
 SCALE: AS SHOWN  
 DATE: 6/6/2018  
 JOB NO.: 25043  
 FILE NO.: 20043-02.00

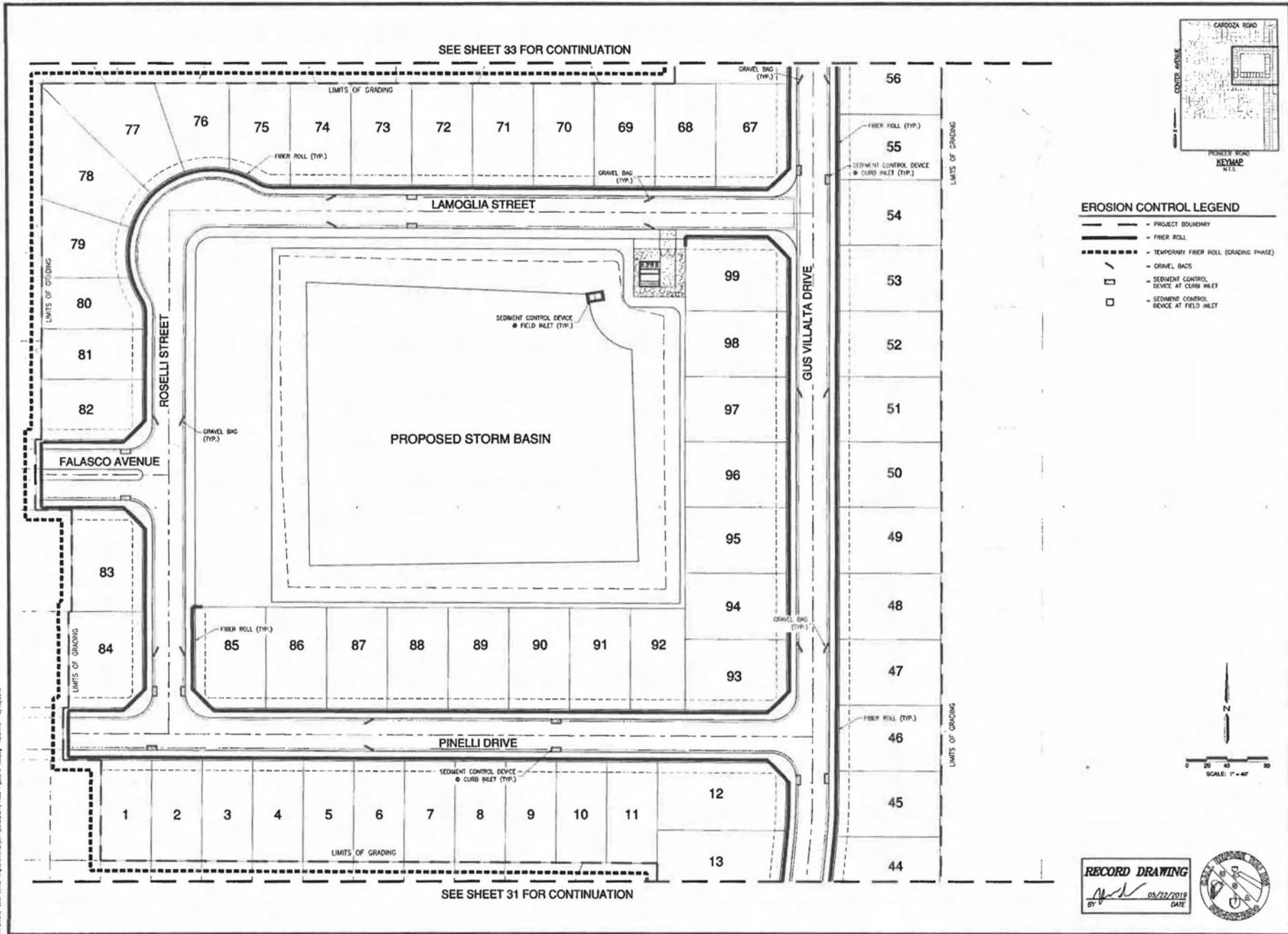
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SHEET NO.  
**31**  
 OF  
**49**

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PLAN REVISIONS

NO.	DATE	REVISION
1	6/2/14	PLAN REVISION
2	8/22/14	PLAN REVISION
3	7/1/14	PLAN REVISION
4	7/18/14	PLAN REVISION
5	8/7/14	PLAN REVISION
6	8/7/14	PLAN REVISION
7	8/7/14	PLAN REVISION
8	12/18/18	PLAN REVISION



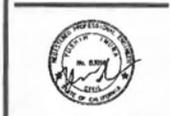
**EROSION CONTROL LEGEND**

- = PROJECT BOUNDARY
- = FIBER ROLL
- = TEMPORARY FIBER ROLL (GRADING PHASE)
- = GRAVEL BAGS
- /  = SEDIMENT CONTROL DEVICE AT CURB INLET
- = SEDIMENT CONTROL DEVICE AT FIELD INLET



**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

EROSION CONTROL PLAN (MIDDLE)



APPROVED: \_\_\_\_\_

DESIGNED: YI  
 DRAWN: DK/SC/AN/LH/SL/EL  
 CHECKED: YI  
 SCALE: AS SHOWN  
 DATE: 6/6/2018  
 JOB NO.: 29243  
 FILE NO.: 2013-02-049

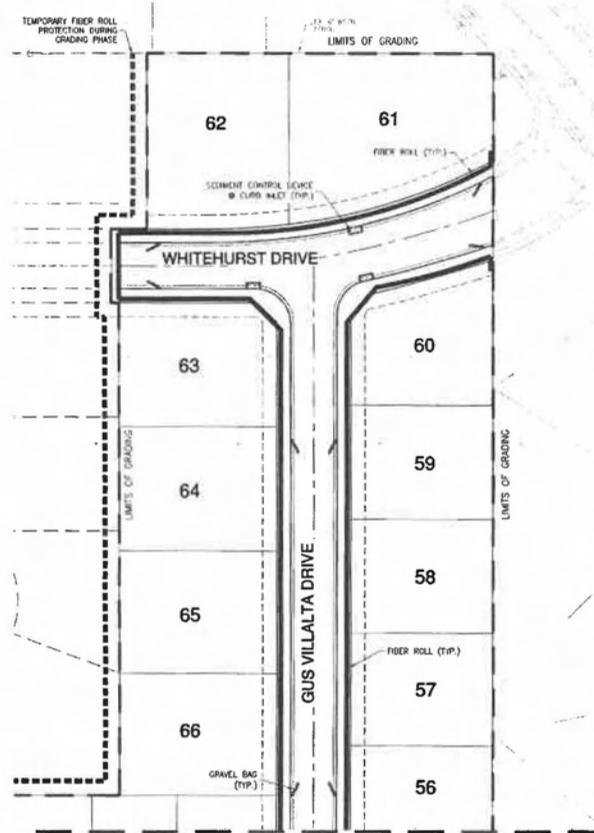
**RECORD DRAWING**  
 05/22/2019 DATE



SHEET NO.  
**32**  
 OF  
**49**

**EROSION CONTROL LEGEND**

- PROJECT BOUNDARY
- FIBER ROLL
- TEMPORARY FIBER ROLL (GRADING PHASE)
- GRAVEL BAGS
- ▣ SEDIMENT CONTROL DEVICE AT CURB INLET
- SEDIMENT CONTROL DEVICE AT FIELD INLET



SEE SHEET 32 FOR CONTINUATION



PLAN REVISIONS		
NO.	DATE	REVISION
1	6/8/18	PLAN REVISION
2	6/27/18	PLAN REVISION
3	7/17/18	PLAN REVISION
4	7/18/18	PLAN REVISION
5	8/24/18	PLAN REVISION
6	9/7/18	PLAN REVISION
7	9/21/18	PLAN REVISION
8	12/18/18	PLAN REVISION

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1165 Scenic Drive, Suite A  
Modesto, CA 95350  
odellengineering.com

**SUBDIVISION IMPROVEMENT PLANS  
EAST CENTER - PHASE 1  
LOS BANOS, CALIFORNIA**

EROSION CONTROL PLAN (NORTH)



APPROVED:

DESIGNED: YI  
DRAWN: CW/SC/AVL/H/SL/EH  
CHECKED: YI  
SCALE: AS SHOWN  
DATE: 6/8/2018  
JOB NO.: 29043  
FILE NO.: 29043-02-00



**RECORD DRAWING**  
BY: [Signature] DATE: 03/22/2019



SHEET NO.  
**33**  
OF  
**49**

N:\31943-02\erodiv\improvements\subdiv\erodiv\Phase 1\29043-02.dwg 14.08.18 12/16/2018

NO.	DATE	REVISION
1	6/27/18	PLAN REVISION
2	7/17/18	PLAN REVISION
3	7/17/18	PLAN REVISION
4	7/17/18	PLAN REVISION
5	7/17/18	PLAN REVISION
6	7/17/18	PLAN REVISION
7	7/17/18	PLAN REVISION
8	7/17/18	PLAN REVISION
9	7/17/18	PLAN REVISION
10	7/17/18	PLAN REVISION

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 Modesto, CA 95350  
 odellengineering.com

**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

CITY STANDARD DETAILS



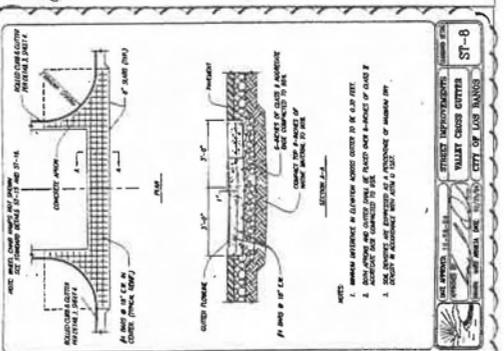
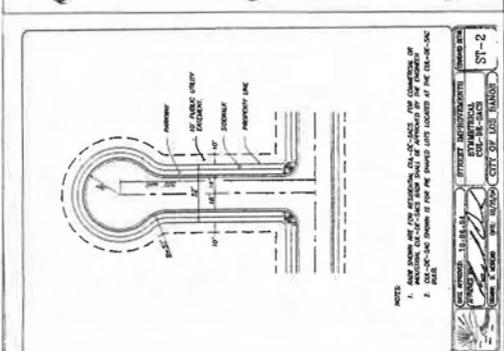
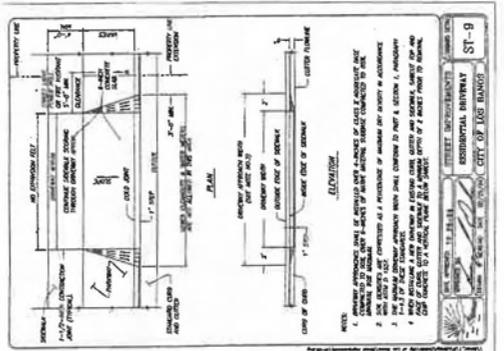
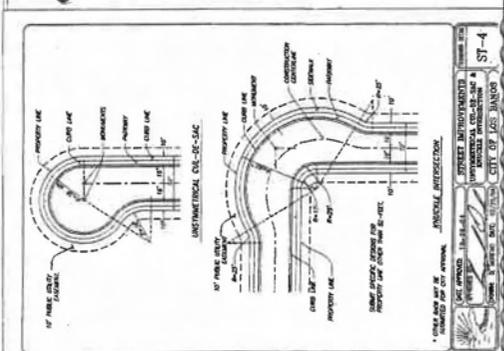
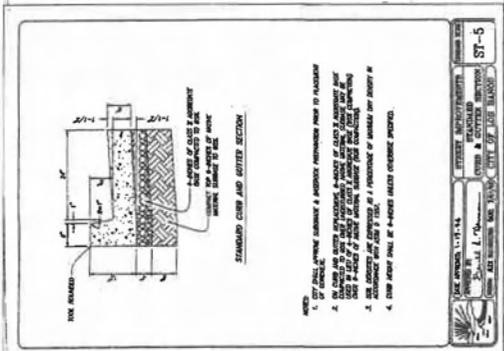
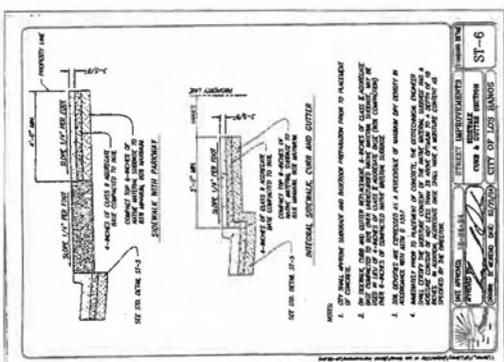
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DESIGNED BY: CWS/AV/VSU/DP  
 DRAWN BY: CWS/AV/VSU/DP  
 CHECKED BY: N/A  
 DATE: 6/27/2018  
 JOB NO.: 20043  
 FILE NO.: 20043-20-100-000

SHEET NO. **34** OF **49**



**RECORD DRAWING**  
 DATE: 06/27/2018



MODIFIED

NO.	DATE	REVISION
1	8/21/18	PLAN REVISION
2	8/27/18	PLAN REVISION
3	9/11/18	PLAN REVISION
4	9/17/18	PLAN REVISION
5	9/17/18	PLAN REVISION
6	9/17/18	PLAN REVISION
7	12/13/18	PLAN REVISION

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 Modesto, CA 95950  
 ocellengineering.com

**SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA**

CITY STANDARD DETAILS

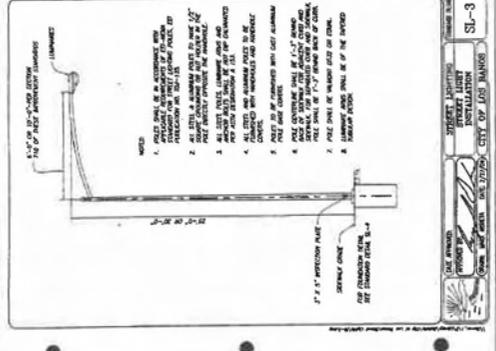
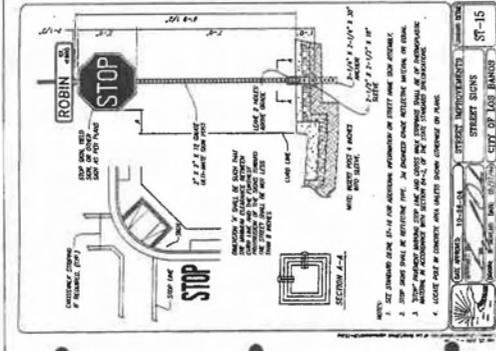
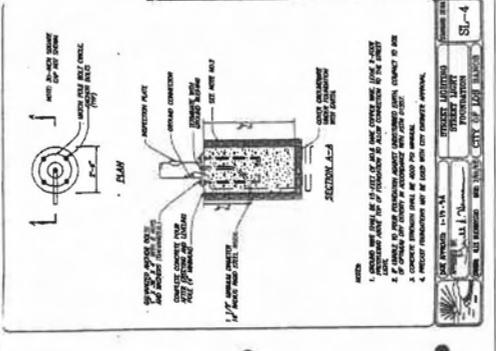
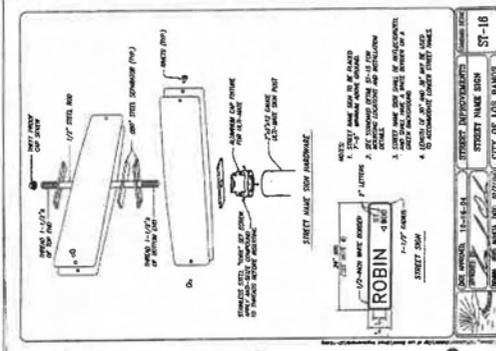
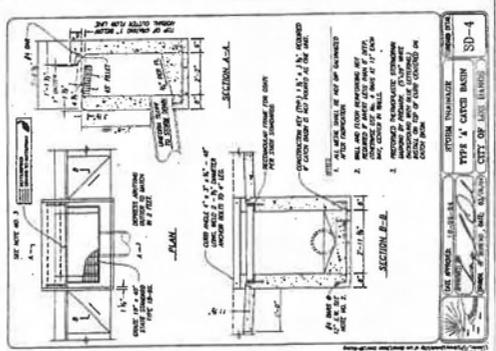
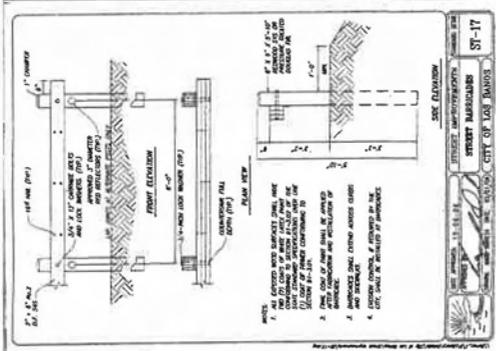
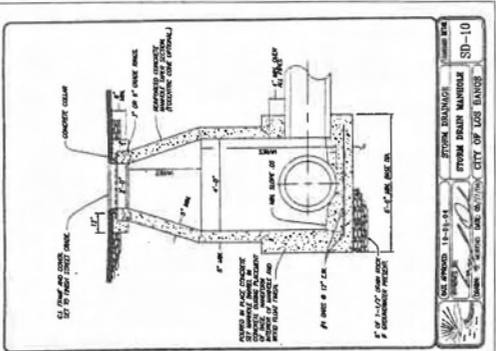
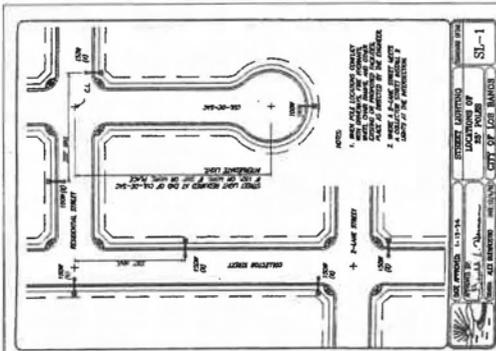


APPROVED: \_\_\_\_\_  
 DESIGNED BY: 08/22/JANUS/2018  
 DRAWN BY: N/A  
 SCALE: N/A  
 DATE: 6/6/2018  
 JOB NO.: 20043  
 FILE NO.: 20043-01-01-DWG

SHEET NO. **35**  
 OF **49**



**RECORD DRAWING**  
 DATE: 05/22/2019



NO.	DATE	REVISION
1	5/21/18	PLAN REVISION
2	5/21/18	PLAN REVISION
3	5/21/18	PLAN REVISION
4	5/21/18	PLAN REVISION
5	5/21/18	PLAN REVISION
6	5/21/18	PLAN REVISION
7	5/21/18	PLAN REVISION
8	5/21/18	PLAN REVISION
9	5/21/18	PLAN REVISION
10	5/21/18	PLAN REVISION

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 odellingengineering.com

**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

CITY STANDARD DETAILS



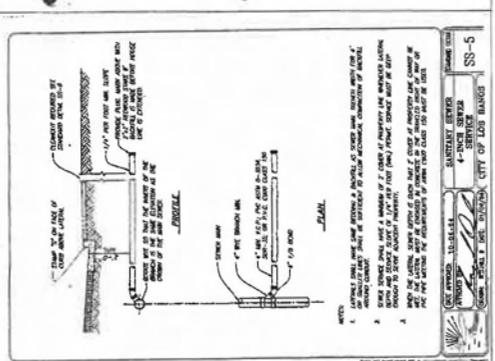
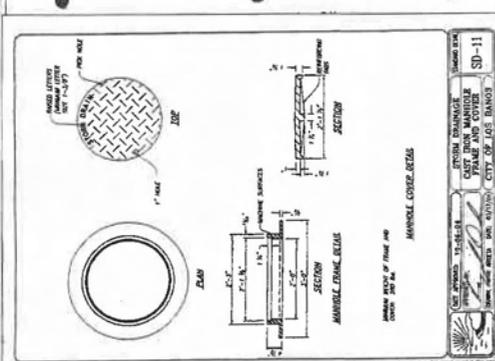
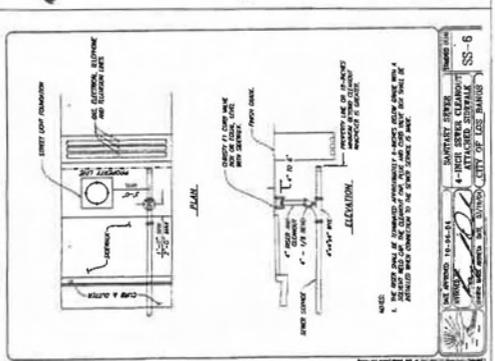
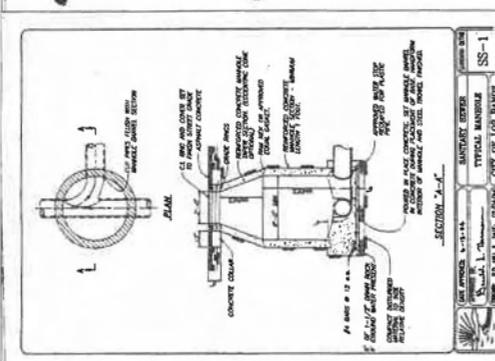
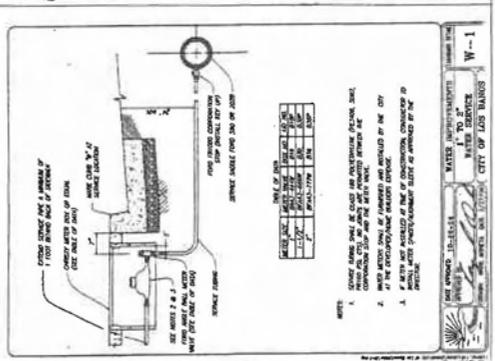
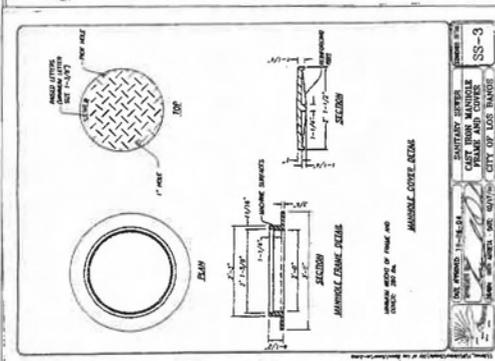
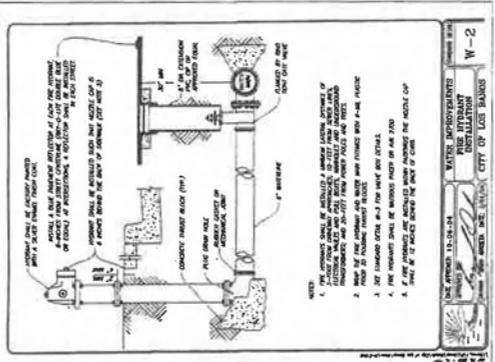
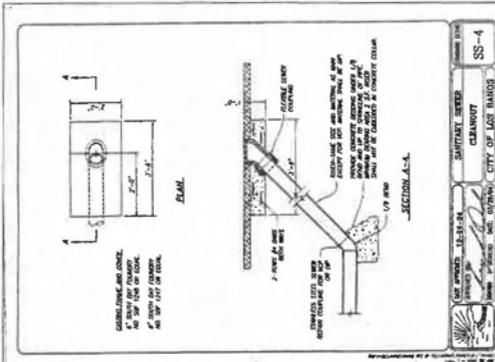
APPROVED:

DESIGNED BY	CS/SC/AN/RS/DH
DRAWN BY	CS/SC/AN/RS/DH
SCALE	N/A
DATE	5/6/2018
JOB NO.	20043
FILE NO.	20043-01-DWG

SHEET NO. **36**  
 OF **49**



**RECORD DRAWING**  
 DATE: 05/27/2019



PLAN REVISIONS		
NO.	DATE	REVISION
1	04/17/18	PLAN REVISION
2	07/10/18	PLAN REVISION
3	07/10/18	PLAN REVISION
4	07/10/18	PLAN REVISION
5	07/10/18	PLAN REVISION
6	07/10/18	PLAN REVISION
7	07/10/18	PLAN REVISION
8	07/10/18	PLAN REVISION
9	07/10/18	PLAN REVISION
10	07/10/18	PLAN REVISION

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 1185 Somatic Drive, Suite A  
 Belmont, CA 94620  
 odellingengineering.com

**SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA**

CITY STANDARD DETAILS



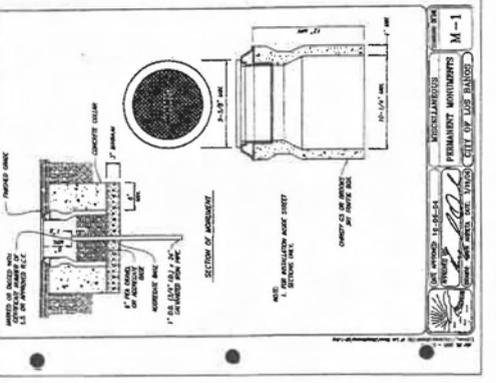
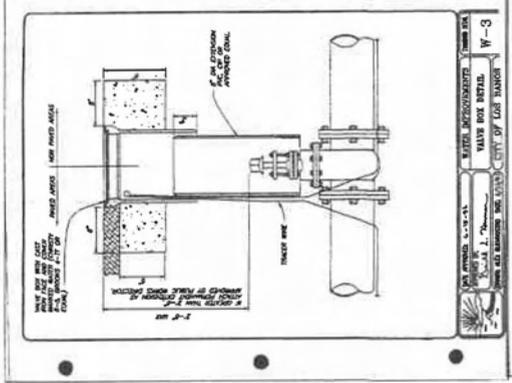
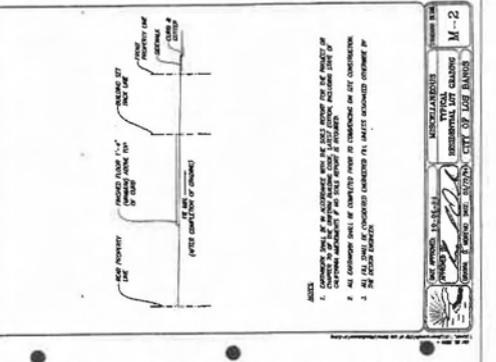
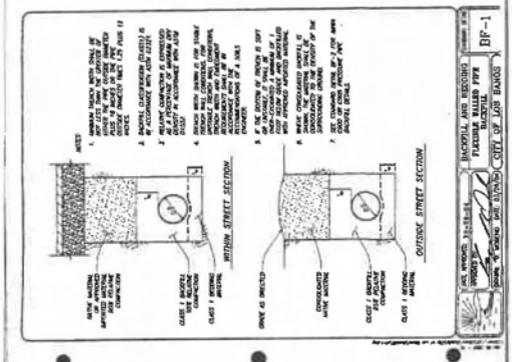
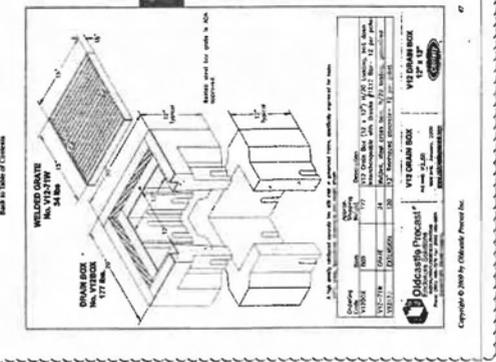
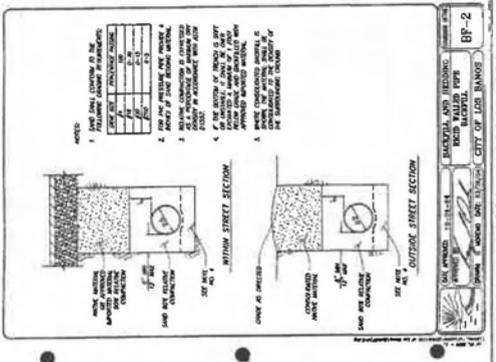
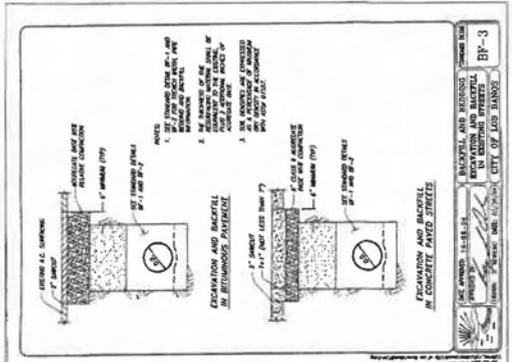
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DESIGNED BY	04/20/2019/PL/EL
DRAWN BY	04/20/2019/PL/EL
CHECKED BY	
SCALE	N/A
DATE	6/6/2018
JOB NO.	29043
FILE NO.	19043-01-00100

SHEET NO. **37**  
 OF **49**



**RECORD DRAWING**  
 05/22/2019  
 DATE



NO.	DATE	REVISION
1	6/27/18	PLAN REVISION
2	7/16/18	PLAN REVISION
3	7/24/18	PLAN REVISION
4	8/1/18	PLAN REVISION
5	8/1/18	PLAN REVISION
6	8/1/18	PLAN REVISION
7	8/1/18	PLAN REVISION
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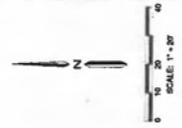
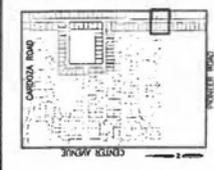
**ODELL ENGINEERING**  
 1168 Shoreline Drive, Suite A  
 Modesto, CA 95350  
 ocellengineering.com

**SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA**



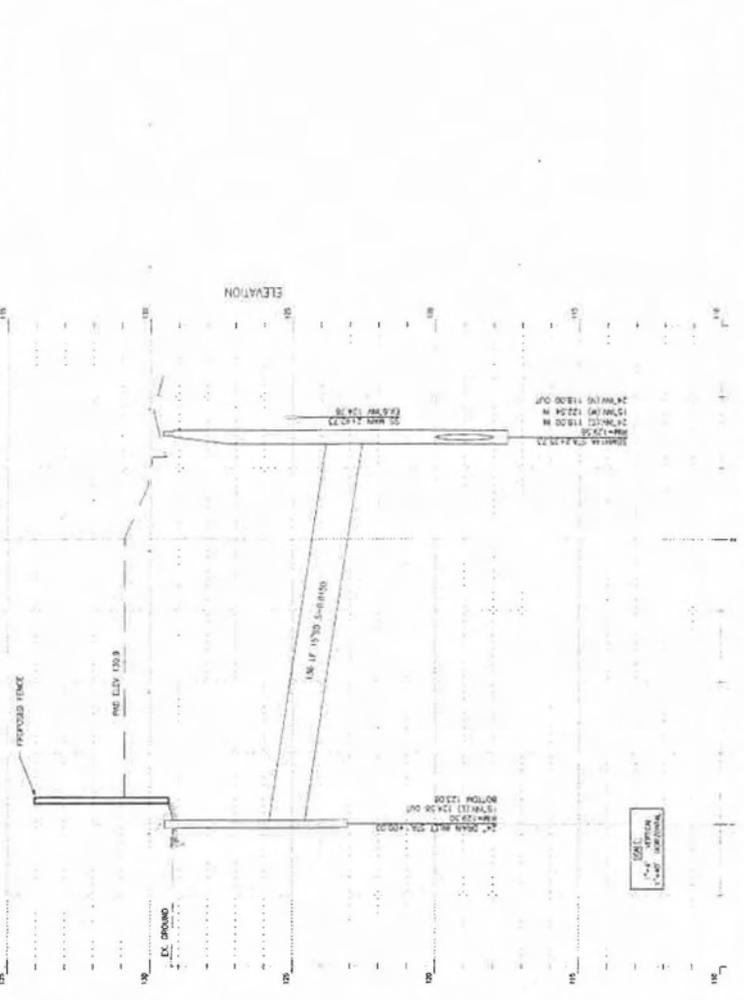
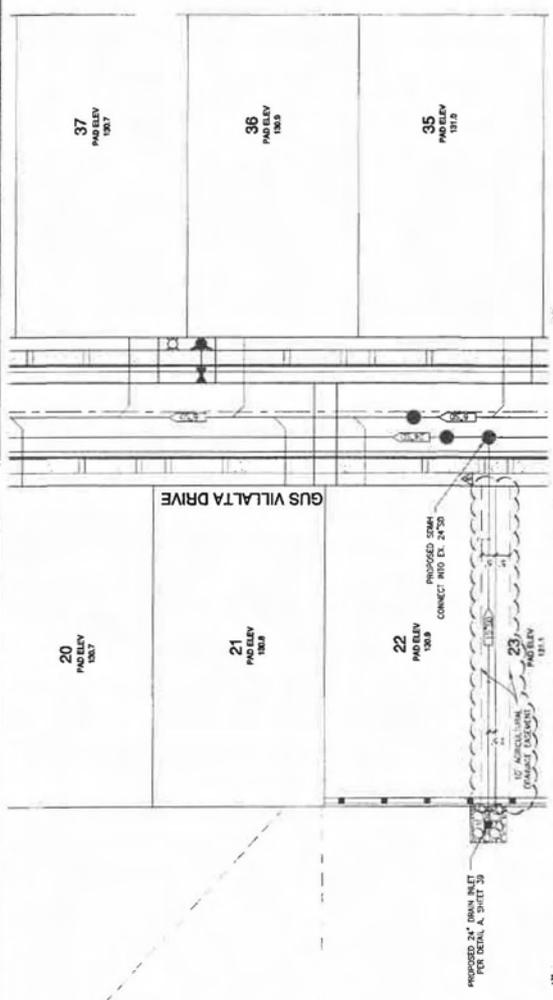
APPROVED: \_\_\_\_\_  
 DESIGNED: TT  
 DRAWN: CWP/AN/UN/PL/CH  
 CHECKED: TT  
 SCALE: AS SHOWN  
 DATE: 5/22/2018  
 SHEET NO.: 38  
 FILE NO.: 2018-00000000-0000

SHEET NO. 38 OF 49



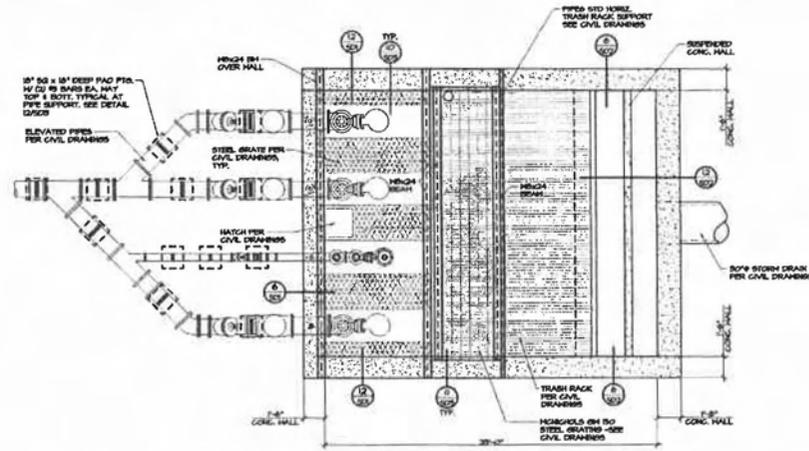
**811**  
 Know what's below.  
 Call before you dig.

**RECORD DRAWING**  
 05/22/2018  
 DATE

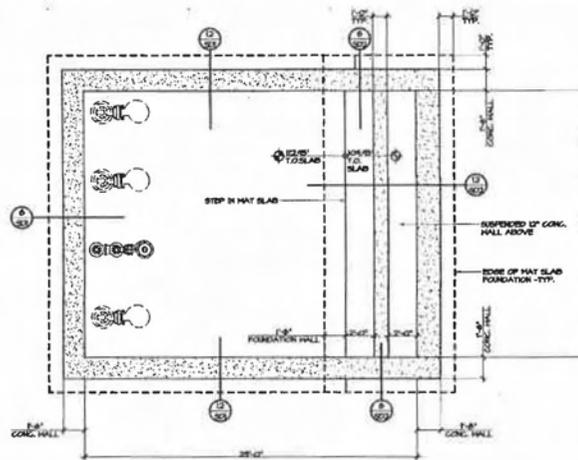


DATE: 5/22/2018  
 TIME: 11:58 AM  
 USER: TT





**STORM DRAIN LIFT STATION PLAN VIEW AT 128.2' ELEVATION**  
SCALE: 1/4"=1'-0"



**STORM DRAIN LIFT STATION FOUNDATION PLAN AT 112.95' ELEVATION**  
SCALE: 1/4"=1'-0"

**FOUNDATION NOTES**

1. VERIFY ALL DIMENSIONS WITH CIVIL DRAWINGS.
2. VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES.
3. SEE SHEET 08 FOR STANDARD STRUCTURAL NOTES.

REVISIONS		
NO.	DATE	REVISIONS

**O'DELL**  
ENGINEERING  
Modesto Palo Alto Pleasanton  
1185 Scenic Drive, Suite B  
Modesto, CA 95350  
Ph: 209.571.1765 odellengineering.com

**RECORD DRAWING**  
BY: *[Signature]* DATE: 05/22/2019

SUBDIVISION IMPROVEMENT PLANS  
EAST CENTER - PHASE 1  
LOS BANOS, CALIFORNIA

**MZAFFARI**  
ENGINEERING  
1500 7th STREET  
MODesto, CA 95354  
TEL: (209) 571-1765  
FAX: (209) 571-1766  
WWW.MZAFFARI.NET



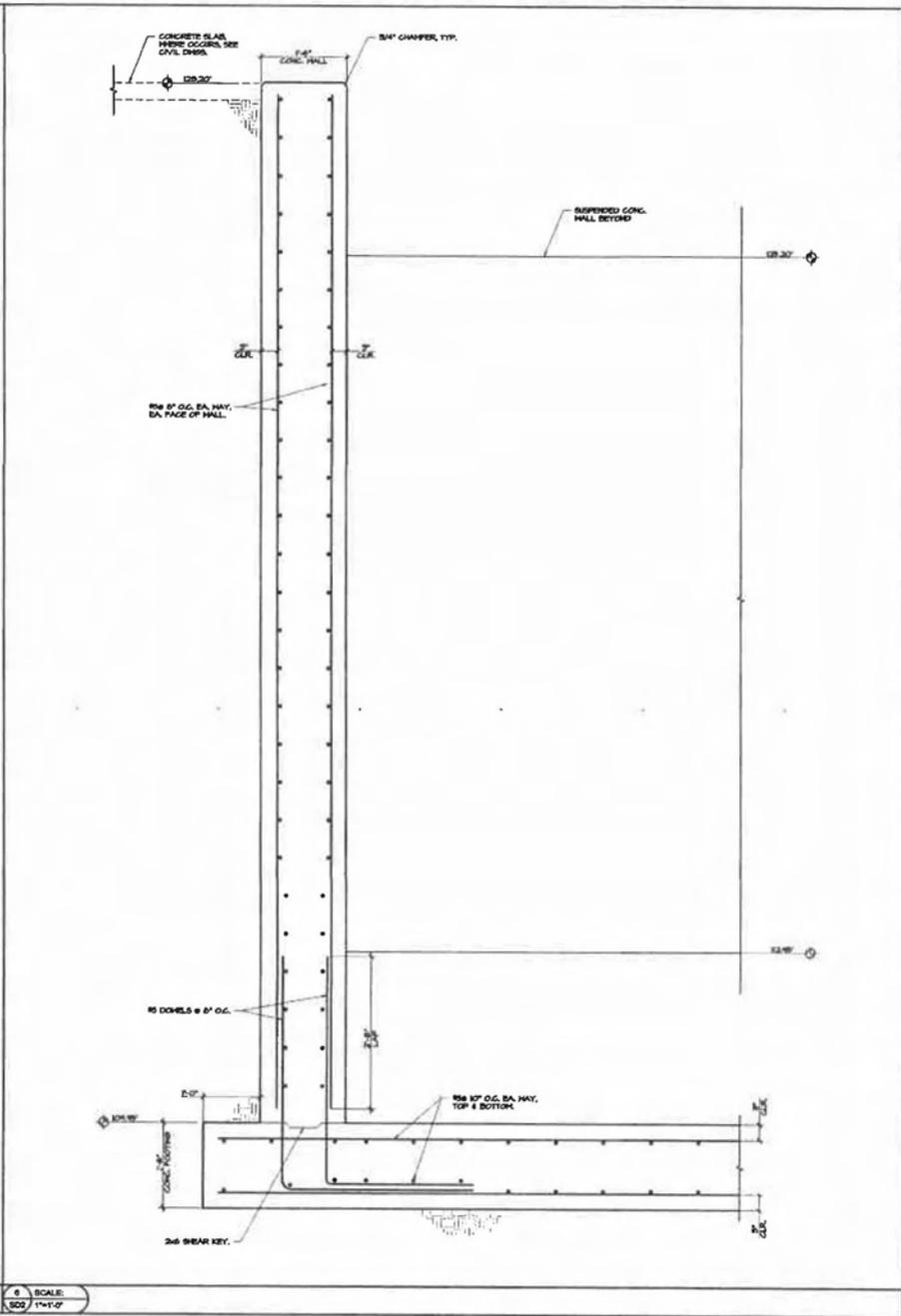
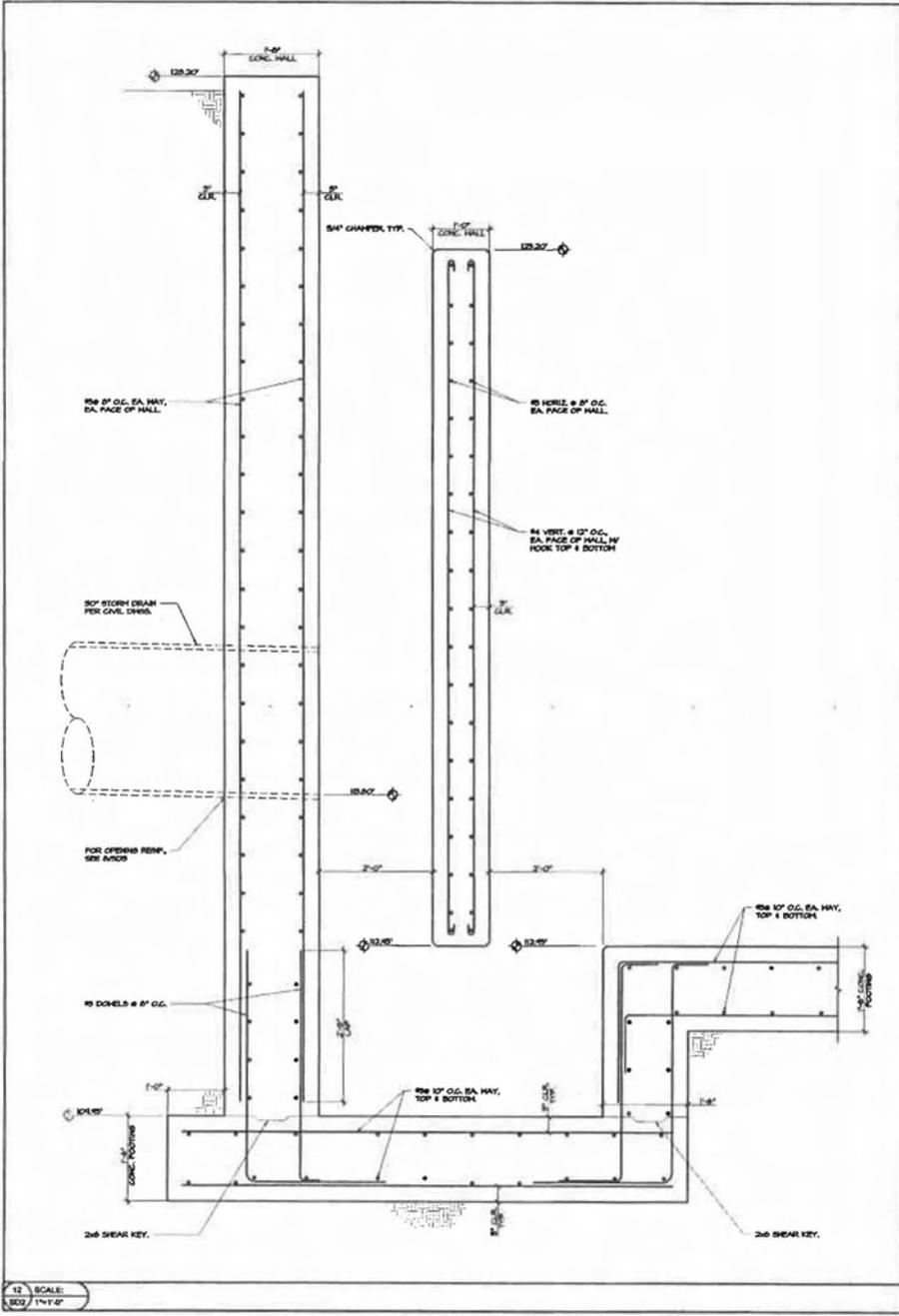
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DATE: 06/01/17  
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ENGINEERED BY: MF  
DRAWN: AD  
JOB NO.: 104-17  
DRAWING TITLE:  
**STRUCTURAL DRAWINGS**

SHEET NO.

**S1**

PRINTED: 09/12/2017





REVISIONS

NO.	DATE	REVISIONS

**O'DELL**  
**ENGINEERING**  
 Modesto Palo Alto Pleasanton  
 1165 Scenic Drive, Suite B  
 Modesto, CA 95350  
 Ph: 209.371.1765 odelengineering.com

**RECORD DRAWING**  
 BY: *[Signature]* DATE: 05/22/2019

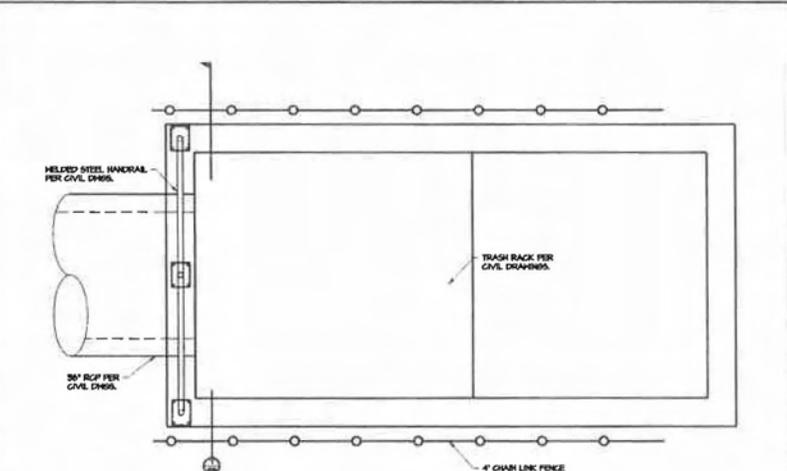
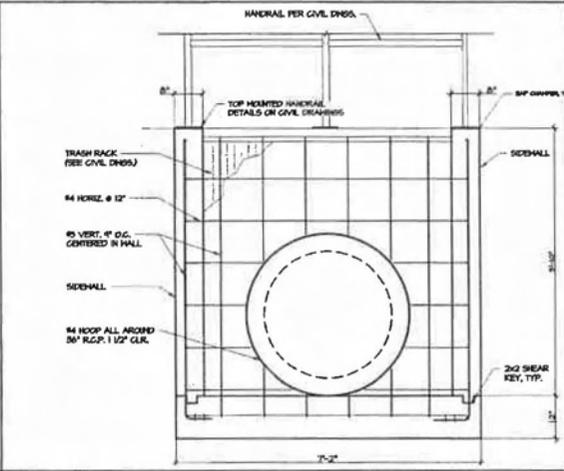
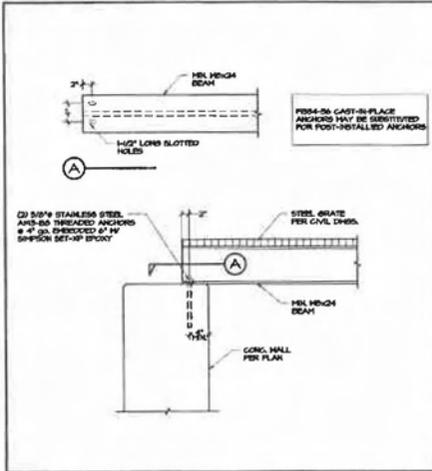
SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA



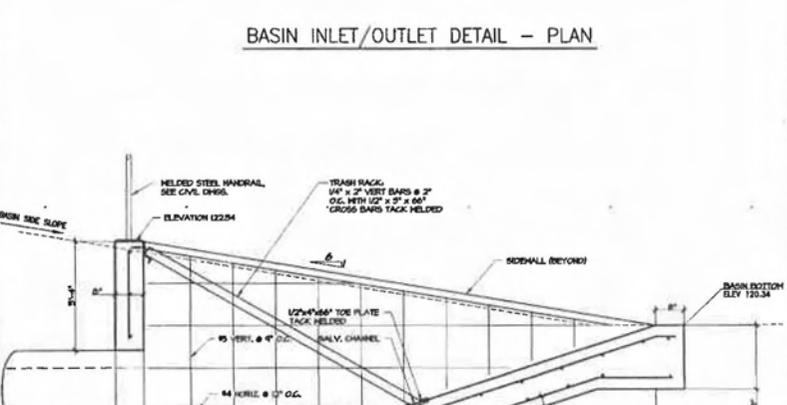
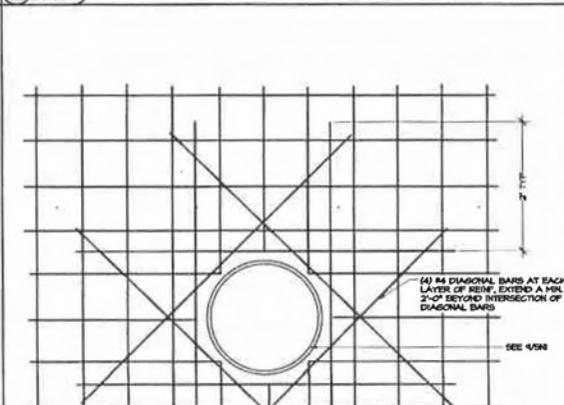
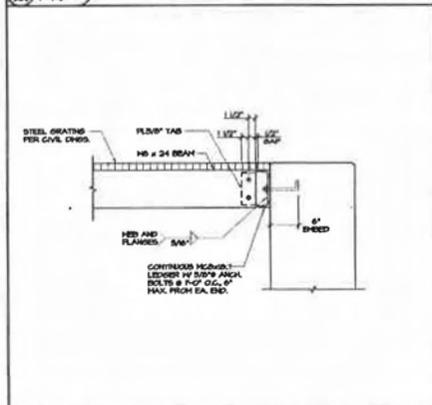
APPROVED:

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ENDORSED BY:	
DRAWN:	
JOB NO.:	1704-17
DRAWING TITLE:	STRUCTURAL DETAILS
SHEET NO.:	

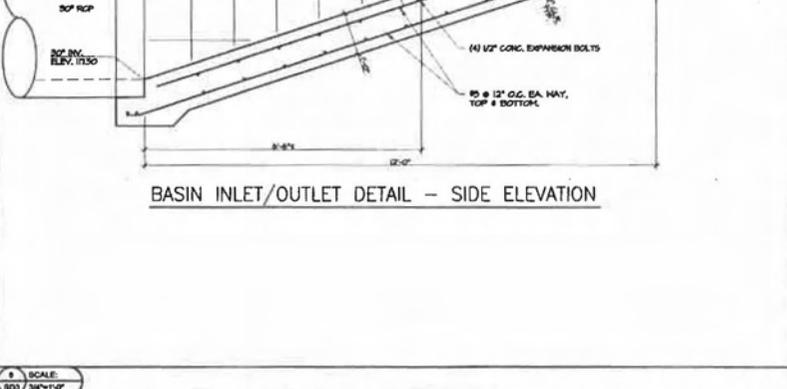
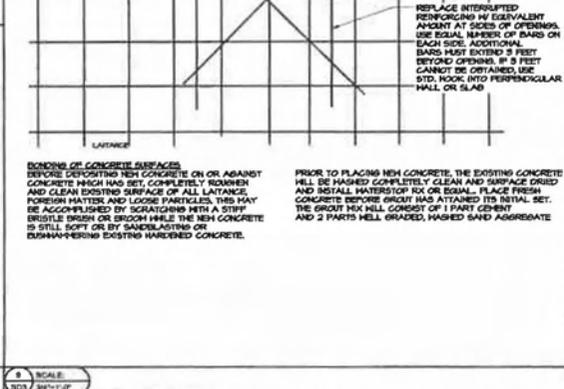
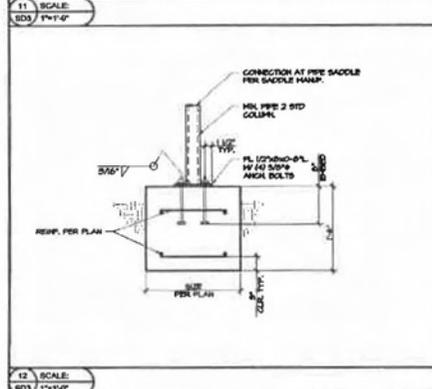
**SD2**  
 PRINTED: 10/12/2017



BASIN INLET/OUTLET DETAIL - PLAN



BASIN INLET/OUTLET DETAIL - SIDE ELEVATION



REVISIONS		
NO.	DATE	REVISIONS

**O'DELL**  
**ENGINEERING**  
 Modesto Palo Alto Pleasanton  
 1165 Soenic Drive, Suite B  
 Modesto, CA 95350  
 Ph. 209.271.1785 odellengr.com

**RECORD DRAWING**  
 05/22/2019  
 DATE

SUBDIVISION IMPROVEMENT PLANS  
 EAST CENTER - PHASE 1  
 LOS BANOS, CALIFORNIA

**M**  
 MOZAFFARI  
 1414 N. 2ND ST. #100  
 MODesto, CA 95354  
 TEL: (209) 271-1785  
 FAX: (209) 271-1785  
 WWW.MOZAFFARI.COM



APPROVED: \_\_\_\_\_  
 DATE: 05/03/17  
 SCALE: AS SHOWN  
 ENGINEERED BY: MF  
 DRAWN: AD  
 JOB NO.: 796-17  
 DRAWING TITLE:  
 STRUCTURAL  
 DETAILS

SHEET NO.

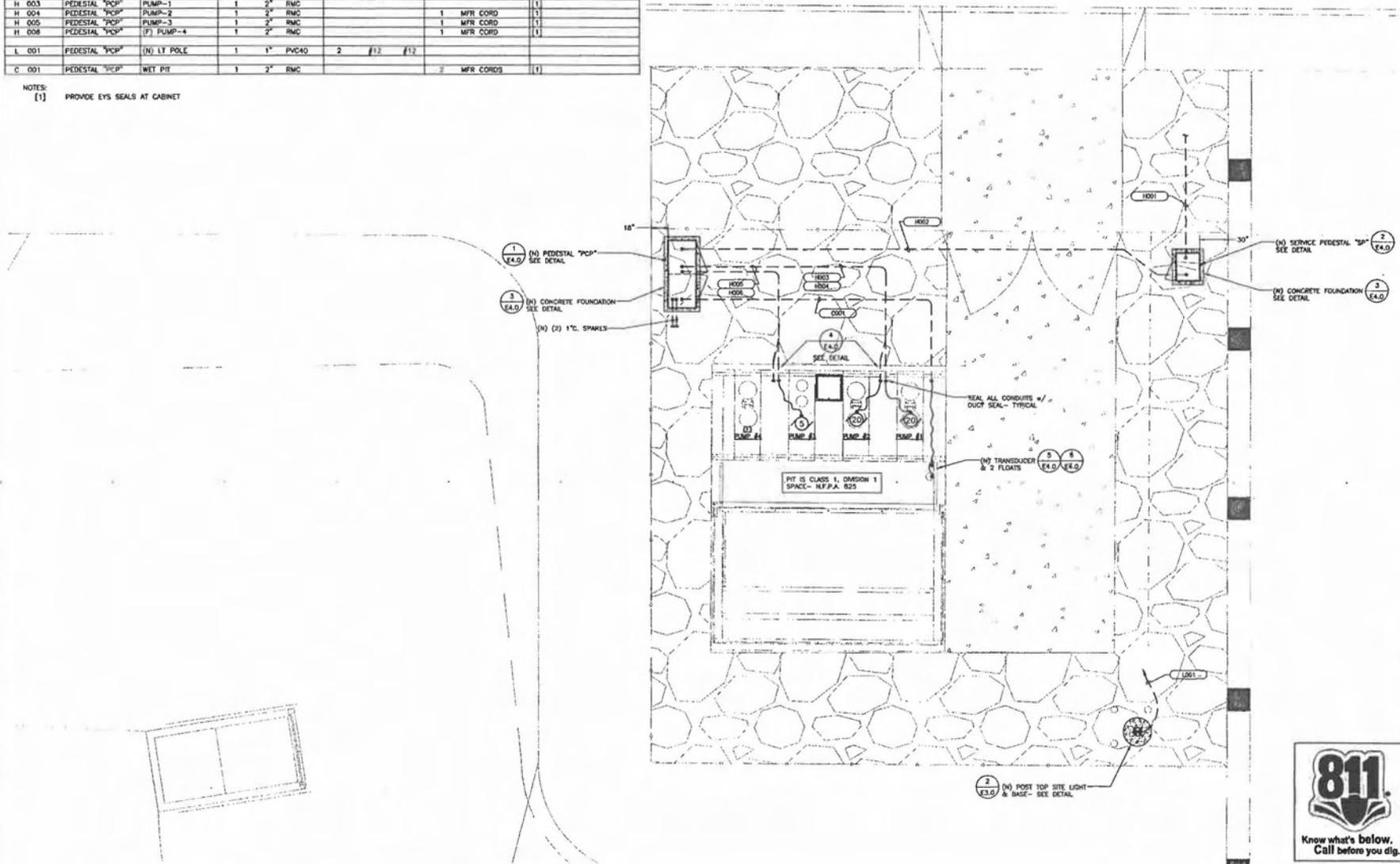
**SD3**





CONDUIT & CABLE SCHEDULE											
CONDUIT ID#	FROM	TO	CONDUIT QTY	SIZE	TYPE	CONDUCTOR QTY	SIZE	GRD	CABLE QTY	TYPE	NOTES
H 001	PG&E XFMR	PEDESTAL "SP"	1	3"	PVC 40				1	PULL ROPE	PER PG&E GREENBOOK
H 002	PEDESTAL "SP"	PEDESTAL "PCP"	1	3"	PVC 40	3	#12	#8			
H 003	PEDESTAL "PCP"	PUMP-1	1	2"	RMC						(1)
H 004	PEDESTAL "PCP"	PUMP-2	1	2"	RMC				1	MFR CORD	(1)
H 005	PEDESTAL "PCP"	PUMP-3	1	2"	RMC				1	MFR CORD	(1)
H 006	PEDESTAL "PCP"	PUMP-4	1	2"	RMC				1	MFR CORD	(1)
L 001	PEDESTAL "PCP"	(N) LT POLE	1	1"	PVC40	2	#12	#12			
C 001	PEDESTAL "PCP"	WET PIT	1	2"	RMC				2	MFR CORDS	(1)

NOTES:  
 (1) PROVIDE EYS SEALS AT CABINET



1 ELECTRICAL PLOT PLAN - PUMP STATION  
 SCALE: 1/4"=1'-0"

PLAN REVISIONS		
NO.	DATE	REVISION

**O'DELL**  
 ENGINEERING  
 Modesto Palo Alto Pleasanton  
 1166 Soanick Drive, Suite B  
 Modesto, CA 95350  
 Ph: 209.571.1765 odelengineering.com

**NOT FOR CONSTRUCTION**  
**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA



**RECORD DRAWING**  
 BY: [Signature] DATE: 05/22/2019

APPROVED:  
 DESIGNED: KLP  
 DRAWN: CAL  
 CHECKED: KLP  
 SCALE: AS SHOWN  
 DATE: 10/16/2017  
 JOB NO.: 20043  
 FILE NO.: 881.001 SITE/881.001



**MILLER PEZZONI & ASSOCIATES, INC.**  
 CONSULTING ELECTRICAL ENGINEERS  
 200 FOLSOM ST., 1ST FLOOR  
 SAN FRANCISCO, CA 94102  
 PH: 415.435.8888  
 MILLER PEZZONI & ASSOC., INC. © Copyright 2017

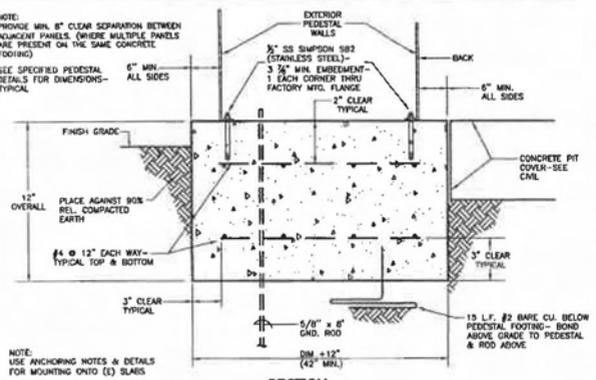


SHEET NO.

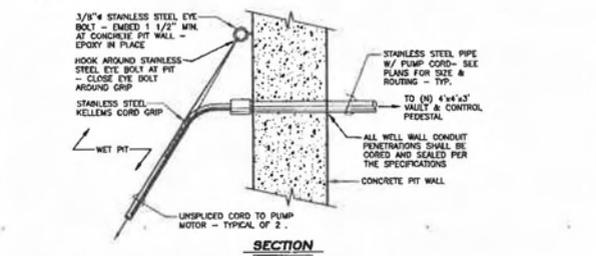
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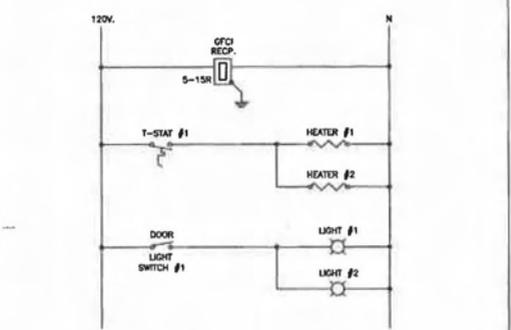




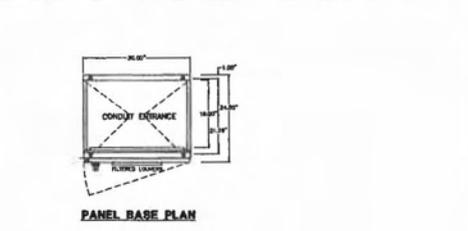
**3 CONCRETE FOOTING & EQUIPMENT ANCHORING - TYPICAL**  
SCALE: NONE



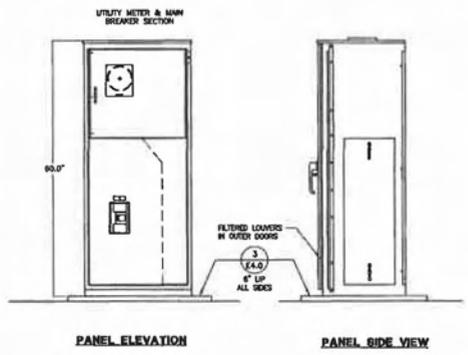
**4 CONDUIT PENETRATION AT PUMP PIT**  
SCALE: NONE



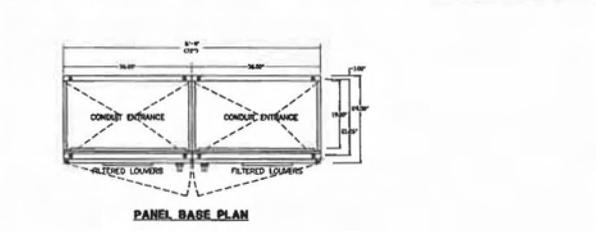
**7 CONTROLS DIAGRAM**  
SCALE: N.T.S.



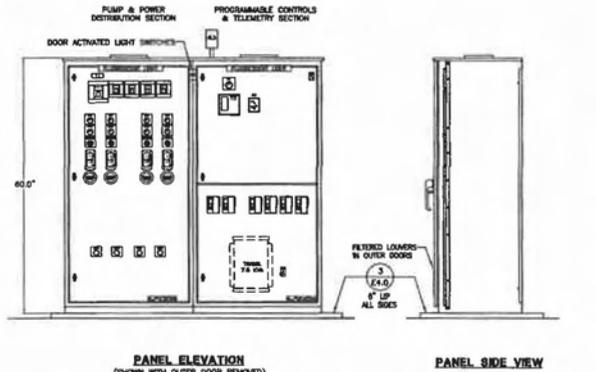
**2 PROPOSED SERVICE PEDESTAL 'SP'**  
SCALE: 3/4\"=1'-0\"



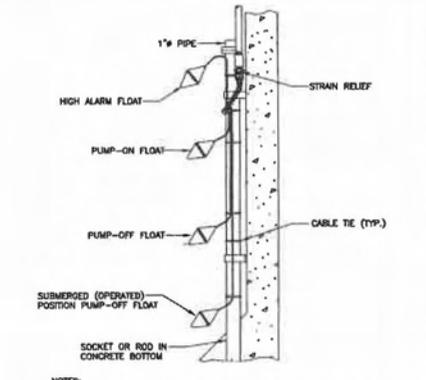
**2 PROPOSED SERVICE PEDESTAL 'SP'**  
SCALE: 3/4\"=1'-0\"



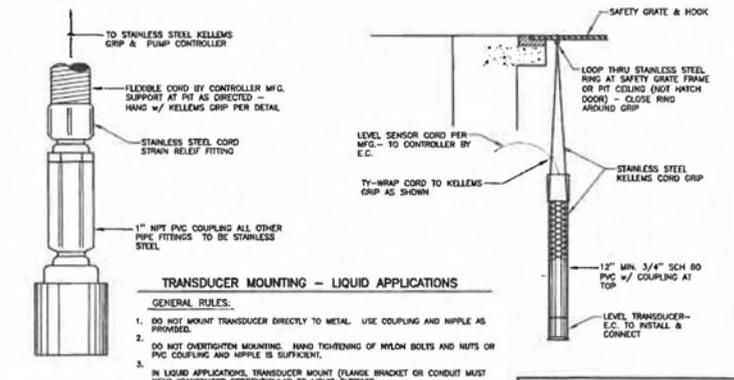
**2 PROPOSED PEDESTAL 'PCP'**  
SCALE: 3/4\"=1'-0\"



**2 PROPOSED PEDESTAL 'PCP'**  
SCALE: 3/4\"=1'-0\"



**6 FLOAT SWITCH INSTALLATION**  
SCALE: N.T.S.



**5 TRANSDUCER MOUNTING**  
SCALE: NONE

PLAN REVISIONS		
NO.	DATE	REVISION

**O'DELL**  
ENGINEERING  
Modesto Palo Alto Pleasanton  
1165 Soards Drive, Suite B  
Modesto, CA 95350  
PH 209.571.1765 odellengineering.com

**NOT FOR CONSTRUCTION**  
**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA



**RECORD DRAWING**  
DATE: 05/22/2019

APPROVED: \_\_\_\_\_  
DESIGNED: NLP  
DRAWN: CAL  
CHECKED: NLP  
SCALE: AS SHOWN  
DATE: 10/16/2017  
JOB NO.: 25043  
FILE NO.: SML001-EXTA-1-100

SHEET NO.

**E4.0**

**MILLER PEZZONI & ASSOCIATES, INC.**  
CONSULTING ELECTRICAL ENGINEERS  
180 FORTY-NINTH STREET  
MERCED, CA 95368  
PHONE (209) 642-1100  
FAX (209) 642-1101  
THE FELLOW BY THE FLOOR  
SANTA ANA, CALIFORNIA  
PHONE (714) 842-0800  
MILLER PEZZONI & ASSOCIATES, INC. © Copyright 2017

P:\17\Modesto\modesto\improvement\plans\10000\10000.dwg 11/20/17 04/17/2019

PLAN REVISIONS		
NO.	DATE	REVISION

**ODELL**  
ENGINEERING  
Modesto Palo Alto Pleasant  
1165 Soanik Drive, Suite B  
Modesto, CA 95350  
Ph 209.571.1765 odellengr.com

**NOT FOR CONSTRUCTION**  
**SUBDIVISION IMPROVEMENT PLANS**  
**EAST CENTER - PHASE 1**  
 LOS BANOS, CALIFORNIA

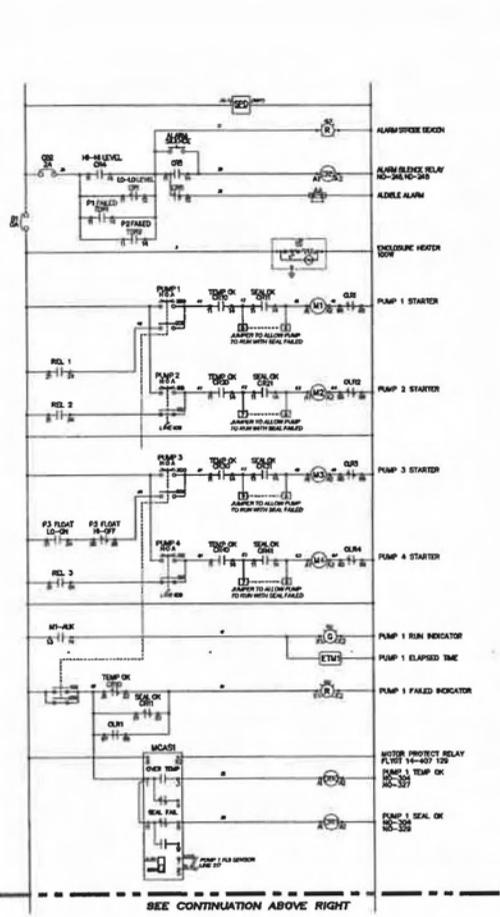
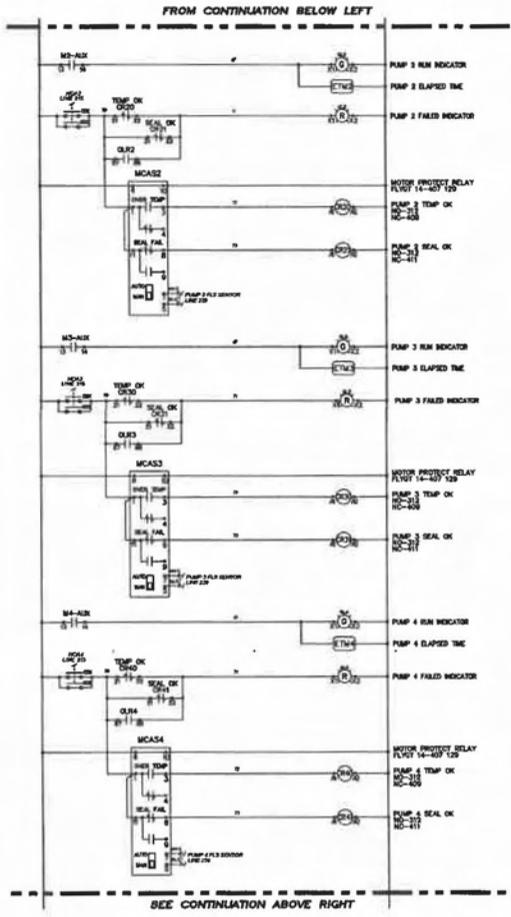
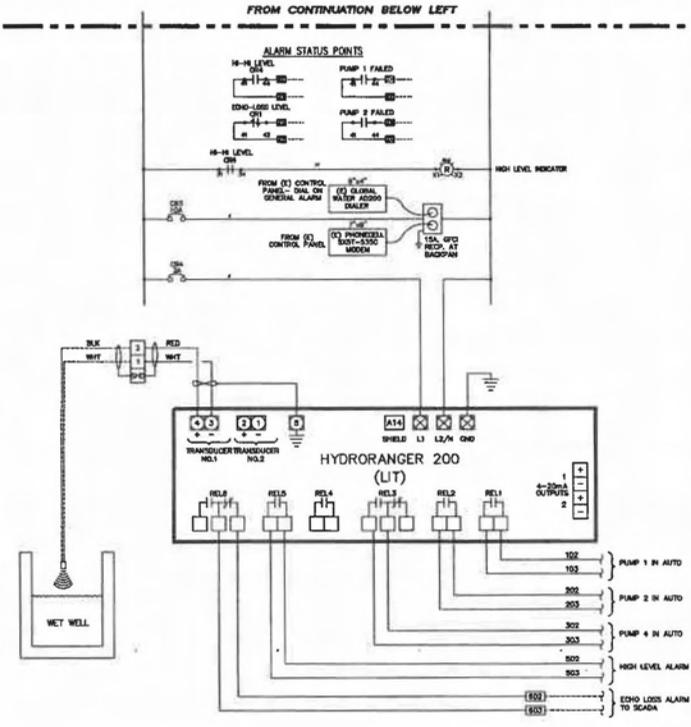


**RECORD DRAWING**  
BY: [Signature] 05/22/2019 DATE

APPROVED: \_\_\_\_\_  
DESIGNED: KLP  
DRAWN: CAL  
CHECKED: KLP  
SCALE: AS SHOWN  
DATE: 10/18/2017  
JOB NO.: 29043  
FILE NO.: BMLDET DETAIL-2.DWG

SHEET NO.  
**E4.1**

**MILLER PEZZONI & ASSOCIATES, INC.**  
CONSULTING ELECTRICAL ENGINEERS  
198 FREDERICK STREET  
SAN FRANCISCO, CA 94107  
PHONE 415.774.8800  
FAX 415.774.8801  
MILLER PEZZONI & ASSOC., INC. © Copyright 2017



**1 DUPLEX PUMP PARTIAL SINGLE LINE DIAGRAM**  
SCALE: N.T.S.

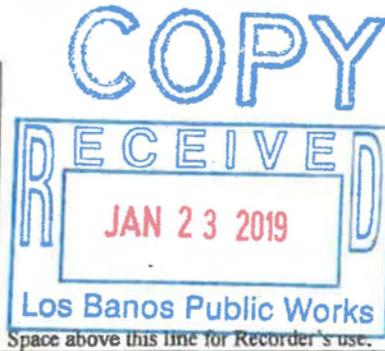
F:\UT\088 and water upgrade\draws\m\modesto\copy\Drawings\Detail-2.dwg 11:40:17 AM 04/17/2018

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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



Filed in Official Records,  
MERCED COUNTY  
Doc#: 2019001758  
01/18/2019 08:21 AM

### SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this 19<sup>th</sup> day of December, 2018, between PIONEER DEVELOPMENT COMPANY, INC., a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract No 2016-01, East Center, Phase 1, comprised of 99 lots, a copy of which is on file at the City of Los Banos Planning Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

WHEREAS, the CITY requires a condition precedent to the acceptance and approval of said Final Map, the dedication of said easements as are delineated and shown on said Final Map, and deems the same as necessary for public use, and requires and deems as necessary for the public use that any and all street improvements delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements hereinafter specified in Paragraph One herein; and,

WHEREAS, certain sections of the Los Banos Municipal Code require the DEVELOPER(S) to enter into this AGREEMENT with the CITY whereby DEVELOPER(S) agree to do, perform, and complete the works and matters hereinafter in this AGREEMENT mentioned and set forth in details, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the CITY; and,

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. 6032 to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2016-01.

NOW, THEREFORE, in consideration of the acceptance of the offers of dedication of easements, and facilities as shown and delineated on said Final Map, and the approval of said Final Map for filing and recording as provided and required by law, it is mutually agreed and understood by and between DEVELOPER(S) and CITY as follows:

#### SUBDIVISION AGREEMENT

1. That the CITY has fixed and does fix the time within which DEVELOPER(S) shall do and perform the work and improvements hereinafter specified and at such time during this period as

designated by the Public Works Director/City Engineer of the CITY, but no later than the 30th day of December 2020, with the said provision that this time may be extended by consent of the City Council, and that the DEVELOPER(S) will, within the period of time stated herein above in this paragraph stated and fixed, do or cause to be done and performed, the following described work and improvements,(as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection, to-wit;

**IMPROVEMENTS:**

1. SITE PREPARATION	\$	60,000.00
2. WATER	\$	184,840.00
3. SANITARY SEWER	\$	113,966.00
4. STORM DRAINAGE	\$	336,753.00
5. CONCRETE	\$	281,570.00
6. PAVING	\$	257,139.00
7. ELECTROLIERS	\$	37,500.00
8. MISCELLANEOUS	\$	<u>7,900.00</u>
	TOTAL	\$ 1,299,668.00

2. The DEVELOPER(S) has not completed the following portion of improvements:

STORM DRAINAGE	\$	67,644.00
CONCRETE	\$	184,761.00
PAVING	\$	238,263.00
ELECTROLIERS	\$	37,500.00
MISCELLANEOUS	\$	7,900.00
	REMAINING TOTAL	\$ <u>536,068.00</u>

3. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the remaining improvements, agreed to by the CITY for Performance at 100%, **\$536,068.00** and Labor and Materials at 50%, **\$268,034.00** and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of **\$129,966.80**. In addition, the DEVELOPER(S) shall provide a bond or other form of security in the amount of **\$3,500.00** for survey monuments, per §66496 of the Government Code.

4. The DEVELOPER(S) agrees to pay the following fees at the time of signing the AGREEMENT less any amount previously paid.

**ENGINEERING AND INSPECTION**

5% of Approved Engineer's estimate of \$1,299,668	\$	64,983.40
Less: Deposit for Plan Check (Rec#01070224)	\$	(21,838.11)
Less: Payment (Rec#01256249)	\$	(43,145.29)

SUB-TOTAL \$ 0.00

**FINAL MAP REVIEW**

Charges for	\$	2,712.42
Less: Deposit for Map Review (Rec#01168645)	\$	(1,000.00)
Less: Payment (Rec#01264965)	\$	(1,712.42)

SUB-TOTAL \$ 0.00

**TOTAL \$ 0.00**

5. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for **\$1,299,668.00** (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

6. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map 2016-01. All public improvements and utilities must be installed prior to occupancy of units.

7. In the event that the DEVELOPER(S) shall damage, destroy, or tear up any existing improvements, DEVELOPER(S) agree to repair or replace such destroyed or damaged improvements at their cost whenever such damage shall occur.

8. Street lights shall be furnished and installed by the DEVELOPER(S). It is solely the DEVELOPER(S) responsibility to coordinate the installation of street lights with the Pacific Gas and Electric Company and pay any and all fees necessary for their installation. At the time of acceptance, the street lights, including conductors to utility owner splice boxes, shall become the property of the CITY.

9. Any improvements not shown on the approved Improvement Plans which are to be dedicated to the CITY or which are to be placed within the proposed City right-of-way, including mailboxes, private and utility works, shall not be constructed without written approval from the CITY. It shall be the DEVELOPER(S) responsibility to ensure that mailboxes for use by the U.S. Postal Service are available for residents at the time of occupancy; installation to be per plans approved by the Postmaster and the CITY.

10. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the

preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

11. Neither the CITY nor any of its officers or agents shall be liable to DEVELOPER(S) or their contractors for any error or omission arising out of or in connection with any work to be performed under this AGREEMENT. During the progress of the work, if it becomes necessary to modify the design because of errors or omissions on the plans or unforeseen conditions which render a portion of the project inoperable, unsafe, or prohibits a part of the project from performing satisfactorily in the opinion of the CITY, the plans shall be modified in accordance with the recommendations of the CITY. The DEVELOPER(S) shall be responsible for all costs incurred in revising the plans and performing the work in accordance with the modified plans.

12. The Improvement Plans may be modified upon approval by the CITY at no cost to the CITY.

13. The CITY shall not be liable to the DEVELOPER(S) or to any other person, firm, or corporation whatsoever, for any injury or damage that may result to any person or property by or from any cause whatsoever in, on, or about the subdivision of said land covered by this AGREEMENT, or any part thereof.

14. The DEVELOPER(S) hereby release and agree to indemnify and hold the CITY harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage, and liability, howsoever the same may be caused and whensoever the same may appear, resulting directly or indirectly from the performance or nonperformance of any or all work to be done in and upon the street rights-of-way in said subdivision and upon the premises adjacent thereto pursuant to this AGREEMENT, and also from any and all injuries to and deaths of persons and injuries to property or other interests, and all claims, demands, costs, loss, damage, and liability, howsoever the same may be caused and whensoever the same may appear, either directly or indirectly made or suffered by the DEVELOPER(S), the DEVELOPER(S) agents, employees, and subcontractors, while engaged in the performance of said work.

15. The DEVELOPER(S) agree that the use for any purpose and by any persons of any and all of the improvements herein before specified, shall be at the sole and exclusive risk of the DEVELOPER(S) at all times prior to final acceptance by the CITY of the completed improvements. Thereon and therein; provided, that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER(S) obligations and undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for dwellings located within

said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the improvements in said subdivision.

16. It is mutually agreed by the parties hereto that the Public Works Director/City Engineer shall have the right to reject any or all of the work to be performed under this AGREEMENT if such work does not conform with the plans and specifications mentioned herein or the ordinances of the CITY. Reinspection of corrected work shall be at the expense of the DEVELOPER(S). The cost of such reinspection is not included in the Engineering and Inspection Fee described in Paragraph 4 of this AGREEMENT. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be repaired by the DEVELOPER(S) to the satisfaction of the Public Works Director/City Engineer by the DEVELOPER(S) before release of bond or final acceptance of completed work.

17. DEVELOPER(S) shall provide for adequate erosion control as determined by the Public Works Director/City Engineer on individual lots and from exterior property draining into the area of the subdivision, to protect the public rights-of-way and improvements. Erosion control on individual lots shall continue until such a time as front and street side yard landscaping is installed.

18. Without limiting the foregoing, DEVELOPER(S) warrant and guarantee materials used and workmanship performed on said work for a period of one (1) year after completion and acceptance thereof by the City Council, or the Public Works Director/City Engineer.

19. Upon completion of the improvements, specified herein the DEVELOPER(S) shall file a Notice of Completion with Merced County and submit to the City "As Built" drawings on mylar, of the improvements. The Notice of Completion shall be filed no later than thirty-five (35) days prior to consideration for acceptance of the improvements by the City Council. As part of the request for acceptance of improvements, the DEVELOPER(S) shall submit a title report encompassing each of the parcels within the Subdivision which discloses all liens or claims which may have been recorded in or prior to thirty-one (31) days following the date of recordation of the Notice of Completion. If any liens or claims are thus revealed, the DEVELOPER(S) shall either remove the liens and claims and submit an updated title report prior to acceptance of the Subdivision by the CITY, or shall enter into an agreement with the CITY that provides to the satisfaction of the CITY a method for the removal of such liens and claims at no cost to the CITY.

20. It is hereby mutually covenanted and agreed by the parties hereto that DEVELOPER(S) contractors are not agents of the CITY and that the contractors' relations to CITY, if any, are those of independent contractors.

21. That the applicant furnish the CITY with a reproducible 8 1/2" x 11" map of the Final Map of this development prior to issuance of permits.

22. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map 2016-01 prior to acceptance of public improvements or final of any housing units.

23. No work shall commence under the terms of this AGREEMENT prior to all of the following being completed: deposit of improvement security per City Council resolution; issuance of a Subdivision Improvements grading permit other than rough grading and site preparation; and payment of all required development fees.

24. All costs for engineering and inspection services which exceed the 5% fee specified above will be invoiced to the DEVELOPER(S) and must be paid in full prior to acceptance of the subject improvements by the CITY.

25. If construction of improvements has not begun within one (1) year from the date of this AGREEMENT, then prior to commencement of work the Public Works Director/City Engineer shall review the improvement plans and determine if revisions are required. In any case, a new engineer's cost estimate shall be submitted by the applicant to the Public Works Director/City Engineer. The applicant shall be responsible for any modification to the plans required by the Public Works Director/City Engineer and shall pay all plan check fees plus the difference in inspection fees due based on the new cost estimate.

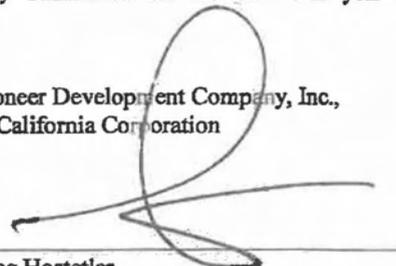
26. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map 2016-01, and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.

27. The terms of this AGREEMENT are not intended to, nor do they, relieve the DEVELOPER(S) of any conditions of approval, compliance with City Standards or compliance with mitigation measures of adopted environmental documents, the compliance with which may be placed as a condition of permit issuance or occupancy.

28. Time is of the essence of this AGREEMENT. It is agreed that the provisions of this AGREEMENT shall apply to and bind the heirs, executors, administrators, successors, devisees, and assignees of the respective parties hereto.

IN WITNESS WHEREOF, the parties have executed these presents or caused the same to be executed by the officers thereunto duly authorized on the date and year in this AGREEMENT first above written.

Pioneer Development Company, Inc.,  
A California Corporation



\_\_\_\_\_  
Greg Hostetler  
President

PARTIES OF THE FIRST PART

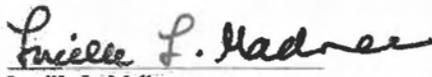
CITY OF LOS BANOS  
A Municipal Corporation



Michael Villalta  
Mayor

PARTIES OF THE SECOND PART

ATTEST:



Lucille L. Mallonee  
City Clerk  
City of Los Banos

**Signatures need to be notarized.  
Attach a Notary Acknowledgement.**

## ACKNOWLEDGMENT

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

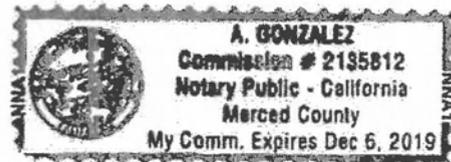
State of California  
County of Merced

On December 5, 2018 before me, A. Gonzalez, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

## ACKNOWLEDGMENT

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

State of California }  
  }  
County of Merced }

On this 2nd day of January, 2019 before me, Lucille L. Mallonee, a Notary Public in and for said State, personally appeared Michael Gerard Villalta, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Lucille L. Mallonee

Signature of Notary Public



(Notary Seal)

**RESOLUTION NO. 6032**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS BANOS APPROVING AND  
ADOPTING FINAL TRACT MAP NO. 2016-01  
EAST CENTER PHASE 1 AND ACCOMPANYING  
SUBDIVISION IMPROVEMENT AGREEMENT**

WHEREAS, there has been submitted to the City Council of the City of Los Banos Tract Map No. 2016-01 East Center Phase 1 and accompanying Subdivision Improvement Agreement; and,

WHEREAS, the single-family residential subdivision consists of 99 lots on 26.784± acres; and

WHEREAS, the Public Works Director/City Engineer has approved the Final Map, the plan check and inspection fees have been paid in full, the City has received all necessary bonds and financial security, and said Final Tract Map has been submitted to the City Council of the City of Los Banos for approval.

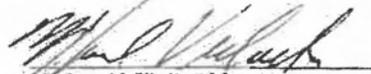
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby approve and adopt Final Tract Map No. 2016-01 East Center Phase 1 and accompanying Subdivision Improvement Agreement for the real property described in Exhibit "A", shown in Exhibit "B" and authorize recording based upon the following findings:

1. Final Map is in substantial compliance with Tentative Map No. 2016-01.
2. Financial security as required by the Subdivision Improvement Agreement, Subdivision Map Act, and Los Banos Municipal Code has been deposited with the City.
3. All required processing, development, plan check, and inspection fees have been paid.
4. All bonds have been paid to Merced County.

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 19<sup>th</sup> day of December 2018, by Council Member Johnson-Santo who moved for its adoption, which motion was duly seconded by Council Member Jones, and the Resolution was adopted by the following vote:

AYES: Council Member Johnson-Santos, Jones, Lewis, Mayor Villalta  
NOES: None  
ABSENT: None

APPROVED:

  
Michael Villalta, Mayor

ATTEST:

  
Lucille L. Mallonee, City Clerk

**EXHIBIT "A"**  
**Legal Description**

**For APN/Parcel ID: 431-270-004 and 431-270-010**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

**TRACT A:**

**PARCEL 1:**

PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS NORTH 89 DEGREES 46' EAST 1666.5 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION, SAID POINT BEING ON THE SOUTH LINE OF SAID SECTION AND ON THE CENTER LINE OF THE EAST AND WEST COUNTY ROAD; THENCE NORTH 1 DEGREE 02' WEST 1325.25 FEET TO A 2" BY 2" STAKE, THENCE NORTH 89 DEGREES 28' EAST 280.4 FEET; THENCE SOUTH 0 DEGREES 50' EAST 1326.7 FEET, ALONG A FENCE TO THE SOUTH LINE OF SAID SECTION; THENCE SOUTH 89 DEGREES 46' WEST 276.00 FEET ALONG THE SOUTH LINE OF SAID SECTION, AND THE CENTER LINE OF THE COUNTY ROAD, TO THE POINT OF BEGINNING.

**PARCEL 2:**

PORTIONS OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHWEST QUARTER THAT IS NORTH 0 DEGREES 43' WEST 1317.50 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 0 DEGREES 43' WEST ALONG THE WEST LINE OF SAID SECTION, 1287.50 FEET TO THE QUARTER CORNER BETWEEN SECTIONS 22 AND 23, SAID TOWNSHIP AND RANGE; THENCE NORTH 88 DEGREES 56' EAST 1666.50 FEET; THENCE SOUTH 1 DEGREE 02' EAST 1295.25 FEET; AND THENCE NORTH 89 DEGREES 28' WEST 1666.50 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23 TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., ACCORDING TO THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, CALIFORNIA, IN BOOK 6 OF SURVEYS, PAGE 24 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER SECTION CORNER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., THENCE ALONG THE NORTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 23 NORTH 89 DEGREES 00' 30" EAST 1936.12 FEET; THENCE ALONG THE EAST LINE AND ALONG A FENCE LINE SOUTH 0 DEGREES 51' 30" EAST 359.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 00' 30" WEST 1936.75 FEET TO A POINT ON THE CENTER LINE OF CENTER AVENUE, A 60 FOOT COUNTY ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 23, NORTH 0 DEGREES 43' WEST 360.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTH 0 DEGREES 43' EAST 409.00 FEET FROM THE WEST QUARTER SECTION CORNER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, THENCE ALONG THE WEST LINE OF SAID SECTION 23 AND THE CENTER LINE OF CENTER AVENUE, A 60 FOOT COUNTY ROAD, SOUTH 0 DEGREES 43' EAST 94.00 FEET; THENCE ALONG A FENCE SOUTH 84 DEGREES 43' EAST 186.00 FEET, NORTH 0 DEGREES 43' WEST 94.00 FEET AND NORTH 84 DEGREES 43' WEST 186.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS SOUTHERLY 395.00 FEET MORE OR LESS AND SOUTHEASTERLY 680.00 FEET MORE OR LESS FROM THE WEST QUARTER SECTION CORNER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST; THENCE NORTHERLY 20.0 FEET MORE OR LESS, NORTHEASTERLY 160.00 FEET MORE OR LESS, SOUTHEASTERLY 110.00 FEET MORE OR LESS, EASTERLY 50.00 FEET MORE OR LESS, SOUTHEASTERLY 90.00 FEET MORE OR LESS, SOUTHERLY 110.00 FEET MORE OR LESS, SOUTHWESTERLY 115.00 FEET MORE OR LESS, NORTHWESTERLY 75.00 FEET MORE OR LESS AND NORTHWESTERLY 240.00 FEET MORE OR LESS TO A POINT OF BEGINNING, ALSO SHOWN ON RECORD OF SURVEY IN BOOK 8 OF SURVEYS, PAGE 13, MERCED COUNTY RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOEL A. WHITEHURST AND CECILIA T. WHITEHURST BY INSTRUMENT RECORDED MARCH 3, 1972 IN VOLUME 1881, PAGE 577, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA, THAT IS N. 88°59'49" E. 30 FEET FROM THE WEST LINE OF SAID SECTION 23; THENCE CONTINUING ALONG SAID SOUTH LINE N. 88°59'49" E. 1907.23 FEET TO THE SOUTHEAST CORNER OF SAID WHITEHURST PARCEL OF LAND; THENCE ALONG THE EAST LINE OF STEINER DEVELOPMENT INC. PARCEL OF LAND S. 0°50'55" E. 192.00 FEET; THENCE S. 89°09'05" W. 100.0 FEET; THENCE N. 0°50'55" W. 27.73 FEET; THENCE S. 88°59'49" W. 819.42 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO TED E. MEZA AND JOYCE E. MEZA BY INSTRUMENT RECORDED FEBRUARY 14, 1994 IN VOLUME 3204, PAGE 75, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA; THENCE ALONG SAID MEZA PARCEL OF LAND THE FOLLOWING BEARINGS AND DISTANCES:

N. 23° 44' 00" W. 33.88 FEET; N. 86° 24' 00" W. 50 FEET; N. 58° 04' 00" W. 110.0 FEET; S. 75° 43' 26" W. 162.75 FEET AND S. 5° 16' 00" W. 20.00 FEET; THENCE S. 13° 20' 53" W. 49.36 FEET; THENCE S. 88° 59' 49" W. 505.18 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO TED E. MEZA ET UX, BY INSTRUMENT RECORDED APRIL 28, 1994 IN VOLUME 3229, PAGE 954, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA; THENCE N. 0° 43' 00" W. 104.63 FEET TO THE NORTHEAST CORNER OF SAID MEZA PARCEL OF LAND; THENCE ALONG THE NORTH LINE OF SAID MEZA PARCEL OF LAND N. 84° 43' 00" W. 155.83 FEET TO A POINT THAT IS 30.00 FEET EAST OF THE WEST LINE OF SAID SECTION 23; THENCE N. 0° 43' 00" W. 52.31 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM: BEGINNING AT A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOEL A. WHITEHURST AND CECILIA T. WHITEHURST BY INSTRUMENT RECORDED

DECEMBER 1, 1995 IN VOLUME 3417, PAGES 164 & 165, OFFICIAL RECORDS OF MERCED COUNTY, SAID POINT OF BEGINNING IS S. 88° 59' 49" W. 787.48 FEET, S. 0° 50' 55" E. 27.73 FEET AND S. 89° 09' 05" W. 100 FEET FROM THE SOUTHEAST CORNER OF SAID WHITEHURST PARCEL; THENCE S. 00° 43' 00" E. 254.55 FEET; THENCE S. 89° 13' 12" W. 141.25 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS N. 53° 23' 07" E. 51.00 FEET TO THE CENTER OF SAID CURVE; THENCE NORTHWESTERLY 23.64 FEET ALONG SAID CURVE BEING CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 51.00 FEET AND A CENTRAL ANGLE OF 26° 33' 36" TO A POINT OF NON-TANGENCY; THENCE S. 89° 13' 12" W. 77.00 FEET; THENCE N. 00° 43' 00" W. 3.00 FEET; THENCE S. 89° 13' 12" W. 166.00 FEET; THENCE N. 00° 43' 00" W. 3.00 FEET; THENCE S. 89° 13' 12" W. 103.00 FEET; THENCE N. 00° 43' 00" W. 215.00 FEET TO A POINT ON THE SOUTH LINE OF SAID WHITEHURST PARCEL; THENCE N. 88° 59' 49" E. ALONG SAID SOUTH LINE A DISTANCE OF 136.32 FEET TO AN ANGLE POINT IN SAID SOUTH LINE; THENCE N. 13° 20' 53" E. 49.36 FEET TO A POINT ON THAT CERTAIN PARCEL OF LAND CONVEYED TO TED E. MEZA ET UX, BY INSTRUMENT RECORDED APRIL 28, 1994 IN VOLUME 3229, PAGE 954, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA; THENCE ALONG THE SOUTHERLY AND EASTERLY LINE OF SAID MEZA PARCEL THE FOLLOWING FIVE (5) COURSES:

1. S. 59° 19' 00" E. 240.00 FEET
2. S. 03° 24' 00" E. 75.00 FEET
3. N. 87° 46' 00" E. 115.00 FEET
4. N. 06° 56' 00" E. 110 FEET AND
5. N. 23° 44' 00" W. 56.12 FEET TO A POINT COMMON WITH SAID WHITEHURSE PARCEL; THENCE N. 88° 59' 49" E. ALONG THE SOUTH LINE OF SAID WHITEHURST PARCEL; A DISTANCE OF 31.94 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

BEGINNING AT A 2" BY 2" STAKE THAT IS NORTH 89 DEGREES 46' EAST 1666.50 FEET AND NORTH 1 DEGREE 02' WEST 1325.25 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 1 DEGREE 02' WEST 1296.25 FEET TO THE EAST AND WEST HALF SECTION LINE THROUGH SAID SECTION; THENCE NORTH 88 DEGREES 56' EAST 284.8 FEET ALONG THE ABOVE MENTIONED EAST AND WEST HALF SECTION LINE; THENCE SOUTH 0 DEGREES 50' EAST 1298.5 FEET ALONG A FENCE; THENCE SOUTH 89 DEGREES 28' WEST 280.4 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23 TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., ACCORDING TO THAT CERTAIN RECORD OF SURVEY FILED IN THE OFFICE OF THE COUNTY RECORDER OF MERCED COUNTY, CALIFORNIA, IN BOOK 6 OF SURVEYS, PAGE 24, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER SECTION CORNER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., THENCE ALONG THE NORTH LINE OF SOUTHWEST QUARTER OF SAID SECTION 23 NORTH 89 DEGREES 00' 30" EAST 1936.12 FEET; THENCE ALONG THE EAST LINE AND ALONG A FENCE LINE SOUTH 0 DEGREES 51' 30" EAST 359.99 FEET TO A POINT; THENCE SOUTH 89 DEGREES 00' 30" WEST 1936.75 FEET TO A POINT ON THE CENTER LINE OF CENTER AVENUE, A 60 FOOT COUNTY ROAD; THENCE ALONG THE WEST LINE OF SAID SECTION 23, NORTH 0 DEGREES 43' WEST 360.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO JOEL A. WHITEHURST AND CECILIA T. WHITEHURST BY INSTRUMENT RECORDED MARCH 3, 1972 IN VOLUME 1881, PAGE 577, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA, THAT IS N. 88°59' 49" E. 30.00 FEET FROM THE WEST LINE OF SAID SECTION 23; THENCE CONTINUING ALONG SAID SOUTH LINE N. 88° 59' 49" E. 1907.23 FEET TO THE SOUTHEAST CORNER OF SAID WHITEHURST PARCEL OF LAND; THENCE ALONG THE EAST LINE OF STEINER DEVELOPMENT INC. PARCEL OF LAND S. 0° 50' 55" E. 192.00 FEET; THENCE S. 89° 09' 05" W. 100 FEET; THENCE N. 0° 50' 55" W. 27.73 FEET; THENCE S. 88° 59' 49" W. 819.42 FEET TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO TED E. MEZA AND JOYCE E. MEZA BY INSTRUMENT RECORDED FEBRUARY 14, 1994 IN VOLUME 3204, PAGE 75, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA; THENCE ALONG SAID MEZA PARCEL OF LAND THE FOLLOWING BEARINGS AND DISTANCES: N. 23° 44' 00" W. 33.88 FEET; N. 86° 24' 00" W. 50.00 FEET; N. 58° 04' 00" W. 110.00 FEET; S. 75° 43' 26" W. 162.75 FEET AND S. 5° 16' 00" W. 20.00 FEET; THENCE S. 13° 20' 53" W. 49.36 FEET; THENCE 88° 59' 49" W. 505.18 FEET TO A POINT ON THE SOUTHERLY PROJECTION OF THE EAST LINE OF THAT CERTAIN PARCEL OF LAND CONVEYED TO TED E. MEZA ET UX, BY INSTRUMENT RECORDED APRIL 28, 1994 IN VOLUME 3229, PAGE 954, OFFICIAL RECORDS OF MERCED COUNTY, CALIFORNIA; THENCE N. 0° 43' 00" W. 104.63 FEET TO THE NORTHEAST CORNER OF SAID MEZA PARCEL OF LAND; THENCE ALONG THE NORTH LINE OF SAID MEZA PARCEL OF LAND N. 84° 43' 00" W. 155.83 FEET TO A POINT THAT IS 30.00 FEET EAST OF THE WEST LINE OF SAID SECTION 23; THENCE N. 0° 43' 00" W. 52.31 FEET TO THE POINT OF BEGINNING.

APN: 431-270-004

**TRACT B:**

PARCEL 2 OF PARCEL MAP ENTITLED, "PARCEL MAP FOR WHITEHURST" FILED ON DEC. 30, 2013 IN VOL. 113 OF PARCEL MAPS, PAGES 12 AND 13, MERCED COUNTY RECORDS, AND BEING A SUBDIVISION OF THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B & M.

APN: 431-270-010



LINE #	DIRECTION	LENGTH	BEARING
11	N00°00'00"W	186.00'	R-1(C)-1
12	S00°00'00"E	84.00'	R-1(C)-1
13	S00°00'00"W	186.00'	R-1(C)-1
14	N00°00'00"E	25.00'	R-1(C)-1
15	N00°00'00"W	202.00'	R-1(C)-1
16	N00°00'00"E	275.00'	R-1(C)-1
17	S00°00'00"W	84.00'	R-1(C)-1
18	N00°00'00"W	238.47'	R-1(C)-1
19	N00°00'00"E	84.00'	R-1(C)-1



**BASIS OF BEARINGS**  
 BEARINGS FROM THE BEARING OF THE LINE BETWEEN MERCED COUNTY OFFICE 101 AND MERCED COUNTY OFFICE 102 (PER BEARINGS AND DISTANCES ARE BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 10 NORTH IS:

**(BASIS OF BEARINGS)**  
 7148.86 (GRID) 7149.97 (N-1) 7149.33 (R-2)(ORDUND)

**SIGNATURE OMISSIONS:**  
 PURSUANT TO SECTION 8610 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- CENTRAL CALIFORNIA PREPARATION DISTRICT, CABLE AND GIBBS - BOOK # OF RECORD, PAGE 104, M.C.R.
- STATE OF FRANK J. ANDREO-MILLO, REG. # OF BUSINESS AND CONSUMER, BOOK 104, PAGE 642 OF OFFICIAL RECORDS, M.C.R.
- TERRY E. AND JOYCE B. MILD, DEED/NOTARY, BERRY AND GORRES, BOOK 304, PAGE 14 OF OFFICIAL RECORDS, M.C.R.

**NOTES**

- THIS SUBDIVISION CONTAINS A TOTAL OF SIXTY ACRES, MORE OR LESS.
- ALL DISTANCES SHOWN HEREIN ARE GROUND DISTANCES, MULTIPLE DISTANCES SHOWN BY SUBDIVISION TO SET OPEN DIMENSIONS (INDICATING CORNER FACTOR FOR GPS MEASUREMENTS 10M AND 100 METERS).
- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

**TRACT NO: 2016-01**  
**EAST CENTER, PHASE 1**

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

JULY 2018



**RIGHT TO FARM STATEMENT**

FOR MERCED COUNTY ORDINANCE NO. 1249  
 THE PROPERTY DESCRIBED ON THE HEREIN SHOWN MAP IS IN THE VICINITY OF LAND UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDUES OF THIS PROPERTY MAY BE SUBJECT TO DISCONTINUANCE OR DISCONFORMITY ARISING FROM THE USE OF AGRICULTURAL ORDINANCES, INCLUDING BUT NOT LIMITED TO, PESTICIDES AND PESTICIDES, AND FROM THE PURSUIT OF AGRICULTURAL OPERATIONS PRESENTLY, BUT NOT LIMITED TO, PLANTING, SPRINKLING AND BURNING WHICH OCCASIONALLY MAY GENERATE DUST, SMOKE, NOISE, AND ODOR.

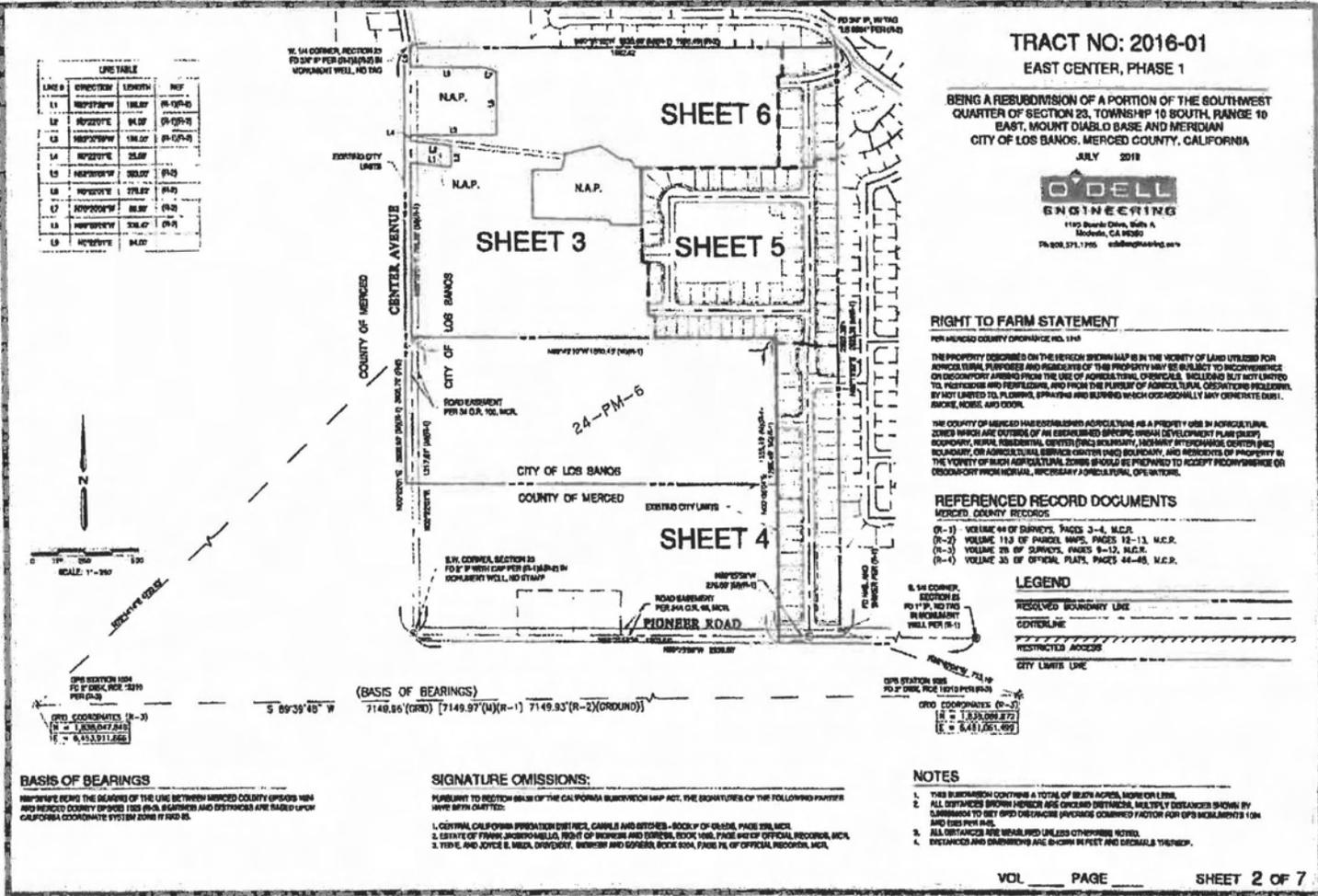
THE COUNTY OF MERCED HAS ESTABLISHED AGRICULTURE AS A FAVORABLE USE IN AGRICULTURAL ZONED AREAS OUTSIDE OF AN ESTABLISHED SPECIFIC URBAN DEVELOPMENT PLAN (SDUP) BOUNDARY, RURAL RESIDENTIAL CENTER (RRC) BOUNDARY, HIGHWAY INTERCHANGE CENTER (HIC) BOUNDARY, OR AGRICULTURAL SERVICE CENTER (ASC) BOUNDARY, AND HOUSEHOLDS OF PROPERTY IN THE VICINITY OF SUCH AGRICULTURAL ZONES SHOULD BE PREPARED TO ACCEPT PROXY SERVICE OR DISCONTINUITY FROM NORMAL, NECESSARY AGRICULTURAL OPERATIONS.

**REFERENCED RECORD DOCUMENTS**

- MERCED COUNTY RECORDS
- (R-1) VOLUME 44 OF SURVEYS, PAGES 3-4, M.C.R.
  - (R-2) VOLUME 113 OF PARCEL MAPS, PAGES 12-13, M.C.R.
  - (R-3) VOLUME 28 OF SURVEYS, PAGES 8-12, M.C.R.
  - (R-4) VOLUME 35 OF OFFICIAL PLATS, PAGES 44-45, M.C.R.

**LEGEND**

- RESOLVED BOUNDARY LINE
- CONTROL LINE
- RESTRICTED AREAS
- CITY LIMITS LINE



**TRACT NO: 2016-01**  
**EAST CENTER, PHASE 1**

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT Diablo DARE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

JULY 2010



**SHEET 6**

**ABBREVIATIONS**

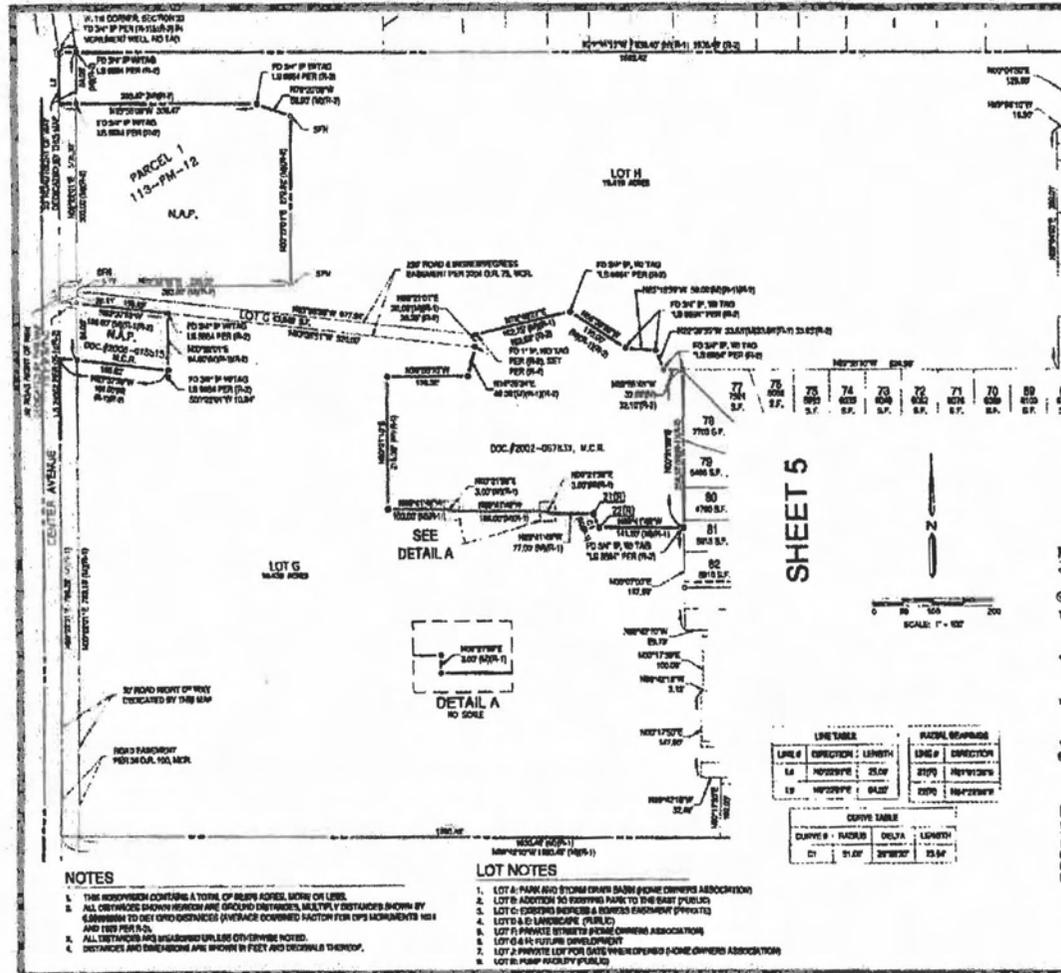
RD	ROAD
OP	OPEN PIPE - CHARACTER NOTED
(N)	MEASURED DISTANCE
S	TIME S&P
M.A.P.	NOT A PART
OP	OFFICIAL PLATS
PA	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
M.C.R.	MERCED COUNTY RECORDS
R-1	REFERENCED RECORD DOCUMENT
UD	URBAN DESIGN
RS	RECORD OF SURVEY
SFB	SEARCHED, FOUND, MONUMENT
S.F.	SQUARE FEET
W.C.	WITNESS CORNER
W.E.	1 FOOT WIDE WALL EASEMENT

**MONUMENT NOTES**

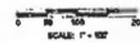
- SET 3/4" x 24" HIGH PIPE W/ PLASTIC PLUG "1.5 7780" FOR UNPOURED HOLES OR 1.17 BRASS BUSH SHAPED "1.5 7780" FOR EXISTING HOLES
- SET 3/4" x 24" HIGH PIPE W/ PLASTIC PLUG "1.5 7780" IN MONUMENT WALL
- T SET 3/4" x 24" HIGH PIPE W/ PLASTIC PLUG "1.5 7780" FOR ALL FROM AND REAR LOT CORNERS.
- SET 5.00' WITNESS CORNER, UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO LAMBDA STREET CENTERLINE AS NOTED. 1/4" x 24" HIGH PIPE W/ PLASTIC PLUG "1.5 7780".
- SET 1.00' WITNESS CORNER BY BENCHMARK, MEASURED ALONG RADIAL LINE OR PERPENDICULAR TO LAMBDA STREET CENTERLINE AS NOTED. 1.17" BRASS DISH SHAPED "1.5 7780".
- FOUND 3/4" HIGH PIPE TAGGED "1.5 7780" PER (R-1), UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED IN INSTRUMENT WALL

**REFERENCED RECORD DOCUMENTS**

- MERCED COUNTY RECORDS
- (R-1) VOLUME 44 OF SURVEYS, PAGES 3-4, M.C.R.
  - (R-2) VOLUME 113 OF PARCEL MAPS, PAGES 12-13, M.C.R.
  - (R-3) VOLUME 26 OF SURVEYS, PAGES 9-12, M.C.R.
  - (R-4) VOLUME 25 OF OFFICIAL PLATS, PAGES 44-48, M.C.R.



**SHEET 5**

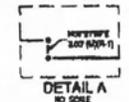


LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
1A	N 0° 00' 00" E	25.00'	200	N 0° 00' 00" E	25.00'
1B	N 0° 00' 00" E	25.00'	201	N 0° 00' 00" E	25.00'

CURVE #	RADIUS	DELTA	LENGTH
C1	51.00'	27° 00' 00"	25.00'

- NOTES**
1. THIS RESUBDIVISION CONTAINS A TOTAL OF THREE ACRES, MORE OR LESS.
  2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY CONVERSION TO USE OF DISTANCES (AVERAGE COVERED FACTOR FOR OPS INCREMENTS 100' AND 100' PER P.O.).
  3. ALL DISTANCES AND DIMENSIONS UNLESS OTHERWISE NOTED.
  4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

- LOT NOTES**
1. LOT A - PART AND STORE CHAIN BOUND BY THE CORNERS ASSOCIATION
  2. LOT B - ADDITION TO EXISTING PART TO THE EAST (PUBLIC)
  3. LOT C - EXISTING IMPROVEMENTS AND BUSINESS EASEMENT (PRIVATE)
  4. LOT D - LAMBDA STREET (PUBLIC)
  5. LOT E - PRIVATE STREET BY THE CORNERS ASSOCIATION
  6. LOT F - PRIVATE DEVELOPMENT
  7. LOT G - PRIVATE LOT FOR DATE WHEN OPENED (HOME OWNERS ASSOCIATION)
  8. LOT H - PUMP FACILITY (PUBLIC)

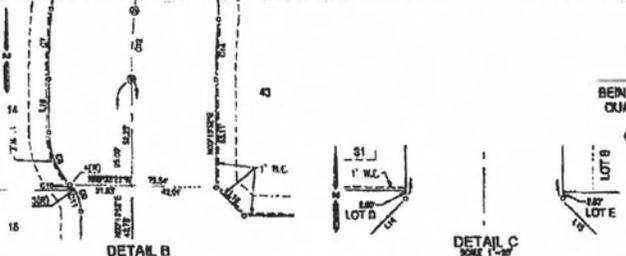


**MONUMENT NOTES**

- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7786" FOR IMPROVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7786" FOR CONCRETE AREAS
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7786" IN MONUMENT WELL
- 1 SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7786" FOR ALL FRONT AND REAR LOT CORNERS.
- SET 5.00' WITNESS CORNER, UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO LANDOLA STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7786".
- SET 1.00' WITNESS CORNER IN SIDEWALK, MEASURED ALONG RADIAL LINE OR PERPENDICULAR TO LANDOLA STREET CENTERLINE AS NOTED. 1.17" BRASS DISK STAMPED "PLS 7786".
- FOUND 3/4" IRON PIPE ENGED "PLS 7787" PER (R-1), UNLESS OTHERWISE NOTED.
- FOUND MONUMENT AS NOTED IN MONUMENT WELL.

**REFERENCED RECORD DOCUMENTS**  
MERCED COUNTY RECORDS

- (R-1) VOLUME 44 OF SURVEYS, PAGES 3-4, M.C.R.
- (R-2) VOLUME 113 OF PARCEL MAPS, PAGES 12-13, M.C.P.
- (R-3) VOLUME 28 OF SURVEYS, PAGES 8-12, M.C.R.
- (R-4) VOLUME 26 OF OFFICIAL PLATS, PAGES 44-48, M.C.R.
- (R-5) VOLUME 38 OF OFFICIAL PLATS, PAGES 27-31, M.C.R.



**TRACT NO: 2016-01**  
**EAST CENTER, PHASE 1**

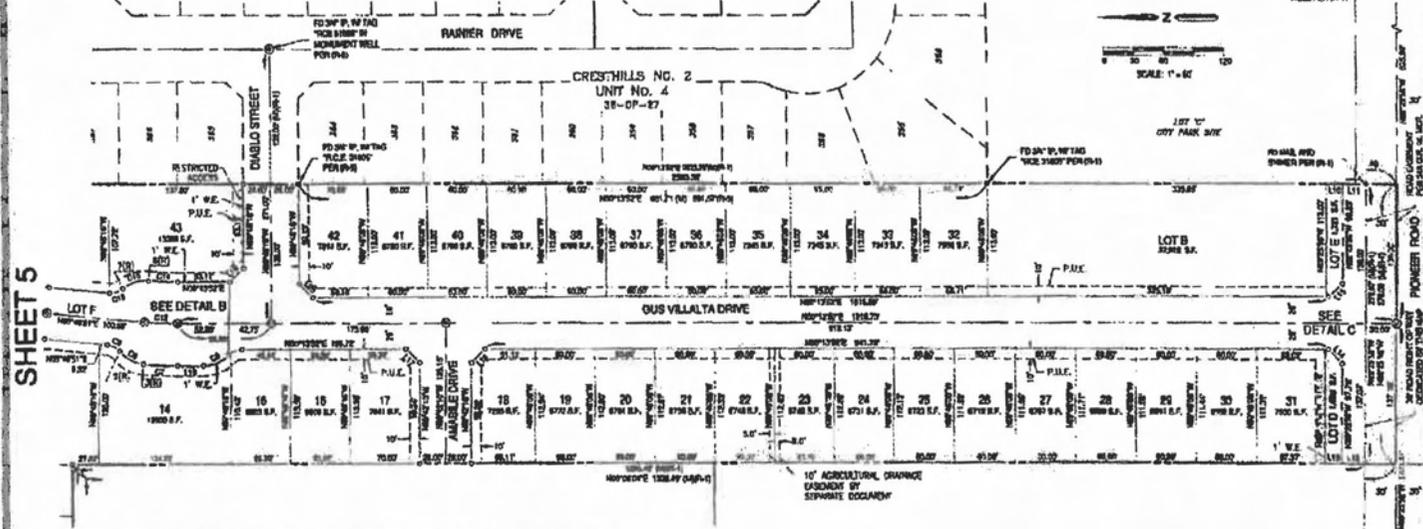
BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

JULY 2018  
**O'DELL ENGINEERING**  
1185 Boardman Drive, Suite A  
Merced, CA 95329  
Ph: 209.871.1715 odellengr.com

**ABBREVIATIONS**

FD	FOUND	M.C.R.	MERCED COUNTY RECORDS
FO	FOUND	R-1	REFERENCED RECORD DOCUMENT
NO	NON PIPE - MONUMENT NOTED	RD	RECORD OF DEEDS
U	UTILITY	RS	RECORD OF SURVEY
N.A.P.	NOT A PART	SPN	SEARCHED, FOUND NOTHING
OP	OFFICIAL PLATS	S.F.	SQUARE FEET
PL	PARCEL MAP	W.C.	WITNESS CORNER
P.U.E.	PUBLIC UTILITY EGRESSMENT	W.C.L.	1 FOOT WIDE WALL EASEMENT

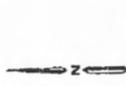
- LOT NOTES**
1. LOT A: PARK AND STORAGE DRIVE BASH (HOME OWNERS ASSOCIATION)
  2. LOT B: ADDITION TO EXISTING PARK TO THE EAST (PUBLIC)
  3. LOT C: 150' WIDE EGRESS (A BURNING PROPERTY)
  4. LOT D: LANDSCAPE (PUBLIC)
  5. LOT E: PRIVATE STREET (HOME OWNERS ASSOCIATION)
  6. LOT F: 150' WIDE EGRESS (A BURNING PROPERTY)
  7. LOT G: PRIVATE LOT FOR DATE WHEN OPENED HOME OWNERS ASSOCIATION
  8. LOT H: PUMP FACILITY (PUBLIC)



**SHEET 5**

**TRACT NO: 2016-01**  
**EAST CENTER, PHASE 1**

BEING A REVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF LOS ANGELES, MERCED COUNTY, CALIFORNIA  
 JULY 2010



**MONUMENT NOTES**

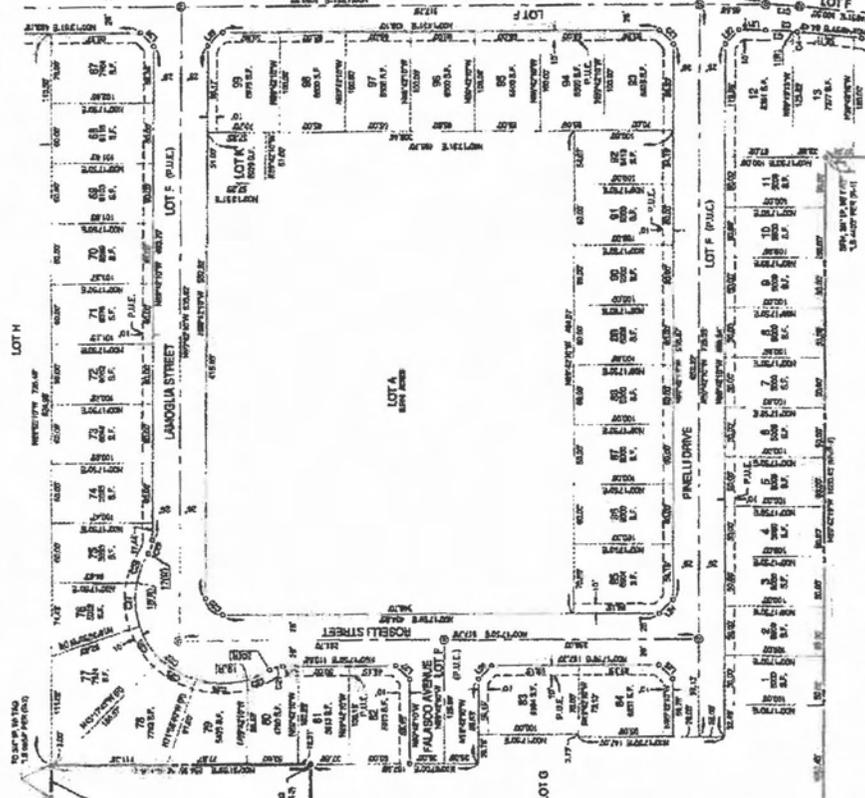
- 1. SET 3/4" x 2 1/2" IRON PIPE W/ PLASTIC PLUG 74.5 7787' FOR CORNER MARKS ON 1:17' BRASS BORN STAMPED 74.5 7787' FOR CORNER MARKS
- 2. SET 3/4" x 2 1/2" IRON PIPE W/ PLASTIC PLUG 74.5 7787' IN SUBMERGED WELL
- 3. SET 3/4" x 2 1/2" IRON PIPE W/ PLASTIC PLUG 74.5 7787' FOR ALL FRONT AND REAR LOT CORNERS
- 4. SET 3/4" IRON PIPE CORNER MARKS DIMENSIONED WITH MEASURED DISTANCES TO BE SHOWN AS NOTED 3/4" x 2 1/2" IRON PIPE W/ PLASTIC PLUG 74.5 7787'
- 5. SET 1/2" IRON PIPE CORNER MARKS DIMENSIONED WITH MEASURED DISTANCES TO BE SHOWN AS NOTED 3/4" x 2 1/2" IRON PIPE W/ PLASTIC PLUG 74.5 7787'
- 6. 1:17' BRASS BORN STAMPED 74.5 7787' AS NOTED
- 7. ROUND MONUMENT AS NOTED IN MONUMENT WELL

**REFERENCED RECORD DOCUMENTS**

- (P-1) VOLUME 449 OF RECORDS, PAGES 3-4, M.C.R.
- (P-2) VOLUME 449 OF RECORDS, PAGES 5-6, M.C.R.
- (P-3) VOLUME 28 OF RECORDS, PAGES 54-55, M.C.R.
- (P-4) VOLUME 35 OF OFFICIAL PLANS, PAGES 44-45, M.C.R.

**SHEET 6**

**SHEET 3**



SEE SHEET 7 FOR CURVE, LINE AND RADIAL LINE TABLES

**SHEET 4**

**TRACT NO: 2016-01**  
**EAST CENTER, PHASE 1**

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF LOS BAÑOS, MERCED COUNTY, CALIFORNIA  
 JULY 2016



**REFERENCED RECORD DOCUMENTS**  
 MERCED COUNTY RECORDS  
 (R-1) VOLUME 44 OF SURVEYS, PAGES 3-4, M.C.R.  
 (R-2) VOLUME 115 OF PARCEL MAPS, PAGES 12-13, W.D.R.  
 (R-3) VOLUME 20 OF SURVEYS, PAGES 8-12, M.C.R.  
 (R-4) VOLUME 33 OF OFFICIAL PLATS, PAGES 44-48, M.C.R.

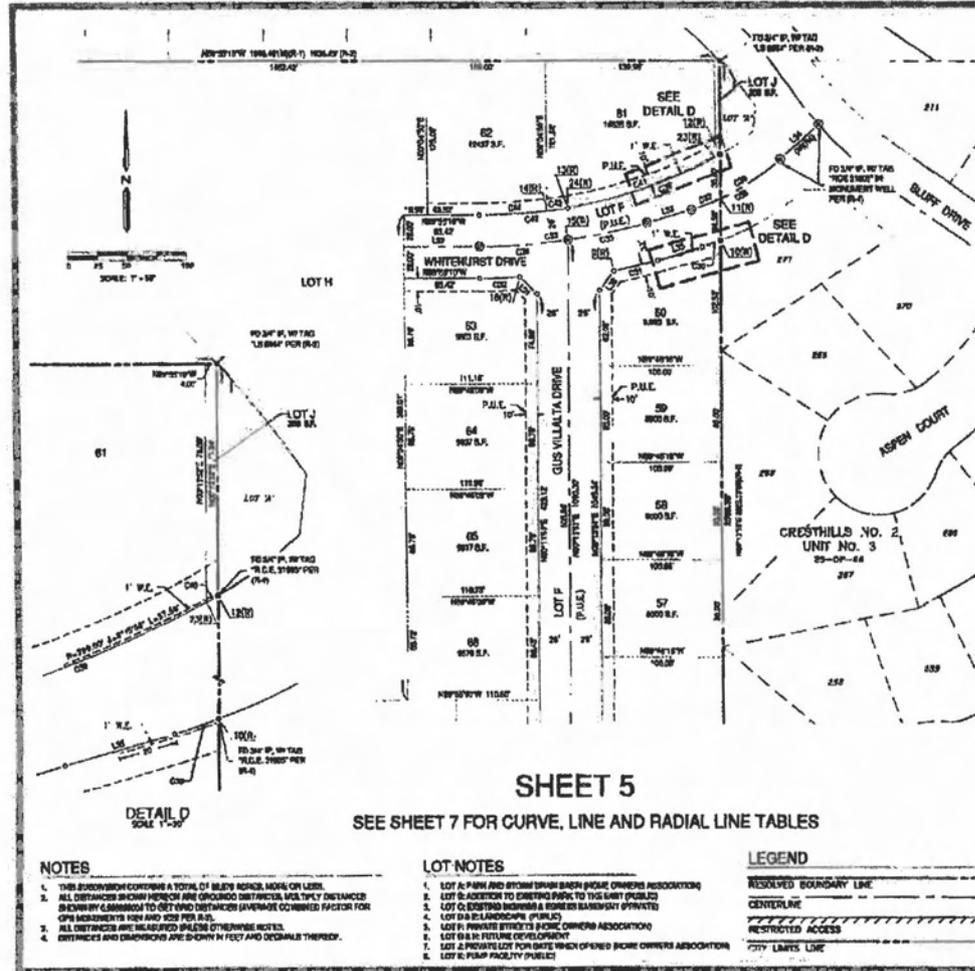
**MONUMENT NOTES**

- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7780" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7780" FOR CONCRETE AREAS
- ⊙ SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7780" IN MONUMENT WELL
- † SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7780" FOR ALL FRONT AND REAR LOT CORNERS
- SET 3.00" WOODEN DIMENIA, UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, TANGENT LINE OR PERPENDICULAR TO LAMOLA STREET CENTERLINE AS NOTED, 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7780"
- SET 1.00" WOODEN CORNER IN STREETLINE, MEASURED ALONG PAVEMENT LINE OR PERPENDICULAR TO LAMOLA STREET CENTERLINE AS NOTED, 1.17" BRASS DISK STAMPED "PLS 7780"
- FOUND 3/4" IRON PIPE BAGGED "PLS 7780" FOR (R-1), UNLESS OTHERWISE NOTED
- ⊙ FOUND MONUMENT AS NOTED IN MONUMENT WELL

**ABBREVIATIONS**

FD	FOUND
IP	IRON PIPE - DIMENSION NOTED
DA	MEASURED DISTANCE
W	WALL, WSP
R.A.P.	100' A PART
OP	OFFICIAL PLATS
FW	FENCE, WSP
P.U.E.	PUBLIC UTILITY CASEMENT
M.C.R.	MERCED COUNTY RECORDS
R-1	REFERENCED RECORD DOCUMENT
(D)	DIAMETER
RS	RECORD OF SURVEY
S.F.	SQUARE FEET
S.F.	SQUARE FOOT
W.C.	WOODEN CORNER
W.L.	1 FOOT WIDE WALL CASEMENT

VOL \_\_\_\_\_ PAGE \_\_\_\_\_ SHEET 6 OF 7



**SHEET 5**

SEE SHEET 7 FOR CURVE, LINE AND RADIAL LINE TABLES

- NOTES**
1. THIS SUBDIVISION CONTAINS A TOTAL OF SEVEN MONUMENT WELLS OF VARIOUS TYPES.
  2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY CURVATURE TO GET TRUE DISTANCES (AVERAGE CURVATURE FACTOR FOR OPEN MEASUREMENTS 1.00 AND 1.00 FOR B.S.).
  3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
  4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

- LOT NOTES**
1. LOT 53 IS PART AND REMAIN THEREOF (PIONEER OWNERS ASSOCIATION)
  2. LOT 54 IS PART OF EXISTING PARK TO THE WEST (PUBLIC)
  3. LOT 55 IS PART OF EXISTING BARRIERS & BARRIERS BARRIERS (PRIVATE)
  4. LOT 56 IS LANDSCAPE (PUBLIC)
  5. LOT 57 IS PRIVATE STREET TO HOME OWNERS ASSOCIATION
  6. LOT 58 IS FUTURE DEVELOPMENT
  7. LOT 59 IS PRIVATE LOT FOR BARRIERS WHICH OPENED FROM OWNERS ASSOCIATION
  8. LOT 60 IS PARK FACILITY (PUBLIC)

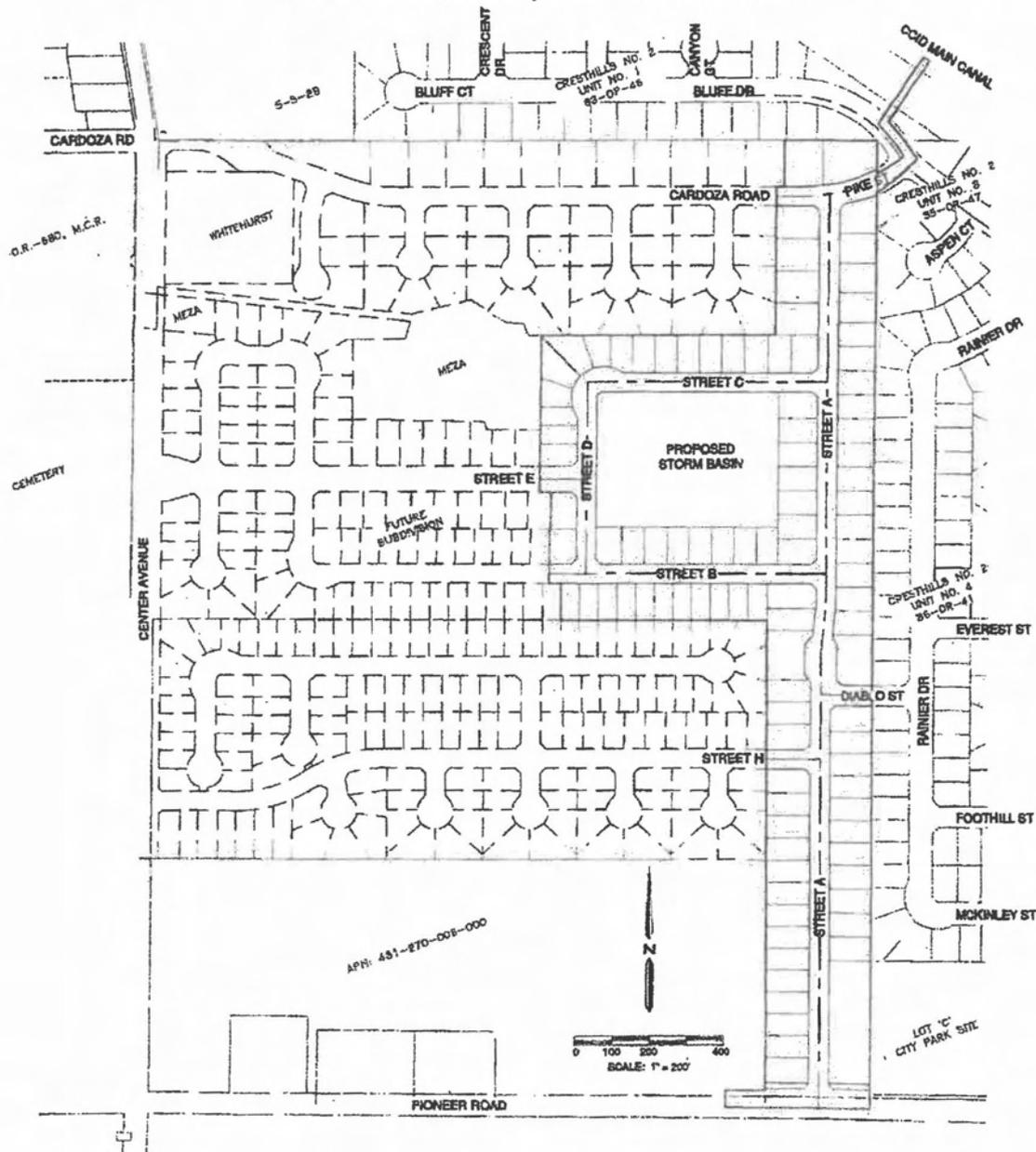
- LEGEND**
- RESERVED BOUNDARY LINE
  - CENTERLINE
  - RESTRICTED ACCESS
  - CITY LIMITS LINE



# EAST CENTER - PHASE 1

## SUBDIVISION IMPROVEMENT PLANS

### LOS BANOS, CALIFORNIA





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:** June 5, 2019  
**TYPE OF REPORT:** Consent Item  
**SUBJECT:** Final Tract Map No. 2017-03 Sunrise Ranch

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**Recommendation:**

That the City Council adopts the Resolution approving Final Tract Map No. 2017-03 Sunrise Ranch

**Background:**

The Tentative Tract Map No. 2017-03 was approved by the City of Los Banos Planning Commission on November 14, 2018 by Resolution No. 2018-32. In February 2019, the Public Works staff was contacted by the developer, Trevino Pioneer, A California Limited Liability Company, for Final Map approval.

**Discussion:**

The subject is generally located within the area bounded by B Street to the north, Place Road to the west, San Luis Street to the south, and Jo-Lin Park Manor subdivision to the east, more specifically identified as APN. 428-080-001. The applicant is Trevino Pioneer, a California limited liability company. The map consists of Lots 1, 2, 3, and 4, on 43± acres. This Final Tract Map subdivides the subject property into large lots for future residential subdivision phasing purposes. This Final Tract Map is in substantial compliance with Tentative Subdivision Map No. 2017-03.

**Fiscal Impact:**

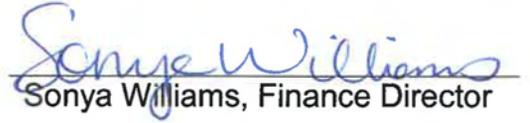
All required processing, development, plan check and inspection fees have been paid.

**Reviewed by:**



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Alex Terrazas, City Manager



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Sonya Williams, Finance Director

**Attachments:**

Resolution

Exhibit A Legal Description

Exhibit B Final Map

Site Map

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS BANOS APPROVING AND  
ADOPTING FINAL TRACT MAP NO. 2017-03  
SUNRISE RANCH**

WHEREAS, there has been submitted to the City Council of the City of Los Banos Tract Map No. 2017-03 Sunrise Ranch, and,

WHEREAS, the large lot subdivision consists of Lots 1, 2, 3, and 4, on 43± acres;  
and

WHEREAS, the Public Works Director/City Engineer has approved the Final Map, the plan check and inspection fees have been paid in full, and said Final Tract Map has been submitted to the City Council of the City of Los Banos for approval.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby approve and adopt Final Tract Map No. 2017-03 Sunrise Ranch for the real property described in Exhibit "A", shown in Exhibit "B" and authorize recording based upon the following findings:

1. Final Map is in substantial compliance with Tentative Map No. 2017-03.
2. All required processing, development, plan check, and inspection fees have been paid.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5<sup>th</sup> day of June, 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

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 428-080-001-000**

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE EAST HALF OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 10 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89 DEG. 38' WEST 1445.06 FEET FROM THE EAST QUARTER SECTION CORNER OF SAID SECTION 13, SAID POINT OF BEGINNING BEING ON THE CENTER LINE OF A 40.00 FOOT ROAD; THENCE SOUTH 0 DEG. 29 3/4' EAST, 861.41 FEET; THENCE NORTH 89 DEG. 45' WEST 1099.89 FEET TO THE CENTER LINE OF A 40.00 FOOT ROAD; THENCE NORTH 0 DEG. 29 3/4' WEST ALONG SAID CENTER LINE 1748.70 FEET; THENCE SOUTH 89 DEG. 20' EAST 1100.00 FEET; THENCE SOUTH 0 DEG. 29 3/4' EAST 879.34 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S. 0 DEG. 29'45" E. 1753.10 FEET FROM THE QUARTER SECTION CORNER ON THE NORTH LINE OF SECTION 13, T. 10 S., R. 10 E., M.D.B. & M.; THENCE N. 89 DEG. 20' W. 762.50 FEET; THENCE S. 0 DEG. 53' E. 17.35 FEET; THENCE S. 88 DEG. 45'50" E. 762.60 FEET; THENCE S. 89 DEG. 20' E. 1100.0 FEET; THENCE N. 0 DEG. 29'45" W. 25.0 FEET; THENCE N. 89 DEG. 20' W. 1100.0 FEET TO THE POINT OF BEGINNING, AS CONVEYED BY GRANT DEED RECORDED IN VOLUME 1645, OFFICIAL RECORDS, PAGE 301, MERCED COUNTY RECORDS

**OWNER'S STATEMENT**

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OR HAVE SOME RIGHT, TITLE, OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP. WE ALSO HEREBY OFFER AN IRREVOCABLE DEDICATION TO THE CITY OF LOS BANOS AS EASEMENTS FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS (PUE); WE ALSO HEREBY OFFER AN IRREVOCABLE DEDICATION TO THE CITY OF LOS BANOS IN FEE FOR PUBLIC USE, ALL STREET RIGHTS OF WAY, ALL AS SHOWN ON THIS MAP.

OWNER: TREVINO PIONEER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
GREG HOSTETLER - MANAGER  
TRUSTEE: FIDELITY NATIONAL TITLE COMPANY  
BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**TRACT NO. 2017-03  
SUNRISE RANCH**

BEING A SUBDIVISION OF A PORTION OF THE EAST HALF OF SECTION 13,  
TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO MERIDIAN  
CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA  
DECEMBER 2018



**BENCHMARK ENGINEERING, INC.**

507 J STREET, LOS BANOS, CALIFORNIA, 93635

**SURVEYOR'S STATEMENT**

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TREVINO PIONEER, LLC, IN MARCH 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LOS BANOS, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**MICHAEL HALTERMAN, PLS. 83640**  
MICHAEL HALTERMAN L.S. 8040



**CITY SURVEYOR'S STATEMENT**

I HEREBY STATE THAT AT THE REQUEST OF THE CITY ENGINEER OF THE CITY OF LOS BANOS, I HAVE EXAMINED THIS FINAL MAP AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT AND COMPLIES WITH APPLICABLE PROVISIONS OF THE SUBDIVISION MAP ACT.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**RYAN J. SCHISSL, P.L.S. 8366**  
RYAN J. SCHISSL  
REVIEWING CITY SURVEYOR

**CITY ENGINEER'S STATEMENT**

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND STATE THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES OF THE CITY OF LOS BANOS AND MERCED COUNTY, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**MARK FACHIN, R.C.E. 34614**  
MARK FACHIN  
CITY ENGINEER

**CITY CLERK'S STATEMENT**

I, LUCILLE L. MALLONEE, CITY CLERK OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, DO HEREBY STATE THAT AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, HELD ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, THE ACCOMPANYING FINAL MAP OF "TRACT NO. 2017-03, SUNRISE RANCH" WAS APPROVED; ACCEPTED ON BEHALF OF THE PUBLIC, FOR PUBLIC USE, THE OFFER OF DEDICATION IN EASEMENT OF ALL PUBLIC UTILITY EASEMENTS (PUE); AND THE OFFER OF DEDICATION IN FEE OF THE STREET RIGHTS-OF-WAY, SUBJECT TO ACCEPTANCE OF IMPROVEMENT OF SAID STREETS, AND ACKNOWLEDGE THE ABANDONMENT OF THE FORTY FOOT WIDE PUBLIC ROAD AS DEDICATED BY DOCUMENT FILED IN VOLUME 309 OF OFFICIAL RECORDS, PAGE 17, MERCED COUNTY RECORDS; ALL AS SHOWN ON THIS FINAL MAP.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**LUCILLE L. MALLONEE, CITY CLERK**  
CITY OF LOS BANOS

**RECORDER'S STATEMENT**

FILED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_ O'CLOCK \_\_\_\_ M.

IN BOOK \_\_\_\_ OF OFFICIAL PLATS, AT PAGES \_\_\_\_\_, M.C.R.

AT THE REQUEST OF TREVINO PIONEER, LLC.

FEE: \_\_\_\_\_  
BARBARA J. LEVEY, COUNTY RECORDER BY: \_\_\_\_\_, DEPUTY

**NOTARY STATEMENT**

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE: \_\_\_\_\_ COMMISSION NUMBER: \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTARY STATEMENT**

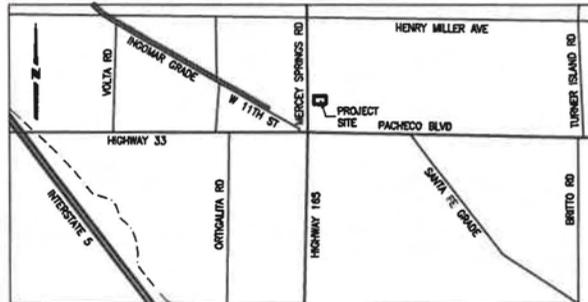
A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF \_\_\_\_\_  
ON \_\_\_\_\_, 20\_\_\_\_, BEFORE ME, \_\_\_\_\_  
A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE: \_\_\_\_\_ COMMISSION NUMBER: \_\_\_\_\_  
PRINCIPAL COUNTY OF BUSINESS: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_



**PLANNING COMMISSION STATEMENT**

I, STACY SOUZA ELMS, DIRECTOR FOR THE CITY OF LOS BANOS COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO. 2017-03, SUNRISE RANCH", AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AND THAT THIS FINAL MAP OF "TRACT NO. 2017-03, SUNRISE RANCH" COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

**STACY SOUZA ELMS, COMMUNITY AND ECONOMIC DEVELOPMENT DIRECTOR**  
CITY OF LOS BANOS

**RIGHT TO FARM STATEMENT**

PER MERCED COUNTY ORDINANCE NO. 1213:

THE PROPERTY DESCRIBED ON THE HEREDIN SHOWN MAP IS IN THE VICINITY OF LAND UTILIZED FOR AGRICULTURAL PURPOSES AND RESIDENTS OF THIS PROPERTY MAY BE SUBJECT TO INCONVENIENCE OR DISCOMFORT ARISING FROM THE USE OF AGRICULTURAL OPERATIONS, INCLUDING, BUT NOT LIMITED TO, PESTICIDES AND FERTILIZERS, AND FROM THE PURSUIT OF AGRICULTURAL OPERATIONS INCLUDING, BUT NOT LIMITED TO, PLOWING, SPRAYING, AND BURNING WHICH OCCASIONALLY MAY GENERATE DUST, SMOKE, NOISE, AND ODOOR.

THE COUNTY OF MERCED HAS ESTABLISHED AGRICULTURE AS A PRIORITY USE IN AGRICULTURAL ZONES WHICH ARE OUTSIDE OF AN ESTABLISHED SPECIFIC URBAN DEVELOPMENT (SUOP) BOUNDARY, RURAL RESIDENTIAL CENTER (RRC) BOUNDARY, HIGHWAY INTERCHANGE CENTER (HIC) BOUNDARY, OR AGRICULTURAL SERVICE CENTER (ASC) BOUNDARY, AND RESIDENTS OF PROPERTY IN THE VICINITY OF SUCH AGRICULTURAL ZONES SHOULD BE PREPARED TO ACCEPT INCONVENIENCE OR DISCOMFORT FROM NORMAL, NECESSARY AGRICULTURAL OPERATIONS.

Exhibit 'B'

**TRACT NO. 2017-03  
SUNRISE RANCH**

BEING A SUBDIVISION OF A PORTION OF THE EAST HALF OF SECTION 13,  
TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT Diablo MERIDIAN  
CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA  
DECEMBER 2018

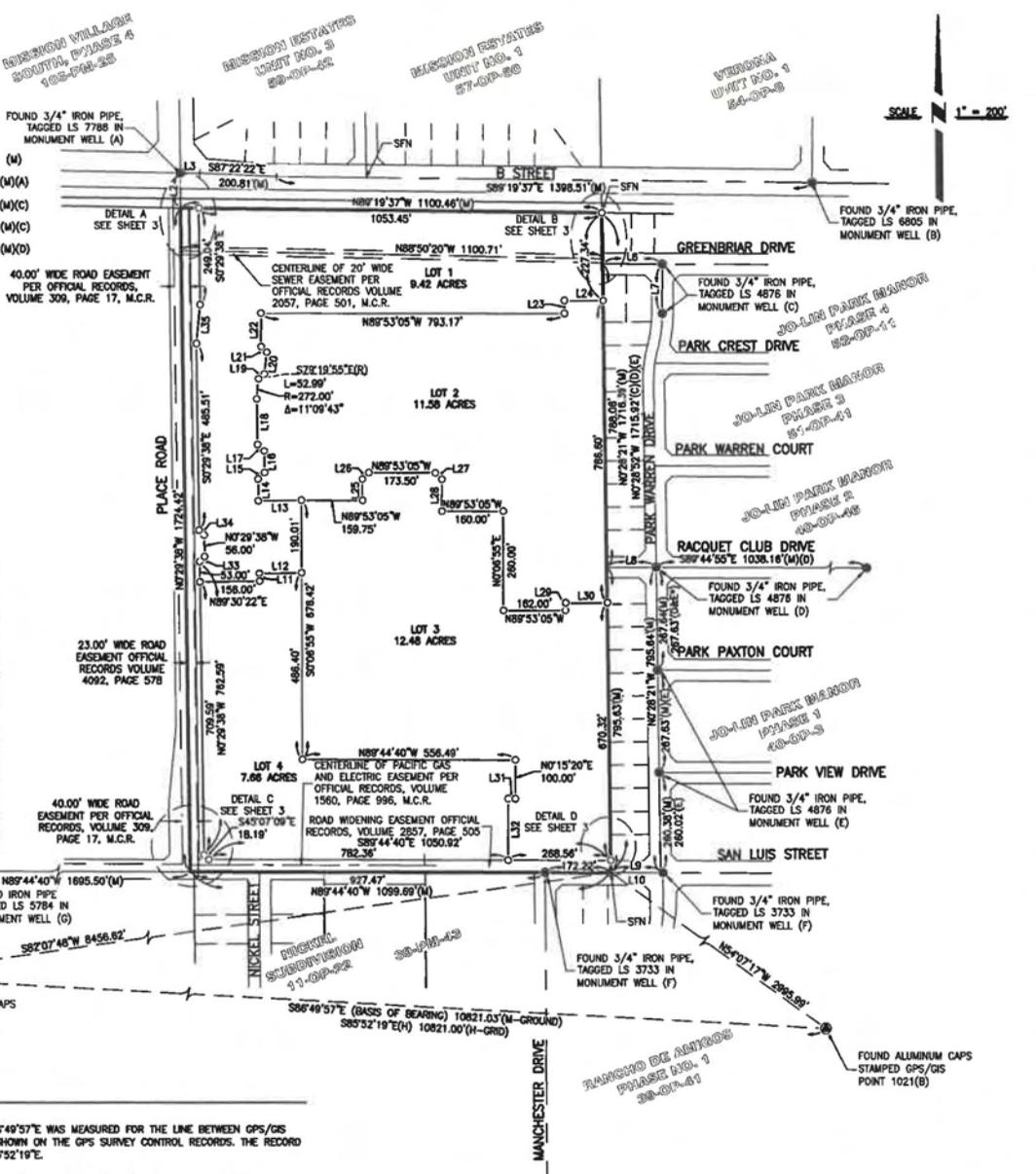
**BENCHMARK ENGINEERING, INC.**

507 J STREET, LOS BANOS, CALIFORNIA, 93635



SCALE 1" = 200'

LINE	BEARING	DISTANCE
L2	N72°35'W	90.86'
L3	S89°19'54"E	51.14'
L6	S89°44'55"E	195.62'
L7	S0°15'05"W	128.00'
L8	S89°44'55"E	129.01'
L9	N89°44'40"W	129.01'
L10	N89°44'40"W	135.75'
L11	N72°38'W	20.61'
L12	N89°30'22"E	110.44'
L13	N89°30'22"E	112.46'
L14	N72°38'W	56.31'
L15	N44°48'38"E	24.17'
L16	S0°15'49"E	56.01'
L17	N45°11'21"W	23.91'
L18	S0°29'38"E	118.23'
L19	N50°23'30"E	19.17'
L20	N7°15'22"E	56.44'
L21	S44°53'05"E	21.21'
L22	N0°06'55"E	85.00'
L23	S0°06'55"W	34.16'
L24	N89°53'05"W	100.97'
L25	S0°06'55"W	55.29'
L26	S45°06'59"W	24.04'
L27	N44°53'05"W	24.04'
L28	N0°06'55"E	83.00'
L29	S0°06'55"W	19.80'
L30	N89°53'05"W	109.04'
L31	S89°44'40"E	19.24'
L32	N7°15'20"E	160.00'
L33	S44°30'22"W	18.36'
L34	S45°29'38"E	18.36'
L35	N5°47'01"E	100.60'



**LEGEND**

- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
- FOUND MONUMENT AS NOTED
  - ⊙ FOUND MONUMENT IN MONUMENT WELL, AS NOTED
  - ⊙ FOUND GPS MONUMENT, AS SHOWN ON REF. (H)
  - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
  - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
  - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 AT ALL LOT CORNERS, AND LOT ANGLE POINTS, UNLESS NOTED AS A WITNESS CORNER
- SWC ○ OFFICIAL RECORDS  
 D.N. DOCUMENT NUMBER  
 R.S. RECORD OF SURVEY  
 P.M. PARCEL MAP  
 O.P. OFFICIAL PLATS  
 (M) MEASURED ON THIS SURVEY  
 (R) RADIAL BEARING  
 SFN SEARCHED, FOUND NOTHING  
 PUE PUBLIC UTILITY EASEMENT  
 C42 CURVE TABLE REFERENCE  
 L99 LINE TABLE REFERENCE  
 \* CALCULATED FROM REFERENCE

**SUBDIVISION SUMMARY**

4 LOTS STREET	41.14 ACRES
TOTAL	43.44 ACRES

**REFERENCES**

- (A) MISSION VILLAGE SOUTH, PHASE 4, VOLUME 105 OF PARCEL MAPS, PAGES 25-26, M.C.R.
- (B) VERONA, UNIT NO. 1, VOLUME 54 OF OFFICIAL PLATS, PAGES 8-11, M.C.R.
- (C) JO-LIN PARK MANOR PHASE 4, VOLUME 52 OF OFFICIAL PLATS, PAGES 11-13, M.C.R.
- (D) JO-LIN PARK MANOR PHASE 2, VOLUME 46 OF OFFICIAL PLATS, PAGES 44-48, M.C.R.
- (E) JO-LIN PARK MANOR PHASE 1, VOLUME 40 OF OFFICIAL PLATS, PAGES 3-6, M.C.R.
- (F) RANCHO DE AMIGOS PHASE NO. 1, VOLUME 39 OF OFFICIAL PLATS, PAGES 41-44, M.C.R.
- (G) FINAL TRACT MAP 2007-11, VOLUME 78 OF OFFICIAL PLATS, PAGES 11-12, M.C.R.
- (H) GPS SURVEY CONTROL NETWORK, VOLUME 28 OF SURVEY, PAGES 9-12, M.C.

**NOTES**

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.
4. PURSUANT TO SECTION 66434(g) OF THE CALIFORNIA SUBDIVISION MAP ACT, THE FORTY FOOT WIDE PUBLIC ROAD AS DEDICATED BY THE DOCUMENT FILED IN VOLUME 309 OF OFFICIAL RECORDS PAGE 17, MERCED COUNTY RECORDS, IS HEREBY VACATED.

**BASIS OF BEARINGS**

AN OBSERVED BEARING OF S86°49'57"E WAS MEASURED FOR THE LINE BETWEEN GPS/GS 1020 AND GPS/GS 1021 AS SHOWN ON THE GPS SURVEY CONTROL RECORDS. THE RECORD BEARING FOR THIS LINE IS S85°52'19"E.



# SUNRISE RANCH

428-080-001 43+/- Ac.





City of  
**Los Banos**  
At the Crossroads of California

## Agenda Staff Report

**TO:** Mayor and Council Members

**FROM:** Lucy Mallonee, MMC *LM*  
City Clerk/Human Resources Director

**DATE:** June 5, 2019

**TYPE OF REPORT:** Consent Agenda

**SUBJECT:** Awarding Contract for Legal Advertising to the Los Banos Enterprise for Fiscal Year Ending June 30, 2020 and Authorizing and Directing the City Manager to Execute the Agreement

---

### Recommendation:

Award the annual legal advertising contract to the Los Banos Enterprise for the Fiscal Year 2019-2020.

### Background:

The City's legal advertising contract expires on June 30, 2019. On April 15, 2019 the City released a Request for Proposals (RFP) for Legal Advertising for the Fiscal Year 2019-2020 and received one (1) response from the Los Banos Enterprise.

### Discussion:

The California Government Code requires that the City publish legal advertising in a newspaper of general circulation:

Whenever any official advertising, notice, resolution, order, or other matter of any nature whatsoever is required by law to be published in a newspaper, such publication shall be made only in a newspaper of general circulation. (Cal. Government Code §6040)

The Public Contract Code requires that each year cities that have more than one (1) newspaper of general circulation publish a notice inviting bids for the publication of legal notices.

“Annually before the beginning of the fiscal year, in cities where there is more than one newspaper of general circulation printed and published, the legislative body shall publish a notice inviting bids and contract for the publication of legal notices required to be published in such a newspaper. The contract shall include the printing and publishing of all such legal notices during the fiscal year. If there is only one such newspaper, the legislative body may contract with it without advertising for bids.” (Cal. Public Contract Code §20169)

A Notice of Request for Proposals (RFP) was mailed to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and classified and display advertisements. The Notice was published in the Los Banos Enterprise on April 26, 2019 and May 3, 2019, and e-mailed to: the Los Banos Enterprise and The Paper. In addition, the Notice was posted on the City’s website.

One (1) response was received from The Los Banos Enterprise which provided documentation verifying adjudication as a newspaper of general circulation within Merced County as required by California State Law for the publishing of legal notices. The Los Banos Enterprise also provided documentation through an independent audit verifying circulation numbers for twenty-four (24) months ending March 31, 2019.

The Los Banos Enterprise is published once a week on Friday and has the ability to publish employment classified ads in multiple area publications. There is a three (3) day lead time (two (2) day lead time for classified ads) for advertising.

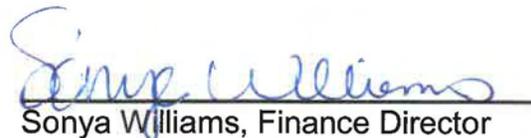
**Fiscal Impact:**

The City budgeted \$12,150.00 for advertising in the current fiscal year. Actual legal advertising costs will vary depending on the number of necessary legal advertisements throughout the year.

**Reviewed by:**



Alex Terrazas, City Manager



Sonya Williams, Finance Director

**Attachments:**

RFP  
Response  
Resolution



City of  
**Los Banos**  
*At the Crossroads of California*

**REQUEST FOR PROPOSALS  
FOR  
LEGAL NOTICES, CLASSIFIED AND DISPLAY  
ADVERTISING SERVICES**

**Release Date**  
April 15, 2019

**Deadline for Submissions**  
May 15, 2019 at 2:00 P.M.

**Contact Person**  
Lucille L. Mallonee, MMC, City Clerk  
City of Los Banos  
520 J Street  
Los Banos, CA 93635  
(209) 827-2412

**REQUEST FOR PROPOSALS  
LEGAL NOTICES, CLASSIFIED AND DISPLAY ADVERTISING SERVICES  
CITY OF LOS BANOS**

**INTRODUCTION**

The City of Los Banos is accepting qualified proposals for legal notices, classified employment and display advertising services, in accordance with this Request for Proposal. Each Proposer must make a proposal on each element of the scope of work. In order to best meet its needs, the City reserves the right to contract for each element individually, as a package, or make multiple awards, in the City's sole discretion.

Each proposer is encouraged to identify other services beyond the minimum required services, which can be provided to address the City's needs and describe any approaches that would reduce City costs and/or increase advertising efficiency and effectiveness.

The City reserves the right to contract for legal notices, classified employment and display advertising services with multiple Proposers.

**SCOPE OF WORK**

The scope of services desired includes print advertising for a variety of City functions, specifically legal notices, classified employment advertisements, and general purpose display advertisements. The scope for all services includes, at a minimum:

1. Proposer shall have the capability to receive typeset/copy materials and proofs via email. Proposer shall provide City with an email address to be used for transmission of typeset matter.
2. City departments may require that a draft of the publication be submitted for proofreading prior to publication. If errors are found after the sample proof has been checked, a revised corrected proof shall be submitted immediately to said department for approval prior to the publication of the printed advertisements or notices. All printing done hereunder that does not strictly comply with the approved proof furnished by the department originating such publication shall be corrected and republished by and at the expense of the Proposer.
3. Advertisements and notices shall be placed in the body, or newspaper section identified by the City, of the Proposer's publication or the City requested publication and shall be published for the number of days directed by the requesting City staff member.
4. The Proposer will provide deadlines and submittal instructions.
5. The Proposer shall submit proof of publication/tearsheet to the requesting City department or provide an online pathway to download the proof of publication/tearsheet and invoice in order to authorize payment by the City.
6. The publication rates proposed shall not exceed the customary rate charged by the Proposer for publication of legal notices, classified and display advertisements.
7. It is preferred that the Proposer have an office in the City of Los Banos to facilitate delivery of materials if necessary.

8. The Proposer should be aware that on occasion, emergency situations may require special handling to meet specific dates. The Proposer must agree and be prepared to assist the City in these special situations.

9. The Agreement that may be awarded shall be valid from the date of approval by the Los Banos City Council through June 30, 2020.

**A. Legal Notices Advertising Scope of Work includes:**

1. The successful Proposer must have obtained a Judicial Decree from the Merced County Superior Court establishing it as having status of a newspaper in general circulation in the County of Merced at the time of the award of contract. The newspaper publication shall be published for the dissemination of local news and intelligence of a general character.

2. Attached to and becoming a part of the proposal and contract shall be proof that the newspaper publication quoted by the Proposer is in general circulation within the City of Los Banos as set forth in California Government Code Sections 6000-6008.

3. Printing and publishing all ordinances, notices, regulations, and advertisements of a legal nature that may be required by any City Department. The Proposer shall furnish an affidavit of posting to the designated representative of the City Department placing the advertisement within three (3) working days after publication, together with a statement of the charges.

4. In the event that the Proposer awarded the legal advertising contract for the City is unable to publish on the date required by the City to satisfy state law requirements, the City may choose an alternative Proposer in order to meet publication deadline/requirements.

**B. Classified Employment Advertising Scope of Work includes:**

1. Proposer shall, as a standard element of the publication(s), offer a clearly identified section devoted to and labeled as advertisements for employment opportunities, jobs available or similar identification, and agree to publish employment classified advertisements under the conditions agreed to in this contract.

2. In the event a classified employment advertisement is not published as scheduled when presented prior to printed deadlines, or is published in error, an error being a deviation from text provided by the City, there shall be no cost for the erroneous publication and a correct advertisement will be published on a similar day at no cost to the City.

**C. General Display Advertising Scope of Work includes:**

1. The Proposer shall have the ability to receive advertisements in electronic format in order to increase the ability to produce a high quality display advertisement.

2. If artwork is required, the City staff member who is working on the display advertisement will work with the Proposer in developing a proof. Prior to publication, the final proof, artwork included, will require approval by the City staff member placing the advertisement request.

3. In the event a display advertisement is not published as scheduled when presented prior to printed deadlines, or is published in error, an error being a deviation from the final approved proof by the City, there shall be no cost for the erroneous publication and a correct advertisement will be published on a similar day at no cost to the City.

## GENERAL PROVISIONS

1. Proposals shall be submitted in an envelope marked "Legal Notices, Classified and Display Advertising RFP" in the bottom left hand corner and shall be delivered to the City Clerk of the City of Los Banos, 520 J Street, Los Banos, CA 93635. Faxed or e-mailed proposals will not be accepted. Late proposals will not be accepted. With regard to any proposal sent by mail to the City, the proposer will be solely responsible for its delivery to the City prior to the date and hour set forth herein. Any proposals received subsequent to the date and hour set forth herein, because of delayed mail delivery or any other reason, will not be considered by the City.
2. Copies of the Request for Proposals (RFP) may be obtained at the City Clerk's Office, City Hall, 520 J Street, Los Banos, CA 93635 or online at [www.losbanos.org](http://www.losbanos.org). Said specifications, proposal forms, and contract documents are hereby referred to and incorporated herein and made a part by reference and all quotations must strictly comply therewith. Any questions regarding the document may be posed in writing to the City Clerk, City of Los Banos, 520 J Street, Los Banos CA 93635 or by email at [cityclerk@losbanos.org](mailto:cityclerk@losbanos.org).
3. The City reserves the right to accept in whole or part or reject any and all proposals and to waive any informalities in the proposal process, and all proposals are binding for a period of ninety (90) days after the proposal opening and may be retained by the City for examination and comparison, as specified in the contract documents. The award of contract shall be made by the Los Banos City Council.
4. The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers or information is provided.
5. The City reserves the right to reject any or all of the proposals received, to negotiate with qualified bidders, or to cancel the request for proposals in part or in its entirety without explanation to the bidders. The City may interview those bidders whose proposals were scored highest.
6. The City reserves the right to revise or amend the request for proposal up to the time set for opening of proposals. Such revisions and amendments, if any, shall be announced by amendments to this solicitation. Copies of such amendments shall be furnished to all prospective Proposers. If the changes are material, the date set for opening of proposals may be postponed. In any case, the proposal opening shall be at least five (5) working days after the last amendment; and the amendment shall include an announcement of the new date, if applicable, for the opening of proposals.
7. The Proposer must submit proposals for all three (3) types of print advertising.
8. The City reserves the right to award contracts to multiple proposers.
9. Each Proposer shall be held responsible for familiarizing themselves with requirements of the scope of work.
10. Proposals must be made on the forms furnished by the City. Do not remove any of the pages herein but submit as a complete package with any additional information to be provided by the Proposer.
11. A sample of a City of Los Banos contract is attached.

12. The City reserves the right to evaluate each proposal based on several qualifications including circulation of the paper, days published, experience, samples, ability to respond, lead time, and cost. Although cost is one of the evaluating factors, the City is not bound to award the contract based on price alone.

13. Prices quoted on the proposal shall be in effect from date of proposal until June 30, 2020.

14. Each proposal shall contain copies of the following for evaluation purposes:

- Previously published legal notices
- Display advertising
- Classified advertising
- Documentation verifying circulation numbers
- Judicial decree of adjudication
- Current business license certificate

**PROPOSAL FORM**  
(Must be filled out completely)

**1. GENERAL INFORMATION**

NEWSPAPER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PUBLISHER: \_\_\_\_\_ CONTACT: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

DATE OF CURRENT ADJUDICATION: \_\_\_\_\_

CURRENT LOS BANOS BUSINESS LICENSE NUMBER: \_\_\_\_\_

**PAID CIRCULATION CITY OF LOS BANOS**

HOME DELIVERY AND MAIL: \_\_\_\_\_

SINGLE COPY SALES: \_\_\_\_\_

OTHER: \_\_\_\_\_

**PAID CIRCULATION OUTSIDE CITY OF LOS BANOS**

HOME DELIVERY AND MAIL: \_\_\_\_\_

SINGLE COPY SALES: \_\_\_\_\_

OTHER: \_\_\_\_\_

UNPAID DISTRIBUTION CITY OF LOS BANOS: \_\_\_\_\_

UNPAID DISTRIBUTION OUTSIDE CITY OF LOS BANOS: \_\_\_\_\_

NUMBER OF DAY(S) PER WEEK PUBLISHED: \_\_\_\_\_

DAY(S) OF THE WEEK PUBLISHED: \_\_\_\_\_

REQUIRED LEAD TIME FOR PUBLICATION: \_\_\_\_\_

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: \_\_\_\_\_

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? \_\_\_\_\_

**2. PRICE INFORMATION**

LEGAL NOTICES:

Cost per line per column                      \$ \_\_\_\_\_ Column size \_\_\_\_\_

Cost per inch per column                      \$ \_\_\_\_\_ Column size \_\_\_\_\_

Cost for subsequent runs                      \$ \_\_\_\_\_

Discount for camera ready electronic  
Submission via the internet or e-mail                      \$ \_\_\_\_\_

Cost of attached legal notice                      \$ \_\_\_\_\_

**DISPLAY ADVERTISEMENTS:**

Cost per line per column \$ \_\_\_\_\_ Column size \_\_\_\_\_

Cost per inch per column \$ \_\_\_\_\_ Column size \_\_\_\_\_

Cost for subsequent runs \$ \_\_\_\_\_

Discount for camera ready electronic  
Submission via the internet or e-mail \$ \_\_\_\_\_

Cost of attached display advertisement \$ \_\_\_\_\_

**CLASSIFIED ADVERTISEMENTS:**

Cost per line per column \$ \_\_\_\_\_ Column size \_\_\_\_\_

Cost per inch per column \$ \_\_\_\_\_ Column size \_\_\_\_\_

Cost for subsequent runs \$ \_\_\_\_\_

Discount for camera ready electronic  
Submission via the internet or e-mail \$ \_\_\_\_\_

Cost of attached classified advertisement \$ \_\_\_\_\_

**PLEASE NOTE:** Each proposal shall include copies of:

- Previously published legal notices
- Display advertising
- Classified advertising
- Documentation verifying circulation numbers
- Judicial decree of adjudication
- Current business license certificate

CITY OF LOS BANOS  
AGREEMENT FOR LEGAL NOTICES,  
CLASSIFIED AND DISPLAY ADVERTISING SERVICES

THIS AGREEMENT, made and executed this \_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Los Banos, hereinafter referred to as "City", and \_\_\_\_\_ hereinafter referred to as "Newspaper", a newspaper of general circulation within the City of Los Banos.

RECITALS

Whereas, City is a general law city, formed and existing pursuant to the provisions of the California Government Code; and

Whereas, City published a Request for Proposals for Legal Advertising on April 26, 2019 and May 3, 2019; and

Whereas, City now desires to enter into an agreement with Newspaper, a newspaper of general circulation within the City of Los Banos, provide the publishing of for legal notices, classified and display advertising.

AGREEMENT

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

1. The Request for Proposals, Proposal, and all amendments thereof, copies of which are attached hereto, are hereby incorporated in and make a part of this Agreement by reference, as though fully set forth herein and all of the foregoing shall constitute the Contract documents. If there is any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.
2. The term of this Agreement shall be for a period beginning July 1, 2019, and ending June 30, 2020.
3. Newspaper agrees to perform the services set forth in the scope of work as specified in the Contract documents and in the manner specified therein.
4. City agrees to pay Newspaper the amount specified in the Contract documents and in the manner specified herein. Payment will be made on a calendar-month basis in arrears. The Newspaper shall submit all original invoicing with proof of publication/tearsheet to the requesting City department in order to authorize payment by City of Los Banos.
5. Time is of the essence of this Agreement.
6. Newspaper agrees that in the performance of this Agreement, Newspaper is an independent Contractor, not an employee, agent or officer of the City.
7. This Agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
8. Newspaper shall not assign this Agreement, or any part thereof, or any monies due or to become due thereunder without prior written consent of City.

9. Newspaper shall indemnify and hold harmless the City, and its officers and employees, from and against any and all claims, demands, suits, damage, injury and liability, including costs and expenses incurred in connection therewith, however caused, resulting from, arising out of, or in any way connected with the performance of the Agreement.

10. City may terminate the Agreement for convenience if in the best interests of City upon thirty (30) calendar days prior notice. In such event, Newspaper shall be paid for all services performed up to the date of termination.

11. City and Newspaper 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 or otherwise relating to this Agreement shall be filed and maintained in the Superior Court County of Merced.

12. Failure of City to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies or to properly notify Newspaper in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Newspaper of any of the warranties or obligations of this Agreement and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

13. All other notices, writings or correspondence as required by this Agreement shall be directed to City and Newspaper, respectively, as follows:

To City:

City of Los Banos  
Attn: City Clerk  
520 J Street  
Los Banos, California 93635  
209 827-7000

To Newspaper:

14. No member, official or employee of City shall be personally liable to Newspaper or any successor in interest in the event of any default or breach by City or for any amount which may become due to Newspaper or successor on any obligation under this Agreement.

15. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement. Any modifications to this Agreement shall be in writing.

16. Newspaper covenants and declares that it has obtained all necessary approvals to bind Newspaper to this Agreement and that the representative signing the Agreement is authorized to do so.

17. Newspaper shall maintain a valid City of Los Banos business license during the term of this Agreement.

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

NEWSPAPER,

Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Title: Publisher

CITY OF LOS BANOS, a California  
Municipal Corporation

Date: \_\_\_\_\_

\_\_\_\_\_  
Alejandro Terrazas, City Manager

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, MMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William A. Vaughn  
City Attorney

**PROPOSAL FORM**  
(Must be filled out completely)

**1. GENERAL INFORMATION**

NEWSPAPER NAME Los Banos Enterprise

ADDRESS 907 Sixth Street, Los Banos, CA 93635

PUBLISHER: McClatchy Company CONTACT Gene Lieb, Publisher

PHONE NUMBER (209) 388-6551 EMAIL ADDRESS: glieb@losbanosenterprise.com

DATE OF CURRENT ADJUDICATION\* June 16, 1952

CURRENT LOS BANOS BUSINESS LICENSE NUMBER\* LB-3590

PAID CIRCULATION CITY OF LOS BANOS\*  
HOME DELIVERY AND MAIL 506  
SINGLE COPY SALES 523  
OTHER: 46 - Hotels/Retail Businesses

PAID CIRCULATION OUTSIDE CITY OF LOS BANOS\*  
HOME DELIVERY AND MAIL 24  
SINGLE COPY SALES 24  
OTHER: Digital 6

UNPAID DISTRIBUTION CITY OF LOS BANOS:\* 0

UNPAID DISTRIBUTION OUTSIDE CITY OF LOS BANOS:\* 0

NUMBER OF DAY(S) PER WEEK PUBLISHED One

DAY(S) OF THE WEEK PUBLISHED Friday

REQUIRED LEAD TIME FOR PUBLICATION: Classified ads Wed by 4:30 p.m.; Legal ads Tue by 3 p.m.;  
Display ads Tues by 2 p.m.

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: Classified ads Wed by 4:30 p.m.;  
Legal ads Tue by 3 p.m.; Display ads Tues by 2 p.m.

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? No

**2. PRICE INFORMATION**

LEGAL NOTICES:

Cost per line per column \$ 1.28 Column size 1.556"

Cost per inch per column \$ 11.52 Column size 1.556"

Cost for subsequent runs \$ 1.28

Discount for camera ready electronic  
Submission via the internet or e-mail \$ N/A

# Classified Find. Buy. Sell.

WWW.LOSBANOSENTERPRISE.COM

**SELL YOUR STUFF FAST!**

209.385.2403

WWW.LOSBANOSENTERPRISE.COM

VISA MASTERCARD

### ANNOUNCEMENTS

**Misc. Announcements**

BRING PRAYER BACK TO PUBLIC SCHOOLS

SEE THE POSTER ON: Care2.com  
Search: Bennett, Royley (Post on list)

### REAL ESTATE

**Home for Rent**

**BORELLI REAL ESTATE SERVICE**

LOS BANOS

1660 E. Pacheco Blvd. # 3000

209-480-9273 ext. 3

www.borellirealestate.com

**Merced Sun-Star Subscriber Services**

24 hours a day / 7 days a week

www.mercedsunstar.com

800-540-4200

### T. Kaljian Real Estate

209-826-8864

1000 Pacific Blvd., Suite 200  
San Jose, CA 95128

1000 Pacific Blvd., Suite 200  
San Jose, CA 95128

1000 Pacific Blvd., Suite 200  
San Jose, CA 95128

### HELP WANTED

**Help Wanted**

**ENTRY LEVEL POSITIONS**

Sierra Pacific Cheese Corp  
Division Address:

Come visit us early Wednesday, May 3rd and Tuesday, May 7th from 5:00am to 12:00pm at:

Sierra Pacific Industries  
14323 Pacheco Blvd  
Castroville, CA 95009

Interested in EPL, but not this job?  
Look for future openings at:  
www.sipac.com/careers

EOE including disabled and veterans. Drug and tobacco free workplace.

**RHMC Accounting Manager**  
Salary: \$60,000/DOE

Required: Bachelor's degree AND minimum 3 years accounting experience

Duties:  
Ensures accurate, timely processing of all month accounting process including purchase orders, A/P, A/R, payroll/inventory labor, cash control, and cost production reports. Researches and reports all month general ledger accounts to manufacturing. Prepares accounts receivable and payable statements, expense accrual entries, etc. Researches and resolves all month entries, and coordinates and maintains with development of crop and capital budgets.

Email: herson@rhmc.net

### SERVICES

**Home & Business Improvement**

**GARAGE DOOR REPAIR**

Broken Springs, Off track doors,  
24/7 Free Estimates,  
(209) 331-4004

**Junk/Trash/Debris Removal**

**AFFORDABLE HAULING**

TRASH, CLEAN UP,  
SPRING CLEAN UP, Dry, Sept, Sept  
Removal & Removals, Sept 1st  
& Sept Removals, Sept 1st  
Free Est. Hike 209-233-7701

**EDWARD CLEANING & HAULING SERVICES**

Furniture - Garage - Remodeling  
Call: 408-746-5249  
Low Rates, Free Estimates

**Wood Deck - Spas - Appliances**  
Furniture - Garage - Remodeling  
Move In & Out  
Yardhouse Cleanups!

### GARAGE & YARD SALES

**Los Banos**

Los Banos 5200 Avenue Settlement  
Only 04/27, 04/30 to 3PM Antwerp,  
doilies, and children, toys,  
kitchen wares, etc.

**Garage Sales Misc.**

**Craft Shows and Sales**

**LOS BANOS FLEA MARKET**

The Friday Flea market at the  
Los Banos Fair Ground will be open  
Friday - April 29 and Friday - May 3rd  
ENJOY THE FAIR!

Visit Los Banos Flea Market on  
Facebook - 209-629-6013

### Garage Sales Misc.

**Craft Shows and Sales**

**LOS BANOS FLEA MARKET**

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### Garage Sales Misc.

**Craft Shows and Sales**

**LOS BANOS FLEA MARKET**

The Friday Flea market at the  
Los Banos Fair Ground will be open  
Friday - April 29 and Friday - May 3rd  
ENJOY THE FAIR!

Visit Los Banos Flea Market on  
Facebook - 209-629-6013

### MERCHANDISE

**Appliances**

REFRIG./LFT. CHAIR 5000  
CONDITION \$229-454-6713

**Estates Sales**

ESTATE SALE Sat May 4, 2011 7:00 AM  
Wilson Way, Wilson, San Joaquin  
County, CA 95750

**Furniture For Sale**

REFRIG./LFT. CHAIR HEAVY DUTY  
AND EXTRA VERY GOOD COND.  
\$425 209-756-2752

### Animals

**Dogs**

F2 Goldenretriever Puppies For Sale

Litter size of 10-12 males and 4  
females. 100% merle/white  
puppies required to assure your  
puppy is merle/white. We have  
the best of genetics and will be  
happy to provide you with  
\$1,700. Text: newhome@comcast.net  
209-756-2752

**MILKSTER RETRIEVER PUPS**

The purpose of the Ordinance is to establish a sidewalk vendor permit which complies with Senate Bill 666.

A sidewalk vendor is any person who sells or merchandises goods at a public sidewalk or other public space, including public parks. The law broadly defines "sidewalk vendor" to include those who sell or merchandises goods, or other non-perishable convenience, or from a mobile vehicle, or from a public sidewalk or other outdoor public space (including from a food location) or otherwise (including from above a place and stop only to complete a transaction).

The major provisions of the Ordinance are summarized as follows:  
Requires an annual administrative permit issued by the City to engage in sidewalk vending; requires a non-density agreement; Requires liability insurance; Prohibits sidewalk vending along sidewalks, pathways, courtyards, and grounds adjacent to the buildings and facilities that make up the Los Banos Commercial Center; the Los Banos City Hall; the Los Banos Courthouse; the Los Banos Public Library; the Los Banos Police Station; the Los Banos Station; the Memorial Hospital Los Banos; and along the sidewalk between Parkway Boulevard, Mercury Barnes Road, Bodner Plaz Road, Pioneer Road, H Street from 2nd Street to Bodner Plaz Road, within the Los Banos Jail Corridor and Corral Side Trails; Prohibits sidewalk vending within city roadway, median strip, or dividing section; Requires sidewalk vending in the vicinity of certified farmers' markets, flea markets, special events, schools, churches, playgrounds, athletic fields, sports stadiums and other vendors from vending in areas zoned exclusively residential; requires hours of operation; Requires proper trash disposal; Requires proper health and safety operational requirements; Requires a valid Merced County Department of Health Permit (for food vendors); Requires a California Department of Tax and Fee Administration sales tax permit; and Requires a City permit; and Requires a City permit.

The City Council will consider adoption of this Ordinance of the regular City Council Meeting scheduled for May 13, 2011.

AV Lucille L. Maltonne  
Lucille L. Maltonne, MMC  
City Clerk  
L8-49147-92.10

**REQUEST FOR PROPOSALS**

**LEGAL NOTICE CLASSIFIED AND DISPLAY ADVERTISING SERVICES**

**CITY OF LOS BANOS**

**NOTICE IS HEREBY GIVEN** that the City of Los Banos is accepting qualified proposals for the acquisition of legal notices, classified and display advertising services. Proposals shall be due no later than 2:00 P.M. on May 13, 2011.

Copies of the Request for Proposals may be obtained at the City Clerk's Office, City Hall, 501 S Street, Los Banos, CA 95203 or at the City's website: www.cityoflosbanos.com. Any questions regarding the document may be directed to the City Clerk, City of Los Banos, 501 S Street, Los Banos, CA 95203 or by email at: clark@cityoflosbanos.com.

AV Lucille L. Maltonne  
Lucille L. Maltonne, MMC  
City Clerk  
Publish: Friday, April 26, 2011  
9:00am - Friday, May 3, 2011  
L8-41782-92.10

### Automotive

**Misc. Automotive**

**ALL COMPONENTS WANTED**

Insurance # 209-629-2428  
Best Service Department  
Huge Discounts on new RV's

### Legal Notices

**LEGAL NOTICES**

**Public Notice**

Notice of Intent to Adopt the Updated  
Western San Joaquin Integrated  
Regional Water Management Plan  
and other projects to be held on  
Wednesday, May 27, 2011, at 8:30  
a.m. at the City of Los Banos, California District, Main Office, located at 1233 West 1st Street, Los Banos, CA 95203, to consider the adoption of the 2010 Western-San Joaquin Integrated Regional Water Management Plan (IRWMP). The IRWMP has been updated to incorporate the Central California Department of Water Resources' Guidelines for Water Resource Planning and other provisions of the Regional's ability to allocate water and other resources and other provisions. For questions about the IRWMP, please contact the project manager, Western-San Joaquin Integrated Regional Water Management Plan, at (209) 826-1421. The IRWMP may also be viewed at the following website: www.irwmp.com. The IRWMP is available for public review and comment from May 27, 2011 to June 10, 2011.

### Legal Notices

**RESOLUTION NO. 19-0**

**REGULATORY CHANGES**

**REGULAR BOARD MEETING**

DATE

WHEREAS, by a resolution adopted on May 23, 2010, the Board of Directors of the Central California Irrigation District established the second and fourth Wednesdays of each month as the dates for Regular meetings; and WHEREAS, it has been determined that it is no longer necessary for the Board of Directors to hold two Regular meetings per month and NOW, THEREFORE, BE IT RESOLVED that in accordance with Section 210 of the District Code, the Board will hereafter schedule one Regular meeting per month on the fourth Wednesday and one Regular meeting per month on the second Wednesday of each month. This change in meeting dates shall become effective on the date of the publication of this resolution in the Official Statement of the Los Banos Enterprise, a weekly newspaper of general circulation published in Merced County, the articles of Incorporation and the Bylaws of the District, and the Board of Directors has adopted this 2nd day of April, 2011 in Merced County, California. AYES: ERIC FONTANA, CHRIS FAZIO, JAMES HANES, O'BANION, ERIC FONTANA.

NOTICE: I, ANDREW BLOOM, AS JAMES O'BANION, President ATTEST: MARIANNE MARTIN, Secretary.

MARIANNE MARTIN, Secretary of the Board of Directors of CENTRAL CALIFORNIA IRRIGATION DISTRICT, do hereby certify that the Incorporation is a true and correct copy of a resolution adopted by said Board of Directors of said District at a regular meeting of the Board held on the 2nd day of April, 2011.

WITNESS WHEREOF, I have hereunto set my hand and the official seal of said District this 2nd day of April, 2011 at Merced County, California.

Secretary of the Board of Directors of the Central California Irrigation District.

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### Help Wanted

**Hydroelectric Plant Electrician / Hydroelectric Plant Mechanic / Hydroelectric Plant Operator**

The State of California, Department of Water Resources (DWR), Delta Field Division and San Luis Field Division, are now accepting applications for testing for Hydroelectric Plant Operator, Hydroelectric Plant Electrician I, and Hydroelectric Plant Mechanic I.

**FINAL FILING DATE: May 10, 2011**

Salary Range (all): \$7,097 - \$6,786 per month

Applicants must meet the following minimum qualifications for admission to the examination:

Either i - Completion of a recognized apprenticeship program such as: Hydroelectric plant electrician, mechanic/machinist, or operator. Apprentices who are within six months of completion of their apprenticeship may be admitted to the examination, but they must present evidence of completion of the apprenticeship before they may be appointed.

Or ii - HEP Mechanic I - One year of journeyman experience maintaining and repairing heavy equipment used in hydroelectric generating or pumping plants.

HEP Electrician I - One year of journeyman experience performing electrical maintenance and repair work on the heavy equipment used in electrical generating or pumping plants.

HEP Operator - One year of experience in the California state service performing the duties of a Hydroelectric Plant Operator Assistant (HPOA) and successful completion of the HPOA training program of DWR, or

Two year's experience in the California state service performing the duties of a Junior Hydroelectric Plant Operator or

Two years of operations experience in one or a combination of the following: hydroelectric generating plants, large (at least 25,000hp) pumping plants; high voltage switching and closures in large (at least 100mw) steam plants. (Experience in substations or switching yard at least 230kv may be substituted for one year of the required experience).

Applications must be submitted on a STD 678 Form (Rev. 12/2007).

Applications to establish the Department of Water Resources (DWR) office, local offices of the Employment Development Department, and the Department of Human Resources (CalHR) website: www.jobsa.ca.gov/apply/14571

Submit an Examination Application, Form STD 678 (Rev. 12/2007), by mail or in person to:

### Help Wanted

**MAILING ADDRESS:**

Department of Water Resources  
701 Box 842336 Sacramento, CA 94238-0001

**SUBMIT IN PERSON:**

Department of Water Resources 1418 N Street,  
Room 300 Sacramento, CA 95814

Application forms (STD 678) must be postmarked, emailed, or submitted in person before 4:30 pm of May 10, 2011. Applications postmarked, emailed, or personally delivered after the final filing date will be held for the next examination only; emailed applications will be accepted.

To submit by email, go to the following link address: [http://www.water.ca.gov/hpoc/Exam/prepare\\_read.pdf](http://www.water.ca.gov/hpoc/Exam/prepare_read.pdf)

For information regarding this examination, please contact Selection Services at (818) 653-4838.

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### Animals

**Dogs**

F2 Goldenretriever Puppies For Sale

Litter size of 10-12 males and 4  
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the best of genetics and will be  
happy to provide you with  
\$1,700. Text: newhome@comcast.net  
209-756-2752

**MILKSTER RETRIEVER PUPS**

The purpose of the Ordinance is to establish a sidewalk vendor permit which complies with Senate Bill 666.

A sidewalk vendor is any person who sells or merchandises goods at a public sidewalk or other public space, including public parks. The law broadly defines "sidewalk vendor" to include those who sell or merchandises goods, or other non-perishable convenience, or from a mobile vehicle, or from a public sidewalk or other outdoor public space (including from a food location) or otherwise (including from above a place and stop only to complete a transaction).

The major provisions of the Ordinance are summarized as follows:  
Requires an annual administrative permit issued by the City to engage in sidewalk vending; requires a non-density agreement; Requires liability insurance; Prohibits sidewalk vending along sidewalks, pathways, courtyards, and grounds adjacent to the buildings and facilities that make up the Los Banos Commercial Center; the Los Banos City Hall; the Los Banos Courthouse; the Los Banos Public Library; the Los Banos Police Station; the Los Banos Station; the Memorial Hospital Los Banos; and along the sidewalk between Parkway Boulevard, Mercury Barnes Road, Bodner Plaz Road, Pioneer Road, H Street from 2nd Street to Bodner Plaz Road, within the Los Banos Jail Corridor and Corral Side Trails; Prohibits sidewalk vending within city roadway, median strip, or dividing section; Requires sidewalk vending in the vicinity of certified farmers' markets, flea markets, special events, schools, churches, playgrounds, athletic fields, sports stadiums and other vendors from vending in areas zoned exclusively residential; requires hours of operation; Requires proper trash disposal; Requires proper health and safety operational requirements; Requires a valid Merced County Department of Health Permit (for food vendors); Requires a California Department of Tax and Fee Administration sales tax permit; and Requires a City permit; and Requires a City permit.

The City Council will consider adoption of this Ordinance of the regular City Council Meeting scheduled for May 13, 2011.

AV Lucille L. Maltonne  
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City Clerk  
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\*\*\* MEMO INVOICE \*\*\*

Fed ID# 94-0666175

23	<b>TOTAL AMOUNT DUE</b>
	<b>\$256.00</b>

SALES REP		24		ADVERTISER INFORMATION					
Gene Lieb		1	BILLING PERIOD	0	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			05/14/2019		336031		336031		CITY OF LOS BANOS - CITY HALL - FINA

CITY OF LOS BANOS - CITY HALL - FINANCE  
attn JELENE DE MELO  
520 J STREET  
LOS BANOS, CA 93635

**MAKE CHECKS PAYABLE TO**  
Merced Sun-Star  
PO Box 510868  
Livonia, MI 48151

Billing: Contact Sales Rep. Credit: Email  
ssccreditandcollections@mcdclatchy.com

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
05/03	05/10	0004195147	LB ORD 1171 LUCY MALLONEE, ORD 117	Los Banos Enterprise	1 x 100 L	100	2	\$1.26	\$256.00
Invoice Total									\$256.00

THIS IS A MEMO INVOICE AND MAY OR MAY NOT REFLECT ALL CHARGES OR CHANGES THAT OCCUR ON THE FINAL INVOICE.

PO Box 510868  
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	05/14/2019		CITY OF LOS BANOS - CITY HALL - FINANCE
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$256.00		Upon Receipt

\*\*\* MEMO INVOICE \*\*\*

Merced Sun-Star  
PO Box 510868  
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		05/14/2019
11	NEWSPAPER REFERENCE		
	0004195147		
6	BILLED ACCOUNT NUMBER		
	336031		
7	ADVERTISER/CLIENT NUMBER		
	336031		

OPINION

# A celebration, a pageant and a sad departure of our local priest

Los Banos will experience a mix of emotions this weekend - anticipation for a Saturday Habitat for Humanity dedication, joy for a Sunday Christmas choral pageant and sadness at the departure of a pastor.

Habitat for Humanity is anticipating the formal dedication Saturday of land now providing two homes for hardworking families, the Escobars and the Vieras. The Dec. 15 event takes place at 2 p.m. at 545 H St., around the corner from the Los Banos post office. The public is invited to the dedication, open house and refreshments.

Included will be the unveiling of a plaque dedicated to the memory of two strong women who lived in Los Banos for many years. It reads, "Land donated in memory



BY JOHN SPEVAK  
john.spevak@gmail.com

of Tomar Apkarian Mason and Rosamond Apkarian Duran."

Retired Judge Tomar Mason and niece of Rosamond, dedicated the land. "I'm very proud," she said, "to have helped Habitat for Humanity for its laudable work in Los Banos."

Judge Mason said that when she donated the land to help Habitat she thought a lot about another strong woman in her family. "My grandmother came halfway around the world in 1906 to marry a

man she had never met, in a match approved by her parents. She wisely said, 'You must change with the times.'"

The next day will be the St. Joseph's Parish Christmas choral pageant. The joyous Sunday event begins in the church at 4 p.m. The Dec. 16 choral pageant is presented by Joan Spevak's multi-generational choir and Sister Fernanda's first communion class.

Amid the joy of the Christmas is the sadness the parish feels at the departure of Father Efrain Martinez, who has been unexpectedly reassigned to a parish in Hanford, effective immediately.

Father Efrain, as he is known, has been a much needed blessing to St. Joseph's since he came to the parish four years ago, replacing a priest who was removed for sexual mis-

conduct.

The parish needed a lot of healing, and Father Efrain has provided it. A quiet, dedicated priest, he worked hard to meet the spiritual needs of the entire parish, both English-speaking and Spanish-speaking parishioners.

For the most part he has carried the burden of priestly responsibility alone, except for brief periods when an assistant was temporarily assigned to the parish. He has been fortunate to have the help of Deacon Leon Miller.

Serving several thousand parishioners, Father Efrain has performed almost all of the baptisms, weddings and funerals. On weekends, he often presided at five or more Masses, in English and Spanish.

Father Efrain has worked hard to unite the parish. While respecting

the needs and devotions of his Portuguese, Italian and Hispanic parishioners and the many different parish organizations, he has stressed to his entire flock that they have much in common and should be closely connected.

Father Efrain also has helped keep the parish school alive and well. Our Lady of Fatima, like so many Catholic schools, has had a challenge keeping enrollment up. He provided encouragement to principal Kendyl Darnell and her staff and has spent many hours repairing and maintaining school buildings, as well as providing spiritual guidance.

Father Efrain has been respectful, thoughtful and kind in his interactions with his congregation - from infant to senior citizen.

me, "It's not easy being a Catholic these days," with so many news reports detailing allegations of priestly misconduct. Father Efrain has reminded us that there are still many good priests who live a life of integrity and service and carry out the Christian gospel of love.

Father Efrain's new assignment is not easy. He was assigned to a Hanford parish whose pastor was put on administrative leave among allegations of misconduct. He will need to heal another parish of very deep wounds. I hope he keeps his soul and body together. There have been many times during the past four years when he has looked exhausted.

Some parishioners, when they heard of the unexpected reassignment, gasped. Others wept. The parish doesn't know yet who will be his ongoing replacement. Now they are grieving his departure. They have lost someone whom they loved and who loved them.

John Spevak is a resident of Los Banos; he wrote this for the Los Banos Enterprise. Email john.spevak@gmail.com.

## Chowchilla police probe death of man after argument with wife

BY ANDREW KUHN  
akuhn@mercedstar.com

Chowchilla police are investigating a possible homicide that occurred in the community of Greenhills, according to a news release.

John Davidson of Chowchilla died after suffering fatal injuries during an argument with his wife on Sunday, Chowchilla police said. Officers responded around 1:30 a.m. Sunday to reports of an adult male choking on blood, according to a news release.

Officers found the victim inside a vehicle. Paramedics transported the man to Fresno Regional Medical Center with severe injuries to his head and facial area. He later died.

Chowchilla police say

Davidson and his wife, Amber, were involved in an argument outside. Amber Davidson was in the driver's seat of her pickup truck while John Davidson was standing outside the vehicle.

Amber Davidson told authorities her husband began pounding on the door.

Amber began to drive away and John was dragged a short distance before falling and suffering injuries.

Amber Davidson called a male friend to assist her in placing her husband in the truck. Amber Davidson and the friend then drove her injured husband to another residence before calling law enforcement.

Chowchilla police ask anyone with information to contact Sgt. Daniel Denny at 559-665-8600.



### FEEDING THE HUNGRY IN LOS BANOS

Los Banos Rotarian Charlene Sloan, left, serves soup Dec. 4 during the Eighth Annual Empty Bowls event at the Ted Falasco Arts Center in Los Banos. Community members made the ceramic bowls. The idea behind the event is to shed light on the fact that people around the world go to bed at night hungry. Eleven local restaurants donated soup and bread and it was served to those attending the event sponsored by the Los Banos Rotary Club, Los Banos Unified School District and the Los Banos Arts Council. Proceeds from the event will go toward feeding the hungry in Los Banos.

#### WE WANT YOUR LETTERS

Letters to the editor should concern topics of public interest and be 200 words or less. All letters must include name, address and phone number. Letters may be edited for brevity, clarity and taste. All letters accepted for publication will be posted at [www.losbanosenterprise.com](http://www.losbanosenterprise.com) as quickly as they can be processed. Some letters that appear on [losbanosenterprise.com](http://losbanosenterprise.com) might not appear in print. Writers are limited to one printed letter per 30 days; they can submit more frequently to [losbanosenterprise.com](http://losbanosenterprise.com). Deadline for submission is noon Tuesday each week.

Letters may be mailed to: Letters to the Editor, 907 Sixth St., Los Banos, 93635; emailed to: [letters@losbanosenterprise.com](mailto:letters@losbanosenterprise.com) or to [mdunbn@mercedstar.com](mailto:mdunbn@mercedstar.com); or submitted via our website: Go to [www.losbanosenterprise.com](http://www.losbanosenterprise.com) and use the "Full Menu" pull-down in the upper left corner to select "Opinion" then "Submit a Letter".  
Los Banos Enterprise, a McClatchy Newspaper

Does print advertising work?  
**IT JUST DID.**  
Place your ad with a click at [losbanosenterprise.com](http://losbanosenterprise.com)

**GREAT LOCATION**  
Incredible, Single Story & Attached Home & Business 2 Units with Full Bath, Covered Porch, The Flooring, Open Kitchen, Plan with Angles, Callers, School Area, Gas, Cable, 1.5 Car Garage, Plus, Master Suite with Shower, Deck & Sign, In addition, Corner Lot & Large Side Yard, Includes 10' Parking & Call Us, See "Let Us Show You"

**CHRISTINE KINSLEY**  
Cell 209-631-4049  
REAL ESTATE SPECIALIST  
DRE Lic. 40330291

**Berkshire Hathaway**  
Dwight Properties

2011 Berkshire Hathaway Real Estate Award Winner

**STONEFIELD HOME**

**LUXURY HOMES IN LOS BANOS!**

• **BROOKSHIRE**  
1,800-1,200 SQUARE FEET  
• 3+ BEDROOMS / 3+ BATHROOMS  
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1800 VENTURE LANE, LOS BANOS  
(952) 218-0216

• **SANDSTONE**  
1,200-1,200 SQUARE FEET  
• 3+ BEDROOMS / 3+ BATHROOMS  
• GRANITE KITCHEN COUNTERS  
• FULLY FINE FINISHES

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(952) 218-0216

• **Mission Village South**  
1,400-1,400 SQ. FT.

• **HARVEST GROVE**  
1,200-1,200 SQ. FT.

[STONEFIELDHOME.COM](http://STONEFIELDHOME.COM)

The Los Banos City Council  
INVITES YOU TO THE 22<sup>ND</sup> ANNUAL

# Holiday OPEN HOUSE

Wednesday, December 19, 2011  
6:00 p.m. - 7:00 p.m.  
Los Banos City Hall  
520 J Street • Los Banos, California

**REFRESHMENTS WILL BE SERVED**

Best Wishes & Happy Holidays

**Angel Tree**

Grant a Child's Christmas Wish Today!

The Angel Tree is currently located in the Caldwell Banker Office. The Angel Tree provides Christmas gifts to needy children in Los Banos.

Please return your wrapped presents with the "Angel tag" attached by Wednesday, Dec. 19th during office business hours.

Thank you so much to Mary Lloyd for her years of service and welcome to Tom Thomas and Donna Murphy who have volunteered to continue Mary's work!

Thank you everyone for your generosity!

Caldwell Banker Kallas & Associates  
645 E. Pacheco Blvd.  
Mon-Fri 9am-5pm  
Sat. 10-4 | Sun. 11-3

**INVOICE AND STATEMENT OF ACCOUNT**

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

Fed ID# 94-0666175

2	2018-12	22	2018-11	2018-10	2018-09+	* UNAPPLIED AMOUNT	23	<b>TOTAL AMOUNT DUE</b>	
	\$1,976.16		\$0.00	\$0.00	\$0.00	\$0.00		\$1,976.16	
SALES REP		ADVERTISER INFORMATION							
Gene Lieb		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
209-826-2005		12/03/2018 - 12/30/2018		336031		336031		CITY OF LOS BANOS - CITY HALL - FINANC	

4 PAGE #  
1 of 3

CITY OF LOS BANOS - CITY HALL - FINANCE  
attn JELENE DE MELO  
520 J STREET  
LOS BANOS, CA 93635

**MAKE CHECKS PAYABLE TO**  
Merced Sun-Star  
PO Box 11068  
Fresno, CA 93771-1068

Billing: Contact Sales Rep. Credit: Email  
ssccreditandcollections@mcclatchy.com

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
			Balance Forward						\$3,456.58
12/26		P1965908	Payment - Check 214007						-\$3,456.58
12/07	12/07	I03953479-12072018	Holiday Open House Page A2	Los Banos Enterprise	2 x 4.00 IN	8	1	\$7.75	\$62.00
									Invoice Total
									\$62.00
12/14	12/14	I03953479-12142018	Holiday Open House Page A5	Los Banos Enterprise	2 x 4.00 IN	8	1	\$7.75	\$62.00
									Invoice Total
									\$62.00
12/14	12/14	I03991498-12142018	LB ORD 1165 LUCY MALLONEE, O	Los Banos Enterprise	1 x 86 L	86	1	\$1.28	\$110.08
									Invoice Total
									\$110.08
12/14	12/14	I03993509-12142018	LB ORD 1167 LUCY MALLONEE, O	Los Banos Enterprise	1 x 46 L	46	1	\$1.28	\$58.88
									Invoice Total
									\$58.88
12/21	12/21	I03990644-12212018	LB ORD 1168 LUCY MALLONEE, O	Los Banos Enterprise	4 x 225 L	900	1	\$1.33	\$1,192.96
									Invoice Total
									\$1,192.96

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



PO Box 11068  
Fresno, CA 93771-1068

**ADVERTISING INVOICE and STATEMENT**

Invoice# 0001633655-01022019

CITY OF LOS BANOS - CITY HALL - FINANCE  
attn JELENE DE MELO  
520 J STREET  
LOS BANOS, CA 93635

Merced Sun-Star  
PO Box 11068  
Fresno, CA 93771-1068

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME		
	12/03/2018 - 12/30/2018		CITY OF LOS BANOS - CITY HALL - FINANC		
23	TOTAL AMOUNT DUE	* UNAPPLIED AMOUNT	3	TERMS OF PAYMENT	
	\$1,976.16	\$0.00		Payment is due upon receipt	
21	2018-12	22	2018-11	2018-10	2018-09+
	\$1,976.16		\$0.00	\$0.00	\$0.00
5	BILLING DATE	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER
	12/30/2018		336031		336031

**INVOICE AND STATEMENT OF ACCOUNT**

AGING OF PAST DUE ACCOUNTS

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

Fed ID# 94-0666175

2	2018-12	22	2018-11	2018-10	2018-09*	* UNAPPLIED AMOUNT	23	<b>TOTAL AMOUNT DUE</b>	
	\$1,976.16		\$0.00	\$0.00	\$0.00	\$0.00		\$1,976.16	
SALES REP		ADVERTISER INFORMATION							
Gene Lieb 209-826-2005		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			12/03/2018 - 12/30/2018		336031		336031		CITY OF LOS BANOS - CITY HALL - FINANC

4 PAGE #  
2 of 3

**CITY OF LOS BANOS - CITY HALL - FINANCE**  
attn JELENE DE MELO  
520 J STREET  
LOS BANOS, CA 93635

**MAKE CHECKS PAYABLE TO**  
Merced Sun-Star  
PO Box 11068  
Fresno, CA 93771-1068

Billing: Contact Sales Rep. Credit: Email  
ssccreditandcollections@mcclatchy.com

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19	
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
12/21	12/21	104001144-12212018	LB HEARING 2018-14 RUDY LUQU	Los Banos Enterprise	1 x 78 L	78	1	\$1.28	\$99.84	
									Invoice Total	\$99.84
12/21	12/21	104001181-12212018	LB HEARING 2018-13 RUDY LUQU	Los Banos Enterprise	1 x 79 L	79	1	\$1.28	\$101.12	
									Invoice Total	\$101.12
12/21	12/21	104005043-12212018	LB MEETING POLICE DEP FAC ST	Los Banos Enterprise	3 x 57 L	171	1	\$1.28	\$218.88	
									Invoice Total	\$218.88
12/28	12/28	104009362-12282018	LB ORD 1167 LUCY MALLONEE, O	Los Banos Enterprise	1 x 55 L	55	1	\$1.28	\$70.40	
									Invoice Total	\$70.40

PREVIOUS AMOUNT OWED: \$3,456.58  
 NEW CHARGES THIS PERIOD: \$1,976.16  
 CASH THIS PERIOD: (\$3,456.58)  
 DEBIT ADJUSTMENTS THIS PERIOD: \$0.00  
 CREDIT ADJUSTMENTS THIS PERIOD: \$0.00



907 Sixth St., Los Banos, CA 93635 • 209-826-3831 Ext. 6551

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

Re: Explanation of classified ad pricing

Cost given for attached classified advertisement is as follows:

Based on three run dates the cost per line is \$2.95 per line per day. The ad referenced here is a total of 30 lines, priced at \$2.95 per line the cost per day is \$88.50, total cost for three publication days is \$269.75 for print.

Pricing for option products such as online digital job postings are as follows:

**30 Days CareerBuilder.com - \$200**

**30 Days Aftercollege.com - \$75**

**30 Days MaxRecruit - \$150**

-Indeed.com

-Glassdoor.com

-Zip Recruiter.com

-Jobs2Careers.com

-JuJu.com

-Beyond.com

**30 Days Veterans Networks-\$75**

-Hire-a-patriot.com

-[usabledveterans.com](http://usabledveterans.com)

-[hireveterans.com](http://hireveterans.com)

-[veteranjobs.net](http://veteranjobs.net)

**30 Days Diversity Networks-\$75**

-Latpro.com

-hirediversity.com

-RetirementJobs.com

-Diversityworking.com

-Diversity-Job.com

Additional typographical charge: Bold lines of text, \$0.85 flat fee.

Print \$269.75 and if you add Digital \$575 the total is \$844.75

Sincerely,  
Gene Lieb  
Publisher and Advertising Director  
(209) 704-3831



**City of Los Banos**  
*At the Crossroads of California*

**PUBLIC WORKS DEPARTMENT**  
**Maintenance Worker - Part-time**  
**\$9.00 per hour**

Continuous Recruitment  
Testing to occur as needed

Eighteen (18) years of age or older;  
High School graduate or equivalent;  
Valid Class C California Driver's  
License. Limited to 1,000 hours per  
fiscal year. For a City application  
contact:

City Hall - 520 "J" Street  
Los Banos, CA 93835  
(209) 827-7000 ext. 124  
[www.losbanos.org](http://www.losbanos.org)

No faxed or emailed applications

EOE/ADA

\*\*\* MEMO INVOICE \*\*\*

Fed ID# 94-0866175

23	<b>TOTAL AMOUNT DUE</b>
	<b>\$162.65</b>

SALES REP		24		ADVERTISER INFORMATION													
Gene Lieb		1		BILLING PERIOD		6		BILLED ACCOUNT NUMBER		7		ADVERTISER/CLIENT NUMBER		2		ADVERTISER/CLIENT NAME	
				05/14/2019				336031				336031				CITY OF LOS BANOS - CITY HALL - FINANCE	

**MAKE CHECKS PAYABLE TO**

Merced Sun-Star  
PO Box 510868  
Livonia, MI 48151

CITY OF LOS BANOS - CITY HALL - FINANCE  
attn JELENE DE MELO  
520 J STREET  
LOS BANOS, CA 93635

Billing: Contact Sales Rep. Credit: Email  
ssccreditandcollections@mcclatchy.com

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
06/01	06/01	0003686491	Utilities Maintenance   Full Time Public Wor	Los Banos Enterprise	1 x 24 L	24	1	\$6.60	\$156.40
			Bold Text Charge						\$4.25
Invoice Total									\$162.65

THIS IS A MEMO INVOICE AND MAY OR MAY NOT REFLECT ALL CHARGES OR CHANGES THAT OCCUR ON THE FINAL INVOICE.

**MERCED SUN-STAR** **ENTERPRISE**  
**CHOWCHILLA NEWS** **Chronicle Atwater Signal** **Vida**  
PO Box 510868  
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	05/14/2019		CITY OF LOS BANOS - CITY HALL - FINANCE
23	TOTAL AMOUNT DUE	3	TERMS OF PAYMENT
	\$162.65		Upon Receipt

\*\*\* MEMO INVOICE \*\*\*

Merced Sun-Star  
PO Box 510868  
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		05/14/2019
11	NEWSPAPER REFERENCE		
	0003686491		
6	BILLED ACCOUNT NUMBER		
	336031		
7	ADVERTISER/CLIENT NUMBER		
	336031		





**Quarterly Data Report**

**Q1 2019**

**Subject to Audit**

**Audited Every Other Year**

[Learn more about this media property at auditedmedia.com](http://auditedmedia.com)

Los Banos (Merced County), California  
[www.losbanosenterprise.com](http://www.losbanosenterprise.com)

**CIRCULATION SUMMARY**

	Fri
<b>TOTAL COMBINED AVERAGE CIRCULATION</b>	<b>1,081</b>
<b>LOS BANOS ENTERPRISE</b>	
Print Newspaper	1,075
Digital Editions	6
<b>Total Combined Average Circulation</b>	<b>1,081</b>

**CIRCULATION DATA BY PUBLICATION**

	Fri
<b>TOTAL AVERAGE CIRCULATION</b>	
<b>Paid Circulation</b>	
Individually Paid Circulation	
Home Delivery and Mail	506
Single Copy Sales	523
<b>Total Average Individually Paid Circulation</b>	<b>1,029</b>
<b>Total Average Paid Circulation</b>	<b>1,029</b>
<b>Qualified Circulation</b>	
Single Copy	
Employee/Independent Contractor	
Digital	6
Retail/Business	46
<b>Total Average Single Copy</b>	<b>52</b>
<b>Total Average Qualified Circulation</b>	<b>52</b>
<b>TOTAL AVERAGE CIRCULATION</b>	<b>1,081</b>

**NOTES**

**REPORT ENDING DATE**

March 31, 2019

**QUALIFIED RETAIL/BUSINESS**

Included in Qualified Retail/Business are copies distributed through publisher-maintained venues. Verification is made of distribution to location only, and not of actual pick-up.

**DIGITAL CIRCULATION**

Digital circulation reported is comprised of the following:

	Fri	
Digital Replica	6	
Digital Nonreplica		.

**Publishing Plans**

	Frequency: Friday Delivery Vehicle(s): Print, online Primary Circulation Classification: Paid Website(s): <a href="http://www.losbanosenterprise.com">www.losbanosenterprise.com</a>
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Gene Lieb, Publisher  
Telephone (209) 826-3931, ext. 6551 - FAX (209)  
388-2226  
3033 North G Street  
Merced, CA 95310  
[publisher@losbanosenterprise.com](mailto:publisher@losbanosenterprise.com)

We certify that to the best of our knowledge all data set forth in this Quarterly Data Report are true and report circulation in accordance with Alliance for Audited Media's Bylaws and Rules.

Parent Company: McClatchy Company

LOS BANOS ENTERPRISE, published by The McClatchy Company, 2100 "Q" Street, Sacramento, CA 95816

DUANE DAILEY  
Head of Reporting & Compliance

GENE LIEB  
Publisher

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FILED  
JUN 16 1952  
By *[Signature]*  
Deputy

IN THE SUPREME COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF MERCED

---oo0oo---

In the Matter of the Accer-  
tainment and Establishment of  
the Standing of the LOS BANOS  
ENTERPRISE, as a Newspaper of  
General Circulation.

No. 21594

J U D G M E N T

This matter coming on regularly to be heard before the  
above entitled Court, in Department No. I thereof, on the 16th day  
of June, 1952, D. OLIVER GERMINO, ESQ., appearing as counsel for  
Petitioner,

And it appearing that this Petition, or the substance  
thereof, has been duly and regularly published, pursuant to law,  
and the order of this court, together with a notice that Petitioner  
intended, on a day named therein, to apply for an Order declaring  
the LOS BANOS ENTERPRISE to be a newspaper of general circulation,  
and that this is the time and place heretofore duly fixed by order  
of this Court for the hearing of Petitioner's application;

And evidence having been introduced on behalf of Petitioner  
in support of the allegations of the Petition, and no person  
having appeared to contest the granting of the petition or in oppo-  
sition thereunto, and the matter having been submitted,

The Court, Having considered the evidence, and being fully  
advised in the premises, finds that all of the allegations of the  
Petition are true.

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NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED, and  
the Court declares, that the Los Banos Enterprise is a newspaper  
of general circulation within the City of Los Banos, County of  
Merced, State of California, within the meaning and intent of  
Chapter 1, Division 7, Part 1 of the Government Code of the State  
of California.

DONE IN OPEN COURT this 16th day of June, 1952.

*George C. Maudslayi*  
JUDGE OF THE SUPERIOR COURT

*[Faint, illegible text and stamp at the bottom of the page]*



City of  
**Los Banos**  
At the Crossroads of California

**Business License**

**License Number:** LB-3590  
**Issue Date:** 8/1/2018  
**Expiration Date:** 7/31/2019

**McClatchy Newspapers Inc. DBA Los Banos Enterprise**

**Primary Business Owner(s):**  
Patrick J. Talamantes  
2100 Q St. Attn: Laura Degano, Tax Dept.  
Sacramento, CA 95816

**Entity Type: Corporation**

**Business Location:**  
907 Sixth St.  
Los Banos, CA 93635

**Business Phone: (209) 826-3801**

**Business Code: 511110 - Newspaper Publishing**

**STATE & OTHER AGENCY REQUIRED LICENSES/PERMITS:**

**Agency: CA SOS**

**License/Permit #: A/I C1197935 Status: Active**  
**Merced County Clerk FBN Expires: 10/22/18**

The holder of this Business License is responsible for meeting all state, federal, and local laws, regulations, and codes. This Business License does not authorize any person to conduct any unlawful business or to conduct any business in an illegal manner or to conduct business without strictly complying with all of the ordinances of the City of Los Banos, including but not limited to those requiring a permit from any board, commission, department, or office of the City.

Stacy Souza Elms, CED Director

**This Business License must be conspicuously posted upon the premises.**

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AWARDING CONTRACT FOR LEGAL ADVERTISING TO THE LOS BANOS ENTERPRISE FOR FISCAL YEAR ENDING JUNE 30, 2020, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AGREEMENT**

WHEREAS, a Request for Proposals for Legal Notices, Classified and Display Advertising Services was issued on April 15, 2019; and

WHEREAS, one proposal was received prior to the submission deadline of May 15, 2019; and

WHEREAS, the City Council has considered the proposal from the Los Banos Enterprise for legal advertising, display advertising and classified advertising for the City of Los Banos for the fiscal year ending June 30, 2020; and

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

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

1. The proposal of the Los Banos Enterprise, for publication of legal advertising for the City of Los Banos for fiscal year ending June 30, 2020, is hereby accepted.
2. That the City Manager be and is hereby authorized and directed to execute an agreement in the form presented herewith for and on behalf of the City.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5<sup>th</sup> day of June 2019, by City Council Member \_\_, who moved its adoption, which motion was duly seconded by City Council Member \_\_, and the Resolution was adopted by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Michael Villalta, Mayor

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk



City of  
**Los Banos**  
*At the Crossroads of California*

**Agenda Staff Report**

**TO:** Mayor & City Council Members

**FROM:** Mason Hurley, Fire Chief/Chief Building Official 

**DATE:** June 5, 2019

**SUBJECT:** Approving Amendment No. 2 to Professional services agreement with CSG Consultants, Inc. for Plan Check and Building Inspection Services

**TYPE OF REPORT:** Consent Agenda

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**Recommendation:**

That the City Council adopt a Resolution authorizing the City Manager to enter into a Professional Building Permit Processing, Building Inspections, and Plan Check Services contract/agreement extension with CSG Consultants, Inc. for one year.

**History:**

Since June 30, 1999, the City of Los Banos has provided Building Department services to the citizens of Los Banos by contracting building permit processing, building inspections and plan check services with a private contractor. This approach has proven to be very beneficial to the City of Los Banos. This business model allows our Building Department to expand and contract with the needs of the community. This process also allows the City to compensate the private contract services based on a percentage of collected Building Department fees; therefore, the City is only paying for services provided by the private contractor as the services are rendered.

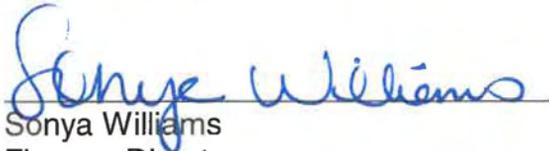
The original contract went into effect on August 5, 2015 and expired on June 30, 2018. The City and CSG amended the agreement to extend the terms for a maximum of two (2) one (1) year terms, terminating June 30, 2020.

City Staff will be preparing a Request for Proposal (RFP) for a professional services agreement for Plan Check and Building Inspections Services during the fiscal year 2019/2020.

**Fiscal Impact:**

The fiscal impact to the City of Los Banos will be based on the amount of building activity experienced within the City of Los Banos. This agreement compensates CSG Consultants, Inc. based on 65% of building fees collected. Based on the current building activity, the 19/20 FY Revenues are estimated to be at or above \$605,000.

**Reviewed by:**



Sonya Williams  
Finance Director



Alex Terrazas  
City Manager

**Attachments:**

Resolution  
Amendment No. 2

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS BANOS APPROVING  
AMENDMENT NO. 2 TO PROFESSIONAL  
SERVICES AGREEMENT WITH CSG  
CONSULTANTS, INC. FOR PLAN CHECK AND  
BUILDING INSPECTION SERVICES**

WHEREAS, City and CSG entered into a Professional Services Agreement on August 5, 2015 for Plan Check and Building Inspections Services;

WHEREAS, City and CSG entered into Amendment No, 1 for a one-year extension on the 6<sup>th</sup> day of June 2018.

WHEREAS, in accordance with the terms of the Agreement, City and CSG desire to amend the Agreement to extend the term of the Agreement; and

WHEREAS, the Amendment 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 Amendment No. 2 to Professional Services Agreement with CSG Consultants, Inc. for Plan Check and Building Inspections Services and authorizes the City Manager to execute said Amendment, 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 \_\_\_\_ day of June, 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:

ATTEST:

\_\_\_\_\_  
Michael Villalta, Mayor

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk



## **AMENDMENT NO. 2**

### **TO PROFESSIONAL SERVICES AGREEMENT FOR PLAN CHECK AND BUILDING INSPECTION SERVICES [CSG CONSULTANTS, INC.]**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of June 2019, by and between the City of Los Banos, a municipal corporation, ("City") and CSG Consultants, Inc., a California Corporation ("CSG").

#### **RECITALS**

A. WHEREAS, City and CSG entered into the current Amendment No, 1 to Professional Services Agreement for Plan Check and Building Inspection Services on June 6, 2018.

B. WHEREAS, In accordance with the terms of the Agreement, City and CSG desire to amend the Agreement to extend the term of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree to amend the Agreement as follows:

SECTION 1. Section 1 of the Agreement is amended to read as follows:

"1. Extended Term. The extended term of this Agreement shall commence on the above written date, and shall terminate on June 30, 2020, unless terminated earlier as set forth herein.

SECTION 2. Except as expressly modified or supplemented by this Amendment No. 2, all of the provisions of the Agreement shall remain unaltered and in full force and effect.

[Signatures begin on next page]

IN WITNESS WHEREOF, this Amendment No. 2 was executed by the parties thereto on the dates set forth below.

CITY OF LOS BANOS,  
A municipal corporation

By: \_\_\_\_\_  
ALEX TERRAZAS, City Manager

Dated: \_\_\_\_\_

ATTEST:  
CITY CLERK

By: \_\_\_\_\_  
LUCILLE L. MALLONEE, City Clerk

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
CITY ATTORNEY

By: \_\_\_\_\_  
WILLIAM A. VAUGHN, City Attorney

Dated: \_\_\_\_\_

CSG CONSULTANTS INC.  
A California Corporation

By: \_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_



City of  
**Los Banos**  
*At the Crossroads of California*

**TO:** Mayor Villalta & City Council Members  
**FROM:** Sonya Williams, Finance Director  
**DATE:** June 5, 2019  
**SUBJECT:** Establishing a revised schedule of water, wastewater and solid waste rates and amending the current billing procedure for water, wastewater and solid waste rates.

**TYPE OF REPORT:** Public Hearing

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**Recommendations**

Conduct a public hearing in accordance with the requirements of Proposition 218 to count and publicly announce the results of the protest voting, upon conclusion, if there is no majority protest, consider adoption of the resolution amending the current billing procedure for Water, Wastewater and Solid Waste Rates and adopt the resolutions establishing increased Water, Wastewater and Solid Waste rates for the ensuing five years.

**Background**

On March 20, 2019 Council authorized staff to initiate the Proposition 218 process, which advises property owners and utility customers of proposed water, wastewater, and solid waste adjustments. The adjusted rates are designed to keep our utility service reliable, yet affordable. By strategically investing in these services now, and at the lowest cost possible, we are helping to maintain our quality of life and avoid costlier expenses that result from lack of care and maintenance.

The annual rate increases will be tied to the Consumer Price Index (CPI) or the San Francisco Area, not to exceed 3.5%. In the first year, beginning July 1, 2019 the total charge (for water, wastewater, and solid waste rate combined) would increase by \$3.02 for the average customer. In the following years, the exact annual adjustment would not be available until the yearly CPI number is released. However, the increase is to not exceed 3.5% in any given year.

The CPI measures price changes in goods and services purchased by urban consumers. There are four local area CPIs in California, they include the Los Angeles area, the Riverside area, the San Diego area, and the San Francisco Bay area. The San Francisco Bay area is most widely used by businesses and municipalities in the Central Valley region and is the most economically

accurate area available to us. Additionally, a California CPI is calculated by the California Department of Finance as a population-weighted average of the BLS-published local area CPIs. The California CPI formula was developed by the California Department of Industrial Relations.

### **Proposition 218**

Fees and charges for all municipal utilities of the City are subject to the requirements of Proposition 218. Proposition 218, was approved by California Voters in November 1996.

In compliance with Proposition 218, the City is required to mail notices to all affected property owners and rate payers informing them of the proposed rate increase. Proposition 218 does not require voter approval to increase fees and charges; however, if written protest from a majority of the property owners or utility customers are received, the City cannot impose the increase. In determining if a majority protest exists, only one written protest per parcel may be considered.

On April 19, 2019 the City mailed notices to approximately 20,000 property owners and utility customers. The notice showed the maximum proposed rates to be adopted over the five year period. The notice included information on how to submit a written protest and information regarding the June 5, 2019 public hearing. Additionally, on May 24, 2019 and May 31, 2019 the public hearing notice was published in the Los Banos Enterprise.

### **Discussion**

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 CPI for the San Francisco Bay Area.

### **Overview of Rate Increases**

The City provides water, wastewater, and solid waste services to all residential, commercial and industrial users. Each of these services must comply with Federal and State regulations concerning potable water quality, wastewater effluent quality, and recycling programs. The City has endeavored to maintain affordable utilities to city residents and businesses. The City last increased rates effective July 1, 2015. Since that time there have been no inflationary increases to rates. As a result the funds have used reserve balances and deferred projects and equipment purchases to offset rising expenditures. All rates are calculated to recover the costs of providing the services and to proportionately allocate those costs on a per parcel basis among the various customer classes.

Water services involve both the production as well as distribution of potable water. Water rate changes are needed to adequately fund operation and maintenance activities to meet current customer needs and to comply with state and federal regulatory requirements. Projected

operation and maintenance cost increase include power to operate facilities, water treatment, and personnel costs.

Wastewater service includes collection, treatment, and disposal of wastewater. For wastewater, proposed changes are based on increased costs associated with increased operational costs including rising electricity costs to operate facilities and increased labor costs.

Solid waste services include collection, disposal, and recycling services for which the City contracts with Republic Services and the Merced County Solid Waste Authority. Additionally, the City maintains the Street Sweeping division as part of the Solid Waste Department. 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. Solid Waste increases encompass rising operation costs including an annual contractual increase to our service provider, also based on the San Francisco Bay area CPI.

The chart below outlines possible increases for a single family household, assuming increases are at the maximum increase of 3.5%,

**Summary of Minimum Single Family Billing**

	Current	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
<b><u>Water</u></b>						
Minimum Bill	\$ 21.25	\$ 21.99	\$ 22.76	\$ 23.56	\$ 24.38	\$ 25.24
Monthly Increase		\$ 0.74	\$ 0.77	\$ 0.80	\$ 0.82	\$ 0.85
<b><u>Wastewater</u></b>						
Minimum Bill	\$ 27.27	\$ 28.23	\$ 29.21	\$ 30.24	\$ 31.29	\$ 32.39
Monthly Increase		\$ 0.96	\$ 0.98	\$ 1.03	\$ 1.05	\$ 1.10
<b><u>Solid Waste</u></b>						
Minimum Bill	\$ 37.99	\$ 39.32	\$ 40.70	\$ 42.12	\$ 43.59	\$ 45.12
Monthly Increase		\$ 1.33	\$ 1.38	\$ 1.42	\$ 1.47	\$ 1.53
<b><u>Combined</u></b>						
Minimum Bill	\$ 86.51	\$ 89.54	\$ 92.67	\$ 95.92	\$ 99.27	\$ 102.74
Monthly Increase		\$ 3.03	\$ 3.13	\$ 3.25	\$ 3.35	\$ 3.47
Annual Increase		\$ 36.40	\$ 37.51	\$ 39.01	\$ 40.19	\$ 41.69

The additional funding will allow the City to offset the effects of inflation on labor, supplies, and services; the proposed fee is based on the CPI, but will be limited to 3.5% in a single year, which is applied to the existing fee annually.

The current rates cannot fully cover increases to both operating costs of the services and provide adequate funding for capital projects and equipment needed to improve the City’s water, wastewater and solid waste systems. In addition, the current rates do not provide adequate reserves in the water fund to respond to the State of California’s requirements for Chromium 6.

**Senate Bill 998(SB 998)**

There will be new restriction on residential water service discontinuation when customers are delinquent in paying their water bills under SB 998. The new legislation will impact existing practices, policies and procedures relating to delinquent accounts and discontinuation of water service.

The new law applies to all urban and community water systems, public or private, that provide water to more than 200 service connections. The new requirements go into effect on February 1, 2020.

Among other things, SB 998 mandates:

- Water systems must adopt written discontinuation policies that are available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean and any other language spoken by 10 percent or more people within the system's service area. The policies must contain certain information, and be posted on the water system's website.
- Water systems may not discontinue residential water service due to delinquent payment until payments are delinquent for at least 60 days. After that time, the water system must attempt to provide notice to customers by telephone or in writing, and provide information about appeals, extensions and alternative repayment options.
- Water systems may not discontinue residential water service if **all** of the following take place: 1.) a primary care provider certifies that the discontinuation of water service will pose a serious or potentially fatal threat to a resident, 2.) the customer demonstrates inability to pay and 3.) The customer is willing to enter into an alternative payment arrangement. A customer can demonstrate an inability to pay based on the receipt of certain public assistance by someone in the household, or a declaration from the customer that the household is below 200 percent of the federal poverty level.
- Water systems must limit certain low-income customers' reconnection fees to no more than \$50 during regular business hours, and \$150 during non-regular hours.
- Water systems must attempt to provide notice to renters and mobile home residents that their service may be discontinued due to delinquent payments by their landlords, and that the residents have the right to become customers of the water system without paying the past-due amounts on the landlords' accounts.
- Water systems must annually post on their websites the number of times the system has discontinued service due to inability to pay.

Staff has reviewed SB 998 and incorporated the new mandates into the attached Billing Procedures resolution. The law will likely increase bad debt and slow the recovery of accounts receivable.

### **Fiscal Impact**

The City is nearing the end of the budgeting process. The City has accounted for increases to supplies and services, and some labor costs. However, the City has not included in its projections the rate increases presented to Council. Without the rate increases, the City would have to adjust its projections for current and future capital needs. Capital reserves will be utilized to sustain on going operation and maintenance cost.

**Reviewed by:**



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Alex Terrazas, City Manager

**Attachments:**

Resolutions (4)

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING THE CURRENT BILLING PROCEDURES FOR WATER, WASTEWATER TREATMENT, WASTEWATER COLLECTION AND DISPOSAL, AND SOLID WASTE RATES**

WHEREAS, on February 21, 2001, the City Council of the City of Los Banos adopted Resolution 4182 with the stated purpose and intent that the each City Utility be a self-sustaining operation, adequately financed by the user services charges and fees, and has an appropriate billing and collection procedure; and

WHEREAS, the City Council of the City of Los Banos through the years and by Resolution adjusted utility service rates and charges and has reaffirmed the billing and collection procedures established by Resolution No. 4182; and

WHEREAS, the City Council of the City of Los Banos has received a report from City Staff proposing additional changes to the billing and collection procedures; and

WHEREAS, the City Council of the City of Los Banos has determined that the proposed changes are appropriate in order to provide a more effective and efficient billing system.

WHEREAS, on September 28, 2018, Governor Brown approved California Senate Bill 998 ("SB 998") which requires the City to have a written policy on disconnection of water service to certain types of residences for nonpayment;

WHEREAS, that the proposed changes are intended to ensure the City's procedural and substantive requirements for disconnection of water service are consistent with the above-described recent changes to State law;

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

1. The billing and collection procedures for water, wastewater treatment, wastewater collection, and solid waste services are hereby amended and restated as set forth in Exhibit A to this Resolution.
2. This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council of the City of Los Banos that may conflict with, or is contrary to, this Resolution.
3. The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5<sup>th</sup> day of June 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

## ATTACHMENT A

### BILLING AND COLLECTION PROCEDURES FOR WATER, WASTEWATER TREATMENT, WASTEWATER COLLECTION, AND SOLID WASTE SERVICES

#### 1. RATES FOR WATER, WASTEWATER, AND SOLID WASTE SERVICE FEES

The rates for water, wastewater, and solid waste service fees shall be those established by separate resolution or ordinance of the City Council of the City of Los Banos. Other fees and charges relating to water, wastewater treatment, wastewater collection, and solid waste disposal service are set forth herein.

- a. RETURNED CHECK FEE: Thirty-Five Dollars (\$35.00)
- b. DEPOSITS: Two Hundred Dollars (\$200.00) for all applicants for water wastewater and/or solid waste services.
- c. METER TEST: Twenty-Five dollars (\$25.00) deposit, returnable if meter registers over two percent (2%) more than actual flow.
- d. LATE CHARGES: Fifteen percent (15%) charge of billing for water, wastewater treatment, wastewater collection, and solid waste disposal services.
- e. DELINQUENCY ADMINISTRATION PROCESSING FEE: Fifty dollars (\$50.00) for water, wastewater treatment, wastewater collection, and solid waste disposal services. One hundred and fifty dollars (\$150.00) for after hours.

#### 2. UTILTIY SERVICES: APPLICATIONS AND DEPOSITS

The City Finance Department, as a condition to granting an application and supplying water to the premises therein described shall require a deposit of two hundred dollars (\$200.00).

- a. Any person requesting utility service will be required to pay an initial deposit based on the requested services. A portion or all of the deposit may be waived if the applicant/customer has previously established an acceptable credit history with the City Finance Department at the discretion of the Finance Director or designated representative of the City. The deposit may be made in two equal payments, the first one hundred dollars (\$100.00) payment when applying for services, and the second one hundred dollars (\$100.00) payment with the first utility bill.
- b. Any person requesting utility service that has previously had an unpaid bill either outstanding to the City or sent to collections will be required to repay this amount, plus pay a deposit, prior to starting services.
- c. The City has the right to apply the customer deposit to unpaid utility charges after an account is more than sixty (60) days past due. If all or any portion of a customer

deposit is applied to past due charges, and the customer continues to receive utility services, the City may require the customer to replenish the deposit amounts, prior to continuing services.

- d. Such a deposit shall be refunded without interest when:
  - i. The services are discontinued provided all charges to the applicant by the Finance department have been paid; otherwise such deposit shall be applied to the account of the applicant.
  - ii. There have been no account payment delinquencies in the preceding twenty four (24) months.
- e. In addition, a completed application for service must be received and reviewed for completeness by the Finance Department prior to starting services. Furthermore,
  - i. Any customer who is not the property owner must also provide a current photo ID, a lease/rental agreement (which includes the service address and the term of the agreement) signed and dated by the tenant and the landlord. Finance staff will verify that the landlord is either the property owner or property manager; additional documentation may be required from the applicant for this verification. All tenants, included on the lease/rental agreement, will be considered responsible for any outstanding utility bill for said account.
  - ii. Any customer who is the property owner must also provide a current photo ID, and proof of ownership of said property.

### 3. REGULAR BILLING CYCLES

The City utility bills, for water, wastewater collection, wastewater treatment and disposal service charges, will be billed in two billing cycles. The first billing cycle will be due the fifth (5<sup>th</sup>) day of each month. If the fifth (5<sup>th</sup>) day of the month falls on a legal holiday or weekend, the payment will be due on the following business day. The second billing cycle will be due on the twentieth (20<sup>th</sup>) of each month. If the twentieth (20<sup>th</sup>) day of the month falls on a legal holiday or weekend, the payment will be due on the following business day.

For water meter readings in excess of thirty (30) days in a billing cycle the fifteen hundred (1500) cubic feet per month allowance shall be increased by fifty (50) cubic feet per day and billed at the lower first tier rate calculated on a per day basis for each day in excess of thirty (30) days.

- a. Bills shall be prepared monthly for each billing cycle.
- b. Payment may be made by check, money order, cash, and credit card or by any other means offered by the City.
- c. All bills not paid within thirty (30) days are subject to a late charge. If payment is not received on the due date, at 5 pm a late fee will be added to the customer's account.
- d. All bills not paid within sixty (60) days are subject to disconnection.

- e. It is the customer's responsibility to contact the City in the event that they do not receive a bill.

#### 4. LATE CHARGE: DETERMINATION OF DELINQUENCY

Utility billing account delinquency is defined as failure to pay the utility account in full on or before the due date. Payments due on the fifth (5<sup>th</sup>) day of each month shall be considered delinquent if not received by 5:00 p.m. on the fifth (5<sup>th</sup>) day of the month. A fifteen percent (15%) late charge shall be assessed against the outstanding account balance for all delinquent accounts. Payments due on the twentieth (20<sup>th</sup>) day of each month shall be considered delinquent if not received by 5:00 p.m. on the twentieth (20<sup>th</sup>) of the month. A fifteen percent (15%) late charge shall be assessed against the outstanding account balance for all delinquent accounts.

As a courtesy, the City will make a reasonable, good faith effort to notify the customer that the account remains past due and further collection action will be forthcoming approximately sixty (60) days after bill issuance. The means of notification will be by phone. It is the responsibility of the Customer to provide and keep current contact information in order for the City to notify a customer that their account is delinquent. All notifications will be made to the customer, by telephone, at least seven (7) days before termination. The City assumes no responsibility for contact information that has not been kept up-to-date by the customer.

Upon request, late fees may be waived once every twelve (12) months.

#### 5. ADMINISTRATION FEE; RED TAG NOTICE; WATER SHUTOFF

An Administration Fee for delinquency processing and reinstatement service charge of fifty dollars (\$50.00) shall be charged to all delinquent accounts that are reconnected during operating hours and one hundred and fifty dollars (\$150.00) will be charged to those reconnected after operating hours. No adjustments will be given unless the cause is an error by the City of Los Banos.

This Administration Fee, for the first cycle, shall be assessed to any utility account not paid in full by 5:00 pm on the fifth (5<sup>th</sup>) of the delinquency month regardless of whether or not the water has actually been turned off for failure to pay the utility bill. Postmarks shall not be accepted. If full payment is not received at City Hall by the fifth (5<sup>th</sup>) of the delinquency month, the Administration Fee shall be assessed against the unpaid account and the Red Tag Notice and water shutoff procedures shall commence on or after the sixth (6<sup>th</sup>) of the Delinquency month.

This Administration Fee, for the second cycle, shall be assessed to any utility account not paid in full by the end of the twentieth (20<sup>th</sup>) of the delinquency month regardless of whether or not the water has actually been turned off for failure to pay the utility bill. Postmarks shall not be accepted. If full payment is not received at City Hall by the twentieth (20<sup>th</sup>) of the delinquency month, the Administration Fee shall be assessed against the unpaid account and the Red Tag Notice and water shutoff procedures shall commence on or after the twenty-first (21<sup>st</sup>) of the Delinquency month.

The Red Tag Notice shall indicate the customer's name and address, the assessment of the Administration Fee and the total account balance outstanding, indicating that full payment must be made to reestablish utility services, and that checks will not be accepted and that payment can be made only by cash, money order, cashier check or credit card. If full payment is not received within one week of issuance of the Red Tag Notice, the account will be terminated and a new deposit in addition to the total account balance including the Administration Fee must be made prior to reestablishing utility services.

Remaining balances on terminated accounts may be transferred to a customer's active utility account for collection of charges due. The account holder is expected to keep current all balances including those transferred to the new account. Failure to do so may lead to standard collection efforts being applied to the account.

Note: Termination of service due to lack of payment does not preclude the account from incurring new charges. The base fees for water and sewer use may continue to be applied to the account each month even if no actual water is used.

#### 6. ALTERNATIVE PAYMENT ARRANGEMENTS:

Services shall not be discontinued for nonpayment if all of the following conditions are met:

- a. The customer or a tenant of the customer submits to the City, the certification in writing on medical letter head or prescription pad, of a primary health care provider, that termination of such services poses a life-threatening or poses a serious threat to the health and safety of a resident.
- b. The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal billing cycle. The customer shall be deemed financially unable to pay for residential service with the City's normal billing cycle if the customer's household can provide documentation proving that they are a current recipient of CalWORKS, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer can prove that the household's total annual income is less than two hundred (200%) percent of the federal poverty level.
- c. The customer is willing to enter into an amortization agreement, consistent with the written policy below.

If the conditions listed above are met, the customer shall enter into an amortization agreement (alternative payment arrangement) to avoid late fees or disruption of service, which must be in writing and signed by the customer, and City Finance Director or designee. An amortization plan will amortize the unpaid balance over a period defined by the City, not to exceed twelve (12) months. The amortized payment will be combined with, and subject to the due date of, the customer's regular bill. The customer must comply with the terms of the amortization plan and

remain current as charges accrue in each subsequent billing period. The customer may not request further amortization of any subsequent unpaid charges while paying the delinquent charges pursuant to an amortization plan. Failure to comply with the terms of an amortization plan will result in the issuance of a written disconnection notice. The disconnection notice will be in the form of a door hanger delivered to the premises no less than five (5) business days in advance of discontinuance of service.

#### 7. DISCONNECTION OF SERVICES.

A customer will remain responsible for any utility charges until a properly completed application for termination of service is accepted by the Finance Department.

The property owner of record is responsible for any utility consumption that occurs on an inactive account.

#### 8. BILLING ERRORS

On rare occasions a billing error may occur. The City requires that all billing concerns be reported promptly, to the Finance Department, upon receipt of the bill which is provided each month. No water, wastewater or solid waste adjustment will be made for any bills older than 6 months.

#### 9. WATER LEAKS

No water adjustment will be given for leaks occurring inside the structure, for excess usage related to negligence, irrigation systems or for water leaks found to be between the water meter and outside structure. A payment plan can be requested on the balance due, if greater than \$100, for up to three months. The City of Los Banos does not repair or detect leaks on the customer's side of the water meter.

#### 10. RETURNED CHECK / CREDIT CARD / ATM / DIRECT PAY FEE

Payments returned by the bank, regardless of reason, will be applied back to the account, a thirty-five dollar (\$35.00) returned payment fee will be incurred, and a notification letter will be sent. The returned payment is immediately considered past due, and will fall into the next shutoff proceeding if not paid by the due date in the notification letter. The fee of thirty-five dollars (\$35.00) will be charged for any payment that is returned this includes returned checks, returned electronic direct payments, credit cards, or debit cards and will be subject to shutoff procedures. After three returned payments in a year, the customer may only pay by cash, money order, cashier check or credit card for a period of twelve (12) months following the return of the third payment.

#### 11. METER REMOVAL AND REINSTALLATION; METER VANDALISM AND DESTRUCTION

Fees and charges for meter removal and reinstallation due to customer tampering with the meter after shutoff is in violation of the Municipal Code and fees and charges for meter vandalism and destruction shall be determined by City staff based on time and material cost incurred by the City for correction, repair, or replacement.

## 12. COLLECTION BY THE FINANCE DIRECTOR

It shall be the duty of the Finance Director or any other officer of the City designated by the Finance Director, to collect the water, wastewater collection, wastewater treatment, and disposal service charges set forth by resolution. Any account that is deemed uncollectible and has received a minimum of two past due notices will be written-off and placed in collections with the collection agency. Customers with outstanding accounts and/or collection accounts shall not setup utility services until all outstanding accounts are paid in full.

## 13. UTILITY SERVICE CHARGES: PROPERTY LIENS FOR DELINQUENCIES

With the exception of residential accounts but not excluding master-metered apartments all unpaid delinquent water, wastewater collection, wastewater treatment, and disposal service charges may, at the City's discretion, become a lien on the property served by the water and wastewater system of the City and will be collected and enforced in the same manner unpaid City taxes on such property are collected and enforced.

## 14. UTILITY BILL APPEAL PROCESS

An account holder may address issues related to their accounts by contacting the City's Finance Department or visiting the Finance Department located at City Hall during regular business hours. When responding to inquiries, staff will consider department policies, billing accuracy, account history and the account holder's issues or concerns. Customer concerns that cannot be resolved by the Accounting Clerks Team will be reviewed by an Accountant or Supervisor as necessary. If the issues or concerns cannot be resolved at this level, the account holder will be informed of their right to a formal review by the Finance Director, or any other City Administrator designated by the Finance Director. The Finance Director will review accounts only when billing complaints cannot be resolved by other means.

The account holder who requests the formal appeal of a bill-related issue must submit a written request to the Finance Director for a review of the account in question. The written appeal must state what the customer believes the issue(s) to be and the specific remedy requested. The request must also state what informal efforts were made to resolve the matter.

When a written appeal is received, all pending actions on the disputed portion of the account will be suspended until the merits of the case have been reviewed and a decision rendered. The City shall not discontinue residential services while the appeal is pending. The account holder is expected to keep current any undisputed portion of the account. Failure to do so may lead to standard collection efforts being applied to the account.

The Finance Director will evaluate City Code and policies, rate ordinances, account history and the account holder's request related to the case before rendering a decision. The Finance Director may accept the customer's requested remedy, authorize an alternate remedy or deny the appeal.

The Finance Director will provide written notification to the account holder by letter within ten (10) business days of reaching a decision. The letter will explain the decision and give clear explanation of future expectations for the account. An account holder may appeal the Finance Director decision to the City Manager. That notice must be given in writing within fifteen (15) calendar days after the date of the Finance Director's written decision. The City Manager may uphold or repeal the Finance Director's decision.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LOS BANOS ESTABLISHING RATES FOR WATER SERVICE  
FEES**

WHEREAS, the City of Los Banos (the "City") must generate revenues in an amount sufficient to cover the City's ongoing costs of providing water production, treatment, and delivery services ("water services"); and

WHEREAS, the City has determined that current increases to the schedule of rates for the City's Water service fees ("Water Fees") are necessary to generate revenues sufficient to cover the City's ongoing costs of providing water services and related costs and expenses; and

WHEREAS, the revenues derived from the Water Fees will not exceed the funds required to provide the water services and shall be used exclusively for the provision of water services; and

WHEREAS, the amount of the Water Fees will not exceed the proportional cost of the services attributable to each parcel upon which they are proposed for imposition; and

WHEREAS, the Water Fees will not be imposed on a parcel unless the water services are actually used by, or immediately available to, the owner of the parcel upon which the Water Fees are imposed or any tenant directly liable for the payment of Water Fees; and

WHEREAS, the City, as the lead agency under the California Environmental Quality Act (CEQA), in consultation with the City's Legal Counsel, prepared a Preliminary Exemption Assessment for the adoption of this Resolution in order to evaluate its potential impacts. The City determined that this Resolution is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the Water Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the Water system and will not result in the expansion of the Water system; and

WHEREAS, California Constitution article XIII D, section 6 ("Article XIII D") requires that prior to imposing any increase to the Water Fees, the City shall provide written notice (the "Notice") by mail of the proposed increases to the rates for the Water Fees to the record owner of each parcel upon which the rate increases to the Water Fees are proposed for imposition and any tenant directly liable for the payment of such fees, the amount of the rates for the Water Fees proposed to be imposed on each parcel, the basis upon which the rates for the Water Fees were calculated, the reason for the rate increases to the Water Fees, and the date time and location of a public hearing (the "Hearing") on the proposed rate increases to the Water Fees; and

WHEREAS, pursuant to Article XIII D such Notice is required to be provided to the affected property owners and any tenants directly liable for the payment of such fees not less than forty-five days prior to the Hearing on the proposed rates; and

WHEREAS, the City did provide such Notice to the affected property owners and tenants of the proposed rate increases to the Water Fees in compliance with Article XIII D; and

WHEREAS, the Hearing was held on this day, June 5, 2019; and

WHEREAS, at the Hearing the City Council of the City heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed rate increases to the Water Fees, and at the close of the Hearing the City did not receive written protests against the establishment and imposition of the proposed rate increases to the Water Fees from a majority of the affected property owners and tenants directly liable for the payment of the Water Fees; and

WHEREAS, the City Council of the City now desires to establish and impose the proposed rate increases to the Water Fees; and

WHEREAS, this Resolution shall supersede all other previous resolutions and ordinances that may conflict with, or be contrary to, this Resolution respecting the rates for Water Fees described more particularly herein;

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

1. The City Council hereby finds and determines that the above Recitals are true and correct and are incorporated herein.
2. As the decision making body for the City, the City Council has reviewed and considered the information contained in the Preliminary Exemption Assessment and administrative record. The City Council finds that the Preliminary Exemption Assessment contains a complete and accurate reporting of the environmental impacts associated with the adoption of this Resolution and reflects the independent judgment of the City Council.
3. The rates for the City's Water Fees are comprised of two components – a flat monthly service charge and a water usage charge. The water usage charge is imposed on a per unit basis for monthly water usage in excess of 1,500 cubic feet of metered water. One unit equals 100 cubic feet of metered water. The City Council hereby adopts the schedule of rates for the Water Fees set forth in Exhibit A, attached hereto and by this reference incorporated herein. The rates currently in effect for Water Fees shall remain in effect for service provided through June 30, 2019. Beginning July 1, 2019, the rates set forth in Exhibit A shall be in effect for water services provided on or after the respective dates set forth therein.
4. Prior to implementing any of the authorized rate increases on July 1, 2020, 2021, 2022, or 2023 as set forth in Exhibit A, the City shall provide written notice of any such increase not less than 30 days prior to the effective date of the increase. Such notice may be included in the regular billing statement for the payment of Water Fees or any other mailing by the City to the address to which the City customarily mails the billing

statement.

5. The City Council hereby finds that the administration, operation, maintenance, and improvements of the Water system, which are to be funded by the Water Fees, are necessary to maintain water services within the City's existing service area. The City Council further finds that the administration, operation, maintenance, and improvements of the Water system, to be funded by the Water Fees set forth herein, will not expand the Water system. The City Council further finds that such Water Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the Water system. Based on these findings, the City Council hereby determines that this Resolution is exempt from the requirements of CEQA pursuant to California Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273(a).
6. The documents and materials that constitute the record of proceedings on which these findings have been based are located at 520 J Street, Los Banos, California 93635. The custodian for these records is the City Clerk.
7. The City Council hereby authorizes and directs the City Manager to implement and take all actions necessary to effectuate the rates for the Water Fees set forth herein and to file a Notice of Exemption with the County Clerk for the County of Merced within five (5) working days of the date of the adoption of this Resolution.
8. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.
9. This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council that may conflict with, or be contrary to, this Resolution.
10. This Resolution shall become effective immediately upon its adoption.
11. The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5th day of, June 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:

ABSTAIN:

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Michael Villalta, Mayor

ATTEST:

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Lucille L. Mallonee, City Clerk

**EXHIBIT A**  
**SCHEDULE OF WATER SERVICE FEES**

The following schedule of rates and compensation is hereby set and established as the rates and compensation to be charged and collected.

**1. RATES TO BE EFFECTIVE:**

Every person whose premise in the City is served by a connection with the public water system of the City shall pay a water service fee as follows:

<b>*Proposed Monthly Water Rates - based on 3.5% maximum increase</b> <b>Actual rate increase may be less based upon the CPI for FY 2020/21 – 2023/24</b>						
<b>Customer Classification</b>	<b>Current through 06/30/2019</b>	<b>Effective July 1, 2019</b>	<b>*July 1, 2020</b>	<b>*July 1, 2021</b>	<b>*July 1, 2022</b>	<b>*July 1, 2023</b>
<b>Residential</b>						
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
<b>Commercial</b>						
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
	<b>Current through 06/30/2019</b>	<b>Effective July 1, 2019</b>	<b>*July 1, 2020</b>	<b>*July 1, 2021</b>	<b>*July 1, 2022</b>	<b>*July 1, 2023</b>
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						

All amounts specified in the sections below are subject to the annual increase, whereas the actual rate for Fiscal Year 2020/21 – 2023/24 will be determined by the CPI increase not to exceed 3.5%.

**2. WATER SERVICES: TEMPORARY CONNECTIONS**

Contractors or any persons desiring to use water in construction work where non-metered connections must be made shall in each case obtain a written permit from the Public Works Director. The Public Works Director will then designate the connection and the cost of the meter installation. All water shall then be charged at the prevailing rate. The current minimum charge is: \$33.74 for the hydrant rental rate and \$52.48 minimum water charge. The minimum water charge allots for 3,200 cubic feet of water usage per month. Any usage over 3,200 cubic feet will be charged an overage rate per each 100 cubic feet at \$1.64.

3. The monthly charges set forth in this subsection shall be made irrespective of the amount of water consumed through the metered connection during the monthly billing period.
4. For water meters over four (4") inches, the minimum monthly charge shall be as determined by the office of Public Works and the City Engineer.
5. For all water supplied through an un-metered service connection by the Utility Department, a flat monthly charge shall be made therefore, to be determined based upon the estimated quantity of water supplied at the rates set forth in as determined by the character of the use, but in no case shall such charge be less than the current flat rate for a meter < 1".
6. The City hereby reserves the right and power to contact separately with any person, firm, or corporation for the sale and delivery of water within or outside the City at wholesale, at times, places, and prices fixed and agreed upon by resolution of the Council. Water rates and compensation to be paid shall be based in part upon the use of the City water system.

7. METERS: MULTIPLE CONSUMERS RATES

- a. Separate Services. A single-family residence or business lot occupied by one private business concern with a regulation meter, as determined by the Public Works Director, shall constitute a service connection. No person shall run any water from any meter or service connection to any other consumer, whether on the same lot or property or not, for which the rate has been paid or the rules and regulations set forth in this chapter have not been complied with.
- b. Changes to multiple services. No change in the use of the water shall be made after the filing of the application until a written notice has been given to the Utility Department and written permission to make such change has been granted by the Public Works Director.
- c. Multiple Family Services. If one meter connection shall serve more than one family living separate and apart from another family, whether in suites or otherwise, and it is impossible to both the consumer and the Utility Department to install separate services, that meter shall be given the allowance consumption of 1,500 cubic feet for all units. If one utility customer for all units, the customer shall pay the minimum base rate, the multi unit rate per unit plus for excess water used over the allowance at the scheduled rate. If more than one utility customer for all units, the first unit shall pay the minimum base rate, plus the excess water used of over the allowance at the scheduled rate. The other units shall pay the multi unit rate per unit in excess of one. The allowance for more than one utility customer for a multiple family service will be determined by the Public Works Director.
- d. Multiple Commercial Services. If one meter connection shall serve more than one store, shop, or any other concern doing business separate and apart from one another, whether in the same building or not, and it is impractical to both the consumer and the Utility Department to install separate services or meters, that meter shall be given the allowance consumption of 1,500 cubic feet for all units. The owner shall pay the charges of the minimum base rate, the multi unit rate per, unit plus the excess water used over the allowance of the scheduled rate.
- e. Liability. With the exception of residential accounts, but not excluding master-metered apartments where one-meter connection serves one (1) or more separate and distinct consumers, the property owner or the applicant for services, or both at the option of the City shall be held responsible to the City for all water used.

- f. Utility Department Option for Separate Services. The Utility Department may, at its option, install separate services and collect the regular rate from each consumer, in which case the owner or consumer shall, at his expense, install a water pipeline from the property to the meter and pay the regular service connection fee.

#### 8. WATER SERVICES: APPLICATIONS: CONNECTIONS CHARGES

When the applicant applies for water services, an estimate of the cost of installing the water service, including labor, meters, valve boxes, valves, service lines, and service saddles or removing seals from sealed services, shall be made by the Public Works Director. An amount equal to such estimate shall be deposited with the Utility Department. The final payment for installing the water service shall be a sum equal to the cost of the materials required, plus the cost of the labor for installation. If the estimated deposit does not cover the cost, the difference shall be paid prior to the commencement of the service. If the estimated deposit exceeds the actual cost, the credit shall be applied against subsequent billings for the use of the City water system and water furnished.

#### 9. METER: TEST

Any Consumer may require, upon depositing \$25.00 at the office of the Utility Department, that the meter through which water is being furnished to such consumer be tested by the Utility Department for the purpose of ascertaining whether or not the meter is registering correctly. If, upon such test, the meter shall be found to register over two (2%) percent more water than actually passes through, another meter shall be substituted therefore, and the deposit of \$25.00 shall be returned to the consumer making the application, and the water bills for the current period shall be adjusted in an equitable manner. If, upon such test, the meter shall be found to register under two (2%) percent more water than actually passes through, the \$25.00 deposit shall be retained by the Utility Department and deposited in the water fund.

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LOS BANOS ESTABLISHING RATES FOR WASTEWATER  
SERVICE FEES**

WHEREAS, the City of Los Banos (the “City”) must generate revenues in an amount sufficient to cover the City’s ongoing costs of providing wastewater collection, treatment, and disposal services (“wastewater services”); and

WHEREAS, the City has determined that current increases to the schedule of rates for the City’s wastewater service fees (“Wastewater Fees”) are necessary to generate revenues sufficient to cover the City’s ongoing costs of providing wastewater services and related costs and expenses; and

WHEREAS, the revenues derived from the Wastewater Fees will not exceed the funds required to provide the wastewater services and shall be used exclusively for the provision of wastewater services; and

WHEREAS, the amount of the Wastewater Fees will not exceed the proportional cost of the services attributable to each parcel upon which they are proposed for imposition; and

WHEREAS, the Wastewater Fees will not be imposed on a parcel unless the wastewater services are actually used by, or immediately available to, the owner of the parcel; and

WHEREAS, the City, as the lead agency under the California Environmental Quality Act (CEQA), in consultation with the City’s Legal Counsel, prepared a Preliminary Exemption Assessment for the adoption of this Resolution in order to evaluate its potential impacts. The City determined that this Resolution is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the Wastewater Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the wastewater system and will not result in the expansion of the wastewater system; and

WHEREAS, California Constitution article XIII D, section 6 (“Article XIII D”) requires that prior to imposing any increase to the Wastewater Fees, the City shall provide written notice (the “Notice”) by mail of the proposed increases to the rates for the Wastewater Fees to the record owner of each parcel upon which the rate increases to the Wastewater Fees are proposed for imposition and any tenant directly liable for the payment of such fees, the amount of the rates for the Wastewater Fees proposed to be imposed on each parcel, the basis upon which the rates for the Wastewater Fees were calculated, the reason for the rate increases to the Wastewater Fees, and the date time and location of a public hearing (the “Hearing”) on the proposed rate increases to the Wastewater Fees; and

WHEREAS, pursuant to Article XIII D such Notice is required to be provided to the affected property owners and any tenants directly liable for the payment of such fees not less

than forty-five days prior to the Hearing on the proposed rates; and

WHEREAS, the City did provide such Notice to the affected property owners and tenants of the proposed rate increases to the Wastewater Fees in compliance with Article XIII D; and

WHEREAS, the Hearing was held on this day, June 5, 2019; and

WHEREAS, at the Hearing the City Council of the City heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed rate increases to the Wastewater Fees, and at the close of the Hearing the City did not receive written protests against the establishment and imposition of the proposed rate increases to the Wastewater Fees from a majority of the affected property owners and tenants directly liable for the payment of the Wastewater Fees; and

WHEREAS, the City Council of the City now desires to establish and impose the proposed rate increases to the Wastewater Fees; and

WHEREAS, this Resolution shall supersede all other previous resolutions and ordinances that may conflict with, or be contrary to, this Resolution respecting the rates for Wastewater Fees described more particularly herein;

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

1. The City Council hereby finds and determines that the above Recitals are true and correct and are incorporated herein.
2. As the decision making body for the City, the City Council has reviewed and considered the information contained in the Preliminary Exemption Assessment and administrative record. The City Council finds that the Preliminary Exemption Assessment contains a complete and accurate reporting of the environmental impacts associated with the adoption of this Resolution and reflects the independent judgment of the City Council.
3. The rates for the City's Wastewater 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 City Council hereby adopts the schedule of rates set forth in Exhibit A, attached hereto and by this reference incorporated herein. The rates currently in effect for Wastewater Fees shall remain in effect for services provided through June 30, 2019. Beginning July 1, 2019, the rates set forth in Exhibit A shall be in effect for services provided on or after the respective dates set forth therein.
4. Prior to implementing any of the authorized rate increases on July 1, 2020, 2021, 2022, or 2023 as set forth in Exhibit A, the City shall provide written notice of any such increase not less than 30 days prior to the effective date of the increase. Such notice may be included in the regular billing statement for the payment of Wastewater Fees or any other

mailing by the City to the address to which the City customarily mails the billing statement.

5. The City Council hereby finds that the administration, operation, maintenance, and improvements of the wastewater system, which are to be funded by the Wastewater Fees, are necessary to maintain wastewater services within the City's existing service area. The City Council further finds that the administration, operation, maintenance, and improvements of the wastewater system, to be funded by the Wastewater Fees set forth herein, will not expand the wastewater system. The City Council further finds that such Wastewater Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the wastewater system. Based on these findings, the City Council hereby determines that this Resolution is exempt from the requirements of CEQA pursuant to California Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273(a).
6. The documents and materials that constitute the record of proceedings on which these findings have been based are located at 520 J Street, Los Banos, California 93635. The custodian for these records is the City Clerk.
7. The City Council hereby authorizes and directs the City Manager to implement and take all actions necessary to effectuate the rates for the Wastewater Fees set forth herein and to file a Notice of Exemption with the County Clerk for the County of Merced within five (5) working days of the date of the adoption of this Resolution.
8. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.
9. This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council that may conflict with, or be contrary to, this Resolution.
10. This Resolution shall become effective immediately upon its adoption.
11. The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5th day of, June 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:

ABSTAIN:

\_\_\_\_\_  
Michael Villalta, Mayor

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk

**EXHIBIT A**  
**SCHEDULE OF WASTEWATER SERVICE FEES**

The following schedule of rates and compensation is hereby set and established as the rates and compensation to be charged and collected.

**1. RATES TO BE EFFECTIVE**

Every person whose premise in the City is served by a connection with the public sewage system of the City whereby the public sewage is treated by the City, either through the sewage treatment plant or otherwise, shall pay a wastewater service fees as follows:

*Proposed Monthly Wastewater Rates - based on 3.5% maximum increase Actual increase may be less based upon the CPI for FY 2020/21 – 2023/24						
Customer Classification	Current through June 30, 2019	Effective July 1, 2019	*July 1, 2020	*July 1, 2021	*July 1, 2022	*July 1, 2023
<b>Residential</b>						
<b>Wastewater Collection</b>						
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
<b>Wastewater Treatment</b>						
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
<b>Commercial</b>						
<b>Wastewater Collection</b>						
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
<b>Wastewater Treatment</b>						
Schools per student	\$1.67	\$1.73	\$1.79	\$1.85	\$1.92	\$1.98
<b>Standard Industrial</b>						
Per 100 cu ft. of water	\$1.42	\$1.47	\$1.52	\$1.57	\$1.63	\$1.69
<b>Bakeries, Restaurants, Dry Cleaning, Motion Picture Theaters, Packing Sheds, and Dry Process Dairy Products</b>						
Per 100 cu ft. of water	\$1.81	\$1.87	\$1.94	\$2.01	\$2.08	\$2.15
<b>Meat Products</b>						
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

All amounts specified in the sections below are subject to the annual increase, whereas the actual rate for Fiscal Year 2020/21 – 2023/24 will be determined by the CPI increase not to exceed 3.5%.

2. WASTEWATER COLLECTION SYSTEM CHARGES

- a. For industrial establishments including, but not limited to, packing sheds, garages, manufacturing plants, and chemical plants, that do not discharge large volumes of effluent and/or that do not contain unusual concentrations of materials that could affect the capacity or integrity of the sewer system as determined by the Public Works Director, \$38.00 per month.
- b. Where more than one business is provided water service through a single water meter, whether in the same building or not, each business shall pay a \$38.00 monthly wastewater collection charge.
- c. For schools, \$0.86 per month per student based on an annual Enrollment Report.
- d. For places of religious worship, \$19.00 per month.
- e. For hospitals, \$126.95 per month.
- f. For California Dairies or current tenant, \$1,611.87 per month.
- g. For the Los Banos Abattoir or current tenant, \$106.50 per month.

3. WASTEWATER TREATMENT CHARGES

- a. For schools, \$1.67 per month per student based on an annual Enrollment Report.
- b. Discharge from Non-Residential premises, unit charge. The following listed classifications shall pay a minimum wastewater treatment charge per one hundred (100 cu. ft.) cubic feet of water delivered. Where existing water services are not metered or are served by water sources other than metered City Water service, the Public Works Director shall estimate the water use by the best available method and recommend a set monthly rate to the City based on the estimated water use and the minimum wastewater treatment charge for the business classification. Where more than one business is provided water service through a single water meter, whether in the same building or not, each business shall pay a \$17.83 monthly wastewater treatment charge for up to and including an average 1,000 cubic feet of water delivered per business; where the metered account shall be billed the excess at the appropriate wastewater treatment unit charge.
- c. Business Classification Code.

Classification Standard Industrial Classification Manual	Minimum Waste Treatment Charge Amount per 100 Cubic Feet
Industry #5462 Retail Bakeries	\$1.81
Industry #5812 Restaurants	\$1.81
Industry #7216 Dry Cleaning Plants	\$1.81
Industry #7832 Motion Picture Theaters	\$1.81
All Other Except Critical Industries	\$1.42

<b>Classification Critical Industries (Division D)</b>	<b>Minimum Waste Treatment Charge Amount per 100 Cubic Feet</b>
Group #072 Crop Preparation Services (Packing Shed)	\$1.81
Group #201 Meat Products	\$2.37
Group #202 Dairy Products (Dry Process Only)	\$1.81
Group #243 Mill Work (Door Factor)	\$1.42
Group #379 Miscellaneous Transportation Equipment	\$1.42

Unit Charges: Unit Charges will apply to all Division D Industries where testing indicates that the total of the unit charges exceeds the minimum charge.

Group #202 Dairy Products (Except Dry Process)

Industry #201 Meat Packing Plants

Unit Charges for the above classification shall be based on the following unit rate formula:

<b>Charge Item</b>	<b>Quantity</b>	<b>Unit of Measure</b>		<b>Charge Rate</b>
Flow	Monthly Reading	Million Gallons	X	\$654.72
BOD <sup>(1)</sup>	Monthly Reading	1,000 lbs.	X	\$12.53
SS <sup>(1)</sup>	Monthly Reading	1,000 lbs.	X	\$30.96
Penalties		Each	X	\$333.78
<sup>(1)</sup> Formula: Flow X 8.34 lbs/gallon X mg/l concentration = quantity treated				

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LOS BANOS ESTABLISHING RATES FOR SOLID WASTE  
SERVICE FEES**

WHEREAS, the City of Los Banos (the "City") must generate revenues in an amount sufficient to cover the City's ongoing costs of providing solid waste collection and disposal services ("solid waste services"); and

WHEREAS, the City has determined that current increases to the schedule of rates for the City's solid waste service fees ("Solid Waste Fees") are necessary to generate revenues sufficient to cover the City's ongoing costs of providing solid waste services and related costs and expenses; and

WHEREAS, the revenues derived from the Solid Waste Fees will not exceed the funds required to provide the solid waste services and shall be used exclusively for the provision of solid waste services; and

WHEREAS, the amount of the Solid Waste Fees will not exceed the proportional cost of the services attributable to each parcel upon which they are proposed for imposition; and

WHEREAS, the Solid Waste Fees will not be imposed on a parcel unless the solid waste services are actually used by, or immediately available to, the owner of the parcel; and

WHEREAS, the City, as the lead agency under the California Environmental Quality Act (CEQA), in consultation with the City's Legal Counsel, prepared a Preliminary Exemption Assessment for the adoption of this Resolution in order to evaluate its potential impacts. The City determined that this Resolution is exempt from CEQA review under Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273 because the Solid Waste Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the Solid Waste system and will not result in the expansion of the Solid Waste system; and

WHEREAS, California Constitution article XIII D, section 6 ("Article XIII D") requires that prior to imposing any increase to the Solid Waste Fees, the City shall provide written notice (the "Notice") by mail of the proposed increases to the rates for the Solid Waste Fees to the record owner of each parcel upon which the rate increases to the Solid Waste Fees are proposed for imposition and any tenant directly liable for the payment of such fees, the amount of the rates for the Solid Waste Fees proposed to be imposed on each parcel, the basis upon which the rates for the Solid Waste Fees were calculated, the reason for the rate increases to the Solid Waste Fees, and the date time and location of a public hearing (the "Hearing") on the proposed rate increases to the Solid Waste Fees; and

WHEREAS, pursuant to Article XIII D such Notice is required to be provided to the affected property owners and any tenants directly liable for the payment of such fees not less

than forty-five days prior to the Hearing on the proposed rates; and

WHEREAS, the City did provide such Notice to the affected property owners and tenants of the proposed rate increases to the Solid Waste Fees in compliance with Article XIII D; and

WHEREAS, the Hearing was held on this day, June 5, 2019; and

WHEREAS, at the Hearing the City Council of the City heard and considered all oral testimony, written materials, and written protests concerning the establishment and imposition of the proposed rate increases to the Solid Waste Fees, and at the close of the Hearing the City did not receive written protests against the establishment and imposition of the proposed rate increases to the Solid Waste Fees from a majority of the affected property owners and tenants directly liable for the payment of the Solid Waste Fees; and

WHEREAS, the City Council of the City now desires to establish and impose the proposed rate increases to the Solid Waste Fees; and

WHEREAS, this Resolution shall supersede all other previous resolutions and ordinances that may conflict with, or be contrary to, this Resolution respecting the rates for Solid Waste Fees described more particularly herein;

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

1. The City Council hereby finds and determines that the above Recitals are true and correct and are incorporated herein.
2. As the decision making body for the City, the City Council has reviewed and considered the information contained in the Preliminary Exemption Assessment and administrative record. The City Council finds that the Preliminary Exemption Assessment contains a complete and accurate reporting of the environmental impacts associated with the adoption of this Resolution and reflects the independent judgment of the City Council.
3. The rates for Solid Waste Fees imposed on residential customers are comprised of a fixed monthly charge based on the size of the refuse container used for such property. The rates for Solid Waste Fees imposed on commercial customers 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 City Council hereby adopts the schedule of rates set forth in Exhibit A, attached hereto and by this reference incorporated herein. The rates currently in effect for Solid Waste Fees shall remain in effect for services provided through June 30, 2019. Beginning July 1, 2019, the rates set forth in Exhibit A shall be in effect for solid waste services provided on or after the respective dates set forth therein.
4. Prior to implementing any of the authorized rate increases on July 1, 2020, 2021, 2022, or 2023 as set forth in Exhibit A, the City shall provide written notice of any such increase

not less than 30 days prior to the effective date of the increase. Such notice may be included in the regular billing statement for the payment of Solid Waste Fees or any other mailing by the City to the address to which the City customarily mails the billing statement.

5. The City Council hereby finds that the administration, operation, maintenance, and improvements of the Solid Waste system, which are to be funded by the Solid Waste Fees, are necessary to maintain solid waste services within the City's existing service area. The City Council further finds that the administration, operation, maintenance, and improvements of the Solid Waste system, to be funded by the Solid Waste Fees set forth herein, will not expand the Solid Waste system. The City Council further finds that such Solid Waste Fees are necessary and reasonable to fund the administration, operation, maintenance, and improvements of the Solid Waste system. Based on these findings, the City Council hereby determines that this Resolution is exempt from the requirements of CEQA pursuant to California Public Resources Code section 21080(b)(8) and State CEQA Guidelines section 15273(a).
6. The documents and materials that constitute the record of proceedings on which these findings have been based are located at 520 J Street, Los Banos, California 93635. The custodian for these records is the City Clerk.
7. The City Council hereby authorizes and directs the City Manager to implement and take all actions necessary to effectuate the rates for the Solid Waste Fees set forth herein and to file a Notice of Exemption with the County Clerk for the County of Merced within five (5) working days of the date of the adoption of this Resolution.
8. If any section, subsection, subdivision, sentence, clause, or phrase in this Resolution or any part thereof is for any reason held to be unconstitutional or invalid, ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Resolution or any part thereof. The City Council hereby declares that it would have adopted each section irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, or phrases be declared unconstitutional, invalid, or ineffective.
9. This Resolution shall supersede any and all provisions of any previous resolution and/or ordinance approved by the City Council that may conflict with, or be contrary to, this Resolution.
10. This Resolution shall become effective immediately upon its adoption.
11. The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5th day of, June 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:  
ABSTAIN:

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Michael Villalta, Mayor

ATTEST:

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Lucille L. Mallonee, City Clerk

**EXHIBIT A**  
**SCHEDULE OF SOLID WASTE SERVICE FEES**

The following schedule of rates and compensation is hereby set and established as the rates and compensation to be charged and collected.

**1. RATES TO BE EFFECTIVE**

Every person whose premise in the City that receives solid waste disposal services shall pay a solid waste service fee as follows:

<b>*Proposed Monthly Water Rates - based on 3.5% maximum increase</b>						
<b>Actual rate increase may be less based upon the CPI for FY 2020/21 – 2023/24</b>						
<b>Customer Classification</b>	<b>Current through June 30, 2019</b>	<b>Effective July 1, 2019</b>	<b>*July 1, 2020</b>	<b>*July 1, 2021</b>	<b>*July 1, 2022</b>	<b>*July 1, 2023</b>
<b>Residential</b>	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
<b>Commercial</b>						
<b>Cart Service Monthly Rate One Pick Up per Week</b>						
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
<b>Bin Service Monthly Rate – Service Frequency Varies</b>						
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
<b>Commercial Recyclable Materials/Green Waste Materials</b>						
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
<b>Additional Pick Ups charges are per occurrence</b>						
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
<b>Additional Recyclable Material Pick Ups charges are per occurrence</b>						
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
<b>Regularly Scheduled Collection Service (Per pull/return rate not including initial deliver fee)</b>						
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
<b>On-Call Collection Service (Per pull rate includes delivery fee; does not include demurrage fee)</b>						
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
<b>Regularly Scheduled Compactor Service – Customer Owned Compactors (per pull/return rate not including initial delivery fee)</b>						
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
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
<b>Regularly Scheduled Compactor Service – Contractor Owned Compactors</b>						
<b>(per pull/return rate not including initial delivery fee)</b>						
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
<b>Recyclable Materials Contamination Charge upon 3<sup>rd</sup> Notice by Contractor</b>						
Container Removal	\$25.00	\$25.88	\$26.78	\$27.73	\$28.69	\$29.69



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:** June 5, 2019

**SUBJECT:** Landscaping and Lighting Districts No. 1-7 and No. 9-19 Annual Assessments

**TYPE OF REPORT:** Public Hearing

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**Recommendation:**

To complete the preparation of the annual assessment of the City of Los Banos' Eighteen (18) Landscape and Lighting Districts, the City Council is requested to take the following actions:

1. Conduct a noticed public hearing to solicit input on the Landscaping and Lighting Districts annual assessments.
2. Adopt the Resolution confirming Diagram and Assessment and Levying Assessments for Landscaping and Lightings Districts No. 1-7 and No. 9-19 for Fiscal Year 2019-2020.

**Background:**

The City of Los Banos currently administers eighteen (18) Landscaping and Lighting Districts which provides for the maintenance of certain improvements within each of the districts. The Fiscal health of the Landscaping & Lighting Districts has continually improved over the last ten years. Fifteen (15) Districts maintained a negative ending balance in 2009-2010 FY. The ending balance for 2019-2020 FY is estimated to have three (3) Districts with a negative ending balance. This transformation affords staff the ability to plan/schedule the repair and replacement of the infrastructure in the parks

and right-of-ways. The maintenance and improvements which are part of the Landscaping and Lighting Districts are specific for each district and may include the following types of items: street lighting; landscaped street medians and right-of-ways; storm drainage facilities; water, sewage, and disposal; sidewalks and street signs; parks and related facilities; masonry walls and fences; and/or traffic signals.

For each fiscal year, the City Council holds a public hearing to confirm and authorize the levying of assessments presented in the assessment roll for each Landscaping and Lighting District. The assessment rolls are found in the Annual Report for each Landscaping and Lighting District prepared by the City Engineer/Public Works Director and other City staff. The annual reports are filed with the City Clerk. Copies are also available at the Public Works office for review. This year the Landscaping and Lighting Districts were publicly noticed in the local newspaper on May 17, 2019.

**Discussion:**

The Engineer's report for each of the Landscaping and Lighting Districts in the 2019-2020 FY consists of six parts as follows:

PART A – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in the report by reference.

PART B – An estimate of the 2019-2020 FY Landscaping and Lighting District maintenance and improvement costs.

PART C – An assessment of the estimated cost of the improvements on each benefited parcel of land within the Landscaping and Lighting District and are included in the report by reference.

PART D – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

PART E – A list of the names and addresses of the owners of real property within the Landscaping and Lighting District, as shown on the last equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit C by assessment number and included in the report by reference.

PART F – A diagram showing all of the parcels of real property within the Landscaping and Lighting District is keyed to Part C by assessment number and included in the report by reference.

Attached is a table that outlines each Landscaping and Lighting District, its year of formation, its 2018-2019 FY current assessment, and its proposed 2019-2020 FY assessment. Also attached are Part B, 2019-2020 FY Engineer's Cost Estimate, and Part D, 2019-2020 FY Method of Assessment Spread.

The following is a summary of improvements which are being scheduled for the Districts in the 2019-2020 FY:

District 1 – Ranchwood

Repair irrigation & replant trees/plants – median strips along Stonewood Drive

District 2 – Cresthills

Planned rehabilitation of one of the pumps at the Pioneer Storm Station

Replace swing set in playground

District 3 – Gardens

Gardens park 3 playground repairs

District 4 – College Greens

Repair and re-stripe parking lot

Repair irrigation & replant plants adjacent to parking lot

District 5 – Orchard Terrace

Replace entire playground structure in Citrus II park

District 6 – St Francis

Repair irrigation & replant plants in landscape strips along San Ramon & Place Rd

District 7 – Valley Meadows

Repair irrigation & replant plants in landscape strip along Mercey Springs at B St

District 9 – Jo-Lin

Planned rehabilitation of one of the pumps at the Jo-Lin Storm Station

Repair irrigation & replant plants in landscape strips along Ward Rd

District 10 – LB Creek

Repair irrigation & replant plants in landscape strips along Badger Flat Rd

District 11 – Meadowlands

Repair playground equipment in Meadowland II park

District 12 – Mission Estates

Replace one of the irrigation pumps

Planned rehabilitation of one of the pumps at the Verona Storm Station

District 13 – Somerset

Repair irrigation & replant plants in landscape strips along Overland Ave

District 14 – Northgate

Repair drinking fountains and park lighting

District 15 – Magnolia Grove

Minor replanting of landscape along Birch Ave

District 16 – Senior Villages

First phase of irrigation repairs & plant replanting in landscape strip along Colorado

District 17 – Stonecreek

Planned rehabilitation of one of the pumps at the Stonecreek Storm Station

Landscape improvements programmed for FY 2020-2021 through FY 2023-2024

District 18 – Rail Road Corridor

Repair irrigation & replant plants in landscape strips along Rail Trail

Repair concrete trail signs

Tree replacements and tree re-staking is being scheduled in every District utilizing park maintenance funds and/or capital funds. The forecast to manage the Districts responsibly

and make scheduled improvements is encouraging. This is the first year since the economic downturn, over ten years ago, where the majority of Districts will only see a Cost of Living increase.

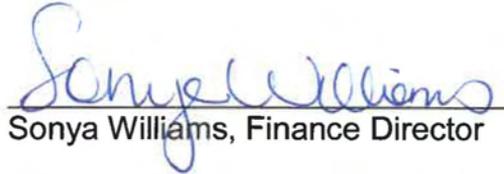
**Fiscal Impact:**

The Resolution attached allows the City to submit the levies to the County to be placed on the tax rolls. These assessments provide for the maintenance and improvements in the Landscaping and Lighting Districts for the 2019-2020 fiscal year.

**Reviewed by:**



Alex Terrazas, City Manager



Sonya Williams, Finance Director

**Attachments:**

Resolution  
Public Hearing Notice  
Estimated Fund Balances  
Landscaping and Lighting District Map  
Landscaping and Lighting District Assessment Table  
Part B and Part D of Engineer's Report

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS BANOS CONFIRMING DIAGRAM,  
ASSESSMENT, AND LEVYING ASSESSMENTS  
FOR LANDSCAPING AND LIGHTING DISTRICTS  
NUMBERS 1-7 AND NUMBERS 9-19 FOR THE  
FISCAL YEAR 2019-2020**

The City Council of the City of Los Banos resolves:

1. Pursuant to the Landscaping and Lighting Act of 1972, the City Engineer for the City's Landscaping and Lighting Districts Numbers 1-7 and Numbers 9-19 has filed annual reports for each district for fiscal year 2019-2020 with the City Clerk; and

2. The charges presented on the Assessment roll for each Landscaping and Lighting District is developed in compliance to the Landscaping and Lighting Act of 1972, Section 22569 and 22572. The charges are levied without regard to property valuation.

3. The City Engineer has filed his annual report with the City Clerk, and the City Council adopted its Resolution of intention to Levy and Collect Assessments within the Landscaping and Lighting Districts for the fiscal year 2019-2020 and set a public hearing to be held on June 5, 2019, in the meeting place of the City Council, City Hall, 520 J Street, Los Banos, CA. Notice of the hearing was given in the time and manner required by law.

4. At the public hearing, the City Council afforded to every interested person an opportunity to comment on the annual reports either in writing or orally, and the City Council has considered each comment.

5. The City Council hereby confirms the diagram and assessments as set forth in the annual reports of the City Engineer for Landscaping & Lighting Districts Numbers 1-7 and Numbers 9-19 and hereby levies the assessments set forth herein for fiscal year 2019-2020.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5th day of June 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:

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Michael Villalta, Mayor

ATTEST:

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Lucille L. Mallonee, City Clerk

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

TO RECEIVE PUBLIC COMMENT ON THE QUESTION OF THE  
LEVY OF THE PROPOSED ANNUAL ASSESSMENT FOR FISCAL YEAR 2019-2020  
FOR LANDSCAPING AND LIGHTING DISTRICTS 1-7 AND 9-19

Where: City Council Chambers  
520 J Street  
Los Banos, CA 93635

When: June 5, 2019  
7:00 PM

Notice is hereby given that the City of Los Banos will conduct a Public Hearing when and where public testimony will be invited regarding the question of the levy of the proposed annual assessment for fiscal year 2019-2020. The City Council intends to levy and collect assessments within Assessment Districts No. 1-7 and No. 9-19 during the Fiscal Year 2019-2020. The area of land to be assessed is located in the City of Los Banos, Merced County. The improvements to be made in these assessment districts are generally described as follows:

1. Street Lighting, Landscaped Street Medians and Right-of-Ways, Storm Drainage Facilities, Park Areas & Recreational Facilities, Street Trees, Walls, Sidewalks & Street Signs.

An annual report prepared by the City Engineer for the City of Los Banos (Engineer of Work) is on file with the City Clerk as required by the Landscape and Lighting Act of 1972. Below is a table showing the Assessment Districts, the existing 2018-2019 assessments and the 2019-2020 proposed assessments.

District Number	District Name	2018-2019 Existing Assessment	2019-2020 Proposed Assessment
1	Ranchwood Estates Vineyards Commercial - Dollar General	a) \$105.72/RU b) \$370.30/RU c) \$1,481.24/Acre	a) \$109.42/RU b) \$383.26/RU c) \$1,533.08/Acre
2	Cresthills	\$187.26/RU	\$193.80/RU
3	Los Banos Gardens Units 2,4,5 Los Banos Gardens Unit 3	a) \$197.54/RU b) \$303.66/RU	a) \$204.44/RU b) \$314.28/RU
4	College Greens Estates	\$159.82/RU	\$165.40/RU
5	Orchard Terrace Commercial – Commerce Center	a) \$202.60/RU b) \$810.44/Acre	a) \$209.68/RU b) \$838.80/Acre
6	St Francis Estates	\$95.58/RU	\$98.92/RU
7	Valley Meadows	\$206.24/RU	\$213.46/RU
9	Jo-Lin/Rancho de Amigos Commercial – College Plaza	a) \$207.24/RU b) \$1,203.20/Acre	a) \$214.48/RU b) \$1,245.30/Acre
10	Commercial – LB Creek Shopping Center	\$1,073.36/Acre	\$1,110.92/Acre
11	Meadowlands Avalon Commercial	a) \$217.26/RU b) \$220.60/RU c) \$1,088.44/Acre	a) \$228.12/RU b) \$231.62/RU c) \$1,142.86/Acre
12	Verona/Mission Estates	\$235.12/RU	\$243.34/RU
13	Somerset Park Commercial – Circle K	a) \$299.24/RU b) \$1,196.96/Acre	a) \$299.24/RU b) \$1,196.96/Acre
14	Northgate @ Regency Park Mission Village North	a) \$300.34/RU b) \$352.02/RU	a) \$310.84/RU b) \$364.34/RU
15	Magnolia Grove	\$376.52/RU	\$376.52/RU
16	Senior Homes Villages	\$91.74/RU	\$94.94/RU
17	Stonecreek Villages Villages III, IV Commercial – Stonecreek Plaza	a) \$374.20/RU b) \$710.10/RU c) \$418.68/Acre	a) \$387.30/RU b) \$734.94/RU c) \$433.32/Acre
18	Rail Road Corridor	\$10.68/Linear Foot	\$11.04/Linear Foot
19	Talbott Park	\$2,436.56/Acre	\$2,680.22/Acre

RU = Residential Unit

CU = Commercial Unit

All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The Public Hearing will be held at the regular meeting of the Los Banos City Council on Wednesday, June 5, 2019 at 7:00 p.m. in the Council Chambers at the Los Banos City Hall located at 520 J Street, or as near as possible thereafter, at which time and place interested persons may appear and be heard thereon. Questions regarding the above referenced item may be directed to Mark Fachin, P.E., Public Works Director/City Engineer at the Public Works Department, 411 Madison Avenue or at (209) 827-7056.

All interested persons will be given an opportunity to comment on this item at the Public Hearing. In addition, written comments may be submitted to the City Council at or prior to the hearing, mailed to 411 Madison Avenue, Los Banos, CA 93635, Attention: Mark Fachin, P.E., Public Works Director/City Engineer. Please reference hearing title and date of hearing in any correspondence. If no comments are received prior to or on the above date, it will be assumed that no comments are being offered. Please note that if you challenge the City's final decision on the above matter in court, you may be limited to raising only those factual and legal issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing. In light of the foregoing, all interested members of the public are encouraged to voice their concerns regarding all above matter either in person at the hearing or in writing through correspondence addressed to the City Council and submitted to the City Council at or prior to the date of the above hearing.

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

THE CITY OF LOS BANOS  
MARK FACHIN, P.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER  
Legal MAY 17, 2019

City of Los Banos  
Landscape & Lighting Districts  
Estimated Fund Balances

District	Fund	Audited Ending Fund Bal FY 17-18	Requested Revenues FY 18-19	Requested Expenditures FY 18-19	Estimated Ending Fund Bal FY 18-19	Requested Revenue FY 19-20	Requested Expend FY 19-20	Estimated Ending Fund Bal FY 19-20
Ranchwood	271	157,957	485,197	480,826	162,328	501,764	577,865	86,227
Cresthills	272	251,521	74,406	300,168	25,759	95,156	106,734	14,181
Los Banos Gardens	273	2,906	147,100	135,202	14,804	152,185	149,835	17,154
College Green	274	152,776	104,104	129,450	127,430	107,014	140,639	93,805
Orchard Terrace	275	75,416	69,798	65,388	79,826	72,030	140,490	11,366
St. Francis	276	49,071	31,077	45,004	35,144	31,852	40,561	26,435
Valley Meadows	277	17,976	17,973	15,500	20,449	18,571	18,177	20,843
Jo-Lin Manor	279	91,095	119,508	127,495	83,108	123,581	175,979	30,710
LB Creek Shopping Center	280	35,869	42,913	44,883	33,899	44,337	47,241	30,995
Meadowlands	281	(417,586)	205,485	240,401	(452,502)	215,703	259,728	(496,527)
Verona/Mission Estates	282	81,354	115,039	143,968	52,425	118,750	131,555	39,620
Somerset Park	283	44,960	31,017	27,973	48,004	30,917	51,993	26,928
Northgate/Regency Park	284	63,877	255,536	255,269	64,144	264,266	276,714	51,696
Magonolia Grove	285	(17,770)	11,671	5,341	(11,440)	11,672	5,649	(5,417)
Senior Homes Villages	286	7,293	13,391	10,286	10,398	13,861	18,099	6,160
Stonecreek Villages	287	45,615	282,232	318,864	8,983	332,427	320,583	20,827
Rail Road Corridor	288	83,230	114,777	117,036	80,971	117,040	128,541	69,470
Talbot Park	289	(118,223)	60,889	89,847	(147,181)	66,979	65,700	(145,902)

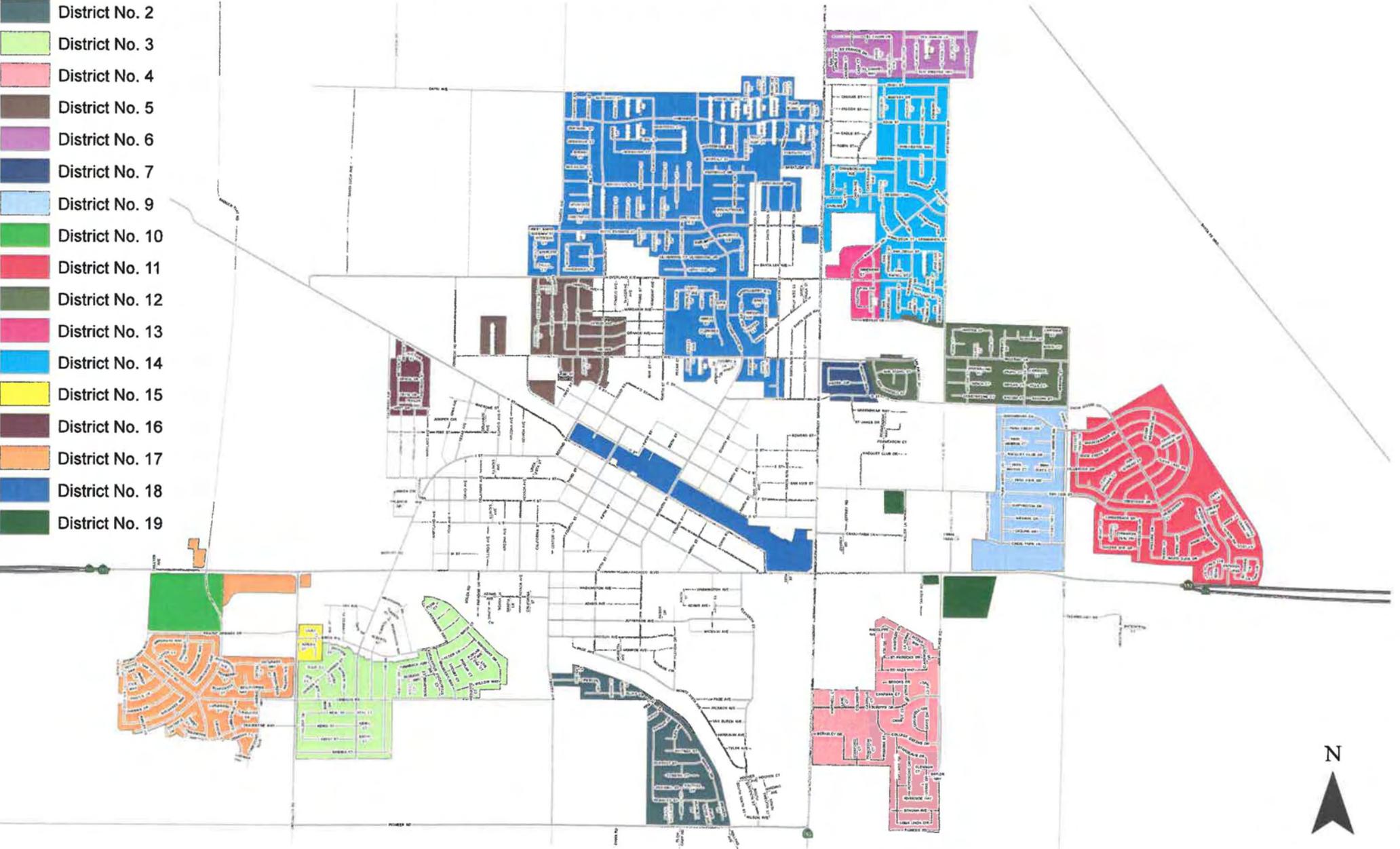
FY 2020 Capital Improvements

Ranchwood	Park/Playground/Landscape Improvements	\$	100,000
Cresthills	Storm Drain Improvements	\$	20,000
Orchard Terrace	Playground Equipment in Citrus II Park	\$	70,000
Jo-Lin	Park/Playground/Landscape Improvements	\$	20,000
Jo-Lin	Storm Drain Improvements	\$	20,000
Mission Estates	Storm Drain Improvements	\$	20,000
Somerset	Park/Playground/Landscape Improvements	\$	20,000
Senior Village	Park/Playground/Landscape Improvements	\$	7,000
Stonecreek	Storm Drain Improvements	\$	25,000
Rail Road Corridor	Park/Playground/Landscape Improvements	\$	20,000

**Legend**

- District No. 1
- District No. 2
- District No. 3
- District No. 4
- District No. 5
- District No. 6
- District No. 7
- District No. 9
- District No. 10
- District No. 11
- District No. 12
- District No. 13
- District No. 14
- District No. 15
- District No. 16
- District No. 17
- District No. 18
- District No. 19

**CITY OF LOS BANOS  
LANDSCAPE AND LIGHTING DISTRICTS**



**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING  
DISTRICT ASSESSMENT TABLE**

<b>District #</b>	<b>Year Formed</b>	<b>District Name</b>	<b>2018/2019 Existing Assessment</b>	<b>2019/2020 Proposed Assessment</b>
1	1988 1998 2015	Ranchwood Estates Vineyards Commercial - Dollar General	a) \$105.72/RU b) \$370.30/RU c) \$1,481.24/Acre	a) \$109.42/RU b) \$383.26/RU c) \$1,533.08/Acre
2	1988	Cresthills	\$187.26/RU	\$193.80/RU
3	1988,89,03 2001	Los Banos Gardens Units 2,4,5 Los Banos Gardens Unit 3	a) \$197.54/RU b) \$303.66/RU	a) \$204.44/RU b) \$314.28/RU
4	1989	College Greens Estates	\$159.82/RU	\$165.40/RU
5	1989 2015	Orchard Terrace Commercial – Commerce Ctr	a) \$202.60/RU b) \$810.44/Acre	a) \$209.68/RU b) \$838.80/Acre
6	1989	St Francis Estates	\$95.58/RU	\$98.92/RU
7	1990	Valley Meadows	\$206.24/RU	\$213.46/RU
9	1991 2001	Jo-Lin/Rancho de Amigos Commercial – College Plaza	a) \$207.24/RU b) \$1,203.20/Acre	a) \$214.48/RU b) \$1,245.30/Acre
10	1994	Commercial – LB Creek Shopping Ctr	\$1,073.36/Acre	\$1,110.92/Acre
11	1999 2000 1999	Meadowlands Avalon Commercial	a) \$217.26/RU b) \$220.60/RU c) \$1,088.44/Acre	a) \$228.12/RU b) \$231.62/RU c) \$1,142.86/Acre
12	2001	Verona/Mission Estates	\$235.12/RU	\$243.34/RU
13	2002 2015	Somerset Park Commercial – Circle K	a) \$299.24/RU b) \$1,196.96/Acre	a) \$299.24/RU b) \$1,196.96/Acre
14	2002 2004	Northgate @ Regency Park Mission Village North	a) \$300.34/RU b) \$352.02/RU	a) \$310.84/RU b) \$364.34/RU
15	2004	Magnolia Grove	\$376.52/RU	\$376.52/RU
16	2006	Senior Homes Villages	\$91.74/RU	\$94.94/RU
17	2006 2016 2009	Stonecreek Villages Villages III, IV Commercial – Stonecreek Plaza	a) \$374.20/RU b) \$710.10/RU c) \$418.68/Acre	a) \$387.30/RU b) \$734.94/RU c) \$433.32/Acre
18	2006	Rail Road Corridor	\$10.68/Linear Foot	\$11.04/Linear Foot
19	2006	Talbott Park	\$2,436.56/Acre	\$2,680.22/Acre

RU = Residential Units

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 1

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN RANCHWOOD ESTATES AND THE VINEYARDS, UNITS 1-3**

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	486.98
2	Fleet Services	588.12
3	Sidewalk Maintenance	65.00
4	Water Sewerage & Disposal	20,488.00
5	Landscape Maintenance	2,603.90
6	Park Maintenance	18,200.00
7	Storm Drain Maintenance	52.00
8	Street Sign Maintenance	780.00
9	Street Tree Maintenance	520.00
10	Fence Maintenance	130.00
11	Professional Services	13,792.74
12	Street Light Maintenance	1,300.00
13	Electricity & Gas	13,520.00
14	Gasoline & Oil	781.56
	Sub Total	\$ 73,308.30
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 73,308.30

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	5,638.88
2	City Engineer	0
3	Legal Fees	0
4	Charge In	45,297.72
	Total Incidental Expenses	\$ 50,936.60

**C. CAPITAL EXPENSES**

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	26,000.00
	Total Capital Expenses	\$ 26,000.00

Total Estimated Cost 2019-2020 \$ 150,244.90

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 42,205.28
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**E. BALANCE TO ASSESSMENT 2019-2020**

\$ (108,039.62)

**PART B**  
**ESTIMATE OF COST**  
CITY OF LOS BANOS  
2019-2020

A. ITEMS TO BE MAINTAINED IN THE VINEYARDS, UNITS 4-18; VILLAGE GREEN; AND HARVEST GROVE

#	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	1,367.29
2	Fleet Services	1,651.26
3	Sidewalk Maintenance	182.50
4	Water Sewerage & Disposal	57,524.00
5	Landscape Maintenance	7,310.95
6	Park Maintenance	51,100.00
7	Storm Drain Maintenance	146.00
8	Street Sign Maintenance	2,190.00
9	Street Tree Maintenance	1,460.00
10	Fence Maintenance	365.00
11	Professional Services	38,725.77
12	Street Light Maintenance	3,650.00
13	Electricity & Gas	37,960.00
14	Gasoline & Oil	2,194.38
	Sub Total	\$ 205,827.15
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 205,827.15

B. INCIDENTAL EXPENSES

1	District Administrative Costs	15,832.24
2	City Engineer	0
3	Legal Fees	0
4	Charge In	127,182.06
	Total Incidental Expenses	\$ 143,014.30

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	73,000.00
	Total Capital Expenses	\$ 73,000.00

Total Estimated Cost 2019-2020 \$ 421,841.45

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ 118,499.44
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E. BALANCE TO ASSESSMENT 2019-2020 \$ (303,342.01)



## PART D

### METHOD OF APPORTIONMENT OF ASSESSMENT

#### LANDSCAPING AND LIGHTING DISTRICT NO. 1 (Pursuant to the Landscaping and Lighting Act of 1972)

#### METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Subdivision 87-1, Subdivision 89-3, Subdivision 89-4, Unit 1, 5, 6, 6A and 7 of Subdivision 89-5, Tract No. 90-1, Units 2, 3, 4 and 5 of Tract 90-3, Tract 93-1, Tract No. 94-02 and Unit 1, 2 and 3, of Tract No. 96-01 have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Units 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Tract No. 96-01; Unit 18 of Tract 2000-02; Tract 98-03; and Tract 2013-01 have been completed and accepted by the City.
- (c) Public improvements associated with Dollar General Market have been completed and accepted by the City.

#### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 1215 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$150,244.90 divided by 1215 equals \$123.66 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements in 2019-2020 and allowable reserve funding will raise the assessment for the 2019-2020 Fiscal Year to \$109.42 per RU.
- (b) The total number of assessable units is 952 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$421,841.45 divided by 952 equals \$443.11 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements in 2019-2020 and allowable reserve funding will raise the assessment for the 2019-2020 Fiscal Year to \$383.26 per RU.
- (c) The total number of assessable units is 1 CU. The net acreage of the assessable units is 2.58 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$5,778.65 divided by 2.58 acres, which equals \$2,239.78 per acre. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements in 2019-2020 and allowable reserve funding will raise the assessment for the 2019-2020 Fiscal Year to \$1,533.08 per acre.

#### LIMITATION ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$105.72 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$105.72 per RU.) In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$109.42 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$370.30 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$370.30 per RU.) In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$382.26 per RU.
- (c) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,481.24 per acre, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$1,481.24 per acre.) In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$1,533.08 per acre.

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 2

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN CRESTHILLS 1 AND 2, EAST CENTER PHASE 1

#	Description	Total Amount
1	Fleet Repair & Maintenance	468.00
2	Fleet Services	566.00
3	Sidewalk Maintenance	500.00
4	Water Sewerage & Disposal	5,000.00
5	Landscape Maintenance	44.00
6	Park Maintenance	13,000.00
7	Storm Drain Maintenance	200.00
8	Street Sign Maintenance	1,500.00
9	Street Tree Maintenance	500.00
10	Fence Maintenance	0.00
11	Professional Services	6,706.00
12	Street Light Maintenance	500.00
13	Electricity & Gas	9,700.00
14	Gasoline & Oil	752.00
	Sub Total	\$ 39,436.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 39,436.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	3,378.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	31,677.00
	Total Incidental Expenses	\$ 35,055.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	20,000.00
2	Buildings & Structures	12,243.00
	Total Capital Expenses	\$ 32,243.00

Total Estimated Cost 2019-2020	\$ 106,734.00
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D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ 25,759.00
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E. BALANCE TO ASSESSMENT 2019-2020

\$	(80,975.00)
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**DISTRICT #2 CAPITAL COSTS**

The total estimated fund balance in District #2 is \$25,759.00 for the Fiscal Year 2018-2019. Rehabilitation of one of the pumps at the Pioneer Road Storm Station is being scheduled in the 2019-2020 Fiscal Year. The estimated expenditure for this work is \$20,000.00. The retention of \$12,243.00 for the Cresthills Park Arbor will be paid in Fiscal Year 2019-2020.

## **PART D**

### **METHOD OF APPORTIONMENT OF ASSESSMENT**

#### **LANDSCAPING AND LIGHTING DISTRICT NO. 2**

(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Subdivisions 87-2, Subdivision 87-4, and East Center Phase 1 have been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 491 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$106,734.00 divided by 491 equals \$217.38 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included. The 2019-2020 Fiscal Year assessment will increase to \$193.80 per RU. Planned capital improvements are included in 2019-2020 Fiscal Year.

### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$187.26 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2018-2019 was \$187.26). In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$193.80 per RU.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 3

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN LOS BANOS GARDENS 2,4 AND 5; UNITS 1, 2A, 2B AND 3**

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	623.20
2	Fleet Services	752.40
3	Sidewalk Maintenance	1,140.00
4	Water Sewerage & Disposal	21,660.00
5	Landscape Maintenance	1,835.40
6	Park Maintenance	19,000.00
7	Storm Drain Maintenance	152.00
8	Street Sign Maintenance	760.00
9	Street Tree Maintenance	950.00
10	Fence Maintenance	152.00
11	Professional Services	24,984.24
12	Street Light Maintenance	2,660.00
13	Electricity & Gas	8,968.00
14	Gasoline & Oil	999.40
	Sub Total	\$ 84,636.64
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 84,636.64

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	5,163.44
2	City Engineer	0
3	Legal Fees	0
4	Charge In	24,074.52
	Total Incidental Expenses	\$ 29,237.96

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 113,874.60

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 11,251.04
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**E. BALANCE TO ASSESSMENT 2019-2020 \$ (102,623.56)**

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 3

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN LOS BANOS GARDENS 3

#	Description	Total Amount
1	Fleet Repair & Maintenance	196.80
2	Fleet Services	237.60
3	Sidewalk Maintenance	360.00
4	Water Sewerage & Disposal	6,840.00
5	Landscape Maintenance	579.60
6	Park Maintenance	6,000.00
7	Storm Drain Maintenance	48.00
8	Street Sign Maintenance	240.00
9	Street Tree Maintenance	300.00
10	Fence Maintenance	48.00
11	Professional Services	7,889.76
12	Street Light Maintenance	840.00
13	Electricity & Gas	2,832.00
14	Gasoline & Oil	315.60
	Sub Total	\$ 26,727.36
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 26,727.36

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,630.56
2	City Engineer	0
3	Legal Fees	0
4	Charge In	7,602.48
	Total Incidental Expenses	\$ 9,233.04

C. CAPITAL EXPENSES

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 35,960.40

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ 3,552.96
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E. BALANCE TO ASSESSMENT 2019-2020

\$ (32,407.44)

## PART D

### METHOD OF APPORTIONMENT OF ASSESSMENT

#### LANDSCAPING AND LIGHTING DISTRICT NO. 3

(Pursuant to the Landscaping and Lighting Act of 1972)

#### METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

- (a) The improvements constructed in conjunction with Los Banos Gardens No. 2, Units 1 and 2 of Subdivision 87-3; Los Banos Gardens No. 4, Unit 1 and Phase 3 of Subdivision 88-2; Los Banos Gardens No. 4, Phases 4 and 5, Tract No. 88-2, and Los Banos Gardens No. 5, Units 1, 2A, 2B and 3 Tract No. 98-02, have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Los Banos Gardens No. 3, Units 1 and 2 of Tract No. 97-01 have been completed and accepted by the City.

#### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 563 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$113,874.60 divided by 563 equals \$202.26 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding. The 2019-2020 Fiscal Year assessment will increase to \$204.44 per RU.
- (b) The total number of assessable units is 118 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$35,960.40 divided by 118 equals \$304.74 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding. The 2019-2020 Fiscal Year assessment will increase to \$314.28 per RU.

#### LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$197.54 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$197.54 per RU.) In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$204.44 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$303.66 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$303.66 per RU.) In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$314.28 per RU.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 4

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN COLLEGE GREENS**

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	586.00
2	Fleet Services	707.00
3	Sidewalk Maintenance	2,500.00
4	Water Sewerage & Disposal	1,200.00
5	Landscape Maintenance	58.00
6	Park Maintenance	37,000.00
7	Storm Drain Maintenance	200.00
8	Street Sign Maintenance	2,000.00
9	Street Tree Maintenance	15,500.00
10	Fence Maintenance	600.00
11	Professional Services	9,956.00
12	Street Light Maintenance	500.00
13	Electricity & Gas	15,000.00
14	Gasoline & Oil	940.00
	Sub Total	\$ 86,747.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 86,747.00

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	6,377.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	47,515.00
	Total Incidental Expenses	\$ 53,892.00

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 140,639.00

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 127,430.00
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**E. BALANCE TO ASSESSMENT 2019-2020** \$ (13,209.00)

## **PART D**

### **METHOD OF APPORTIONMENT OF ASSESSMENT**

#### **LANDSCAPING AND LIGHTING DISTRICT NO. 4**

(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Subdivision 87-8; Subdivision 89-1, Phases 2, and 3; and Tract No. 89-7, Unit 1; and Subdivision 89-1, Units 4, 5A, 5B, 6, 7, 8, 9, 10, Phases 11 and 12; Phases 2, 3, 4 and 5 of Tract No. 89-07; Phases 1 and 2 of Tract No. 95-3 (609 RU); and the New Bethany Residential Care & Skilled Nursing Facility (previously Remainder "A" area as shown on the approved map for Subdivision No. 87-8, College Greens No.1 equals 38 RU) have been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 647 RU (includes New Bethany). The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$140,639.00 divided by 647 equals \$217.37 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2019-2020 Fiscal Year assessment will increase to \$165.40 per RU.

### **LIMITATION ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$173.67 per RU, which occurred in Fiscal Year 2010-2011). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$159.82 per RU). In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$165.40 per RU.

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 5

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN ORCHARD TERRACE, FAIR OAKS, AND 90, 96 FIRST STREET

<u>#</u>	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	308.88
2	Fleet Services	373.12
3	Sidewalk Maintenance	440.00
4	Water Sewerage & Disposal	12,320.00
5	Landscape Maintenance	1,676.40
6	Park Maintenance	14,080.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	264.00
9	Street Tree Maintenance	440.00
10	Fence Maintenance	220.00
11	Professional Services	5,950.56
12	Street Light Maintenance	440.00
13	Electricity & Gas	8,272.00
14	Gasoline & Oil	496.32
	Sub Total	\$ 45,281.28
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 45,281.28

B. INCIDENTAL EXPENSES

1	District Administrative Costs	2,812.48
2	City Engineer	0
3	Legal Fees	0
4	Charge In	13,937.44
	Total Incidental Expenses	\$ 16,749.92

C. CAPITAL EXPENSES

1	Park & Playground Equipment	61,600.00
2		0
	Total Capital Expenses	\$ 61,600.00
	Total Estimated Cost 2019-2020	\$ 123,631.20

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ 70,246.88
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E.	BALANCE TO ASSESSMENT 2019-2020	\$ (53,384.32)
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**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 5

**ENGINEER'S COST ESTIMATE**

2019-2020

A. ITEMS TO BE MAINTAINED PACHECO PASS COMMERCE CENTER & HACIENDA BUSINESS PARK		Total Amount
#	Description	
1	Fleet Repair & Maintenance	42.12
2	Fleet Services	50.88
3	Sidewalk Maintenance	60.00
4	Water Sewerage & Disposal	1,680.00
5	Landscape Maintenance	228.60
6	Park Maintenance	1,920.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	36.00
9	Street Tree Maintenance	60.00
10	Fence Maintenance	30.00
11	Professional Services	811.44
12	Street Light Maintenance	60.00
13	Electricity & Gas	1,128.00
14	Gasoline & Oil	67.68
	Sub Total	\$ 6,174.72
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 6,174.72
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	383.52
2	City Engineer	0
3	Legal Fees	0
4	Charge In	1,900.56
	Total Incidental Expenses	\$ 2,284.08
C. CAPITAL EXPENSES		
1	Park & Playground Equipment	8,400.00
2		0
	Total Capital Expenses	\$ 8,400.00
	Total Estimated Cost 2019-2020	\$ 16,858.80
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2018-2019	\$ 9,579.12
E. BALANCE TO ASSESSMENT 2019-2020		\$ (7,279.68)

**DISTRICT #5 CAPITAL COSTS**

The total estimated fund balance in District #5 is \$79,826.00 for the Fiscal Year 2018-2019. A playground structure for the Citrus II Park is being scheduled for replacement in the 2019-2020 Fiscal Year. The estimated expenditure for this project is \$70,000.00.

## PART D

### METHOD OF APPORTIONMENT OF ASSESSMENT

#### LANDSCAPING AND LIGHTING DISTRICT NO. 5 (Pursuant to the Landscaping and Lighting Act of 1972)

#### METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) Subdivision 87-5, Subdivision 89-9, Tract No. 94-01 & Tract No. 2002-02, and 90 & 96 First Street have been completed and accepted by the City.
- (b) Public improvements constructed in conjunction with Pacheco Pass Commerce Center and Hacienda Business Park have been completed and accepted by the City.

#### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 304 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$123,631.20 divided by 304 equals \$406.68 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included. The 2019-2020 Fiscal Year assessment will increase to \$209.68 per RU, which accounts for a planned capital improvement programmed for construction in 2019-2020 and allowable reserve funding.
- (b) The total number of assessable units is 35 CU. The net acreage of the assessable units is 9.88 acres. The total cost to be assessed for Fiscal Year 2019-2020 is \$16,858.80. The assessment per acre is determined by dividing the total cost assessed for Fiscal Year 2019-2020 by 9.88 acres, which equals \$1,706.36 per acre. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included. The 2019-2020 Fiscal Year assessment will increase to \$838.80 per acre, which accounts for a planned capital improvement programmed for construction in 2019-2020 and allowable reserve funding.

#### LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$202.60 per RU, which occurred in 2018-2019.) Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$202.60 per RU.) In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$209.68 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$810.44 per acre, which occurred in 2018-2019.) Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$810.44 per acre.) In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$838.80 per acre.

**PART B**

**ESTIMATE OF COST**

**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 6**

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN ST. FRANCIS ESTATES**

<u>#</u>	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	351.00
2	Fleet Services	424.00
3	Sidewalk Maintenance	500.00
4	Water Sewerage & Disposal	0
5	Landscape Maintenance	2,345.00
6	Park Maintenance	10,000.00
7	Storm Drain Maintenance	250.00
8	Street Sign Maintenance	500.00
9	Street Tree Maintenance	500.00
10	Fence Maintenance	250.00
11	Professional Services	0
12	Street Light Maintenance	500.00
13	Electricity & Gas	6,700.00
14	Gasoline & Oil	564.00
	Sub Total	\$ 22,884.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 22,884.00

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	1,839.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	15,838.00
	Total Incidental Expenses	\$ 17,677.00

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 40,561.00

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 35,144.00
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**E. BALANCE TO ASSESSMENT 2019-2020** \$ (5,417.00)

## **PART D**

### **METHOD OF ASSESSMENT SPREAD**

**LANDSCAPING AND LIGHTING DISTRICT NO. 6**  
(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

St. Francis Estates, Unit 1 and Unit 2 and Phases 1, 2, and 3 of Tract 91-1 have been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 322 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$40,561.00 divided by 322 equals \$125.96 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2019-2020 Fiscal Year assessment will increase to \$98.92 per RU.

### **LIMITATION ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$95.58 per RU which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$95.58 per RU). In accordance with the foregoing limitations, the 2019-2020 Fiscal Year assessment will be \$98.92 per RU.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 7

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN VALLEY MEADOWS**

#	Description	Total Amount
1	Fleet Repair & Maintenance	351.00
2	Fleet Services	424.00
3	Sidewalk Maintenance	300.00
4	Water Sewerage & Disposal	1,300.00
5	Landscape Maintenance	604.00
6	Park Maintenance	7,000.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	300.00
9	Street Tree Maintenance	1,300.00
10	Fence Maintenance	150.00
11	Professional Services	0
12	Street Light Maintenance	200.00
13	Electricity & Gas	900.00
14	Gasoline & Oil	564.00
	Sub Total	\$ 13,393.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 13,393.00

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	824.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	3,960.00
	Total Incidental Expenses	\$ 4,784.00

**C. CAPITAL EXPENSES**

1	Landscape-Irrigation Improvements	0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 18,177.00

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 20,449.00
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**E. BALANCE TO ASSESSMENT 2019-2020 \$ 2,272.00**

## **PART D**

### **METHOD OF ASSESSMENT SPREAD**

**LANDSCAPING AND LIGHTING DISTRICT NO. 7**  
(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Valley Meadows Subdivision has been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 87 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$18,177.00 divided by 87 equals \$208.93 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding will raise the assessment for the 2019-2020 Fiscal Year to \$213.46 per RU.

### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$206.24 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for Fiscal Year 2018-2019 was \$206.24 per RU). In accordance with the foregoing limitations, the assessment for Fiscal Year 2019-2020 will be \$213.46 per RU.

**PART B**

**ESTIMATE OF COST**

**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 9**

**ENGINEER'S COST ESTIMATE**

**2019-2020**

**A. ITEMS TO BE MAINTAINED IN JO-LIN PARK MANOR AND RANCHO DE AMIGOS**

<u>#</u>	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	369.72
2	Fleet Services	447.14
3	Sidewalk Maintenance	237.00
4	Water Sewerage & Disposal	3,713.00
5	Landscape Maintenance	2,118.78
6	Park Maintenance	27,650.00
7	Storm Drain Maintenance	158.00
8	Street Sign Maintenance	395.00
9	Street Tree Maintenance	1,185.00
10	Fence Maintenance	197.50
11	Professional Services	5,476.28
12	Street Light Maintenance	395.00
13	Electricity & Gas	9,566.90
14	Gasoline & Oil	594.08
	Sub Total	\$ 52,503.40
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 52,503.40

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	4,871.14
2	City Engineer	0
3	Legal Fees	0
4	Charge In	50,048.87
	Total Incidental Expenses	\$ 54,920.01

**C. CAPITAL EXPENSES**

1	Storm Drain Improvements	15,800.00
2	Landscape & Irrigation	15,800.00
	Total Capital Expenses	\$ 31,600.00

Total Estimated Cost 2019-2020 \$ 139,023.41

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 65,655.32
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**E. BALANCE TO ASSESSMENT 2019-2020 \$ (73,368.09)**

**PART B**

**ESTIMATE OF COST**

**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 9**

**ENGINEER'S COST ESTIMATE**

**2019-2020**

**A. ITEMS TO BE MAINTAINED IN COLLEGE PLAZA SHOPPING CENTER**

<u>#</u>	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	98.28
2	Fleet Services	118.86
3	Sidewalk Maintenance	63.00
4	Water Sewerage & Disposal	987.00
5	Landscape Maintenance	563.22
6	Park Maintenance	7,350.00
7	Storm Drain Maintenance	42.00
8	Street Sign Maintenance	105.00
9	Street Tree Maintenance	315.00
10	Fence Maintenance	52.50
11	Professional Services	1,455.72
12	Street Light Maintenance	105.00
13	Electricity & Gas	2,543.10
14	Gasoline & Oil	157.92
	Sub Total	\$ 13,956.60
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 13,956.60

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	1,294.86
2	City Engineer	0
3	Legal Fees	0
4	Charge In	13,304.13
	Total Incidental Expenses	\$ 14,598.99

**C. CAPITAL EXPENSES**

1	Storm Drain Improvements	4,200.00
2	Landscape & Irrigation	4,200.00
	Total Capital Expenses	\$ 8,400.00

Total Estimated Cost 2019-2020 \$ 36,955.59

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 17,452.68
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**E. BALANCE TO ASSESSMENT 2019-2020** \$ (19,502.91)

**DISTRICT #9 CAPITAL COSTS**

The total estimated fund balance in District 9 is \$83,108.00 for the Fiscal Year 2018-2019. Storm Drain Improvements are being scheduled for Jo-Lin Lift Station in the 2019-2020 Fiscal Year. The estimated expenditure for this improvement is \$20,000.00. Park, playground, and landscaping improvements are scheduled for various locations within the District in the 2019-2020 Fiscal Year. The estimated expenditures for these improvements are \$20,000.00.

## PART D

### METHOD OF APPORTIONMENT OF ASSESSMENT

#### LANDSCAPING AND LIGHTING DISTRICT NO. 9 METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 89-6, Phases 1, 2, 3 and 4 (Jo-Lin Park Manor); and Tract No. 89-2, Phases 1, 2, 3 and 4 (Rancho De Amigos) have been completed and accepted by the City.
- (b) Public improvements associated with College Plaza Shopping Center have been completed and accepted by the City.

#### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 456 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$139,023.41 divided by 456 equals \$304.88 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements in 2019-2020 Fiscal Year and allowable reserve funding will increase the assessment for the 2019-2020 Fiscal Year to \$214.48 per RU.
- (b) The total number of assessable units is 14 CU. The net acreage of the assessable units is 20.70 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$36,955.59. The assessment per acre is determined by dividing the total estimated cost for Fiscal Year 2019-2020 by 20.70 acres, which equals \$1,785.28 per acre. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included which accounts for planned capital improvements in 2019-2020 Fiscal Year and allowable reserve funding will increase the assessment for the 2019-2020 Fiscal Year to \$1,245.30 per acre.

#### LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$207.24 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2018-2019 Fiscal Year was \$207.24 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$214.48 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,203.20 per acre, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 Fiscal Year was \$1,203.20 per acre). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$1,245.30 per acre.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 10

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN LOS BANOS CREEK SHOPPING CENTER		Total Amount
#	Description	
1	Fleet Repair & Maintenance	351.00
2	Fleet Services	424.00
3	Sidewalk Maintenance	500.00
4	Water Sewerage & Disposal	0
5	Landscape Maintenance	7,972.00
6	Park Maintenance	15,000.00
7	Storm Drain Maintenance	200.00
8	Street Sign Maintenance	500.00
9	Street Tree Maintenance	1,000.00
10	Fence Maintenance	0
11	Professional Services	0
12	Street Light Maintenance	250.00
13	Electricity & Gas	2,500.00
14	Gasoline & Oil	564.00
	Sub Total	\$ 29,261.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 29,261.00
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	2,142.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	15,838.00
	Total Incidental Expenses	\$ 17,980.00
C. CAPITAL EXPENSES		
1		0
2		0
	Total Capital Expenses	\$ 0
	Total Estimated Cost 2019-2020	\$ 47,241.00
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2018-2019	\$ 33,899.00
E. BALANCE TO ASSESSMENT 2019-2020		\$ (13,342.00)

## **PART D**

### **METHOD OF APPORTIONMENT OF ASSESSMENT**

**LANDSCAPING AND LIGHTING DISTRICT NO. 10**  
(Pursuant to the Landscaping and Lighting Act of 1972)

#### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread proportional to the parcel size of each commercial unit (CU).

Public improvements associated with Parcel Maps 93-2, 94-02, 95-01, and Walmart Expansion have been completed and accepted by the City.

#### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 7 CU. The net acreage of the assessable units is 39.91 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$47,241.00 divided by 39.91 acres, which equals \$1,183.68 per acre. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2019-2020 Fiscal Year assessment will increase to \$1,110.92 per CU.

#### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,073.36 per acre, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 Fiscal Year was \$1,073.36 per acre). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$1,110.92 per acre.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 11

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN MEADOWLANDS**

#	Description	Total Amount
1	Fleet Repair & Maintenance	1,237.28
2	Fleet Services	1,493.36
3	Sidewalk Maintenance	0
4	Water Sewerage & Disposal	46,640.00
5	Landscape Maintenance	13,371.60
6	Park Maintenance	26,400.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	440.00
9	Street Tree Maintenance	1,056.00
10	Fence Maintenance	660.00
11	Professional Services	55,476.96
12	Street Light Maintenance	8,800.00
13	Electricity & Gas	22,308.00
14	Gasoline & Oil	1,984.40
	Sub Total	\$ 179,867.60
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 179,867.60

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	10,364.64
2	City Engineer	0
3	Legal Fees	0
4	Charge In	38,328.40
	Total Incidental Expenses	\$ 48,693.04

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 228,560.64

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ (398,201.76)
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**E. BALANCE TO ASSESSMENT 2019-2020** \$ (626,762.40)

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 11

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN AVALON AT THE MEADOWLANDS

#	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	154.66
2	Fleet Services	186.67
3	Sidewalk Maintenance	0
4	Water Sewerage & Disposal	5,830.00
5	Landscape Maintenance	1,671.45
6	Park Maintenance	3,300.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	55.00
9	Street Tree Maintenance	132.00
10	Fence Maintenance	82.50
11	Professional Services	6,934.62
12	Street Light Maintenance	1,100.00
13	Electricity & Gas	2,788.50
14	Gasoline & Oil	248.05
	Sub Total	\$ 22,483.45
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 22,483.45

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,295.58
2	City Engineer	0
3	Legal Fees	0
4	Charge In	4,791.05
	Total Incidental Expenses	\$ 6,086.63

C. CAPITAL EXPENSES

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 28,570.08

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ (49,775.22)
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E. BALANCE TO ASSESSMENT 2019-2020 \$ (78,345.30)

**PART B**

**ESTIMATE OF COST**

**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 11**

**ENGINEER'S COST ESTIMATE**

**2019-2020**

**A. ITEMS TO BE MAINTAINED IN LOS BANOS MINI STORAGE**

#	Description	Total Amount
1	Fleet Repair & Maintenance	14.06
2	Fleet Services	16.97
3	Sidewalk Maintenance	0
4	Water Sewerage & Disposal	530.00
5	Landscape Maintenance	151.95
6	Park Maintenance	300.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	5.00
9	Street Tree Maintenance	12.00
10	Fence Maintenance	7.50
11	Professional Services	630.42
12	Street Light Maintenance	100.00
13	Electricity & Gas	253.50
14	Gasoline & Oil	22.55
	Sub Total	\$ 2,043.95
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 2,043.95

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	117.78
2	City Engineer	0
3	Legal Fees	0
4	Charge In	435.55
	Total Incidental Expenses	\$ 553.33

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0
	Total Estimated Cost 2019-2020	\$ 2,597.28

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ (4,525.02)
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**E. BALANCE TO ASSESSMENT 2019-2020**

		\$ (7,122.30)
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## PART D

### METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 11  
(Pursuant to the Landscaping and Lighting Act of 1972)

#### METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 98-01, Phases 1, 2, 3, 4, 5, 6, 7 and 8, Tract No. 2001-07, Phases 1 and 2, and Tract No. 2002-06, The Meadowlands, Unit 3, Phases 1, 2, 3 and 4 have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Avalon at the Meadowlands, east and west of San Luis Street, have been completed and accepted by the City.
- (c) Public improvements associated with Los Banos Mini Storage have been completed and accepted by the City.

#### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 833 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$626,762.40 divided by 833 equals \$752.41 per assessable unit (which includes the existing deficit balance forward). Due to limitations on assessments, the assessment for 2019-2020 Fiscal Year will be \$228.12 per RU.
- (b) The total number of assessable units is 101 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$78,345.30 divided by 101 equals \$775.69 per assessable unit (which includes the existing deficit balance forward). Due to limitations on assessments, the assessment for 2019-2020 Fiscal Year will be \$231.62 per RU.
- (c) The total number of assessable units is 2 CU. The net acreage of the assessable units is 2.00 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$7,122.30 divided by 2.00 acres, which equals \$3,561.15 per assessable unit (which includes the existing deficit balance forward). Due to limitations on assessments, the assessment for 2019-2020 Fiscal Year will be \$1,142.86 per acre.

#### LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$217.26 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2018-2019 Fiscal Year was \$217.26 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$228.12 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$220.60 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2018-2019 Fiscal Year was \$220.60 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$231.62 per RU.
- (c) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,088.44 per CU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2018-2019 Fiscal Year was \$1,088.44 per CU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$1,142.86 per CU.

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 12

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN VERONA, PHASES 1 THROUGH 3 AND MISSION ESTATES, UNITS 1 THROUGH 5 AND MISSION VILLAGE SOUTH, PHASES 2 AND 3A		
<u>#</u>	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	468.00
2	Fleet Services	566.00
3	Sidewalk Maintenance	0
4	Water Sewerage & Disposal	7,200.00
5	Landscape Maintenance	2,297.00
6	Park Maintenance	18,000.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	500.00
9	Street Tree Maintenance	2,000.00
10	Fence Maintenance	0
11	Professional Services	12,117.00
12	Street Light Maintenance	1,000.00
13	Electricity & Gas	22,000.00
14	Gasoline & Oil	752.00
	Sub Total	\$ 66,900.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 66,900.00
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	5,059.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	39,596.00
	Total Incidental Expenses	\$ 44,655.00
C. CAPITAL EXPENSES		
1	Storm Drain Improvements	20,000.00
2		0
	Total Capital Expenses	\$ 20,000.00
	Total Estimated Cost 2019-2020	\$ 131,555.00
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2018-2019	\$ 52,425.00
E. BALANCE TO ASSESSMENT 2019-2020		
		\$ (79,130.00)

**DISTRICT #12 CAPITAL COSTS**

The total estimated fund balance in District #12 is \$52,425.00 for the Fiscal Year 2018-2019. Storm Drain Improvements are being scheduled for the 2019-2020 Fiscal Year to the Verona Lift Station. The estimated expenditure for this project is \$20,000.00.

## **PART D**

### **METHOD OF APPORTIONMENT OF ASSESSMENT**

LANDSCAPING AND LIGHTING DISTRICT NO. 12  
(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

Verona, Units No. 1 and 2, and Tract No. 2000-06, Mission Estates, Units No. 1 through 5, Verona, Units 3, Tract No. 2001-02, Mission Village South, Phases 2 and 3A have been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 488 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$131,555.00 divided by 488 equals \$269.58 per assessable unit. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2019-2020 Fiscal Year assessment will increase to \$243.34 per RU.

### **LIMITATION ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$235.12 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$235.12 per RU). In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$243.34 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 13

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN SOMERSET PARK

#	Description	Total Amount
1	Fleet Repair & Maintenance	263.25
2	Fleet Services	318.00
3	Sidewalk Maintenance	375.00
4	Water Sewerage & Disposal	1,125.00
5	Landscape Maintenance	528.00
6	Park Maintenance	6,000.00
7	Storm Drain Maintenance	150.00
8	Street Sign Maintenance	150.00
9	Street Tree Maintenance	750.00
10	Fence Maintenance	187.50
11	Professional Services	0
12	Street Light Maintenance	375.00
13	Electricity & Gas	3,352.50
14	Gasoline & Oil	423.00
	Sub Total	\$ 13,997.25
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 13,997.25

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,088.25
2	City Engineer	0
3	Legal Fees	0
4	Charge In	8,909.25
	Total Incidental Expenses	\$ 9,997.50

C. CAPITAL EXPENSES

1	Landscape & Irrigation	15,000.00
2		0
	Total Capital Expenses	\$ 15,000.00

Total Estimated Cost 2019-2020 \$ 38,994.75

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ 36,003.00
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E. BALANCE TO ASSESSMENT 2019-2020 \$ (2,991.75)

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 13

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED AT CIRCLE K STORE AND OVERLAND COURT APARTMENTS

#	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	87.75
2	Fleet Services	106.00
3	Sidewalk Maintenance	125.00
4	Water Sewerage & Disposal	375.00
5	Landscape Maintenance	176.00
6	Park Maintenance	2,000.00
7	Storm Drain Maintenance	50.00
8	Street Sign Maintenance	50.00
9	Street Tree Maintenance	250.00
10	Fence Maintenance	62.50
11	Professional Services	0
12	Street Light Maintenance	125.00
13	Electricity & Gas	1,117.50
14	Gasoline & Oil	141.00
	Sub Total	\$ 4,665.75
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 4,665.75

B. INCIDENTAL EXPENSES

1	District Administrative Costs	362.75
2	City Engineer	0
3	Legal Fees	0
4	Charge In	2,969.75
	Total Incidental Expenses	\$ 3,332.50

C. CAPITAL EXPENSES

1	Landscape & Irrigation	5,000.00
2		0
	Total Capital Expenses	\$ 5,000.00

Total Estimated Cost 2019-2020 \$ 12,998.25

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ 12,001.00
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E. BALANCE TO ASSESSMENT 2019-2020 \$ (997.25)

**DISTRICT #13 CAPITAL COSTS**

The total estimated fund balance in District #13 is \$48,004.00 for the Fiscal Year 2018-2019. Planned capital improvements in the landscape areas are programmed for various locations within the District in the 2019-2020 Fiscal Year. Estimated expenditures are \$20,000.00.

## PART D

### METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 13  
(Pursuant to the Landscaping and Lighting Act of 1972)

### METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 2000-05, Somerset Park have been completed and accepted by the City.
- (b) Public improvements associated with Circle K Store and Overland Court Apartments have been completed and accepted by the City.

### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 77 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$38,994.75 divided by 77 equals \$506.42 per assessable unit. Given the balance forward, with planned capital improvements in 2019-2020 Fiscal Year and allowable reserve funding, the assessment for the 2019-2020 Fiscal Year will remain at \$299.24 per RU.
- (b) The total number of assessable units is 2 CU. The net acreage of the assessable unit is 6.58 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$12,998.25. The assessment per acre is determined by dividing the total estimated cost assessed for Fiscal Year 2019-2020 by 6.58 acres, which equals \$1,975.41 per acre. Given the balance forward, with planned capital improvements in 2019-2020 Fiscal Year and allowable reserve funding, the assessment for the 2019-2020 Fiscal Year will remain at \$1,196.96 per acre.

### LIMITATION ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$299.24 per RU, which occurred in 2015-2016). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$299.24 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$299.24 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,196.96 per acre, which occurred in 2015-2016). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$1,196.96 per acre). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$1,196.96 per acre.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 14

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN NORTHGATE AT REGENCY PARK II, UNITS 1 THROUGH 4 AND REGENCY PARK ESTATES, UNITS 1 THROUGH 7**

<u>#</u>	<u>Description</u>	Total Amount
1	Fleet Repair & Maintenance	772.86
2	Fleet Services	933.24
3	Sidewalk Maintenance	3,300.00
4	Water Sewerage & Disposal	18,480.00
5	Landscape Maintenance	7,770.84
6	Park Maintenance	17,820.00
7	Storm Drain Maintenance	132.00
8	Street Sign Maintenance	330.00
9	Street Tree Maintenance	330.00
10	Fence Maintenance	165.00
11	Professional Services	13,762.32
12	Street Light Maintenance	1,320.00
13	Electricity & Gas	19,140.00
14	Gasoline & Oil	1,240.14
	Sub Total	\$ 85,496.40
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 85,496.40

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	8,281.68
2	City Engineer	0
3	Legal Fees	0
4	Charge In	88,853.16
	Total Incidental Expenses	\$ 97,134.84

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 182,631.24

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 42,335.04
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**E. BALANCE TO ASSESSMENT 2019-2020** \$ (140,296.20)

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 14

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN MISSION VILLAGE NORTH UNIT 1 THROUGH 4 AND COURT OF FOUNTAINS**

#	Description	Total Amount
1	Fleet Repair & Maintenance	398.14
2	Fleet Services	480.76
3	Sidewalk Maintenance	1,700.00
4	Water Sewerage & Disposal	9,520.00
5	Landscape Maintenance	4,003.16
6	Park Maintenance	9,180.00
7	Storm Drain Maintenance	68.00
8	Street Sign Maintenance	170.00
9	Street Tree Maintenance	170.00
10	Fence Maintenance	85.00
11	Professional Services	7,089.68
12	Street Light Maintenance	680.00
13	Electricity & Gas	9,860.00
14	Gasoline & Oil	638.86
	Sub Total	\$ 44,043.60
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 44,043.60

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	4,266.32
2	City Engineer	0
3	Legal Fees	0
4	Charge In	45,772.84
	Total Incidental Expenses	\$ 50,039.16

**C. CAPITAL EXPENSES**

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 94,082.76

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 21,808.96
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**E. BALANCE TO ASSESSMENT 2019-2020** \$ (72,273.80)

## PART D

### METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 14  
(Pursuant to the Landscaping and Lighting Act of 1972)

### METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 2000-1, Northgate at Regency Park II, Units No. 1, 2, 3 and 4, Tract No. 99-02, Regency Park Estates, Units 1, 2, 3, 4, 5, 6 and 7 have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Mission Village North, Unit 1, 2, 3, 4 and Court of Fountains have been completed and accepted by the City.

### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 563 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$182,631.24 divided by 563 equals \$324.39 per assessable unit. The assessment for the 2019-2020 Fiscal Year will increase to \$310.84 per RU, which includes a cost of living increase of 3.50 percent, based on the 2019 California Consumer Price Index, this accounts for deficit spending and allowable reserve funding.
- (b) The total number of assessable units is 245 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$94,082.76 divided by 245 equals \$384.01 per assessable unit. The assessment for the 2019-2020 Fiscal Year will increase to \$364.34 per RU, which includes a cost of living increase of 3.50 percent, based on the 2019 California Consumer Price Index, this accounts for deficit spending and allowable reserve funding.

### LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$300.34 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$300.34 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$310.84 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$352.02 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$352.02 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$364.34 per RU.

**PART B**

**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 15

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN MAGNOLIA GROVE

#	Description	Total Amount
1	Fleet Repair & Maintenance	351.00
2	Fleet Services	424.00
3	Sidewalk Maintenance	100.00
4	Water Sewerage & Disposal	1,000.00
5	Landscape Maintenance	404.00
6	Park Maintenance	1,000.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	100.00
9	Street Tree Maintenance	0
10	Fence Maintenance	0
11	Professional Services	0
12	Street Light Maintenance	150.00
13	Electricity & Gas	1,300.00
14	Gasoline & Oil	564.00
	Sub Total	\$ 5,393.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 5,393.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	256.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	0
	Total Incidental Expenses	\$ 256.00

C. CAPITAL EXPENSES

1		0
2		0
	Total Capital Expenses	\$ 0

Total Estimated Cost 2019-2020 \$ 5,649.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2018-2019	\$ (11,440.00)
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E. BALANCE TO ASSESSMENT 2019-2020 \$ (17,089.00)

## **PART D**

### **METHOD OF ASSESSMENT SPREAD**

LANDSCAPING AND LIGHTING DISTRICT NO. 15  
(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Tract No. 2002-03 Magnolia Grove has been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 31 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$17,089.00 divided by 31 equals \$551.26 per assessable unit (which includes the existing deficit balance forward). Given the balance forward and future revenue verses expenses, the assessment for 2019-2020 Fiscal Year will be \$376.52 per RU.

### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$376.52 per RU which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$376.52 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$376.52 per RU.



## **PART D**

### **METHOD OF ASSESSMENT SPREAD**

LANDSCAPING AND LIGHTING DISTRICT NO. 16  
(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Tract No. 2003-02, The Villages at Los Banos No. 1 and 2 have been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 146 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$18,099.00 divided by 146 equals \$123.96 per RU. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2019-2020 Fiscal Year assessment will increase to \$94.94 per RU.

### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$91.74 per RU, which occurred in Fiscal Year 2018–2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$91.74 per RU). In accordance with the forgoing limitations, the assessment for 2019-2020 will be \$94.94 per RU.

**PART B**

**ESTIMATE OF COST**

**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 17**

**ENGINEER'S COST ESTIMATE**

**2019-2020**

<b>A. ITEMS TO BE MAINTAINED IN THE VILLAGES, STONECREEK AT LOS BANOS, THE VILLAGES IIA PHASE 1 AND 2, THE VILLAGES IV PHASE 1A AND 1B</b>		<b>Total Amount</b>
<b>#</b>	<b>Description</b>	
1	Fleet Repair & Maintenance	379.62
2	Fleet Services	457.92
3	Sidewalk Maintenance	2,700.00
4	Water Sewerage & Disposal	32,400.00
5	Landscape Maintenance	8,103.24
6	Park Maintenance	10,800.00
7	Storm Drain Maintenance	108.00
8	Street Sign Maintenance	270.00
9	Street Tree Maintenance	1,080.00
10	Fence Maintenance	162.00
11	Professional Services	8,520.66
12	Insurance	48.60
13	Street Light Maintenance	540.00
14	Electricity & Gas	13,500.00
15	Gasoline & Oil	608.58
	Sub Total	\$ 79,678.62
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 79,678.62
<b>B. INCIDENTAL EXPENSES</b>		
1	District Administrative Costs	7,238.16
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	72,698.04
	Total Incidental Expenses	\$ 79,936.20
<b>C. CAPITAL EXPENSES</b>		
1	Storm Drain Improvements	13,500.00
2	Landscape & Irrigation	0.00
3	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 13,500.00
	Total Estimated Cost 2019-2020	\$ 173,114.82
<b>D. MONIES IN ASSESSMENT DISTRICT FUND</b>		
1	Balance from 2018-2019	\$ 4,850.82
<b>E. BALANCE TO ASSESSMENT 2019-2020</b>		\$ (168,264.00)

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 17

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN STONECREEK THE VILLAGES III PHASE 1 AND 2, THE VILLAGES IV PHASE 2A AND 3C		
#	Description	Total Amount
1	Fleet Repair & Maintenance	302.29
2	Fleet Services	364.64
3	Sidewalk Maintenance	2,150.00
4	Water Sewerage & Disposal	25,800.00
5	Landscape Maintenance	6,452.58
6	Park Maintenance	8,600.00
7	Storm Drain Maintenance	86.00
8	Street Sign Maintenance	215.00
9	Street Tree Maintenance	860.00
10	Fence Maintenance	129.00
11	Professional Services	6,784.97
12	Insurance	38.70
13	Street Light Maintenance	430.00
14	Electricity & Gas	10,750.00
15	Gasoline & Oil	484.61
	Sub Total	\$ 63,447.79
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 63,447.79
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	5,763.72
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	57,889.18
	Total Incidental Expenses	\$ 63,652.90
C. CAPITAL EXPENSES		
1	Storm Drain Improvements	10,750.00
2	Landscape & Irrigation	0.00
3	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 10,750.00
	Total Estimated Cost 2019-2020	\$ 137,850.69
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2018-2019	\$ 3,862.69
E. BALANCE TO ASSESSMENT 2019-2020		
		\$ (133,988.00)

**PART B**

**ESTIMATE OF COST**

**CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 17**

**ENGINEER'S COST ESTIMATE**

2019-2020

**A. ITEMS TO BE MAINTAINED IN STONECREEK PLAZA, ARCO/MCDONALD'S, AND 99 CENT STORE**

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	21.09
2	Fleet Services	25.44
3	Sidewalk Maintenance	150.00
4	Water Sewerage & Disposal	1,800.00
5	Landscape Maintenance	450.18
6	Park Maintenance	600.00
7	Storm Drain Maintenance	6.00
8	Street Sign Maintenance	15.00
9	Street Tree Maintenance	60.00
10	Fence Maintenance	9.00
11	Professional Services	473.37
12	Insurance	2.70
13	Street Light Maintenance	30.00
14	Electricity & Gas	750.00
15	Gasoline & Oil	33.81
	Sub Total	\$ 4,426.59
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 4,426.59

**B. INCIDENTAL EXPENSES**

1	District Administrative Costs	402.12
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	4,038.78
	Total Incidental Expenses	\$ 4,440.90

**C. CAPITAL EXPENSES**

1	Storm Drain Improvements	750.00
2	Landscape & Irrigation	0.00
3	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 750.00

Total Estimated Cost 2019-2020 \$ 9,617.49

**D. MONIES IN ASSESSMENT DISTRICT FUND**

1	Balance from 2018-2019	\$ 269.49
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**E. BALANCE TO ASSESSMENT 2019-2020 \$ (9,348.00)**

**DISTRICT #17 CAPITAL COSTS**

The total estimated fund balance in District #17 is \$8,983.00 for the Fiscal Year 2018-2019. Rehabilitation of one of the pumps at the Stonecreek Storm Station is being scheduled in the 2019-2020 Fiscal Year. The estimated expenditure for this work is \$25,000.00.

## PART D

### METHOD OF ASSESSMENT SPREAD

#### LANDSCAPING AND LIGHTING DISTRICT NO. 17 (Pursuant to the Landscaping and Lighting Act of 1972)

### METHOD OF ASSESSMENT SPREAD

#### Revise with numbers reviewed by finance

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 2002-05, Stonecreek at Los Banos, The Villages; Tract No. 2003-01, Stonecreek at Los Banos, Single Family, Area 1, Tract No. 2004-05, The Villages IIA, Phase 1 at Stonecreek; Tract No. 2005-05, The Villages IV, Southbrook, Phase 1B at Stonecreek; Tract No. 2005-06, The Villages IV, Southbrook, Phase 1A at Stonecreek, have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Tract No. 2004-05, The Villages III, Phase 1 at Stonecreek; Tract No. 2004-05, The Villages III, Phase 2 at Stonecreek; Tract No. 2005-05, Southbrook at Stonecreek, The Villages IV, Phase 2A and 3C have been completed and accepted by the City.
- (c) The improvements constructed in conjunction with Stonecreek Plaza, Arco/McDonald's, and 99 Cent Only Store have been completed and accepted by the City.

### COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 407 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$173,114.82 divided by 407 equals \$425.34 per assessable unit. Considering the balance forward and future revenue estimates, a cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included. The 2019-2020 Fiscal Year assessment will increase to \$387.30 per RU.
- (b) The total number of assessable units is 227 RU. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$137,850.69 divided by 227 equals \$607.27 per assessable unit. Considering the balance forward and future revenue estimates, a cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included. The 2019-2020 Fiscal Year assessment will increase to \$734.94 per RU.
- (c) The total number of assessable units is 13 CU. The net acreage of the assessable units is 18.38 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$9,617.49. The assessment per acre is determined by dividing the total estimated cost for Fiscal Year 2019-2020 by 18.38 acres, which equals \$523.25 per acre. Considering the balance forward and future revenue estimates, a cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included. The 2019-2020 Fiscal Year assessment will increase to \$433.32 per acre.

### LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$374.20 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for Fiscal Year 2018-2019 was \$374.20 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$387.30 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$710.10 per RU, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for Fiscal Year 2018-2019 was \$710.10 per RU). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$734.94 per RU.
- (c) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$418.68 per acre, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 Fiscal Year was \$418.68 per acre). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$433.32 per acre.



## **PART D**

### **METHOD OF APPORTIONMENT OF ASSESSMENT**

**LANDSCAPING AND LIGHTING DISTRICT NO. 18**  
(Pursuant to the Landscaping and Lighting Act of 1972)

#### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each parcel as follows:

The improvements constructed in conjunction with the Rail Corridor Redevelopment Multi-use Trail have been completed and accepted by the City.

#### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of parcels abutting the Rail Trail improvements is 32 lots. Each parcel abutting the Rail Trail was then evaluated to determine the total linear feet of each parcel sharing common frontage with the Rail Trail. The total linear feet of the Rail Trail abutting adjacent properties was determined to be 10,601.44 linear feet. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$128,541.00 divided by 10,601.44 linear feet, which equals \$12.12 per linear foot. A cost of living increase of 3.50 percent, based from the 2019 California Consumer Price Index, is being included given the planned capital improvement and current deficit spending. The 2019-2020 Fiscal Year will increase to \$11.04 per linear foot.

#### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$10.68 per linear foot, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2018-2019 was \$10.68 per linear foot). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$11.04 per linear foot.

**PART B**  
**ESTIMATE OF COST**

CITY OF LOS BANOS  
LANDSCAPING AND LIGHTING DISTRICT NO. 19

ENGINEER'S COST ESTIMATE

2019-2020

A. ITEMS TO BE MAINTAINED IN EAST PACHECO CENTER, SAN JOAQUIN VALLEY HAY GROWERS, AND MEMORY CARE FACILITY		
<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	586.00
2	Fleet Services	707.00
3	Sidewalk Maintenance	0
4	Water Sewerage & Disposal	26,000.00
5	Landscape Maintenance	0
6	Park Maintenance	6,000.00
7	Storm Drain Maintenance	0
8	Street Sign Maintenance	0
9	Street Tree Maintenance	0
10	Fence Maintenance	0
11	Professional Services	16,819.00
12	Street Light Maintenance	250.00
13	Electricity & Gas	3,500.00
14	Gasoline & Oil	940.00
	Sub Total	\$ 54,802.00
	Contingency Allowance	0
	Total Maintenance Expenses	\$ 54,802.00
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	2,979.00
2	City Engineer	0
3	Legal Fees	0
4	Charge In	7,919.00
	Total Incidental Expenses	\$ 10,898.00
C. CAPITAL EXPENSES		
1		0
2		0
	Total Capital Expenses	\$ 0
	Total Estimated Cost 2019-2020	\$ 65,700.00
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2018-2019	\$ (147,181.00)
E. BALANCE TO ASSESSMENT 2019-2020		
		\$ (212,881.00)

## **PART D**

### **METHOD OF ASSESSMENT SPREAD**

LANDSCAPING AND LIGHTING DISTRICT NO. 19  
(Pursuant to the Landscaping and Lighting Act of 1972)

### **METHOD OF ASSESSMENT SPREAD**

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each commercial unit (CU), as follows:

The improvements constructed in conjunction with Home Depot, San Joaquin Valley Hay Growers Association, and Memory Care Facility have been completed and accepted by the City.

### **COMPUTING INDIVIDUAL ASSESSMENT**

The total number of assessable units is 12 CU. The net acreage of the assessable units is 24.99 acres. The total estimated cost to be assessed for Fiscal Year 2019-2020 is \$212,881.00. The assessment per acre is determined by dividing the total estimated cost assessed for Fiscal Year 2019-2020 by 24.99 acres, which equals \$8,518.64 per acre (which includes the existing deficit balance forward). Due to the limitations on assessments, the assessment for 2019-2020 Fiscal Year will be \$2,680.22 per acre.

### **LIMITATIONS ON ASSESSMENTS**

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$2,436.56 per acre, which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2018-2019 was \$2,436.56 per acre). In accordance with the foregoing limitations, the assessment for 2019-2020 will be \$2,680.22 per acre.

NOTE: Storm Drainage improvements associated with this assessment district were completed in Fiscal Year 2011-2012. Recognizing that the area to be supported by this district has not ultimately been installed at this time, when these improvements are constructed there will be a substantial increase of assessable units.



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:** June 5, 2019

**TYPE OF REPORT:** Public Hearing

**SUBJECT:** Request for a Conditional Use Permit (CUP #2019-01) to Allow for the Sale of Alcohol Under a Type 41 On-Sale Beer and Wine License for a Bona-Fide Public Eating Place for Zafiro's Seafood and Grill Located at 650 I Street; APN: 025-201-009

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**Recommendation:**

That the City Council adopt a Resolution finding the proposed project to be categorically exempt from the California Environmental Quality Act pursuant to Section 15031 and approving Conditional Use Permit #2019-01 to allow for the sale of alcohol under a Type 41 on-sale beer and wine license at Zafiro's Seafood and Grill located at 650 I Street; more specifically identified as Assessor's Parcel Number: 025-201-009.

**Background:**

On May 8, 2019, the Los Banos Planning Commission held a public hearing to review a request for a Conditional Use Permit for the use of a Type 41 alcohol license for the on-sale of beer and wine in conjunction with an eating establishment for Zafiro's Seafood and Grill. At the public hearing, the Planning Commission considered the application, including the staff report, presentation by staff, and public comment. As the recommending body, the Planning Commission recommended approval of Conditional Use Permit #19-01 to the Los Banos City Council.

**Discussion:**

The applicant, Gladys Sanchez (d.b.a. Zafiro's Seafood and Grill), requested a Conditional Use Permit to allow the sale of beer and wine for on-site consumption subject to a Type 41 alcohol license in conjunction with a bona fide public eating place (casual restaurant) located at 650 I Street, formerly Shiners Bar and Grill. The applicant's proposed restaurant use is less intense than the previous use of a bar. The building has existing residential units immediately above the project site.

The location of 650 I Street has been vacant since 2013 when Shiners Bar and Grill ceased operations. Due to the lapse in time of more than one year, the previous Conditional Use Permits for the project site are no longer valid and a new Conditional Use Permit is required.

Zafiro's Seafood and Grill will conduct business seven (7) days a week, Sunday through Thursday from 11:00 AM until 10:00 PM and is requesting to operate on Fridays and Saturdays from 11:00 AM until 12:00 AM. The applicant has made the request to operate the restaurant until midnight on Friday and Saturday in order to compete with other family restaurants that stay open late and offer occasional live music entertainment or karaoke. The property is located within the Mixed Use Zoning District. The intended eating establishment/ restaurant use, is an allowed use and is consistent with the Los Banos Municipal Code Title 9 Chapter 3 Article 9 Mixed-Use Zoning District and the 2030 Los Banos General Plan.

**LOCATION AND ACCESS:**

The project site is located at 650 I Street, Assessor's Parcel Number: 025-201-009. The project site is located within the Mixed-Use Zoning District (M-X) and consists of various commercial uses and residential uses.



**LAND USE:**

<b>Property</b>	<b>Land Use</b>	<b>Zone</b>	<b>General Plan</b>
Project site	Mixed Use	M-X	Mixed Use
North	Mixed Use	M-X	Mixed Use
South	Mixed Use	M-X	Mixed Use
East	Mixed Use	M-X	Mixed Use
West	Mixed Use	M-X	Mixed Use

M-X = Mixed- Use

**ENVIRONMENTAL ASSESSMENT:**

Pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, it has been determined that this project is found to be categorically exempt from the provisions of CEQA – Article 19, Section 15301. The applicant’s request for the on-sale of beer and wine for a bona fide public eating place involves the permitting and licensing of an existing private structure and involves no expansion at 650 I Street; APN 025-201-009.

**USE PERMIT ANALYSIS**

***Code Requirements***

Pursuant to the Los Banos Municipal Code Section 9-3.2326 (b); a Conditional Use Permit is required for any establishment dispensing for sale or other consideration alcoholic beverages, including beer and wine, for on-sale or off-sale. The Planning Commission is the recommending body and the City Council is the decision making body for Conditional Use Permits regarding the on-sale and off-sale of alcoholic beverages pursuant to Los Banos Municipal Code Section 9-3.2314 (c). A Conditional Use Permit may be granted if the proposed use is conforming to the following criteria:

**General Use Permit Criteria:**

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

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

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the

area's function and character, problems of crime and loitering, and traffic problems and capacity;

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

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

1. The primary use is a casual family restaurant (dine in).
2. The surrounding area, adjacent uses, and function are primarily mixed-use in nature. A restaurant providing for the on-sale and serving of beer and wine in this location is consistent with the commercial uses of the Mixed Use Zoning District.
3. Staff is unaware of any significant problems related to crime and loitering, in the surrounding area which would be exacerbated by the on-sale of beer and wine at this location.
4. The approval of the on-sale of beer and wine will not contribute to the undue proliferation of alcohol sales in the area where that use would be undesirable taking into account the characteristics of the area. The location has been previously operated as a bar with a Type 48 alcohol license. Additionally, the entitlement will include conditions of approval which will regulate the operational characteristics of allowing the serving of beer and wine and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity including crime prevention and loitering.
5. The proposed use is not located within the immediate vicinity to any churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds.
6. The project is located on I Street which is primarily occupied by mixed-use uses. Conditions of approval will regulate loitering and operational characteristics to insure that the proposal will not interfere with the movement of people along the public right-of-way.
7. There are residential units located on the second floor directly above the project site. The applicant has requested hours of operation on Fridays and Saturdays to be from 11 AM until 12 AM. This request is not consistent with the required findings; nonetheless the proposed use of a restaurant will be less intense than

the previous use of a bar at the subject site, which had no restrictions on hours of operation. It is not anticipated that the proposed use would have a negative impact on the surrounding area. The applicant will be conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and to operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. Furthermore, at all times the facility shall be operated and maintained to comply with State Laws, The City of Los Banos Municipal Code, adopted Building Codes and all other applicable laws and ordinances pertaining to the proposed use.

All sales and consumption of alcohol will be conducted inside the premises and in conjunction with the serving of food. In addition, the project will be subject to conditions which will mitigate any adverse effects on the surrounding neighborhood and are intended to preserve the public health, safety, and welfare of persons and property in the vicinity. The restaurant will also be subject to the Los Banos Municipal Code Noise Ordinance.

### ***Alcoholic Beverage Control***

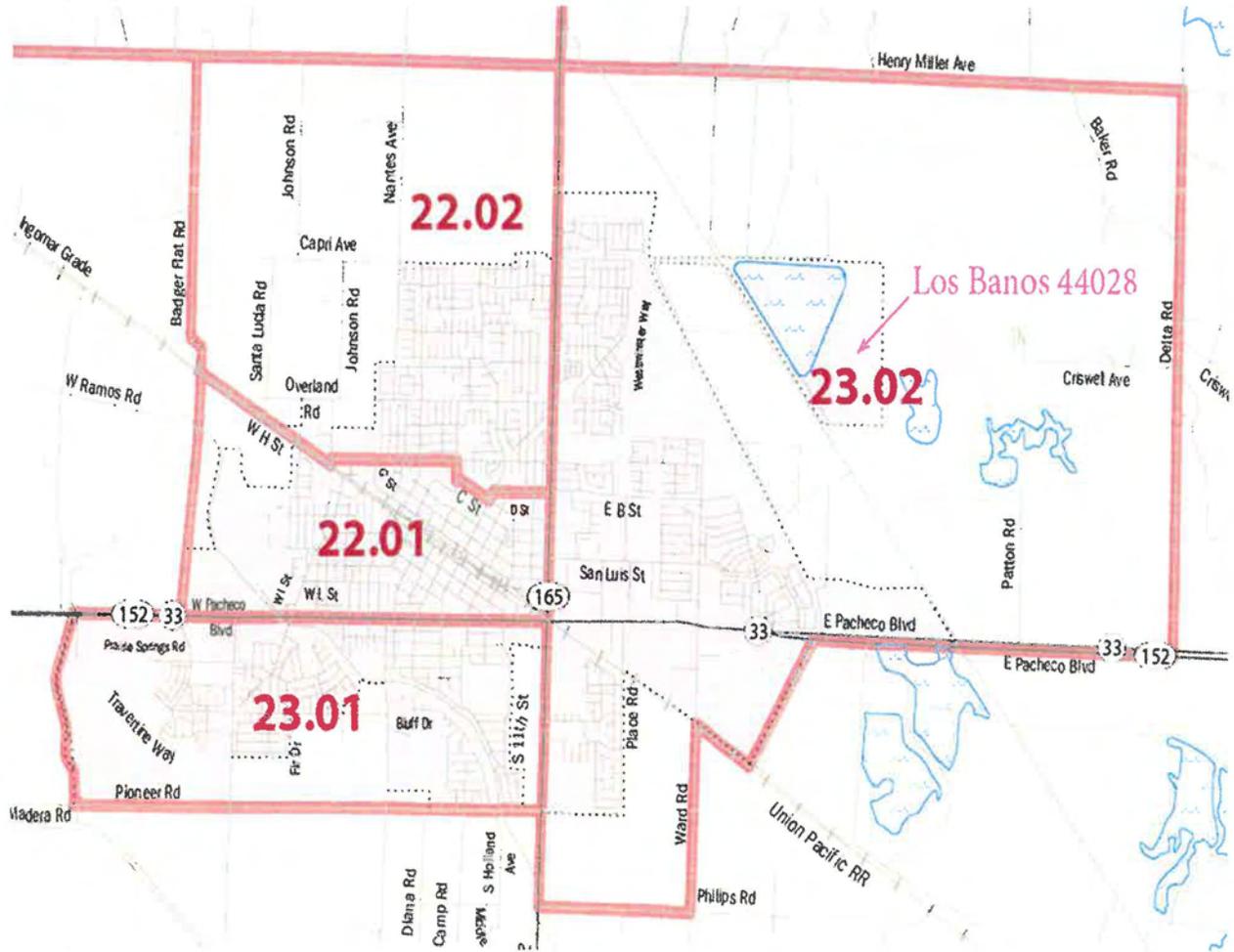
The California Department of Alcoholic Beverage Control (ABC) is the issuing authority for a Type 41 alcohol license. ABC has the authority pursuant to Section 23801 of the California Business and Professions Code to exercise certain conditions under the license, the personal qualifications of the licensee, the conduct of the business or the condition of the premises, which will protect the public welfare and morals, including, but not limited to, the following:

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

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

**Census Tract**

The project site is located in census tract 22.01.



As of the date of this report, there are eleven (11) on-sale licenses currently active in this specific census tract. The nearest active on-sale alcohol license to the project site within the same census tract is La Pupusa Loca y Antojitos Mexicanos Restaurant located directly across the street at 650 I Street, approximately 83 feet away. Approval of this on-sale license would make the twelfth (12) on-sale license.

License Type	Business Name	Address
41	Jesus Mexican Restaurant	631 H St.
41	Me N Ed's Pizzeria	846 W. Pacheco Blvd.
41	Cecilia's Market & Deli	455 H St.
41	6 <sup>th</sup> Street Diner	925 Sixth St.
41	El Gruellense Jal Los Banos F4	1024 E. Pacheco Blvd.
47	M & M	400 W. Pacheco Blvd
41	Little Diamonds Pizza	933 Sixth St., Ste B
41	La Pupusa Loca y Antojitos Mexicanos Restaurant	651 I St.
41	The Quail Wine Bistro	639 Ninth St.
47	Wool Growers Restaurant	609 H St.
41	Delicia's Las Palmas Taqueria y Mariscos	502 Pacheco Blvd.

Type 41 license = On-sale Beer and Wine for Bona Fide Public Eating Place

Type 47 license = On-sale General for Bona Fide Public Eating Place

**PUBLIC COMMENT:**

A public hearing notice was published in the Los Banos Enterprise and notices were provided to adjacent property owners within a 300 foot radius of the subject property on May 24, 2019. As of the date of this staff report, no comments have been received.

**Reviewed by:**



Alex Terrazas, City Manager

**Attachments:**

1. Resolution
  - Exhibit A: CEQA Findings
  - Exhibit B: Project Findings
  - Exhibit C: Conditions of Approval
2. Floor Plan
3. Site Photos
4. Public Hearing Notice – May 24, 2019

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING CONDITIONAL USE PERMIT #2019-01 FOR THE USE OF A TYPE 41 ALCOHOL LICENSE FOR THE ON-SALE OF BEER AND WINE IN CONJUNCTION WITH AN EATING PLACE FOR ZAFIRO'S SEAFOOD AND GRILL LOCATED AT 650 I STREET; MORE SPECIFICALLY IDENTIFIED AS ASSESSOR'S PARCEL NUMBER: 025-201-009**

WHEREAS, the applicant, Gladys Sanchez (d.b.a. Zafiro's Seafood and Grill), has requested that the City of Los Banos consider a Conditional Use Permit to allow the use of a Type 41 alcohol license for the on-sale of beer and wine in conjunction with a bona-fide public eating place located at 650 I Street, Assessor's Parcel Number: 025-201-009; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2019-01 for Zafiro's Seafood and Grill was determined to be categorically exempt from the provisions of CEQA per Article 19, Section 15301 as the project site is an existing facility; and

WHEREAS, the Los Banos Planning Commission held a public hearing on May 8, 2019, for the purpose of considering Conditional Use Permit #2019-01 and at the completion of the public hearing, duly considered the evidence presented and recommended approval of Conditional Use Permit #2019-01 to the Los Banos City Council; and

WHEREAS, a public hearing notice was published in the Los Banos Enterprise on May 24, 2019, and notices were mailed to property owners within a 300 foot radius of the project site as required by the Los Banos Municipal Code and Government Code Section 65091; and

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

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

BASED UPON THE EVIDENCE PRESENTED AT THE PUBLIC HEARING, the Planning Commission of the City of Los Banos hereby makes the appropriate findings set forth in Exhibit A (California Environmental Quality Act (CEQA) Findings), and Exhibit B (Findings for Approval), attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve Conditional Use Permit #2019-01 to allow the on-sale of beer and wine in conjunction with an eating place, Type 41 for Zafiro's Seafood and Grill located at 650 I Street, APN: 025-201-009, subject to the Conditions of Approval set forth in Exhibit C, attached hereto and incorporated herein by this reference.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5<sup>th</sup> day of June 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

## EXHIBIT A

### **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS FOR CONDITIONAL USE PERMIT #2019-01 – GLADYS SANCHEZ- ZAFIRO’S SEAFOOD AND GRILL**

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

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

1. Pursuant to CEQA, the CEQA Guidelines, and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2019-01 was evaluated and determined to be categorically exempt per Article 19, Section 15301 as the request for the on-sale of beer and wine involves the permitting and licensing of an existing private structure and involves no expansion at 650 I Street, APN 025-201-009.
2. Conditional Use Permit #2019-01 was adequately noticed on May 24, 2019, for consideration at a public meeting on June 5, 2019.
3. No further environmental documentation is required as the Conditional Use Permit was contemplated and adequately analyzed in the initial review.
4. Prior to considering the proposed Project, the City Council considered the Categorical Exemption.

## EXHIBIT B

### FINDINGS FOR APPROVAL FOR CONDITIONAL USE PERMIT #2019-01 –GLADYS SANCHEZ- ZAFIRO’S SEAFOOD AND GRILL

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

1. General Findings:

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

The existing General Plan land use designation for the project site is Mixed Use, which is intended for mixed use development, located downtown, allowing for a mixture of commercial, office, institutional, public/semi-public, and residential uses.

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

**ECONOMIC DEVELOPMENT POLICY ED-G-7:**

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

**LAND USE POLICY LU-G-11:**

Develop a vibrant, mixed-use Downtown that is the pride of the community.

Evidence/Analysis: Gladys Sanchez (d.b.a. Zafiro’s Seafood and Grill) will have the ability to provide a wider range of service for customers and allows the restaurant to compete with similar type businesses. The proposed use would continue a mixed use that is compatible with and complementary of existing mixed uses adjacent to the project site. In addition, the project is consistent with General Plan land use policy LU-G-11 as the proposed project will occupy a commercial location and create some vibrancy to the area..

- b. The zoning designation for the project site is Mixed Use (M-X). The purpose of the Mixed-Use Zoning District is to allow shops on multiple levels, with the first floor primarily retail, office, residential and other non-retail uses permitted on upper levels. Uses are advocated which foster retail development, with associated residential thereby enhancing the district as a pedestrian oriented shopping area.

Evidence/Analysis: The proposed use complies with the Los Banos Municipal Code Title 9, Chapter 3, Article 9 as the use will be consistent with the surrounding area, adjacent uses, and function are primarily mixed use in nature. A restaurant providing for the on-sale and serving of beer and wine is permitted in this location.

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

Evidence/Analysis: The on-sale of beer and wine will be conducted in accordance with ABC regulations and therefore, will not be a nuisance or detrimental to the neighborhood in which the store is located. The project contains conditions of approval which regulate the operational characteristics of allowing the serving of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity.

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

1. Evidence/Analysis: The proposed use will be conducted in the location in which previously occupied by a bar and the proposed use of a restaurant with a type 41 ABC license will be a less intense use than the previous use. The areas function and character is Mixed Use, which includes uses that serve alcohol. It is not anticipated that the proposed use would have a negative impact on the surrounding area. The applicant will be conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and to operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. Furthermore, at all times the facility shall be operated and maintained to comply with State Laws, The City of Los Banos Municipal Code, adopted Building Codes and all other applicable laws and ordinances pertaining to the proposed use.

## 2. Specific Findings

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

Evidence/Analysis: The primary use in conjunction with the serving of beer and wine is a restaurant. As reflected in the staff report, the number of on-sale

licenses in the Census Tract is currently eleven (11). The census tract area and function is primarily mixed use in nature, and is entirely consistent with a restaurant and the on-sale and serving of beer and wine. The proposed on-sale of beer and wine is complementary to the restaurant use that is compatible with and complementary of existing mixed use uses in the area. The project would include conditions of approval which regulate the operational characteristics of allowing the serving of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity including crime prevention and loitering. Staff is unaware of any significant problems in the area related to crime and loitering, which would be negatively affected by the on-sale of beer and wine at this location.

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

Evidence/Analysis: Conditions of Approval have been incorporated into the project which regulate the operational characteristics of allowing the serving of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity. The project is not located within the immediate proximity of any sensitive uses.

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

Evidence/Analysis: Alcohol will not be allowed to be consumed beyond the premises of the restaurant at any time and it is not anticipated that persons will congregate on sidewalks or streets as a result of the proposed use. Signage will also be provided on the property and building which prohibit loitering. It is not anticipated that the on-sale of beer and wine at this location will adversely affect any important pedestrian right of ways.

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

5. Evidence/Analysis: There are residential units located on the second floor directly above the project site. The applicant has requested hours of operation on Fridays and Saturdays to be from 11 AM until 12 AM. This request is not consistent with the required findings, nonetheless the proposed use of a restaurant will be less intense than the previous use of a bar at the subject site. It is not anticipated that the proposed use would have a negative impact on the surrounding area. The applicant will be conditioned to operate the establishment in such a manner as to

preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and to operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. Furthermore, at all times the facility shall be operated and maintained to comply with State Laws, The City of Los Banos Municipal Code, adopted Building Codes and all other applicable laws and ordinances pertaining to the proposed use.

## EXHIBIT C

### CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #2019-01 – GLADYS SANCHEZ- ZAFIRO'S SEAFOOD AND GRILL

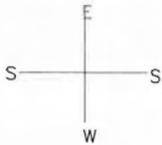
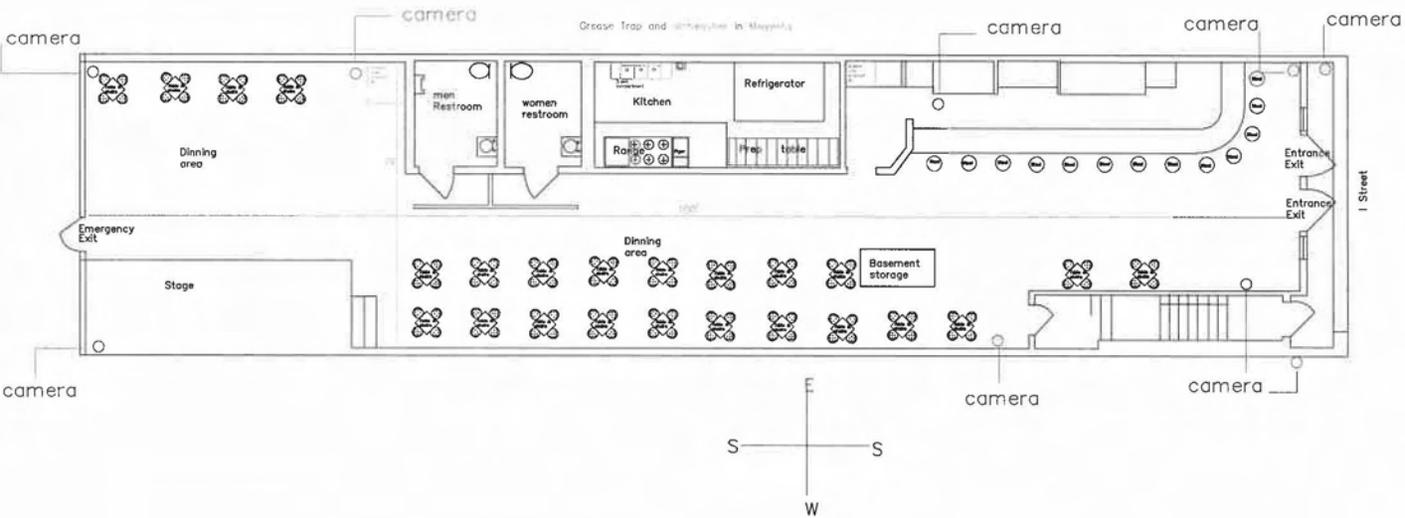
1. The following conditions of approval shall apply to and be applicable to the applicant, property owner, and/or operator. Reference to applicant, property owner, and/or operator shall be interpreted to include all.
2. Conditional Use Permit 2019-01 is for Gladys Sanchez (d.b.a. Zafiro's Seafood and Grill) located at 650 I Street, Assessor's Parcel Number: 025-201-009 and the requested use shall automatically and without notice expire after one (1) year from date of approval by the Los Banos City Council unless commenced. The City for cause may revoke this Conditional Use Permit. Any expansion, intensification, or significant change to the primary use and the uses approved under this Conditional Use Permit shall be permitted only upon modification of this Conditional Use Permit or approval of a separate Conditional Use Permit application. The Conditional Use Permit shall automatically and without notice expire one year after discontinuance of the primary use and/or the uses approved under the Conditional Use Permit.
3. The applicant/operator shall comply with all other requirements, laws and policies of other governmental agencies in the conduct and operation of said business.
4. The applicant/operator shall obtain and maintain an active Type 41 "on-sale of beer and wine for a bona-fide public eating place" license as defined by the Department of Alcoholic Beverage Control and shall provide a copy of said license upon issuance by the California Department of Alcoholic Beverage Control to the city of Los Banos Community and Economic Development Department prior to the sale of alcohol on the premises.
5. A copy of these Conditions of Approval and the California Department of Alcoholic Beverage Control license are required to be kept on the premises and presented to any law enforcement officer or authorized City official upon request.
6. The applicant/operator shall be responsible for maintaining the exterior of the premises free of litter and trash at all times including the parking lot areas in front of the premises. No storage of equipment, supplies, or merchandise of any kind shall be allowed in the front or rear exterior of the building. All deliveries shall be made from the rear of the building.
7. The Planning Commission reserves the right to review and/or revoke this permit should the applicant not adhere to the Conditions of Approval. The City may amend or impose new conditions to mitigate adverse effects in the neighborhood resulting from the use of alcohol on the premises.

8. The applicant/operator agrees to indemnify, hold harmless, and defend the City of Los Banos, its officers, agents and employees from any and all liability or claims that may be brought against the City of Los Banos arising out of its approval of this permit, or the environmental determination rendered in connection with the permit approval, or arising out of the operation of the use or uses allowed under the permit, save and except that caused solely by the City's active negligence.
9. The exterior of the premises, including parking lot areas (front and rear), shall be sufficiently illuminated, to the satisfaction of the Police Chief, during all hours of darkness when the premises are open for business in a manner so that persons accessing those areas at night are identifiable by law enforcement personnel.
10. The premises shall be operated primarily as a restaurant as described in the application prepared by the applicant and filed with the Community and Economic Development Department. Any substantial or significant changes in use or operation of the premises from the Operational Statement may cause a review, amendment or revocation of the Conditional Use Permit. The applicant shall notify the Community and Economic Development Department of any substantial or significant changes in use or operation of the premises from the Operational Statement. The onsite consumption and sale of beer and wine shall be ancillary to the primary use as a restaurant.
11. The use of the premises of the subject site shall be consistent with the Conditions of Approval and shall not be operated in a manner that deviates from the approved Conditional Use Permit filed application and operational statement, which shall constitute a violation and may result in the revocation or modification of the permit upon written notice to the owner of the subject site.
12. Authorization of a Conditional Use Permit granted pursuant to the provisions of Section 9-3.2322 of the Los Banos Municipal Code continue to be valid upon change of ownership of the site or structure which was the subject of the Conditional Use Permit application provided the use shall be subject to all provisions of the Municipal Code and all conditions placed on approval of the Conditional Use Permit are continually met. The applicant shall immediately notify the Community and Economic Development Department of any changes in ownership.
13. This Conditional Use Permit shall be subject to revocation by the Community and Economic Development Director or the Planning Commission upon a finding that:
  - a. Conditions of approval have not been fulfilled;
  - b. A significant change or intensification of the approved use;
  - c. The use has resulted in a nuisance or detriment to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the

neighborhood or is detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

14. Consumption of alcohol shall only be allowed on the premises of the restaurant. Outside patio consumption of alcohol shall only be permitted with a barrier between the public right-of-way and restaurant patrons to be approved by the Community and Economic Development Director.
15. No loud amplification of music or voice shall be allowed outside.
16. The applicant/operator shall have monitoring cameras in the exterior and interior of the restaurant at all times to the satisfaction and approval of the Police Chief. The applicant shall always maintain the surveillance equipment in working order and keep the video recordings for 30 days to be made available to law enforcement upon request.
17. The premises shall be operated in accordance with the Los Banos Municipal Code Noise Ordinance.
18. The applicant shall acknowledge and execute receipt of a copy of the foregoing Conditions of Approval.
19. The applicant/operator shall provide signs prohibiting loitering on the property and/or building subject to the approval of the Community and Economic Development Director.
20. **This approval is conditioned upon and shall be effective upon payment in full of all outstanding invoices pursuant to the Cost Recovery Contract.**

14.10.2003 floorplan\_3.dwg



General Notes

### Floor Plan

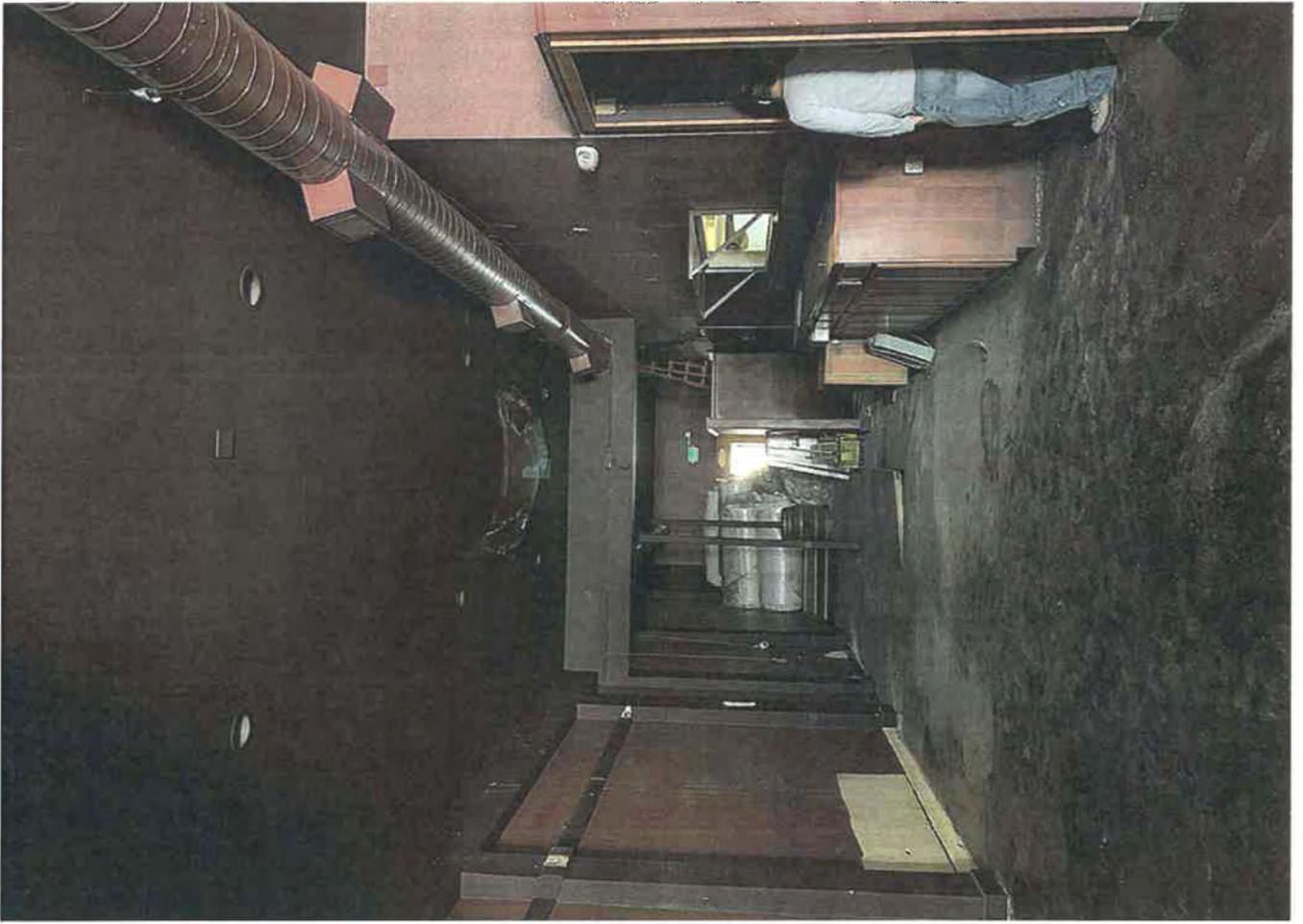
No.	Revision/Issue	Date

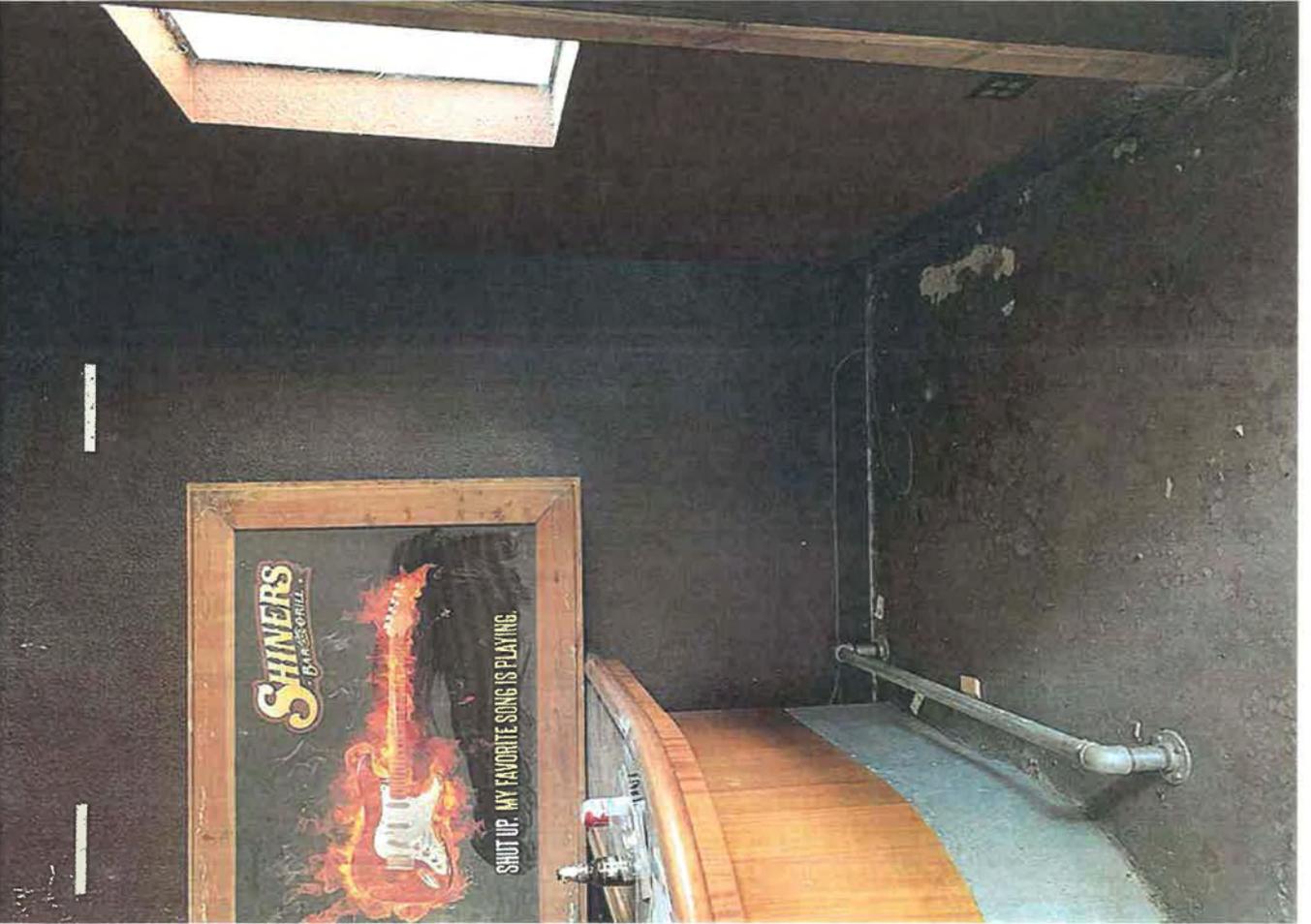
**Firm Name and Address**  
 Frank Sanchez

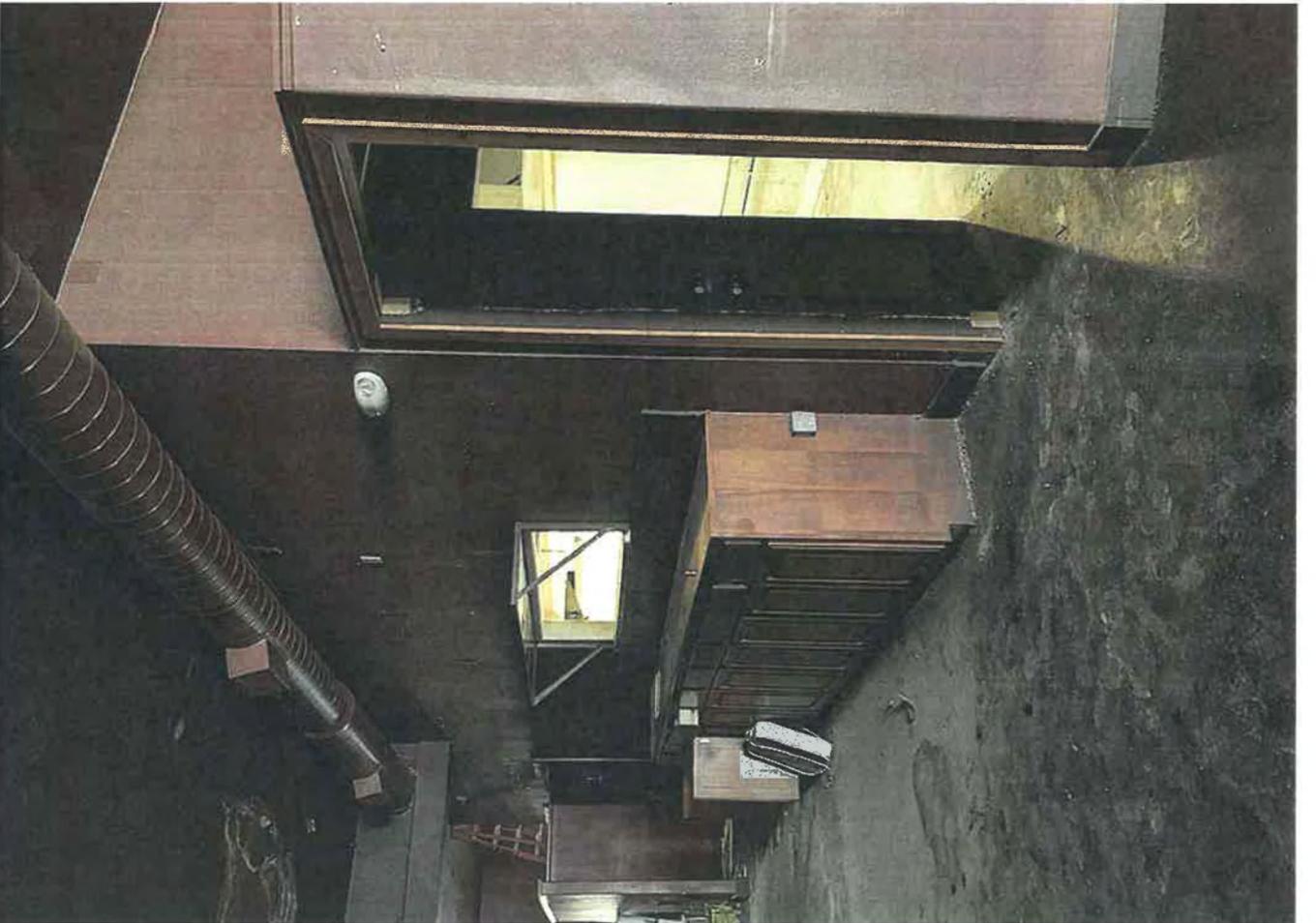
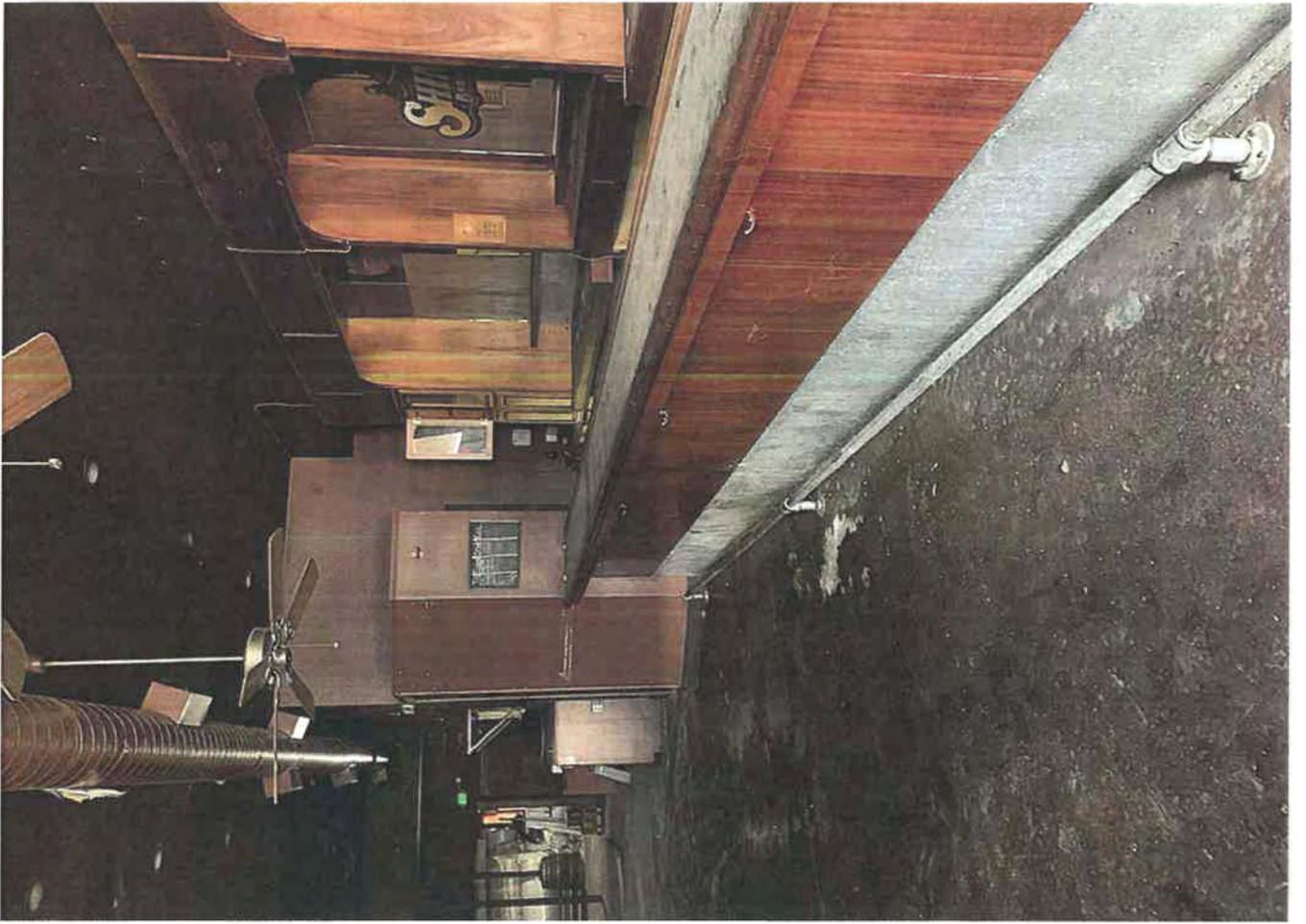
**Project Name and Address**  
 Zafiro Seafood and grill  
 650 I Street  
 Los Banos CA 93635

Project	Sheet
Restaurant	01
Date: 04/22/2019	
Scale: 1:75	



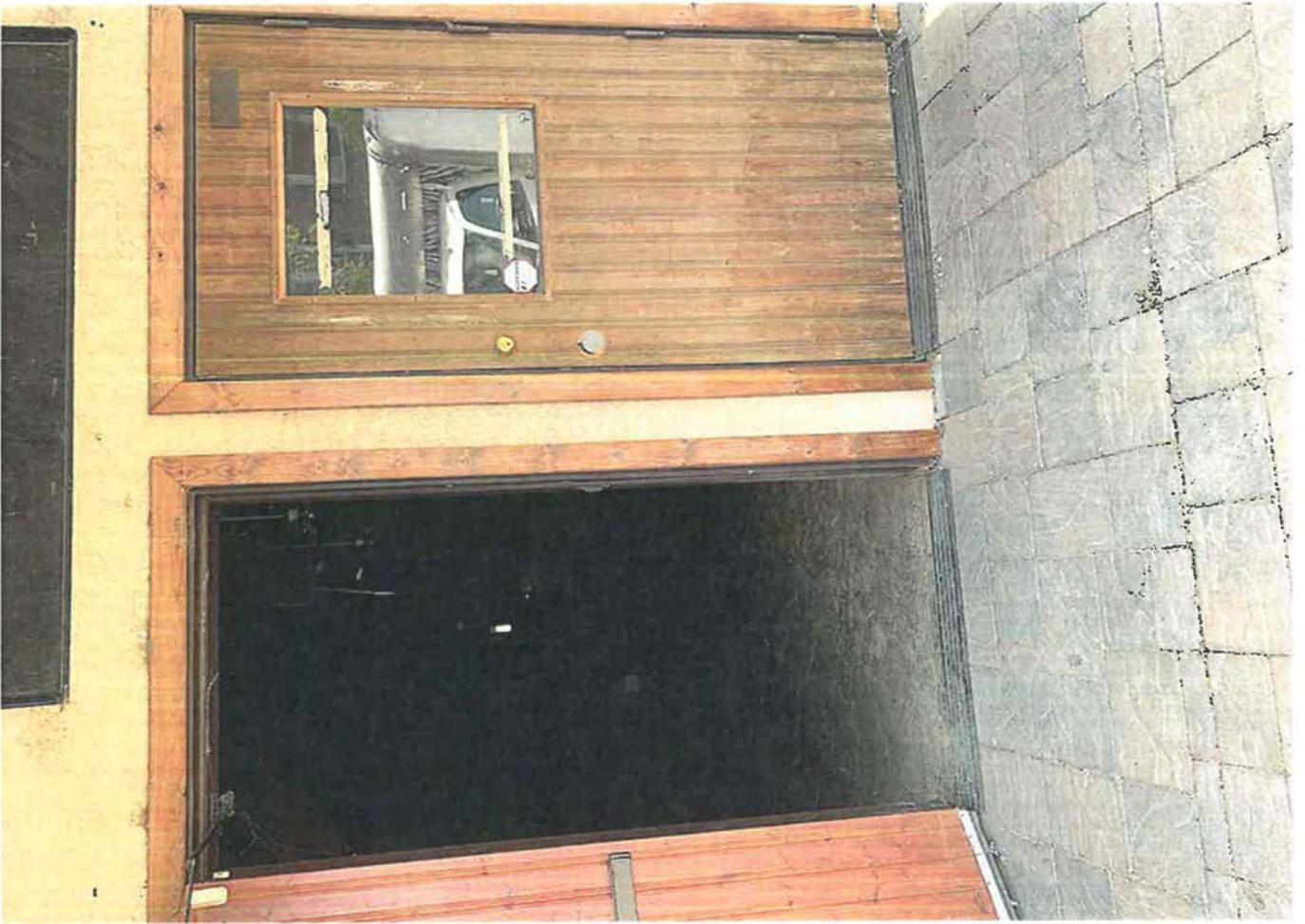
















City of  
**Los Banos**  
*At the Crossroads of California*

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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: May 24, 2019

Regarding: Notice of Public Hearing

Proposal: Conditional Use Permit #2019-01 – Type 41 Alcohol License

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider a Conditional Use Permit and Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) to allow the use of a Type 41 Alcohol License for the on-sale of beer and wine in conjunction with a bona-fide eating establishment. The requested Conditional Use Permit is for Zafiro's Seafood and Grill located at 650 I Street, more specifically identified as Assessor's Parcel Number 025-201-009.

The Los Banos Planning Commission held a public hearing on May 8, 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 Conditional Use Permit #2019-01 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, June 5, 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 City Council 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 and City Council Members  
**FROM:** Mark Fachin, P.E., Public Works Director/City Engineer  
**DATE:** June 5, 2019  
**SUBJECT:** Solid Waste Consultant Services  
**TYPE OF REPORT:** Non Consent Agenda

**Recommendation:**

That the City Council adopts the Resolution entering into a Professional Services Agreement for Solid Waste Consultant Services with R3 Consulting Group, Inc. in the amount of \$150,565 to develop an Organic Waste Ordinance with rates, to develop a Contract Agreement for a Solid Waste Contractor, and authorize the City Manager to execute the Professional Services Agreement. Staff is requesting a 10% contingency in the amount of \$15,000. 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 Solid Waste Services relating the collection, hauling, and disposal of solid waste materials. The State of California has mandated that commercial businesses separate organic waste from the solid waste stream by January 2020. Additionally, the contract to collect and transport the City's Solid Waste ended June 30, 2018. The City exercised its option to extend the term of the contract to June 30, 2021. In preparation of meeting the State mandate and the need to creating a seamless transition into a new contract for services, staff solicited proposals of qualified firms to assist in the development of an organic ordinance with rates and the development of a new contract agreement with a Solid Waste contractor. A Request for Proposals was issued on March 1, 2019. Proposals were received at the office of the City Clerk until April 2, 2019 at 4 PM. The City received one (1) proposal. The firm that responded to the City of Los Banos Request for Proposal was:

R3 Consulting Group, Inc.

The proposal was reviewed by a City staff selection committee. The committee met to discuss the proposal. The committee concluded the R3 qualifications met all of the City's needs for services. The committee checked all the references R3 listed. Every agency which had retained the services of R3 was extremely pleased with the results. Staff is prepared to recommend the services of R3 Consulting Group, Inc.

**Fiscal Impact:**

A Professional Services Agreement for \$150,565 (not to exceed). A ten (10) percent contingency of \$15,000 for any unforeseen extra work needed to fulfill the scope of work. The estimated expenses for the Scope of Work have been proportionately funded in the 2018-2019 and 2019-2020 Fiscal Year budgets for Solid Waste with the remaining Scope of Work to be funded in the 2020-2021 Fiscal Year budget for Solid Waste.

**Reviewed by:**



Alex Terrazas, City Manager



Sonya Williams, Finance Director

**Attachments:**

- Resolution
- Proposed Professional Services Agreement
- Exhibit A – Scope of Services
- Exhibit B – Schedule
- Exhibit C – Schedule of Fees (hourly billing rates)
- RFP for Solid Waste Consulting Services
- RFP advertisement

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENT FOR SOLID WASTE CONSULTANT SERVICES WITH R3 CONSULTING GROUP, INC. IN THE AMOUNT OF \$150,565 WITH A 10 PERCENT CONTINGENCY OF \$15,000 AND AUTHORIZE THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO ADMINISTER THE PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, the City of Los Banos Public Works Department is charged with managing Solid Waste services for the collection, hauling, and disposal of solid waste materials; and

WHEREAS, the State of California has mandated the sorting, collection, and disposal of organic waste be implemented for commercial customers by January 2020; the City of Los Banos is responsible to initiate an ordinance for the collection of organics with a cost rate schedule; and

WHEREAS, the Service Contract with Republic Services is scheduled to end June 30, 2021 which incorporated the optional three year extension; the City of Los Banos is responsible to develop a new contract agreement with a Solid Waste contractor for services; and

WHEREAS, the Public Works Department advertised on March 1, 2019, accepted proposals through April 2, 2019 for the consulting services to develop an ordinance with rates and assist the City with the RFP for a Solid Waste contractor, negotiations, terms, rates, and final agreement for a service contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute Professional Services Agreement with R3 Consulting Group, Inc. for Solid Waste Consulting Services and authorize the Public Works Director/City Engineer to administer 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 5th day of June 2019, by Council Member \_\_\_\_\_ who moved its adoption, which motion was duly seconded by Council Member \_\_\_\_\_ and the Resolution adopted by the following vote:

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LOS BANOS  
AND  
R3 CONSULTING GROUP, INC.  
(Solid Waste Consulting 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 R3 Consulting Group, Inc., a California 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 solid waste consulting services for two specific tasks. Task 1 – Develop an ordinance for the processing of organic waste with a disposal rate. Task 2 – Prepare the contract agreement with solid waste contractor for the collection, hauling, processing, and disposal of solid waste materials.

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 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.** Task 1 and Task 2 attached hereto as Exhibit A, incorporated herein by reference to be performed by Consultant and shall be performed to the satisfaction of the City.

2.1 Consultant shall provide such services 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 Services.

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.** Time is of the essence in the performance of services under this Agreement and Consultant shall perform the services in accordance with the Schedule attached hereto as Exhibit B 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 forgoing, Consultant shall not be responsible for delays due to causes beyond Consultant reasonable control. However, in the case of any such delay in the delivery of services to be provided for the Scope of Services, 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 all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, which shall not exceed \$150,565 for both Task 1 and Task 2. Consultant shall be paid for services in accordance with Consultant's Schedule of Fees (hourly billing rates) attached hereto as Exhibit C and incorporated herein by reference. The hourly rates in Exhibit C shall remain in effect during the term of this Agreement. 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 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. City shall pay Consultant no later than thirty (30) days after approval of the monthly invoice by City staff.

- 1.1 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City.
- 1.2 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 the Scope of Services, 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 Extra Work shall be billed in accordance with the Schedule of Fees as set forth in Exhibit C 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 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.

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:

Richard Tagore-Erwin  
Principal/Project Manager  
1512 Eureka Road, Suite 220  
Roseville, CA 95661

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.

**R3 CONSULTING GROUP, INC.,  
a California corporation**

**Date:**

  
by: **RICHARD TAGORE-ERWIN  
PRINCIPAL/PROJECT MANAGER**

**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**

EXHIBIT A  
Scope of Services  
Task 1 and Task 2

**TASK 1 – Develop Organic Waste Ordinance and Disposal Rate**

- a. Review the City ordinances and rates for its collection, hauling, processing, and disposal of existing services.
- b. Work with the City's current Solid Waste Contractor to develop an acceptable disposal rate for organic waste as mandated by the State.
- c. Research options for the management of organic waste in the State through Merced County for developing a reasonable disposal rate to process organics which meet the mandates of AB 1826.
- d. Draft and prepare an ordinance with applicable disposal rates which are agreeable to the Contractor and acceptable to the City for adoption. The target date for the adoption and implementation is January 2020 for the collection, hauling, processing, and/or disposal of organic waste.

**TASK 2 – Develop Contract Agreement of Solid Waste Contractor**

- a. Draft and prepare a Request for Proposals (RFP) for the solicitation of contractors to provide Solid Waste services for the City under contractual franchise agreement.
- b. Prepare a list of potential providers and invite each provider to submit a proposal.
- c. Assist with conducting a pre-proposal meeting with prospective proposers and the preparation of the written response(s) of any subsequent addenda to the RFP.
- d. Develop the written criteria and the methodology to evaluate and rank each proposal submitted.
- e. Coordinate any site visits to facilities of potential service providers and prepare questions for City to ask providers during visit.
- f. Prepare a technical analysis of each proposer to verify the ability to comply with, provide for, and meet the requirements of a contract period.
- g. Evaluate each proposer's experience and ability to perform the contract through references. Analyze the financial capability and strength of the proposer to perform in the contract.
- h. Assist the City in negotiating services, terms, rates, and the preparation of a final agreement for approval by Council.
- i. Work with City staff in the preparation of report and presentation to Council for the recommendation and/or options for the procurement of a solid waste contractor. The target date for the resolution approving a solid waste contractor is March 2021. The target date to initiate (roll out) service is July 2021 for the collection, hauling, processing, and/or disposal of solid waste services.

## Scope of Services – R3 Supplemental of Task 1 and Task 2

### Task 1 Develop Organic Waste Ordinance with Rates

Upon receiving “Notice to Proceed” from the City, R3 will submit a Request for Information (RFI) to City staff. We will conduct an initial review of documents to inform our approach to Tasks 1 and 2 to understand how the City’s current solid waste collection programs and services, performance standards, and operational requirements compare to solid waste management best practices. Once the document review is complete, R3 will schedule one (1) in-person Project Kick-off meeting with City staff to clarify objectives, roles, timelines, primary points-of-contact, and questions arising from our review.

Via Task 1, R3 will work with the City to negotiate with Republic for the collection, hauling, and processing of organics (jointly referred to as “organics services”), effective on or before January 1, 2020 and through Agreement expiration on June 30, 2021. Negotiations will include the establishment of customer rates for organics services and the development and passage of new City Ordinance setting the terms and conditions for organics services and the customer rates for same. Negotiations will overlap with the development of the Task 2 competitive procurement for solid waste services in that this Task 1 will set the City’s initial organics services, rate structure, and initial customer rates for those services.

R3 will review current City Ordinances and rates and will work with Republic and the City to develop acceptable customer rates for organics services. R3 recommends that the City’s begin by determining the form of organics services it wishes to secure with Republic, and the means of establishing customer rates for those services. For example: the City could seek to secure commingled organics collection and processing services (wherein organics would be co-collected with green waste), the City could seek collection and processing of organics separate from green waste, or both, depending on whether the services are for single-family, multi-family, commercial, or industrial customers. Mixing organics with green waste will likely yield higher per ton processing costs and minimal changes to collection costs, as this program would utilize existing green waste routes. With separate collection of organics from green waste, the City could avoid higher per-ton costs by delivering only organics (and not green waste) to higher cost/more distant facilities; however, collection costs would likely increase as a result of establishing new organics routes. R3 will, with City input and involvement, request proposals from Republic based on the City’s needs, and then further negotiate the terms, conditions, and pricing for organics services. We should note that with the organics program only set to be in place for 18 months from January 1, 2020 to June 30, 2021 (after which a new Agreement is anticipated to be in place) the City’s ability to negotiate long-term services and cost-effective rates is limited.

In terms of establishing a rate structure for organics services and setting customer rates, there are options for the City to consider. The City could seek “cost-of-service” rates for organics services, which would establish rates to cover the costs of organics services based on the organics container sizes and collection frequency. While this option would avoid the need for general rate increases to support the new organics programs, it would mean customer rates for organics services that are greater than current rates for refuse services. This would be an impediment to customer participation in the organics program, unless the City requires participation by customers (which could be accomplished via the new organics Ordinance that R3 would also be working with the City to develop via this Task). Alternatively, the City could seek to cover organics program costs via an overall increase in refuse collection rates, such that organics services would be provided universally to customers as a “bundled” service comprised of refuse and organics. While this option could facilitate greater participation – an important factor for the City’s compliance with state laws – such a rate structure would need to be carefully constructed so that customers paying rates to cover the costs of organics services would have access to those services. A hybrid approach to the organics rate structure could also be considered, which would balance the strengths of each approach.

Throughout Task 1, R3 will serve as lead negotiator in up to three (3) negotiation meetings with the City and Republic and will provide associated analysis prior to and between meetings to facilitate the negotiation process. This will include providing direction to Republic regarding the specifics of the City's needs for organics services, and the form of proposal for Republic's initial rates/rate structure for organic waste. Upon receipt of Republic's proposal, R3 will evaluate the proposal and identify points of negotiation/counter-proposal to facilitate City and Republic mutual acceptance of negotiated organics services and rates. R3 will be available for up to two (2) in-person meetings with staff and conduct bi-weekly calls/video conferences as necessary with staff during the course of conducting Task 1.

Concurrently, R3 will research options for the management of organic waste that are regionally available to the City, within a reasonable haul or transfer distance of the City (subject to discussion with the City and Republic). This research will include identification of the specific regionally available organic waste processing facilities using the state's Solid Waste Information System database and phone interviews with facility operators (and other parties, including the JPA) regarding available capacity and pricing for organic waste processing services. R3 will review the permitting status of available facilities and provide one (1) matrix with location, pricing, capacity, permitting status, and haul distance for each of the facilities. This information will be used as a basis for comparison of the reasonability of the negotiated rates for organic waste collection and processing, and provide context for City staff, Council, and public understanding of the new organic rates.

Following completion of the above, R3 will prepare one (1) draft Ordinance setting the customer rates for organics services and defining the terms and conditions of those services that are agreeable to Republic and acceptable to the City for consideration and potential adoption. R3 will provide the Ordinance to the City for its review and will conduct one (1) round of revisions based on consolidated written City comments. R3 will provide one (1) final Ordinance for City Council consideration. R3 will prepare one (1) draft presentation for City staff review, and one (1) final presentation for the City Council associated with the first and second readings of the Ordinance. R3 will attend up to two (2) City Council meetings for first and second readings of Ordinance.

## **Task 2          Develop Contract Agreement of Solid Waste Contractor**

R3 has consolidated the nine (9) components identified in Task 2 of the RFP into the following four (4) main project Tasks, which correlate with the City's RFP Tasks as indicted below:

- A. Determine City's Collection Needs & Develop Procurement Strategy (RFP Task 1, Document Review);
- B. Prepare and Issue Request for Proposals Package (RFP Tasks 2, 3, and 4);
- C. Review and Evaluate Proposals (RFP Tasks 5, 6, and 7); and
- D. Negotiate with Top-Ranked Contractors and Prepare a New Agreement with Selected Contractor for City Council Approval (RFP Tasks 8 and 9).

## **Task 2A          Determine City's Collection Needs & Develop Procurement Strategy**

Using our experience bringing California municipalities into compliance with CalRecycle requirements, and our understanding of recent state legislation, we will advise the City on the latest state solid waste trends as they pertain to both franchised services and the Agreement development. Our memorandum will provide the City with an update of recent legislation, including AB 341, AB 1826, AB 901, AB 1594, AB 1669 and SB 1383, and recommended new solid waste services, programs, and rate that should be incorporated into the City's new Agreement. This Task includes conference calls between City and R3 staff.

## **Task 2B          Prepare and Issue Request for Proposals (RFP Package)**

### **Task 2B.1          Prepare Draft RFP Package**

We will utilize Task 2A findings to develop a Draft RFP Package, which may be organized and include these components: General Introduction to the RFP Document; Available Demographic and Service Account Data; Current Services and Requested Services and Requirements; Communication Protocol for Proposers

and the City, Qualification Requirements, and the Required Submittal Format; Required Work Plans; Evaluation Criteria and Evaluation Process; Customer Rate Forms; and Draft Agreement.

**Task 2B.2 Develop Proposal Evaluation Criteria and Methodology**

R3 will recommend and develop written proposal evaluation criteria, including minimum requirements and qualifications. Prospective haulers may be required to submit work plans that specify how they will transition to new services, achieve diversion requirements, implement customer service programs, and promote public education activities. Additional evaluation criteria typically include: company qualifications/references; technical approach; financial ability; and customer rates. We will collaborate with the City to establish the evaluation and selection methodology, including identification of those responsible for selecting and weighting the evaluation criteria and creating the scoring system.

**Task 2B.3 Develop Draft Agreement for RFP Package**

We recommend developing and issuing the Draft Agreement with the RFP Package. This significantly reduces the time and cost of negotiations, contractually links the requested services to proposed costs as part of the evaluation process, and prevents proposers from making changes to the Agreement once proposals have been submitted. The Draft Agreement will establish the scope of services and will specify performance standards, including: diversion requirements; reporting overweight vehicles; and customer service interaction. Based on discussions with City staff and the City Attorney, R3 will make revisions to the Draft Agreement and prepare it for inclusion in the RFP Package.

**Task 2B.4 Finalize and Issue RFP Package**

R3 will finalize the RFP Package based on City Council direction and will provide the City with an electronic copy. R3 will provide our mailing list of solid waste companies operating in California, which the City can utilize for distribution of the RFP Package to prospective proposers (R3 can distribute the proposer invitations, if the City prefers). R3 will work with City staff to publicize the availability of the RFP Package, post it on the City website, and provide a draft Notice of Availability for release on City letterhead.

**Task 2B.5 Conduct Mandatory Pre-Proposal Meeting and Prepare the RFP Addenda**

R3 will conduct a mandatory Pre-Proposal Meeting with prospective proposers to allow the City to review the RFP with prospective proposers and answer questions, as appropriate. R3 will prepare written responses to questions raised before and during the Proposers' Conference for submittal to all attendees and prepare addenda to the RFP, as necessary.

**Task 2C Review and Evaluate Proposals**

R3 will provide the following assistance with the review and evaluation of proposal: assemble an Evaluation Team of City and R3 staff; conduct an initial evaluation of proposals; conduct interviews, reference checks, and site visits; and conduct final evaluation, proposal scoring, and ranking.

**Task 2D Negotiate with Top-Ranked Contractors and Prepare a New Agreement**

**Task 2D.1 Negotiate with Top-Ranked Proposer(s)**

With direction from City Council, R3 will participate in up to five (5) Agreement negotiation sessions with the top-ranked proposer(s). Negotiations will focus on clarifying the proposers' service and cost proposals and incorporating optional services selected by City Council. R3 will provide a list of outstanding service, cost, and Agreement issues to be negotiated with the proposers at negotiation strategy meetings.

**Task 2D.2 Finalize New Agreement for City Council Approval**

We will incorporate program changes and/or options selected by City Council as well as proposed rates, final work plans, and exhibits, and finalize the Agreement. R3 will prepare a staff report for presentation to City Council to support the staff recommendation to execute an Agreement with the selected company.

**Task 2D.3 Attend City Council Meeting to Present Final Agreement for Approval**

R3 will make one (1) presentation to City Council to summarize the results of the final negotiations and facilitate their approval of the Final Agreement. This presentation will include summarizing final programs, implementation steps, and customer rates.

## Task 2 Deliverables

- One Task 2A (1) electronic summary memorandum and recommendations;
- One (1) Draft and one (1) Finalized RFP Package, in electronic format;
- Electronic mailing list of prospective proposers for use in City's distribution of the RFP Package;
- Preparation of a Notice of Availability of the RFP document and all necessary RFP addenda;
- Presentation during one (1) Pre-Proposal Meeting;
- Electronic written responses to questions submitted before/during Pre-Proposal Meeting.
- Facilitation and attendance at up to four (4) Evaluation Team meetings;
- Summary meeting agendas, summary documents, and scoring sheets for Evaluation Team use;
- Initial "pass-fail" evaluation of the technical feasibility of each received proposal;
- Preparation of written requests for clarification to the proposers, as necessary;
- Scheduling and conducting interviews and reference checks with proposers;
- Electronic summary memorandum of reference check results;
- Conduct necessary site visits and provide questions for City to ask proposers during visits;
- Comparative summary highlighting proposers' qualifications and technical merits;
- Rate analysis and summary of proposed impacts on City and rate payers;
- One (1) electronic summary report of the proposal evaluation process and scoring results including evaluation matrix of proposed programs and rates;
- Meetings with City staff, either in person or by phone, to confirm negotiation strategy and discuss the RFP package, technical issues, and project progress;
- Up to five (5) negotiation sessions with top-ranked proposers;
- Listing of service, rate, and Agreement issues to negotiate with the top-ranked proposer(s);
- Revisions to the Draft Agreement based on the results of the negotiation sessions;
- Preparation of a staff report to the City Council to support the staff recommendation to execute an Agreement with the selected proposer;
- One (1) presentation to City Council to summarize the negotiation results and facilitate approval of the Final Agreement; and
- Final Agreement, (electronic & paper copy), for execution by the City and the selected proposer.

**EXHIBIT B**

# Schedule

		<b>Start Date</b>	<b>Completion Date</b>
1	<b>Develop Organic Waste Ordinance with Rates</b>	June 6, 2019	November 29, 2019
2	<b>Develop Contract Agreement of Solid Waste Contractor</b>		
2A	<b>Determine City's Collection Needs &amp; Develop Procurement Strategy</b>	January 2020	February 2020
2B	<b>Prepare and Issue RFP Package</b>		
2B.1-2B.2	Prepare Draft RFP Package Develop Proposal Evaluation Criteria & Methodology	January 2020	February 2020
2B.3	Develop Draft Franchise Agreement for RFP Package	February 2020	March 2020
2B.4-2B.5	Finalize/Issue RFP Package, Conduct Pre-Proposal Meeting, & Prepare RFP Addenda	April 2020	June 2020
2C	<b>Review and Evaluate Proposals</b>	June 15, 2020	September 11, 2020
2D	<b>Negotiate with Top-Ranked Contractors and Prepare a New Agreement with Selected Contractor for City Council Approval</b>		
2D.1	Negotiate with Top-Ranked Proposer(s)	October 9, 2020	November 27, 2020
2D.2	Finalize New Agreement for City Council Approval	November 30, 2020	December 7, 2020
2D.3	Attend City Council Meeting to Present Final Agreement for Approval	December 9, 2020	December 23, 2020
	<b>Resolution Approving the Solid Waste Contractor</b>	January 1, 2021	January 15, 2021
	<b>Roll Out New Franchised Service</b>		July 1, 2021

**EXHIBIT C**

**Proposal for Solid Waste Consultant Services**

**Project Budget**

We propose to complete the Project Scope of Work on a time-and-materials basis for a total, all-inclusive not-to-exceed budget by task totaling **\$150,565**. Our project budget includes labor, travel, and project expenses for the work and deliverables as listed in Tasks 1 – 2. We would be happy to discuss changes to our scope or budget as may be needed to align with the City’s needs, and will match any of our competitors’ price for a similar level of effort. For Optional Tasks, R3 will bill the City (or the hauler, if directed by the City) on a time-and-materials basis using our 2019 Billing Rates in Table 4-2.

**Table D-1: Project Budget**

Task	Cost	Hours
<b>1 Develop Organic Waste Ordinance with Rates</b>		
Request for Information & Kick-off Meeting	\$2,475	13
Review Current City Ordinances and Rates	\$4,025	20
Negotiate Organics Services and Rates with Republic	\$23,050	120
Research Options to Manage Organic Waste to Meet AB 1826 / SB 1383	\$5,050	30
Prepare Draft and Final Organics Ordinance	\$6,425	35
Prepare Draft and Final Presentation and Attend Up to Two (2) City Council Meetings	\$4,825	25
Meetings / Conference Calls / Video Calls with Staff	\$6,175	30
<b>2 Develop Contract Agreement of Solid Waste Contractor</b>		
A Determine City's Collection Needs & Develop Procurement Strategy	\$7,100	36
B Prepare and Issue RFP Package	\$17,200	96
C Review and Evaluate Proposals	\$52,600	280
D Negotiate with Top-Ranked Contractors, Prepare New Agreement for Approval, & Attend One (1) City Council Meeting	\$21,640	112
<b>Optional Tasks: Cost Estimates to be Provided Upon City Request</b>		
<b>Total Hours</b>		<b>797</b>
<b>Total Cost</b>	<b>\$ 150,565</b>	

## Billing Rates

In Table D-2 below, we have provided R3's hourly billing rates.

**Table D-2: Billing Rates**

Classification	Hourly Rate
Principal	\$215 per hour
Project Director	\$215 per hour
Senior Project Manager	\$190 per hour
Project Manager	\$175 per hour
Senior Project Analyst	\$160 per hour
Senior Administrative Support	\$160 per hour
Project Analyst	\$145 per hour
Associate Analyst	\$130 per hour
Administrative Support	\$115 per hour
<b>Reimbursable Costs (Included in Hourly Rates)</b>	
Consultants/Subcontractors	Cost plus 10%
Lodging and meals	Direct cost
Travel — Private or company car	At Current Federal Rate
Travel — Other	Direct cost
Delivery and other expenses	Direct cost

## Manner of Payment

Unless otherwise agreed in writing, fees for work completed will be billed monthly at the first of each month for the preceding month and will be payable within 30 days of the invoice date.



*City of*  
**Los Banos**  
*At the Crossroads of California*

**REQUEST FOR PROPOSALS**  
**for**  
**SOLID WASTE CONSULTANT SERVICES**

Proposals must be received  
no later than 4:00 P.M. PDT  
April 2, 2019

**Questions with regard to submissions, process, or proposals  
can be emailed to:**

Greg Pimentel  
Assistant Public Works Director  
[greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org)

**City of Los Banos  
Public Works Department  
411 Madison Avenue  
Los Banos, CA 93635  
209-827-7056  
[www.losbanos.org](http://www.losbanos.org)**

## NOTICE

### Request for Proposals For Solid Waste Consultant Services

NOTICE IS HEREBY GIVEN that the City of Los Banos is seeking proposals from qualified consultants for the development of Organic Waste Ordinance/Rates and Solid Waste Contract Procurement services.

Submit five (5) hard copies and one (1) reproducible scope of the proposal in a sealed package clearly marked “**Solid Waste Consultant Services**”. Submittals must be received no later than 4:00 p.m., Tuesday, April 2, 2019 and addressed as follows:

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

No late submittals will be accepted. The City may conduct interviews of the top ranking firms in order to make a final selection. The successful firm will be recommended to the City Council for authorization to enter into a Professional Services Agreement for Solid Waste Consulting Services with the City of Los Banos. Any questions with regard to submissions, process, or proposals can be emailed to Greg Pimentel, Assistant Public Works Director at [greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org). The Request for Proposal can be viewed and/or obtained from the City of Los Banos website at [www.losbanos.org](http://www.losbanos.org).

Failure to comply with the requirements set forth in this Request for Proposal 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 Request for Proposal, 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 Consultant is solely responsible for all costs related to the preparation of the proposal.

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

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

# REQUEST FOR PROPOSALS

## Introduction

The City of Los Banos (herein referred to as “City”) is currently seeking a qualified solid waste consultant firm (herein referred to as “Consultant”) with experience in solid waste, recycling, and organic waste consulting services. The Consultant shall provide consulting services for the study of rates for the collection and disposal of organic waste and the preparation of an ordinance on the separation, processing, and disposal of organic waste. The Consultant will provide services for the procurement of a Solid Waste Contract for the collection, hauling, processing, and disposal of solid waste, recyclables, organics, used oil, and other materials which can be diverted from landfills.

The work scope will be separated into two (2) tasks and the term of the Professional Services Agreement for Solid Waste Consultant Services (herein referred to as “Agreement”) will be outlined in the Agreement. The Agreement shall become effective upon execution by both parties.

## Work Scope

Throughout the entire length of the project services, Consultant shall work directly with the City to establish scheduled meetings in person, by phone, and/or video conferences. Consultant shall have comprehensive knowledge of all State, County, and Local regulations regarding the collection, hauling, processing, and disposal of all types of waste including solid waste, universal waste, designated waste, E-waste, construction & demolition waste, hazardous waste, used oil/filters, recyclables, and organic waste. Consultant shall have comprehensive knowledge of franchise contract provisions, state and local environmental challenges, best management practices, industry standards, options for service, and charges for rates. The work scope shall be separated into two (2) primary tasks, as follows:

### TASK #1 – Develop Organic Waste Ordinance with Rates

1. Review the City ordinances and rates for its collection, hauling, processing, and disposal of existing services.
2. Work with the current Solid Waste Contractor for the City to develop an acceptable disposal rate for organic waste as mandated by the State.
3. Research options for the management of organic waste in the State through Merced County for developing a reasonable disposal rate to process organics which meet mandates of AB 1826.
4. Draft and prepare an ordinance with applicable disposal rates which are agreeable to the Contractor and acceptable to the City for adoption. The target date for the adoption and implementation is January 2020 for the collection, hauling, processing, and/or disposal of organic waste.

### TASK #2 – Develop Contract Agreement of Solid Waste Contractor

1. Draft and prepare a Request for Proposals (RFP) for the solicitation of contractors to provide Solid Waste services for the City under contractual franchise agreement.
2. Prepare a list of potential providers and invite each provider to submit a proposal.

3. Assist with conducting a pre-proposal meeting with prospective proposers and the preparation of the written response(s) of any subsequent addenda to the RFP.
4. Develop the written criteria and the methodology to evaluate and rank each proposal submitted.
5. Coordinate any site visits to facilities of potential service providers and prepare questions for City to ask providers during visit.
6. Prepare a technical analysis of each proposer to verify the ability to comply with, provide for, and meet the requirements of a contract period.
7. Evaluate each proposer's experience and ability to perform the contract through references. Analyze the financial capability and strength of the proposer to perform in the contract.
8. Assist the City in negotiating services, terms, rates, and the preparation of a final agreement for approval by Council.
9. Work with City staff in the preparation of report and presentation to Council for the recommendation and/or options for the procurement of a solid waste contractor. The target date for the resolution approving a solid waste contractor is March 2021. The target date to initiate (roll out) service is July 2021 for the collection, hauling, processing, and/or disposal of solid waste services.

### **Submittal Format**

Consultant shall submit five (5) bound copies and one reproducible copy of the proposal. The proposal shall be typed and must contain no more than 10 typed pages. A 12-point font size is required for the cover letter, background, references, project team flow chart, proposed scope of services, and conflict of interest statement. Smaller fonts are allowed for tables, charts, and exhibits. The following information shall be included:

- Cover Letter – This letter should briefly introduce the firm, summarize the firm's general qualifications, include an executive summary of the specific approach which will be used to deliver the work scope; and identify the individual(s) name, address and phone number authorized to negotiate Agreement terms and compensation.
- Background – Provide history of the firm's consulting experience which specifically addresses the individual or firm's experience at producing solid waste ordinances, rates, and contracts for service.
- References – The proposal shall include a list of recently completed projects that are similar in scope and function to this Request for Proposal. Provide a description of the project, client name, and the name, title, and telephone number of the primary contact person.
- Project Team Flow Chart – The proposal shall include an organizational chart and describe the organizational structure that is proposed to deliver work scope to the City including support staff.
- Proposed Scope of Services – Provide a scope of services based on work scope contained in this Request for Proposal; discuss any ideas for modifying, clarifying, or improving the City's work scope; provide a realistic project schedule with key tasks, milestones, and deliverables.
- Conflict of Interest Statement – Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract. Particular attention should be paid to compliance with Government Code section 1090.

**NOTE:** the following shall be inserted at the end of the proposal and will not count towards the 10 page typed limit. Consultant shall submit the following:

- **Sample Work** – A maximum of two adopted ordinances and one franchise contract shall be included as representative samples of Consultant past work for similar cities.
- **Project Team Resumes** – Submit resumes of all key personnel/support staff that will produce work product for this project. Describe their qualifications, education, and professional licensing.
- **Changes to Agreement** – The City standard professional services agreement contract is included as Attachment 1 in this Request for Proposal. The Consultant shall identify any objections to and/or request changes to the standard contract language in this section of the proposal.
- **Cost Proposal** – In a **separately sealed envelope** marked “[Firm’s Name] Cost Proposal” provide the following:
  - a. Total all-inclusive Not to Exceed maximum price – the cost proposal should contain all pricing information relative to performing the scope of work for both Task 1 and Task 2 as described in this Request for Proposal. The total all-inclusive not to exceed maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. Provide a budget for each major milestone for the entire scope of work services. The proposed budget should be inclusive of all meetings, conference calls, site visits and deliverables. The budget should include a list of anticipated reimbursable expenses with rates charged for each.
  - b. Manner of Payment – Progress payments will be made on the basis of hours of work completed during the course of the engagement and the out-of-pocket expenses incurred in accordance with Consultant proposal. Interim billing shall cover a period of not less than a calendar month.

### **Proposal Submission**

Complete proposals must be submitted in sealed envelopes and received by the City no later than 4:00 P.M. PDT on April 2, 2019. Late, faxed or emailed proposals will not be accepted. All proposals and documents submitted become the property of the City. Information considered proprietary shall be identified as such in the proposal.

Proposal shall be submitted by mail or in person to the following address:

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

**Re: Solid Waste Consulting Services**

## **Selection Schedule**

The City intends to follow, but will not be bound by, the following selection timeline:

Advertisement of RFP	March 1, 2019
Deadline for Questions Submitted by Email	March 22, 2019
Response to Written Email Questions	March 26, 2019
Deadline for Proposal Submittal	April 2, 2019, 4:00 P.M. PDT
Interviews, if necessary	May 13-17, 2019
Award Date	June 5, 2019
Target Project Completion Date (Task 1&2)	June 30, 2021

## **Questions about the RFP**

All inquiries and questions regarding this Request for Proposal shall be emailed to Greg Pimentel, Assistant Public Works Director at [greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org). No oral questions or inquiries about the RFP shall be accepted.

## **Insurance Requirements**

Before the City executes an Agreement for services, Consultant shall provide a certificate of insurance evidencing the following:

- General liability insurance of \$1,000,000 and automobile insurance coverage of \$1,000,000 indicating the City as an additional insured.
- Professional Liability (errors and omissions) insurance providing a minimum coverage of \$1,000,000 and not less than two million dollars (\$2,000,000) in the annual aggregate.
- Workers' Compensation Coverage and Employer's Liability Insurance.
- Each liability insurance certificate shall state that coverage afforded therein is primary and shall bear endorsements that provide the City be given at least 30 days written notice before any material change or cancellation of such policy, for any reason.

## **Evaluation Guidelines**

Based upon the response to the Request for Proposal, the City may interview or ask informal questions from any or all of the Consultants and/or award the Agreement without conducting interviews. The successful Consultant will be required to enter into an Agreement with the City, including insurance/indemnity requirements.

The selection process, including any interviews or questions, will focus on the following:

1. The proposal approach
2. Previous experience with solid waste services for similar size organizations
3. Clarity of proposal, completeness, and inclusion of requested information
4. Technical capabilities
5. Reference checks
6. Professional nature of firm

7. Demonstrated municipal government experience
8. Ability to present materials that can be understood by technical and non-technical staff
9. Qualifications and experience of the firm and staff assigned to provide support
10. Past performance
11. Professional standing and financial stability of the firm
12. Cost effectiveness
13. Feasibility of the proposal based upon the proposed scope of services

All interested parties are encouraged to submit proposals, as the award is not solely on the lowest cost proposal submitted. Total cost will be taken into consideration, but the Consultant 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 decision 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 decision of whether to award a contract and selection of a Consultant will be at the sole discretion of the City Council.

**Attachment 1**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF LOS BANOS  
AND  
[CONSULTANT NAME]  
(Solid Waste Consulting 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 [CONSULTANT NAME], a [ partnership, corporation, etc.] (“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 solid waste consulting services for two specific tasks. Task #1 – Develop an ordinance for the processing of organic waste with a disposal rate. Task #2 – Prepare the contract agreement with solid waste contractor for the collection, hauling, processing, and disposal of solid waste materials.
- 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 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.** Work Scope Task 1 and Task 2 attached hereto as Exhibit A, incorporated herein by reference to be performed by Consultant and shall be performed to the satisfaction of the City.
  - 2.1 Consultant shall provide such services 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.** 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 B 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 forgoing, Consultant shall not be responsible for delays due to causes beyond Consultant reasonable control. However, in the case of any such delay in the delivery of services to be provided for the Work Scope, 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 all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, which shall not exceed \$[ENTER DOLLAR AMOUNT] for Task #1. City shall pay Consultant for all work performed in accordance with this Agreement, including all reimbursable items and sub consultant fees, which shall not exceed \$[ENTER DOLLAR AMOUNT] for Task #2. Consultant shall be paid for services in accordance with Consultant's Schedule of Fees (hourly rates) attached hereto as Exhibit C and incorporated herein by reference. The hourly rates in Exhibit C shall remain in effect during the term of this Agreement. 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.

- 4.1 City shall reimburse Consultant only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City.
- 4.2 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 the Project, 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 C 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 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.

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  
Public Works Director/City Engineer  
411 Madison Avenue  
Los Banos, California 93635

To Consultant:  
[NAME]  
[TITLE]  
[ADDRESS]  
[ADDRESS]

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.

**[CONSULTANT NAME]**

**Date:**

\_\_\_\_\_  
**by: [CONSULTANT CONTACT]  
[TITLE]**

**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**

**NOTICE**  
**Request for Proposals**  
**For**  
**Solid Waste Consultant Services**

NOTICE IS HEREBY GIVEN that the City of Los Banos is seeking proposals from qualified consultants for the development of Organic Waste Ordinance/Rates and Solid Waste Contract Procurement services.

Submit five (5) hard copies and one (1) reproducible scope of the proposal in a sealed package clearly marked “**Solid Waste Consultant Services**”. Submittals must be received no later than 4:00 p.m., Tuesday, April 2, 2019 and addressed as follows:

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

No late submittals will be accepted. The City may conduct interviews of the top ranking firms in order to make a final selection. The successful firm will be recommended to the City Council for authorization to enter into a Professional Services Agreement for Solid Waste Consulting Services with the City of Los Banos. Any questions with regard to submissions, process, or proposals can be emailed to Greg Pimentel, Assistant Public Works Director at [greg.pimentel@losbanos.org](mailto:greg.pimentel@losbanos.org). The Request for Proposal can be viewed and/or obtained from the City of Los Banos website at [www.losbanos.org](http://www.losbanos.org).

Failure to comply with the requirements set forth in this Request for Proposal 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 Request for Proposal, 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 Consultant is solely responsible for all costs related to the preparation of the proposal.

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

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



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:** June 5, 2019

**TYPE OF REPORT:** Non Consent Agenda

**SUBJECT:** Conditional Acceptance Study Agreement with Aqua Metrology Systems Limited for Hexavalent Chromium Treatment

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**Recommendation:**

That the City Council adopts the Resolution that approves the Conditional Acceptance Study Agreement for Hexavalent Chromium Treatment with Aqua Metrology Systems Limited, and authorizes the City Manager to execute said agreement.

**Background:**

The City of Los Banos municipal water system consists of thirteen (13) wells. These wells are the only water supply that the City system has currently available.

On July 1, 2014, the State of California adopted a new water standard for Hexavalent Chromium. The new Maximum Contaminant Level Standard (MCL) for Hexavalent Chromium was set at 10 ppb (parts per billion).

The City's wells have a Hexavalent Chromium level of between 20-40 ppb, therefore all the wells were over the State's then existing MCL of 10 ppb.

On April 28, 2015, the City of Los Banos received Compliance Order No. 03-11-15R-003 from the State Water Resources Control Board. The Compliance Order outlines required steps that the City must do in order to meet the then existing Hexavalent Chromium MCL.

On September 2, 2015, the State Water Resources Control Board accepted the City of Los Banos' Corrective Action Plan that outlines the process to achieve the then existing Hexavalent Chromium MCL.

Phase Two of the Corrective Action Plan is to evaluate Hexavalent Chromium Treatment alternatives.

As of September 11, 2017, the State Water Resources Control Board rescinded Hexavalent Chromium Compliance No. 03-11-15R-003 for the City of Los Banos, while new studies are being conducted for setting a new MCL for Hexavalent Chromium. Currently, the State is still in the process of setting a new MCL for Hexavalent Chromium, so there is no MCL for Hexavalent Chromium at this time.

In October, 2017, the Public Works Department was contacted by representatives of Aqua Metrology Systems Limited (AMS) in regards of doing a Hexavalent Chromium Proof of Concept study in the City of Los Banos.

Aqua Metrology Systems (AMS) is a Sunnyvale-based water technology company that has built a market leading position in the global market for the real-time outline detection of contaminants such as Disinfection By-products (Trihalomethanes) and Trace Metals (e.g. Chromium, Tin, Arsenic, Selenium, Mercury, Copper, Uranium, Lead, Nickel, Zinc, ect.) As a result of the performance of its Hexavalent Chromium online analyzer, these analyzers have been used on several Hexavalent Chromium treatment sites in California (e.g. Coachella Valley, Watsonville, Citrus Heights) to support cities and engineers in the evaluation of the performance of these treatment plants. As part of this work, AMS supported the evaluation of Tin (stannous) Chloride as a potential lower costing chemical reagent for treatment of Hexavalent Chromium. Based on the results of these pilot studies and observations by others, AMS formed the view that certain characteristics of this reagent made it unsuitable for treating Hexavalent Chromium in a consistent and predictable manner. These observations, along with the extensive experience of its senior scientists in the field of electrochemistry, led AMS to design and patent a treatment system for Hexavalent Chromium conversion which is based on electronically generated soluble Tin (stannous) that has the advantages of Tin Chloride without disadvantages (low chemical stability and both high cost and toxicity). Most importantly, the low capital and operating cost of the SafeGard H2O system has the potential to make it accessible to a broad span of water consumers across California.

The Proof of Concept Study by AMS resulted in positive results in the treatment of Hexavalent Chromium as outlined in the attached AMS report on the Concept Study.

**Discussion:**

Although the City is not required to continue evaluating Hexavalent Chromium Treatment alternatives at this time, staff continues to investigate options in order to treat the Chromium VI that exists in the City's groundwater supply.

Based on the positive treatment results of the Proof of Concept Study, AMS hopes to conduct a Conditional Acceptance Study to further gain results that allow it to secure funding for an independent validation of its Hexavalent Chromium treatment system, that will be substantially lower treatment cost, than the traditional Tin Chloride systems with benefits for both small and large water systems.

AMS has conducted extensive bench-scale testing of its system using samples of Los Banos Well #14 water, as well as the Proof of Concept testing, and has achieved a consistent reduction of Hexavalent Chromium to below the previous regulatory standard of 10 ppb.

The site for the Conditional Acceptance Study will again be the City of Los Banos Well #14. It is expected that the system will operate for approximately five months, beginning around July 31, 2019

The Conditional Acceptance Study Agreement between the City of Los Banos and AMS outlines the responsibilities of the parties involved in running a Proof of Concept study for Hexavalent Chromium treatment.

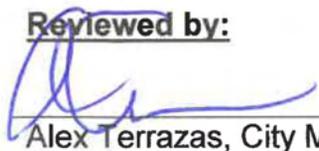
The highlights of the agreement are:

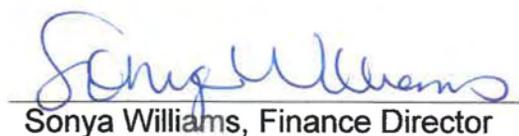
1. The purpose of the Study is to assess the 'systems' robustness and stability for treatment of Hexavalent Chromium during the trial duration at Well #14.
2. The test shall run for five months and the agreement will terminate on December 31, 2019.
3. All equipment and materials for the test to be provided by AMS.
4. The City will provide the test site, and associated water supply and power and receive all treated water.
5. AMS shall reimburse the City amounts billed by third party service providers, and charges of City staff time.
6. AMS is responsible for the proper disposal of the media at the end of the Test.
7. The City Attorney has reviewed and approved as to form the Conditional Acceptance Study Agreement.

**Fiscal Impact:**

Since the Conditional Acceptance Study Agreement provides for 100% cost reimbursement to the City for all time and effort required by the City and its technical consultants for tasks related to the study, actual fiscal impact to the City will be minimal. Any additional testing required by the City's Engineering Consultant, in addition to this study, will be paid for by the City and will be budgeted in the 2019-2020 City Budget.

**Reviewed by:**

  
\_\_\_\_\_  
Alex Terrazas, City Manager

  
\_\_\_\_\_  
Sonya Williams, Finance Director

**Attachments:**

Resolution

Conditional Acceptance Study Agreement

Site Map of Well #14

AMS Pilot Report

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF LOS BANOS APPROVING THE  
CONDITIONAL ACCEPTANCE STUDY  
AGREEMENT FOR HEXAVALENT CHROMIUM  
TREATMENT WITH AQUA METROLOGY  
SYSTEMS LIMITED AND AUTHORIZING THE  
CITY MANAGER TO EXECUTE SAID  
AGREEMENT**

WHEREAS, the City of Los Banos received Compliance Order No. 03-11-15R-003 on April 28, 2015, from the State Water Resources Control Board which was a result of the City's non-conformance with the then existing MCL for Hexavalent Chromium; and

WHEREAS, the State Water Resources Control Board accepted the City of Los Banos' Corrective Action Plan on September 2, 2015 that outlined the process to achieve the then existing Hexavalent Chromium MCL; and

WHEREAS, Phase Two of the City of Los Banos' Corrective Action Plan is to evaluate Hexavalent Chromium treatment alternatives; and

WHEREAS, as of September 11, 2017, the State Water Resources Control Board rescinded Los Banos Compliance Order No. 03-11-15R-003; and

WHEREAS, the City of Los Banos is still researching Hexavalent Chromium treatment methods although there is no longer an MCL for Hexavalent Chromium; and

WHEREAS, the Conditional Acceptance Study Agreement has been reviewed and approved as to form by the City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve the Conditional Acceptance Study Agreement for Hexavalent Chromium Treatment with Aqua Metrology Systems Limited, and authorizes the City Manager to execute said agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 5th day of June 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:

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Lucille L. Mallonee, City Clerk

## CONDITIONAL ACCEPTANCE STUDY AGREEMENT

THIS PROOF OF CONCEPT AGREEMENT (this "Agreement") is made this \_\_ day of June, 2019 (the "Effective Date") by and between Aqua Metrology Systems Limited, a foreign corporation (AMS) and the City of Los Banos, a California municipal corporation (the "City"). This Agreement sets forth the terms on which AMS shall conduct certain conditional acceptance testing (the "Test") with respect to AMS's proprietary water treatment technology (the "Process"). The goal of the Test is to demonstrate to the California State Water Resources Control Board (SWRCB) that the AMS process is safe, effective, and reliable in order for the process to be conditionally accepted for use by public drinking water systems in California. AMS and the City hereby agree as follows:

### 1. Test Description and Responsibilities.

A. The purpose of the Test is to (i) assess the costs, safety and efficacy of the Process and (ii) provide data relating to the performance of the Process to support the Initiative. AMS and the City shall make every reasonable effort to commence the Test as soon as practicable, and it is the intention of the parties that the Test will run approximately five (5) months, or as agreed by the parties for purposes of the Initiative

B. AMS shall provide (i) the equipment and materials (the "System") necessary to conduct the Test, including set-up and commissioning of the System (but excluding those items expressly specified herein as to be provided by the City) and (ii) all associated technical specifications and procedures for the operation of the Process and the System (the "Specifications").

C. AMS shall contract with an engineering consultant (Consultant), Provost & Pritchard Consulting Group, to develop a study protocol (Protocol); to collect water quality samples for independent third-party testing; and to document the findings in a study report (Report). Costs for the Consultant's services will be invoiced directly to, and paid directly by AMS.

D. AMS shall (i) conduct the Test utilizing the Process and System in accordance with the Specifications and Protocol, (ii) provide such monitoring and reporting services to support the Initiative and provide copies of all reports and data on the Test to the City.

E. The City shall provide (i) provide the Test site (the "Site") and associated water supply and power for operation of the System, (ii) receive all treated water discharged from the System for the conduct of the Test, (iii) allow AMS and its representatives to have real-time access to the System and the Site and to monitor the operation of the System. Neither party shall be responsible for any failure or delay in performance caused by events beyond its reasonable control.

F. The City, at its discretion, may make use of the treated water leaving the AMS system to conduct supplemental studies (Supplemental Testing) generally related to the filterability of trivalent chromium and tin in the water supply and their chemical reactions in the water distribution system. All costs and labor for supplemental studies conducted by the City shall be borne by the City. The results of the Supplemental Testing shall not be subject to the confidentiality provisions of this agreement and the City shall retain the right to use and publish results of these supplemental studies at its discretion.

2. Costs. AMS shall provide, install, commission, monitor and service the System for the conduct of the Test at no cost to the City, and shall reimburse the City for all of the City's reasonable, documented out-of-pocket costs and expenses incurred in connection with conducting the Test. Reimbursable costs and expenses shall include (a) amounts billed by third party service providers in connection with the Test, (b) amounts billed by the State and will not be incurred without prior written consent of AMS. The City

shall submit monthly invoices to AMS for reimbursement, setting forth in reasonable detail the applicable costs and expenses for which reimbursement is sought, with reasonable supporting documentation.

3. Test Results; Future Use. AMS shall own all results of the Test (exclusive of Supplemental Testing, which shall be deemed Confidential Information (as defined in Section 4) of this Agreement. Notwithstanding the foregoing, the City shall have the right of access to results of the Test and to submit Test results to the State in connection with the State Certification or as otherwise may be required by applicable law or regulation.

4. Confidentiality.

A. The City acknowledges that in connection with conducting the Test it will be granted access to certain confidential and proprietary information of AMS and its affiliates ("Confidential Information"). Confidential Information includes all information and data of AMS, the Process, the System, the Specifications, results of the Test, and any other proprietary information of AMS in any manner whatsoever conveyed, that is expressly marked confidential. Notwithstanding the foregoing, Confidential Information shall exclude information that (i) is or becomes publically available by means other than unauthorized disclosure, (ii) was previously known to the City free of any confidentiality obligation as demonstrated by tangible evidence, (iii) is developed by or on behalf of the City independently of the Confidential Information furnished under this Agreement as demonstrated by tangible evidence, (iv) is received from a third party whose disclosure does not violate any confidentiality obligation, or (v) is related to the supplemental testing described above.

B. Unless otherwise agreed upon in writing, during the term of this Agreement and at all times thereafter, the City shall: (i) hold the Confidential Information in strict confidence, exercising a degree of care not less than the care used to protect its own confidential or proprietary information from disclosure, and in no event less than a reasonable degree of care; (ii) restrict disclosure of the Confidential Information solely to those employees, agents and representatives of the City ("Representatives") with a need to know it in furtherance of the Test or seeking the State Certification, and not disclose Confidential Information to any other person or entity; (iii) advise its Representatives of their confidentiality obligations with respect to the Confidential Information; (iv) use and/or reproduce the Confidential Information only in connection with and where necessary for the Test and seeking the State Certification; and (v) not use the Confidential Information for any purpose other than the Test and the State Certification.

C. The City shall take all reasonably necessary measures to cause its Representatives to comply with the foregoing and restrain its Representatives from the unauthorized disclosure or use of Confidential Information. No ownership rights, including, without limitation, any intellectual property rights, are granted by reason of disclosure of Confidential Information hereunder or the authority granted hereby for the conduct of the Test. The City shall not seek to reverse-engineer or otherwise decompile any Confidential Information, including, without limitation, the Process, the System and the Specifications.

5. Indemnification; Damage Limitation and Insurance.

A. AMS shall indemnify, defend and hold the City harmless from any and all losses proximately caused by (i) use of the Process and the System in connection with the Test, and (ii) any negligence of AMS and its representatives; provided, however, that such indemnification obligations shall not apply with respect to losses due in whole or in part to (1) any failure by the City or its Representatives' to follow the Specifications, or (2) the sole negligence on the part of the City or its

Representatives. In no event shall AMS be liable for any incidental, consequential, speculative or punitive damages howsoever arising.

B. Throughout the term of this Agreement, AMS shall maintain insurance coverage in the following minimum amounts: (i) general commercial liability insurance (including products liability) of \$2 million, (ii) automobile insurance of \$1 million, and (iii) workers' compensation insurance in such amounts as required by applicable law.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and, unless extended by written agreement of the parties, shall expire December 31<sup>st</sup> 2019. This Agreement may be earlier terminated by either party at any time and for any reason upon ten (10) days' written notice. Upon termination or expiration of this Agreement (a) the Test shall cease and the City shall cease to incur any additional associated expenses; (b) AMS shall remove the System from the Site, and (c) any rights or obligations that by their nature or terms are intended to extend beyond the termination or expiration hereof shall survive beyond such termination or expiration, including, without limitation, AMS's obligations under Sections 2 and 5 and the City's obligations under Section 4.

7. Miscellaneous.

A. Each party represents and warrants that it has the power and authority to enter into this Agreement and perform its respective obligations hereunder.

B. This Agreement shall be governed by the laws of the State of California, regardless of conflicts of law principles. The invalidity of any provision of this Agreement shall not impair or otherwise adversely affect the validity of any other provision.

C. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, and any attempted or purported assignment or transfer without such consent shall be null and void.

D. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or communications between the parties with respect to the subject matter of this Agreement. This Agreement may not be amended except as set forth in a writing executed by both parties hereto. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

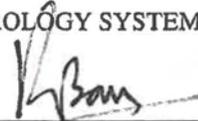
E. This Agreement may be executed in counterparts and delivered via facsimile or electronic means.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its undersigned duly authorized representative, each as of the Effective Date.

AQUA METGROLOGY SYSTEMS LIMITED

CITY OF LOS BANOS

By:

  
\_\_\_\_\_

By:

\_\_\_\_\_

Name:

Rick Borcan  
\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

CEO  
\_\_\_\_\_

Title:

\_\_\_\_\_

ATTEST:  
CITY CLERK

---

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

---

William A. Vaughn  
City Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/13/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Archway-Clayton Insurance Agency, Inc. 1731 Technology Drive, #250 License #0D63171 San Jose CA 95110	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (408) 441-2000		FAX (A/C, No): (408) 441-1982
	<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>
<b>INSURED</b> Aqua Metrology Systems Ltd. 1225 E Arques Ave Sunnyvale CA 94085 (408) 523-1900	<b>INSURER A:</b> Hartford Fire Insurance Compan		19682
	<b>INSURER B:</b> Colony Insurance Company		39993
	<b>INSURER C:</b> Ohio Security Insurance Compan		24082
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** Cert ID 5143      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		103 GL 0018838-01	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAS58034800	06/01/2018	06/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			XS173709	08/20/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Prod/Cmpl Ope \$ 1,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57WBCDQ0498	03/01/2019	03/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							\$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re.: Insured's job

Certificate holder is hereby named as additional insured as respects to general liability per Form#CG20100704 attached.

## CERTIFICATE HOLDER

## CANCELLATION

City of Los Banos  
 Attn Mark Fachin  
 411 Madison Avenue  
 Los Banos CA 93635

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Ramf Naya*

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**COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by written contract with the Named Insured	As designated in written contract with the Named Insured
Information required to complete this Schedule, if not shown above, will shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

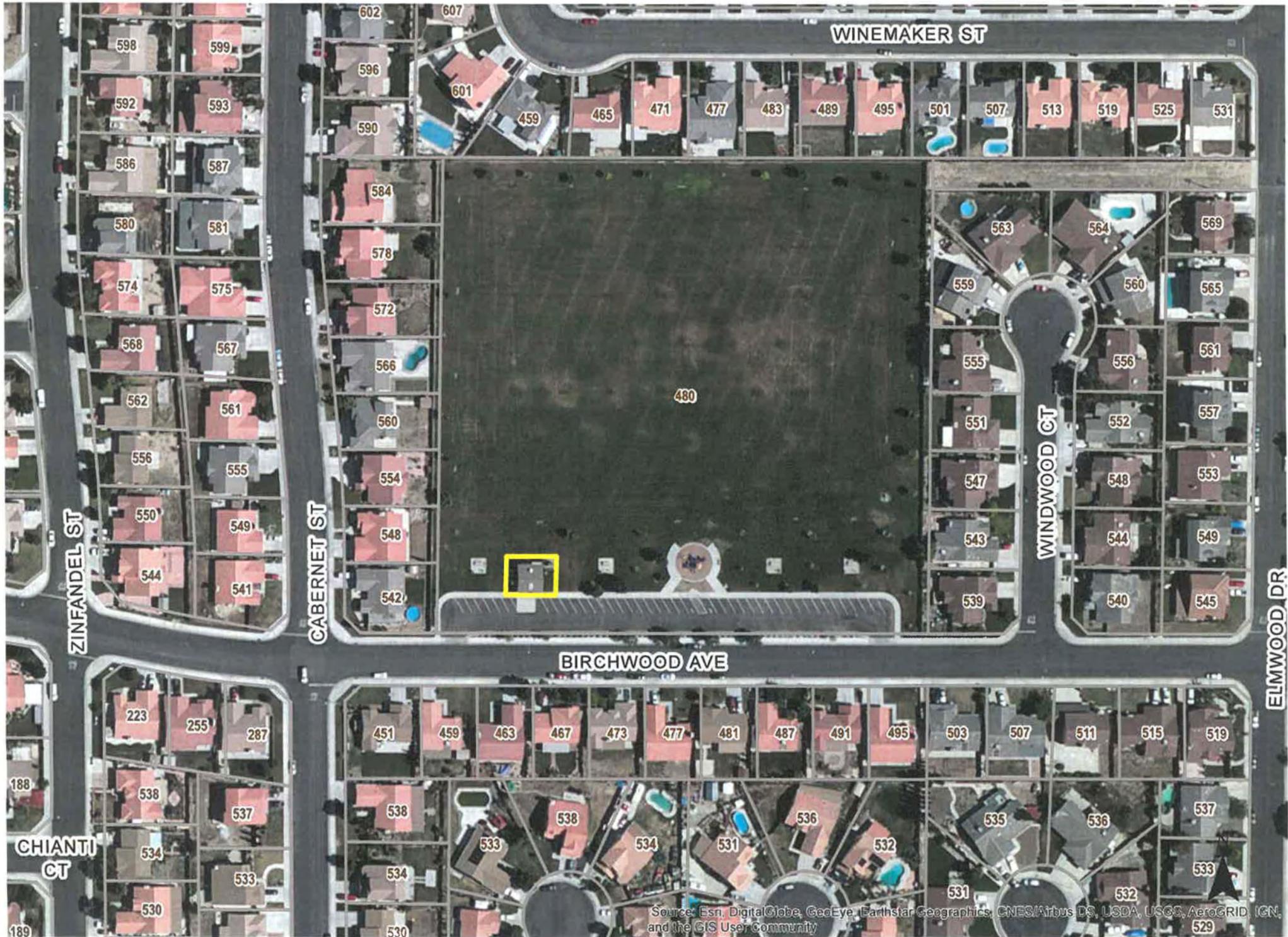
in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

# Well 14 Site Map



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

**Report**

AQUA METROLOGY SYSTEMS

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SafeGuard™ H2O Pilot Report

Intelligent Cr(VI) Treatment System

AQUA METROLOGY SYSTEMS

# SafeGuard™ H2O Pilot Report

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**24 January 2018**

This report summarizes results of the Aqua Metrology Systems' SafeGuard™ H2O intelligent Cr(VI) treatment system pilot study and details the system's ability to mitigate chromium contamination in drinking water.

- Report written by: Vladimir Dozortsev, Development Manager
- Report reviewed by: Rick Bacon, CEO
- Report approved by: Rick Bacon, CEO



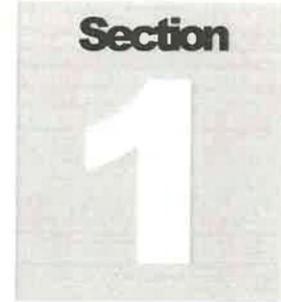
© 2018 Aqua Metrology Systems, Ltd., All Rights Reserved.  
1225 E. Arques Avenue  
Sunnyvale, CA 94085  
Tel: +1 408 523 1900 • E-mail: [info@aquametrologysystems.com](mailto:info@aquametrologysystems.com)  
[www.aquametrologysystems.com](http://www.aquametrologysystems.com)

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## Table of Contents

Executive Summary.....	2
Site Overview.....	2
Background.....	3
Results.....	4
Next Steps.....	4
Demonstration Technology.....	5
SafeGuard™ H2O Online Cr(VI) Treatment System.....	5
SafeGuard™ H2O Technology: Principles of Operation.....	6
Process Flow Diagram.....	6
Test Results.....	7
Site Water Conditions.....	7
Testing Schedule.....	7
Treatment Objective.....	8
Results.....	8
1.1 Determination of hexavalent-trivalent chromium conversion reaction efficiency.....	8
1.2 Hexavalent-trivalent chromium conversion reaction kinetics study.....	10
Conclusion.....	12
Acknowledgements.....	13

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## Executive Summary

### Site Overview

New data on the efficacy of stannous chloride ( $\text{SnCl}_2$ ) to treat  $\text{Cr(VI)}$  released in Fall 2016 highlighted the methodology as an economical treatment approach with the potential to significantly reduce the capital, operations, and maintenance costs of chromium remediation compared to Best Available Technologies (BATs) which have been surrounded by controversy over their high capital and operating costs.

Research has shown the reduction of  $\text{Cr(VI)}$  to  $\text{Cr(III)}$  by both stannous chloride and ferrous ions to be highly effective. However, conventional stannous reagent dosing methodology is not without disadvantages. Stannous salt solutions are a highly corrosive, toxic, and hazardous reagent requiring special shipping, storage, and handling. The reagent has a limited shelf life due to its chemical instability and once expired, it must be disposed of safely. Due to the high density, viscosity, and acidity of stannous salt solutions, the reagent may also require a complex delivery system design and control. All combined, conventional dosing approaches for stannous reagents are associated with high capital and operational costs.

An innovative approach to generate a stannous ion reagent<sup>1</sup> in-situ via an electrolytic process, SafeGuard™ H2O, has been developed by Aqua Metrology Systems (AMS). The SafeGuard H2O system also features an online  $\text{Cr(VI)}$  monitoring analyzer for real-time monitoring for the control, optimization, and treatment of  $\text{Cr(VI)}$ . The fully integrated SafeGuard H2O online  $\text{Cr(VI)}$  remediation system eliminates the pitfalls of conventional dosing and aids in the delivery of an affordable and reliable  $\text{Cr(VI)}$  remediation process.

A SafeGuard H2O demonstration unit was installed at Los Banos Well #14 for a two-week demonstration period (11-22 December 2017). In addition to elevated  $\text{Cr(VI)}$  levels of 40 ppb, the characteristics of source water for Los Banos Well #14 includes high levels of uranium, conductivity and hardness. The demonstration will evaluate the SafeGuard H2O system's performance for consistently treating  $\text{Cr(VI)}$  below 10 ppb under extremely challenging water conditions.

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<sup>1</sup> Stannous ion reagent is a species formed when stannous ions react with the raw water matrix.



## Background

Aqua Metrology Systems, based in Sunnyvale, California, is a water technology company that has built a market leading position in the global market for the real-time online detection of contaminants such as Disinfection By-products (Trihalomethanes) and Trace Metals (e.g. Arsenic, Chromium, Copper, Lead, Mercury, Nickel, Selenium, Tin, Uranium, Zinc, and more).

Aqua Metrology Systems has been providing utilities with a accurate and reliable method to monitor Cr(VI) in real time since 2015. The AMS online Cr(VI) analyzer was the first fully automated, online multi-stream Cr(VI) analyzer commercially available to monitor drinking and wastewater.

The intelligent Cr(VI) monitor uses a self-calibrated voltammetric detector specifically developed to allow selective determination for hexavalent and total chromium down to 1 ppb. The analyzer features a robust and stable design that is capable of maintaining its sensitivity and calibrated status for an unlimited timeframe while operating reliably regardless of sample matrix conditions. The monitor evaluates multiple process streams and produces results in as little as 3 minutes. The monitor operates fully unattended and continuously, 24/7, delivering between 45 and 50 analytical readings per day.

The online Cr(VI) monitor technology has been used at several Cr(VI) treatment sites in California (e.g. Coachella Valley, Watsonville, and Citrus Heights) to support cities and engineers in their performance evaluation of Cr(VI) remediation and treatment plants (e.g. RCOF, SnCl<sub>2</sub>). The monitor provides a high frequency of reliable data on influent and effluent Cr(VI) levels which helps to monitor critical process steps and aid in remediation process control and optimization.

As part of their work with Cr(VI) treatment sites, AMS supported the evaluation of SnCl<sub>2</sub> as a potential lower cost chemical reagent for treating the contaminant. Based on the results of these studies, industry peer observations, and the extensive experience of senior scientists at AMS, the company believes that certain characteristics of the traditional SnCl<sub>2</sub> reagent make it unsuitable for treating Cr(VI) in a consistent and predictable manner. As a result AMS designed the SafeGuard H2O, a patent-pending online Cr(VI) remediation system that generates a stannous ion reagent in-situ via an electrolytic process and also features an online Cr(VI) monitoring analyzer.

SafeGuard H2O is a novel chromium remediation system that generates a stannous ion reagent on demand using non-toxic, food grade reagent precursor material. As a result, there is no shelf life of the reagent and operational costs are drastically reduced since shipping and handling of a hazardous solution are eliminated.

The system also features built in online sensors to monitor influent water quality parameters and an online Cr(VI)/Total Cr/Tin monitoring system to continuously analyze components of interest in all critical process steps.

Data generated from the onboard Cr monitoring system helps drive a highly accurate remediation process by ensuring reliable reagent dosing control through manipulation of site-specific process parameters since real time adjustments to process parameters can be made and then reported to the main control system. Remote access capability allows system performance monitoring 24/7 by AMS.



The SafeGuard H2O system features low capital and operating costs, making it an economical and reliable Cr(VI) remediation system suitable for large and small water systems, point-of-supply systems, or as point-of-entry systems for individual residences.

## Results

The SafeGuard H2O demonstration unit installed at Los Banos Well #14 underwent a two-week demonstration (11-22 December 2017). The demonstration was a success; the SafeGuard H2O system consistently generated targeted stannous reagent levels (0.25-100 ppm) into the raw water stream.

The novel SafeGuard H2O system successfully demonstrated the ability to efficiently generate stannous reagent into contaminated well water source and to convert hexavalent chromium into trivalent form with high efficiency and stability.

The performance of the SafeGuard H2O system was monitored in real-time using the automated onboard SafeGuard Chromium monitor, a feature that contributed to fast system set up and optimization.

Analytical data from the online method and laboratory showed good agreement, further validating the ability of the SafeGuard H2O system to monitor the Cr(VI) remediation process in real-time.

The experimental results suggest a high probability for the scalability of the SafeGuard H2O system for point-of-supply systems and point-of-entry systems. Full-scale evaluation is required to further demonstrate the long-term system performance of SafeGuard H2O in field conditions.

## Next Steps

Following this successful proof-of-concept demonstration confirming the robustness and stability of the SafeGuard H2O system to consistently generate a stannous ion reagent to treat Cr(VI) below 10 ppb, AMS is looking to secure funding and determine a facility where a full-scale independent validation of the SafeGuard H2O point-of-supply system can be undertaken.

AMS is also seeking to secure funding for a full-scale independent validation for SafeGuard H2O point-of-entry system.

## Demonstration Technology

### SafeGuard™ H2O Online Cr(VI) Treatment System

Aqua Metrology Systems provided a demonstration unit (Figure 1) of the SafeGuard H2O intelligent Cr(VI) treatment system to the City of Los Banos for a two week demonstration period (11-22 December 2017). The demonstration unit, sized to accommodate a throughput capacity of 0.7-0.8 gpm, is suitable for point-of-entry use at individual residences. The SafeGuard H2O technology is suitable for water systems, point-of-use systems, and point-of-entry systems.



**Figure 1: SafeGuard™ H2O Online Cr(VI) Treatment System Demonstration Unit**



## SafeGuard™ H2O Technology: Principles of Operation

SafeGuard H2O is a patent-pending intelligent Cr(VI) treatment system that generates a stannous ion reagent in-situ via an electrolytic process and also features an online Cr(VI) monitoring analyzer.

SafeGuard H2O generates a stannous ion reagent on demand using non-toxic, food grade reagent precursor material. As a result, there is no shelf life of the reagent and operational costs are drastically reduced since shipping and handling of a hazardous solution are eliminated. The system has built in online sensors to monitor influent water quality parameters and an online Cr(VI)/Total Cr/Tin monitoring system — a unique feature not offered by other Cr(VI) remediation technologies.

Whereas other Cr(VI) remediation systems such as  $\text{SnCl}_2$  are operated based on data from manual sampling and analysis, the SafeGuard H2O system has a highly accurate and reliable stannous ion dosing process because of the real-time Cr(VI)/Total Cr/Tin data provided every thirty minutes by the online trace metals analyzer. The fully integrated and intelligent Cr(VI) remediation system generates a stannous ion reagent onsite, and Cr(VI) levels are measured in real-time to ensure its efficacy.

### Process Flow Diagram

In the process design of the SafeGuard H2O system, a stannous ion reagent generator is installed inline with the reagent generation stream and controlled by an automated galvanostat (amperostat). Galvanostat maintains a certain electric current sufficient to generate a stannous ion reagent into the stream at targeted levels, according to incoming Cr(VI) contaminant levels and flowrate. A stannous ion reagent is continuously produced and delivered by waterflow to the main water stream where it is mixed and further reacts with Chromate reducing it into Cr(III) in the contactor vessel. An online Cr/Tin monitoring system continuously analyzes Tin and Chromate levels at critical process steps and reports the results to the main control system. Tin dosing is adjusted according to real time process data, ensuring a high level of system automation and integrity. Treated water can either be incorporated into a water blending scheme or discharged for public consumption. The process flow is detailed in Figure 2.

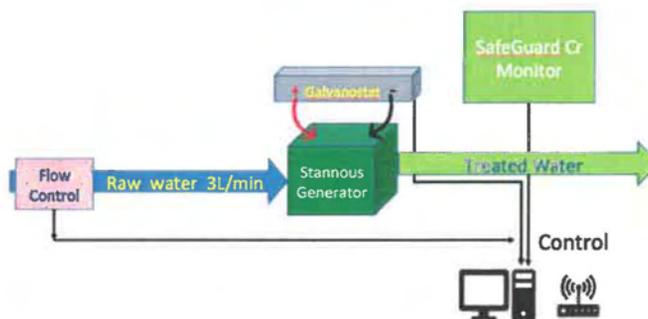


Figure 2- SafeGuard™ H2O Online Cr(VI) Treatment System Standard Process Diagram



## Test Results

### Site Water Conditions

Water quality is of paramount importance to the efficiency and effective operation of water treatment technologies. The water quality parameters of Las Banos Well #14 are noted in Table 1. In addition to elevated Cr(VI) levels of 40 ppb, the facility has extremely challenging water quality due to high levels of uranium, conductivity and hardness in their source water. This type of water composition is particularly problematic for ion exchange, and zerovalent Cr(VI) remediation technologies and excellent for detailing the efficacy of the SafeGuard H2O system.

**Table 1: Water Quality Parameters at California Drinking Water Facility**

Hardness	566 mg/l
pH	8.0
Sulfate	318 mg/l
TDS	1,180mg/l
Uranium	13.2 ug/l
Cr(VI)	40 ppb

### Testing Schedule

The SafeGuard H2O system automatically treats incoming raw water flow by injecting targeted stannous reagent levels into the stream. Influent and effluent Cr(VI) levels were analyzed by online and manual samples.

Aqua Metrology Systems' SafeGuard Cr(VI) monitor (0.5 ppb Quantitation Limit), that is integrated into the SafeGuard H2O system, analyzes treated water samples online in near real-time of 5-6 minutes (0 h).



Following a 24 hour delay (24 h), the samples are then reanalyzed at Aqua Metrology Systems' lab using another SafeGuard Cr(VI) monitor. In addition to analyzing online samples taken in real time, the SafeGuard Cr(VI) accepts manually collected samples via a grab sample port for analysis.

Manual water samples are split, preserved, and sent to certified analytical laboratory three times per week for third party analysis of the samples. Manual sampling is used to further validate performance of the SafeGuard H2O system against standard laboratory analysis (EPA Method 218.6 Practical Quantitation Limit 0.2 ppb).

BC Laboratories (BC Labs), a certified third party laboratory, undertook analysis of the manual samples for the duration of the demonstration period. The SafeGuard H2O system was commissioned 11 December 2017 and the demonstration project concluded on 22 December 2017.

## Treatment Objective

The treatment objective of this demonstration project was to evaluate the SafeGuard H2O system's ability to consistently generate targeted stannous reagent levels (0.25-100 ppm) into the raw water stream.

Other objectives included:

- Study efficiency of hexavalent chromium conversion into trivalent form
- Investigate Tin-chromium reaction kinetics at different stannous/chromate ratios
- Optimization of the reagent generation parameters and reagent dose

## Results

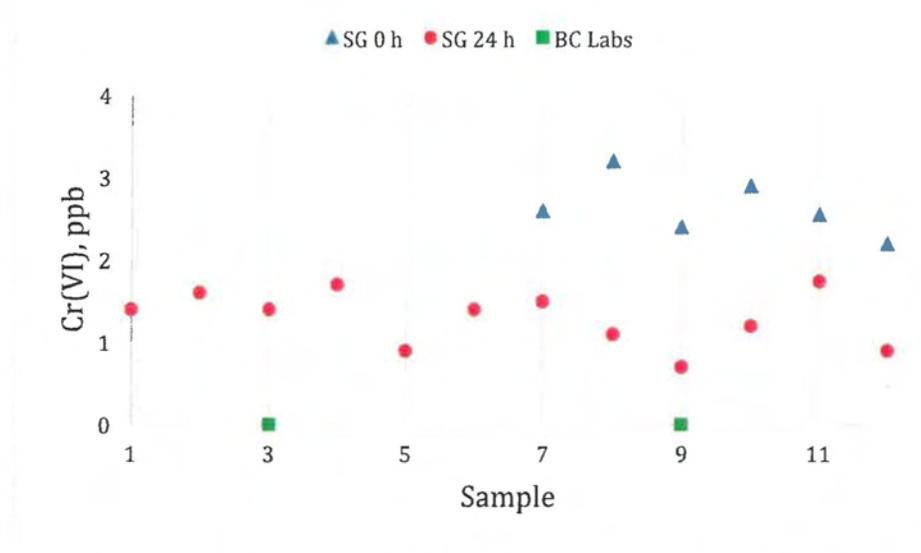
### 1.1 Determination of hexavalent-trivalent chromium conversion reaction efficiency.

Raw well water was continuously treated by *in-situ* generated stannous reagent (1.0 ppm dose).

Six samples of treated water were collected on 11 December 2017 and 13 December 2017 and immediately analyzed for Cr(VI) using the online SafeGuard monitor at site within 5-6 minutes after sampling (SG 0 h) and then again at 24 hours later at Aqua Metrology Systems' lab (SG 24 h) on another SafeGuard Cr(VI) monitor .

One representative sample from each daily series was split, preserved and delivered to third party certified lab (BC Labs) for further Cr(VI) analysis.

The residual Cr(VI) results from the 12 field samples that were analyzed by the online SafeGuard Monitor (SG) monitor and BC Labs are shown in Figure 3.



**Figure 3- Residual Cr(VI) levels in treated raw water determined by online SafeGuard™ monitor and by EPA Method 218.6**

Immediately after sample collection (SG 0 h Data) hexavalent chromium residuals levels were 2-3 ppb. However, within 24 hours Cr(VI) levels decreased to 1-2 ppb (SG 24 h Data). Hexavalent chromium results obtained in two split samples by the third party certified laboratory (BC Labs) were under the detection range (below 0.2 ppb).

Some additional decrease in residual hexavalent chromium levels in treated raw samples indicates ongoing reduction process after sampling.

Low residual hexavalent chromium levels detected by the SafeGuard monitor as well as BC Labs indicates a high hexavalent chromium conversion efficiency (see Table 2).

Conversion efficiency ( $\eta$ ) calculated using (1).

$$\eta (\%) = (C_{Inf} - C_{Eff} / C_{Inf}) \times 100 \quad (1)$$

$C_{Inf}$  – concentration of hexavalent chromium in influent;

$C_{Eff}$  - concentration of hexavalent chromium in effluent (6 test average)



**Table 2. Hexavalent to trivalent chromium conversion efficiency**

Cr(VI) Analysis	SG 0 hrs	SG 24 hrs	BC Labs
$\eta$ (%)	93	96	100

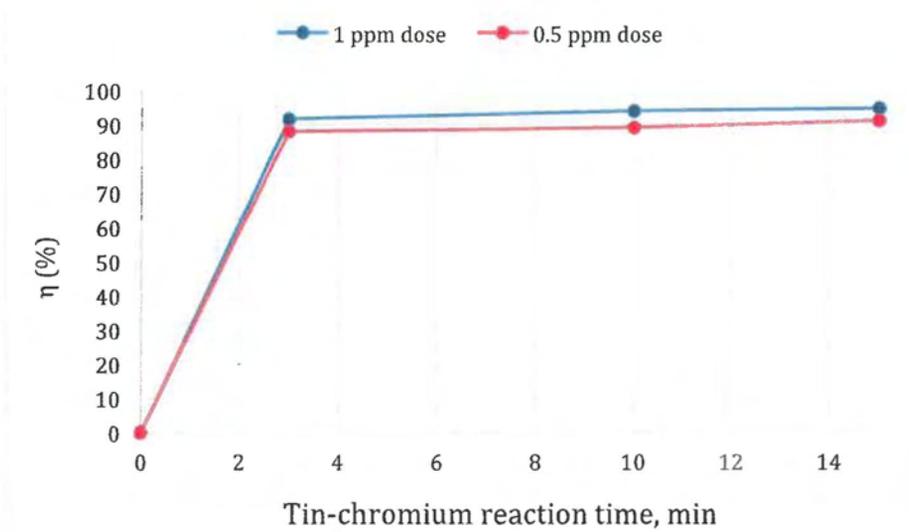
**1.2 Hexavalent-trivalent chromium conversion reaction kinetics study**

Hexavalent chromium conversion kinetics (rate) is represented as fraction of converted Cr(VI) related to the initial level in untreated raw water as a function of reaction (contact) time.

The SafeGuard H2O system was set to generate stannous reagent into raw water flow at 1.0 ppm and 0.5 ppm. Treated water samples were collected and analyzed on the online SafeGuard Cr(VI) analyzer at 3-, 10- and 15-minute intervals. The minimal time required for testing on the SafeGuard analyzer is 3 minutes. Results are detailed in Table 3 and depicted in Figure 4.

**Table 3. Hexavalent chromium levels in treated raw water found after different time periods**

Tin-Chromium Reaction Time	Hexavalent Chromium	
	Reagent 1.0 ppm	Reagent 0.5 ppm
3 min	3.3 ppb	4.7 ppb
10 min	2.4 ppb	4.2 ppb
15 min	2.1 ppb	3.8 ppb



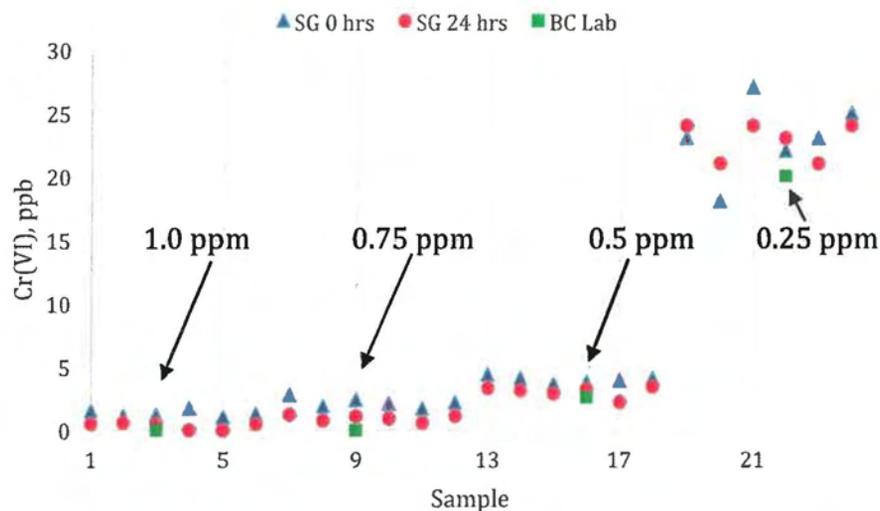
**Figure 4- Hexavalent chromium conversion rate obtained with 1.0 and 0.5 ppm stannous reagent dose plotted vs reaction time**

The hexavalent chromium conversion reaction rate is fast. At the 1.0 ppm reagent dose rate over 90% of initial Cr(VI) levels can be converted into trivalent form within a 3 minute contact time. At the 0.5 ppm reagent dose rate approximately 88% of initial Cr(VI) converted into trivalent form during a 3 minute contact time. There was an insignificant effect on conversion reaction at both dosing levels (1.0 ppm, 0.5 ppm) when the contact time was increased to 15 minutes.

### 2. 1 SafeGuard™ H2O system performance under optimized operational conditions

For the duration of the trial period important process parameters, such as reagent generation efficiency, water flow, and reagent dosing were studied and optimized.

The highest reagent generation efficiency and reagent-contaminant reaction rate occurred with a stannous generation rate of 50-100 mg/min at given (3 l/min) treated water flow. The SafeGuard H2O system performance under optimal conditions is detailed in Figure 5.



**Figure 5- Residual Cr(VI) levels in treated raw water determined by SafeGuard™ Monitor and by EPA Method 218.6**

At the 1.0 and 0.75 ppm reagent dose rates, the online SafeGuard Cr(VI) monitor detected trace levels of residual hexavalent chromium while outside lab results (BC Labs) were under the detection range. These low residual Cr(VI) contaminant levels indicate a high efficiency (over 90%) of the conversion process from Cr(VI) to the trivalent form.

High kinetics of Cr(VI) conversion reaction were confirmed in under five minutes from the treated water sample collection to the SafeGuard analyzer displaying results.

Decreasing the reagent dose rate down to 0.5 ppm resulted in a lower conversion efficiency, approximately 90%. At a stannous reagent dose of 0.25 ppm, data from the online SafeGuard analyzer and BC Labs support a conversion efficiency of less than 50%.

## Conclusion

Aqua Metrology Systems has supported the evaluation of  $\text{SnCl}_2$  as a potential lower cost chemical reagent for treating Cr(VI) contamination through studies at remediation sites. AMS believes that certain characteristics of the traditional  $\text{SnCl}_2$  reagent make it unsuitable for treating Cr(VI) in a consistent and predictable manner.

As a result, AMS designed the patent-pending SafeGuard H2O, an intelligent Cr(VI) treatment system that generates a stannous ion reagent in-situ via an electrolytic process and also features an online Cr(VI) monitoring analyzer.

The SafeGuard H2O demonstration unit installed at Los Banos Well #14 underwent a two-week demonstration (11-22 December 2017). The demonstration was a success; the SafeGuard H2O system consistently generated targeted stannous reagent levels (0.25-100 ppm) into the raw water stream.



The novel SafeGuard H2O system successfully demonstrated the ability to efficiently generate stannous reagent into contaminated well water source and to convert hexavalent chromium into trivalent form with high efficiency and stability.

The performance of the SafeGuard H2O system was monitored in real-time using the automated SafeGuard Chromium monitor, a feature that contributed to fast system set up and optimization. Analytical data from the online method and laboratory showed good agreement, further validating the ability of the SafeGuard H2O system to monitor the Cr(VI) remediation process in real-time.

The experimental results suggest a high probability for the scalability of the SafeGuard H2O system for point-of-supply systems and point-of-entry systems. Full-scale evaluation is required to further demonstrate the long-term system performance of SafeGuard H2O in field conditions.

### **Acknowledgements**

AMS would like to thank the City of Los Banos and Kevin Berryhill of Provost & Pritchard Consulting Group for their wonderful support during this demonstration project.



City of  
**Los Banos**  
At the Crossroads of California

**Agenda Staff Report**

**TO:** Mayor & City Council Members

**FROM:** Lucy Mallonee, MMC *em*  
City Clerk/Human Resources Director

**DATE:** June 5, 2019

**SUBJECT:** Appointments to the Valley-wide Special City Selection Committee  
Associated with the San Joaquin Valley Air Pollution Control District  
(SJVAPCD)

**TYPE OF REPORT:** Agenda Item

---

**RECOMMENDATION:**

Appoint Council Member(s) as a Committee Member and Alternate Committee Member as requested on the attached letter from the SJVAPCD.

**DISCUSSION:**

At the March 15, 2017 City Council Meeting, Council Member Silveira was appointed to the Valley-wide Special Selection Committee with Council Member Lewis appointed as the Alternate.

**FISCAL IMPACT:**

None

**REVIEWED:**

Alex Terrazas, City Manager

**ATTACHMENTS:**

April 23, 2019 email from SJVAPCD

## Lucy Mallonee

---

**From:** Michelle Franco <Michelle.Franco@valleyair.org>  
**Sent:** Tuesday, April 23, 2019 4:22 PM  
**Cc:** See Thao; Misa Velasco; Diseree Alvarez; Tom Jordan; Ariana Orozco  
**Subject:** Tentative Meeting: SJV Special City Selection Committee - Wednesday, May 29, 2019 at 6pm  
**Attachments:** SJV SCSC Roster as of 04.23.19.pdf  
**Importance:** High  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Good afternoon City Clerks of the San Joaquin Valley,

I wanted to let you know that we are planning to convene a **meeting of the San Joaquin Valley Special City Selection Committee on Wednesday, May 29<sup>th</sup> at 6:00 pm.** The purpose of this meeting will be to appoint a new small city, Central Region representative to our Governing Board. This meeting will be held via video teleconference in our Fresno, Modesto, and Bakersfield offices. As you are aware, we are required to have a quorum of at least 30 Special City Selection Committee members in attendance to hold the meeting. In order to ensure that a quorum will be available, I would like to ask for your assistance with the following:

- 1. Please review the attached roster of SJV Special City Selection Committee members for the list of representatives that we currently have on file for your city. If this information is correct, please review their contact information and respond to this email with any updates so that we may follow up with the members directly to ensure that we have a quorum in attendance.**
- 2. If the information we have for your city's representatives is incorrect, and new Committee member appointments are needed, please have your City Council appoint new Primary/Alternate representatives as soon as possible and send me a signed Resolution or Minute Order via email to reflect this action. In addition, please include any new Committee members' contact information so that we may follow up with them as we schedule the meeting.**
- 3. Important Note: If your city's appointed Committee members are unable to attend the meeting on May 29<sup>th</sup>, they may designate a replacement from your City Council to attend in their absence. If they are planning to do so, please contact me as far in advance as possible with the designated attendees' names and contact information so my team may follow up with them**

THANK YOU SO MUCH in advance for all of your efforts to help me ensure there is a quorum of Committee members in attendance at this meeting. You can find additional information on the Committee on our website: [https://www.valleyair.org/Programs/SpecialCitySelection/SCSC\\_idx.htm](https://www.valleyair.org/Programs/SpecialCitySelection/SCSC_idx.htm)

Feel free to call/email me with any questions and have a great evening!

Michelle

**Michelle L. Franco**

**Deputy Clerk of the Boards**

**San Joaquin Valley Air Pollution Control District**

Phone: 559-230-6038 Fax: 559-230-6061

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Atwater	Councilmember Cindy Vierra	Councilmember Paul Creighton
Avenal	Mayor Alvaro Preciado	
Bakersfield	Councilmember Jacquie Sullivan	Councilmember Bruce Freeman
Ceres	Mayor Chris Vierra	Vacant
Chowchilla	Councilmember Dennis Haworth	Councilmember Waseem Ahmed
Clovis	Mayor Bob Whalen	Mayor Pro Tem Drew Bessinger
Coalinga	Mayor Nathan Vosburg	Councilmember Ron Ramsey
Corcoran	Mayor Raymond Lerma	Councilmember Patricia Nolen
Delano	Councilmember Grace Vallejo	Councilmember Joe E Aguirre
Dinuba	Councilmember Kuldip Thusu	Mayor Emilio Morales
Dos Palos	Councilmember Michael McGlynn	Vacant
Escalon	Councilmember Robert Swift	Councilmember Jeff Laugero
Exeter	Councilmember Jeremy Petty	Public Works Director Daymon Qualls
Farmersville	Councilmember Leonel Benavides	Councilmember Greg Gomez
Firebaugh	Councilmember Felipe Perez	Councilmember Marcia Sablan
Fowler	Councilmember Leonard Hammer	Councilmember Karnig Kazarian
Fresno	Councilmember Clint Olivier	Vacant
Gustine	Mayor Melvin Oliveira	Councilmember Ellen Hasness
Hanford	Councilmember David Ayers	Councilmember Justin Mendes
Hughson	Councilmember Mark Fontana	
Huron	Mayor Pro-Tem Daniel Tamayo	Councilmember Jorge Solorio
Kerman	Mayor Rhonda Armstrong	Mayor Pro Tem Gary Yep
Kingsburg	Mayor Michelle Roman	Councilmember Sherman Dix
Lathrop	Councilmember Paul Akinjo	Mayor Sonny Dhaliwal
Lemoore	Mayor Ray Madrigal	Councilmember Jeff Chedester
Lindsay	Councilmember Brian Watson	Mayor Pro Tem Danny Salinas
Livingston	Councilmember Arturo Sicairos	Councilmember Alex McCabe
Lodi	Mayor Alan Nakanishi	Mayor Pro Tempore JoAnne Mounce
Los Banos	<del>Councilmember Scott Silveira</del>	Councilmember Deborah Lewis
Madera	Council Member Derek Robinson	Council Member Cece Gallegos
Manteca	Councilmember Jose Nuno	Councilwoman Debby Moorhead
Maricopa	Mayor Pro Tem Virgil Bell	Councilmember Cynthia Tonkin
McFarland	Councilmember Russell Coker	Public Works Director Mario Gonzales
Mendota	Mayor Rolando Castro	Mayor Pro Tem Victor Martinez
Merced	Councilmember Michael Belluomini	Councilmember Jill McLeod
Modesto	Councilmember Mani Grewal	Councilmember Jenny Kenoyer
Newman	Councilmember Casey Graham	Councilmember Laroy McDonald
Oakdale	Mayor Pro Tem Tom Dunlop	Vacant
Orange Cove	Councilmember Minerva Pineda	Councilwoman Diana Guerra Silva
Parlier	Mayor Pro Tem Jose Escoto	
Patterson	Mayor Pro Tem Dominic Farinha	Councilmember Dennis McCord

<b>CITY</b>	<b>PRIMARY MEMBER</b>	<b>ALTERNATE MEMBER</b>
<b>Porterville</b>	Councilmember Milt Stowe	Councilmember Monte Reyes
<b>Reedley</b>	Councilmember Anita Betancourt	Mayor Pro Tem Ray Soleno
<b>Ripon</b>	Councilmember Daniel de Graaf	
<b>Riverbank</b>	Vice Mayor Darlene Barber-Martinez	Councilmember Luis Uribe
<b>San Joaquin</b>	Councilmember Jose Ornelas	Councilmember Julia Hernandez
<b>Sanger</b>	Mayor Frank Gonzalez	Mayor Pro Tem Eli Ontiveros
<b>Selma</b>	Councilmember Jim Avalos	Councilmember Sarah Guerra
<b>Shafter</b>	Councilmember Cathy Prout	Mayor Gilbert Alvarado
<b>Stockton</b>	Councilmember Susan Lenz	Councilmember Christina Fugazi
<b>Taft</b>	Mayor Dave Noerr	Vacant
<b>Tracy</b>	Councilmember Juana Dement	Councilmember Veronica Vargas
<b>Tulare</b>	Mayor Jose Sigala	Council Member Carlton Jones
<b>Turlock</b>	Councilmember Mathew Jacob	Councilmember Amy Bublak
<b>Visalia</b>	Councilmember Phil Cox	vice Mayor Bob Link
<b>Wasco</b>	Councilmember Gilberto Reyna	Councilmember Cherylee Wegman
<b>Waterford</b>	Vice Jose Aldaco	Councilmember Tom Powell
<b>Woodlake</b>	Councilmember Jose Martinez	Councilmember Gregorio Gonzalez



City of  
**Los Banos**  
*At the Crossroads of California*

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**COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

Date: May 31, 2019

Re: Notice of Public Hearing

Proposal: Site Plan Review #2019-01- Crisoforo Hernandez

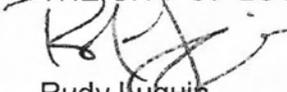
NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Site Plan Review #2019-01 for the development of one (1) 1,800 square foot commercial structure along with site improvements within the Highway Commercial Zoning District and a Categorical Exemption from the California Environmental Quality Act pursuant to Section 15332, In-Fill Development Projects. The proposed project site is located at 1419 Place Road; more specifically identified as Assessor's Parcel Numbers: 083-130-030.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, June 12, 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 Rudy Luquin, Associate Planner at City Hall or at (209) 827-2432.

All persons are invited to be present at the public hearing. Written and oral testimony is invited. Notice is hereby further given that if you challenge the above described Project in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing.

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

THE CITY OF LOS BANOS



Rudy Luquin  
Associate Planner



City of  
**Los Banos**  
*At the Crossroads of California*

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**COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

Date: May 31, 2019

Regarding: Notice of Public Hearing

Proposal: Conditional Use Permit #2019-02 – Type 40 Alcohol License

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Conditional Use Permit and Categorical Exemption from the California Environmental Quality Act pursuant to Section 15301 (Existing Facilities) to allow the use of a Type 40 Alcohol License for the on-sale of beer in conjunction with a bona-fide eating establishment. The requested Conditional Use Permit is for La Esperanza Food Center located at 937 West Pacheco Boulevard, more specifically identified as Assessor's Parcel Number 431-020-002.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, June 12, 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 Rudy Luquin, Associate Planner, at City Hall or at (209) 827-2432.

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.

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**COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT**

Date: May 31, 2019

Regarding: Notice of Public Hearing

Proposal: Mobile Food Vendor Permit #2019-02 – Jaidel Perez (dba El Grullense Jal #6)

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Categorical Exemption from the California Environmental Quality Act (CEQA) and a Mobile Food Vendor Permit #2019-02 to allow the operation of a mobile food vending vehicle on private property for Jaidel Perez dba El Grullense Jal #6. The subject property is located within the Highway Commercial Zoning District at 1301 West Pacheco Boulevard, more specifically identified as Assessor's Parcel Number: 430-010-019.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, June 12, 2019 at 7:00 p.m. in the Council Chambers of Los Banos City Hall, located at 520 "J" Street, Los Banos, California. Questions regarding the above-referenced item may be directed to Rudy Luquin, Associate Planner, at City Hall or at (209) 827-2432.

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.

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