



City of Los Banos

At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

JUNE 19, 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 Desehabilidad (ADA) de 1990.

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

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

1. CALL TO ORDER. **7:00 PM**
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)
Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda items. Speakers are limited to a five (5) minute presentation. Detailed guidelines are posted on the Council Chamber informational table.)

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

- A. Check Register for #216525 – #216725 in the Amount of \$569,994.14.

Recommendation: Approve the check register as submitted.

- B. Minutes for the May 9, 2019 Special City Council Meeting.

Recommendation: Approve the minutes as submitted.

- C. Minutes for the May 15, 2019 City Council Meeting.

Recommendation: Approve the minutes as submitted.

- D. Minutes for the May 30, 2019 Adjourned City Council Meeting.

Recommendation: Approve the minutes as submitted.

- E. City Council Resolution No. 6093 – Authorizing the Public Works Director to Sign All Documents, Right-of-Way Certifications, Assurances, and Other Statements for Funding Through the California Department of Transportation.

Recommendation: Approve the resolution as submitted.

- F. City Council Resolution No. 6094 – Accepting the Cresthills Park Arbor Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder.

Recommendation: Approve the resolution as submitted.

- G. City Council Resolution No. 6095 – Authorizing the City Manager to Execute Professional Services Agreements and the Public Works Director/City Engineer to Execute Individual Professional Services Agreements with Gouveia Engineering, QK, Precision Engineering, Stantec, and Provost & Pritchard Consulting Group for On-Call Engineering Services.

Recommendation: Approve the resolution as submitted.

- H. City Council Resolution No. 6096 – Approving the Purchase and Sale Agreement and the Sale of the Child Development Center Property Located at 1624 San Luis Street and Authorizing the City Manager to Execute Said Agreement.

Recommendation: Approve the resolution as submitted.

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

A. Public Hearing – To Receive Public Comment and Consideration of the Appropriation Limitation for the 2019-2020 Fiscal Year (FY).

- 1) City Council Resolution No. 6097 – Setting the Tax Related Appropriation Limit in Compliance with Proposition 4 and Proposition 111 for the 2019-2020 FY.

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

B. Public Hearing – To Receive Public Comment and Consideration of the 2019-2020 Fiscal Year (FY) Budget.

- 1) City Council Resolution No. 6098 – Adopting the 2019-2020 FY Budget, Including Employee Salary Schedule (Division 4) of the Los Banos Policy & Procedures Manual and the Capital Improvement Plan.

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

C. Public Hearing – To Receive Public Comment and Consideration of Amending and Restating Chapter 13, Title 11 of the Los Banos Municipal Code Relating to Taxicabs.

- 1) Ordinance No. 1172 – Amending and Restating Chapter 13, Title 11 of the Los Banos Municipal Code. **(First Reading and Introduction)**

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

8. MERCED COUNTY REGIONAL HOMELESSNESS PLAN PRESENTATION.

Recommendation: Informational item only, no action to be taken

9. ILLEGAL FIREWORKS PRESENTATION.

Recommendation: Informational item only, no action to be taken

10. FUTURE DOG PARK PRESENTATION.

Recommendation: Informational item only, no action to be taken

11. CONSIDERATION OF APPROVAL TO SOLICIT APPLICATIONS FOR THE MEASURE V CITIZENS OVERSIGHT COMMITTEE AND APPOINTMENT OF MAYOR AND MAYOR PRO TEM TO SIT ON THE COMMITTEE TO REVIEW INTERVIEW AND RECOMMEND APPOINTMENT TO THE CITY COUNCIL AT THE JULY 17, 2019 CITY COUNCIL MEETING.

Recommendation: Receive the staff report, approve solicitation of applications and appoint the Mayor and Mayor Pro Tem to the selection committee.

12. ADVISEMENT OF PUBLIC NOTICES. (One Report)
13. CITY MANAGER REPORT.
14. REPORT/UPDATE ON MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) AND MEASURE V COMMITTEE.

Recommendation: Informational item only, no action to be taken

15. CITY COUNCIL MEMBER REPORTS.
 - A. Tom Faria
 - B. Daronica Johnson-Santos
 - C. Brett Jones
 - D. Deborah Lewis
 - E. Mayor Mike Villalta
16. CLOSED SESSION.
 - A. Public Employee Annual Performance Evaluation, Pursuant to Government Code Section 54957, Title: City Manager.

17. ADJOURNMENT.

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


Jana R. Sousa, Assistant City Clerk

Dated this 13th day of June 2019

CK # 216525 - # 216725 06/19/2019 \$569,994.14

Bank Reconciliation



City of
Los Banos
At the Crossroads of California

Checks by Date

User: jcanchola

Printed: 06/11/2019 - 9:09AM

Cleared and Not Cleared Checks

Print Void Checks

Check	Check Date	Name	Module Void	Amount
216526	5/31/2019	Ameripride Services	AP	137.10
216527	5/31/2019	Anthony Gomes	AP	100.00
216528	5/31/2019	Aramark Uniform Ser Inc	AP	646.13
216529	5/31/2019	Airgas, Inc.	AP	127.46
216530	5/31/2019	AT&T Mobility	AP	77.95
216531	5/31/2019	AT&T	AP	33.47
216532	5/31/2019	Dorothy June Baker	AP	32.63
216533	5/31/2019	Boot Barn	AP	271.77
216534	5/31/2019	Bruce's Tire Inc	AP	488.79
216535	5/31/2019	BSK Associates	AP	8,420.36
216536	5/31/2019	Buchalter, A Professional Corporation	AP	902.50
216537	5/31/2019	Manuel A Avila	AP	151.97
216538	5/31/2019	Coffee Break Service Inc.	AP	178.00
216539	5/31/2019	Comcast	AP	106.16
216540	5/31/2019	Comcast	AP	808.00
216541	5/31/2019	Copy Shipping Solutions	AP	8.50
216542	5/31/2019	CPS	AP	683.25
216543	5/31/2019	Custom Locksmith & Alarm Inc.	AP	30.21
216544	5/31/2019	Kayla Cathers	AP	600.00
216545	5/31/2019	Spencer Edwards	AP	350.00
216546	5/31/2019	Fast Track Car Wash	AP	17.50
216547	5/31/2019	Federal Express Corporation	AP	37.92
216548	5/31/2019	Ferguson Enterprises Inc DBA Groeniger & Company	AP	105.85
216549	5/31/2019	Heppner Precision Machine Shop, Inc.	AP	70.55
216550	5/31/2019	Hilmar Lumber Inc.	AP	66.20
216551	5/31/2019	Hi Tech Emergency Vehicle Services, Inc	AP	2,470.76
216552	5/31/2019	Hobbs Construction Inc.	AP	232,613.20
216553	5/31/2019	Calvin Lotz	AP	28.50
216554	5/31/2019	Ingomar Packing Co.	AP	325.00
216555	5/31/2019	Serena Lopez	AP	500.00
216556	5/31/2019	Marfab Inc	AP	222.73
216557	5/31/2019	Merced Chevrolet Inc.	AP	461.82
216558	5/31/2019	Merced County Dept Of Agriculture	AP	319.50
216559	5/31/2019	Merced Truck & Trailer Inc	AP	27.92
216560	5/31/2019	Merced County Office of Education	AP	575.00
216561	5/31/2019	Napa Auto Parts of Los Banos	AP	16.19
216562	5/31/2019	NDN International LLC	AP	568.86
216563	5/31/2019	The Office City	AP	184.97
216564	5/31/2019	OSE	AP	1,435.07
216565	5/31/2019	O'Reilly Auto Parts	AP	768.35
216566	5/31/2019	Provost and Pritchard Engineering, Inc.	AP	105.00
216567	5/31/2019	Pulltarps	AP	404.72
216568	5/31/2019	Reds Roofing Company	AP	1,065.00
216569	5/31/2019	Edelmira Rodriguez	AP	500.00
216570	5/31/2019	Safe T Lite of Modesto, Inc.	AP	160.75

216571	5/31/2019	Save Mart Supermarkets	AP	285.12
216572	5/31/2019	Michael Bartholomew	AP	160.19
216573	5/31/2019	Robert & Susan Hansen	AP	222.94
216574	5/31/2019	Sorensens True Value	AP	231.66
216575	5/31/2019	Sorensens True Value	AP	80.43
216576	5/31/2019	Stanislaus Business Alliance Inc.	AP	250.00
216577	5/31/2019	Pamela Smith	AP	600.00
216578	5/31/2019	Stantec	AP	600.00
216579	5/31/2019	Terminix Processing Center	AP	98.00
216580	5/31/2019	Tremco Products, Inc.	AP	232.35
216581	5/31/2019	Guillermina Talamates	AP	600.00
216582	5/31/2019	Blossom Valley Realty	AP	28.42
216583	5/31/2019	Shiyao & Meizhen Chen Wang	AP	0.91
216584	5/31/2019	BellaMia Real Estate	AP	50.59
216585	5/31/2019	Verizon Wireless	AP	0.53
216586	5/31/2019	Walmart	AP	251.10
216587	5/31/2019	Westside Water Conditioning	AP	173.50
216588	5/31/2019	City of Merced	AP	175.00
216589	5/31/2019	Pet Partners	AP	24.10
216590	5/31/2019	Pet Partners	AP	304.00
216591	5/31/2019	Merced County Park & Recreation	AP	1,750.00
216592	5/31/2019	Merced Sun Star	AP	631.04
216593	5/31/2019	SWRCB Accounting Office	AP	125.00
216616	6/4/2019	Aflac-Customer Service	AP	494.24
216617	6/4/2019	In Shape Health Clubs Inc	AP	718.47
216618	6/4/2019	Los Banos Police Assn	AP	455.00
216619	6/4/2019	Los Banos Police Assn	AP	175.00
216620	6/4/2019	Los Banos Police Assn	AP	910.00
216621	6/4/2019	MassMutual	AP	1,379.04
216622	6/4/2019	MassMutual	AP	4,067.50
216623	6/4/2019	Merced County Sheriff	AP	150.00
216624	6/4/2019	Nationwide Retirement Solutions	AP	2,852.50
216625	6/4/2019	Professional Fire Fighter	AP	630.00
216626	6/4/2019	State Disbursement Unit	AP	1,912.50
216627	6/4/2019	Vantagepont Transfer Agents - 306797	AP	844.00
216628	6/4/2019	Vantagepoint Transfer Agents - 705827	AP	25.00
216629	6/4/2019	Vantagepoint Transfer Agents - 801838	AP	3,000.00
216630	6/7/2019	A & A Portables Inc	AP	228.91
216631	6/7/2019	Abbott & Kindermann, Inc.	AP	243.95
216632	6/7/2019	Accela, Inc.	AP	1,624.00
216633	6/7/2019	All American Plumbing	AP	369.00
216634	6/7/2019	Ameripride Services	AP	151.56
216635	6/7/2019	Aramark Uniform Ser Inc	AP	353.42
216636	6/7/2019	AT&T	AP	20.63
216637	6/7/2019	BCI Burke Company LLC	AP	4,093.25
216638	6/7/2019	BSK Associates	AP	500.00
216639	6/7/2019	Cen-Cal Air	AP	142.50
216640	6/7/2019	Central Valley Concrete Inc.	AP	805.84
216641	6/7/2019	Comcast	AP	7.43
216642	6/7/2019	LN Curtis & Sons	AP	9,835.35
216643	6/7/2019	Dell Marketing L P	AP	7,567.37
216644	6/7/2019	Delta Wireless, Inc.	AP	364.00
216645	6/7/2019	Employee Relations, Inc.	AP	50.00
216646	6/7/2019	The ABY MFG Group. Inc.	AP	162.16

216647	6/7/2019	Fastenal Company	AP	157.21
216648	6/7/2019	Fast Track Car Wash	AP	224.00
216649	6/7/2019	Federal Express Corporation	AP	38.09
216650	6/7/2019	Fresno City College	AP	219.00
216651	6/7/2019	Fresno Wire Rope & Rigging, Inc	AP	203.77
216652	6/7/2019	Galls Inc	AP	28.98
216653	6/7/2019	Great West Equipment, Inc	AP	1,990.63
216654	6/7/2019	Cody Griffis	AP	451.00
216655	6/7/2019	Halo Branded Solutions Inc.	AP	248.58
216656	6/7/2019	JB Anderson Land Use Planning	AP	4,097.50
216657	6/7/2019	Jerry Witt	AP	2,389.00
216658	6/7/2019	David A Jones	AP	2,060.00
216659	6/7/2019	Jorgensen & Sons Inc.	AP	550.00
216660	6/7/2019	Lucas Business Systems	AP	1,542.68
216661	6/7/2019	Steve Macillas	AP	175.00
216662	6/7/2019	Marfab Inc	AP	68.87
216663	6/7/2019	Matson Alarm Co Inc	AP	181.00
216664	6/7/2019	McNamara Sports Inc	AP	322.79
216665	6/7/2019	Merced Chevrolet Inc.	AP	51.95
216666	6/7/2019	MOO, Inc.	AP	118.85
216667	6/7/2019	Motorola Solutions, Inc.	AP	1,063.03
216668	6/7/2019	Jenella McClendon	AP	350.00
216669	6/7/2019	Maria Bonilla Melendrez	AP	350.00
216670	6/7/2019	Rocio Montoya	AP	500.00
216671	6/7/2019	N & S Dos Palos Tractor	AP	56.72
216672	6/7/2019	Napa Auto Parts of Los Banos	AP	2,612.93
216673	6/7/2019	The Office City	AP	107.65
216674	6/7/2019	OSE	AP	130.32
216675	6/7/2019	Julia M. O'Mara	AP	817.00
216676	6/7/2019	O'Reilly Auto Parts	AP	316.14
216677	6/7/2019	PG&E Company	AP	9.86
216678	6/7/2019	Pacific Landscape Supply, Inc.	AP	4,903.81
216679	6/7/2019	P H & S Products LLC	AP	1,100.00
216680	6/7/2019	Pitney Bowes Inc	AP	472.56
216681	6/7/2019	Purchase Power Inc	AP	4,000.00
216682	6/7/2019	Protech Security & Electronics, Inc.	AP	180.00
216683	6/7/2019	Reynolds Buick/GMC, Inc.	AP	86,488.22
216684	6/7/2019	Rick's Auto Body	AP	1,495.27
216685	6/7/2019	Scott Savage	AP	435.00
216686	6/7/2019	Santos Ford Inc.	AP	1,198.97
216687	6/7/2019	Michael Bartholomew	AP	135.30
216688	6/7/2019	Sherwin Williams Co	AP	159.69
216689	6/7/2019	Sorensens True Value	AP	498.31
216690	6/7/2019	Sprint Solutions, Inc.	AP	227.94
216691	6/7/2019	Third Degree Communications	AP	225.00
216692	6/7/2019	Top Dog Police K9 Training and Consulting, LLC	AP	350.00
216693	6/7/2019	Triangle Rock Products	AP	223.00
216694	6/7/2019	Andrei & Iryna Pashkovich	AP	5.77
216695	6/7/2019	Michael Dopheide	AP	100.00
216696	6/7/2019	Louis Campbell	AP	94.71
216697	6/7/2019	Capital Equity Management Group	AP	86.51
216698	6/7/2019	CEP America	AP	45.21
216699	6/7/2019	Miguel Gracian Salcedo	AP	30.79
216700	6/7/2019	Rigoberto Salas	AP	41.88

216701	6/7/2019	Brian Estrella	AP	33.67
216702	6/7/2019	Christopher Foley	AP	14.42
216703	6/7/2019	Sanford Hee	AP	13.10
216704	6/7/2019	Francelina Alexandre	AP	27.91
216705	6/7/2019	Marco Estrada Ramirez	AP	8.18
216706	6/7/2019	Soly Kantoniemi	AP	62.52
216707	6/7/2019	Max Mondragon	AP	71.17
216708	6/7/2019	Rosie Pulido	AP	25.01
216709	6/7/2019	Aldo Mendoza	AP	53.87
216710	6/7/2019	Juan Rodriguez	AP	48.10
216711	6/7/2019	Joe Trindade	AP	83.26
216712	6/7/2019	Teresa Acuna	AP	64.84
216713	6/7/2019	Maria Villarreal	AP	600.00
216714	6/7/2019	Scott Crist	AP	150.00
216715	6/7/2019	Windecker Inc	AP	22,709.21
216716	6/7/2019	Young's Air Conditioning	AP	165.00
216717	6/7/2019	Todd Baker	AP	352.00
216718	6/7/2019	Rachelle Ciuffo	AP	19.91
216719	6/7/2019	Abel J. Gomes	AP	640.00
216720	6/7/2019	Ronny's Inc.	AP	39,315.15
216721	6/7/2019	Ronny's Inc.	AP	49,548.58
216722	6/7/2019	Ronny's Inc.	AP	18,607.75
216723	6/7/2019	Rajkaramvir Singh	AP	747.44
216724	6/7/2019	Robert Wiens	AP	2,024.99
216725	6/7/2019	Xerox Financial Services	AP	2,464.46

Break in check sequence due to the following:
Check #216525 (Payroll)
Check #216594 - 216615 (Payroll)

Total Void Check Count:	0
Total Void Check Amount:	
Total Valid Check Count:	178
Total Valid Check Amount:	569,994.14
Total Check Count:	178
Total Check Amount:	569,994.14

**CITY OF LOS BANOS
CITY COUNCIL SPECIAL MEETING MINUTES
MAY 9, 2019**

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

CALL TO ORDER: Mayor Pro Tem Johnson-Santos called the City Council Meeting to order at the hour of 3:30 p.m.

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

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

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

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

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. TONY WHITEHURST, Los Banos, requested to address any issues related to Pioneer Road when and if the discussion arises.

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

2019 MEASURE V IMPLEMENTATION PLAN. Public Works Director/City Engineer Fachin presented the report.

Mayor Villalta gave a brief history, noting the plan has always been to reroute traffic and relieve congestion, we have a chance with the \$8 million dollars to work toward a better project, this has always been the number one project for Merced County Association of Governments (MCAG), we have a chance to improve an existing road which is Pioneer Road, referred to a memo from 2014 that stated new engineering had to be completed because the plan was so old, how no monies were ever allocated toward the purchase of right-of-way toward the bypass project, with the current project the right-of-way

money wasn't included in the plan, we're at the same point as where we were when the bypass was shelved, this is a \$45 million dollar project, there is a limited time span for the plan once the plan is complete, CalTrans will not even look at a project until a right-of-way is purchased, the Air Quality Control Board conducted a study that revealed the air quality of Los Banos is the same as Merced who has more vehicle traffic, that is very telling, if we double in population our air quality will be intolerable, we have schools next to that highway and people have failed us to divert the traffic to another area, Gustine and Dos Palos are getting over \$110,000 over the amount they are contributing.

Public Works Director/City Engineer Fachin stated that on the MCAG agenda for the May 14, 2019 meeting the right-of-way was included so they did hear us.

TONY WHITEHURST, Los Banos, thanked the Council for the opportunity to discuss this, we need to be diligent in achieving the commitment of all parties before assuming we are moving in a particular way, this is a priority and MCAG has agreed this is the number one priority within the County, by law it is the responsibility of CalTrans to fix the traffic issue, the bottom line is that we have another chance to do a project that will help to reroute traffic onto another road, if the dollars that are committed are simply studied dollars we will head down the same road as we did with the bypass, the studies become outdated and the property costs go up, if the next funding phase is ten years down the road we will have to spend all of the initial money again, we know there will be development along the southern boundary of Pioneer Road which would add to the funding source, once the route and acquisitions are underway we will be in tremendous shape with a stable project, believes a ten year funding cycle will be the determination of the investments that you make today; DAVID DEES, Los Banos, stated he was appointed by the Council to serve as a citizen of the Measure V Citizens committee, today he is representing himself as a citizen of Los Banos, any pollution we have due to vehicles is only going to increase, we all know this, the Citizen's Oversight Committee does not have any authority to deny a project and they only make sure the money is spent right, all of the power resides with MCAG, definitely believes it is our job to do things to make things better for our citizens; JOHN CATES, Los Banos, stated he is also a Citizen's Oversight Committee Member, speaking as a citizen of Los Banos, it is difficult and disappointing to see where the dollars are going, hopes that we have some conversations with MCAG to rectify the situation, as a citizen he hopes that the Council can expedite the timeframe and be as aggressive as possible with this project, without the right-of-way acquisition this is a dead deal, the shortening of the funding timeline is the largest issue, without shovel-ready projects we will be on the sidelines, asked that the Council do what they need to do to represent the Westside and get Pioneer Road expanded to four lanes; TOM HIGBY, Los Banos, once this proposal is out it hurts other cities to move money around, our City is growing, the air quality is bad, this project has been going on for years, we could have done this a long time ago for a lot less, moving forward will save us money in the future.

Council Member Lewis stated that before she became a Council Member it was clear to her that the State has been more in the position of making MCAG a subgovernment of the State, especially in regards to State highways and pollution, it is the State's responsibility to do something, but this is why MCAG is in place, with a different makeup on the MCAG board maybe they will see the seriousness of this situation, the smaller

communities on the Westside are getting over one hundred percent of what they put into the pot, it is unfair, we have to make it known to MCAG of the need for funding for the right-of-way process, it is evident that the bypass project was never intended to happen and the money was just thrown at the design phase, this happens often in government, we need to be sure to acquire the money for the acquisition of the land.

Public Works Director/City Engineer Fachin stated the ten year scenario freezes the money and then it's up to us to get the projects done, asked that everyone refer to this project as the Pioneer Widening Project and not a bypass project.

Council Member Lewis stated her biggest concern is making sure that we get the money for the acquisition, to acquire the right-of way is important.

Mayor Villalta stated the State highway money that MCAG gets is allocated every so many years, CalTrans has said in the past that we could not spend our own money because we weren't shovel-ready, if we don't have access to the State highway money the other projects will get it, there have been no projects on the Westside.

Council Member Faria stated it is a wonderful idea to widen Pioneer Road, it keeps it convenient for Los Banos citizens, how he supports the acquisition of the right-of-way.

Mayor Pro-tem Johnson-Santos stated that she also supports acquisition of the right-of-way.

Motion by Faria, seconded by Lewis to direct staff to draft a strong letter that outlines the wishes of the Council in respect to the funding needed to purchase right-of-way for the widening of Pioneer Road and to present that letter at the May 14, 2019 Measure V meeting.

Motion by Faria, seconded by Lewis, to amend the motion to include the bicycle pedestrian path. Role Call Vote: AYES.

ADJOURNMENT. The meeting was adjourned at 4:24 p.m.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Jana R. Sousa, Assistant City Clerk

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
MAY 15, 2019**

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

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 7:02 p.m.

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

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

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

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

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. LOS BANOS POLICE SERGEANT MELDEN spoke regarding Police Officers Memorial Day, the shadow boxes that were created in honor of fallen Los Banos Police Officers Frank Orrin Real and Robert Terry Mackie and read a statement first presented on many years ago by former/retired Police Sergeant Carey Reed (who has since past); Mayor Villalta presented a proclamation recognizing Police Week; FIRE CHIEF HURLEY recognized and spoke regarding the annual Los Banos Fire Fighter of the Year Awards, stating that Zachary Sawyer as the Paid Career Fire Fighter and Brandon Hope as Volunteer Fire Fighter (who was in attendance) and thanked them for their service; JEFF DELACRUZ, Los Banos, Teacher at Pacheco High School, stated that he and his students are honored to be here to see how local government works and hopes that they be educated voters. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Council Member Lewis stated that she would like to remove item 6F - City Council Resolution No. 6077 – Approving the Ground Leases between the City of Los Banos and the County of Merced for the Merced County Library and Milliken Museum and Authorize the City Manager to Execute Said Leases for discussion before approval.

Motion by Lewis, seconded by Johnson-Santos to approve the consent agenda, with the removal of item 6F - City Council Resolution No. 6077 – Approving the Ground Leases between the City of Los Banos and the County of Merced for the Merced County Library and Milliken Museum and Authorize the City Manager to Execute Said Leases for discussion before approval, as follows: Check Register for #215765 – #216021 in the Amount of \$1,242,900.17; Third Quarter Investment Report for the 2018/2019 Fiscal Year; Minutes for the April 17, 2019 City Council Meeting; City Council Resolution No. 6075 – Approving the Road Maintenance and Rehabilitation Account (RMRA) Proposed Project List for Fiscal Year 2019/2020; City Council Resolution No. 6076 – Approving and Adopting Final Tract Map No. 2017-01 Stonecreek at Los Banos The Villages VII Phase 1 Unit 2 and Accompanying Subdivision Improvement Agreement (Anderson Homes); ~~City Council Resolution No. 6077 – Approving the Ground Leases between the City of Los Banos and the County of Merced for the Merced County Library and Milliken Museum and Authorize the City Manager to Execute Said Leases;~~ City Council Resolution No. 6078 – Approving the Partial Land Acquisition of APN 428-021-043 by the California Department of Transportation from the City of Los Banos and Authorize the City Manager to Execute the Required Documents for this Acquisition; City Council Resolution No. 6079 – Approving the Increase of Expenditures in the Amount of \$26,558 and Amending the 2018/2019 Fiscal Year Budget by Increasing the Appropriation Amount for Expenditures in the Amount of \$26,558 Related to the Police Department Abandoned Vehicle Abatement (AVA) Program. The motion carried by the affirmative action of all Council Members present.

CITY COUNCIL RESOLUTION NO. 6077 – APPROVING THE GROUND LEASES BETWEEN THE CITY OF LOS BANOS AND THE COUNTY OF MERCED FOR THE MERCED COUNTY LIBRARY AND MILLIKEN MUSEUM AND AUTHORIZE THE CITY MANAGER TO EXECUTE SAID LEASES. Council Member Lewis inquired as to the areas that the County will be responsible for, who is responsible for the parking lot if it needs to be repaired, for which Public Works Director/City Engineer Fachin stated the City. Motion by Lewis, seconded by Johnson-Santos to adopt City Council Resolution No. 6077 – Approving the Ground Leases between the City of Los Banos and the County of Merced for the Merced County Library and Milliken Museum and Authorize the City Manager to Execute Said Leases. The motion carried by the affirmative action of all Council Members present.

CENTRAL CALIFORNIA IRRIGATION DISTRICT (CCID) PRESENTATION. Chris White, CCID General Manager spoke to regarding what CCID is all about and the services they provide, which included a PowerPoint presentation. Informational item only, no action taken.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF A NEW ARTICLE TO TITLE 9 OF CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE REGARDING SIDEWALK VENDING IN RESPONSE TO SENATE BILL 946 (“SAFE SIDEWALK VENDING ACT”); ORDINANCE NO. 1171 – AMENDING TITLE 9 CHAPTER 3 OF THE LOS BANOS MUNICIPAL CODE ADDING A NEW ARTICLE 45 TO CREATE A SIDEWALK VENDING PROGRAM, AMENDING RELATED PROVISIONS OF THE LOS BANOS MUNICIPAL CODE, AND MAKING A DETERMINATION OF EXEMPTION UNDER CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) (SECOND READING & ADOPTION). Community & Economic Development Director Elms presented the staff report, which included a PowerPoint presentation.

There was Council Member and staff discussion regarding restricting stationary vendors in residential districts, when they get their licenses they need to post them on their unit where they can be seen by the public, why Ortigalita Road was not included on the list of prohibited streets listed on page 4 of the staff report, and not allowing daily permits.

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

Motion by Lewis, seconded by Johnson-Santos to waive the second reading of Ordinance No. 1171 – Amending Title 9 Chapter 3 of the Los Banos Municipal Code Adding a New Article 45 to Create a Sidewalk Vending Program, Amending Related Provisions of the Los Banos Municipal Code, and Making a Determination of Exemption Under California Environmental Quality Act (CEQA). The motion carried by the affirmative action of all Council Members present.

Motion by Lewis, seconded by Johnson-Santos, to adopt Ordinance No. 1171 – Amending Title 9 Chapter 3 of the Los Banos Municipal Code Adding a New Article 45 to Create a Sidewalk Vending Program, Amending Related Provisions of the Los Banos Municipal Code, and Making a Determination of Exemption Under California Environmental Quality Act (CEQA). The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6080 – APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING FOR THE DEDICATION OF A FUTURE FIRE STATION SITE WITHIN DOVE HOLLOW VILLAGES AT STONECREEK VII. City Attorney Vaughn presented the staff report.

Motion by Lewis, seconded by Jones to adopt City Council Resolution No. 6080 – Approving and Authorizing the City Manager to Execute a Memorandum of Understanding for the Dedication of a Future Fire Station Site within Dove Hollow Villages at Stonecreek VII. The motion carried by the affirmative action of all Council Members present.

ADVISEMENT OF PUBLIC NOTICES (None).

CITY MANAGER REPORT. City Manager Terrazas thanked Mr. Delacruz for bringing his class to the City Council Meeting tonight, reminded everyone that this Saturday is the Annual Spring Cleanup and they will also be accepting household hazardous waste.

CITY COUNCIL MEMBER REPORTS.

BRETT JONES: No report

DEBORAH LEWIS: Stated that this past Friday she attended the United States Air Force Band of the Golden West's performance at Pacheco High School and how wonderful it was, she also attended the Measure V meeting yesterday and felt that it was a good outcome for Los Banos, attended the National Day of Prayer which was well attended by our community and thanked the pastors for putting that together, the National San Joaquin event honoring those who have served in our Armed Forces and lost their lives serving being held on May 26, and on Monday she attended an event at Pacheco High School recognizing Los Banos Junior High School Choir awards event.

TOM FARIA: Stated how nice it was to see all the students here tonight, your teacher was a very good singer back in the day, how he has a couple choir concerts going on for the various schools, Memorial Day is May 27, 2019 and there is usually a Los Banos Cemetery ceremony, made note of the Prop 218 letter in the mail regarding raising utility rates and encouraged all to read the information, how the Measure V meeting was very good and will be very pleased with outcome.

DARONICA JOHNSON-SANTOS: Thanked the City and MCAG for allowing me to go on the OneVoice Trip to Washington, DC as it was very enjoyable and interesting.

MAYOR MICHAEL VILLALTA: Stated that he has some exciting news regarding all the traffic on Highway 152, how when Measure V was passed there were two pots of money, local and regional, how the regional pot is voted on by 5 members (Gustine, Dos Palos, Los Banos, Board of Supervisor representing Gustine, Board of Supervisor representing Los Banos), Measure V funds re-paved Henry Miller Road, funds are set-aside to create a pathway to Merced College Los Banos campus and we received even more funds to complete, we now have a means to an end for diverting traffic off of Highway 152 by making Pioneer Road a four-lane road, getting shovel ready, right-of-way acquisition, how we were programmed for almost \$10 million which will be given to the City in increments and once we are shovel ready we can ask CalTrans for the extra funding to finish the road, he thanked the City Council and all who supported and promoted this project, how he also attended the United States Air Force Band event and he will see you all Friday night at Senior Night Dinner.

CLOSED SESSION – 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. No reportable action.

CLOSED SESSION – 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. No reportable action.

ADJOURNMENT. The meeting was adjourned at 9:38 p.m.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

CITY OF LOS BANOS
ADJOURNED CITY COUNCIL MEETING MINUTES
MAY 30, 2019

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

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 5:00 p.m.

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

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

STAFF MEMBERS PRESENT: City Clerk/Human Resources Director Mallonee, City Manager Terrazas, Police Chief Brizzee, Finance Director Williams, City Treasurer/Accounting & Budget Supervisor Tomas, Fire Chief Hurley, Public Works Director/City Engineer Fachin, Community & Economic Development Director Elms, Accountant I Souto, Accountant I Orozco

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

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. Mayor Villalta opened the public forum. No one came forward to speak and the public forum was closed.

2019-2020 FISCAL YEAR BUDGET WORKSHOP. Finance Director Williams conducted the workshop, which included a PowerPoint presentation.

Informational item only, comments and direction given to staff, no action taken.

ADJOURNMENT. The meeting was adjourned at the hour of 7:05 p.m.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: June 19, 2019

TYPE OF REPORT: Consent Item

SUBJECT: Department of Transportation Right-of-Way Certifications and various Statements and Assurances associated with administering Federal and State Funded Transportation Projects

Recommendation:

The Public Works Department is requesting that the City Council authorize the Public Works Director to sign documents for and on behalf of the City of Los Banos such as Right-of-Way certifications, various assurances, and other statements in connection with California Department of Transportation (Caltrans) federally funded projects.

Background:

The Public Works Department currently has an executed master Agreement as well as a Program Supplemental Agreement for an ongoing Congested Mitigation Air Quality (CMAQ) project.

The City authorized the Public Works Director to execute all Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and/or amendments thereto with Caltrans by resolution on June 20, 2019.

Discussion:

Resolution No. 5971 (June 20, 2018) authorizes the Public Works Director to sign, specifically, Master Agreements, Program Supplemental Agreements, Fund Exchange Agreements, Fund Transfer Agreements and/or amendments and Future Agreements relating to State and Federal Transportation Projects.

Due to an update in Caltrans' standards and procedures, Caltrans requires a certified authorizing resolution that clearly identifies the official authorized to execute, specifically, Right-of-Way Certifications, Assurances and other Statements in connection with federal and state funded projects on the City of Los Banos' behalf.

It is anticipated that this resolution will cover the administration of current and future grants that the City will apply for relating to Caltrans. Many of the documents related to the federal/state grants are sent to the Public Works Department with time sensitive periods in which to execute the documents. By authorizing the Public Works Director to sign and execute the documents, this will ensure timely submittals to Caltrans.

The Public Works Director will only sign and execute documents whose grants have been accepted and approved by the City Council.

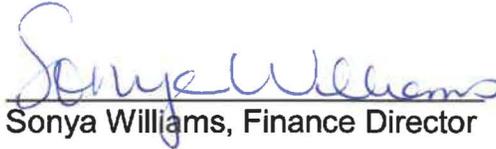
Fiscal Impact:

There is no fiscal impact relating to authorizing the Public Works Director to sign these documents; however, by not executing these documents, state and federal funds will not be available to the City of Los Banos including the current authorized CMAQ project design amount of \$57,029.00.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING THE
PUBLIC WORKS DIRECTOR TO SIGN ALL
DOCUMENTS, RIGHT-OF-WAY
CERTIFICATIONS, ASSURANCES, AND OTHER
STATEMENTS FOR FUNDING THROUGH THE
CALIFORNIA DEPARTMENT OF
TRANSPORTATION.**

WHEREAS, THE City of Los Banos has submitted applications for funding through the California Department of Transportation (Caltrans); and,

WHEREAS, Caltrans requires a certified authorizing resolution that clearly identifies the Administering Agency Representative authorized to execute certain documents including those pertaining to right-of-way certifications, assurances, and other statements for funding in a timely manner to receive funding; and

WHEREAS, the City of Los Banos wishes to delegate authorization to the Public Works Director to execute certain documents including those pertaining to right-of-way certifications, assurances, and other statements for funding as required by Caltrans for federally funded projects.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby authorize the Public Works Director to execute all required documents including those pertaining to right-of-way certifications, assurances, and other statements for funding as required by Caltrans.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th 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



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 19, 2019

TYPE OF REPORT: Consent Agenda

SUBJECT: Accepting the Cresthills Park Arbor Project as complete and authorizing the Filing of a Notice of Completion with the Merced County Recorder

Recommendation:

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

Background:

The Cresthills Park located at the corner of Pioneer Road and Blackhills Avenue is a frequent location for family picnics and BBQ's. The park amenities feature a playground, baseball field with backstop, basketball court, volleyball court, and basketball court which doubles as a Pickleball court. Recent residential development has improved the park use with a parking lot. When the park was originally developed, BBQ pits and picnic tables were not included. The need to develop a shaded picnic area grew as the frequency of park goers using portable BBQ pits, tables and shade persisted. In 2012, tentative plans for a permanent picnic area with shade structure were initiated. A cost estimate was established and the construction of the Cresthills Park Picnic Arbor was budgeted.

The Public Works Department initiated a construction schedule for the Cresthills Park Arbor Project. Plans and specifications were designed by O'Dell Engineering, Inc. The scope of work included demolition of existing lawn and abandoned concrete drinking fountain pad, installation of new picnic shade structure over a concrete patio area, picnic tables, BBQ pits, serving tables with ice chest stands, trash and recycling receptacles, and solar powered lights.

Discussion:

The project was publicly advertised on Friday, July 20, 2018. Bids were opened for this project on Tuesday, August 14, 2018. The City Council awarded the construction contract on September 5, 2018 to Hobbs Construction Inc. of Friant, California for the amount of \$244,856.00 with a 1% contingency of \$2,500.00. The Engineering Division performed the construction management for the project. There was one Change Order with this project for a time extension due to inclement weather conditions. The project was constructed as designed with no cost (\$0) change orders. The total construction cost for this project was the contracted bid amount of \$244,856.00.

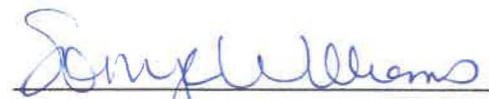
Fiscal Impact:

Funds for this project were allocated in the 2018-2019 Fiscal Year budget within Landscape and Lighting District #2 Fund 272-458-200-720.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

- Resolution
- Notice of Completion
- Site Map
- Completed Arbor Picture

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ACCEPTING THE
CRESTHILLS PARK ARBOR PROJECT AS
COMPLETE AND AUTHORIZING THE FILING OF
A NOTICE OF COMPLETION WITH THE MERCED
COUNTY RECORDER**

WHEREAS, on August 14, 2018 the City of Los Banos received competitive bids for the construction of the Cresthills Park Arbor Project; and

WHEREAS, on September 5, 2018 the City Council awarded the Construction Contract to Hobbs Construction, Inc. for the construction of the Cresthills Park Arbor Project; and

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

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

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th 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

RECORDING REQUESTED BY:

WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

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

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

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

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

- 4. That on the 23rd day of May, 2019, a work of improvement on the real property hereinafter described was completed.

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

Hobbs Construction, Inc.

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

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

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

"Construction of Cresthills Park Arbor"

The major work consisted of demolition of existing lawn and abandoned concrete drinking fountain pad, installation of new picnic shade structure over a concrete patio area, installation of picnic tables, BBQ pits, serving tables with ice chest stands, trash and recycling receptacles, and solar powered lights at Cresthills Park, located at the corner of Pioneer Road and Blackhills Avenue.

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

Date: _____

CITY OF LOS BANOS
Owner

Place: Los Banos, California

By: _____

ACKNOWLEDGMENT

Cresthills Park Arbor Site Map







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 19, 2019

SUBJECT: On-Call Engineering Services

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council adopts the Resolution entering into Agreements for On-Call Civil Engineering Services with Gouveia Engineering, QK, Stantec, Precision Engineering, and Provost & Pritchard to support Public Works, and authorize the City Manager to execute the Professional Services Agreements. The administration of the Professional Services Agreements is to be performed by the Public Works Director/City Engineer.

Discussion:

The City of Los Banos Public Works Department is charged with oversight of all engineering services in the Public Right of Way and on Public Land. In order for staff to efficiently and effectively manage the engineering tasks including construction management, inspections, land surveying, and final map reviews/approval in the Public Works Department, proposals were solicited for services of qualified civil engineering firms. A Request for Qualifications was issued on March 23, 2019. Proposals were received at the office of City Clerk until May 9, 2019 at 4:00 PM. The City received seven (7) proposals. The firms that responded to the City of Los Banos Request for Qualification were:

Precision Civil Engineering	Gouveia Engineering, Inc.	QK
Benchmark Engineering Inc.	O'Dell Engineering	Stantec
Provost & Pritchard		

Each proposal was reviewed by a City staff selection committee using the prescribed selection process. Staff is recommending that the services of Gouveia Engineering, QK, Stantec, Precision Engineering, and Provost & Pritchard be retained to support staff with the engineering needs of the City. Each of the five firms has the ability to provide the

necessary services requested. Each has demonstrated a history of delivering quality work.

Staff is recommending entering into a Professional Services Agreements with each of the five firms for a period of five (5) years effective July 1, 2019. During the five year service term, engineering work will be requested based on the needs of the City for a specific service from each firm. Also, Land Surveying services related to City projects and final maps will be provided by these firms. Part of the design engineering services can include the contract management and inspection by the selected design firm for the project. A Task Order will be generated for specific engineering work which will identify the scope of work, a not to exceed dollar amount, and a date when the services are due. The administration of each specific Task Order will be authorized and administered by the Public Works Director/City Engineer. Each Task Order will be completed concurrent with the terms of the Professional Services Agreement.

Fiscal Impact:

Each of the proposed engineering firms has submitted a schedule of fees for their services. The Task Orders will be generated for specific projects which will be included in the funds approved in the annual adopted City budget.

Reviewed by:



Alex Terrazas, City Manager


Sonya Williams, Finance Director

Attachments:

Resolution

Copy of RFQ, including proposed Professional Services Agreement

Copy of proposed Task Order Form

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING THE CITY MANAGER TO EXECUTE PROFESSIONAL SERVICES AGREEMENTS AND THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO EXECUTE INDIVIDUAL PROFESSIONAL SERVICES AGREEMENTS WITH GOUVEIA ENGINEERING, QK, PRECISION ENGINEERING, STANTEC, AND PROVOST & PRITCHARD CONSULTING GROUP FOR ON-CALL ENGINEERING SERVICES

WHEREAS, the City of Los Banos Public Works Department is charged with managing engineering services, performing construction management, inspection services, land surveying, and final maps review/approval for all Public Works projects; and

WHEREAS, the Engineering Division of Public Works is not structured to meet the design needs of all Public Works projects; and

WHEREAS, the Public Works Department solicited proposals from qualified engineering firms to provide On-Call Engineering Services.

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 Agreements and authorize the Public Works Director/City Engineer to execute individual professional services agreements with Gouveia Engineering, QK, Precision Engineering, Stantec, and Provost & Pritchard Consulting Group for On-Call Engineering Services.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th 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:



City of
Los Banos
At the Crossroads of California

**REQUEST FOR QUALIFICATIONS
for
ON-CALL ENGINEERING SERVICES**

Date Released: March 22, 2019

**Questions with regard to submission, process, or proposal
can be emailed to:**

Greg Pimentel
Assistant Public Works Director
greg.pimentel@losbanos.org

**Proposals must be received prior to 4:00 p.m. May 9, 2019
at the office of City Clerk
City of Los Banos
520 J Street
Los Banos, CA 93635**

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REQUEST FOR QUALIFICATIONS

On-Call Engineering Services

The City of Los Banos (City) is seeking qualified consulting firms to provide civil engineering services on an on-call basis. The response to this solicitation will be in the form of a Statement of Qualifications (SOQ).

The City intends to award up to four (4) civil engineering firms; however, the exact number will be determined depending on the quality, diversity and responsiveness of the SOQ's received. Total amount payable to the Consultant shall not exceed \$500,000 per year. The performance period becomes effective upon execution of the Agreement by both parties and shall continue in full force and effect until June 30, 2024.

All qualified firms interested in providing these services are invited to submit their SOQs. The SOQs will be evaluated and ranked according to the criteria provided in Appendix B, "Proposal Evaluation," of this Request for Qualifications (RFQ).

It shall be the Consultant's responsibility to check the City of Los Banos' website (www.losbanos.org) to obtain any addenda that may be issued.

The Consultant's attention is directed to Appendix A, "Submittal Requirements."

Submit five (5) hard copies and one (1) electronic copy in PDF format on a USB flash drive of the Consultant's SOQs. The hard copies and USB flash drive shall be mailed or submitted to the City of Los Banos, 520 J Street, Los Banos, CA 93635, prior to **4:00 p.m., Pacific Daylight Savings Time (PDT), on May 9, 2019**. SOQs shall be submitted in a sealed package clearly marked "**ON-CALL ENGINEERING SERVICES**" and addressed as follows:

City of Los Banos
Attention: City Clerk
520 J Street
Los Banos, CA 93635

Submittals received after the time and date specified above will be considered nonresponsive and will be returned to the Consultant.

Any proposals received prior to the time and date specified above may be withdrawn or modified by written request of the Consultant. To be considered, however, the modified submittal must be received prior to **4:00 p.m., PDT, on May 9, 2019**.

Unsigned submittals or submittals signed by an individual not authorized to bind the prospective Consultant will be considered nonresponsive and rejected.

Upon review of submitted proposals, the Selection Committee will determine whether interviews are necessary to determine a Consultant selection. The City reserves the right to hold interviews or make a Consultant selection based solely on the SOQs received.

This RFQ does not commit the City of Los Banos to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure, or contract for services. The City of Los Banos reserves the right to accept or reject any or all SOQs received as a result of this request, to negotiate with any qualified Consultant, or to modify or cancel in part or in its entirety the RFQ if it is in the best interests of the City of Los Banos to do so.

The prospective Consultant is advised that should this RFQ result in recommendation for award of a contract, the contract will not be in force until it is approved and fully executed by the City of Los Banos.

All products used or developed in the execution of any contract resulting from this RFQ will remain in the public domain at the completion of the contract.

The anticipated consultant selection schedule is as follows:

SOQ review and evaluation: May 9, 2019 through May 17, 2019

Oral interviews (if necessary): May 20, 2019 through May 24, 2019

Cost Negotiation: May 27, 2019 through May 31, 2019

Contract Award: June 19, 2019

Any questions related to this RFQ shall be submitted in writing to the attention of Greg Pimentel via email at greg.pimentel@losbanos.org. Questions shall be submitted before 5:00 p.m. on April 24, 2019. Answers to questions and addendum, if necessary, shall be posted on the City website before 5:00 PM PDT on April 26, 2019.

No oral questions or inquiries about the RFQ shall be accepted.

PROJECT DESCRIPTION AND BACKGROUND

The City of Los Banos (City) will select qualified consulting firms to provide on-call engineering services. The consultant shall have the ability to provide in-house services, or the capacity to sublet, traffic engineering, QSP/QSD services, land surveying, geotechnical engineering, landscape design, and structural design. The consultant must be knowledgeable and experienced in the preparation of construction plans and specifications and have a history of producing plans that are successfully implemented.

Consultants who plan to sublet any of the required services of a project contained in this RFQ shall include the name of the company(ies) and description of project services that may be potentially sublet.

This solicitation is not for specific projects, but for specific services. The services are to be rendered for the duration of the contract term. The City intends to award contracts to approximately four (4) civil engineering firms; however, the exact number will be determined depending on the quality, diversity and responsiveness of the SOQ's received. The City does not guarantee a specific number or dollar amount of projects will be contracted.

SCOPE OF SERVICES

PURPOSE OF WORK

The consultant shall only perform work that is assigned in an authorized Task Order. This Contract does not guarantee that a Task Order shall be issued. The consultant may provide services to the City including, but not limited to, the following:

- Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- Provide field surveys as requested.
- Review Tentative Subdivision Maps, Parcel Maps, Subdivision Maps and Lot Line Adjustments for compliance with Subdivision Map Act and the Los Banos Municipal Code.
- Review Subdivision Improvement Plans for compliance with the City of Los Banos Improvement Standards.
- Review developers' site and utility plans.
- Update and correct City base maps for zoning, planning, sewer and storm drainage and water systems.
- Provide maps and mapping services as requested.
- Preparation and review of legal descriptions for easements, Rights-of-Way, Lot Line Adjustments, etc.
- Update and maintain City Improvement Standards and Specifications.
- Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation of same.
- Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.
- Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the California Environmental Quality Act.

- Provide other engineering and design services as requested.

TASK ORDERS

All work performed under this contract will require approval by the City Contract Administrator and issued through a Task Order. A task order shall be requested from the Consultant to identify and refine the scope of services prior to the City issuing the task order. The task order shall identify and refine the scope of services for any specific project. The task order shall detail the tasks required for particular projects, schedule, and projected costs. The costs will be based on the specified rates of compensation in the contract. The Contract Administrator shall confer with the consultant to establish the maximum fee, including expenses, for the specific project and the completion date.

Pursuant to an authorized Task Order, the consultant shall provide engineering services and all necessary personnel, material, transportation, lodging, instrumentation, and the specialized facilities and equipment necessary to satisfy all appropriate agencies and required to ensure compliance with all applicable Federal, State, and Local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines, applicable to the consultant's services and work product. The consultant is responsible for supplying and providing all necessary equipment and protective clothing in accordance with City standards.

The potential construction/design projects may vary in scope and size, and may encompass any type of capital improvements including, but not limited to, roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, construction of new facilities including storm drain pump or sewer lift stations. The project location, project limits, purpose, expected results, project deliverables, period of performance, project schedule, and scope of work to be performed shall be described in each Task Order.

The consultant shall only perform work that is assigned in an authorized Task Order and an award of a contract does not guarantee any Task Orders will be issued. Work shall not begin until the Task Order has been approved by the Contract Administrator.

The consultant shall maintain a set of project files that shall be provided to the City upon request.

The consultant shall have the ability to respond in a timely and cost-efficient manner to City requests.

GENERAL PERSONNEL REQUIREMENTS

The consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the consultant's Cost Proposal and task complexity. The consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The consultant is required to submit a written request and obtain the City's Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the consultant's originally proposed personnel and project organization, as depicted on the proposed consultant's organization chart or the consultant's cost proposals. The substitute personnel shall have the same job classification as set forth herein or in the consultant's Cost Proposal not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City.

The consultant Contract Administrator shall be a Registered Professional Engineer licensed in the State of California in good standing with the California State Board for Professional Engineer, Land Surveyors, and Geologists at all times during the Contract period, to perform the tasks described in this Contract and in the Task Orders and shall have a documented minimum ten (10) years of demonstrated experience acceptable to City in management and delivery of capital improvement projects for local agencies.

In addition to other specified responsibilities, the consultant Project Administrator shall be responsible for all matters related to the consultant's personnel, subconsultants, and consultant's and sub-consultants' operations including, but not limited to, the following:

- a. Ensuring that deliverables are clearly defined and those criteria are specific, measurable, attainable, realistic and time-bound.
- b. Supervising, reviewing, monitoring, training, and directing the consultant's and sub-consultants' personnel.
- c. Assigning qualified personnel to complete the required Task Order work in coordination with the City Contract Administrator.
- d. Administering personnel actions for consultant personnel and ensuring appropriate actions taken for Subconsultant personnel
- e. Maintaining and submitting organized project files for record tracking and auditing.
- f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
- h. Assuring that all applicable safety measures are in place.
- i. Providing invoices in a timely manner and providing monthly Contract expenditures.
- j. Reviewing invoices for accuracy and completion before billing to City.
- k. Managing Subconsultants.
- l. Managing overall budget for Contract and provide report to the City Contract Administrator.
- m. Ensuring compliance with the revisions in the Contract and all specific Task Order requirements.
- n. Knowledge, experience, and familiarity with prevailing wage issues and requirements in the State of California.

DELIVERABLES

As agreed upon by the City and Consultant in a Task Order for each project.

SCHEDULE

As agreed upon by the City and Consultant in a Task Order for each project.

METHOD OF PAYMENT

Consultant shall be paid based on the Specific Rates of Compensation for this Contract and for the amount as agreed upon by the City and consultant in a Task Order for each project. Consultant shall submit request for monthly progress payments.

MATERIALS TO BE PROVIDED BY THE CONSULTANT

Unless otherwise specified, the consultant shall provide all materials to complete the required work in accordance with the delivery schedule and cost estimate outlined in each Task Order.

APPENDIX A – SUBMITTAL REQUIREMENTS

These guidelines are provided for standardizing the preparation and submission of the SOQ's by all consultants. The intent of these guidelines is to assist consultants in preparation of their qualifications, to simplify the review process, and to help assure consistency in format and content.

SOQ's shall contain the following information in the order listed:

1. Introductory Letter

The introductory (or transmittal) letter shall be addressed to:

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

The letter shall be on consultant letterhead and include the consultant's contact name, mailing address, telephone number, facsimile number, and email address. The letter will address the consultant's understanding of the services being requested and any other pertinent information the Consultant believes should be included. All addendums received must be acknowledged in the transmittal letter.

The letter shall be signed by the individual authorized to bind the consultant to the proposal.

2. Consultant Information, Qualifications & Experience

The City will only consider submittals from consultants that demonstrate they have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects which include the following information:

1. Contracting agency
2. Contracting agency Project Administrator/Contact Person including name, address and phone
3. Contracting agency contact information
4. Contract amount
5. Date of contract
6. Date of completion
7. Consultant Project Administrator and contact information

3. Organization and Approach

1. Describe the roles and organization of your proposed team for this project. Indicate the composition of subcontractors and number of project staff, facilities available and experience of your team as it relates to this contract. Provide an organizational chart.
2. Describe your project and management approach.
3. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Administrator, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.
4. Demonstrate that the consultant's project Administrator and project staff have sufficient availability and/or that consultant has sufficient resources to timely deliver City's projects.

4. Past Experience on Municipal Projects

Include a description of past municipal projects (minimum of five) in which your firm has been involved, for comparable cities including the following:

- Project Description
- Year of Completion
- Construction Cost (or consultant cost, if not an infrastructure project)
- City Contact

5. Conflict of Interest Statement

Throughout the term of the awarded contract, any person, firm or subsidiary thereof who may provide, has provided or is currently providing design engineering services and/or construction engineering services under a contractual relationship with a construction contractor(s) on any City project related to this solicitation.

Similar to the disclosures regarding contractors, all firms are also required to disclose throughout the term of the awarded contract, any design engineering services including claim services, lead project management services and construction engineering services provided to all other clients on any City project listed in this solicitation.

In addition to the disclosures, the consultant shall also provide possible mitigation efforts, if any, to eliminate or avoid any actual or perceived conflicts of interest.

The consultant shall ensure that there is no conflict before providing services to any construction contractor on any of the City's projects related to this solicitation. The submitted documentation will be used for determining potential conflicts of interest. The City will use this documentation to determine whether the firm may provide the specified services under this contract.

If a consultant discovers a conflict during the execution of an assigned task order, the consultant must immediately notify the City Contract Administrator regarding the conflicts of interest. The City Contract Administrator may terminate the Task Order involving the conflict of interest and City may obtain the conflicted services in any way allowed by law. Failure by the consultant to notify the City Contract Administrator may be grounds for termination of the contract.

6. Litigation

Indicate if the proposing consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

7. Contract Agreement

Indicate if the proposing consultant has any issues or needed changes to the proposed contract agreement included as Appendix C.

The consultant shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

8. Cost Proposal

In order to assure that the City is able to acquire professional services based on the criteria set forth in the Brooks Act and Government Code 4526, the SOQ shall include the consultant's Specific Rates of Compensation for this contract. **The Specific Rates of Compensation shall be submitted in a separate sealed envelope from the SOQ.** The consultant's Specific Rates of Compensation are confidential and shall remain sealed. Upon completion of the consultant selection process, only the cost proposal from the selected consultant shall be opened. All other (unopened) cost proposals shall be returned in accordance with Appendix B.

APPENDIX B – PROPOSAL EVALUATION

EVALUATION PROCESS

All submittals will be evaluated by City Selection Committee. The Committee may be composed of City staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and discretion of the Committee. All contacts during the evaluation phase shall be through the Contract Administrator/Project Administrator only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each submittal meeting the qualification requirements set forth in this RFQ. Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City requirements as set forth in this RFQ.

The selection process may include oral interviews. The consultants will be notified of the time and place of oral interviews and if any additional information that may be required to be submitted. Interviews may be held with the top ranked candidates. In the event that the City receives no more than three SOQs, the City may opt to not conduct an oral interview.

Upon completion of the evaluation and selection process, only the cost proposals from the top three qualified consultants will be opened to begin cost negotiations. All unopened cost proposals will be returned at the conclusion of the procurement process. Upon acceptance of a cost proposal and successful contract negotiations, staff will recommend a contract be awarded.

EVALUATION CRITERIA

Proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any proposal is five hundred (500) points.

Rating Scale		
0	Not Acceptable	Non-responsive, fails to meet RFQ specifications. The approach has no probability of success. For mandatory requirement this score will result in disqualification of submittal.
1	Poor	Below average, falls short of expectations, is substandard to that which is the average or expected norm, has a low probability of success in achieving project objectives per RFQ.
2	Fair	Has a reasonable probability of success, however, some objectives may not be met.
3	Average	Acceptable, achieves all objectives in a reasonable fashion per RFQ specification. This will be the baseline score for each item with adjustments based on interpretation of submittal by Evaluation Committee members.
4	Above Average/Good	Very good probability of success, better than that which is average or expected as the norm. Achieves all objectives per RFQ requirements and expectations.
5	Excellent/Exceptional	Exceeds expectations, very innovative, clearly superior to that which is average or expected as the norm. Excellent probability of success and in achieving all objectives and meeting RFQ specification.

The Evaluation Criteria Summary and their respective weights are as follows:

No.	Written Evaluation Criteria	Weight
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	30
3	Organization & Approach	15
4	Past Experience on Municipal Projects	20
5	Staff Availability	15
6	Conflict of Interest Statement	Pass/Fail
7	Proposal Format	5
8	References	15
Subtotal:		100

No.	Interview Evaluation Criteria (if interviews are necessary)	Weight
9	Presentation by Team	10
10	Q&A Response to Panel Questions	15
Subtotal:		25
Total:		125

1. Completeness of Response (Pass/Fail)

- a. Responses to this RFQ must be complete. Responses that do not include the proposal content requirements identified within this RFQ and subsequent addenda and do not address each of the items listed below will be considered incomplete, be rated a Fail in the Evaluation Criteria and will receive no further consideration. Responses that are rated a Fail and are not considered may be picked up at the delivery location within 14 calendar days of contract award and/or the completion of the competitive process.

2. Qualifications & Experience (30 points)

- a. Relevant experience, specific qualifications, and technical expertise of the firm and sub-consultants to conduct civil engineering services on capital improvement projects.

3. Organization & Approach (15 points)

- a. Describes familiarity of project and demonstrates understanding of work completed to date and project objectives moving forward
- b. Roles and Organization of Proposed Team
 - i. Proposes adequate and appropriate disciplines of project team.
 - ii. Some or all of team members have previously worked together on similar project(s).
 - iii. Overall organization of the team is relevant to City needs.
- c. Project and Management Approach
 - i. Team is managed by an individual with appropriate experience in similar projects. This person’s time is appropriately committed to the project.
 - ii. Team successfully addresses Site Planning and Programming efforts.

- iii. Project team and management approach responds to project issues. Team structure provides adequate capability to perform both volume and quality of needed work within project schedule milestones.
 - d. Roles of Key Individuals on the Team
 - i. Proposed team members, as demonstrated by enclosed resumes, have relevant experience for their role in the project.
 - ii. Key positions required to execute the project team's responsibilities are appropriately staffed.
 - e. Working Relationship with City
 - i. Team and its leaders have experience working in the public sector and knowledge of public sector procurement process.
 - ii. Team leadership understands the nature of public sector work and its decision-making process.
 - iii. Proposal responds to need to assist City during the project.
- 4. Past Experience on Municipal Projects (20 points)**
 - a. Consultant demonstrates experience with performance of services within the comparable cities for projects similar in nature to those related to this solicitation.
 - b. Consultant demonstrates successful completion of said projects.
 - c. Consultant is familiar with City standards and procedures.
- 5. Staff Availability (15 points)**
 - a. Consultant demonstrates project team staff is available and able to promptly respond to requests throughout the contract duration in order to timely deliver projects.
- 6. Conflict of Interest Statement (Pass/Fail)**
 - a. Discloses any financial, business or other relationship with the City that may have an impact upon the outcome of the contract or the construction project.
 - b. Lists current clients who may have a financial interest in the outcome of this contract or the construction project that will follow.
 - c. Discloses any financial interest or relationship with any construction company that might submit a bid on the construction project.
- 7. Proposal Format (5 points)**
 - a. Attractive, professional appearance. (Cover, internal layout, font type and size, and illustrations/photos)
 - b. Clear, concise, error-free.
- 8. References (15 points)**
 - a. Provide as reference the name of at least three (3) agencies you currently or have previously consulted for in the past three (3) years.
- 9. Presentation by Team (if necessary) (10 points)**
 - a. Team presentation conveying project understanding, communication skills, innovative ideas, critical issues and solutions.
- 10. Q&A Response to Panel Questions (if necessary) (15 points)**
 - a. Proposer provides responses to various interview panel questions.

Weighted scores for each Proposal will be assigned utilizing the table below:

No.	Evaluation Criteria	Rating (0-5)	Weight	Score (Rating * Weight)
1	Completeness of Response	N/A	Pass/Fail	Pass/Fail
2	Qualifications & Experience		30	
3	Organization & Approach		15	
4	Past Experience on Municipal Projects		20	
5	Staff Availability		15	
6	Conflict of Interest Statement		Pass/Fail	
7	Proposal Format		5	
8	References		15	
9	Presentation by Team		10	
10	Q&A Response to Panel Questions		15	
Total:			125	

APPENDIX C –SAMPLE CONTRACT AGREEMENT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS BANOS AND [CONSULTANT NAME] FOR ON-CALL ENGINEERING 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 engineering services for specific tasks/projects on short notice as needed to support the City's Public Works Department/City Engineer.

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

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

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

1. **Term.** The term of this Agreement shall commence upon the above written date and shall remain in effect until June 30, 2024, unless terminated earlier as set forth herein. The Consultant's Cost Proposal is attached hereto (Exhibit A) and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.

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

- a. Provide consulting and professional services including project planning, design, engineering, land surveying, and drafting services.
- b. Provide professional services during the bid process including preparation of cost estimates and specifications, project construction, and project completion.
- c. Provide field surveys as requested.
- d. Review Tentative Subdivision Maps, Parcel Maps, Subdivision Maps and Lot Line Adjustments for compliance with Subdivision Map Act and the Los Banos Municipal Code.
- e. Review Subdivision Improvement Plans for compliance with the City of Los Banos Improvement Standards.
- f. Review developers' site and utility plans.

- g. Update and correct City base maps for zoning, planning, sewer and storm drainage and water systems.
- h. Provide map and maps and mapping services as requested.
- i. Preparation and review of legal descriptions for easements, Rights-of-Way, Lot Line Adjustments, etc.
- j. Update and maintain City Improvement Standards and Specifications.
- k. Review the City's requested project and/or task to be accomplished, and provide preliminary consultation, research and evaluation of same.
- l. Assist the City's Engineering Division with presentations and/or recommendations to City staff administration, or City Council.
- m. Third party review consultation related to documents prepared by the City's Engineering Division or other consultants retained by the City.
- n. Review and provide comments on environmental documents for proposed projects submitted to the City in accordance with the California Environmental Quality Act.
- o. Provide other engineering and design services as requested.

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

4. **Time of Performance.** Upon receipt of written Notice to Proceed from the City, Consultant shall perform with due diligence the services requested by the city and agreed on by the Consultant. Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by Consultant to perform the services in a diligent and timely manner may result in termination of this Agreement by City. Notwithstanding the foregoing, Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

4.1 Consultant is advised that any recommendation for contract award is not binding on City until the contract is fully executed and approved by the City.

4.2 The period of performance for each specific project shall be in accordance with the Task Order for that project. If work on a Task Order is in progress on the

expiration date of this contract, the terms of the contract shall be extended by contract amendment.

5. Allowable Costs and Payments. Consultant will be reimbursed for hours worked at the hourly rates specified in Consultants Cost Proposal (Exhibit A). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract. Consultant's compensation for all work performed in accordance with this Agreement, including all reimbursable items and subconsultant fees, shall not exceed \$500,000 per year during the term of this Agreement.

5.1 In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

5.2 Specific projects will be assigned to Consultant through issuance of Task Orders.

5.3 After a project to be performed under this contract is identified by the City, the City will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a City Project Coordinator. The draft Task Order will be delivered to Consultant for review. Consultant shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both the City and Consultant.

5.4 Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in Consultant's Cost Proposal.

5.5 Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.

5.6 When milestone cost estimates are included in the approved Cost Proposal, Consultant shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.

5.7 Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.

5.8 Consultant shall not commence performance of work or services until this contract has been approved by the City, and notification to proceed has been issued by the City's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.

5.9 A Task Order is of no force or effect until returned to the City and signed by an authorized representative of the City. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by the City.

5.10 Consultant will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the City's Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing, or upon completion of the Task Order. Invoices shall detail the work

performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference the project title and Task Order number. Invoices shall be mailed to the City's Contract Administrator at the following address:

City of Los Banos, Mark Fachin P.E., Public Works Director
411 Madison Avenue, Los Banos, CA 93635

5.11 The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.

5.12 The total amount payable by the City for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.

5.13 If the Consultant fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

5.14 Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.

5.15 The total amount payable by the City for all Task Orders resulting from this contract shall not exceed \$ 2,500,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.

6. Subcontracting. Nothing contained in this contract or otherwise, shall create any contractual relation between the City and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to the City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from the City's obligation to make payments to the Consultant.

6.1 Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by the City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

6.2 Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to Consultant by the City.

6.3 All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

6.4 Any substitution of subconsultant(s) must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant(s).

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

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or City for which Consultant is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Consultant.

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

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

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

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

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

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

D. Coverage Requirements.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance 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, 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.

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 5 hereinabove.

14. Conflict of Interest. Consultant shall disclose any financial, business, or other relationship with the City that may have an impact upon the outcome of this contract, or any ensuing City construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.

14.1 Consultant hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

14.2 Consultant hereby certifies that neither Consultant, nor any firm affiliated with Consultant will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

14.3 Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

14.4 Consultant hereby certifies that neither Consultant, its employees, nor any firm affiliated with Consultant providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

14.5 Consultant further certifies that neither Consultant, nor any firm affiliated with Consultant, will bid on any construction subcontracts included within the construction contract. Additionally, Consultant certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

14.6 Except for subconsultants whose services are limited to materials testing, no subconsultant who is providing service on this contract shall have provided services on the design of any project included within this contract.

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's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Consultant has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

16.1 During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

16.2 The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

16.3 The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

16.4 Consultant shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and

safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

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

17. **Debarment and Suspension Certification.** Consultant's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or Administrator, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicated, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the City.

Exceptions will not necessarily result in denial of recommendations for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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:
NAME
TITLE
ADDRESS
ADDRESS

23. **Termination.** The 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.

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 Administrator

**ATTEST:
CITY CLERK**

APPROVED AS TO FORM:

Lucille L. Mallonee
City Clerk

William A. Vaughn
City Attorney

TASK ORDER

NO. 2019-__

CONSULTANT: _____

PROJECT: _____

THIS TASK ORDER dated _____, 2019, is an addendum to the Professional Services Agreement (“AGREEMENT”) for On-Call Engineering Services dated _____, 2019, between the City of Los Banos (“CITY”) and _____ (“CONSULTANT”).

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

WHEREAS, this Task Order establishes the Scope of Work and compensation amounts for specific engineering and surveying services and authorizes CONSULTANT to proceed with the project.

NOW, THEREFORE, the parties mutually agree as follows:

[INSERT SCOPE OF WORK]

CITY agrees to compensate CONSULTANT for the required services in accordance with the terms of payment stipulated in the AGREEMENT and this Task Order. ***The cost for completion of the items of service shall not exceed _____ Dollars and no/100ths Dollars (\$ _____).***

CITY agrees to compensate CONSULTANT for the required services in accordance with the terms of payment stipulated in the AGREEMENT and this Task Order.

All services associated with this Task Order shall conform to the requirements of the AGREEMENT and this Task Order.

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

CITY OF LOS BANOS

[INSERT NAME OF FIRM]

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

By: _____
Signature.
Title

Date: _____

Date: _____



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: Sonya Williams, Finance Director
William A. Vaughn, City Attorney

DATE: June 19, 2019

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE PURCHASE AND SALE AGREEMENT AND THE SALE OF THE CHILD DEVELOPMENT CENTER PROPERTY LOCATED AT 1624 SAN LUIS STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

TYPE OF REPORT: Consent Agenda

RECOMMENDATION:

Approve the attached Resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING THE PURCHASE AND SALE AGREEMENT AND THE SALE OF THE CHILD DEVELOPMENT CENTER PROPERTY LOCATED AT 1624 SAN LUIS STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

BACKGROUND

In 2005 the City developed a portion of Talbot Park with the construction of a 12,785 s.f. building for the purpose of providing a location for a child development center located at 1624 San Luis Street. The Merced County Community Action Agency (MCCAA) has occupied the premises and provided much needed programs to the eligible children and families of Los Banos. The current lease expires on January 31, 2020 and MCCAA

desires to purchase the property from the City in order to continue their program in that location.

DISCUSSION:

On June 5, 2019 City Council directed Staff to proceed with the sale of the Child Development Center Property located at 1624 San Luis Street to the current Lessee Merced County Community Action Agency (MCCAA).

The essential terms of sale are as follows:

1. **Effective Date.** The Agreement shall be effective as of July 1, 2019.
2. **Purchase Price.** The total amount of the purchase price is \$2,230,000.00 appraised value per RPA appraisal dated April 19, 2019.
3. **Escrow.** Escrow shall be opened at Fidelity National Title Company within 5 business days of the effective date. Escrow shall close within 60 calendar days of the effective date of the Agreement, unless extended by mutual agreement of the City and MCCAA, which shall be confirmed in writing.
4. **As-Is Purchase.** The Property shall be purchased in an as-is condition.
5. **Inspection / Due Diligence.** MCCAA shall have 30 days from the effective date to complete any and all inspection MCCAA deems appropriate, in its sole discretion, at MCCAA's cost. MCCAA shall have the right to terminate the Agreement for any reason at any time within the 30-day inspection / due diligence period and recover the full amount of its deposit.
6. **Title Policy.** MCCAA's obligation to purchase the Property shall be conditioned on the issuance of an acceptable Title Insurance Policy for the Property.
7. **Costs of Escrow.** The City shall pay all transfer taxes and delinquent taxes if applicable. The City and MCCAA shall each pay one-half (1/2) the standard escrow and closing costs. Any other fees or charges required to close escrow not specifically allocated to the City or MCCAA pursuant to the PSA shall be paid in accordance with custom in Merced County.
8. **Parcel Split.** MCCAA shall pay the costs related to the separation of the parcel from Talbot Park thorough the grant deed. MCCAA shall pay the cost of preparation of the legal description.
9. **Annexation into Talbot Park LLD.** MCCAA shall annex the property into the Talbot Park LLD.

10. Attorneys' Fees. Each party is solely responsible for their own attorney fees related to this transaction.

FISCAL IMPACT

The City of Los Banos will net approximately \$2,230,000.00 from the transaction less cost/expenses of preparing the property for sale.

RECOMMENDATION

Approve the Resolution as submitted.

REVIEWED BY



Alex Terrazas, City Manager

ATTACHMENTS

1. Proposed Purchase and Sale Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS
APPROVING THE PURCHASE AND SALE AGREEMENT AND THE SALE OF
THE CHILD DEVELOPMENT CENTER PROPERTY LOCATED AT 1624 SAN
LUIS STREET AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID
AGREEMENT**

WHEREAS, in 2005, the City of Los Banos constructed the Child Development Center Building located at 1624 San Luis Street, in Los Banos; on a portion of the Talbot Park property;

WHEREAS, the overall strategy of the project was specifically to provide the Merced County Community Action Agency a suitable location and facility to operate a child development center for the benefit of young children and families of Los Banos;

WHEREAS, pursuant to an agreement with the City of Los Banos the Merced County Community Action Agency has continuously occupied and operated the Child Development Center to the benefit of income eligible children and families of Los Banos;

WHEREAS, the Merced County Community Action Agency Los Banos Child Development Program offers a much needed full and part-day, year-round preschool programs for qualifying children from 3-5 years of age who are not yet eligible for kindergarten;

WHEREAS, the Merced County Community Action Agency Los Banos Child Development Program offers a play based program with developmentally appropriate educational activities for young children. The program includes activities in music and movement, art, language development, computer activities, physical development, science, math, and social skills. The program offers well balanced and nutritious meals and snacks;

WHEREAS, the Merced County Community Action Agency Los Banos Child Development Program strives to give every child enriching experiences, opportunities for socialization, and preparation for kindergarten and the years ahead;

WHEREAS, the Merced County Community Action Agency Los Banos Child Development Program provides a valuable and much needed program to the children and families of Los Banos and has been an asset to the community;

WHEREAS, the Merced County Community Action Agency desires to purchase the property from the City of Los Banos and the City of Los Banos desires to sell the property to the Merced County Community Action Agency at the appraised value of \$2,230,000.00;

WHEREAS, the proposed sale to the Merced County Community Action Agency would be in the best interest of the City of Los Banos; and

WHEREAS, the proposed sale of the Property is exempt from the provision of the California Environmental Quality Act ("CEQA") in accordance with section 15061(b); (General Rule) of the CEQA Guidelines; as it pertains to this project, the proposed purchase and sale agreement and the subsequent use, will not have a significant effect on the environment; and section 15061(b) provides an exception for projects where it can be seen that certainly that there is no possibility that the proposed project may have a significant effect on the environment.

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

1. The matters set forth in the Recitals to this Resolution are true and correct statements.
2. The City Council approves the sale of the Child Development Center Building located at 1624 San Luis Street, in Los Banos in accordance with the Purchase and Sale Agreement and Joint Escrow Instructions presented herewith and authorizes the City Manager to execute said Agreement and any other documents reasonably necessary to complete the sale of the property in accordance with the Purchase and Sale Agreement and Joint Escrow Instructions.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the ____ day of _____ 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

PURCHASE AND SALE AGREEMENT AND
JOINT ESCROW INSTRUCTIONS
BETWEEN
CITY OF LOS BANOS
SELLER
AND
MERCED COUNTY COMMUNITY ACTION AGENCY
BUYER
FOR THE PURCHASE AND SALE OF
PROPERTY AND BUILDING LOCATED
AT 1624 SAN LUIS STREET, LOS BANOS, CALIFORNIA
(A PORTION OF APN 428-070-001)

SUMMARY STATEMENT

This Summary Statement is attached to that certain Purchase and Sale Agreement and Joint Escrow Instructions by and between the Buyer and Sellers referenced below and is for reference purposes only. If there is any conflict between this Summary Statement and the Purchase and Sale Agreement and Joint Escrow Instructions, the terms of the Purchase and Sale Agreement and Joint Escrow Instructions shall control.

Effective Date: The effective date shall be deemed to be July 1, 2019.

Property Address: 1624 San Luis Street, Los Banos, California.

Buyer: Merced County Community Action Agency (referred to in the Agreement as “**Buyer**”).

Buyer’s Address: Merced County Community Action Agency
Attention: Brenda Callahan-Johnson
P.O. Box 2085
Merced, CA 95344-0085
Telephone: 209-723-4565
Electronic Mail: brenda@mercedcaa.org

Seller: City of Los Banos (referred to in the Agreement as “**Seller**”).

Seller’s Address: City of Los Banos
Attention: Sonya Williams, Finance Director
520 J Street
Los Banos, CA 93635
Telephone: (209) 827-7000
Electronic Mail: sonya.williams@losbanos.org

Purchase Price: \$2,230,000.00

Real Property: (a portion of APN 428-070-001 and approximately 1.33 acres more or less in size) consisting of a 12,785 s.f. building and related improvements located at 1624 San Luis Street, Los Banos, California as depicted in **Exhibit A**.

Contingency Date: Thirty (30) days after the Effective Date.

Closing Date (or Closing) Sixty (60) days from the Effective Date.

Escrow/Title Company: Fidelity National Title Company, Merced Branch
Judy Caplan
155 W. El Portal Drive, Suite B,
Merced California 95340
Telephone: (209) 383-7303

**PURCHASE AND SALE AGREEMENT
AND
JOINT ESCROW INSTRUCTIONS**

This **PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS** ("**Agreement**") is made and entered into effective as of July 1, 2019 (the "**Effective Date**") by and between the City of Los Banos, a California municipal corporation (referred to in the Agreement as "**Seller**"), and the Merced County Community Action Agency, a California non-profit corporation (referred to in the Agreement as "**Buyer**"). This Agreement shall serve as joint escrow instructions to Fidelity National Title Company ("**Escrow Holder**" or "**Title Company**", as applicable) who shall act as both the escrow holder and the title company for purposes of this Agreement.

RECITALS

A. Seller is the fee owner of that real property generally located at 1624 San Luis Street, Los Banos, California, (a portion of APN 428-070-001 and approximately 1.33 acres more or less in size) consisting of a 12,785 s.f. building and related improvements as depicted in the map labeled as **Exhibit "A"** attached hereto and made a part hereof (collectively the "**Real Property**").

B. As of the Effective Date, the Real Property is zoned Park.

C. Buyer's potential use of the Real Property includes the continuation of the operation of a child development center. ("**Buyer's Use**"). Buyer is currently under lease with Seller for a portion of the premises. The referenced lease terminates on January 31, 2020.

D. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the Real Property described herein for the price and subject to the terms set forth below. On May 30, 2019 Buyer accepted City's counter-offer dated May 22, 2019. The purpose of this Agreement is to formally memorialize the terms and conditions of the sale between the parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

AGREEMENT

1. **Purchase and Sale.** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Real Property described in **Exhibit A** attached hereto, on the terms and conditions set forth in this Agreement.

2. **Purchase Price.** Buyer shall purchase the Real Property for the aggregate purchase price of TWO MILLION TWO HUNDRED THIRTY THOUSAND DOLLARS AND 00/100 CENTS (\$2,230,000.00) (the "**Purchase Price**").

3. Deposit and Payment of Purchase Price. Upon opening of escrow as set forth in paragraph 4, Buyer shall make an earnest money deposit (the "**Deposit**") of TWENTY TWO THOUSAND THREE HUNDRED DOLLARS AND 00/100 CENTS (\$22,300.00) with the Escrow Holder, which will be credited against the Purchase Price at the Closing. The Deposit shall be refundable in the event that: (i) the purchase and sale of the Real Property fails to close due to a default by Seller, or (ii) as otherwise additionally specifically set forth in this Agreement.

Prior to Closing, Buyer shall deposit with Escrow Holder immediately available funds in the amount of the balance of the Purchase Price, together with funds necessary to cover Buyer's closing costs.

4. Escrow. The parties agree that an escrow shall be opened with Fidelity National Title Company, Merced Branch, Judy Caplan, 155 W. El Portal Drive, Suite B, Merced, California 95340 ("**Escrow Holder**"). Within five (5) business days of the execution of this Agreement in its final form, including all exhibits, by all parties hereto, Seller and Buyer shall submit to escrow, a fully executed copy of this Agreement. This Agreement shall, to the extent possible, serve as the escrow instructions. The parties agree to execute all further escrow instructions required by the Escrow Holder, which further instructions shall be consistent with this Agreement.

"Close of Escrow" is defined to be the date of recordation of the grant deed. The parties hereto agree that in the event all conditions as specified herein are fulfilled or waived, Close of Escrow shall occur on or before sixty (60) days from the Effective Date, unless extended by the mutual agreement of the parties hereto. If the Closing has not, for any reason, occurred by the Closing Date, then either Buyer or Seller may terminate this Agreement by delivering written notice to the other at any time after the outside Closing Date; provided, however, that if either party is in default under this Agreement at the time of such termination, then such termination shall not affect the rights and remedies of the non-defaulting party against the defaulting party.

5. Escrow and Other Fees. Seller and Buyer shall each pay 50% of the Escrow Holder's fees, including escrow charges and fees, filing fees and recording fees. Seller and Buyer shall each pay 50% of the cost and the cost of preliminary title reports, and the premium for any CLTA Owners Policy of Title Insurance. Buyer shall pay the cost of all endorsements to the Title Policy and any extended coverage. Seller shall pay the cost of documentary transfer taxes. Buyer shall pay the cost of preparing a legal description.

Notwithstanding the foregoing, and whether or not the transaction contemplated by this Agreement is closed, Seller and Buyer shall each bear their own attorney's, accountant's and consultant's fees, travel expenses, reproduction and document retrieval costs, and all other costs incurred with respect to this Agreement or with respect to any due diligence activities associated with this Agreement.

6. Title Review.

Within seven (7) days after the Opening of Escrow, Seller shall cause the Title Company to deliver to Buyer a preliminary title report (the "Report") describing the title to the Real

Property, together with copies of the plotted easements and the exceptions (the "Exceptions") set forth in the Report.

Buyer shall have ten (10) days to review the Preliminary Title Report ("**Title Review Period**"). Prior to the expiration of the Title Review Period, Buyer shall provide written notice to Sellers of any objection to any Exceptions ("**Buyer's Objections**") or a written notice setting forth its approval of the Exceptions ("**Buyer's Approval**"). If Buyer provides Buyer's Approval or fails to provide Buyer's Objections during the Title Review Period, the parties shall close the purchase and sale within the time period described in Section 4 herein. If Buyer provides Buyer's Objections, Sellers shall have the right, but not the obligation, within ten (10) days after the receipt thereof, to have Buyer's Objections removed from title or to provide Buyer with written notice that Sellers will pay the costs to endorse over Buyer's Objections to Buyer's satisfaction (in either case, "**Sellers' Response**"). If Sellers timely provide Sellers' Response, the parties shall close the purchase and sale within the time period described in Section 4 herein. If Sellers fail to timely provide or effectuate Sellers' Response, or elects not to remove or endorse over Buyer's Objections, Buyer shall have the right (but not the obligation) as its sole and exclusive remedy against Sellers at law or in equity to terminate the Agreement, receive a refund of its Deposit (including any accrued interest thereon). In the alternative, Buyer shall have three (3) days after the expiration of such ten (10) day period to give Seller written notice that Buyer elects to proceed with the purchase of the Real Property subject to the disapproved Title Document(s), it being understood that Buyer shall have no further recourse against Seller for such disapproved Title Exception(s).

Buyer shall have the same rights to approve or disapprove any exceptions to title that are not created by Buyer and that come into existence after issuance of the Report but prior to Closing. Seller shall, on or before the Closing, remove all deeds of trust, mortgages and delinquent taxes (but not the lien for any real property taxes or assessments not yet delinquent).

7. Possession. Possession of the Property shall be delivered to Buyer on the Close of Escrow.

8. Prorations. All non-delinquent general and special real property taxes for the fiscal year at the Close of Escrow, if any, and all special and bonded assessments and levies, if any, included in and payable with the taxes attributable to the Property, are to be prorated as of the date of the Close of Escrow. Buyer is not to be responsible for, and Seller is to assume all responsibility for, unpaid delinquent taxes or assessments, if any. Such real estate taxes and assessments shall be apportioned and paid as provided in California Revenue and Taxation Code Section 5086. If Seller has prepaid any taxes or assessments that are cancelled pursuant to Section 5086, Seller may seek any refunds to which it is entitled from applicable taxing agencies. All taxes, assessments and bonds, if any, up to the date of apportionment by the County of Merced, as appropriate, shall be paid by Seller. Personal property taxes, if any, shall be paid in full by Seller.

9. Real Estate Brokers. Buyer and Seller represent and warrant to each other that no commission or fee whatsoever is payable out of escrow to any person or entity in connection with the transactions contemplated by this Agreement. If any broker or finder makes any claim

for a commission or finder's fee other than as specified above, the party through which the broker or finder makes such claim shall indemnify, defend and hold the other party harmless from all liabilities, expenses, losses, damages or claims (including the indemnified party's reasonable attorneys' fees) arising out of such broker's or finder's claims.

10. As-Is Sale. Buyer acknowledges, by its initials as set forth below, that the provisions of this paragraph 10 have been required by Seller as a material inducement to enter into the contemplated transactions, and the intent and effect of such provisions have been explained to Buyer by Buyer's counsel and have been understood and agreed to by Buyer. As a material inducement to Seller to enter into this Agreement and to convey the Property to Buyer, Buyer hereby acknowledges and agrees that:

AS-IS. Except with respect to representations set forth in the Agreement, Buyer has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any of its respective agents and acknowledges that no such representations have been made. Except for the representations, warranties and covenants of Seller expressly set forth in the Agreement, Buyer is relying solely upon, and as of the Closing will have conducted, its own, independent inspection, investigation and analysis of the Real Property as it deems necessary or appropriate in so acquiring the Real Property from Seller, including, without limitation, an analysis of any and all matters concerning the condition of the Property and their suitability for Buyer's intended purposes, the ability to use the Real Property for the intended use described herein, the ability to develop the Real Property and commence using same for the intended use within the timeframes desired by Buyer and a review of all applicable laws, ordinances, rules and governmental regulations (including, but not limited to, those relative to building, zoning and land use) affecting the development, use, occupancy or enjoyment of the Real Property. Buyer acknowledges and agrees that, except as otherwise expressly provided in the Agreement, upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property "AS-IS" and "WITH ALL FAULTS".

Buyer's Initials

Seller's Initials

11. Representations and Warranties of Seller. For purposes of the Agreement, the phrase "to the best of Seller's actual knowledge" or similar phrases shall refer to the actual present knowledge of the Seller, without any independent duty of inquiry or investigation, provided that so qualifying Seller: Seller hereby represents and warrants to Buyer that:

a. Enforceability. This Agreement constitutes a valid and binding agreement of Seller, enforceable in accordance with its terms.

b. Compliance with Laws. To the best of Seller's actual knowledge, Seller's ownership, use and operation of the Property has been and is in compliance with all applicable state, federal and local statutes, ordinances, orders, requirements, laws or regulations (including, without limitation, building, zoning, and environmental laws) affecting the Property.

c. Encumbrances. To the best of the Seller's actual knowledge, the Property is not subject to any liabilities, liens, or encumbrances other than those disclosed on the Preliminary Report and to the best of Seller's actual knowledge, there is no pending or threatened litigation or administrative proceedings affecting the Property or this Agreement.

d. Disclosures. To the best of Seller's actual knowledge, Seller does not know of any material fact which would be reasonably construed to prevent the Property from being used for child development center purposes.

e. Hazardous Materials. To the best of Seller's actual knowledge, (i) there has been no production, storage or disposal at the Property of any Hazardous Materials (as defined below) by Seller or, to the best of Seller's actual knowledge, by any previous owner or tenant of the Property, (ii) to the best of Seller's actual knowledge, Hazardous Materials have not been dumped, buried, leaked, or otherwise released upon, in, or under the Property or allowed to pass on, under or through the Property at any time during or prior to Seller's ownership of the Property; (iii) to the best of Seller's actual knowledge, Seller has complied with all laws, regulations, and ordinances relating to the use of all Hazardous Materials used on the Property; and (iv) to the best of Seller's actual knowledge, there is no proceeding or inquiry by any federal, state or local governmental agency with respect thereto.

"Hazardous Material", means any hazardous or toxic substance, material or waste that is (i) regulated by any local governmental authority, the State of California or the United States Government, (ii) defined as an "acutely hazardous waste", "extremely hazardous waste", "hazardous waste", or "waste" under Sections 25110.02, 25115, 25117 or 25124 or listed pursuant to Sections 25141 and 25141.5 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control); (iii) defined as a "hazardous material", "hazardous substance", or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) asbestos; (vii) listed under Chapter 10 of Division 4.5 of Title 22 or defined as hazardous or extremely hazardous pursuant to Division 21.5 of Title 26 of the California Code of Regulations; (viii) designated as a "hazardous waste" pursuant to Section 6903 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; (ix) defined as a "hazardous substance" pursuant to Section 9601 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq.; (x) any flammable substances or explosive; or (xi) any radioactive material.

f. Subsequent Changes to Seller's Representations and Warranties. If, prior to the Closing, Buyer or Seller should learn, discover or become aware of any existing or new item, fact or circumstance which renders a representation or warranty of Seller set forth herein incorrect or untrue in any respect (collectively, the "Seller Representation Matter"), then the party who has learned, discovered or become aware of such Representation Matter shall promptly give written notice thereof to the other party and Seller's representations and warranties shall be automatically limited to account for the Representation Matter. Buyer shall have the right to approve or disapprove any such change and to terminate this Agreement by

written notice to Seller if Buyer reasonably disapproves any such change. If Buyer does not elect to terminate this Agreement, Seller's representation shall be qualified by such Seller Representation Matter and Seller shall have no obligation to Buyer for such Seller Representation Matter.

12. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that Buyer is a California non-profit corporation. Buyer has the full power and authority to execute and enter into this Agreement and, subject to the conditions set forth herein, has the power and authority to consummate the transactions contemplated hereunder. This Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms.

13. Survival of Representations and Warranties; Hold Harmless. All of the representations and warranties of Buyer and Seller made in conjunction with and pursuant to this Agreement shall survive the Close of Escrow and the delivery of the Grant Deed as though made again on such date. Seller agrees to indemnify, defend, and hold Buyer harmless from any claim, demand, liability, loss or cost (including reasonable attorneys' fees) that Buyer may sustain arising out of any breach of or inaccuracy in Seller's representations and warranties. Buyer agrees to indemnify, defend, and hold Seller harmless from any claim, demand, liability, loss, or cost (including reasonable attorneys' fees) that Seller may sustain arising out of any breach of or inaccuracy in Buyer's representations and warranties.

14. Inspection and Access to Site, Feasibility Studies, Due Diligence. Buyer and Buyer's employees and agents shall have the right to enter into and upon the Property for the purpose of inspecting the Property, subject to Seller's approval as to date and time of entry. In addition, Buyer shall conduct such feasibility studies and obtain such approvals from outside agencies as are deemed necessary by Buyer as prerequisites for the acquisition of the site for use for agricultural purposes. Such feasibility studies shall include but not be limited to a Phase 1 analysis of the Property, and analysis of the geological hazards associated with the Property. Buyer shall indemnify, defend and hold harmless Seller from any claims, costs, liabilities, liens or damages that may arise from the entry onto the Property by Buyer, or its officers, agents, employees or contractors.

In the event that Buyer disapproves in writing to Seller of the condition of the Property within thirty (30) days of the Effective Date, this Agreement shall automatically terminate, in which case, except as otherwise provided in this Agreement, the parties shall have no further obligations hereunder and all monies delivered by Buyer shall be immediately returned to Buyer.

To the extent not prohibited from doing so by the party preparing such tests, studies or inspections, expressly excluding, however, Buyer's appraisals and proprietary materials, Buyer shall deliver to Seller copies of all tests, studies and inspections it caused to be prepared pursuant to this section, in the event that this Agreement is terminated. Buyer agrees that it will not prior to the Close of Escrow, disclose the contents of any environmental tests performed on the Property to any third party, excepting Seller, and that Buyer's legal counsel, unless otherwise required pursuant to applicable laws, statutes and ordinances or in any action by or involving Buyer and its environmental inspection company preparing such report.

15. Natural Hazard Disclosure. Buyer and Seller acknowledge that Seller may be required to disclose if the Property lies within the following natural hazard areas or zones: (i) a special flood hazard area designated by the Federal Emergency Management Agency (California Civil Code Section 1103(c)(1)); (ii) an area of potential flooding (California Government Code Section 8589.4); (iii) a very high fire hazard severity zone (California Government Code Section 51178 et seq.); (iv) a wild land area that may contain substantial forest fire risks and hazards (Public Resources Code Section 4135); (v) earthquake fault zone (Public Resources Code Section 2622); or (vi) a seismic hazard zone (Public Resources Code Section 2696) (sometimes all of the preceding are herein collectively called the "**Natural Hazard Matters**"). Within seven (7) days of the Effective Date, Seller shall engage a qualified expert (who, in such capacity, is herein called the "**Natural Hazard Expert**") to examine the maps and other information specifically made available to the public by government agencies for the purposes of enabling Seller to fulfill its disclosure obligations, if and to the extent such obligations exist, with respect to the natural hazards referred to in California Civil Code Section 1103 and to report the result of its examination to Buyer and Seller in writing. The written report prepared by the Natural Hazard Expert regarding the results of its full examination will fully and completely discharge Seller from its disclosure obligations referred to herein, if and to the extent any such obligations exist, and, for the purpose of this Agreement, the provisions of Civil Code Section 1103.4 regarding non-liability of Seller for errors or omissions not within its personal knowledge shall be deemed to apply and the Natural Hazard Expert shall be deemed to be an expert, dealing with matters within the scope of its expertise with respect to the examination and written report regarding the natural hazards referred to above. Buyer agrees to provide Seller with a written acknowledgment of its receipt of the report.

16. Seller's Conditions to Close. Seller's obligation to sell the Property and Buyer's obligation to purchase the Property pursuant to this Agreement are conditioned on:

a. Delivery into Escrow. Seller's obligation to perform Seller's obligations under this Agreement is subject to Seller and Buyer having delivered into escrow all items required by paragraph 20 of this Agreement and having complied with all other material covenants and conditions of this Agreement to be performed or complied with.

17. Buyer's Conditions to Close. Buyer's obligation to purchase the Property and Seller's obligation to sell the Property pursuant to this Agreement are conditioned on:

a. Title. The conveyance to Buyer of good and marketable title to the Property, in a form acceptable to Buyer, as evidenced by a standard form CLTA Title Insurance Policy in the full amount of the Purchase Price, issued by Fidelity National Title Company, subject only to (i) the standard, preprinted exceptions to Buyer's Title Policy; (ii) liens to secure payment of real estate taxes or assessments not yet delinquent; (iii) such liens, encumbrances, or conditions as have not been disapproved pursuant to this Agreement. In the event that Seller cannot, after exercising reasonable efforts, remove the Disapproved Exceptions by the Close of Escrow, or any additional exceptions identified by Buyer as unacceptable as shown on any update to the Preliminary Report prepared at Buyer's request, Buyer may, in its sole discretion and as its sole remedy, terminate this Agreement. Buyer shall have the right, at its sole cost and expense, to obtain coverage beyond that offered by a CLTA policy; provided, however, that Buyer's ability to obtain such extended coverage shall not be a condition to Buyer's obligations hereunder.

Buyer shall have sole responsibility for obtaining, and bearing the cost of, any endorsements and for any survey or other matters required by the Title Company for such extended coverage.

b. Closing Warranties. Buyer's obligation to perform this Agreement is subject to the representations and warranties of Seller contained in this Agreement being true on and as of the Close of Escrow as if the same were made on and as of such date.

c. Delivery into Escrow. Buyer's obligation to perform its obligations under this Agreement is subject to Seller and Buyer having delivered into escrow all items required by paragraph 20 of this Agreement and having complied with all other material covenants and conditions of this Agreement to be performed or complied with.

18. Pre-Closing Obligations.

a. Buyer has retained the services of Golden Valley Engineering Services Inc., to prepare a metes and bounds legal description of the Real Property as depicted in **Exhibit A**. Said description shall be incorporated into the Grant Deed conveying title to Buyer. Seller shall be responsible for the cost and expense of preparing the legal description.

b. Buyer shall execute all necessary documents necessary to annex the Real Property into the Talbot Park Lighting and Landscaping District, including but not limited to Request For Inclusion - Landscaping And Lighting District No. 19 (Pursuant to the Landscaping and Lighting Act of 1972), the form of which is attached hereto as **Exhibit B**.

19. Escrow Cancellation; Default; Liquidated Damages. If either party defaults with respect to its obligations hereunder, or if Escrow is not in a condition to close by the agreed Closing date, Escrow Holder shall continue to comply with the instructions contained herein until a written demand has been made by a party entitled to do so for the cancellation of Escrow. Escrow Holder shall notify the other party of any such demand.

a. Fees. If the Close of Escrow fails to occur due to Sellers' default, Sellers shall pay all Escrow cancellation charges. If the Close of Escrow fails to occur due to Buyer's default, Buyer shall pay all Escrow cancellation charges. Except as otherwise set forth in this Agreement, if the Close of Escrow fails to occur for any reason other than the foregoing, Buyer and Seller shall each pay one-half (1/2) of any Escrow cancellation charges, and each party shall release the other party from all liability hereunder for the failure of the Close of Escrow to occur, and Buyer shall be entitled to the immediate refund of the Deposits and any other funds deposited by Buyer into Escrow including all interest earned thereon. "Escrow cancellation charges" means all fees, charges and expenses charged by Escrow Holder as well as all charges related to the services of the Title Company in connection with title matters relating to this Escrow.

b. Seller's Default. In the event Seller shall default under any of the terms and provisions of this Agreement prior to the Closing, Buyer shall have the right, but not the obligation, in lieu of any other rights or remedies which it may have at law or in equity, to (i) terminate Buyer's obligations under this Agreement and the Escrow created hereby, in which event Buyer shall be entitled to the immediate refund of the Deposit and any other funds

- iii. Any document(s) necessary to remove any of the Disapproved Exceptions as identified in paragraph 6.
- b. Buyer shall execute in escrow or deliver to the Escrow Holder the following:
 - i. Buyer's share of Escrow Holder's costs and expenses, as herein provided;
 - ii. The balance of the purchase price in cash in the amount of Two Million Two Hundred Seven Thousand Seven Hundred Dollars (\$2,207,700.00).
 - iii. Documents necessary to annex the Real Property into the Talbot Park Lighting and Landscaping District including but not limited to Request For Inclusion - Landscaping And Lighting District No. 19 (Pursuant to the Landscaping and Lighting Act of 1972) executed by Buyer.
- c. At the Close of Escrow, Escrow Holder shall:
 - i. Record the Grant Deed in the Official Records of the County of Merced;
 - ii. Cause the final policy of title insurance to be issued;
 - iii. Deliver the purchase price in the amount of Two Million Two Hundred Thirty Thousand Dollars (\$2,230,000.00) to Seller by check payable as instructed in writing by Seller.
 - iv. Deliver to the Seller the Request For Inclusion - Landscaping And Lighting District No. 19 (Pursuant to the Landscaping and Lighting Act of 1972) executed by Buyer.

21. Regulatory Compliance. The Foreign Investment in Real Property Tax Act ("FIRPTA"), Internal Revenue Code section 1445, requires that every buyer of U.S. real property must, unless an exemption applies, deduct and withhold from seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions that might be applicable are:

- a. Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not "foreign," as defined in FIRPTA ("FIRPTA Affidavit"); or
- b. Seller provides Buyer with a "qualifying statement," as defined in FIRPTA, issued by the Internal Revenue Service.

Seller and Buyer agree to execute and deliver, as appropriate, any instruments, affidavit or statement and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder.

22. Best Efforts. Buyer and Seller shall act in good faith and use their best efforts after the date hereof to ensure that their respective obligations hereunder are fully and punctually performed. Buyer and Seller shall perform any further acts and execute and deliver any other documents or instruments that may be reasonably necessary to carry out the provisions of this Agreement.

23. Notices. All notices and demands of any kind that either party may be required or desires to serve upon the other party shall be in writing and shall be served upon such other party by personal service or by mailing a copy thereof, certified or registered mail, postage prepaid, addressed as follows:

If to Buyer:

Merced County Community Action Agency
Attention: Brenda Callahan-Johnson
P.O. Box 2085
Merced, CA 95344-0085

If to Seller:

City of Los Banos
Attention: Sonya Williams, Finance Director
520 J Street
Los Banos, CA 93635

Service shall be deemed complete on the date of actual delivery as shown on the addressee's return receipt. The addresses to which notices and demands shall be delivered or sent may be changed from time to time by notice to the other party.

24. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

25. Time is of the Essence; Computation of Time. Time is of the essence in this Agreement and in the escrow provided for herein. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which said period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until 5:00 p.m. of the next day that is not a Saturday, Sunday, or legal holiday. Except as otherwise expressly provided herein, all time periods expiring on a specified date or period herein shall be deemed to expire at 5:00 p.m. on such specified date or period.

26. Severability. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.

27. Entire Agreement. This Agreement constitutes the sole and only agreement between Buyer and Seller concerning the Property and their rights and duties in connection with

the Property. Any prior or other agreements or representations between Buyer and Seller regarding those matters are null and void unless expressly set forth in this Agreement.

28. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

29. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile signature shall be deemed an original signature

30. Damage Prior to Closing. Seller shall promptly notify Buyer of any casualty to the Property prior to the Close of Escrow. If any such damage relates to or may result in the loss of any portion of the Property, Buyer may elect either to (i) terminate this Agreement, in which event all funds deposited into escrow by Buyer or which have been released from escrow shall be returned to Buyer and neither party shall have any further rights or obligations hereunder, or (ii) continue the Agreement in effect, in which event, upon the Close of Escrow, Buyer shall be entitled to any compensation or other payments or relief resulting from such casualty.

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

BUYER:
Merced County Community Action Agency

Dated:

By: _____
Name:
Title:

SELLER:
City of Los Banos

Dated:

By: _____
Name:
Title:

Attest:

Lucy Mallonce
City Clerk

Approved as to form:

William A. Vaughn
City Attorney

EXHIBIT A
[Property Description]

(a portion of APN 428-070-001 and approximately 1.33 acres in size) consisting of a 12,785 s.f. building and related improvements lot located at 1624 San Luis Street, Los Banos, California as depicted below.



1624

555

1521

1517

#H

#G

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#E

#D

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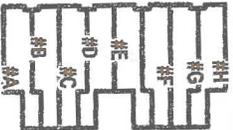
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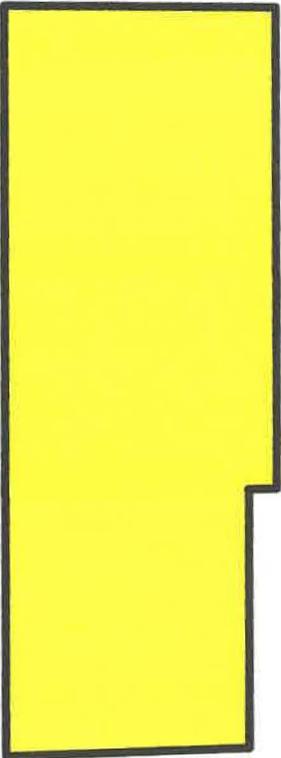
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1521

1517



1624



535

EXHIBIT B

[Form of Consent to Annex into Landscape and Lighting District #19]



City of
Los Banos
At the Crossroads of California

REQUEST FOR INCLUSION

LANDSCAPING AND LIGHTING DISTRICT NO. 19

(Pursuant to the Landscaping and Lighting Act of 1972)

To the Honorable City Council of the City of Los Banos:

1. The undersigned is the owner of land within the City of Los Banos described as follows:

Property Address: _____

APN: _____

Property Description: Attached

2. The undersigned requests that this land be included within Assessment District **No. 19** and be assessed annually for the cost of improvements, as described in the Engineer's Report on file with the City Clerk.
3. The undersigned hereby waives the right to any further notice and public hearing on the formation of the Assessment District, and on the levy of the first annual assessment

Property Owner's Signature

Date

Printed Name

Agency Name

*** Signature needs to be notarized. Attach a Notary Acknowledgement.**



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and Council Members

FROM: Sonya Williams, Finance Director

DATE: June 19, 2019

TYPE OF REPORT: Public Hearing

SUBJECT: To Receive Public Comment and Consideration of the Appropriation Limitation for the 2019-2020 Fiscal Year (FY)

Recommendation:

The following actions are requested of Council to complete the process for this year:

- Action Item 1. Hold a Public Hearing concerning the Appropriation Limitation for the 2019-2020 FY.
- Action Item 2. Population and inflation options must be selected by a recorded vote of the City Council. This is a requirement of Proposition 111. For the inflation factor, Staff is requesting that Council select California Per Capita Personal Income. For the population factor, staff is requesting that Council select City Population.
- Action Item 3. Council adopt the attached resolution of the City of Los Banos Setting the Tax Related Appropriation Limit in Compliance with Proposition 4 and Proposition 111 for Fiscal Year 2019-2020. This Resolution adopts for 2019-2020 FY: (a) the annual adjusting factors of California Per Capita Personal Income at 1.0385% and City Population at 1.0249%; and (b) the 2019-2020 FY Appropriation Limit of \$93,117,712.

Background:

The Appropriation Limitation is ordinarily presented in the second meeting in June to be reviewed and enacted through a Resolution to set the tax related

Appropriation Limit to be in compliance with Proposition 4 and Proposition 111. Additionally, to meet compliance guidelines, there must be a Public Hearing and the Appropriation Limitation needs to be incorporated into the City's Budget.

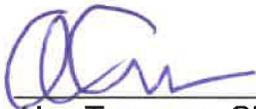
Discussion:

These actions will provide for the maximum 2019-2020 FY increase to the City's Appropriation Limit.

Fiscal Impact:

The Gann Appropriation Limit sets a spending limit for the amount that the City can legally tax the citizens of Los Banos. The fiscal impact of the Gann Appropriation limit would be the limitation of the City's ability to tax the citizens if it surpassed the \$93,117,712 amount in taxes. The City is at 21% of the proposed limitation.

Reviewed by:



Alex Terrazas, City Manager

Attachments:

Resolution with Exhibit A (Gann Appropriation Limitation Calculation)
Public Hearing Notice
Department of Finance Letter regarding price and population information

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS SETTING THE TAX
RELATED APPROPRIATION LIMIT IN
COMPLIANCE WITH PROPOSITION 4 AND
PROPOSITION 111 FOR 2019-2020 FISCAL YEAR**

WHEREAS, there has been presented to the City Council of the City of Los Banos the Appropriation Limitation Analysis; and

WHEREAS, the City Council has selected the population and inflation factors used in the Appropriation Limitation Analysis; and

WHEREAS, a Public Hearing was duly held on June 19, 2019 providing an opportunity for City Council to review the Appropriation Limitation Analysis and to allow for public comment; and

WHEREAS, said Appropriation Analysis as presented has been reviewed, examined, and approved by the City Council of the City of Los Banos.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos that the annual adjusting factors of California Per Capita Personal Income at 1.0385% and City population at 1.0249% is hereby adopted; and

BE IT FURTHER RESOLVED that the City Council of the City of Los Banos that said Tax Related Appropriation Limit of \$93,117,712 is hereby adopted by the City Council of the City of Los Banos, a copy of which is attached hereto as Exhibit "A".

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th 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:

Mike Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Exhibit A

City of Los Banos
GANN APPROPRIATION LIMITATION
Fiscal Year 2019-2020

FY 2018-2019 Appropriation Limit \$87,483,758

A. Change in California Per Capita Personal Income
(converted to a ratio) 1.0385

B. Greater of the Change in population
(converted to a ratio)

City of Los Banos	1.0249	
County of Merced	1.0128	1.0249

Adjustment factor (A multiplied by B) 1.0644

FY 2019-2020 Appropriations Limit \$93,117,712

City of Los Banos Tax Appropriation Limit - 10 Years

<u>FY</u>	<u>City Population</u>	<u>Limit</u>
2019-2020	41,898	\$93,117,712
2018-2019	40,986	\$87,483,758
2017-2018	39,993	\$82,376,420
2016-2017	39,359	\$78,178,248
2015-2016	37,145	\$72,893,471
2014-2015	37,168	\$69,774,549
2013-2014	37,017	\$69,268,886
2012-2013	36,546	\$65,286,415
2011-2012	36,525	\$62,570,841
2010-2011	36,421	\$60,014,235

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Cols	Lines
336031	0004232354	BUDGET NOTICE KIM TOMAS	.B BUDGET NOTICE KIM TOMAS	1	20

Attention:

CITY OF LOS BANOS - CITY HALL - FINANCE
 520 J STREET
 LOS BANOS, CA 93635

Public Notice

Notice is hereby given that the City Council of the City Los Banos will hold a public hearing for the proposed fiscal year 2019-2020 City Budget and a public hearing for the fiscal year 2019-2020 Appropriation Limitation as follows:
 Date: June 19, 2019
 Time: 7:00 p.m.
 Place: Council Chambers
 City Hall
 520 "J" Street
 Los Banos, CA 93635
 Questions regarding the above referenced item may be directed to the Finance Department at City Hall or (209) 827-7000.
 L.B- 4232354 5/31, 6/7

**Declaration of Publication
 2015.5 C.C.P.**

STATE OF CALIFORNIA)
) ss.
 County of Merced)

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Los Banos Enterprise, a newspaper of general circulation, printed and published in the city of Los Banos, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of June 16, 1952 Case Number 21594 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

May 31, 2019, June 07, 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Los Banos, California on:

Date: 7th, day of June, 2019

Cynthia A. Macnamara

Signature



May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER
Director
By:

Vivek Viswanathan
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
 Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2018-2019	1-1-18	1-1-19	1-1-2019
Merced				
Atwater	1.58	30,980	31,470	31,470
Dos Palos	0.29	5,525	5,541	5,541
Gustine	-0.07	5,888	5,884	5,884
Livingston	3.03	14,376	14,811	14,811
Los Banos	2.49	40,880	41,898	41,898
Merced	1.38	85,921	87,110	87,110
Unincorporated	0.43	94,570	94,978	96,214
County Total	1.28	278,140	281,692	282,928

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members

FROM: Sonya Williams, Finance Director

DATE: June 19, 2019

TYPE OF REPORT: Public Hearing

SUBJECT: To Receive Public Comment and Consideration of the 2019-2020 Fiscal Year (FY) Budget

Recommendation:

To complete the preparation of the City of Los Banos 2019-2020 FY Budget, the City Council is requested to take the following actions:

- Conduct a noticed Public Hearing to solicit input on the Proposed Budget for 2019-2020 FY.
- Adopt a resolution by the City Council, which approves the 2019-2020 FY Budget.

Background:

The City of Los Banos adopts an Annual Budget prior to the beginning of the new fiscal year that starts on July 1st. In preparation of the Budget adoption, the City held a City Council Budget Study Session on May 30, 2019. The session reviewed the next year's Proposed Budget for the City. Adoption of this proposed Resolution completes the 2019-2020 FY Budget process and authorizes a July 1, 2019 start date for the new budget year as well as defines the employee salary schedule.

Discussion:

The following described exhibits are made part of this Resolution for adoption:

- Exhibit A: The Summary of Fund Balance for the 2019-2020 FY this sets forth by fund the estimated revenues, transfers in and out, and the proposed expenditures.
- Exhibit B: Salary Schedule (Policy & Procedures Manual - Division 4) – presents the 2019-2020 FY employee classifications, positions authorized, and salary ranges for all employees.
- Exhibit C: The Capital Improvement Plan Summary which outlines a five year plan that identifies capital needs throughout all City Departments. The Proposed Budget book will include a breakdown of the Capital Improvement Plan by department and/or function.

In Exhibit A, the Summary of Fund Balance for 2019-2020 FY, it should be highlighted that:

- General Fund beginning balance is estimated at \$9.9 million, ending at \$9.4 million (excluding Measure H assigned funding), utilizing estimated revenues of \$16.6 million to pay for operational costs of \$17 million.
- City-wide revenues are estimated at \$57.8 million and City-wide expenditures are proposed to be \$59.2 million, with a City-wide estimated ending balance of \$73.4 million.
- The major revenue factors include a 2% increase in property tax revenues and a 2% increase in sales tax revenues.
- The major expenditure factors that have impacted the City's proposed budget include an increase in personnel costs, health/retirement benefits, and insurance increases.

In Exhibit B, the 2019-2020 FY Salary Schedule includes the following changes:

- Add six Police Officer positions to Measure H.
- Add one Police Sergeant position to Measure H, unfunded until such time that all six Police Officer positions are filled.
- Add both a Public Safety Dispatcher and Community Service officer positions to be funded through Measure H.
- Add a Code Enforcement Officer position in the Police Department to be funded by Measure H.
- Add two Firefighter positions also to be funded by Measure H.
- Add one Recreation Coordinator I position funded through Measure H.
- Reclassify the vacant Admin Clerk position in Human Resources to an HR Technician I position.

- Part-time salaries currently below \$13.00 per hour will be increased to \$13.00 per hour to meet new minimum wage requirements, effective January 1, 2019.
- COLA increase of three percent (3%) for unrepresented classifications, including management employees.

In Exhibit C, the Capital Improvement Plan Summary includes the following major projects:

- General Fund: Police Station Land Acquisition, PAL Field Restrooms, General Plan Update and Fleet Replacement Program Funding.
- Parks and Recreation: Develop a Park Master Plan, Design and construct a Dog Park, and updating the Community Scout Hut.
- Water: Water Line Replacement and Water Valve Replacements.
- Wastewater: Replacement of Headworks Influent Pump Station, Storm Line Replacements, Pump Station Rehabilitation, addition of Potable Water Line, Replacement/rehabilitation of Sewer Manholes, Land Purchase of Future Storm Basin Site, and Sewer Line Repair.
- Solid Waste: Clean Closure of Landfill Site.
- Information Technology: Continued City-wide Phone System Replacement, Network/Server Replacements, Desktop/Laptop Replacements, and upgrades to City Hall Wi-Fi.

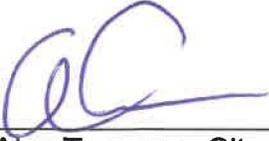
With the 2019-2020 FY Proposed Budget, staff is will be utilizing a combination of funding resources to fund the Capital Improvement Projects.

Fiscal Impact:

The 2019-2020 FY Budget is fiscally responsible, and indicates the continued efforts to maintain the fiscal health of the City. It is important that the General Fund maintain its fund balance reserve. In the 2010-2011 FY, City Council adopted a Fund Balance Reserve Policy to maintain thirty percent (30%) of the General Fund operating expenditures in reserves for City operations. We anticipate being able to maintain existing services at their current level for the current and upcoming fiscal years.

Through the 2019-2020 FY, the City will be reviewing the Budget on a semi-annual basis. The 2019-2020 FY Proposed Budget is available for review on the City's website www.losbanos.org and at City Hall.

Reviewed by:



Alex Terrazas, City Manager

Attachments:

Resolution

Public Notice

Exhibit A – Summary of Fund Balance

Exhibit B – Salary Schedule

Exhibit C – Capital Improvement Plan Summary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS ADOPTING THE 2019-2020 FISCAL YEAR BUDGET, INCLUDING EMPLOYEE SALARY SCHEDULE (DIVISION 4), OF THE LOS BANOS POLICY AND PROCEDURE MANUAL AND THE CAPITAL IMPROVEMENT PLAN

WHEREAS, there has been presented to the City Council of the City of Los Banos a Proposed Budget for the 2019-2020 Fiscal Year; and

WHEREAS, the Proposed Budget for the City of Los Banos has been reviewed by the City Council at the City of Los Banos Budget Study Session held May 30, 2019; and

WHEREAS, a Public Hearing was duly held on June 19, 2019 providing an opportunity for City Council to review the Proposed Budget and to allow for public comment; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that the 2019-2020 Fiscal Year Budget, including the Employee Salary Schedule and the Five-Year Capital Improvement Plan, as approved by the City Council, is hereby adopted; and

BE IT FURTHER RESOLVED that:

- 1) That Exhibit A - Summary of Fund Balance, Exhibit B - Employee Salary Schedule, Exhibit C – Capital Improvement Plan Summary are attached and made a part of this Resolution. Within each fund in Exhibit A, the estimated revenues presented are recognized, the Transfers In and Transfers Out are authorized, and the proposed expenditures are appropriated;
- 3) The City Manager is hereby authorized to transfer, per occurrence, up to \$100,000 in appropriations for the General Fund and \$50,000 in appropriations for any other fund between accounts within other funds in Exhibit A as a budget adjustment to meet unforeseen events;
- 4) The City Council of the City of Los Banos may adjust the overall appropriation levels in each fund at any time during the 2019-2020 Fiscal Year by action to amend this budget.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th 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:

ATTEST:

APPROVED:

Michael Villalta, Mayor

Lucille L. Mallonee, City Clerk

AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification	PO	Cols	Lines
336031	0004232354	BUDGET NOTICE KIM TOMAS	.B BUDGET NOTICE KIM TOMAS	1	20

Attention:

CITY OF LOS BANOS - CITY HALL - FINANCE
520 J STREET
LOS BANOS, CA 93635

Public Notice

Notice is hereby given that the City Council of the City Los Banos will hold a public hearing for the proposed fiscal year 2019-2020 City Budget and a public hearing for the fiscal year 2019-2020 Appropriation Limitation as follows:
Date: June 19, 2019
Time: 7:00 p.m.
Place: Council Chambers
City Hall
520 "J" Street
Los Banos, CA 93635
Questions regarding the above referenced item may be directed to the Finance Department at City Hall or (209) 827-7000.
LB- 4232354 5/31, 6/7

**Declaration of Publication
2015.5 C.C.P.**

STATE OF CALIFORNIA)
) ss.
County of Merced)

I am a citizen of the United States; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Los Banos Enterprise, a newspaper of general circulation, printed and published in the city of Los Banos, County of Merced, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Merced, State of California, under the date of June 16, 1952 Case Number 21594 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

May 31, 2019, June 07, 2019

I certify (or declare) under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Los Banos, California on:

Date: 7th, day of June, 2019

Cynthia A. Mohammed

Signature

Exhibit A

City of Los Banos
 Summary of Fund Balance
 2019-2020

Fund #	Fund	Estimated Beginning Balance	2019-20 Proposed Revenues	2019-20 Transfer In	2019-20 Proposed Expenditures	2019-20 Transfer Out	Estimated Ending Balance
General Fund							
100	General Fund-Unassigned	9,859,787	16,594,124	0	17,042,686	0	9,411,225
100	General Fund -Measure H Assigned	0	2,500,000	0	2,060,826	0	439,174
Special Revenue Funds							
200	Movie Night	3,904	0	0	0	0	3,904
202	City Hall Admin	384,888	42,410	0	5,000	0	422,298
204	Prevention Underage Drinking	6,891	500	0	1,000	0	6,391
207	RSTP Exchange	1,393,378	474,833	0	638,944	34,377	1,194,890
210	Plant a Tree	566	0	0	0	0	566
212	PEG Franchise Fee	42,474	24,000	0	9,500	0	56,974
214	Transportation Expenditure Plan	1,550,022	853,714	0	2,401,000	0	2,736
215	Gas Tax	922,522	1,710,909	0	1,470,000	0	1,163,431
220	Local Transportation Fund	217,824	91,987	0	0	0	309,811
229	Regional Transportation Impact Fee	828,998	185,913	0	210,000	0	804,911
230	Traffic Impact Fee	6,336,616	1,242,682	0	710,000	0	6,869,298
232	Storm Drain Fee	45,337	0	0	0	0	45,337
233	Lamoglia Traffic Impact	826,057	0	0	0	0	826,057
234	Meadowlands Traffic Impact	131,946	0	0	0	0	131,946
235	Asset Forfeiture	29,800	3,900	0	11,000	0	22,700
236	Police Public Safety Augmentation	3,625,625	1,378,191	0	754,953	0	4,248,863
237	SLESF COPS Program	54,488	100,500	0	138,185	0	16,803
238	Fire Public Safety Augmentation	1,110,785	1,358,191	0	1,870,335	0	598,641
243	Fire Capital Improvement	1,406,563	96,239	0	0	0	1,502,802
244	Community Center Fee	549,713	43,913	0	557,500	0	36,126
245	Police Capital Improvement	3,340,937	305,900	0	1,550,345	0	2,096,492
246	Traffic Safety	146,907	16,000	0	105,000	0	57,907
249	CMAQ Grant	0	262,366	34,377	296,743	0	0
250	Los Banos Park Development Fee	3,695,559	775,100	0	340,000	0	4,130,659
251	Mission Village North Dev Fee	130,219	0	0	0	0	130,219
252	Public Facilities	23,084	962	0	0	0	24,046
253	Regency Estates Park Dev Fee	139,035	0	0	0	0	139,035
255	Vineyard Park Dev Fee	16,169	0	0	0	0	16,169
256	Meadowland Park Dev Fee	1,048,030	0	0	0	0	1,048,030
257	Mission Estates Park	301,023	0	0	0	0	301,023
258	Stonecreek Park Fund	88,806	0	0	0	0	88,806
259	Orchard Terrace Park	5,874	0	0	0	0	5,874
262	CDBG Microenterprise Prog Inc	(189)	0	0	200	0	(389)
271	Ranchwood Estates AD #1	162,938	502,264	0	577,865	0	87,337
272	Cresthills AD #2	28,509	96,156	0	106,734	0	17,931
273	Los Banos Gardens AD #3	14,954	152,285	0	149,835	0	17,404
274	College Green Estates AD #4	128,805	108,014	0	140,639	0	96,180
275	Orchard Terrace AD #5	80,656	72,530	0	140,490	0	12,696
276	St. Francis Estates AD #6	35,504	31,852	0	40,561	0	26,795
277	Valley Meadows AD #7	20,699	18,571	0	18,177	0	21,093
279	Jo-Lin Manor/Ranch AD #9	84,048	124,081	0	175,979	0	32,150
280	LB Creek Shopping Center AD #10	34,239	44,537	0	47,241	0	31,535

City of Los Banos
 Summary of Fund Balance
 2019-2020

Fund #	Fund	Estimated Beginning Balance	2019-20 Proposed Revenues	2019-20 Transfer In	2019-20 Proposed Expenditures	2019-20 Transfer Out	Estimated Ending Balance
281	Meadowlands AD #11	(452,352)	215,803	0	259,728	0	(496,277)
282	Mission Estates AD #12	52,845	119,250	0	131,555	0	40,540
283	Somerset Park AD #13	48,628	31,217	0	51,993	0	27,852
284	Northgate @ Regency AD #14	34,244	264,466	0	276,714	0	21,996
285	Magnolia Grove AD #15	(11,430)	11,672	0	5,649	0	(5,407)
286	Senior Home Villages AD #16	10,468	13,861	0	18,099	0	6,230
287	Stonecreek Villages AD #17	9,133	332,577	0	320,583	0	21,127
288	Rail Trail Corridor AD #18	81,911	117,740	0	128,541	0	71,110
289	Talbot Park AD #19	(147,161)	66,979	0	65,700	0	(145,882)
290	Police CFD	84,453	587,875	0	544,750	0	127,578
291	Fire CFD	164,453	587,875	0	557,733	0	194,595
293	HOME PI Housing Rehab	168,137	0	0	0	0	168,137
294	NSP Program Income	9,884	60,700	0	70,000	0	584
295	Repair & Demolition	15,327	0	0	0	0	15,327
296	USDA Rural Business Dev Grant	0	6,000	0	6,000	0	0
<u>Capital Projects Funds</u>							
303	Traffic Mitigation	148,471	0	0	0	0	148,471
304	City Hall	1,031,439	108,576	0	500,000	0	640,015
306	Corporation Yard	494,262	39,615	0	0	0	533,877
324	Child Development Center	(784,876)	50,000	0	15,455	0	(750,331)
<u>Business Type Funds</u>							
501	Water	21,340,884	6,706,000	0	6,345,564	0	21,701,320
502	Wastewater	5,736,115	6,975,525	0	6,102,225	0	6,609,415
505	Airport	570,891	458,400	0	510,282	0	519,009
510	Solid Waste & Street Sweeping	7,110,860	8,308,420	0	8,252,584	0	7,166,696
<u>Internal Service Funds</u>							
601	Fleet Maintenance	7,184	926,053	0	932,050	0	1,187
610	Information Technology	49,326	607,622	0	612,816	0	44,132
656	Retirees' Medical Health	223,678	1,964,496	0	1,955,496	0	232,678
		\$74,850,764	\$57,773,346	\$34,377	\$59,234,255	\$34,377	\$73,389,855

Estimated beginning fund balances are based on an accrual basis except for the Business type funds
 which are based on an available unrestricted cash basis.

Exhibit B

**DIVISION 4
SALARY SCHEDULE**

(Approved June , 2019 / Effective July 1, 2019)

SEC. 4003 REGULAR (FULL TIME) EMPLOYEE CLASSIFICATIONS-MONTHLY SALARY

**SECTION A - ADMINISTRATION
TOTAL POSITIONS AUTHORIZED (5)**

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
City Manager	(1)	13,202-16,917 <u>13,598-17,425</u>	*	*	*	*	*	*
Human Resources Director	(1)	7,839-10,009 <u>8,074-10,309</u>	*	*	*	*	*	*
Assistant City Clerk/HR Analyst	(1)	*	5,170 <u>5,325</u>	5,429 <u>5,591</u>	5,700 <u>5,871</u>	5,985 <u>6,165</u>	6,284 <u>6,473</u>	6,598 <u>6,797</u>
HR Technician I	(4) <u>(2)</u>	*	3,468 <u>3,572</u>	3,641 <u>3,751</u>	3,823 <u>3,939</u>	4,014 <u>4,136</u>	4,215 <u>4,343</u>	4,426 <u>4,560</u>
<u>Admin Clerk</u>	(4) <u>(0)</u>							
Admin Clerk II	*	*	3,086 <u>3,179</u>	3,241 <u>3,338</u>	3,403 <u>3,505</u>	3,573 <u>3,680</u>	3,752 <u>3,864</u>	3,940 <u>4,057</u>
Admin Clerk I	*	*	2,589 <u>2,667</u>	2,719 <u>2,800</u>	2,855 <u>2,940</u>	2,998 <u>3,087</u>	3,148 <u>3,241</u>	3,305 <u>3,403</u>

* Comment: Promotions to skill levels within the Admin Clerk job classifications are made by the Human Resources Director with concurrence of the City Manager.

**SECTION B - FINANCE
TOTAL POSITIONS AUTHORIZED (9)**

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Finance Director	(1)	8,941-11,416 <u>9,209-11,758</u>						
Accounting & Budget Supervisor	(1)	*	6,219 <u>6,406</u>	6,530 <u>6,726</u>	6,857 <u>7,062</u>	7,200 <u>7,415</u>	7,560 <u>7,786</u>	7,938 <u>8,175</u>
<u>Accountant</u>	(2)							
Accountant II	*	*	5,170 <u>5,325</u>	5,429 <u>5,591</u>	5,700 <u>5,871</u>	5,985 <u>6,165</u>	6,284 <u>6,473</u>	6,598 <u>6,797</u>
Accountant I	*	*	4,214 <u>4,340</u>	4,424 <u>4,557</u>	4,645 <u>4,785</u>	4,877 <u>5,024</u>	5,121 <u>5,275</u>	5,377 <u>5,539</u>
Accounting Technician	(1)	*	3,536 <u>3,642</u>	3,713 <u>3,824</u>	3,899 <u>4,015</u>	4,094 <u>4,216</u>	4,299 <u>4,427</u>	4,514 <u>4,648</u>
<u>Accounting Clerk</u>	(4)							
Accounting Clerk II	*	*	3,086 <u>3,179</u>	3,241 <u>3,338</u>	3,403 <u>3,505</u>	3,573 <u>3,680</u>	3,752 <u>3,864</u>	3,940 <u>4,057</u>
Accounting Clerk I	*	*	2,589 <u>2,667</u>	2,719 <u>2,800</u>	2,855 <u>2,940</u>	2,998 <u>3,087</u>	3,148 <u>3,241</u>	3,305 <u>3,403</u>

* Comment: Promotions to skill levels within the Accountant and Accounting Clerk job classifications are made by the Finance Director with concurrence of the City Manager.

SECTION C - COMMUNITY & ECONOMIC DEVELOPMENT

TOTAL POSITIONS AUTHORIZED (3)

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Community & Economic Development Director	(1)	7,839-10,009						
		<u>8,074-10,309</u>						
<u>Planner</u>	<u>(1)</u>							
Senior Planner	*	*	6,002	6,303	6,618	6,949	7,296	7,661
			<u>6,182</u>	<u>6,491</u>	<u>6,816</u>	<u>7,157</u>	<u>7,515</u>	<u>7,891</u>
Associate Planner	*	*	5,170	5,429	5,700	5,985	6,284	6,598
			<u>5,325</u>	<u>5,591</u>	<u>5,871</u>	<u>6,165</u>	<u>6,473</u>	<u>6,797</u>
Assistant Planner	*	*	4,214	4,424	4,645	4,877	5,121	5,377
			<u>4,340</u>	<u>4,557</u>	<u>4,785</u>	<u>5,024</u>	<u>5,275</u>	<u>5,539</u>
<u>Planning Technician</u>	<u>(1)</u>							
		*	3,468	3,641	3,823	4,014	4,215	4,426
			<u>3,572</u>	<u>3,751</u>	<u>3,939</u>	<u>4,136</u>	<u>4,343</u>	<u>4,560</u>

* Comment: Promotions to skill levels within the Planner job classifications are made by the Community & Economic Development Director with concurrence of the City Manager.

SECTION D - INFORMATION TECHNOLOGY

TOTAL POSITIONS AUTHORIZED (3)

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Information Technology Manager	(1)	*	6,219	6,530	6,857	7,200	7,560	7,938
			<u>6,406</u>	<u>6,726</u>	<u>7,062</u>	<u>7,415</u>	<u>7,786</u>	<u>8,175</u>
Information Technology Technician	(2)	*	4,036	4,238	4,450	4,673	4,907	5,152
			<u>4,157</u>	<u>4,365</u>	<u>4,583</u>	<u>4,812</u>	<u>5,053</u>	<u>5,306</u>

SECTION E - PUBLIC WORKS

TOTAL POSITIONS AUTHORIZED ~~(57)~~ (58)

Public Works Director/City Engineer	(1)	12,079-15,424						
		<u>12,381-15,810</u>						
Assistant Public Works Director	(1)	*	8,004	8,404	8,824	9,265	9,728	10,214
			<u>8,244</u>	<u>8,656</u>	<u>9,089</u>	<u>9,543</u>	<u>10,020</u>	<u>10,521</u>
Public Works Operations Manager	(1)	*	6,219	6,530	6,857	7,200	7,560	7,938
			<u>6,406</u>	<u>6,726</u>	<u>7,062</u>	<u>7,415</u>	<u>7,786</u>	<u>8,175</u>
Parks & Rec Operations Manager	(1)	*	5,812	6,102	6,407	6,727	7,063	7,416
			<u>5,986</u>	<u>6,286</u>	<u>6,600</u>	<u>6,930</u>	<u>7,277</u>	<u>7,641</u>
Supervisor	(1)	*	4,667	4,900	5,145	5,402	5,672	5,956
			<u>4,807</u>	<u>5,047</u>	<u>5,299</u>	<u>5,564</u>	<u>5,842</u>	<u>6,134</u>
Water Quality Specialist	(1)	*	4,576	4,804	5,044	5,296	5,561	5,839
			<u>4,713</u>	<u>4,949</u>	<u>5,196</u>	<u>5,456</u>	<u>5,729</u>	<u>6,015</u>
Administrative Coordinator	(1)	*	4,380	4,599	4,829	5,070	5,324	5,590
			<u>4,511</u>	<u>4,737</u>	<u>4,974</u>	<u>5,223</u>	<u>5,484</u>	<u>5,758</u>
Fleet Maintenance Coordinator	(1)	*	4,467	4,690	4,925	5,171	5,430	5,702
			<u>4,601</u>	<u>4,831</u>	<u>5,073</u>	<u>5,327</u>	<u>5,593</u>	<u>5,873</u>
Foreman	(4)	*	4,380	4,599	4,829	5,070	5,324	5,590
			<u>4,511</u>	<u>4,737</u>	<u>4,974</u>	<u>5,223</u>	<u>5,484</u>	<u>5,758</u>
Administrative Assistant	(2)	*	3,580	3,759	3,947	4,144	4,351	4,569
			<u>3,687</u>	<u>3,872</u>	<u>4,066</u>	<u>4,269</u>	<u>4,482</u>	<u>4,706</u>
Engineering Technician	(1)	*	3,536	3,713	3,899	4,094	4,299	4,514
			<u>3,642</u>	<u>3,824</u>	<u>4,015</u>	<u>4,216</u>	<u>4,427</u>	<u>4,648</u>
Recreation Coordinator II	(1)	*	3,278	3,442	3,614	3,795	3,985	4,184
			<u>3,376</u>	<u>3,545</u>	<u>3,722</u>	<u>3,908</u>	<u>4,103</u>	<u>4,308</u>
Recreation Coordinator I	(1) <u>(2)</u>	*	2,589	2,719	2,855	2,998	3,148	3,305
			<u>2,667</u>	<u>2,800</u>	<u>2,940</u>	<u>3,087</u>	<u>3,241</u>	<u>3,403</u>

SECTION E - PUBLIC WORKS - Continued

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Admin Clerk	(1)							
Admin Clerk II	*	*	3,086	3,241	3,403	3,573	3,752	3,940
			<u>3,179</u>	<u>3,338</u>	<u>3,505</u>	<u>3,680</u>	<u>3,864</u>	<u>4,057</u>
Admin Clerk I	*	*	2,589	2,719	2,855	2,998	3,148	3,305
			<u>2,667</u>	<u>2,800</u>	<u>2,940</u>	<u>3,087</u>	<u>3,241</u>	<u>3,403</u>
** Inspector I	(1)	*	4,254	4,466	4,689	4,923	5,169	5,427
** Maintenance Mechanic I	(1)	*	2,997	3,147	3,304	3,469	3,642	3,824
** Sweeper Operator I	(2)	*	2,997	3,147	3,304	3,469	3,642	3,824
*** Custodian	(1)	*	2,400	2,520	2,646	2,778	2,917	3,063
<u>Environmental Control/Utilities Maintenance</u>	<u>(13)</u>							
** Environmental Control Specialist III	*	*	3,911	4,107	4,312	4,528	4,754	4,992
** Environmental Control Specialist II	*	*	3,430	3,601	3,781	3,970	4,169	4,377
** Environmental Control Specialist I	*	*	3,266	3,429	3,600	3,780	3,969	4,167
** Environmental Control Specialist Trainee	*	*	3,110	3,265	3,428	3,599	3,779	3,968
** Utilities Maintenance III	*	*	3,677	3,861	4,054	4,257	4,470	4,694
** Utilities Maintenance II	*	*	3,343	3,510	3,686	3,870	4,064	4,267
** Utilities Maintenance I	*	*	2,997	3,147	3,304	3,469	3,642	3,824
<u>Maintenance</u>	<u>(21)</u>							
** Maintenance Worker III	*	*	3,668	3,852	4,045	4,247	4,459	4,682
** Maintenance Worker II	*	*	3,321	3,487	3,661	3,844	4,036	4,238
** Maintenance Worker I	*	*	2,997	3,147	3,304	3,469	3,642	3,824
** Maintenance Worker Trainee	*	*	2,365	2,483	2,607	2,737	2,874	3,018

* Comment: Promotions to skill levels (Trainee/I/II/III) within the Environmental Control Specialist, Utilities Maintenance, Maintenance Worker and Admin Clerk job classifications are made by the Public Works Director/City Engineer with concurrence of the City Manager.

* Additionally, the Public Works Director/City Engineer with concurrence of the City Manager, may temporarily or permanently reassign certain employees in accordance with the following guidelines: 1) Supervisor level positions -- Employees serving in capacity of Supervisor may be reassigned to an equivalent pay grade within any of the Supervisor level positions; and 2) Maintenance -- Employees assigned to any one of these three broad employment classifications may be reassigned to an equivalent pay grade of one of the other two classifications.

** ***New Union - still in labor negotiations***

SECTION F - FIRE & BUILDING
TOTAL POSITIONS AUTHORIZED (18) (20)

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Fire Chief	(1)	10,500-13,403						
		<u>10,815-13,805</u>						
Asst Fire Chief	(1)	*	7,928	8,325	8,741	9,178	9,637	10,119
			<u>8,166</u>	<u>8,574</u>	<u>9,003</u>	<u>9,453</u>	<u>9,926</u>	<u>10,422</u>
Fire Captain	(3)	*	5,436	5,708	5,993	6,293	6,608	6,773
			<u>5,599</u>	<u>5,879</u>	<u>6,173</u>	<u>6,482</u>	<u>6,806</u>	<u>6,976</u>
Fire Engineer	(6)	*	5,179	5,334	5,494	5,659	5,829	5,975
			<u>5,334</u>	<u>5,494</u>	<u>5,659</u>	<u>5,829</u>	<u>6,004</u>	<u>6,154</u>
Fire Fighter	(5) <u>(7)</u>	*	4,259	4,472	4,696	4,934	5,178	5,307
			<u>4,387</u>	<u>4,606</u>	<u>4,836</u>	<u>5,078</u>	<u>5,332</u>	<u>5,465</u>
Administrative Coordinator	(1)	*	4,380	4,599	4,829	5,070	5,324	5,590
			<u>4,511</u>	<u>4,737</u>	<u>4,974</u>	<u>5,223</u>	<u>5,484</u>	<u>5,758</u>
<u>Admin Clerk</u>	<u>(1)</u>							
Admin Clerk II	*	*	3,086	3,241	3,403	3,573	3,752	3,940
			<u>3,179</u>	<u>3,338</u>	<u>3,505</u>	<u>3,680</u>	<u>3,864</u>	<u>4,057</u>
Admin Clerk I	*	*	2,589	2,719	2,855	2,998	3,148	3,305
			<u>2,667</u>	<u>2,800</u>	<u>2,940</u>	<u>3,087</u>	<u>3,241</u>	<u>3,403</u>

* Comment: Promotions to skill levels within the Admin Clerk job classifications are made by the Fire Chief with concurrence of the City Manager.

SECTION G - POLICE
TOTAL POSITIONS AUTHORIZED ~~(70)~~ (80)

<u>EMPLOYEE CLASSIFICATION</u>	<u>AUTHORIZED</u>	<u>RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Police Chief	(1)	11,465-14,634 <u>11,809-15,073</u>						
Police Commander	(2)	*	8,617 <u>8,876</u>	9,048 <u>9,319</u>	9,500 <u>9,785</u>	9,975 <u>10,274</u>	10,474 <u>10,788</u>	10,998 <u>11,327</u>
Police Sergeant	(7) <u>(8)</u> ¹	*	6,683 <u>6,883</u>	7,017 <u>7,228</u>	7,368 <u>7,589</u>	7,736 <u>7,968</u>	8,123 <u>8,366</u>	8,326 <u>8,575</u>
Police Services Manager	(1)	*	5,997 <u>6,177</u>	6,297 <u>6,486</u>	6,612 <u>6,810</u>	6,943 <u>7,151</u>	7,290 <u>7,509</u>	7,655 <u>7,884</u>
Dispatch Supervisor	(1)	*	4,704 <u>4,845</u>	4,939 <u>5,087</u>	5,186 <u>5,341</u>	5,445 <u>5,608</u>	5,717 <u>5,888</u>	6,003 <u>6,182</u>
Code Enforcement Officer	(3) <u>(4)</u>	*	3,957 <u>4,076</u>	4,154 <u>4,279</u>	4,362 <u>4,493</u>	4,580 <u>4,718</u>	4,809 <u>4,954</u>	5,049 <u>5,202</u>
Public Safety Dispatcher	(10) <u>(11)</u>	*	3,617 <u>3,726</u>	3,798 <u>3,912</u>	3,988 <u>4,108</u>	4,187 <u>4,313</u>	4,396 <u>4,529</u>	4,616 <u>4,755</u>
Crime Analyst	(1)	*	3,471 <u>3,575</u>	3,644 <u>3,754</u>	3,826 <u>3,942</u>	4,017 <u>4,139</u>	4,218 <u>4,346</u>	4,429 <u>4,563</u>
Property Evidence Technician	(1)	*	3,050 <u>3,142</u>	3,203 <u>3,299</u>	3,363 <u>3,464</u>	3,531 <u>3,637</u>	3,708 <u>3,819</u>	3,893 <u>4,010</u>
Community Services Officer	(7) <u>(8)</u>	*	2,656 <u>2,736</u>	2,789 <u>2,872</u>	2,928 <u>3,016</u>	3,074 <u>3,167</u>	3,228 <u>3,325</u>	3,389 <u>3,491</u>
Public Safety Custodian	(1)	*	2,400 <u>2,472</u>	2,520 <u>2,596</u>	2,646 <u>2,726</u>	2,778 <u>2,862</u>	2,917 <u>3,005</u>	3,063 <u>3,155</u>
Police Officer	(31) ⁴ <u>(37)</u> ²	*	5,009 <u>5,159</u>	5,259 <u>5,417</u>	5,522 <u>5,688</u>	5,798 <u>5,972</u>	6,088 <u>6,271</u>	6,240 <u>6,428</u>
Police Trainee	*	*	2,351 <u>2,422</u>	2,469 <u>2,543</u>	2,592 <u>2,670</u>	2,722 <u>2,804</u>	2,858 <u>2,944</u>	3,001 <u>3,091</u>
Admin Clerk	(4)							
Admin Clerk II	*	*	3,086 <u>3,179</u>	3,241 <u>3,338</u>	3,403 <u>3,505</u>	3,573 <u>3,680</u>	3,752 <u>3,864</u>	3,940 <u>4,057</u>
Admin Clerk I	*	*	2,589 <u>2,667</u>	2,719 <u>2,800</u>	2,855 <u>2,940</u>	2,998 <u>3,087</u>	3,148 <u>3,241</u>	3,305 <u>3,403</u>

¹ ***The 8th Police Sergeant to be filled after the six (6) Measure H Police Officers are hired.***

² The Police Trainee position may be filled in lieu of Police Officer positions. The total number of Police Officers and Police Trainees shall not exceed the total number authorized for Police Officer.

* Comment: Promotions to skill levels within the Admin Clerk job classifications are made by the Police Chief with concurrence of the City Manager.

SEC. 4004 PART TIME & ELECTED EMPLOYEE CLASSIFICATIONS

Public Works Department -- Hourly Salary

<u>EMPLOYEE CLASSIFICATION</u>		<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Admin Clerk		12.00	12.60	13.23	13.89	14.59	14.95
	<u>Jan 1, 2020</u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>	<u>16.20</u>
Recreation Assistant		12.00	12.60	13.23	13.89	14.59	14.95
	<u>Jan 1, 2020</u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>	<u>16.20</u>

SEC. 4004 PART TIME & ELECTED EMPLOYEE CLASSIFICATIONS - Continued

Public Safety Department -- Hourly Salary

<u>EMPLOYEE CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Maintenance Worker	12.00	12.60	13.23	13.89	14.59	14.95
	<u><i>Jan 1, 2020</i></u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>
Police Officer	21.00	22.05	23.15	24.31	25.53	26.16
Code Enforcement Officer	18.00	18.90	19.85	20.84	21.88	22.43
Fire Fighter	15.11	15.87	16.66	17.49	18.37	18.83
Dispatcher	14.10	14.81	15.55	16.32	17.14	17.57
Admin Clerk	12.00	12.60	13.23	13.89	14.59	14.95
	<u><i>Jan 1, 2020</i></u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>
Custodian	12.00	12.60	13.23	13.89	14.59	14.95
	<u><i>Jan 1, 2020</i></u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>
Community Services Officer	12.00	12.60	13.23	13.89	14.59	14.95
	<u><i>Jan 1, 2020</i></u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>

City Hall Division -- Hourly Salary

<u>EMPLOYEE CLASSIFICATION</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Admin Clerk	12.00	12.60	13.23	13.89	14.59	14.95
	<u><i>Jan 1, 2020</i></u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>
Custodian	12.00	12.60	13.23	13.89	14.59	14.95
	<u><i>Jan 1, 2020</i></u>	<u>13.00</u>	<u>13.65</u>	<u>14.33</u>	<u>15.05</u>	<u>15.80</u>

Elected Officials -- Monthly Salary

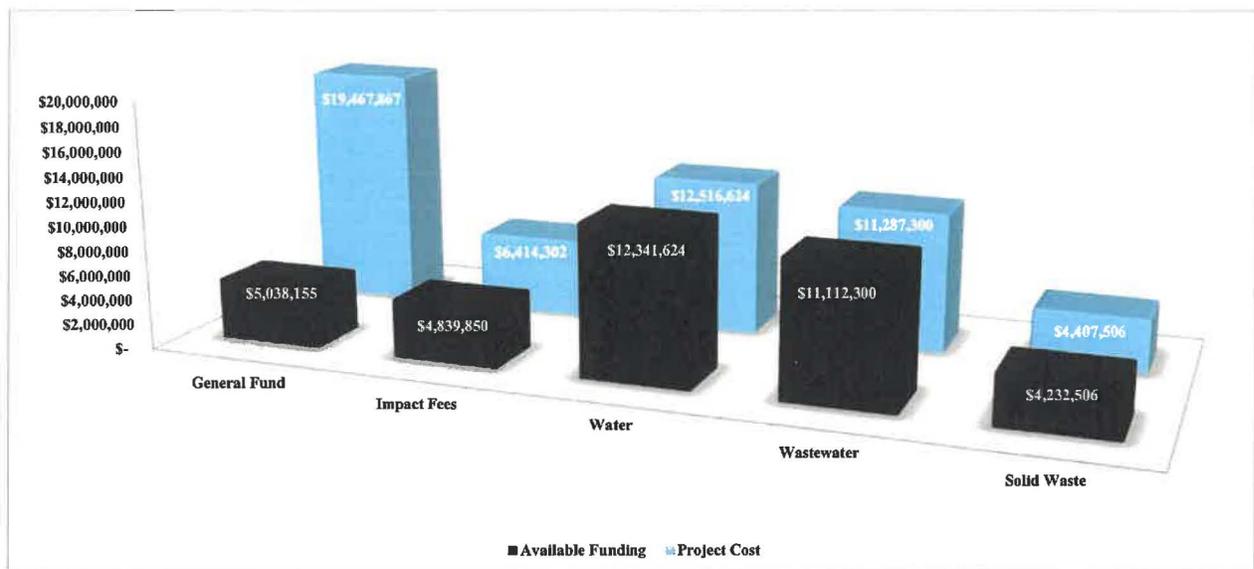
Mayor	400.00 monthly
Council Members	300.00 monthly
City Clerk	100.00 monthly
City Treasurer	100.00 monthly

Exhibit C

CAPITAL IMPROVEMENT PLAN

Summary by Fund

Project Type	Total Project Cost	Prior Year Expenditures	Fiscal Year					Available Funding
			2020	2021	2022	2023	2024	
General Fund	\$ 17,201,182	\$ 942,374	\$ 1,309,778	\$ 419,318	\$ 25,000	\$ 25,000	\$ 50,000	\$ 2,771,470
Measure H - Police	\$ 883,185	\$ -	\$ 378,185	\$ 205,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 883,185
Measure H - Fire	\$ 517,000	\$ -	\$ 117,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 517,000
Measure H - Recreation	\$ 866,500	\$ -	\$ 25,500	\$ -	\$ 78,000	\$ 245,000	\$ 518,000	\$ 866,500
Impact Fees - City Hall	\$ 786,802	\$ 286,802	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 786,802
Water Administration	\$ 187,254	\$ 5,760	\$ 6,494	\$ -	\$ -	\$ -	\$ -	\$ 12,254
Wastewater Administration	\$ 187,254	\$ 5,760	\$ 6,494	\$ -	\$ -	\$ -	\$ -	\$ 12,254
Solid Waste Administration	\$ 187,254	\$ 5,760	\$ 6,494	\$ -	\$ -	\$ -	\$ -	\$ 12,254
Measure P - Police	\$ 21,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Measure P - Fire	\$ 2,130,447	\$ 70,447	\$ 766,000	\$ 16,000	\$ 16,000	\$ 6,000	\$ 6,000	\$ 880,447
Impact Fees - Police	\$ 2,000,000	\$ 125,203	\$ 1,550,345	\$ -	\$ -	\$ -	\$ -	\$ 1,675,548
Impact Fees - Fire	\$ 2,530,000	\$ -	\$ -	\$ 680,000	\$ 600,000	\$ -	\$ -	\$ 1,280,000
Traffic Safety	\$ 80,000	\$ -	\$ 60,000	\$ 20,000	\$ -	\$ -	\$ -	\$ 80,000
Streets - Charge Out	\$ 1,022,000	\$ -	\$ 355,000	\$ 262,000	\$ 170,000	\$ 100,000	\$ 135,000	\$ 1,022,000
CMAQ/RSTP	\$ 360,743	\$ 64,000	\$ 296,743	\$ -	\$ -	\$ -	\$ -	\$ 360,743
Measure V	\$ 5,569,000	\$ 49,000	\$ 2,370,000	\$ 75,000	\$ 1,500,000	\$ 75,000	\$ 1,500,000	\$ 5,569,000
Impact Fees - Traffic	\$ 200,000	\$ -	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ 200,000
Impact Fees - Comm Center	\$ 557,500	\$ -	\$ 557,500	\$ -	\$ -	\$ -	\$ -	\$ 557,500
Water	\$ 12,329,370	\$ 674,784	\$ 2,381,586	\$ 5,548,000	\$ 917,000	\$ 898,000	\$ 1,910,000	\$ 12,329,370
Wastewater - Collections	\$ 9,206,401	\$ 1,815	\$ 1,604,586	\$ 2,930,000	\$ 2,381,000	\$ 1,977,000	\$ 312,000	\$ 9,206,401
Wastewater - Treatment	\$ 1,893,645	\$ 1,713	\$ 401,932	\$ 1,275,000	\$ 165,000	\$ -	\$ 50,000	\$ 1,893,645
Solid Waste	\$ 3,466,607	\$ 1,114,560	\$ 562,047	\$ 1,510,000	\$ 30,000	\$ 90,000	\$ 160,000	\$ 3,466,607
Solid Waste-Street Sweeping	\$ 753,645	\$ 1,713	\$ 376,932	\$ -	\$ 375,000	\$ -	\$ -	\$ 753,645
Airport	\$ 2,910,800	\$ -	\$ 172,900	\$ 1,600,000	\$ 350,000	\$ 630,000	\$ 157,900	\$ 2,910,800
Fleet	\$ 13,345	\$ 1,713	\$ 11,632	\$ -	\$ -	\$ -	\$ -	\$ 13,345
LB Park Development	\$ 340,000	\$ -	\$ 340,000	\$ -	\$ -	\$ -	\$ -	\$ 340,000
Assessment Districts	\$ 1,615,743	\$ 257,000	\$ 334,243	\$ 130,000	\$ 298,000	\$ 198,000	\$ 398,500	\$ 1,615,743
IT Services	\$ 384,578	\$ 77,303	\$ 100,947	\$ 93,328	\$ 55,000	\$ 32,000	\$ 26,000	\$ 384,578
Grants	\$ 2,335,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total New Projects	\$ 91,515,255	\$ 3,685,707	\$ 14,592,338	\$ 15,063,646	\$ 7,160,000	\$ 4,476,000	\$ 5,423,400	\$ 50,401,091





City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members

FROM: Stacy Souza Elms, Community and Economic Development
Director
William A. Vaughn, City Attorney
Gary Brizzee, Police Chief

DATE: June 19, 2019

SUBJECT: Taxicab Ordinance

TYPE OF REPORT: Public Hearing

STAFF RECOMMENDATION

Waive the first reading and Introduce Ordinance _____ An Ordinance of the City Council of the City of Los Banos Amending and Restating Chapter 13, Title 11 of the Los Banos Municipal Code.

BACKGROUND

The State of California sets minimum regulations for operators of taxicabs, which local jurisdictions must adopt into their local ordinances. In Los Banos, the Municipal Code regulates taxicabs in Title 11 Chapter 13 (Taxicabs), and the Community and Economic Development Department and the Police Department conducts licensing and enforcement. Los Banos Municipal Code (LBMC) Title 11, Chapter 13 (Taxicabs) regulates taxicab franchises to promote driver and passenger safety and risk reduction. The last update to the City's Taxicab Ordinance was in June of 2000.

Previously, state law required every city or county to adopt a resolution or ordinance regarding taxicab transportation service. Taxicab companies and drivers were subject to the local laws of each city in which they operated, requiring multiple licenses and fees for each jurisdiction where they provided taxicab services. This model created barriers for market entry and made it difficult for taxicab companies to compete with other for-hire modes of transportation like Uber and Lyft.

In October 2017, the State of California enacted into law Assembly Bill 1069 (AB 1069, Low), a bill that redirected regulatory authority for taxicabs from individual cities and towns to counties and regional authorities, establishing a statewide regulatory scheme for driver eligibility and vehicle safety by amending Section 53075.5 of the Government Code, adding sections 53075.51, 53075.52 and 53075.53 of the Government Code, and amending Section 1808.1 of the Vehicle Code. In September 2018, the State of California enacted Assembly Bill 939 (AB 939, Low) to additionally clarify portions of AB 1069. These laws went into effect on January 1, 2019.

AB 1069 creates a regional regulatory scheme throughout the state. In the absence of a regional authority, these new laws will allow a taxicab company to obtain a permit in the city or jurisdiction in which it is substantially located. (Currently, Merced County does not have an established regional taxicab permitting authority.) This change in state law will obligate a taxicab company to obtain a permit in only one jurisdiction and will prohibit cities from requiring an additional local taxicab permit if a taxicab is operating with a lawfully issued permit from a jurisdiction within the same county.

In addition, AB 939 also imposes updated requirements for safety, drug and alcohol testing and increased penalties for noncompliance.

AB 1069 and AB 939 went into effect on January 1, 2019, and as a result, the City must revise its existing ordinance related to taxicab regulation to align with the new state law. A summary of the provisions of AB 1069/AB 939 is attached. The proposed ordinance conforms the City's taxicab regulations to those required by AB 1069 and AB 939.

DISCUSSION

The attached proposed revisions to Title 11, Chapter 13 implement modifications due to recent changes in state law. Key changes include:

- Adding definitions from new state law
- Conforms to new state law to allow a taxicab business and driver to obtain a permit in jurisdictions in which they are "substantially located," as defined by state law.
- Outlines an application process for taxicab businesses and drivers.
- Streamlines the permitting process to allow for an over the counter administrative permit instead of through a public hearing process.
- Sets forth criteria and a process for denial, revocation, and suspension of a taxicab business and driver permits including an appeal process.

- Sets forth reasonable permit conditions for taxicab business and driver permits.
- Establishes a controlled substance and alcohol testing program for drivers.
- Requires minimum limits of \$1,000,000 in liability insurance with the city as an additional insured.
- Requires an indemnification agreement indemnifying the City from third party lawsuits.

FISCAL IMPACT

None.

ENVIRONMENTAL REVIEW

The action being considered does not require review under the California Environmental Quality Act (CEQA) because it can be seen with certainty that there is no possibility that it may have an impact on the environment. (CEQA Guidelines Section 15061(b)(3))

REVIEWED BY



Alex Terrazas, City Manager

ATTACHMENTS

1. Proposed Ordinance
2. Summary of AB 1069/AB 939
3. Assembly Bill 1069
4. Assembly Bill 939
5. Overview: Taxicab Administration Changes
6. Current Los Banos Ordinance
7. Current Resolution re: taxicab fares



City of
Los Banos
At the Crossroads of California

**COMMUNITY AND ECONOMIC DEVELOPMENT
DEPARTMENT**

Date: June 7, 2019

Regarding: Notice of Public Hearing

Proposal: Taxicab Ordinance

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider amending and restating Chapter 13 of Title 11 of the Los Banos Municipal Code regarding taxicab services.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos City Council on Wednesday, June 19, 2019 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Community and Economic Development Director, at City Hall or at (209) 827-7000, Ext.133.

All persons are invited to be present at the public hearing. Written and oral testimony is invited. Notice is hereby further given that if you challenge the above described Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing per Government Code Section 65009.

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

THE CITY OF LOS BANOS

Stacy Souza Elms
Community and Economic Development Director

ATTACHMENT 1

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AMENDING AND RESTATING CHAPTER 13,
TITLE 11 OF THE LOS BANOS MUNICIPAL CODE**

WHEREAS, Government Code Section 53075.5 requires every city and county to protect the public health, safety and welfare by adopting an ordinance concerning the provision of taxicab services; to provide a policy for entry into the business of providing taxicab services; to establish maximum rates for the provision of such services; and for such other matters as determined by the legislative body; and,

WHEREAS, the City Council desires to provide for the orderly, efficient, and safe operation of taxicab services within the City of Los Banos; and,

WHEREAS, to modernize the regulation of taxicab transportation services and in order for taxicabs to better compete with all for hire modes of transportation the State amended Government Code Section 53075.5 through Assembly Bill 1069 and Assembly Bill 939 effective January 1, 2019; and,

WHEREAS, Chapter 13 of Title 11 of the Los Banos Municipal Code currently regulates taxicab businesses and drivers that are operating within the City of Los Banos; and

WHEREAS, the City Council desires to amend Chapter 13 of Title 11 to update local taxicab regulations in order to comply with the new state law mandates of Assembly Bill 1069 and Assembly Bill 939.

NOW THEREFORE, The City Council of the City of Los Banos ordains as follows:

Section 1. Title 11, Chapter 13 of the Los Banos Municipal Code is hereby amended to read as follows:

Chapter 13 TAXICAB PERMITS

Sec. 11-13.010 Purpose.

State law requires every city or county to adopt an ordinance or resolution in regards to taxicab transportation services, which include, among others, a policy for entry into the business, establishment of registration rates, and mandatory controlled substance and alcohol testing programs. In October 2017, Assembly Bill 1069 was enacted to modernize the regulation of taxicab transportation services in order for taxicabs to better compete with all for hire modes of transportation. In September, 2018, Assembly Bill 939 was subsequently enacted imposing additional duties on local governments related to taxicab transportation services. This Ordinance establishes a

permitting process and regulatory structure consistent with the requirements of Assembly Bill 1069 and Assembly Bill 939.

Sec. 11-13.020 Application of chapter.

The permit requirements of this chapter apply to:

(a) Taxicab businesses that are substantially located within the City of Los Banos; and

(b) Taxicab drivers of a taxicab business that is substantially located within the City of Los Banos.

Sec. 11-13.030 Definitions.

For the purposes of this chapter, the following words and phrases are as defined in this section:

"Certificate of inspection" means a City provided form signed by an authorized agent of an automotive repair establishment that is certified by the National Institute for Automotive Service Excellence or a facility registered with the Bureau of Automotive Repair, dated no more than thirty (30) days before the date the application is submitted to the Director and which indicates whether a certain vehicle has met the criteria set forth on the form. Items to be inspected may include condition of exterior, interior and mechanical functions.

"City" means the City of Los Banos.

"Controlled substance and alcohol certificate" means a City provided form signed by the employing taxicab business that attests that each taxicab driver has tested negative for each of the controlled substances specified in Part 40 of Title 49 of the Code of Federal Regulations, before employment and as a condition of permit renewal; in the case of self-employed independent drivers, it means that such test results are directly reported to the Police Chief.

"County" means the County of Merced.

"Director" means the Community and Economic Development Director or the Director's designee.

"Drive a taxicab" means to drive a taxicab that picks up passengers within the City but does not include driving a taxicab that only discharges passengers picked up outside the City or that travels through the City without picking up or discharging passengers, provided the taxicab company's principal place of business is not within the City.

"Police Chief" means the Chief of Police of the City, or the Police Chief's designee.

"Prearranged trip" means a trip using an online enabled application, dispatch, or Internet website.

"Substantially located" means a taxicab business that meets either of the following criteria: (1) the primary business address is located within the City; or (2) the total number of prearranged and non-prearranged trips that originate in the City account for the largest share of the taxicab business's total number of trips within the County over the past calendar year as determined annually.

"Taxicab" means every motor vehicle: (1) designed for carrying not more than eight (8) persons, excluding the driver; (2) of a distinct color or commercial appearance used in the business of carrying passengers for hire; and (3) which is hired by the passenger and the destination and route of which are under the control of the passenger being carried. This definition excludes vehicles subject to regulation by the California Public Utilities Commission.

"Taxicab business" means a person, sole proprietorship, company, firm, association, corporation, partnership or other entity that operates a taxi service consisting of one or more taxicabs within the city limits of the City of Los Banos.

"Taxicab driver" means every person that drives a taxicab, whether as an employee, an independent contractor, or a self-employed person.

"Trip data documentation" means documentation as determined by the Director that substantiates that the total number of prearranged and non-prearranged trips that originate within the City account for the largest share of the taxicab business' total number of trips in the County over the previous calendar year.

Sec. 11.13.040 Business license required.

Every taxicab business substantially located within the City must obtain a business license under Section 11-1.103 of this Code. The City will not issue a business license until the required permits have been obtained under this chapter.

Sec. 11.13.050 Taxicab Business and Taxicab Driver permits required; notice of change in location.

(a) Except as otherwise provided in this chapter, no taxicab business that is substantially located in the City, may operate or permit the operation of a taxicab as a vehicle for hire, unless the taxicab business obtains, and continues to maintain, a current and valid taxicab business permit issued by the City.

(b) Except as otherwise provided in this chapter, no taxicab driver may drive a taxicab for a taxicab business that is substantially located in the City, unless the taxicab

driver obtains, and continues to maintain, a current and valid taxicab driver permit issued by the City.

(c) A taxicab business shall notify the City no less than six (6) months prior to changing its substantial location from another jurisdiction to the City in accordance with Government Code section 53075.52.

Sec. 11-13.060 Taxicab Business permit application.

(a) A taxicab business desiring to obtain a permit must submit a permit application to the Director.

(b) The application must be signed under penalty of perjury and must include all the following:

1. The name, age, business address, residence of the applicant, if a natural person; or if a corporation, its name, date and place of incorporation, address of its principal place of business and the names of its principal officers, with their respective addresses; or if a partnership, association or unincorporated company, the names of the partners, or the persons comprising the association or company, with the place of business and residence of each partner or person.
2. The make, model, vehicle identification number and license plate number of each taxicab owned or leased by the taxicab business to be used in the City.
3. A certificate of inspection for each taxicab to be used in the City.
4. The street number and exact location from which each vehicle is to be operated.
5. A schedule of the rates of fares to be charged for carrying passengers. Rates may not exceed the maximum amount, if any, set by resolution of the City Council.
6. Whether or not the applicant has had any similar permit revoked by any agency or board, city, county or state, and if so, the circumstances of the revocation.
7. The color scheme, name, monogram or insignia which the applicant proposes to use. The color scheme, name, monogram or insignia to be used upon the taxicab may not conflict with or imitate any color scheme, name, monogram or insignia used by another taxicab business in a manner so as to be misleading, or tend to deceive or defraud the public.
8. For a taxicab business receiving a permit in 2019 or a new taxicab business thereafter, a primary business address in the City will initially satisfy the trip data

documentation requirement. A taxicab business must begin collection of trip data during its first year of operation.

9. A valid Department of Motor Vehicles registration for each taxicab to be used in the City showing that each vehicle is registered as a commercial vehicle.

10. A controlled substance and alcohol certificate for each taxicab driver; however, in the case of a self-employed, independent driver, the test results will be reported directly to the Police Chief.

11. Certificate of insurance and endorsements as required by this chapter.

12. Such further information as the Director or Police Chief may require.

13. The permit fee in an amount set by resolution of the City Council.

Sec. 11-13.070 Taxicab Business permit; Issuance/denial; duration; transferability.

(a) Upon receipt of an application for a taxicab business permit, the Director will forward the application to the Police Chief. The Police Chief will investigate and advise the Director whether a taxicab business permit may be issued if the Police Chief finds that the applicant has complied with all the applicable requirements of this chapter. If the Police Chief or Director finds that all applicable requirements have not been satisfied, then the permit may be denied.

(b) A taxicab business permit issued pursuant to this chapter remains in effect for one calendar year, unless revoked or renewed.

(c) A taxicab business permit may not be transferred.

(d) A taxicab business permit does not constitute a permit to drive a taxicab. Any person who wishes to drive a taxicab must also obtain a taxicab driver permit.

Sec. 11-13.070 Taxicab Driver permit application.

(a) A taxicab driver desiring to obtain a permit must submit a permit application to the Director.

(b) The application must be signed under penalty of perjury and must include all the following:

1. A letter from a prospective taxicab business substantially located in the City offering employment to the applicant as a taxicab driver, whether as an independent contractor or as an employee; a letter from a taxicab business

substantially located in the City stating that the applicant is employed as a taxicab driver, whether as an independent contractor or as an employee; or a written statement from the applicant that he/she seeks to be a self-employed taxicab driver substantially located in the City.

2. Written proof of a negative controlled substance and alcohol test in accordance with the provisions of Section 11-13.080.

3. The name, date of birth, address, and telephone number of the applicant.

4. The names and addresses of the applicant's employers during the preceding three (3) years.

5. A statement or proof that the applicant has not been convicted of reckless driving, driving under the influence or a hit and run offense, within in the past five (5) years.

6. Proof that the applicant holds a valid Class 0 or Class 3 driver's license, a copy of which will be made by the City.

7. Two (2) photographs of the applicant at least two inches (2") by two inches (2") taken within four (4) months preceding the date of the application.

8. The business license or permit history of the applicant during the preceding ten (10) years, including whether such applicant has ever had any license or permit issued by any agency or board, city, county or state revoked or suspended, or has had any professional or vocational license or permit revoked or suspended and the reason (s) for the revocation (s).

9. All criminal arrests and statement of the dates, places, and disposition of any convictions from such arrests.

10. Completed, within thirty (30) days of the application, City provided live scan request form signed by live scan operator.

11. Such additional information as the Director or Police Chief may require.

12. The permit fee in an amount set by resolution of the City Council.

Sec. 11-13.080 Controlled substance and alcohol testing program.

(a) Every taxicab driver permit applicant either initial or renewal, must pass, with negative results, a controlled substance and alcohol test, in accordance with Government Code section 53075.5(b)(3), as may be amended from time to time. The results from a controlled substance and alcohol test for an applicant that is a self-employed independent driver must be reported directly to the Police Chief and made

part of the application, and the Police Chief will notify the taxicab business of record of any positive results. All other results must be reported directly to the employing taxicab business, who must immediately notify the Police Chief of positive results. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.

(b) Testing procedures must be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver must show a valid California driver's license at the time and place of testing, and except as provided otherwise in Government Code Section 53075.5(b)(3).

(c) The controlled substance and alcohol test may be taken no more than thirty (30) days before the date the application is filed for a new permit.

(d) If any taxicab driver permit holder or applicant has taken a controlled substance or alcohol test with positive results, the taxicab business must immediately report such results to the Director.

(e) The taxicab business or self-employed independent driver will be responsible for all costs of the tests.

(f) The test results are confidential and will not be released without the consent of the tested driver or applicant, except as authorized by state or federal law, or required by a court order.

(g) No evidence derived from a positive test result under this section will be admissible in a criminal prosecution concerning unlawful possession, sale, or distribution of controlled substances.

(h) The City will provide the applicant with a list of testing providers certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that are in or near the City and known to the City.

Sec. 11-13.090 Taxicab driver permit—issuance/denial.

After reviewing the taxicab driver permit application, the Director will forward the application to the Police Chief. The Police Chief will investigate, conduct a background check, and inform the Director that a driver permit may be granted if the Police Chief finds that the applicant has complied with all the applicable requirements of this chapter. If the Police Chief or Director finds that any of the applicable requirements of this chapter have not been satisfied by the applicant, the application may be denied.

Sec. 11-13.100 Notice to applicants.

(a) The Director will give written notice to the applicant for a taxicab driver permit or a taxicab business permit that the application is granted or denied. If the application

is denied, the Director will include in such notice a statement of the grounds on which the application is denied.

(b) A taxicab driver permit will include the name of the permittee, a photograph of the permittee, the name of the employer, a statement that the permit is subject to the conditions imposed by Section 11-13.120 and the requirement that the permittee return the permit to the Director upon termination of the permittee's employment.

(c) A taxicab business permit will include the name of the permittee and a statement that the permit is subject to the conditions imposed by Section 11-13.110.

Sec. 11-13.110 Conditions of taxicab business permit.

Every person or entity issued a taxicab business permit shall comply with the following conditions:

(a) Display on the exterior of each taxicab the name or trademark of the person under whose authority the taxicab is being operated.

(b) Display on the left hand, bottom corner of the rear window, the City-issued decal for the current calendar year.

(c) Display on both exterior sides, exterior front, and exterior rear of each vehicle the taxicab business City assigned taxicab number.

(d) Display on both exterior sides and exterior rear of each taxicab the dispatch phone number of the taxicab business.

(e) Affix to each vehicle a top light to identify the vehicle as a taxicab.

(f) Display in the interior of each taxicab the sign required by California Vehicle Code section 27908.

(g) Adhere to the conditions set forth below regarding registration of taxicab service fares, fees and rates:

1. The taxicab business may set fares or charge a flat rate. The taxicab business may use any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code. If fares are calculated by meter, the meter must be sealed, visible to passengers at all times, and currently registered and inspected by a County of Merced Weights and Measures official.

2. The taxicab business must disclose fares, fees, or rates to the customer. A taxicab business may satisfy this requirement by disclosing fares, fees, or rates on its Internet website, mobile telephone application, or telephone orders upon request by the customer.

3. The taxicab business must notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, within an application of a mobile telephone, device, or other Internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

4. A taxicab business may not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex, or any characteristic listed or defined in Section 11135 of the Government Code.

5. Collect from taxicab passengers only the amounts disclosed to the customer, plus any tip that the passenger offers.

6. Upon request give a receipt to any passenger after the driver has received full payment for a fare.

7. Notify the Director of any changes in rates or fares prior to such change taking effect.

(h) Obtain for each taxicab and keep in force during the term of the permit, public liability and bodily injury insurance as required by Section 11-13.150 of this chapter. Submit to the Director a current certificate of insurance.

(i) Obtain and keep in force during the term of the permit, worker's compensation insurance, covering all employees of the permittee. Submit to the Director a current certificate of insurance.

(j) Possess a valid City business license.

(k) Maintain each taxicab in safe operating condition, good repair, clean and sanitary condition, and in compliance with the California Vehicle Code.

(l) Participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code to regularly check the driving records of all taxicab drivers.

(m) Maintain a safety education and training program in effect for all taxicab drivers.

(n) Maintain a disabled access education and training program to instruct its taxicab drivers on compliance with the Federal Americans with Disabilities Act of 1990 and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.

(o) Obtain and submit to the Director a report no less than every twelve (12) months from the Department of Motor Vehicles for each employed taxicab driver. The taxicab business must verify that each employee's driver's license has not been suspended or revoked, the employee's traffic violation point count, and whether the employee has been convicted of a violation of California Vehicle Code section 23152 or 23153.

(p) Obtain and submit to the Director a current report showing a prospective taxicab driver's current public record as recorded by the Department of Motor Vehicles. For purposes of this subsection, a report is current if it was issued less than thirty (30) days prior to the date the taxicab business employs the taxicab driver.

(q) Notify the Director immediately when any vehicle not described in the application for the permit is placed in service as a taxicab and submit the information about the vehicle and the certificate of inspection required by the application form.

(r) Notify the Director immediately on termination of a taxicab driver's employment. The taxicab driver permit will become void upon termination of the driver's employment.

(s) Require that each taxicab driver have a valid California driver's license and a valid City-issued taxicab driver permit.

(t) Comply with any other reasonable conditions imposed by the Director or Police Chief.

Sec. 11-13.120 Conditions of taxicab driver permit.

Every person who is issued a taxicab driver permit shall comply with the following conditions:

(a) Display the driver's photo permit in the taxicab in a place conspicuous from the passenger area.

(b) Take the most direct route possible which will carry the passenger safely and expeditiously to his/her destination.

(c) Grant the person engaging the taxicab exclusive right to the full and complete use of the passenger compartment.

(d) Immediately report a lost or stolen permit to the Director.

(e) Not allow any person to use or duplicate their permit. If a permit is found to be used by another individual, it will be considered a violation of this chapter unless the permit was previously reported as lost or stolen as provided in this section.

(f) If the taxicab driver is self-employed, comply with all the conditions of the taxicab business permit set forth in Section 11-13.110.

(g) Return the permit to the Director immediately upon termination of employment or self-employment. A taxicab driver permit will become void upon termination of employment or self-employment.

(h) Comply with any other reasonable permit condition imposed by the Director or the Police Chief.

Sec. 11-13.130 Annual permit renewal.

(a) Taxicab driver and taxicab business permits will continue in effect for the remainder of the calendar year in which they are issued, unless revoked or modified as provided in Section 11-13.140; provided, however, that taxicab driver permits will automatically become void on termination of employment or self-employment as a taxicab driver. A taxicab driver or taxicab business permit issued in the last quarter of a calendar year will continue in effect for the remainder of the calendar year in which it is issued, and for the next calendar year.

(b) Permittees must submit to the Director applications to renew taxicab driver and taxicab business permits for following calendar years, together with fees for the renewal and any changes in the information provided in the initial application or a previous renewal application. In addition, an applicant for renewal of a taxicab business permit must submit evidence that required insurance will be in effect for the new calendar year, a new certificate of inspection for each taxicab, and new trip data documentation for the prior calendar year. In addition, an applicant for renewal of a taxicab driver permit must submit proof of a negative test for controlled substances and alcohol as required by the City's controlled substance and alcohol certification program, a new photograph, and provide a document issued by the Department of Motor Vehicles, dated no more than ten (10) days before the application is submitted, showing that the applicant holds a valid, current California driver's license.

(c) The Director will refer to the Police Chief completed applications for renewal of taxicab driver and taxicab business permits. The Police Chief and the Director will process and grant or deny the applications for renewal as provided in Sections 11-13.060 - 11-13.100.

(d) Applications for renewal of taxicab driver and taxicab business permit must be submitted by December 1 of each year to allow sufficient time for processing before the current permit expires on December 31.

Sec. 11-13.140 Permit—Suspension/modification/revocation.

(a) A taxicab business permit or taxicab driver permit may be revoked or suspended or additional conditions imposed for failure of the permittee to comply with applicable laws, regulations and conditions, based on matters occurring after the permit is issued or on matters not considered at the time of issuance of the permit that would have authorized denial of the permit or the imposition of conditions on the permit.

(b) The Police Chief may file with the Director a written request for revocation, suspension or modification of a taxicab business permit or taxicab driver permit, stating facts showing that the permittee has not complied with applicable laws, regulations or permit conditions, has had a subsequent arrest, or poses a danger to public safety, and recommending that the permit be revoked or suspended or in what respect the permit should be conditioned.

(c) On receiving the request, the Director must mail to the permittee a notice that the permit is recommended for revocation, suspension or conditioning in a specific manner and stating the reasons for that recommendation. The notice must inform the permittee that the recommendation will be adopted, and the permittee will be deemed to concur with the recommendation if the permittee does not make a written request for a hearing in the manner provided in Section 11-13.190 of this chapter.

Sec. 11-13.150 Insurance required.

(a) It is unlawful for an taxicab business or taxicab driver to operate a taxicab unless there is in full force and effect a commercial automobile insurance policy of insurance in form as the City Attorney deems proper, executed by an insurance carrier company authorized to conduct business in the State of California and with an A.M. Best rating of at least A:VII or better, whereby the taxicab business and taxicab driver of each of the taxicabs operated under the permit are insured against liability for damage to property and for injury to or death of any person as a result of the ownership, operation or other use such taxicab vehicle.

(b) The minimum liability limits upon each taxicab vehicle shall not be less than one million dollars (\$1,000,000) combined single limit for bodily injury to or death of any persons and for damages to or destruction of property in any one accident. Such policy of insurance shall contain an endorsement providing that the policy shall not be canceled or materially modified until notice in writing has been given to the City, at least thirty (30) days immediately prior to the time such cancellation becomes effective. Further, such policy of insurance shall name the City, its officers, agents and employees as additional insured by separate endorsement. Any deviations from these requirements must be approved in writing by the City manager.

(c) Additionally, a taxicab business and taxicab driver shall indemnify, defend and hold harmless the City, its officers, agents and employees from claims arising from or alleged to arise from the negligence of the taxicab business or taxicab driver.

Sec. 11-13.150 Schedule of fares.

(a) The City Council may by resolution set the maximum amount of fares to be charged by a taxicab business.

(b) If the City Council has adopted a maximum fare schedule, no taxicab business or taxicab driver may impose a charge for the use of such taxicab other than that specified in the schedule of fares on file with the City Clerk.

(c) A taxicab business may file a written application with the City Clerk requesting a hearing before the City Council to increase the maximum fares. Such hearing will be scheduled no less than fifteen (15) days and no more than sixty (60) days from the date of the application. The application must contain the applicant's reasons and justification for the increase.

Sec. 11-13.160 Stands.

(a) Designation. The Council may, by resolution, locate and designate taxicab stands which, when so established, shall be appropriately designated "Taxis Only."

(b) Use. It is unlawful for the owner, driver, or operator of any taxicab to permit such taxicab to remain parked, while awaiting employment, except in a regularly established taxicab stand; provided, however, taxicabs may park in any available parking space when actually engaged in loading or unloading passengers.

Sec. 11-13.170 Right to inspections.

All taxicab permittees, drivers and other employees must submit taxicab vehicles, vehicle registration, proof of insurance, schedule of rates, meter calibration results, driver permits, and proof of alcohol and drug compliance records to the Director or Chief of Police or designee upon request. Any taxi found to be in an unsafe condition must be taken out of service immediately, and stay out of service until repaired.

All deficiencies found shall be corrected in the time frame given by the inspecting official.

Taxi service is a form of public transportation and as such it is a reflection on the local community. Therefore the appearance and cleanliness of all local taxis is a matter of public concern. Taxicabs that are found to be unkempt, aesthetically displeasing or offensive shall be cleaned or modified to the satisfaction of the Director or Chief of Police. Failure to comply may lead to license revocation.

Sec. 11-13.180 Violations: Penalties.

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

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

(c) The minimum fine for operating without a permit from the City in which the taxicab business is substantially located shall be five thousand dollars (\$5,000.00) per Government Code 53075.5(h)(9)(i)(2).

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

Sec. 11-13.190 - Appeals.

(a) Except where an appeals or hearing procedure is otherwise set forth in this Chapter, a decision or action of the Director or Police Chief may be appealed by filing a written notice of appeal with the City Clerk, setting forth the specific grounds thereof.

(b) Notice of such appeal shall be filed with the City Clerk within fourteen (14) calendar days after the date written notice of such action appealed from was mailed or personally delivered to the appellant.

(c) The City Clerk shall forthwith set a date for hearing before City Manager or City Manager's designee and shall give the appellant at least five (5) calendar days' notice of the time and place of said hearing.

(d) At such hearing the appellant shall show cause on the grounds specified in the notice of appeal why the action excepted to should not be approved. The City Manager or City Manager's designee, may continue the hearing from time to time. The findings on the appeal shall be final and conclusive in the matter.

Section 2. To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this

Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

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

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

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

Introduced by Council Member _____ and seconded by Council Member _____ on the ____ day of _____, 2019.

Passed on the ____ day of _____, 2019 by the following vote:

AYES: Council Members

NOES:

ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

ATTACHMENT 2

Summary of AB 1069/AB 939 (Low)

Government Code	New Requirement/Language (AB 1069/AB939)
53075.5(h)(9) 53075.52	Taxicab companies shall collect data beginning on January 1, 2018 to determine in what jurisdictions each company and driver is substantially located.
53075.5(b)(1)(B-E)	Driver's permit is void upon termination of employment; owner must notify permitting authority; driver must return permit to permitting authority
53075.5(b)(2)(B)	A taxicab company may use any device approved by the Division of Measurement Standards to calculate fares, including GPS.
53075.5(b)(2)(C) 53075.5(b)(2)(D)	The taxicab company shall disclose fares, fees or rates to the customer, using either a website, telephone application, or telephone order, and shall notify the passenger of the fare prior to the passenger accepting the ride for walkups and street hails. May be on the exterior of the vehicle, within an application or mobile device, or clearly visible in print or electronic form inside the cab.
53075.5(b)(3)(A)	Mandatory controlled substance & alcohol testing certification
53075.5(d)(1)(A-E)	Taxi drivers issued photo permits, required to display in vehicle
53075.5(g)	Taxicab companies shall not prejudice, disadvantage, or require different rates or provide difference service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status, or any characteristic listed or defined in Section 11135 of the Government Code
53075.5(h)(1-9)	Taxicab companies must maintain reasonable financial responsibility to conduct taxicab transportation services in accordance with local ordinances; participate in a DMV pull-notice system to provide notice to the City of adverse driving records; participate in a safety education and training program; and a provide a disabled access education and training program for all drivers. Taxicab companies must obtain a Bureau of Automotive Repair inspection annually for each vehicle Taxicab companies must provide a business office address to the permitting authority Taxicab companies must provide for a fingerprint-based criminal history check & drug/alcohol testing program
53075.5(k)	Defines "employment" to include self-employment as an independent driver; defines "substantially located"; defines "prearranged trip"

ATTACHMENT 3

Assembly Bill No. 1069

CHAPTER 753

An act to amend, repeal, and add Section 53075.5 of, and to add Sections 53075.51, 53075.52, and 53075.53 to, the Government Code, and to amend Section 1808.1 of the Vehicle Code, relating to local government.

[Approved by Governor October 13, 2017. Filed with Secretary of State October 13, 2017.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1069, Low. Local government: taxicab transportation services.

Existing law requires every city or county to adopt an ordinance or resolution in regard to taxicab transportation service and requires each city or county to provide for a policy for entry into the business of providing taxicab transportation service, the establishment or registration of rates for the provision of taxicab transportation service, and a mandatory controlled substance and alcohol testing certification program for drivers, as specified.

Existing law, referred to as the pull-notice system, requires the prospective employer of a driver who drives a specified vehicle to obtain a report showing the driver's current public record as recorded by the Department of Motor Vehicles, as specified. A violation of this provision of the Vehicle Code is a crime.

This bill, commencing January 1, 2019, would limit the applicability of that ordinance or resolution adoption requirement and related provisions to a city or county, including a charter city or charter county, in which a taxicab company is substantially located, and the City and County of San Francisco, regardless of whether a taxicab company is substantially located in the city and county. The bill, with respect to these cities or counties, except for the City and County of San Francisco, would additionally require provisions for the establishment or registration of rates for the provision of taxicab transportation service to meet specified requirements, would require permitted taxicab companies and drivers to comply with various additional specified requirements, including participation in the Department of Motor Vehicles' pull-notice system, would authorize the issuance of inspection stickers or other inspection compliance devices to compliant taxicab companies and the issuance of photo permits to compliant taxi drivers, would prohibit the placement of licensure, permitting, and certification requirements on taxicab companies or drivers that are not substantially located in their jurisdictions, would prohibit taxicab companies and taxicab drivers from operating within a county without a permit from the county or at least one city within the county and authorize a permitted taxicab company to

provide prearranged trips anywhere within the county, and would subject unpermitted taxicab operation to a minimum fine of \$5,000, as specified. By expanding the scope of an existing crime, this bill would impose a state-mandated local program. The bill would provide an airport operator with separate and ultimate authority to regulate taxicab access to the airport and set access fees for taxicabs at the airport.

The bill would define “substantially located” for these purposes and deem a city or county in which a taxicab company or taxicab driver operates as a city or county in which a taxicab company or taxicab driver is substantially located if the city or county enacts a resolution of intention to enter into a joint exercise of powers agreement or join a joint powers authority, or to enter into an agreement with a transit agency, for the purpose of regulating or administering taxicab companies and taxicab drivers. The bill, commencing January 1, 2018, would require taxicab companies and taxicab drivers to collect trip data to determine in what jurisdictions each company and driver are substantially located, and beginning January 1, 2019, would require the trip data collected in the previous 12 months to be provided upon date of renewal to the jurisdictions in which the company and driver are substantially located.

The bill, commencing January 1, 2019, would authorize a city or county, regardless of whether a taxicab company or taxicab driver is substantially located within its jurisdiction, to adopt operating requirements for taxicab companies and taxicab drivers that are not related to permitting or business licensing and to impose civil liability for violation of these ordinances, as specified.

The bill would include findings that the changes proposed by this bill address a matter of statewide concern and is not a municipal affair, and therefore shall apply equally to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for specified reasons.

DIGEST KEY

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

It is the intent of the Legislature in enacting this act:

(a) To modernize the regulation of taxicab transportation services in order for taxicabs to better compete with all for-hire modes of transportation.

(b) To move taxicab permitting from the patchwork of various local requirements to require a permit in the jurisdiction in which taxicab transportation services have the most substantial connection.

(c) To authorize a joint powers authority, as an alternative to regulation by an individual city or county, or a transit agency or countywide transportation agency, upon the approval of its board, to prescribe duties and responsibilities for the regulation of taxicab transportation services.

SEC. 2.

Section 53075.5 of the Government Code is amended to read:

53075.5.

(a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, every city or county shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which is operated within the jurisdiction of the city or county.

(b) Each city or county shall provide for, but is not limited to providing for, the following:

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, all of the following provisions:

(A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.

(B) The driver's permit shall become void upon termination of employment.

(C) The driver's permit shall state the name of the employer.

(D) The employer shall notify the city or county upon termination of employment.

(E) The driver shall return the permit to the city or county upon termination of employment.

(2) The establishment or registration of rates for the provision of taxicab transportation service.

(3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the following requirements:

(i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the city or county shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.

(ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section.

Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.

(iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the pre-employment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

(iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the city or county of positive results.

(v) All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the city or county shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale or distribution of controlled substances.

(c) Each city or county may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.

(d) Nothing in this section prohibits a city or county from adopting additional requirements for a taxicab to operate in its jurisdiction.

(e) For purposes of this section, "employment" includes self-employment as an independent driver.

(f) This section shall remain in effect only until January 1, 2019, and as of that date is repealed.

SEC. 3.

Section 53075.5 is added to the Government Code, to read:

53075.5.

(a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, every city or county in which a taxicab company is substantially located, as defined in subparagraph (B) of paragraph (2) of subdivision (k), shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which are operated within the jurisdiction of the city or county.

(b) Each city or county that adopts an ordinance pursuant to subdivision (a) shall provide for, but is not limited to providing for, the following:

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, all of the following provisions:

(A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.

(B) The driver's permit shall become void upon termination of employment.

(C) The driver's permit shall state the name of the employer.

(D) The employer shall notify the city or county upon termination of employment.

(E) The driver shall return the permit to the city or county upon termination of employment.

(2) The establishment or registration of rates for the provision of taxicab transportation service that meets the following requirements:

(A) The taxicab company may set fares or charge a flat rate. However, a city or county may set a maximum rate.

(B) The taxicab company may use any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code.

(C) The taxicab company shall disclose fares, fees, or rates to the customer. A permitted taxicab company may satisfy this requirement by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request by the customer.

(D) The taxicab company shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, within an application of a mobile telephone, device, or other Internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

(3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the following requirements:

(i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the city or county shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.

(ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.

(iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the preemployment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

(iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the city or county of positive results.

(v) All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the city or county shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale or distribution of controlled substances.

(c) Each city or county may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.

(d) (1) A city or county may issue to a taxicab company that complies with all provisions of this section and Section 53075.52, and with all applicable local ordinances or resolutions of that city or county, an inspection sticker or other inspection compliance device. A city or county shall issue to a taxi driver that complies with all provisions of this section and Section 53075.52, and with all applicable local ordinances or resolutions of that county, a photo permit, and that driver is required to display that photo permit in a place visible to a passenger.

(2) A city or county may accept a taxicab company or driver permit issued by another city or county as valid, and may issue to that taxicab company or driver an inspection sticker or photo permit that authorizes that taxicab company or driver to operate within the county.

(e) A city or county shall not require a taxicab company or driver to obtain a business license, service permit, car inspection certification, or driver permit, or to comply with any requirement under this section or Section 53075.52, unless the company or driver is substantially located within the jurisdiction of that city or county.

(f) A permitted taxicab company may provide prearranged trips anywhere within the county in which it has obtained a permit under subdivision (a).

(g) A permitted taxicab company shall not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex, or any characteristic listed or defined in Section 11135 of the Government Code.

(h) A permitted taxicab company shall do all of the following:

(1) Maintain reasonable financial responsibility to conduct taxicab transportation services in accordance with the requirements of an ordinance adopted pursuant to subdivision (a).

(2) Participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code to regularly check the driving records of all taxicab drivers, whether employees or contractors.

(3) Maintain a safety education and training program in effect for all taxicab drivers, whether employees or contractors.

(4) Maintain a disabled access education and training program to instruct its taxicab drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.

(5) Maintain its motor vehicles used in taxicab transportation services in a safe operating condition, and in compliance with the Vehicle Code and obtain a Bureau of Automotive Repair inspection annually.

(6) Provide the city or county that has issued a permit under this article an address of an office or terminal where documents supporting the factual matters specified in the showing required by this subdivision may be inspected by the permitting city or county.

(7) Provide for a taxicab driver fingerprint-based criminal history check and a drug and alcohol testing program pursuant to paragraph (3) of subdivision (b).

(8) Comply with all provisions of an ordinance adopted pursuant to subdivision (a).

(9) Provide documentation in the format required by an ordinance adopted pursuant to subdivision (a) substantiating that 50 percent or more of the revenues from fares of the taxicab company or driver are generated from within a specific jurisdiction.

(i) (1) It shall be unlawful to operate a taxicab without a valid permit to operate issued by each jurisdiction in which the taxicab company or driver is substantially located.

(2) The minimum fine for violation of paragraph (1) shall be five thousand dollars (\$5,000) and may be imposed administratively by the permitting city or county.

(j) (1) A taxicab company or a taxicab driver shall not operate within a county unless the company and the driver are substantially located in at least one city within that county or the unincorporated area of the county.

(2) (A) Notwithstanding paragraph (2) of subdivision (k), a city or county shall be deemed to have a taxicab company or taxicab driver substantially located within its jurisdiction if the company or driver operates within the jurisdiction of the city or county and the city or county has enacted a resolution of intention to do either of the following:

(i) Enter into a joint exercise of powers agreement or join a joint powers authority for the purpose of regulating or administering taxicab companies and taxicab drivers.

(ii) Enter into an agreement with a transit agency for the purpose of regulating or administering the taxicab companies and taxicab drivers.

(B) A city or county that is deemed to have a taxicab company or taxicab driver substantially located within its jurisdiction pursuant to subparagraph (A) shall not issue permits or require business licenses except through an agreement or joint powers authority.

(k) For purposes of this section:

(1) "Employment" includes self-employment as an independent driver.

(2) (A) A taxicab company or taxicab driver is substantially located within the jurisdiction where the primary business address of the company or driver is located. A taxicab company or taxicab driver is also substantially located in the jurisdiction within a single county in which trips originating in that jurisdiction account for the largest share of that company or driver's total number of trips within that county over the past year and determined every five years thereafter.

(B) A taxicab company or taxicab driver may be substantially located in more than one jurisdiction.

(3) "City or county" includes a charter city or charter county, but does not include the City and County of San Francisco.

(4) "Prearranged trip" means trip using an online enabled application, dispatch, or Internet Web site.

(l) Notwithstanding any other provision of this section, an airport operator shall have separate and ultimate authority to regulate taxicab access to the airport and set access fees for taxicabs at the airport.

(m) Nothing in this section, or Section 53075.51, 53075.52, or 53075.53 shall affect the authority of a jurisdiction to regulate taxi access to an airport it owns or operates and to set access fees or requirements.

(n) This section shall become operative on January 1, 2019.

SEC. 4.

Section 53075.51 is added to the Government Code, to read:

53075.51.

(a) Any city or county, regardless of whether a taxicab company or driver is substantially located within its jurisdiction as defined in Section 53075.5, may adopt, by ordinance, operating requirements for taxicab companies and taxicab drivers that do not relate to permitting or business licensing, including, but not limited to, all of the following:

(1) Limits on the number of taxicab service providers that may use taxi stand areas or pickup street hails within that city's or county's jurisdiction. If a city or county chooses to limit the number of taxis that use the stand areas or pick up street hails, the city or county shall identify those vehicles with a window sticker and shall not establish additional requirements or costs to the taxis beyond that authorized by Section 53075.5 or this section.

(2) Requirements on a taxicab service provider to provide services in a manner that provides equal accessibility for all populations within a jurisdiction.

(3) Other public health, safety, or welfare ordinances relating to taxicabs.

(b) Compliance with requirements adopted pursuant to subdivision (a) shall not be a condition for issuance of a permit.

(c) A city or county may administratively impose civil liability for violation of ordinances adopted pursuant to this section. The minimum fine for violation of ordinances relative to this section shall be one hundred dollars (\$100) and shall not exceed one thousand dollars (\$1,000). Civil liability imposed pursuant to this section shall be paid to the city or county where the violation occurred and expended solely for the purposes of this chapter.

(d) This section shall become operative on January 1, 2019.

SEC. 5.

Section 53075.52 is added to the Government Code, to read:

53075.52.

Beginning January 1, 2018, taxicab companies and taxicab drivers shall collect trip data to determine in what jurisdictions each company and driver are substantially located. Beginning January 1, 2019, the trip data collected in the previous 12 months shall be provided upon date of renewal to the jurisdictions in which the taxicab company and taxicab driver are substantially located, as defined in Section 53075.5.

SEC. 6.

Section 53075.53 is added to the Government Code, to read:

53075.53.

(a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, the City and County of San Francisco shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which is operated within its jurisdiction.

(b) The City and County of San Francisco shall provide for, but is not limited to providing for, the following:

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, all of the following provisions:

(A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.

(B) The driver's permit shall become void upon termination of employment.

(C) The driver's permit shall state the name of the employer.

(D) The employer shall notify the City and County of San Francisco upon termination of employment.

(E) The driver shall return the permit to the City and County of San Francisco upon termination of employment.

(2) The establishment or registration of rates for the provision of taxicab transportation service.

(3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the following requirements:

(i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the City and County of San Francisco shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.

(ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.

(iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the preemployment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

(iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the City and County of San Francisco of positive results.

(v) All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the City and County of San Francisco shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale, or distribution of controlled substances.

(c) The City and County of San Francisco may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.

(d) Nothing in this section prohibits the City and County of San Francisco from adopting additional requirements for a taxicab to operate in its jurisdiction.

(e) For purposes of this section, "employment" includes self-employment as an independent driver.

(f) This section shall become operative on January 1, 2019.

SEC. 7.

Section 1808.1 of the Vehicle Code is amended to read:

1808.1.

(a) The prospective employer of a driver who drives a vehicle specified in subdivision (k) shall obtain a report showing the driver's current public record as recorded by the department. For

purposes of this subdivision, a report is current if it was issued less than 30 days prior to the date the employer employs the driver. The report shall be reviewed, signed, and dated by the employer and maintained at the employer's place of business until receipt of the pull-notice system report pursuant to subdivisions (b) and (c). These reports shall be presented upon request to an authorized representative of the Department of the California Highway Patrol during regular business hours.

(b) The employer of a driver who drives a vehicle specified in subdivision (k) shall participate in a pull-notice system, which is a process for the purpose of providing the employer with a report showing the driver's current public record as recorded by the department, and any subsequent convictions, failures to appear, accidents, driver's license suspensions, driver's license revocations, or any other actions taken against the driving privilege or certificate, added to the driver's record while the employer's notification request remains valid and uncanceled. As used in this section, participation in the pull-notice system means obtaining a requester code and enrolling all employed drivers who drive a vehicle specified in subdivision (k) under that requester code.

(c) The employer of a driver of a vehicle specified in subdivision (k) shall, additionally, obtain a periodic report from the department at least every 12 months. The employer shall verify that each employee's driver's license has not been suspended or revoked, the employee's traffic violation point count, and whether the employee has been convicted of a violation of Section 23152 or 23153. The report shall be signed and dated by the employer and maintained at the employer's principal place of business. The report shall be presented upon demand to an authorized representative of the Department of the California Highway Patrol during regular business hours.

(d) Upon the termination of a driver's employment, the employer shall notify the department to discontinue the driver's enrollment in the pull-notice system.

(e) For the purposes of the pull-notice system and periodic report process required by subdivisions (b) and (c), an owner, other than an owner-operator as defined in Section 34624, and an employer who drives a vehicle described in subdivision (k) shall be enrolled as if he or she were an employee. A family member and a volunteer driver who drives a vehicle described in subdivision (k) shall also be enrolled as if he or she were an employee.

(f) An employer who, after receiving a driving record pursuant to this section, employs or continues to employ as a driver a person against whom a disqualifying action has been taken regarding his or her driving privilege or required driver's certificate, is guilty of a public offense, and upon conviction thereof, shall be punished by confinement in a county jail for not more than six months, by a fine of not more than one thousand dollars (\$1,000), or by both that confinement and fine.

(g) As part of its inspection of bus maintenance facilities and terminals required at least once every 13 months pursuant to subdivision (c) of Section 34501, the Department of the California Highway Patrol shall determine whether each transit operator, as defined in Section 99210 of the Public Utilities Code, is then in compliance with this section and Section 12804.6, and shall certify each operator found to be in compliance. Funds shall not be allocated pursuant to Chapter 4 (commencing with Section 99200) of Part 11 of Division 10 of the Public Utilities Code to a

transit operator that the Department of the California Highway Patrol has not certified pursuant to this section.

(h) (1) A request to participate in the pull-notice system established by this section shall be accompanied by a fee determined by the department to be sufficient to defray the entire actual cost to the department for the notification service. For the receipt of subsequent reports, the employer shall also be charged a fee established by the department pursuant to Section 1811. An employer who qualifies pursuant to Section 1812 shall be exempt from any fee required pursuant to this section. Failure to pay the fee shall result in automatic cancellation of the employer's participation in the notification services.

(2) A regularly organized fire department, having official recognition of the city, county, city and county, or district in which the department is located, shall participate in the pull-notice program and shall not be subject to the fee established pursuant to this subdivision.

(3) The Board of Pilot Commissioners for Monterey Bay and the Bays of San Francisco, San Pablo, and Suisun, and its port agent shall participate in the pull-notice system established by this section, subject to Section 1178.5 of the Harbors and Navigation Code, and shall not be subject to the fees established pursuant to this subdivision.

(i) The department, as soon as feasible, may establish an automatic procedure to provide the periodic reports to an employer by mail or via an electronic delivery method, as required by subdivision (c), on a regular basis without the need for individual requests.

(j) (1) The employer of a driver who is employed as a casual driver is not required to enter that driver's name in the pull-notice system, as otherwise required by subdivision (a). However, the employer of a casual driver shall be in possession of a report of the driver's current public record as recorded by the department, prior to allowing a casual driver to drive a vehicle specified in subdivision (k). A report is current if it was issued less than six months prior to the date the employer employs the driver.

(2) For the purposes of this subdivision, a driver is employed as a casual driver when the employer has employed the driver less than 30 days during the preceding six months. "Casual driver" does not include a driver who operates a vehicle that requires a passenger transportation endorsement.

(k) This section applies to a vehicle for the operation of which the driver is required to have a class A or class B driver's license, a class C license with any endorsement issued pursuant to Section 15278, a class C license issued pursuant to Section 12814.7, or a certificate issued pursuant to Section 12517, 12519, 12520, 12523, 12523.5, or 12527, a passenger vehicle having a seating capacity of not more than 10 persons, including the driver, operated for compensation by a charter-party carrier of passengers or passenger stage corporation pursuant to a certificate of public convenience and necessity or a permit issued by the Public Utilities Commission, or a permitted taxicab company as described in Section 53075.51 of the Government Code.

(l) This section shall not be construed to change the definition of "employer," "employee," or "independent contractor" for any purpose.

(m) A motor carrier who contracts with a person to drive a vehicle described in subdivision (k) that is owned by, or leased to, that motor carrier, shall be subject to subdivisions (a), (b), (c), (d), (f), (j), (k), and (l) and the employer obligations in those subdivisions.

(n) Reports issued pursuant to this section, but only those for a driver of a taxicab engaged in transportation services as described in subdivision (a) of Section 53075.5 of the Government Code, shall be presented upon request, during regular business hours, to an authorized representative of the administrative agency responsible for issuing permits to taxicab transportation services pursuant to Section 53075.5 of the Government Code.

SEC. 8.

The Legislature finds and declares that taxicabs face a substantial competitive disadvantage due to the numerous and differing requirements from city to city while all other modes of for-hire transportation are regulated by one statewide entity, and, therefore, the regulation of taxicab transportation services and taxi cab service providers is an issue of statewide concern and not a municipal affair, as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this act shall apply to charter cities.

SEC. 9.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act or because costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

ATTACHMENT 4

Assembly Bill No. 939

CHAPTER 472

An act to amend Sections 53075.5, 53075.51, and 53075.52 of the Government Code, relating to local government.

[Approved by Governor September 18, 2018. Filed with Secretary of State September 18, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

AB 939, Low. Local government: taxicab transportation services.

(1) Existing law, commencing on January 1, 2019, requires every city or county in which a taxicab is substantially located to adopt an ordinance or resolution in regard to taxicab transportation service and requires each city or county to provide for a policy for entry into the business of providing taxicab transportation service, the establishment or registration of rates for the provision of taxicab transportation service, and a mandatory controlled substance and alcohol testing certification program for drivers. Existing law similarly authorizes the City and County of San Francisco, regardless of whether or not a taxicab company is substantially located within that city and county. Existing law prohibits a city or county from requiring a taxicab company or driver to comply with specified local regulations, unless that taxicab company or driver is substantially located within that city or county. Existing law prohibits a taxicab company or a taxicab driver from operating within a county unless the company and driver are substantially located in at least one city within that county or the unincorporated area of that county. Existing law authorizes a permitted taxicab company to arrange prearranged trips anywhere within the county in which it has obtained a permit.

This bill would, instead, require each city or county in which a taxicab company is substantially located to adopt an ordinance or resolution in regards to taxicab transportation service, that includes provisions for a permitting program for taxicab drivers, and would provide that it is unlawful to operate a taxicab company without a valid permit to operate issued by each city or county in which the taxicab company is substantially located. The bill would remove the prohibition on a taxicab company or a taxicab driver from operating within a county unless the company and driver are substantially located in at least one city within that county or the unincorporated area of that county. The bill would authorize a taxicab company permitted by a city or a county to arrange prearranged trips anywhere within that county. The bill would define "permitted taxicab company" for these purposes to mean a taxicab service provider that obtains all necessary permits required by these provisions, and to include a taxicab driver if a taxicab company consists of only one driver.

(2) Existing law requires a permitted taxicab company to comply with certain requirements, including that it be subject to an annual inspection by the Bureau of Automotive Repair.

This bill would, instead, require a permitted taxicab company to be subject to an annual inspection by the city or county in which it is substantially located, at a facility that is certified by the National Institute for Automotive Service Excellence or a facility registered with the Bureau of Automotive Repair.

(3) Existing law deems a city or county in which a taxicab company operates as a city or county in which a taxicab company driver is substantially located if the city or county enacts a resolution of intention to enter into a joint exercise of powers agreement or join a joint powers authority, or to enter into an agreement with a transit agency, for the purpose of regulating or administering taxicab companies.

This bill would, instead, authorize a city or county to enter into an agreement with another city or county to form a joint powers authority, or to enter into an agreement with a transit agency, for the purpose of regulating or administering taxicab companies and taxicab drivers, as applicable, that are substantially located within the jurisdictional boundaries of that entity.

(4) Existing law defines the term “substantially located” for these purposes to mean that the taxicab company has a primary business address within that jurisdiction, or that trips originating within that jurisdiction account for the largest share of the company’s total number of trips within the county within the past year, and determined every 5 years thereafter. Existing law requires a taxicab company to collect specified data in order to determine what jurisdiction that company is substantially located in.

This bill would modify the test to specify that a taxicab company is substantially located within a city or county if that company has a primary business address within the jurisdiction of that entity, or if the total number of prearranged and nonprearranged trips that originate within that city’s or county’s jurisdiction account for the largest share of the taxicab company’s total number of trips within each county where the taxicab company operated over the previous calendar year, as determined annually. The bill would establish a modified test for a taxicab company that initiates taxicab operations after January 1, 2019, in a county in which that company had not previously operated, by providing that for the first year of its operation the taxicab company is substantially located only in the jurisdiction in which it has a primary business address, and from that point forward would provide that the general substantially located test described above applies to determine whether the taxicab company is substantially located in a jurisdiction. The bill would make conforming changes to that effect.

The bill would require a taxicab company that changes from being substantially located in one city or county to another to notify the new city or county 6 months before making that change.

(5) By imposing additional duties on local governments, this bill would impose a state-mandated local program.

(6) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

DIGEST KEY

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

BILL TEXT

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Section 53075.5 of the Government Code, as added by Section 3 of Chapter 753 of the Statutes of 2017, is amended to read:

53075.5.

(a) Notwithstanding Chapter 8 (commencing with Section 5351) of Division 2 of the Public Utilities Code, every city or county in which a taxicab company is substantially located, as defined in paragraph (5) of subdivision (k), shall protect the public health, safety, and welfare by adopting an ordinance or resolution in regard to taxicab transportation service rendered in vehicles designed for carrying not more than eight persons, excluding the driver, which are operated within the jurisdiction of the city or county.

(b) Each city or county that adopts an ordinance pursuant to subdivision (a) shall provide for, but is not limited to providing for, the following in that ordinance:

(1) A policy for entry into the business of providing taxicab transportation service. The policy shall include, but need not be limited to, a permitting program for taxicab drivers that includes all of the following provisions:

(A) Employment, or an offer of employment, as a taxicab driver in the jurisdiction, including compliance with all of the requirements of the program adopted pursuant to paragraph (3), shall be a condition of issuance of a driver's permit.

(B) The driver's permit shall become void upon termination of employment.

(C) The driver's permit shall state the name of the employer.

(D) The employer shall notify the city or county upon termination of employment.

(E) The driver shall return the permit to the city or county upon termination of employment.

(2) The establishment or registration of rates for the provision of taxicab transportation service that meets the following requirements:

(A) The taxicab company may set fares or charge a flat rate. However, the city or county may set a maximum rate.

(B) The taxicab company may use any type of device or technology approved by the Division of Measurement Standards to calculate fares, including the use of Global Positioning System metering, provided that the device or technology complies with Section 12500.5 of the Business

and Professions Code and with all regulations established pursuant to Section 12107 of the Business and Professions Code.

(C) The taxicab company shall disclose fares, fees, or rates to the customer. A permitted taxicab company may satisfy this requirement by disclosing fares, fees, or rates on its Internet Web site, mobile telephone application, or telephone orders upon request by the customer.

(D) The taxicab company shall notify the passenger of the applicable rate prior to the passenger accepting the ride for walkup rides and street hails. The rate may be provided on the exterior of the vehicle, within an application of a mobile telephone, device, or other Internet-connected device, or be clearly visible in either print or electronic form inside the taxicab.

(3) (A) A mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the following requirements:

(i) Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the city or county shall designate. As used in this section, a negative test for alcohol means an alcohol screening test showing a breath alcohol concentration of less than 0.02 percent.

(ii) Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and followup testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.

(iii) A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the preemployment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.

(iv) In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the city or county of positive results.

(v) All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.

(vi) Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their

employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and followup testing.

(vii) Upon the request of a driver applying for a permit, the city or county shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the jurisdiction.

(B) No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale, or distribution of controlled substances.

(c) Each city or county may levy service charges, fees, or assessments in an amount sufficient to pay for the costs of carrying out an ordinance or resolution adopted in regard to taxicab transportation services pursuant to this section.

(d) (1) The city or county may issue to a taxicab company that complies with all provisions of this section and Section 53075.52, and with all applicable local ordinances or resolutions of that city or county, an inspection sticker, photo permit, or other inspection compliance device. A taxicab driver shall display the applicable inspection sticker, photo permit, or other inspection compliance device in a place visible to a passenger.

(2) A city or county may accept a taxicab company or driver permit issued by another city or county as valid, and may issue to that taxicab company an inspection sticker or photo permit that authorizes that taxicab company or driver to operate within the county.

(e) A city or county shall not require a taxicab company or driver to obtain a business license, service permit, car inspection certification, or driver permit, or to comply with any requirement under this section or Section 53075.52, unless the company or driver is substantially located within the jurisdiction of that city or county.

(f) A taxicab company permitted by a city or county may provide prearranged trips anywhere within that county.

(g) A permitted taxicab company shall not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex, or any characteristic listed or defined in Section 11135 of the Government Code.

(h) A permitted taxicab company shall do all of the following:

(1) Maintain reasonable financial responsibility to conduct taxicab transportation services in accordance with the requirements of an ordinance adopted pursuant to subdivision (a).

(2) Participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code to regularly check the driving records of all taxicab drivers, whether employees or contractors.

(3) Maintain a safety education and training program in effect for all taxicab drivers, whether employees or contractors.

(4) Maintain a disabled access education and training program to instruct its taxicab drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.

(5) Maintain its motor vehicles used in taxicab transportation services in a safe operating condition, and in compliance with the Vehicle Code, subject to annual inspection by the city or county in which it is substantially located, at a facility that is certified by the National Institute for Automotive Service Excellence or a facility registered with the Bureau of Automotive Repair.

(6) Provide the city or county that has issued a permit under this article an address of an office or terminal where documents supporting the factual matters specified in the showing required by this subdivision may be inspected by the permitting city or county.

(7) Provide for a taxicab driver fingerprint-based criminal history check and a drug and alcohol testing program pursuant to paragraph (3) of subdivision (b).

(8) Comply with all provisions of an ordinance adopted pursuant to subdivision (a).

(9) Provide documentation and trip data in the format required by an ordinance adopted pursuant to subdivision (a) substantiating that the total number of prearranged and nonprearranged trips that originate within that city's or county's jurisdiction account for the largest share of the taxicab company's total number of trips over the applicable time period described in clause (ii) of subparagraph (A) or subclause (II) of clause (ii) of subparagraph (B) of paragraph (5) of subdivision (k).

(i) (1) It shall be unlawful to operate a taxicab without a valid permit to operate issued by each city or county in which the taxicab company is substantially located.

(2) The minimum fine for violation of paragraph (1) shall be five thousand dollars (\$5,000) and may be imposed administratively by the permitting city or county.

(j) (1) Notwithstanding paragraph (5) of subdivision (k), a city or county may do either of the following:

(A) Enter into an agreement with any other city or county to form a joint powers authority for the purpose of regulating or administering taxicab companies and taxicab drivers that are substantially located within the jurisdictional boundaries of the joint powers authority. For purposes of this clause, a taxicab company is substantially located within the jurisdictional boundaries of the joint powers authority if it is substantially located within one of the parties to the joint powers agreement.

(B) Enter into an agreement with a transit agency for the purpose of regulating or administering the taxicab companies substantially located within the jurisdictional boundaries of the transit agency. For purposes of this clause, a taxicab company is substantially located within the jurisdictional boundaries of the transit agency if it is substantially located within the city or county that enters into an agreement pursuant to this clause, and the transit agency may exercise

all powers granted to the city or county that is a party to the agreement by this section in order to regulate or administer taxicab companies within those boundaries.

(2) A city or county that forms a joint powers authority, or enters into an agreement with a transit agency, to regulate or administer taxicab companies pursuant to paragraph (1) shall not issue permits or require business licenses except as consistent with the terms of that agreement.

(k) For purposes of this section and Sections 53075.51 and 53075.52:

(1) "City or county" includes a charter city or charter county, but does not include the City and County of San Francisco.

(2) "Employment" includes self-employment as an independent driver.

(3) "Permitted taxicab company" means a taxicab service provider that obtains all necessary permits required by this article, and includes a taxicab driver if a taxicab company consists of only one driver.

(4) "Prearranged trip" means trip using an online enabled application, dispatch, or Internet Web site.

(5) (A) "Substantially located" means in reference to a city or county that the taxicab company meets either of the following:

(i) Has its primary business address within that city's or county's jurisdiction.

(ii) The total number of prearranged and nonprearranged trips that originate within that city's or county's jurisdiction account for the largest share of the taxicab company's total number of trips within each county where the taxicab company operated over the previous calendar year, as determined annually.

(B) Notwithstanding subparagraph (A), "substantially located" means, for a taxicab company that initiates taxicab operations after January 1, 2019, in reference to a city or county in which that company had not operated before January 1, 2019, the following:

(i) In the first year of its operation, the jurisdiction where that company has its primary business address.

(ii) After the first year of operation, it meets the test described in subparagraph (A).

(C) A taxicab company may be substantially located in more than one jurisdiction.

(l) Notwithstanding any other provision of this section, an airport operator shall have separate and ultimate authority to regulate taxicab access to the airport and set access fees for taxicabs at the airport.

(m) Nothing in this section, or Section 53075.51, 53075.52, or 53075.53 shall affect the authority of a jurisdiction to regulate taxi access to an airport it owns or operates and to set access fees or requirements.

(n) This section shall become operative on January 1, 2019.

SEC. 2.

Section 53075.51 of the Government Code is amended to read:

53075.51.

(a) Any city or county, regardless of whether a taxicab company is substantially located within its jurisdiction as defined in Section 53075.5, may adopt, by ordinance, operating requirements for taxicab companies and taxicab drivers that do not relate to permitting or business licensing, including, but not limited to, all of the following:

(1) Limits on the number of taxicab companies that may use taxi stand areas or pickup street hails within that city's or county's jurisdictional boundaries. If a city or county chooses to limit the number of taxis that use the stand areas or pick up street hails, the city or county shall identify those vehicles with a window sticker and shall not establish additional requirements or costs to the taxis beyond that authorized by Section 53075.5 or this section.

(2) Requirements on a taxicab company to provide services in a manner that provides equal accessibility for all populations within the jurisdictional boundaries of the city or county.

(3) Other public health, safety, or welfare ordinances relating to taxicabs.

(b) Compliance with requirements adopted pursuant to subdivision (a) shall not be a condition for issuance of a permit.

(c) A city or county may administratively impose civil liability for violation of ordinances adopted pursuant to this section. The minimum fine for violation of ordinances relative to this section shall be one hundred dollars (\$100) and shall not exceed one thousand dollars (\$1,000). Civil liability imposed pursuant to this section shall be paid to the city or county where the violation occurred and expended solely for the purposes of this chapter.

(d) This section shall become operative on January 1, 2019.

SEC. 3.

Section 53075.52 of the Government Code is amended to read:

53075.52.

Beginning January 1, 2018, taxicab companies shall collect data that demonstrates the total number of prearranged and nonprearranged trips that originate within a particular local jurisdiction for the purpose of determining where that taxicab company is substantially located, and shall provide that data to the city or county in which it is substantially located, consistent with paragraph (9) of subdivision (h) of Section 53075.5. Beginning January 1, 2019, the trip data collected in the previous 12 months shall be provided upon date of renewal to the city or county in which the taxicab company is substantially located. If a taxicab company changes from being substantially located in one city or county to another, the taxicab company shall notify the new city or county six months before making that change and shall comply with the requirements of subparagraph (B) of paragraph (5) of subdivision (k) of Section 53075.5.

SEC. 4.

No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service

charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

ATTACHMENT 5



OVERVIEW:

Taxicab Administration Changes

Overview of recent changes to Government Code Sections 53075.5 – 53075.9, relating to local government taxi administration.

9/18/2018



*I. Taxicab Regulating Entities**II. Taxicab Company Permits**III. Taxicab Driver Permits**IV. Definitions***I. Taxicab Regulating Entities**

1. A city or county that has a taxicab company substantially located within its jurisdiction must provide regulations for taxicab service.
 - a. A taxicab company is substantially located in a city or county if that taxicab company's business address is located in that city or county's jurisdiction or if most of the taxicab company's rides originate within that city or county's jurisdiction.
 - b. A city or county is authorized to require a taxicab company to obtain a permit only if the taxicab company is substantially located within its jurisdiction.
2. Cities or Counties that have taxicab companies substantially located within their jurisdiction may:
 - a. Elect to enter into an agreement with another city or county to regulate taxicab companies substantially located within their jurisdiction.
 - b. Enter into an agreement with a transit agency to regulate taxicab companies substantially located within their jurisdiction.
 - c. Elect to form a Joint Powers Authority with other cities or counties to regulate taxicab companies substantially located within their jurisdiction. For purposes of this option, a taxicab company is substantially located within the jurisdictional boundaries of the joint powers authority if it is substantially located within one of the parties to the joint powers agreement.
 - i. A city or county that forms a joint powers authority, or enters into an agreement with a transit agency, or enters into an agreement with another city or county to regulate or administer taxicab companies shall not require permits or require business licenses except as consistent with the terms of that agreement.
3. An airport operator shall have separate and ultimate authority to regulate taxicab access to the airport and set access fees for taxicabs at the airport.
4. Nothing in these regulations shall affect the authority of a jurisdiction to regulate taxicab access to an airport it owns or operates and to set access fees or requirements.
5. These regulations shall become operative on January 1, 2019.
6. As of January 1, 2019 any city or county, regardless of whether a taxicab company is substantially located within its jurisdiction, may adopt, by ordinance, specific regulations for taxicab companies and taxicab drivers that do not relate to permitting or business licensing. These may include, but not be limited to, all of the following:
 - a. Limits on the number of taxicab companies that may use taxicab stand areas or pickup street hails within that city or county's jurisdictional boundaries. If a city or county chooses to limit the number of taxicabs that use the stand areas or pickup street hails, the city or county shall identify those vehicles with a

- window sticker and shall not establish additional requirements or costs to the taxicabs beyond that authorized by the state Government Code.
- b. Require taxicab companies to provide services in a manner that provides equal accessibility for all populations within the jurisdictional boundaries of the city or county.
 - c. Other public health, safety, or welfare ordinances relating to taxicabs.
 - d. Compliance with regulations adopted shall not be a condition for issuance of a permit.
 - e. A city or county may administratively impose civil liability for violation of regulations. The minimum fine for violation of taxicab ordinances shall be one hundred dollars (\$100) and shall not exceed one thousand dollars (\$1,000). Civil liability imposed pursuant to this section shall be paid to the city or county where the violation occurred and expended solely for the purposes of taxicab regulation.

II. Taxicab Company Permits

1. A taxicab company permitted by a city or county may provide prearranged trips anywhere within that county.
2. A city or county may accept a taxicab company permit issued by another city or county as valid, and may issue to that taxicab company an inspection sticker that authorizes that taxicab company to operate within the county.
3. A city or county shall not require a taxicab company to obtain a business license, service permit, car inspection certification, or to comply with any requirement unless the taxicab company is substantially located within the jurisdiction of that city or county.
4. Permitted taxicab vehicles must be inspected annually by a facility registered with the Bureau of Automotive Repair or a facility certified by the National Institute for Automotive Service Excellence.
5. If a taxicab company changes the city or county in which it is substantially located the taxicab company must inform the new city or county six months prior to making the change.
6. A taxicab company may set rates and fares and may use flat rate pricing. A city or county may set a maximum.
7. A taxicab company may use GPS or any device authorized by the state to calculate fares.
8. A permitted taxicab company shall not prejudice, disadvantage, or require different rates or provide different service to a person because of race, national origin, religion, color, ancestry, physical disability, medical condition, occupation, marital status or change in marital status, sex, or any characteristic listed or defined in Section 11135 of the Government Code.
9. A permitted taxicab company shall do all of the following:
 - a. Maintain reasonable financial responsibility to conduct taxicab transportation services.
 - b. Participate in the pull-notice program pursuant to Section 1808.1 of the Vehicle Code to regularly check the driving records of all taxicab drivers, whether employees or contractors.

- c. Maintain a safety education and training program in effect for all taxicab drivers, whether employees or contractors.
 - d. Maintain a disabled access education and training program to instruct its taxicab drivers on compliance with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and amendments thereto, and state disability rights laws, including making clear that it is illegal to decline to serve a person with a disability or who has a service animal.
 - e. Maintain its motor vehicles used in taxicab transportation services in a safe operating condition, and in compliance with the vehicle Code, subject to annual inspection by the city or county in which it is substantially located, at a facility that is certified by the National Institute for Automotive Service Excellence or a facility registered with the Bureau of Automotive Repair.
 - f. Provide the city or county that has issued a permit under this article an address of an office or terminal where the required documents may be inspected by the permitting city or county.
 - g. Provide for a taxicab driver fingerprint-based criminal history check and a drug and alcohol testing program for drivers that are direct employees.
 - h. Comply with all provisions of an ordinance.
 - i. Provide documentation and trip data in a format determined by its regulating entity substantiating that the total number of prearranged and non-prearranged trips that originate within that city's or county's jurisdiction account for the largest share of the taxicab company's total number of trips. By January 1, 2019, the taxicab company shall provide this data for the previous calendar year, and annually thereafter, to establish the city or county in which it is substantially located.
10. It shall be unlawful to operate a taxicab without a valid permit to operate issued by each city or county in which the taxicab company is substantially located.
- a. The minimum fine for operating without a permit from the city or county in which a taxicab company is substantially located shall be five thousand dollars (\$5,000) and may be imposed administratively by the permitting city or county.
11. Beginning January 1, 2018, taxicab companies shall collect data that demonstrates the total number of prearranged and non-prearranged trips that originate within a particular local jurisdiction for the purpose of determining where that taxicab company is substantially located, and shall provide that data to the city or county in which it is substantially located. Beginning January 1, 2019, the trip data collected in the previous 12 months shall be provided upon date of renewal to the city or county in which the taxicab company is substantially located. If a taxicab company changes from being substantially located in one city or county to another, the taxicab company shall notify the new city or county six months before making that change.

III. Taxicab Driver Permits

A city or county may accept a taxicab company or driver permit issued by another city or county as valid, and may issue to that taxicab company an inspection sticker or photo permit that authorizes that taxicab company or driver to operate within the county.

A city or county shall not require a taxicab driver to obtain a business license, or driver permit, or to comply with any requirement under these regulations, unless the driver is substantially located within the jurisdiction of that city or county.

The following are conditions of the issuance of the taxicab driver's permit:

1. A taxicab driver permitted by a city or county may provide prearranged trips anywhere within that county.
2. A city or county may accept a taxicab driver permit issued by another city or county as valid, and may issue to that taxicab driver a photo permit that authorizes that taxicab driver to operate.
3. The driver must obtain an offer of employment prior to applying for a taxicab driver permit.
4. A taxicab driver shall display a photo permit issued by the city or county in a place visible to a passenger.
5. Employment or an offer of employment, as a taxicab driver in the jurisdiction.
6. The driver's permit shall state the name of the employer.
7. The employer shall notify the city or county upon termination of employment.
8. The driver shall return the permit to the city or county upon termination of employment.
9. All drivers must participate in a mandatory controlled substance and alcohol testing certification program. The program shall include, but need not be limited to, all of the following requirements:
 - a. Drivers shall test negative for each of the controlled substances specified in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, before employment. Drivers shall test negative for these controlled substances and for alcohol as a condition of permit renewal or, if no periodic permit renewals are required, at such other times as the city or county shall designate. As used in this section, a negative test for alcohol means an alcohol-screening test showing a breath alcohol concentration of less than 0.02 percent.
 - b. Procedures shall be substantially as in Part 40 (commencing with Section 40.1) of Title 49 of the Code of Federal Regulations, except that the driver shall show a valid California driver's license at the time and place of testing, and except as provided otherwise in this section. Requirements for rehabilitation and for return-to-duty and follow up testing and other requirements, except as provided otherwise in this section, shall be substantially as in Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations.
 - c. A test in one jurisdiction shall be accepted as meeting the same requirement in any other jurisdiction. Any negative test result shall be accepted for one year as meeting a requirement for periodic permit renewal testing or any other periodic testing in that jurisdiction or any other jurisdiction, if the driver has not tested positive subsequent to a negative result. However, an earlier negative result shall not be accepted as meeting the pre-employment testing requirement for any subsequent employment, or any testing requirements under the program other than periodic testing.
 - d. In the case of a self-employed independent driver, the test results shall be reported directly to the city or county, which shall notify the taxicab leasing

- company of record, if any, of positive results. In all other cases, the results shall be reported directly to the employing transportation operator, who may be required to notify the city or county of positive results.
- e. All test results are confidential and shall not be released without the consent of the driver, except as authorized or required by law.
 - f. Self-employed independent drivers shall be responsible for compliance with, and shall pay all costs of, this program with regard to themselves. Employing transportation operators shall be responsible for compliance with, and shall pay all costs of, this program with respect to their employees and potential employees, except that an operator may require employees who test positive to pay the costs of rehabilitation and of return-to-duty and follow up testing.
 - g. Upon the request of a driver applying for a permit, the city or county shall give the driver a list of the consortia certified pursuant to Part 382 (commencing with Section 382.101) of Title 49 of the Code of Federal Regulations that the city or county knows offer tests in or near the jurisdiction.
10. No evidence derived from a positive test result pursuant to the program shall be admissible in a criminal prosecution concerning unlawful possession, sale, or distribution of controlled substances.
 11. The driver's permit shall become void upon termination of employment.

IV. Definitions

1. Taxicab vehicles: vehicles designed for carrying no more than eight persons excluding the driver, which are operated in the city or county in order to provide taxicab transportation services.
2. City or county: this includes a charter city or charter county, but does not include the City and County of San Francisco.
3. Employment: includes self-employment as an independent driver.
4. Prearranged trip: a trip using an online enabled application, phone dispatch, or Internet Web site.
5. Substantially located: In reference to a city or county that the taxicab company meets either of the following:
 - a. Has its primary business address within that city's or county's jurisdiction.
 - b. The total number of prearranged and non-prearranged trips that originate within that city's or county's jurisdiction account for the largest share of the taxicab company's total number of trips over the previous calendar year, as determined annually.
 - c. A taxicab company that initiates taxi operations after January 1, 2019, in reference to a city or county in which that company had not operated before January 1, 2019, the following:
 1. In the first year of its operation, the jurisdiction where that taxicab company has its primary business address.
 2. After the first year of operation, it meets either of the following: the test described in a. or b.
 - d. A taxicab company may be substantially located in more than one jurisdiction.

ATTACHMENT 6

Chapter 13 TAXICABS

Sec. 11-13.01 Licenses: Required.

Every person maintaining a public automobile service, other than a regularly prescribed and established bus route, for transporting passengers by automobile within the City, or inside and outside the City but where the transportation begins within the City, shall obtain a taxicab license. (§ 1, Ord. 165, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.02 Licenses: Granting: Hearings: Public convenience and necessity required.

No taxicab license shall be granted to any person until a hearing has been held thereon, conducted in accordance with such rules and regulations as may from time to time be prescribed therefor by the Council, and until the Council shall have determined that the public convenience and necessity require the operation proposed by the applicant for such license. The Council, in determining whether or not the public convenience and necessity exists, shall take into consideration the public demand for such service, the adequacy or inadequacy of taxicab service being rendered by other persons, the effect of such service upon traffic, the financial responsibility of the applicant, the amount of wages to be paid to employees, the character of equipment proposed to be furnished, and any and all other facts which the Council may deem relevant. (§ 6, Ord. 165, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.03 Licenses: Taxes.

The license tax for the operation of a taxicab business in the City shall be as set forth in Chapter 11-1 of this title. (§ 5, Ord. 165, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.04 Licenses: Revocation.

In the event of a wilful violation of any of the provisions of this chapter by a licensee, or by an employee of a licensee with the consent and/or approval of the licensee, the taxicab license of such licensee may be revoked by the Council upon one day's notice thereof being served upon the licensee or left at the licensee's address of record. (§ 9, Ord. 165, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.05 Drivers identification cards.

Every driver operating a taxicab pursuant to a taxicab license issued by the City shall procure and at all times carry on his or her person an identification card which shall be issued in accordance with the policies of the Police Department and signed by the Chief of Police.

Applicants for taxicab driver permits must submit fees for the permit as listed in the City's fee schedule. Said fees will be comparable to the actual cost of providing the permit.

All taxi driver permits must be renewed annually. All permits must be returned to the Chief of Police on separation from employment with the taxi company. Taxi driver permit applications will not be considered by the Chief of Police unless they are accompanied by a current (within forty-eight (48) hours) DMV printout and drug and alcohol test results per Section 11-13.11. (§ 7, Ord. 165, as amended by § 1, Ord. 959, eff. June 2, 2000, § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.06 Insurance.

It is unlawful for any person to drive or operate any taxicab in the City until the owner thereof has obtained a motor vehicle liability insurance policy from a responsible and solvent corporation insuring the City and the owner and operator of any taxicab against any loss from the liability imposed on any of them by law for injury to, or the death of, any person or for damages to property arising from or growing out of the maintenance, operation, or ownership of any taxicab covered by the policy in the following amounts:

- (a) Fifteen Thousand and No/100ths (\$15,000.00) Dollars, exclusive of interest and costs, on account of injury to, or the death of, any one person;
- (b) Thirty Thousand and No/100ths (\$30,000.00) Dollars, exclusive of interest and costs, on account of any one accident resulting in injury to, or the death of, more than one person; and
- (c) Five Thousand and No/100ths (\$5,000.00) Dollars, for damages to the property of others resulting from any one accident.

All such policies of liability insurance shall be subject to the approval of the City Attorney. (§ 3, Ord. 165, as amended by § 1, Ord. 187, § 1, Ord. 959, eff. June 2, 2000, and § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.07 Schedule of rates.

Every person licensed to operate a taxicab service shall keep on file with the City Clerk a schedule of rates to be charged for transporting passengers within the City. Such schedule of rates shall be uniform and shall be first approved by the Council. (§ 2, Ord. 165, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.08 Stands.

(a) Designation. The Council may, by resolution, locate and designate taxicab stands which, when so established, shall be appropriately designated "Taxis Only."

(b) Use. It is unlawful for the owner, driver, or operator of any taxicab to permit such taxicab to remain parked, while awaiting employment, except in a regularly established taxicab stand; provided, however, taxicabs may park in any available parking space when actually engaged in loading or unloading passengers. (§ 4, Ord. 165, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.09 Right to inspections.

All taxicab licensees, drivers and other employees must submit taxicab vehicles, vehicle registration, proof of insurance, schedule of rates, meter calibration results, driver permits, and proof of alcohol and drug compliance records to the Chief of Police or designee upon request. Any taxi found to be in an unsafe condition must be taken out of service immediately, and stay out of service until repaired.

All deficiencies found must be rectified in the time frame given by the inspecting official.

Taxi service is a form of public transportation and as such it is a reflection on the local community. Therefore the appearance and cleanliness of all local taxis is a matter of public concern. Taxicabs that are found to be unkempt, aesthetically displeasing or offensive will be cleaned or modified to the satisfaction of the Chief of Police. Failure to comply may lead to license revocation. (§ 2, Ord. 959, eff. June 2, 2000, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.10 Taxicab meters.

All City of Los Banos taxicab licensees are required to install, maintain, and utilize taxicab meters in each taxicab for each fare. Meters will be calibrated by the Department of Weights and Measures on an annual basis. (§ 2, Ord. 959, eff. June 2, 2000, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.11 Controlled substance and alcohol testing.

Pursuant to California Government Code Section 53075.5, all taxicab licensees must provide pre-employment, annual and follow up test results from their controlled substance and alcohol testing program to the Chief of Police. Annual testing may take place just prior to the annual renewal of the taxi driver's permit or any time throughout the year as agreed upon by the licensee and the Chief of Police.

A copy of all taxicab applicant and employee drug and alcohol test results must be forwarded directly to the Chief of Police from the testing laboratory or medical review officer. (§ 2, Ord. 959, eff. June 2, 2000, as amended by § 15, Ord. 1161, eff. February 17, 2018)

Sec. 11-13.12 Violations: Penalties.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction, shall be punishable as set forth in Chapter 2 of Title 1 of this Code. (§ 8, Ord. 165, as amended by § 2, Ord. 959, eff. June 2, 2000, and § 15, Ord. 1161, eff. February 17, 2018)

View the [mobile version](#).

ATTACHMENT 7

RESOLUTION No. 2085

A RESOLUTION OF THE CITY OF LOS BANOS PERTAINING
TO AN INCREASE RATES FOR CAB FARES

WHEREAS, there has been presented to the City Council of the City of Los Banos, a request by JACK A. SCOGGINS, one of the City of Los Banos Taxi Franchise Holders to increase rates for cab fares, and,

WHEREAS, said request has been reviewed by the City Council of the City of Los Banos,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that an increase in rates for cab fares shall be allowed to Los Banos Taxi Franchise Holders, as follows:

\$ 1.00	1st 2/6 mile
.20	each 1/6 additional mile
\$ 10.00	waiting time per hour
.50	extra person over 3 persons

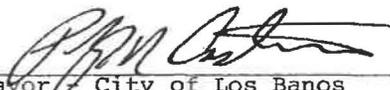
The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos, held on the 19th day of March, 1980, by Council Member Austin, and seconded by Council Member Lynn, and it was upon roll call adopted by the following vote:

AYES: COUNCIL MEMBERS Austin, Lynn, O'Brien, Robinson
and Mayor Castellucci;

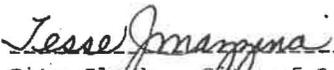
NOES: COUNCIL MEMBERS None;

ABSENT: COUNCIL MEMBERS None;

APPROVED:


Mayor, City of Los Banos

attest;


City Clerk - City of Los Banos



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Alex Terrazas, City Manager *AT*
DATE: June 19, 2019
TYPE OF REPORT: Agenda Item
SUBJECT: Merced County Regional Homeless Plan

Recommendation:

Provide direction to staff regarding the Merced County Regional Homeless Plan presentation.

Discussion:

Over the last several months City staff and the Mayor have been participating in a working group of elected officials and staff from the County and other Cities to discuss issues related to homelessness. In addition to that effort the Police Chief is also a member of the Board of Directors for the Continuum of Care (CoC) and has been actively involved in that organization. City staff has also recently toured homeless facilities in the City of Merced including the navigation center and two residential facilities that house up to 9 individuals each. Staff has also toured HOST House in Patterson to better understand the services provided there. HOST House was awarded a League of California Cities Helen Putnam Award for Excellence in 2018 and could serve as a model for Los Banos.

The working group has developed a draft Regional Homeless Plan for Merced County. The purpose of this agenda item is to provide a presentation to the City Council that gives a high-level summary of the components of the proposed services and facilities to address homeless issues throughout the County. The development of a Regional Plan serves two purposes 1) It is required for the County to receive future State funding 2) It

provides a framework for a coordinated countywide effort to address homelessness in Merced County.

A similar presentation was provided to the CoC Board of directors on June 3, 2019. John Cecoli, with the County Executive's Office will provide the presentation to the City Council. There is no formal action requested for this agenda item. Staff is seeking input and direction from the Council in order to prepare a final plan for consideration by the Council at a future Council meeting.

Fiscal Impact:

None at this time.

Attachments:

Presentation

1

HOMELESS REGIONAL PLAN



**2019/2020
Merced County
Regional
Homeless Plan**

2

HOMELESS REGIONAL PLAN

Overview

- Regional Plan Concepts
- CoC, County, and Cities Collaborative
- Potential Facilities to Support the Plan
- Next Steps

3

HOMELESS REGIONAL PLAN

Regional Plan : Purpose and Principles

- Measurable objectives
- Strategic and Efficient use of State and Federal funds
- Client-focused Best Practices



4

HOMELESS REGIONAL PLAN

Regional Plan: Key Objectives

- Outreach and Engagement
- Housing Resources:
 - Housing First
 - Navigation Center
 - Interim Housing
 - Permanent Housing
 - Long-Term Supportive Housing



5

Regional Plan: System Support and Proposed Action

HOMELESS REGIONAL PLAN

- Identify and categorize all available funding for services across agencies
- Develop multi-agency teams to engage individuals experiencing homelessness
- Develop a housing inventory or registry program to aid in expediting placements
- Update the Coordinated Entry System (CES) and Homeless Management Information System (HMIS) to enhance assessments tools and better collect data
- Implement a Homeless Court aimed at addressing chronic cases
- Enhance case management efforts to achieve independence



7

HOMELESS REGIONAL PLAN

City of Atwater

- Distributive housing model (2 Homes) 6-9 beds
- Rehabilitation fund- 30 beds
- Estimated capital investment of \$100,000
- Annual operating budget of \$500,000
- Total impact: 36-39 beds

8

HOMELESS REGIONAL PLAN

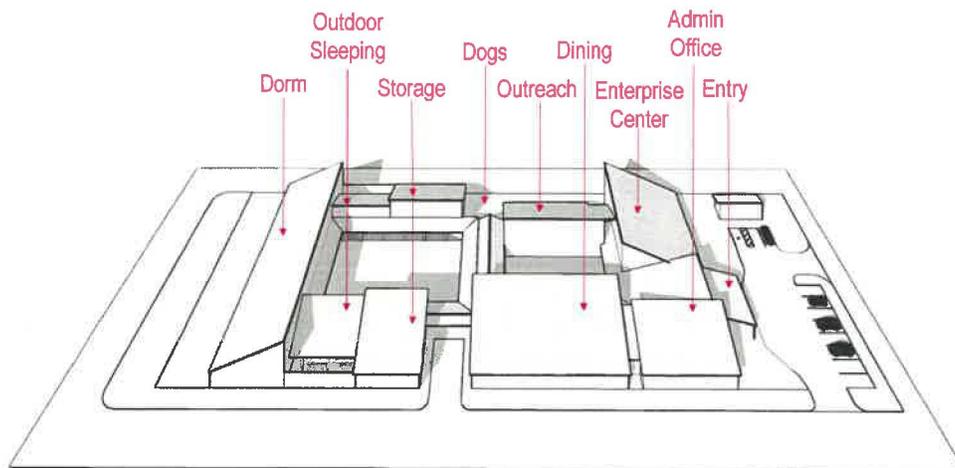
City of Los Banos

- Distributive housing model (2 Homes) 6-9 beds
- Explore Congregate Shelter Site – 25 to 35 beds
- Estimated capital investment of \$500,000
- Annual operating budget of \$600,000
- Total impact: 31-44 beds

City of Merced

- Navigation Center to provide 96-192 beds and supportive services
- Enterprise Center to provide intervention services
- Estimated capital investment of \$5,735,000
- Annual operating budget of \$2,500,000
- Total impact: 96-192 beds

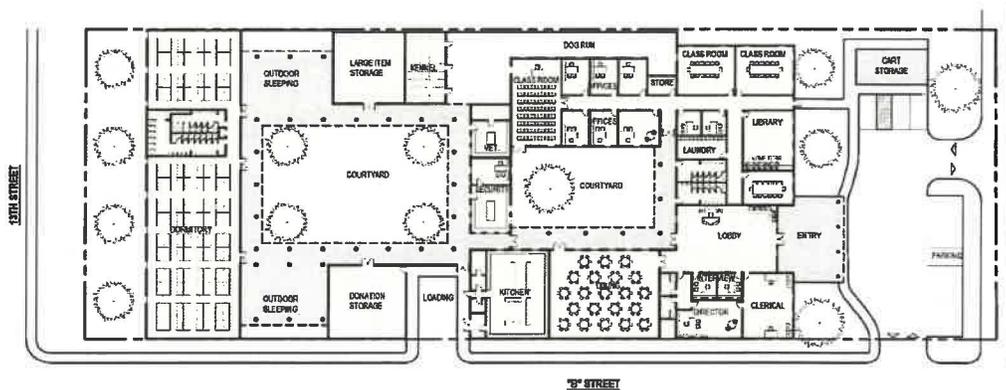
Navigation Center



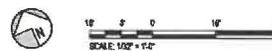
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HOMELESS REGIONAL PLAN

Navigation Center – Floor Plan



SITE PLAN / FLOOR PLAN
SCALE: 1/32" = 1'-0"



12

HOMELESS REGIONAL PLAN

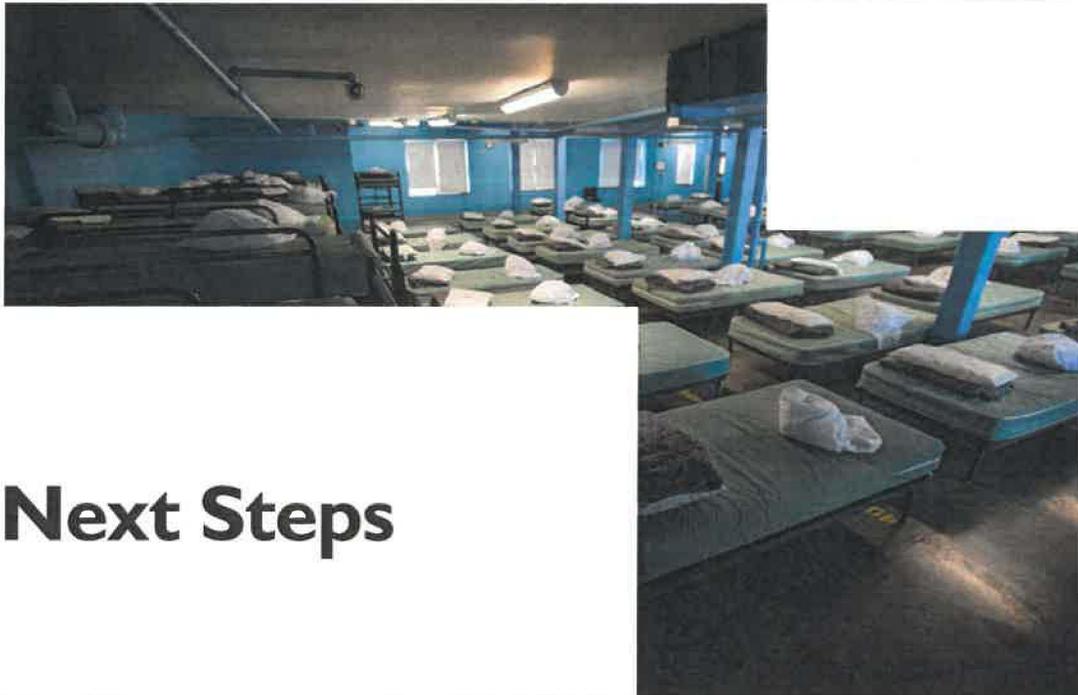
Communities County-Wide

- Distributive housing model (six homes) - 18-27 beds
- Rehabilitation Fund – 16 to 19 beds
- Estimated capital investment of \$200,000
- Annual operating budget of \$750,000
- Total impact: 34-46 beds

Proposed Facilities Summary

Jurisdiction	Number of Beds	Capital Expense	Operating Expense
City of Merced	96-192	\$5,735,000	\$2,500,000
City of Los Banos	31-44	\$500,000	\$600,000
City of Atwater	36-39	\$100,000	\$500,000
Communities County-Wide	34-46	\$200,000	\$750,000
Total	197-321	\$6,535,000	\$4,350,000

HOMELESS REGIONAL PLAN



Next Steps

HOMELESS REGIONAL PLAN



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Mason Hurley, Fire Chief 
DATE: June 19, 2019
SUBJECT: Presentation Regarding Illegal Fireworks
TYPE OF REPORT: Agenda Item

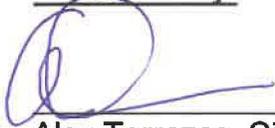
Recommendation:

Informational item only, no action to be taken.

Discussion:

A brief presentation and update regarding illegal fireworks will be provided.

Reviewed by:



Alex Terrazas, City Manager



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 19, 2019

SUBJECT: Future Dog Park Presentation

TYPE OF REPORT: Informational Item

Recommendation:

Informational item only, no action to be taken.

Discussion:

There will be a presentation regarding a future Dog Park, presented by Parks & Recreation Operations Manager, Joe Heim.

Reviewed by:

Alex Terrazas, City Manager

Attachments:

Power Point Presentation



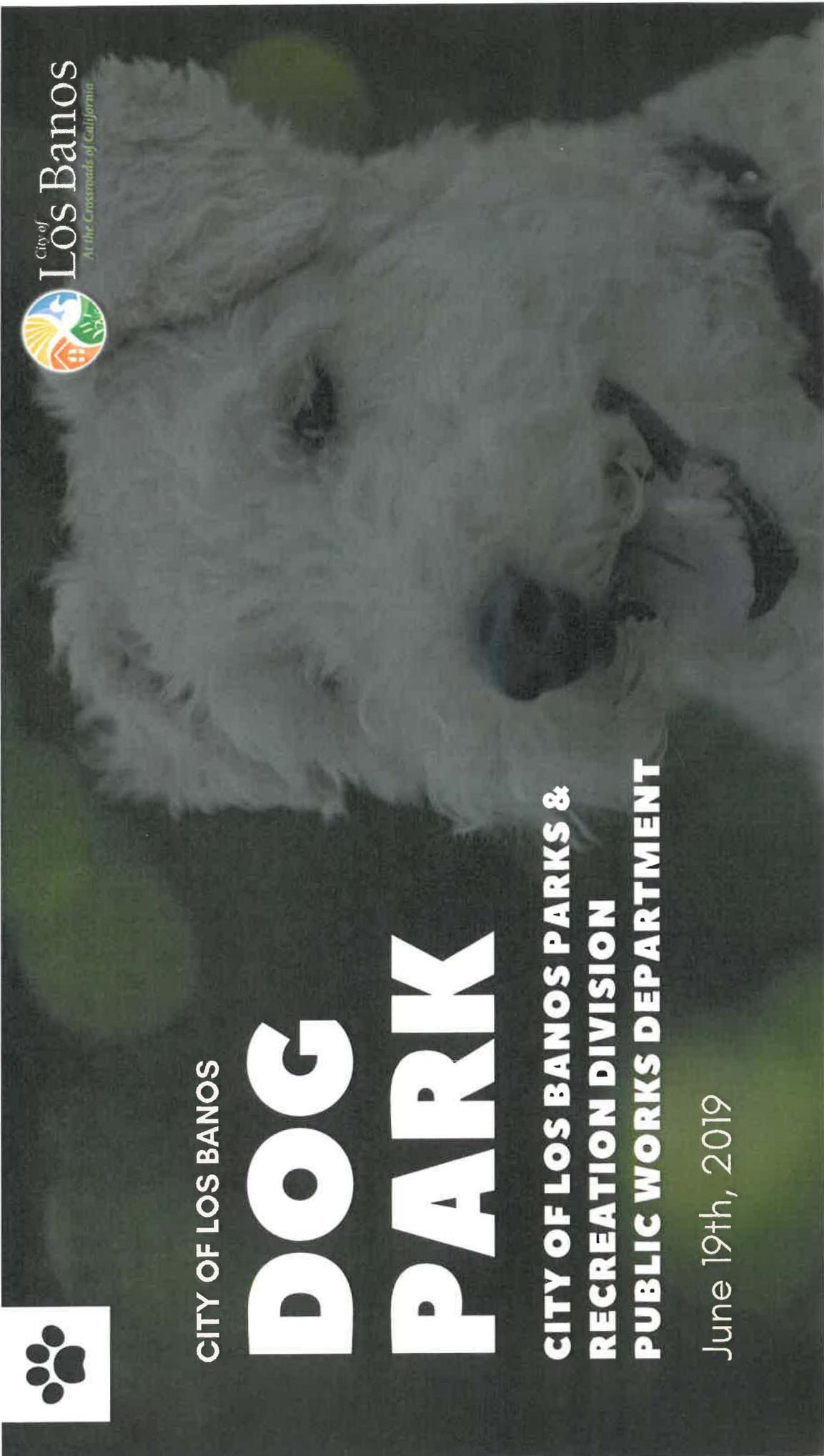
City of
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At the Crossroads of California

CITY OF LOS BANOS

DOG PARK

**CITY OF LOS BANOS PARKS &
RECREATION DIVISION
PUBLIC WORKS DEPARTMENT**

June 19th, 2019





City of
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At the Crossroads of California

INTENT

Creation of Los Banos' first dog park

The Parks & Recreation Division is targeting Fiscal Year 2020 for the establishment of the City of Los Banos' first dog park.

- Funding will be provided through the Parks Development Fund. Funding from the Parks Development Fund is directed towards Regional Parks.
- \$125,000 has been allocated for design and construction of the dog park.



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VALUE OF A DOG PARK

An off-leash facility for people & dogs

- Dog parks increase exercise and socialization for dogs.
- Increase the value and quality of life in the Community.
- Local petitions, Pet Fair comments, Facebook and High School surveys have shown overwhelming support for a dog park. Including 72% of respondents on Facebook polling that they are likely or highly likely to use the dog park.



LOCATION

Staff has identified AG Sports Complex as the primary potential location

- The area is currently maintained by the Parks Division and located on the east-side of the softball fields.
- A perimeter fence is in place, creating an approximately 1 acre area.
- The area provides residential and regional access, without direct neighborhood disturbance.



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STRATEGY

Staff has identified several required elements of a dog park

- 6 foot fencing, a double gated entry, informational signage, clean-up bag stations, covered trash cans, ADA access and a water source for humans and dogs.
- Other notable elements to consider: Shade, trees, restroom access, lighting, separated dog areas, play amenities, surfacing, irrigation and paths





COMMUNITY MEETINGS



City of
Los Banos
At the Crossroads of California

Staff will be hosting community meetings in August 2019 at the Community Center - 645 7th St.

- **Public input will be solicited.**
- **Dog park location, amenities, small dog areas and future designs will be discussed.**
- **Potential issues such as noise level, dog waste and maintenance will be considered.**
- **All dog owners will follow ordinances in place such as: maintaining a current dog license, dogs must be in a healthy condition and follow park hours of operation.**



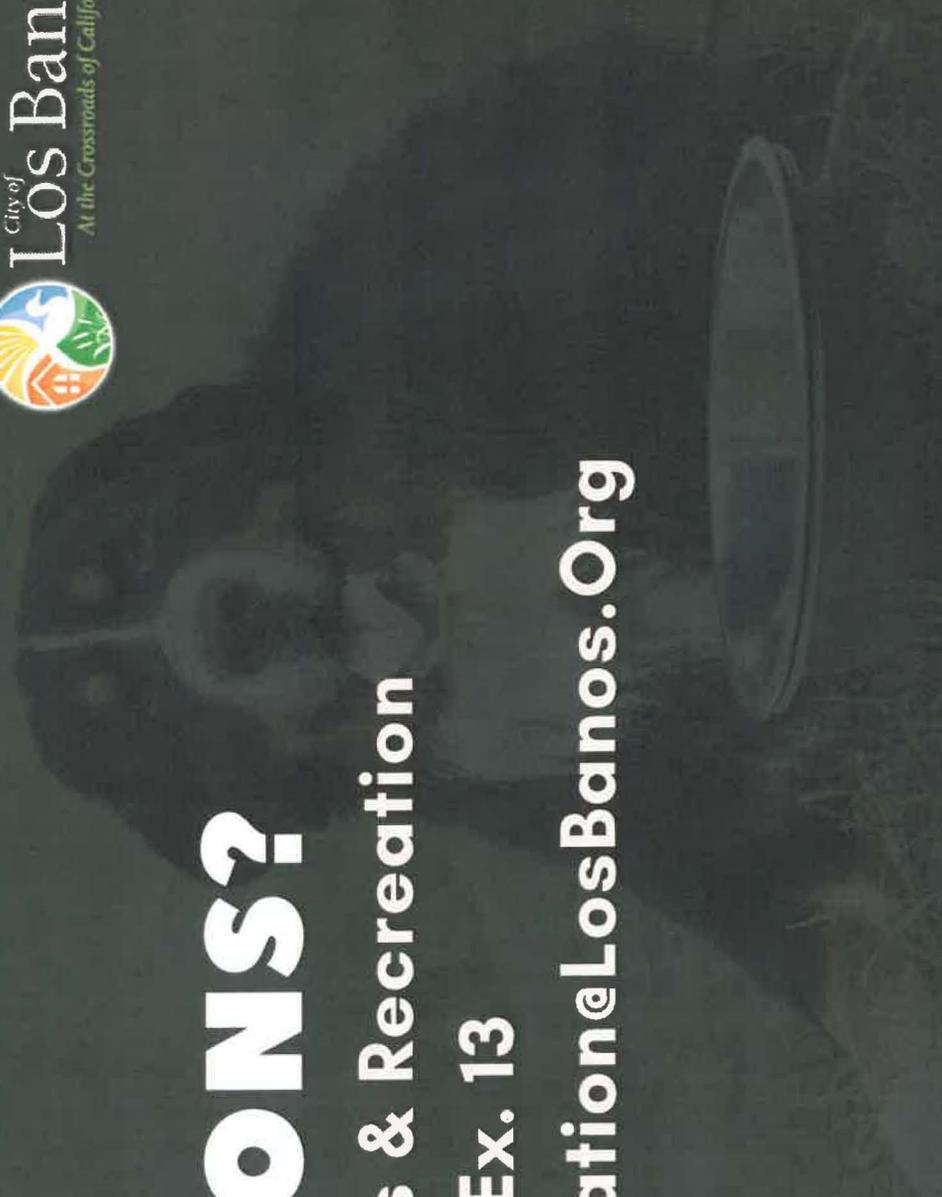
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QUESTIONS?

Los Banos Parks & Recreation

(209) 827-7034 Ex. 13

ParksandRecreation@LosBanos.Org





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At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Alex Terrazas, City Manager *AT*
DATE: June 19, 2019
SUBJECT: Measure V Citizens Oversight Committee
TYPE OF REPORT: Agenda Item

Recommendation:

That the City Council authorize staff to run an advertisement in the Los Banos Enterprise, post on the City's website and social media to solicit applications for the Measure V Citizens Oversight Committee; appoint the Mayor and Mayor Pro Tem to sit on the committee to review, interview and recommend appointment to the City Council at the July 17, 2019 City Council Meeting.

Discussion:

Due to the recent resignation of Committee Member Paul Parreira, the City would like to solicit applications and recommend candidates for the Measure V Oversight Committee.

Measure V – Merced County's transportation sales tax - was passed by voters in November 2016. Beginning April 1, 2017, the ½ cent sales tax will be collected throughout Merced County for the next 30 years. It is estimated that the measure program will generate \$15 million in new revenue annually for a total of \$450 million through the life of the measure. As the Local Transportation Authority for Merced County, MCAG will administer the Measure V program.

The Measure V Transportation Expenditure Plan (Plan) requires MCAG to organize and staff a Citizens Oversight Committee. The purpose of the committee is to ensure that the measure program is implemented as outlined in the Plan. The committee will review

financial and performance audits, reports from member agencies, annual receipts and other documents necessary to assess the program's consistency with the Plan.

Additional information can be found on their Measure V Oversight Committee website:
<https://www.measurev-mcag.com/citizens-oversight.html>

ATTACHMENTS:

Measure V Citizens Oversight Committee Application
List of Measure V Citizens Oversight Committee Members



City of
Los Banos
At the Crossroads of California

**MEASURE V
CITIZENS OVERSIGHT COMMITTEE
APPLICATION**

Please submit application to:

Los Banos City Clerk's Office

520 J Street

Los Banos CA 93635

Application Deadline: 5:00 pm, Monday, July 8, 2019

MEASURE V

Measure V is Merced County's transportation sales tax that was passed by voters in November 2016. It is estimated that the measure program will generate \$15 million in new revenue annually for a total of \$450 million through the life of the measure. As the Local Transportation Authority for Merced County, MCAG will administer the Measure V program.

TRANSPORTATION EXPENDITURE PLAN - CITIZENS OVERSIGHT COMMITTEE

The Measure V Transportation Expenditure Plan (Plan) requires the formation of a Citizens Oversight Committee to ensure the measure program is implemented as outlined in the Plan. The committee will review financial and performance audits, reports from member agencies, annual receipts and other documents necessary to assess the program's consistency with the Plan. The committee will also prepare an annual report to inform the public how measure funds were spent. A full list of committee responsibilities can be found in the attached Measure V Expenditure Plan - Appendix B.

Committee Formation and Meeting Schedule

The Plan states that the committee will be formed within 6 months from the approval of the measure in November 2016 and meetings will commence when measure revenues are recommended for expenditure. Based on these requirements, the committee must be formed by May 2017 and the first meeting is anticipated to be held in the summer of 2017. The committee must hold one formal meeting annually with additional meetings scheduled as needed.

Membership & Selection

The Committee will consist of 14 members with 7 nominated by the six cities and County of Merced and 7 selected by the MCAG Governing Board through a separate application process. This application process is intended to identify candidates for nomination from each of six cities and the County of Merced. The MCAG Governing Board will appoint all committee members by May 18, 2017.

Eligibility and Term of Membership

Applicants must be U.S. citizens 18 years of age or older who reside in Merced County and are not public employees at any state, county or local city agency, or an elected official at any level of government. Committee members will be required to submit an annual statement of financial disclosure consistent with Fair Political Practices Commission rules and regulations.

Committee terms will be two years with no member serving more than 8 years on the committee. In an effort to maintain committee member consistency, during the first two years of the committee, terms will be staggered with 7 of the members to serve one year term, 7 of the members to serve a two year term. The length of the first terms will be determined via random selection. Proxy voting will not be permitted.

MEASURE V CITIZENS OVERSIGHT COMMITTEE

Application for Appointment to Represent City of Los Banos

Name: _____

Home Address: _____

Mailing Address (If different): _____

Phone: (home) _____ (work) _____ (mobile) _____

- A. Are you a U.S. citizen of 18 years of age or older who resides in Merced County? (Yes/No)
- B. Are you a public employee at any state, county or local city agency, or an elected official at any level of government? (Yes/No)
- C. Please respond to the following (attach a separate document if needed):

1. Commission/Committee Experience: What is your previous experience on a public agency commission or committee? Please also note if you are currently a member of any commissions or committees.
2. Statement of Qualifications: Provide a brief statement indicating why you are interested in serving on the Citizens Oversight Committee.
3. Relevant Work or Volunteer Experience: Please list your current employer and relevant volunteer experience including organization, address, position and dates.
4. Bio or Resume: Please attach your biography or resume.

Certification: I certify that the above and attached information is true and complete to the best of my knowledge.

Signature: _____ Date: _____

Current Citizens Oversight Committee

David Dees, Chair	Bike/Pedestrian or Transit
Joshua Lepper	Building Industry
Dennis Brazil	Agriculture Industry
John Cates	Ethnic Community Group
Vinton Thengvall	Major Private Sector Employer
Demetrios Tatum	Audit, Finance or Budget Professional
Jean Okuye	Environmental Advocacy Group
Jim Cunningham, Vice Chair	County of Merced
Ron Daugherty	City of Atwater
Lynne Payne	City of Dos Palos
(Vacant)	City of Gustine
Katherine Schell Rodriguez	City of Livingston
Paul Parreira	City of Los Banos
Karla Seijas	City of Merced



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COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: June 14, 2019

Re: Notice of Public Hearing

Proposal: Site Plan Review #2019-02- Rainflow Developments LLC

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Tentative Parcel Map #2019-01 to divide a 3.3 acre parcel into two (2) parcels and a Site Plan Review #2019-02 for the development of two (2) commercial structures totaling 4,662 square feet with site improvements within the Highway Commercial Zoning District and Categorical Exemptions from the California Environmental Quality Act pursuant to Sections; 15315, Minor Land Divisions and 15332, In-Fill Development Projects. The proposed project site is located at 1415 Badger Flat Road; more specifically identified as Assessor's Parcel Number: 430-010-014.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, June 26, 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