



City of Los Banos

At the Crossroads of California

www.losbanos.org

Updated 11/1/2019

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

NOVEMBER 6, 2019

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

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

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

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

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

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

1. CALL TO ORDER. **7:00 PM**
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)
Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. PRESENTATIONS.
 - A. Proclamation – Cancer Awareness.
 - B. Recognition of Entry Awards from the VFW Post 2487 and American Legion Post 166 Veterans Day Parade.

6. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda items. Speakers are limited to a five (5) minute presentation. Detailed guidelines are posted on the Council Chamber informational table.)
7. CONSIDERATION OF APPROVAL OF CONSENT AGENDA. (Items on the Consent Agenda are considered to be routine and will be voted on in one motion unless removed from the Consent Agenda by a City Council Member.)
 - A. Check Register for #218328 – #218868 in the Amount of \$2,634,773.16.
Recommendation: Approve the check register as submitted.
 - B. First Quarter Investment Report for Fiscal Year 2019/2020.
Recommendation: Accept the report as submitted.
 - C. Minutes for the September 18, 2019 City Council Meeting.
Recommendation: Approve the minutes as submitted.
 - D. Minutes for the October 2, 2019 City Council Meeting.
Recommendation: Approve the minutes as submitted.
 - E. City Council Resolution No. 6140 – Amending the 2019-2020 Fiscal Year Budget and Approving the Increase of Expenditures in the Amount of \$45,331.33 and Revenues in the Amount of \$43,331.33, Related to the Replacement of a Totaled Police Vehicle, to be Reimbursed by McLarens Insurance Firm and the Central San Joaquin Valley Risk Management Authority.
Recommendation: Adopt the resolution as submitted.
 - F. City Council Resolution No. 6141 – Authorizing the City Manager to Enter into Measure V Regional Project Funding Agreement for the Pacheco Boulevard (SR 152) Regional Path Project Between the City of Los Banos and Merced County Association of Governments (MCAG).
Recommendation: Adopt the resolution as submitted.
 - G. City Council Resolution No. 6142 – Authorizing the City Manager to Enter into Measure V Regional Project Funding Agreement for the Pioneer Road Widening Project Between the City of Los Banos and Merced County Association of Governments (MCAG).
Recommendation: Adopt the resolution as submitted.
 - H. City Council Resolution No. 6143 – Accepting Public Improvements for Shaunessy Village Phases 1, 2 & 3, Generally Located Within the Area Bounded by APN 083-130-042 to the North, Highway 165 (Mersey Springs

Road) and APNs 083-100-009, 083-100-008 and 083-100-007 to the West, Scripps Drive to the South, and College Greens Subdivision to the East, More Specifically Identified as APNs 083-100-005 and 083-100-006 (Developer: Stonewood Home, Inc.).

Recommendation: Adopt the resolution as submitted.

- I. City Council Resolution No. 6144 – Approving and Adopting Final Tract Map No. 2001-02 Mission Village South Phase 3C and Accompanying Subdivision Improvement Agreement, Generally Located Within the Area Bounded by Mission Village South Phase 3B to the North, Las Palmas Road to the East, Willmott Road to the South, and APN 428-280-002 to the West, More Specifically Identified as APN 428-280-010 (Applicant: Stonefield Home, Inc., a California Corporation).

Recommendation: Adopt the resolution as submitted.

- J. City Council Resolution No. 6145 – Approving and Adopting Final Tract Map No. 2016-02 East Center Phase 2A and Accompanying Subdivision Improvement Agreement, Generally Located within the Area Bounded by Center Avenue to the West, Future Easter Center Phase 3 to the South, East Center Phase 1 Subdivision to the East, More Specifically Identified as APN 431-270-005 (Developer: Pioneer Development Company, Inc.).

Recommendation: Adopt the resolution as submitted.

- K. City Council Resolution No. 6146 – Approving and Adopting Final Tract Map No. 2017-01 Stonecreek at Los Banos the Villages Phase VII Phase 1B Unit 1 and Accompanying Subdivision Improvement Agreement, Generally Located within the Area Bounded by Villages VII Phase 1 Unit 1 to the North, Future Villages VII Phase 1B Unit 2 to the South and East, and Merced County APN 430-060-002 to the West, More Specifically Identified as Lot D APN 430-060-032 (Applicant: Anderson Homes, a California Corporation).

Recommendation: Adopt the resolution as submitted.

- L. City Council Resolution No. 6147 – Awarding the Bid for the Purchase of One New 2019-2020 Model Cab and Chassis; Authorizes the Public Works Director/City Engineer to Issue the Purchase Order to Fresno Truck Center in the Amount of \$108,884.21.

Recommendation: Adopt the resolution as submitted.

- M. City Council Resolution No. 6148 – Awarding the Bid for the Purchase of One New 2019-2020 Model Cab and Chassis with 240 Hooklift System; Authorizes the Public Works Director/City Engineer to Issue the Purchase Order to Fresno Truck Center in the Amount of \$141,834.37.

Recommendation: Adopt the resolution as submitted.

- N. City Council Resolution No. 6149 – Awarding the Bid for the Purchase of One New 2019-2020 Model Medium Duty Utility Truck with Lift Gate #A;

Authorizes the Public Works Director/City Engineer to Issue the Purchase Order to Santos Ford in the Amount of \$47,995.00.

Recommendation: Adopt the resolution as submitted.

- O. City Council Resolution No. 6150 – Awarding the Bid for the Purchase of One New 2019-2020 Model Medium Duty Utility Truck with Lift Gate #B; Authorizes the Public Works Director/City Engineer to Issue the Purchase Order to Santos Ford in the Amount of \$47,995.00.

Recommendation: Adopt the resolution as submitted.

- P. City Council Resolution No. 6151 – Awarding the Bid for the Purchase of One New 2019-2020 Model Medium Duty Utility Truck with Lift Gate #C; Authorizes the Public Works Director/City Engineer to Issue the Purchase Order to Santos Ford in the Amount of \$47,995.00.

Recommendation: Adopt the resolution as submitted.

- Q. City Council Resolution No. 6152 – Awarding the Bid for the Purchase of One New 2019-2020 Crack Seal Machine; Authorizes the Public Works Director/City Engineer to Issue the Purchase Order to Dispensing Technology Corporation in the Amount of \$93,481.24.

Recommendation: Adopt the resolution as submitted.

- R. City Council Resolution No. 6153 – Authorizing Award of Construction Contract to Precision Grade, Inc. in the Amount of \$52,439.00 with a 10% Contingency in the Amount of \$5,243.00 for 7th Street Ball Park Restroom.

Recommendation: Adopt the resolution as submitted.

- S. City Council Resolution No. 6154 – Authorizing Award of Construction Contract to TBS Contractors in the Amount of \$198,630.00 with a 10% Contingency in the Amount of \$19,863.00 for the “Congestion Mitigation and Air Quality – Construction Infill Sidewalk Improvements” (Federal-Aid Project No. CML-5160(027)) at Various Locations in the City of Los Banos.

Recommendation: Adopt the resolution as submitted.

- T. City Council Resolution No. 6155 – Amending the 2019/2020 Fiscal Year Budget and Approving the Increase in Expenditures of Measure H Funding in the Amount of \$40,000; Related to the Purchase and Upfitting of a New Code Enforcement Vehicle.

Recommendation: Adopt the resolution as submitted.

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

- A. Public Hearing – To Receive Public Comment and Consideration of an Ordinance to Amend and Restate Article 34, Chapter 3 of Title 9 of the Los Banos Municipal Code Regarding Density Bonuses and other Affordable Housing Development Incentives.

- 1) Ordinance No. 1175 – Amending and Restating Article 34 Chapter 3 of Title 9 of the Los Banos Municipal Code Regarding Density Bonuses and Other Affordable Housing Development Incentives.

(Second Reading & Adoption)

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

- B. Public Hearing – To Receive Public Comment and Consideration of a Conditional Use Permit #2019-03 to Allow for the Sale of Alcohol Under a Type 41 On-Sale Beer and Wine License for a Bona-Fide Public Eating Place Located at 1101 F Street; APN: 025-152-009 (Applicant: John C. Bustillos).

- 1) City Council Resolution No. 6156 – Finding the Proposed Project to be Categorically Exempt from the California Environmental Quality Act Pursuant to Section 15332, In-Fill Development Projects and Approving Conditional Use Permit #2019-03 to Allow for the Sale of Alcohol Under a Type 41 On-Sale Beer and Wine License at 1101 F Street, APN:025-152-009.

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

9. CONSIDERATION OF ORDINANCE NO. 1176 – AMENDING TITLE 2 CHAPTER 2 ARTICLE 2 OF THE LOS BANOS MUNICIPAL CODE TO CREATE PLANNING COMMISSION DISTRICTS; AMEND THE NUMBER OF MEMBERS AND MANNER OF APPOINTMENT; LENGTH OF TERMS; AND ABSENCES.

(Second Reading & Adoption)

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

10. NOTICE AND ANNOUNCEMENT OF VACANCIES AND APPOINTMENT OF COUNCIL MEMBERS TO SERVE ON THE SELECTION COMMITTEES FOR THE FOLLOWING COMMISSIONS/COMMITTEES:

- A. Airport Advisory Commission – Four (4) Vacancies
Two (2) Two (2) Year Terms – Expiring December 31, 2021
Two (2) Unexpired Terms – Expiring December 31, 2020
- B. Economic Development Advisory Commission – Three (3) Vacancies
One (1) Two (2) Year Terms – Expiring December 31, 2021
Two (2) Unexpired Terms – Expiring December 31, 2020
- C. Parks & Recreation Commission – Two (2) Vacancies
Two (2) Two (2) Year Terms – Expiring December 31, 2021

- D. Tree Commission – Three (3) Vacancies
Three (3) Two (2) Year Terms – Expiring December 31, 2021
- E. Measure H Committee – Two (2) Vacancies
Two (2) Two (2) Year Terms – Expiring December 31, 2021
- F. Measure P Committee – Three (3) Vacancies
Three (3) Three (3) Year Terms – Expiring December 31, 2022

Recommendation: Appoint Council Member(s) to serve with the Mayor on the Selection Committee(s) for each.

- 11. CONSIDERATION OF APPROVAL TO ADVERTISE FOR EMERGENCY PLANNING COMMISSION VACANCY(S).

Recommendation: Receive staff report and direction from the City Council on how to proceed.

- 12. CONSIDERATION OF FUNDING OPTIONS FOR PIONEER ROAD WIDENING PROJECT.

Recommendation: Receive staff report and direction from the City Council on how to proceed.

- 13. CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 6157 – REQUESTING THAT \$5,000,000 OF STATE TRANSPORTATION IMPROVEMENT PROGRAM CARRYOVER REGIONAL IMPROVEMENT FUNDS REMAIN AS UNPROGRAMMED AND AVAILABLE FOR THE PIONEER ROAD WIDENING PROJECT.

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

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

- 15. CITY MANAGER REPORT.

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

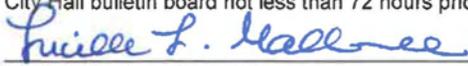
Recommendation: Informational item only, no action to be taken.

- 17. CITY COUNCIL MEMBER REPORTS.

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

18. ADJOURNMENT.

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



Lucille L. Mallonee, City Clerk

Dated this 1st day of November 2019

Bank Reconciliation



City of
Los Banos
At the Crossroads of California

Checks by Date

User: jcanchola

Printed: 10/29/2019 - 1:08PM

Cleared and Not Cleared Checks

Print Void Checks

Check	Check Date	Name	Module	Void	Amount
218329	9/26/2019	Westamerica Bank - Cafeteria Plan	AP		51,161.32
218330	9/27/2019	A & A Portables Inc	AP		114.68
218331	9/27/2019	Ameripride Services	AP		147.87
218332	9/27/2019	Anderson Pump Company Inc	AP		10,349.74
218333	9/27/2019	Anthony Gomes	AP		2,455.41
218334	9/27/2019	Aramark Uniform Ser Inc	AP		444.60
218335	9/27/2019	AT&T Mobility	AP		137.05
218336	9/27/2019	AT&T	AP		1,309.45
218337	9/27/2019	BJ's Consumers Choice	AP		81.00
218338	9/27/2019	Brenntag Pacific Inc	AP		4,492.29
218339	9/27/2019	Bruce's Tire Inc	AP		402.28
218340	9/27/2019	BSK Associates	AP		13,790.25
218341	9/27/2019	Challenger Teamwear	AP		373.33
218342	9/27/2019	Commercial Speedometer Service, Inc.	AP		574.00
218343	9/27/2019	Manuel A Avila	AP		303.94
218344	9/27/2019	Comcast	AP		122.09
218345	9/27/2019	Comcast	AP		808.00
218346	9/27/2019	Cook's Communications Corp.	AP		1,314.43
218347	9/27/2019	CPS	AP		941.50
218348	9/27/2019	City of Los Banos Utility	AP		51,946.71
218349	9/27/2019	Engineering Unlimited Inc	AP		210.32
218350	9/27/2019	Farmer Brothers Coffee	AP		131.96
218351	9/27/2019	Fast Track Car Wash	AP		49.00
218352	9/27/2019	Foster Bros Security Systems Inc.	AP		13,209.37
218353	9/27/2019	Golden State Flow Measurement	AP		49,111.50
218354	9/27/2019	Great Valley Supply	AP		141.29
218355	9/27/2019	Cody Griffis	AP		182.50
218356	9/27/2019	Halo Branded Solutions Inc.	AP		2,562.15
218357	9/27/2019	Heppner Precision Machine Shop, Inc.	AP		112.76
218358	9/27/2019	Kalmikov Enterprises, Inc	AP		239.98
218359	9/27/2019	Kimball Midwest	AP		423.87
218360	9/27/2019	Labor Law Poster Service	AP		79.50
218361	9/27/2019	Steve Macillas	AP		157.50
218362	9/27/2019	Marfab Inc	AP		316.31
218363	9/27/2019	Merced Truck & Trailer Inc	AP		931.04
218364	9/27/2019	MOO, Inc.	AP		97.69
218365	9/27/2019	Samuel Morales	AP		560.00
218366	9/27/2019	On Target Marketing	AP		434.07
218367	9/27/2019	O'Reilly Auto Parts	AP		1,128.46
218368	9/27/2019	PG&E Company	AP		6,948.86
218369	9/27/2019	PlayPower LT Farmington, INC.	AP		1,319.73
218370	9/27/2019	Precision Civil Engineering, Inc	AP		3,570.00
218371	9/27/2019	Provost and Pritchard Engineering, Inc.	AP	Void	286.00
218372	9/27/2019	Randik Paper Co	AP		86.92
218373	9/27/2019	Razzari Ford	AP		37.17

218374	9/27/2019	Maria Leon- Rodriguez	AP	600.00
218375	9/27/2019	Safe T Lite of Modesto, Inc.	AP	255.78
218376	9/27/2019	Santos Ford Inc.	AP	793.47
218377	9/27/2019	Save Mart Supermarkets	AP	212.32
218378	9/27/2019	Angel H. Saucedo	AP	700.00
218379	9/27/2019	Henry Schein Inc.	AP	50.90
218380	9/27/2019	Sherwin Williams Co	AP	995.57
218381	9/27/2019	Sorensens True Value	AP	964.61
218382	9/27/2019	Specialty Distributors, Inc.	AP	345.82
218383	9/27/2019	Talley Oil Inc.	AP	9,136.40
218384	9/27/2019	Eva Sanchez	AP	58.22
218385	9/27/2019	Oscar & Lourdes Garcia Ochoa	AP	49.78
218386	9/27/2019	Alice Haro	AP	35.85
218387	9/27/2019	Joe Gutierrez	AP	19.42
218388	9/27/2019	Arturo Jimenez, Jr.	AP	64.61
218389	9/27/2019	Pedro & Susana Gonzalez	AP	19.42
218390	9/27/2019	Franco Filice	AP	2.42
218391	9/27/2019	Gilberto & Lidia Silva	AP	117.72
218392	9/27/2019	Fataneh Gohar	AP	119.42
218393	9/27/2019	PMZ Real Estate, Jan-ette Boyd	AP	194.03
218394	9/27/2019	Isabel Ramirez	AP	19.42
218395	9/27/2019	Westhill Real Estate	AP	110.46
218396	9/27/2019	Baljit Singh	AP	170.15
218397	9/27/2019	Blossom Valley Realty, JR Souza	AP	158.22
218398	9/27/2019	D.R. Horton	AP	182.41
218399	9/27/2019	Verizon Wireless	AP	38.01
218400	9/27/2019	Windecker Inc	AP	3,603.68
218401	9/27/2019	CACEO	AP	1,460.00
218402	9/27/2019	Todd Carter	AP	12.00
218403	9/27/2019	Todd Carter	AP	121.00
218404	9/27/2019	CDTFA California Dept. of Tax & Fee	AP	205.00
218405	9/27/2019	Jesse Ceja	AP	164.00
218406	9/27/2019	Gisselle Curiel	AP	3,340.00
218407	9/27/2019	Ford Motor Credit Company LLC	AP	3,689.59
218408	9/27/2019	Brenda Geary	AP	167.79
218409	9/27/2019	Los Banos Medical Group A Medical Corp.	AP	160.00
218410	9/27/2019	Merced County Sheriff's Office	AP	50.00
218411	9/27/2019	Dana Rawls	AP	164.00
218412	9/27/2019	Evelyn Rosas	AP	164.00
218421	10/3/2019	Aflac-Customer Service	AP	535.19
218422	10/3/2019	In Shape Health Clubs Inc	AP	659.47
218423	10/3/2019	Los Banos Police Assn	AP	455.00
218424	10/3/2019	Los Banos Police Assn	AP	175.00
218425	10/3/2019	Los Banos Police Assn	AP	945.00
218426	10/3/2019	MassMutual	AP	1,379.16
218427	10/3/2019	MassMutual	AP	4,142.50
218428	10/3/2019	Merced County Auditor Controller	AP	490.00
218429	10/3/2019	Merced County Sheriff	AP	150.00
218430	10/3/2019	Nationwide Retirement Solutions	AP	3,187.50
218431	10/3/2019	Professional Fire Fighter	AP	630.00
218432	10/3/2019	State Disbursement Unit	AP	2,088.00
218433	10/3/2019	Vantagepont Transfer Agents - 306797	AP	884.45
218434	10/3/2019	Vantagepoint Transfer Agents - 705827	AP	25.00
218435	10/3/2019	Vantagepoint Transfer Agents - 801838	AP	3,975.00
218437	10/4/2019	Abbott & Kindermann, Inc.	AP	81.32
218438	10/4/2019	Aramark Uniform Ser Inc	AP	542.14

218439	10/4/2019	AT&T Mobility	AP	89.30
218440	10/4/2019	AT&T	AP	1,034.37
218441	10/4/2019	AT&T	AP	85.00
218442	10/4/2019	BJ's Consumers Choice	AP	127.00
218443	10/4/2019	Bruce's Tire Inc	AP	1,746.43
218444	10/4/2019	B.T. Mancini Co. Inc.	AP	2,700.00
218445	10/4/2019	Cen Cal Cutting Edge and Undercarriage	AP	1,069.75
218446	10/4/2019	Central Sanitary Supply	AP	92.78
218447	10/4/2019	Coffee Break Service Inc.	AP	128.88
218448	10/4/2019	Comcast	AP	113.59
218449	10/4/2019	Copy Shipping Solutions	AP	95.32
218450	10/4/2019	CPRS	AP	170.00
218451	10/4/2019	LN Curtis & Sons	AP	642.34
218452	10/4/2019	Deaf and Hard of Hearing Service Center	AP	166.00
218453	10/4/2019	Dell Marketing L P	AP	193.05
218454	10/4/2019	Dept. of Industrial Relations	AP	225.00
218455	10/4/2019	DTSC	AP	230.00
218456	10/4/2019	Employee Relations, Inc.	AP	50.00
218457	10/4/2019	Espana's Restaurant	AP	3,562.50
218458	10/4/2019	Fastenal Company	AP	245.53
218459	10/4/2019	Federal Express Corporation	AP	25.49
218460	10/4/2019	Ferguson Enterprises Inc DBA Groeniger & Company	AP	3,226.06
218461	10/4/2019	Ferrellgas, Inc.	AP	55.08
218462	10/4/2019	Filipino-American Association Los Banos	AP	500.00
218463	10/4/2019	Vince Gomez	AP	100.00
218464	10/4/2019	Hach Company	AP	567.17
218465	10/4/2019	Heppner Precision Machine Shop, Inc.	AP	66.01
218466	10/4/2019	Holt of California	AP	129.36
218467	10/4/2019	Jerry Witt	AP	2,389.00
218468	10/4/2019	Lucas Business Systems	AP	1,756.52
218469	10/4/2019	Marfab Inc	AP	754.07
218470	10/4/2019	Merced Chevrolet Inc.	AP	213.38
218471	10/4/2019	Merced Truck & Trailer Inc	AP	139.11
218472	10/4/2019	Madera Uniform & Accessories, LLC	AP	621.29
218473	10/4/2019	MOO, Inc.	AP	491.47
218474	10/4/2019	NDN International LLC	AP	3,522.16
218475	10/4/2019	Christopher Neff	AP	600.00
218476	10/4/2019	The Office City	AP	197.91
218477	10/4/2019	OSE	AP	195.70
218478	10/4/2019	Omega Industrial Supply Inc.	AP	905.14
218479	10/4/2019	O'Reilly Auto Parts	AP	1,035.08
218480	10/4/2019	PG&E Company	AP	19.33
218481	10/4/2019	PG Tools & Equipment, LLC	AP	132.62
218482	10/4/2019	Renee Bush Veritext LLC	AP	250.00
218483	10/4/2019	Delia Rosales	AP	500.00
218484	10/4/2019	Santos Ford Inc.	AP	314.48
218485	10/4/2019	Save Mart Supermarkets	AP	65.24
218486	10/4/2019	Michael Bartholomew	AP	237.32
218487	10/4/2019	Sherwin Williams Co	AP	139.42
218488	10/4/2019	Robert & Susan Hansen	AP	97.88
218489	10/4/2019	Sorensens True Value	AP	192.77
218490	10/4/2019	Sorensens True Value	AP	121.72
218491	10/4/2019	Specialty Distributors, Inc.	AP	237.66
218492	10/4/2019	Sprint Solutions, Inc.	AP	987.74
218493	10/4/2019	Task Force Tips LLC	AP	113.79
218494	10/4/2019	Thomson Reuters (Tax & Accounting) Inc.	AP	342.64

218495	10/4/2019	Triangle Rock Products	AP	590.88
218496	10/4/2019	USA Blue Book	AP	3,542.45
218497	10/4/2019	Ramon Luna	AP	46.28
218498	10/4/2019	Rosa Martinez	AP	50.77
218499	10/4/2019	Donna & Coy Miller	AP	11.51
218500	10/4/2019	Jesus & Ramona Ruedas	AP	56.74
218501	10/4/2019	Marie & Albert Gamez	AP	9.57
218502	10/4/2019	Louis Lee	AP	89.58
218503	10/4/2019	Dennise Castro	AP	25.39
218504	10/4/2019	Janelle Walker	AP	37.33
218505	10/4/2019	Bourdet Family Trust	AP	140.30
218506	10/4/2019	D.R. Horton	AP	178.74
218507	10/4/2019	Royal Estates Realty	AP	191.04
218508	10/4/2019	Julian & Candelaria Rosales	AP	110.46
218509	10/4/2019	Verizon Wireless	AP	662.13
218510	10/4/2019	Windecker Inc	AP	2,257.04
218511	10/4/2019	Young's Air Conditioning	AP	623.00
218512	10/4/2019	Robert Baker	AP	931.60
218513	10/4/2019	Central Valley Cardiovascular Group Inc.	AP	180.00
218514	10/4/2019	Challenger Teamwear	AP	11,754.94
218515	10/4/2019	Gisselle Curiel	AP	3,340.00
218516	10/4/2019	Eric Espindola	AP	190.00
218517	10/4/2019	ICU Technologies Inc.	AP	17,938.18
218518	10/4/2019	JB Anderson Land Use Planning	AP	3,386.00
218519	10/4/2019	LEVOC	AP	275.00
218520	10/4/2019	Lexipol LLC	AP	6,192.00
218521	10/4/2019	Los Banos Volunteer	AP	2,416.67
218522	10/4/2019	Los Banos Medical Group A Medical Corp.	AP	1,397.00
218523	10/4/2019	Pet Partners	AP	1,209.00
218524	10/4/2019	McElvany Inc	AP	168,027.94
218525	10/4/2019	MH Pumpkins, LLC	AP	300.00
218526	10/4/2019	Miracle Playsystems, Inc.	AP	60,217.27
218527	10/4/2019	Gerald "Obie" O'Brien	AP	77.14
218528	10/4/2019	OSE	AP	854.74
218529	10/4/2019	PG&E Company	AP	143,311.99
218530	10/4/2019	Pinnacle Healthcare Medical Group	AP	125.00
218531	10/4/2019	Premier Access Insurance Co.	AP	20,372.96
218532	10/4/2019	Jana Sousa	AP	112.00
218533	10/4/2019	Sun Life Financial	AP	6,544.15
218534	10/4/2019	The Public Restroom Company	AP	95,848.00
218535	10/4/2019	Law Offices of William A Vaughn	AP	25,060.00
218536	10/4/2019	Walmart	AP	336.00
218537	10/4/2019	Wex Bank	AP	33.01
218540	10/11/2019	Alhambra	AP	56.61
218541	10/11/2019	A & A Portables Inc	AP	117.73
218542	10/11/2019	Accela, Inc.	AP	1,626.00
218543	10/11/2019	Ameripride Services	AP	299.16
218544	10/11/2019	Anthony Gomes	AP	433.82
218545	10/11/2019	Aramark Uniform Ser Inc	AP	1,136.25
218546	10/11/2019	AT&T	AP	21.22
218547	10/11/2019	AT&T	AP	55.00
218548	10/11/2019	Stephanie Aguirre	AP	500.00
218549	10/11/2019	The Bank of New York	AP	470,120.00
218550	10/11/2019	Borelli Real Estate Service, Inc.	AP	90.00
218551	10/11/2019	Brenntag Pacific Inc	AP	4,161.47
218552	10/11/2019	BSK Associates	AP	1,016.00

218553	10/11/2019	CNA Surety	AP	615.00
218554	10/11/2019	Cal Traffic	AP	975.37
218555	10/11/2019	Cook's Communications Corp.	AP	157.58
218556	10/11/2019	CPS	AP	714.50
218557	10/11/2019	CSG Consultants Inc.	AP	50,901.51
218558	10/11/2019	LN Curtis & Sons	AP	7,839.84
218559	10/11/2019	Demand & Precision Parts Company of Milwaukee, Inc	AP	16,080.00
218560	10/11/2019	Fastenal Company	AP	862.54
218561	10/11/2019	Grainger Parts Operations	AP	128.86
218562	10/11/2019	Hach Company	AP	300.42
218563	10/11/2019	Heppner Precision Machine Shop, Inc.	AP	93.79
218564	10/11/2019	Holt of California	AP	602.30
218565	10/11/2019	InfoSend Inc.	AP	5,852.70
218566	10/11/2019	JC's Pure Water & More	AP	35.00
218567	10/11/2019	Johnnie's Cleaners	AP	138.75
218568	10/11/2019	Kings View Corporation	AP	400.00
218569	10/11/2019	Kully Supply, Inc.	AP	322.50
218570	10/11/2019	Lucas Business Systems	AP	776.96
218571	10/11/2019	Marfab Inc	AP	364.66
218572	10/11/2019	Matson Alarm Co Inc	AP	181.00
218573	10/11/2019	Merced County Regional Waste Management Authority	AP	5,132.34
218574	10/11/2019	Merced County Regional Waste Management Authority	AP	78,885.18
218575	10/11/2019	Merced County Regional Waste Management Authority	AP	3,806.43
218576	10/11/2019	Merced Truck & Trailer Inc	AP	134.67
218577	10/11/2019	MOO, Inc.	AP	192.68
218578	10/11/2019	The Office City	AP	259.12
218579	10/11/2019	O'Reilly Auto Parts	AP	334.77
218580	10/11/2019	Paloma Oregon	AP	350.00
218581	10/11/2019	PG&E Company	AP	30.45
218582	10/11/2019	PG Tools & Equipment, LLC	AP	55.19
218583	10/11/2019	Provost and Pritchard Engineering, Inc.	AP	286.00
218584	10/11/2019	Protech Security & Electronics, Inc.	AP	189.00
218585	10/11/2019	R3 Consulting Group	AP	8,765.00
218586	10/11/2019	Renee Bush Veritext LLC	AP	600.00
218587	10/11/2019	SJVAPCD	AP	258.00
218588	10/11/2019	Save Mart Supermarkets	AP	45.63
218589	10/11/2019	Shred-It US JV LLC	AP	277.44
218590	10/11/2019	Sorensens True Value	AP	262.35
218591	10/11/2019	Sprint Solutions, Inc.	AP	189.95
218592	10/11/2019	SWRCB Accounting Office	AP	90.00
218593	10/11/2019	O C Tanner Recognition Company	AP	1,238.12
218594	10/11/2019	Technicon Engineering Services, Inc.	AP	1,431.00
218595	10/11/2019	Terryberry Company LLC	AP	353.28
218596	10/11/2019	Terminix Processing Center	AP	109.00
218597	10/11/2019	Top Dog Police K9 Training and Consulting, LLC	AP	225.00
218598	10/11/2019	Tractor Supply Credit Plan	AP	240.24
218599	10/11/2019	Naomi Townsend	AP	100.00
218600	10/11/2019	All Valley Surveying, Inc	AP	3.69
218601	10/11/2019	Schaar Living Trust	AP	184.29
218602	10/11/2019	Thomas Wilder	AP	149.26
218603	10/11/2019	Connie Salinas	AP	29.69
218604	10/11/2019	Maria Mendoza	AP	112.62
218605	10/11/2019	RB Construction	AP	69.21
218606	10/11/2019	RB Construction	AP	69.21
218607	10/11/2019	RB Construction	AP	69.21
218608	10/11/2019	Robert & Roberta Bernert	AP	49.26

218609	10/11/2019	Diana Padilla Castillo	AP	10.91
218610	10/11/2019	Sunshine Investments	AP	122.39
218611	10/11/2019	Westhill Real Estate	AP	98.52
218612	10/11/2019	Rodolfo Corona	AP	13.89
218613	10/11/2019	Bobby Singh	AP	22.39
218614	10/11/2019	RB Construction	AP	69.21
218615	10/11/2019	Charles & Jennifer Melendez	AP	61.20
218616	10/11/2019	RB Construction	AP	69.21
218617	10/11/2019	D.R. Horton	AP	172.88
218618	10/11/2019	Jessica Rivera	AP	12.50
218619	10/11/2019	Lan Phung	AP	52.69
218620	10/11/2019	Victor Vargas	AP	32.85
218621	10/11/2019	Herbert Fong	AP	158.22
218622	10/11/2019	Real Property Mgt. Valley Wide	AP	182.10
218623	10/11/2019	D.R. Horton	AP	173.61
218624	10/11/2019	Valley Critter Care , Inc.	AP	62.72
218625	10/11/2019	Westside Water Conditioning	AP	28.50
218626	10/11/2019	Windecker Inc	AP	19,157.88
218627	10/11/2019	Winner Chevrolet Inc.	AP	42,774.69
218628	10/11/2019	Matthew Culley	AP	391.40
218629	10/11/2019	Wintergreen Corporation	AP	2,940.38
218630	10/11/2019	Young's Air Conditioning	AP	546.50
218631	10/11/2019	Ca Dept of Justice	AP	2,195.00
218632	10/11/2019	California Building Standards Commission	AP	639.90
218633	10/11/2019	CDTFA California Dept. of Tax & Fee	AP	355.00
218634	10/11/2019	Jesse Ceja	AP	30.00
218635	10/11/2019	CSPCA - Central Sierra Police Chiefs' Association	AP	40.00
218636	10/11/2019	Central Valley Cardiovascular Group Inc.	AP	180.00
218637	10/11/2019	Gisselle Curiel	AP	3,340.00
218638	10/11/2019	City of Los Banos Escrow Account	AP	1,034.60
218639	10/11/2019	City of Los Banos Escrow Account	AP	3,429.52
218640	10/11/2019	Dept of Conservation	AP	1,721.07
218641	10/11/2019	Brenda Geary	AP	443.32
218642	10/11/2019	Home Depot	AP	1,628.79
218643	10/11/2019	Daronica Johnson-Santos	AP	74.00
218644	10/11/2019	Brett Jones	AP	409.24
218645	10/11/2019	Deborah Lewis	AP	74.00
218646	10/11/2019	Los Banos Medical Group A Medical Corp.	AP	364.00
218647	10/11/2019	Merced Sun Star	AP	2,128.92
218648	10/11/2019	Ronny's Inc.	AP	39,044.86
218649	10/11/2019	Ronny's Inc.	AP	9,959.60
218650	10/11/2019	Ronny's Inc.	AP	8,872.93
218651	10/11/2019	William A. Vaughn	AP	409.24
218652	10/11/2019	Michael G. Villalta	AP	74.00
218653	10/11/2019	Western Valley Insurance	AP	61,330.42
218654	10/11/2019	Xerox Financial Services	AP	2,464.46
218663	10/18/2019	A & A Portables Inc	AP	114.68
218664	10/18/2019	Aramark Uniform Ser Inc	AP	182.95
218665	10/18/2019	AT&T Mobility	AP	40.24
218666	10/18/2019	AT&T	AP	587.41
218667	10/18/2019	Brenntag Pacific Inc	AP	3,561.47
218668	10/18/2019	Brinks Inc.	AP	735.03
218669	10/18/2019	BSK Associates	AP	50.00
218670	10/18/2019	A & E Industrial Cleaning Equipment	AP	143.25
218671	10/18/2019	Cartegraph Systems, Inc.	AP	3,871.33
218672	10/18/2019	Civitas Advisors	AP	4,115.13

218673	10/18/2019	Central Sanitary Supply	AP	344.93
218674	10/18/2019	Clark Pest Control Inc	AP	93.00
218675	10/18/2019	Coffee Break Service Inc.	AP	41.50
218676	10/18/2019	Comcast	AP	10.56
218677	10/18/2019	Cook's Communications Corp.	AP	1,590.02
218678	10/18/2019	Copy Shipping Solutions	AP	5.22
218679	10/18/2019	LN Curtis & Sons	AP	306.54
218680	10/18/2019	Victor Chavez	AP	600.00
218681	10/18/2019	Ebix, Inc.	AP	1,311.42
218682	10/18/2019	Edges Electrical Group, LLC	AP	2,759.11
218683	10/18/2019	Ernest Packaging Solutions	AP	1,552.52
218684	10/18/2019	Fastenal Company	AP	23.33
218685	10/18/2019	Ferrellgas, Inc.	AP	171.15
218686	10/18/2019	Garton Tractor Inc	AP	408.72
218687	10/18/2019	Herwaldt Automotive Group, Inc.	AP	645.49
218688	10/18/2019	Ingraham Trophies	AP	503.74
218689	10/18/2019	David A Jones	AP	2,060.00
218690	10/18/2019	Joseph P Silva	AP	100.00
218691	10/18/2019	Kalmikov Enterprises, Inc	AP	234.88
218692	10/18/2019	Krazan & Associates	AP	4,489.75
218693	10/18/2019	Marfab Inc	AP	63.03
218694	10/18/2019	Merced Chevrolet Inc.	AP	689.00
218695	10/18/2019	Merced Truck & Trailer Inc	AP	49.45
218696	10/18/2019	MOO, Inc.	AP	303.59
218697	10/18/2019	N & S Dos Palos Tractor	AP	888.16
218698	10/18/2019	NDN International LLC	AP	1,015.51
218699	10/18/2019	North Central Laboratories	AP	172.07
218700	10/18/2019	The Office City	AP	185.50
218701	10/18/2019	OSE	AP	15.05
218702	10/18/2019	O'Reilly Auto Parts	AP	35.43
218703	10/18/2019	Pacific Landscape Supply, Inc.	AP	3,975.81
218704	10/18/2019	Protech Security & Electronics, Inc.	AP	276.00
218705	10/18/2019	Renee Bush Veritext LLC	AP	600.00
218706	10/18/2019	SJVAPCD	AP	143.00
218707	10/18/2019	Santos Ford Inc.	AP	1,503.36
218708	10/18/2019	Sherwin Williams Co	AP	779.49
218709	10/18/2019	Frank Silveria	AP	380.00
218710	10/18/2019	Smith & Loveless Inc	AP	1,939.11
218711	10/18/2019	Soares Lumber & Fence Inc	AP	26.10
218712	10/18/2019	Sorensens True Value	AP	531.88
218713	10/18/2019	Sorensens True Value	AP	73.56
218714	10/18/2019	Linda Saavedra	AP	350.00
218715	10/18/2019	Yanet Santa Ana	AP	600.00
218716	10/18/2019	Unique Glass	AP	269.69
218717	10/18/2019	Stephanie Pereira	AP	10.44
218718	10/18/2019	USA Blue Book	AP	144.05
218719	10/18/2019	Joyce & Steven Baldwin	AP	7.61
218720	10/18/2019	Aldina Real Estate	AP	67.19
218721	10/18/2019	Aldina Real Estate	AP	73.16
218722	10/18/2019	Home Sweet Home Property Management	AP	23.23
218723	10/18/2019	Courtney and Erin Lavering	AP	97.19
218724	10/18/2019	Teresita Romero	AP	102.97
218725	10/18/2019	D.R. Horton	AP	24.12
218726	10/18/2019	D.R. Horton	AP	19.06
218727	10/18/2019	D.R. Horton	AP	19.06
218728	10/18/2019	D.R. Horton	AP	19.06

218729	10/18/2019	D.R. Horton	AP	19.06
218730	10/18/2019	Juan Venegas Rico	AP	89.54
218731	10/18/2019	A7P LB Investment LLC	AP	120.24
218732	10/18/2019	D.R. Horton	AP	187.54
218733	10/18/2019	D.R. Horton	AP	182.41
218734	10/18/2019	Turn Key Properties, LLC	AP	200.00
218735	10/18/2019	Kay Zimmerman	AP	116.30
218736	10/18/2019	Patty Tang	AP	45.67
218737	10/18/2019	Rosa Cortez	AP	92.56
218738	10/18/2019	Rong Luo	AP	83.59
218739	10/18/2019	Paloma Oregon Orozco	AP	9.60
218740	10/18/2019	Maria Ruelas	AP	83.59
218741	10/18/2019	Lan Phung	AP	76.79
218742	10/18/2019	D.R. Horton	AP	170.31
218743	10/18/2019	Westhill Property Mgmt	AP	164.17
218744	10/18/2019	John Llamas	AP	110.47
218745	10/18/2019	D.R. Horton	AP	169.58
218746	10/18/2019	Blossom Valley Realty, JR Souza	AP	155.22
218747	10/18/2019	D.R. Horton	AP	174.71
218748	10/18/2019	Westside Water Conditioning	AP	173.50
218749	10/18/2019	Windecker Inc	AP	210.00
218750	10/18/2019	Young's Air Conditioning	AP	226.00
218751	10/18/2019	Aflac-Customer Service	AP	535.19
218752	10/18/2019	Los Banos Fitness &	AP	416.00
218753	10/18/2019	Los Banos Police Assn	AP	455.00
218754	10/18/2019	Los Banos Police Assn	AP	175.00
218755	10/18/2019	Los Banos Police Assn	AP	945.00
218756	10/18/2019	MassMutual	AP	1,250.54
218757	10/18/2019	MassMutual	AP	4,142.50
218758	10/18/2019	Merced County Sheriff	AP	150.00
218759	10/18/2019	Nationwide Retirement Solutions	AP	3,037.50
218760	10/18/2019	Professional Fire Fighter	AP	630.00
218761	10/18/2019	State Disbursement Unit	AP	2,088.00
218762	10/18/2019	Vantagepont Transfer Agents - 306797	AP	884.45
218763	10/18/2019	Vantagepoint Transfer Agents - 705827	AP	25.00
218764	10/18/2019	Vantagepoint Transfer Agents - 801838	AP	4,325.00
218765	10/18/2019	Allied Waste Services #917	AP	287,154.87
218766	10/18/2019	Alfredo Alvarez	AP	542.66
218767	10/18/2019	Gisselle Curiel	AP	3,340.00
218768	10/18/2019	Ford Motor Credit Company LLC	AP	1,307.85
218769	10/18/2019	Indigo/Hammond & Playle Architects, LLP	AP	10,058.44
218770	10/18/2019	Phil Jacob	AP	130.00
218771	10/18/2019	Merced County Auditor Controller	AP	525.00
218772	10/18/2019	Merced County Clerk	AP	100.00
218773	10/18/2019	Merced County Tax Collector	AP	32,784.00
218774	10/18/2019	PlaceWorks, Inc.	AP	8,177.85
218775	10/18/2019	RGW Equipment Sales, LLC	AP	48,100.12
218776	10/18/2019	Miriam Rivas	AP	175.00
218777	10/18/2019	Santos Ford Inc.	AP	132,079.00
218778	10/18/2019	US Bank Corp Pymt System	AP	28,347.43
218779	10/18/2019	Vanus Warren	AP	175.00
218780	10/23/2019	Westamerica Bank - Cafeteria Plan	AP	51,556.49
218781	10/25/2019	Alert-O-Lite, Inc.	AP	697.10
218782	10/25/2019	Ameripride Services	AP	298.58
218783	10/25/2019	Animal Damage Management, Inc.	AP	3,627.50
218784	10/25/2019	Aramark Uniform Ser Inc	AP	312.85

218785	10/25/2019	AT&T	AP	906.59
218786	10/25/2019	AT&T	AP	100.20
218787	10/25/2019	Backflow Apparatus & Valve Co.	AP	1,761.96
218788	10/25/2019	BJ's Consumers Choice	AP	64.00
218789	10/25/2019	Bruce's Tire Inc	AP	4,781.32
218790	10/25/2019	BSK Associates	AP	707.00
218791	10/25/2019	Burton's Fire Inc.	AP	895.10
218792	10/25/2019	Central Sanitary Supply	AP	115.22
218793	10/25/2019	Coffee Break Service Inc.	AP	177.10
218794	10/25/2019	Comcast	AP	334.41
218795	10/25/2019	CSG Consultants Inc.	AP	2,535.49
218796	10/25/2019	LN Curtis & Sons	AP	667.61
218797	10/25/2019	Custom Locksmith & Alarm Inc.	AP	58.63
218798	10/25/2019	Display Sales	AP	4,826.25
218799	10/25/2019	Don's Mobile Glass, Inc.	AP	4,938.00
218800	10/25/2019	Edges Electrical Group, LLC	AP	652.45
218801	10/25/2019	Engineering Unlimited Inc	AP	761.73
218802	10/25/2019	F S Rod Inc	AP	4,925.42
218803	10/25/2019	Farmer Brothers Coffee	AP	58.10
218804	10/25/2019	Fastenal Company	AP	97.15
218805	10/25/2019	Fast Track Car Wash	AP	28.00
218806	10/25/2019	Federal Express Corporation	AP	38.81
218807	10/25/2019	Ferguson Enterprises Inc DBA Groeniger & Company	AP	2,000.77
218808	10/25/2019	Ferrellgas, Inc.	AP	100.00
218809	10/25/2019	Golden State Flow Measurement	AP	3,420.86
218810	10/25/2019	Government Revenue Solutions Holdings I, LLC	AP	750.00
218811	10/25/2019	Gouveia Engineering Inc.	AP	19,510.57
218812	10/25/2019	Grainger Parts Operations	AP	41.22
218813	10/25/2019	Esther Gonzalez	AP	600.00
218814	10/25/2019	Hach Company	AP	1,152.01
218815	10/25/2019	Heppner Precision Machine Shop, Inc.	AP	276.87
218816	10/25/2019	Kully Supply, Inc.	AP	229.06
218817	10/25/2019	Marfab Inc	AP	2,241.29
218818	10/25/2019	Merced Truck & Trailer Inc	AP	211.43
218819	10/25/2019	Miracle Playsystems, Inc.	AP	27,183.63
218820	10/25/2019	Monterey Auto Services Inc.	AP	40.75
218821	10/25/2019	MOO, Inc.	AP	310.78
218822	10/25/2019	N & S Dos Palos Tractor	AP	982.89
218823	10/25/2019	Napa Auto Parts of Los Banos	AP	94.87
218824	10/25/2019	The Office City	AP	923.41
218825	10/25/2019	O'Reilly Auto Parts	AP	647.89
218826	10/25/2019	Pamela Ortiz	AP	350.00
218827	10/25/2019	PG&E Company	AP	9.60
218828	10/25/2019	PG Tools & Equipment, LLC	AP	50.57
218829	10/25/2019	Gametime	AP	7,514.54
218830	10/25/2019	Precision Civil Engineering, Inc	AP	2,430.00
218831	10/25/2019	Provost and Pritchard Engineering, Inc.	AP	87.50
218832	10/25/2019	Pro Clean Supply	AP	291.06
218833	10/25/2019	Protech Security & Electronics, Inc.	AP	247.50
218834	10/25/2019	The Regents of University of California	AP	8,792.00
218835	10/25/2019	Domingo Sandoval	AP	150.00
218836	10/25/2019	Santos Ford Inc.	AP	790.49
218837	10/25/2019	Sherwin Williams Co	AP	384.86
218838	10/25/2019	Robert & Susan Hansen	AP	391.50
218839	10/25/2019	Sorensens True Value	AP	823.73
218840	10/25/2019	Sprint Solutions, Inc.	AP	987.74

218841	10/25/2019	Talley Oil Inc.	AP	9,014.14
218842	10/25/2019	Terryberry Company LLC	AP	588.65
218843	10/25/2019	Royal Estates Realty	AP	158.22
218844	10/25/2019	Keith Moffatt	AP	62.70
218845	10/25/2019	Mary Evans	AP	74.64
218846	10/25/2019	Oliver and Debbie Soares	AP	153.16
218847	10/25/2019	Debra Foster	AP	10.46
218848	10/25/2019	Verizon Wireless	AP	795.46
218849	10/25/2019	West Publishing Corporation	AP	342.64
218850	10/25/2019	Windecker Inc	AP	3,026.96
218851	10/25/2019	Young's Air Conditioning	AP	908.00
218852	10/25/2019	Richard A Blak Phd	AP	400.00
218853	10/25/2019	Caliber Bodyworks, Inc.	AP	1,698.93
218854	10/25/2019	Central Valley Cardiovascular Group Inc.	AP	180.00
218855	10/25/2019	Gisselle Curiel	AP	3,340.00
218856	10/25/2019	Ford Motor Credit Company LLC	AP	3,689.59
218857	10/25/2019	Mary Lou Gilardi	AP	256.32
218858	10/25/2019	Gouveia Engineering Inc.	AP	8,497.14
218859	10/25/2019	Los Banos Medical Group A Medical Corp.	AP	547.00
218860	10/25/2019	Pet Partners	AP	657.00
218861	10/25/2019	Jennifer Matthews	AP	81.00
218862	10/25/2019	Merced Sun Star	AP	1,778.08
218863	10/25/2019	PlaceWorks, Inc.	AP	38,858.54
218864	10/25/2019	Ronny's Inc.	AP	1,530.00
218865	10/25/2019	Stantec Consulting Services, Inc.	AP	605.50
218866	10/25/2019	Talley Oil Inc.	AP	1,346.79
218867	10/25/2019	April Vieira	AP	81.00
218868	10/25/2019	Walmart	AP	433.55

Break in check sequence due to the following:
Check #218328 (Payroll)

Total Void Check Count: 2
Total Void Check Amount: 399.79
Total Valid Check Count: 519
Total Valid Check Amount: 2,634,373.37
Total Check Count: 521
Total Check Amount: 2,634,773.16

Break in check sequence due to the following:
Check #218413 - #218420 (Payroll)

Break in check sequence due to the following:
Check #218436 (Payroll)

Break in check sequence due to the following:
Check #218538 - #218539 (Payroll)

Break in check sequence due to the following:
Check #218655 - #218662 (Payroll)



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Kim Tomas, City Treasurer/Accounting & Budget Supervisor 
DATE: November 6, 2019
TYPE OF REPORT: Consent Agenda
SUBJECT: First Quarter Investment Report for 2019/2020

Recommendation:

To accept the quarterly investment report as submitted.

Background:

The City of Los Banos follows its investment policy to assure that it invests all surplus inactive monies in a manner which ensures a maximum return consistent with safety on such investments while maintaining the integrity of such surplus and inactive funds. A quarterly investment report provides proof that City funds are invested in such a manner. It includes all investments except funds held by the City's trustees. Funds held by trustees include bond reserve funds, deferred compensation plans, and other post retirement benefit funds.

Fiscal Impact:

Informational only, no fiscal impact.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

City of Los Banos First Quarter 2019/2020 Investment Report



City of
Los Banos
At the Crossroads of California

In accordance with Government Code Section 53646 and the City of Los Banos Investment Policy, the following shall constitute the quarterly report of investments on behalf of the City of Los Banos:

**Investment Balances
As of September 30, 2019**

Type of Investment	Issuer	Maturity	Amount Invested	Annual Percentage Yield
LAIF (Local Agency Investment Fund)	State of California	Daily	\$64,621,439	2.25% effective yield
Bonds, Treasury Money Market Funds and CD's (Certificate of Deposits)	Wells Fargo Securities	Staggered 5 years	\$12,675,283	1.45% - 2.45%
Investment Balance:			\$77,296,722	

1. As of the date of this report, the majority of the City of Los Banos funds are invested in the State of California Local Agency Investment Fund (LAIF), in accordance with section 16429.1 of the Governmental Code.
2. As of the date of this report, the remainder of the City of Los Banos' funds are deposited in Corporate Bonds, and various FDIC insured Certificates of Deposits held with Wells Fargo Securities, LLC. Therefore, as provided by Governmental Code Section 53646 (e) attached are the most recent statement(s) received by the City of Los Banos.
3. The portfolio of the City of Los Banos is in compliance with the City of Los Banos' Investment Policy.
4. The investment balances are reconciled monthly to the General Ledger by the Finance Department.
5. It is expected that the City will be able to meet its projected expenditure requirements for the next six months.

California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
 P.O. Box 942809
 Sacramento, CA 94209-0001
 (916) 653-3001

October 15, 2019

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CITY OF LOS BANOS

CITY TREASURER
 520 J STREET
 LOS BANOS, CA 93635

Tran Type Definitions

Account Number: 98-24-490

September 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
9/6/2019	9/6/2019	RD	1616812	KIM TOMAS	7,000,000.00

Account Summary

Total Deposit:	7,000,000.00	Beginning Balance:	57,621,439.37
Total Withdrawal:	0.00	Ending Balance:	64,621,439.37



CALIFORNIA STATE TREASURER FIONA MA, CPA



PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
09/16/19	2.28	2.35	182
09/17/19	2.27	2.35	188
09/18/19	2.27	2.35	187
09/19/19	2.27	2.35	186
09/20/19	2.26	2.35	185
09/21/19	2.26	2.34	185
09/22/19	2.26	2.34	185
09/23/19	2.26	2.34	186
09/24/19	2.26	2.34	185
09/25/19	2.25	2.34	184
09/26/19	2.25	2.34	186
09/27/19	2.25	2.34	187
09/28/19	2.25	2.34	187
09/29/19	2.25	2.34	187
09/30/19	2.25	2.34	185
10/01/19	2.22	2.22	200
10/02/19	2.22	2.22	200
10/03/19	2.21	2.22	198
10/04/19	2.21	2.22	198
10/05/19	2.21	2.21	198
10/06/19	2.21	2.21	198
10/07/19	2.21	2.21	197
10/08/19	2.21	2.21	197
10/09/19	2.21	2.21	196
10/10/19	2.20	2.21	199
10/11/19	2.20	2.21	200
10/12/19	2.20	2.21	200
10/13/19	2.20	2.21	200
10/14/19	2.20	2.21	197
10/15/19	2.20	2.21	198
10/16/19	2.19	2.21	197

*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

LAIF Performance Report

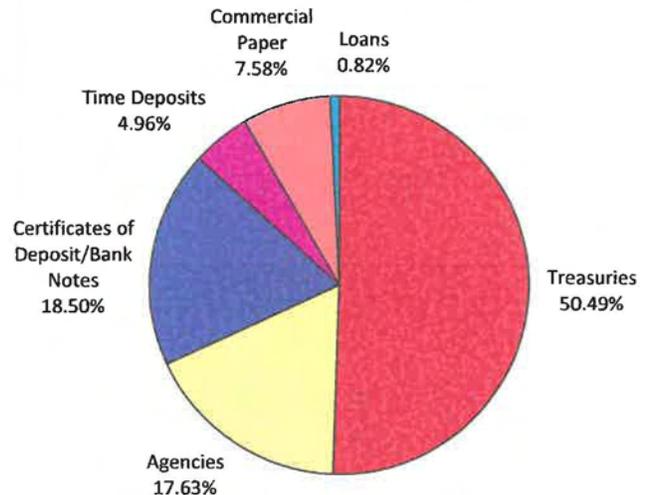
Quarter Ending 09/30/19

Apportionment Rate: 2.45
 Earnings Ratio: .00006701807521016
 Fair Value Factor: 1.001642817
 Daily: 2.25%
 Quarter to Date: 2.34%
 Average Life: 185

PMIA Average Monthly Effective Yields

Sep 2019 2.280
 Aug 2019 2.341
 July 2019 2.379

Pooled Money Investment Account Portfolio Composition 09/30/19 \$97.4 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 10/16/2019



Wells Fargo Bank, N.A.
 45 FREMONT ST
 FLOOR 34
 SAN FRANCISCO, CA 94105-2204

WILLIAMS/LEWIS
 1-800-353-4331

Combined Summary
Brokerage Account and Bank Account

Statement Period
09/01/2019 - 09/30/2019

CITY OF LOS BANOS
 ATTN MARTHA BRAZIL

Account Number
 1AB28736

Total Account Value Summary - US Dollar (USD)

This summary does not reflect the value of unpriced securities. Repurchase agreements are reflected at par value.

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	\$ 0.00	\$ 0.00	0%
Money Market Mutual Funds	6,181,941.77	6,440,240.11	51%
Bonds	6,485,982.26	6,235,042.67	49%
Stocks	0.00	0.00	0%
Total Account Value	\$ 12,667,924.03	\$ 12,675,282.78	100%
Value Change Since Last Statement Period		\$ 7,358.75	
Percent Increase Since Last Statement Period			0%
Value Last Year-End		\$ 12,297,282.00	
Percent Increase Since Last Year-End			3%

***Includes amortized Par value of municipal leases and notes.

Total Income Summary USD

	This Period	Year-To-Date
Interest	\$ 3,608.58	\$ 109,251.48
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	9,689.76	74,156.70
Other	0.00	0.00
Income Total	\$ 13,298.34	\$ 183,408.18

Total Interest Charged USD

Description	This Period
Debit Interest For September 2019	0.00
Total Interest Charged	\$ 0.00

Total Money Market Mutual Funds Summary USD

Description	Amount
Opening Balance	\$ 6,181,941.77
Deposits and Other Additions	248,608.58
Distributions and Other Subtractions	0.00
Dividends Reinvested	9,689.76
Change in Value	0.00
Closing Balance	\$ 6,440,240.11



Brokerage Account Statement
Wells Fargo Securities, LLC

Statement Period
09/01/2019 - 09/30/2019

Wells Fargo Securities, LLC
 45 FREMONT ST
 FLOOR 34
 SAN FRANCISCO, CA 94105-2204

WILLIAMS/LEWIS
 1-800-353-4331

CITY OF LOS BANOS
 ATTN MARTHA BRAZIL

Account Number
 1AB28736

Account Value Summary USD

This summary does not reflect the value of unpriced securities. Repurchase agreements are reflected at par value.

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	\$ 0.00	\$ 0.00	0%
Money Market Mutual Funds	0.00	0.00	0%
Bonds	0.00	0.00	0%
Stocks	0.00	0.00	0%
Total Account Value	\$ 0.00	\$ 0.00	0%
Value Change Since Last Statement Period		\$ 0.00	
Percent Increase Since Last Statement Period			N/A
Value Last Year-End		\$ 0.00	
Percent Increase Since Last Year-End			N/A

Income Summary USD

	This Period	Year-To-Date
Interest	\$ 0.00	\$ 0.00
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	0.00	0.00
Other	0.00	0.00
Income Total	\$ 0.00	\$ 0.00

Interest Charged USD

Description	This Period
Debit Interest For September 2019	0.00
Total Interest Charged	\$ 0.00

Money Market Mutual Funds Summary USD

Description	Amount
Opening Balance	\$ 0.00
Deposits and Other Additions	0.00
Distributions and Other Subtractions	0.00
Dividends Reinvested	0.00
Change in Value	0.00
Closing Balance	\$ 0.00



Important Information

This statement is provided to customers of Wells Fargo Securities, LLC ("WFS"), broker dealer 0250. Statements are provided monthly for accounts with transactions and/or security positions. The account statement contains a list of securities held in safekeeping by WFS as of the statement date and provides details of purchase and sale transactions, the receipt and disbursement of cash and securities, and other activities relating to the account during the statement period.

For WFS customers who choose to maintain a safekeeping account at Wells Fargo Bank, N.A. ("Bank"), this statement is accompanied by a separate Bank safekeeping statement. The Bank safekeeping statement, if applicable, contains a list of securities held in safekeeping by the Bank as of the statement date.

Pricing: Security and brokered certificate of deposit ("CD") prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. For exchange-listed securities, the price provided is the closing price at month end. For unlisted securities, it is the "bid" price at month end. The price of CDs that mature in one year or less are shown at last price traded. The price of CDs that mature in greater than one year and of other instruments that trade infrequently are estimated using similar securities for which prices are available. Prices on the statement may not necessarily be obtained when the asset is sold.

Brokered CD Pricing: Like bonds, brokered CDs are subject to price fluctuation and the value of a CD, if sold prior to maturity, may be less than at the time of its purchase. Significant loss of principal could result. While WFS generally makes a market in CDs it underwrites, the secondary market for CDs that it does not underwrite may be very limited. In those cases, WFS will use its best efforts to help investors find a buyer.

SIPC: WFS is a member of the Securities Investor Protection Corporation ("SIPC"). In the event of insolvency or liquidation of WFS, securities held in safekeeping at WFS are covered by SIPC against the loss, but not investment risk, up to a maximum of \$500,000 per customer, which includes a \$250,000 limit on claims for cash held in the account. SIPC protection does not provide any protection whatsoever against investment risk, including the loss of principal on an investment. This coverage does not apply to securities held in safekeeping by the Bank. Additional information about SIPC, including a SIPC brochure, may be obtained by visiting www.sipc.org or by calling SIPC at 1-202-371-8300.

FINRA BrokerCheck Program: WFS is a member of the Financial Industry Regulatory Authority (FINRA). Under its BrokerCheck program, FINRA provides certain information regarding the disciplinary history of broker/dealers and their associated persons. Information can be obtained from the FINRA BrokerCheck program hotline number (1-800-289-9999) or the FINRA website (www.finra.org). A brochure describing the FINRA BrokerCheck program will be furnished upon written request.

Free Credit Balances: Any customer free credit balances may be used in the business of WFS subject to limitation of 17 CFR Section 240 § 15c(3)-3 under the Securities Exchange Act of 1934. In the course of normal business operations, a customer has the right to receive delivery of the following: any free credit balances to which he or she is entitled, any fully paid securities to which he or she is entitled, and any securities purchased on margin upon full payment of indebtedness to WFS.

Equity Order Routing: WFS will generally route equity and listed options orders taking into consideration among other factors, the quality and speed of execution, as well as the credits, cash or other payments it may receive from any exchange, broker-dealer or market center. This may not be true if a customer has directed or placed limits on any orders. Whenever possible, WFS will route orders in an attempt to obtain executions at prices equal or superior to the nationally displayed best bid or offer. WFS will also attempt to obtain the best execution regardless of any compensation it may receive. The nature and source of credits and payments WFS receives in connection with specific orders will be furnished to a customer upon request. WFS prepares quarterly reports describing its order routing practices for non-directed orders routed to a particular venue for execution. A printed copy of this report along with other compliance and regulatory information is available upon written request or by visiting: <https://www.wellsfargo.com/com/securities/regulatory>.

Equity Extended Hours Trading: See important information relating to equities trading before and after regular trading hours at: www.wellsfargo.com/com/securities/regulatory.

Equity Open Orders: Open orders will remain in effect until executed or canceled by you. Failure to cancel an open order may result in the transaction being executed for your account. WFS has no responsibility to cancel an open order at its own initiative.

Dividend Reinvestment: In any dividend reinvestment transaction, WFS acted as agent. Additional information regarding transactions of this nature will be furnished to a customer upon written request.

Account Transfers: A fee will be charged to customers transferring their existing WFS account to another broker/dealer or any other financial institution.

Non-deposit investment products recommended, offered or sold by WFS, including mutual funds, are not federally insured or guaranteed by or obligations of the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve System or any other agency; are not bank deposits; are not obligations of, or endorsed or guaranteed in any way by any bank or WFS; and are subject to risk, including the possible loss of principal, that may cause the value of the investment and investment return to fluctuate.

When the investment is sold, the value may be higher or lower than the amount originally invested. WFS is a subsidiary of Wells Fargo & Company, is not a bank or thrift, and is separate from any other affiliated bank or thrift. WFS is a registered broker-dealer and member of FINRA. No affiliate of WFS is responsible for the securities sold by WFS.

Mutual Funds: The distributor of Wells Fargo Funds is affiliated with WFS/Wells Fargo Securities, LLC.

Institutional Prime and Institutional Tax Exempt money market mutual funds are required to price and transact at a net asset value ("NAV") per share that fluctuates based upon the pricing of the underlying portfolio of securities and this requirement may impact the value of those fund shares. Additionally, Institutional Prime and Institutional Tax Exempt funds may be subject to redemption fees and/or gates that can affect the availability of funds invested.

Mutual funds are sold by prospectus, which includes more complete information on risks, charges, expenses and other matters of interest. Investors should read the prospectus carefully before investing.

Financial Statements: WFS financial statements are available upon request.

Trade Confirmations: Investment purchases and sales are subject to the terms and conditions stated on the trade confirmation relating to that transaction. In the event of a conflict between the trade confirmation and this statement, the trade confirmation will govern.

Listed Options: Commissions and other charges related to the execution of listed option transactions have been included in confirmations of such transactions that have been previously furnished and are available upon request. Promptly advise your WFS sales representative of any material change in your investment objectives or financial situation.

Customer Complaints and Reporting Discrepancies: Customer complaints, statement reporting inaccuracies or discrepancies should be promptly reported in writing to:

Customer Service
90 South 7th Street
5th Floor, MAC N9305-05F
Minneapolis, MN 55402
wfscustomerservice@wellsfargo.com

Customers may also report complaints, inaccuracies or discrepancies by calling 1-800-645-3751 option 5. International callers should call 1-877-856-8878. To further protect their rights, including rights under the Securities Investor Protection Act, customers should also re-confirm in writing to the above address any oral communications with WFS relating to the inaccuracies or discrepancies.

Wells Fargo Bank, N.A. Institutional Deposit: Funds invested in the Institutional Deposit are on deposit at Wells Fargo Bank, N.A. and balances are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the full amount allowable by law. Institutional Deposit balances are not insured by the Securities Investor Protection Corporation ("SIPC"). For further details, see the Institutional Deposit Product Description.



Bank Account Statement
Wells Fargo Bank, N.A.

Statement Period
09/01/2019 - 09/30/2019

Wells Fargo Bank, N.A.
 45 FREMONT ST
 FLOOR 34
 SAN FRANCISCO, CA 94105-2204

WILLIAMS/LEWIS
 1-800-353-4331

CITY OF LOS BANOS
 ATTN MARTHA BRAZIL

Account Number
 1AB28736

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Income Summary USD

	This Period	Year-To-Date
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Money Market Mutual Funds Dividends	9,689.76	74,156.70
Other	0.00	0.00
Income Total	\$ 13,298.34	\$ 183,408.18

Interest Charged USD

Description	This Period
Debit Interest For September 2019	0.00
Total Interest Charged	\$ 0.00

Money Market Mutual Funds Summary USD

Description	Amount
Opening Balance	\$ 6,181,941.77
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Customer Service
90 South 7th Street
5th Floor, MAC N9305-05F
Minneapolis, MN 55402
wfscustomerservice@wellsfargo.com

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Wells Fargo Bank, N.A. Institutional Deposit: Funds invested in the Institutional Deposit are on deposit at Wells Fargo Bank, N.A. and balances are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the full amount allowable by law. Institutional Deposit balances are not insured by the Securities Investor Protection Corporation ("SIPC"). For further details, see the Institutional Deposit Product Description.

Statement Ending: September 30, 2019

CITY OF LOS BANOS

Account Number: 1AB28736

Portfolio Holdings *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
14042E6A3	CAPITAL ONE NA INTEREST BEARING CERTIFICATE OF DEPOSIT	08/26/20	2.350%	245,000.000	100.4585	246,123.23		
140420UQ1	CAPITAL ONE BANK USA INTEREST BEARING CERTIFICATE OF DEPOSIT	08/26/20	2.350%	245,000.000	100.4947	246,212.03		
20033AMF0	COMENITY CAPITAL BANK INTEREST BEARING CERT OF DEP	08/31/20	2.300%	245,000.000	100.4550	246,114.80		
40434AC72	HSBC BK USA NA INTEREST BEARING CERTIFICATE OF DEPOSIT	11/17/20	1.600%	250,000.000	101.3490	253,372.42		
05580ADQ4	BMW BANK NA INTEREST BEARING CERTIFICATE OF DEPOSIT	01/22/21	2.100%	245,000.000	100.6478	246,587.10		
38148J6M8	GOLDMAN SACHS BANK USA INTEREST BEARING CERTIFICATE OF DEPOSIT	01/27/21	2.100%	245,000.000	99.9986	244,996.60		
48125YS47	JP MORGAN CHASE BANK NA INTEREST BEARING CERTIFICATE OF DEPOSIT	04/19/21	1.550%	250,000.000	99.6183	249,045.67		Y
58733ACR8	MERCANTIL COMMERCEBANK INTEREST BEARING CERTIFICATE OF DEPOSIT	05/13/21	1.600%	250,000.000	99.8404	249,600.88		
31938QS54	FIRST BUSINESS BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	06/24/21	1.500%	250,000.000	99.4886	248,721.47		
51210SLV7	LAKESIDE BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	09/16/21	1.550%	250,000.000	99.3276	248,319.04		Y
32117HAN5	FIRST NATIONAL BK BERLIN INTEREST BEARING CERTIFICATE OF DEPOSIT	09/24/21	1.500%	250,000.000	99.3381	248,345.33		Y
29266N3W5	ENERBANK USA INTEREST BEARING CERTIFICATE OF DEPOSIT	09/29/21	1.450%	250,000.000	99.3139	248,284.73		
03753XAL4	APEX BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	09/30/21	1.500%	250,000.000	99.4111	248,527.76		
81423LCA8	SECURITY FED BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	09/30/21	1.500%	250,000.000	99.3335	248,333.66		Y
96926CAE2	WILLIAM PENN BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	09/30/21	1.500%	250,000.000	99.3335	248,333.81		Y
8562846A7	STATE BANK OF INDIA INTEREST BEARING CERTIFICATE OF DEPOSIT	01/26/22	2.250%	245,000.000	101.0112	247,477.48		
2546723C0	DISCOVER BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	02/15/22	2.250%	245,000.000	101.0335	247,532.18		

CITY OF LOS BANOS

Account Number: 1AB28736

Portfolio Holdings (Continued) *Security positions held with Wells Fargo Bank N.A.*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
Bonds USD								
13063DAD0	CALIFORNIA ST TXBL-HIGH-SPEED PASSENGER TRAI	04/01/22	2.367%	1,500,000.000	101.2460	1,518,690.00		N
02587DN38	AMERICAN EXPR CENTURION INTEREST BEARING CERTIFICATE OF DEPOSIT	04/05/22	2.450%	245,000.000	101.2055	247,953.59		
02587CEM8	AMERICAN EXPRESS BK FSB INTEREST BEARING CERTIFICATE OF DEPOSIT	05/03/22	2.350%	250,000.000	100.9884	252,470.89		
				6,210,000.000		6,235,042.67	0.00	

*See important information regarding security pricing on Page 2.

**Total amount that is pledged to or held for another party or parties. Refer to the Pledge Detail Report for more information.

Daily Account Activity

Your investment transactions during this statement period.

Transaction / Trade Date	Settlement / Effective Date	Activity	Security ID	Description	Par / Quantity	Price	Principal Amount	Income Amount	Debit / Credit Amount
09/03/19	09/03/19	Interest	2003AMF0	COMENITY CAPITAL BANK INTEREST				478.59	478.59
09/13/19	09/13/19	Interest	58733ACR8	MERCANTIL COMMERCEBANK				339.73	339.73
09/16/19	09/16/19	Interest	51210SLV7	LAKESIDE BANK INTEREST BEARING				329.11	329.11
09/26/19	09/26/19	Interest	32117HAN5	FIRST NATIONAL BK BERLIN				318.49	318.49
09/30/19	09/30/19	Matured	687377DS7	ORRSTOWN BANK INTEREST BEARING			245,000.00		245,000.00
09/30/19	09/30/19	Interest	687377DS7	ORRSTOWN BANK INTEREST BEARING				416.16	416.16
09/30/19	09/30/19	Interest	2003AMF0	COMENITY CAPITAL BANK INTEREST				463.15	463.15
09/30/19	09/30/19	Interest	96926CAE2	WILLIAM PENN BANK INTEREST				318.49	318.49
09/30/19	09/30/19	Interest	81423LCA8	SECURITY FED BANK INTEREST				318.49	318.49
09/30/19	09/30/19	Interest	29266N3W5	ENERBANK USA INTEREST BEARING				307.88	307.88
09/30/19	09/30/19	Interest	03753XAL4	APEX BANK INTEREST BEARING				318.49	318.49

CITY OF LOS BANOS
Account Number: 1AB28736

Money Market Fund Activity

WF 100% Treas S 8	Dividend paid this period	7 day* simple yield	30 day* simple yield
*As of September 30, 2019	0.49	1.540%	1.580%
USD			

Transaction Date	Activity	Shares	Price	Market Value (\$)	Dividend Amount	Share Balance
	Beginning Balance		1.0000	347.85		347.85000
09/03/19	Reinvest	0.49000			0.49	348.34000
	Ending Balance		1.0000	348.34		348.34000

WF 100% Trea Adm 3722	Dividend paid this period	7 day* simple yield	30 day* simple yield
*As of September 30, 2019	9,689.27	1.740%	1.780%
USD			

Transaction Date	Activity	Shares	Price	Market Value (\$)	Dividend Amount	Share Balance
	Beginning Balance		1.0000	6,181,593.92		6,181,593.92000
09/03/19	Purchase	478.59000		478.59		6,182,072.51000
09/03/19	Reinvest	9,689.27000			9,689.27	6,191,761.78000
09/13/19	Purchase	339.73000		339.73		6,192,101.51000
09/16/19	Purchase	329.11000		329.11		6,192,430.62000
09/26/19	Purchase	318.49000		318.49		6,192,749.11000
09/30/19	Purchase	247,142.66000		247,142.66		6,439,891.77000
	Ending Balance		1.0000	6,439,891.77		6,439,891.77000



**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
SEPTEMBER 18, 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 7:03 p.m.

PLEDGE OF ALLEGIANCE: Police Commander Hedden led the pledge of allegiance.

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria (7:05 pm), 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 Commander Hedden, Fire Chief Hurley, Finance Director Williams, Community & Economic Development Director Elms, Public Works Director/City Engineer Fachin.

CONSIDERATION OF APPROVAL OF AGENDA: Mayor Villalta stated that there is an immediate need to take action on an item that arose after the posting of the agenda (receipt of MCAG Agenda after City's Agenda had been distributed) and therefore is requesting to add this item for consideration: PIONEER ROAD WIDENING PROJECT INCLUSION IN THE REGIONAL TRANSPORTATION PROGRAM so that the City Council can provide direction to the Mayor. He read the allowances under the Brown Act which cover adding items to the City Council's agenda after the 72-hour posting requirement has elapsed.

Motion by Lewis, seconded by Johnson-Santos to add PIONEER ROAD WIDENING PROJECT INCLUSION IN THE REGIONAL TRANSPORTATION PROGRAM to the agenda as item #12. The motion carried by the following roll call vote – AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta. NOES: None.

Motion by Jones, seconded by Faria to approve the City Council Meeting agenda with the addition of item #12 – PIONEER ROAD WIDENING PROJECT INCLUSION IN THE REGIONAL TRANSPORTATION PROGRAM. 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. JOHN CATES, Los Banos, President of the Los Banos Chamber of Commerce, expressed gratitude to Police Chief Brizzee and the Los Banos Police Department for their help at the very successful Fall Street Faire and noted that there was a very nice Police presence and it presented a great sense of security, thanked the Police Vital Volunteers and the Mayor and Council Members for their support, as Chamber President he continues to work on building the relationship with the City, spoke regarding the upcoming October events; KYLE LORETO, Republic Services, reminded all about the Fall Cleanup event on Saturday, September 21, 2019 at the fairgrounds and spoke regarding what is being accepted. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Council Member Lewis requested that item 6D – City Council Resolution No. 6127 – Accepting Grant Deed for Right-of-Way Dedication of Approximately 7,000 Square Feet of Land at the Southeast *Northeast* Corner of Second Street and H Street for Public Sidewalk and Pedestrian Purposes in Connection with the Rail Trail be pulled from the consent agenda for separate consideration.

Motion by Lewis, seconded by Johnson-Santos to approve the consent agenda, with the removal of item 6D - City Council Resolution No. 6127 – Accepting Grant Deed for Right-of-Way Dedication of Approximately 7,000 Square Feet of Land at the Southeast Corner of Second Street and H Street for Public Sidewalk and Pedestrian Purposes in Connection with the Rail Trail, as follows: Check Register for #217909 – #218098 in the Amount of \$310,205.24; Minutes for the September 4, 2019 City Council Meeting; Minutes for the September 5, 2019 Adjourned City Council Meeting.; ~~City Council Resolution No. 6127 – Accepting Grant Deed for Right of Way Dedication of Approximately 7,000 Square Feet of Land at the Southeast *Northeast* Corner of Second Street and H Street for Public Sidewalk and Pedestrian Purposes in Connection with the Rail Trail;~~ City Council Resolution No. 6128 – Authorizing Award of Construction Contract to Rolfe Construction Company in the Amount of \$154,679.00 with a 10% Contingency in the Amount of \$15,468.00 for the 8th and 9th Street Waterline Construction Project; City Council Resolution No. 6129 – Accepting the Idaho Avenue Waterline Replacement Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder. The motion carried by the affirmative action of all Council Members present.

CITY COUNCIL RESOLUTION NO. 6127 – ACCEPTING GRANT DEED FOR RIGHT-OF-WAY DEDICATION OF APPROXIMATELY 7,000 SQUARE FEET OF LAND AT THE SOUTHEAST *NORTHEAST* CORNER OF SECOND STREET AND H STREET FOR PUBLIC SIDEWALK AND PEDESTRIAN PURPOSES IN CONNECTION WITH THE RAIL TRAIL. Council Member Lewis inquired as to whether the legal description attached as Exhibit A to the resolution is stated correctly for which Public Works Director/City Engineer Fachin confirmed.

Motion by Lewis, seconded by Faria to adopt City Council Resolution No. 6127 – Accepting Grant Deed for Right-of-Way Dedication of Approximately 7,000 Square Feet of Land at the Northeast Corner of Second Street and H Street for Public Sidewalk and Pedestrian Purposes in Connection with the Rail Trail. The motion carried by the affirmative action of all Council Members present.

CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 6130 – ACCEPTING THE POLICE FACILITIES NEEDS ASSESSMENT REPORT PREPARED BY INDIGO HAMMOND + PLAYLE ARCHITECTS, LLP. Assistant Public Works Director Pimentel presented the staff report and introduced Bruce Playle, Principal Architect who spoke in more detail to the Police Facilities Needs Assessment they prepared.

Motion by Jones, seconded by Lewis to adopt City Council Resolution No. 6130 – Accepting the Police Facilities Needs Assessment Report Prepared by Indigo Hammond + Playle Architects, Inc. The motion carried by the affirmative action of all City Council Members present.

PENINSULA CLEAN ENERGY PRESENTATION REGARDING THE BILLY WRIGHT SOLAR PROJECT. Jan Pepper, CEO of Peninsula Clean Energy and Rick Bonilla, City of San Mateo Council Member spoke in more detail regarding the Peninsula Clean Energy Billy Wright Solar Project, which included a PowerPoint presentation.

There was discussion with the representatives regarding how this Community Choice Energy Program works, how it would be beneficial to the residents of Los Banos and how it differs from PG&E.

Direction was given to staff to investigate the Community Choice Energy Programs and bring back results to the City Council for further discussion and direction.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF THE CITY’S COST ALLOCATION PLAN AND THE COMPREHENSIVE USER FEE STUDY AND ADOPTION OF A COMPREHENSIVE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR CITY SERVICES; CITY COUNCIL RESOLUTION NO. 6131 – ADOPTING THE CITY’S COST ALLOCATION PLAN AND A CITY-WIDE COMPREHENSIVE USER FEE STUDY, ADOPTING A COMPREHENSIVE FEE SCHEDULE ESTABLISHING AND AMENDING CERTAIN SERVICE AND DEVELOPMENT-RELATED FEES FOR SERVICE. Finance Director Williams presented the staff report and introduced Tony Thrasher, with Willdan Financial, who spoke in detail to the Comprehensive User Fee Study they conducted and the suggested fee schedule, which included a PowerPoint presentation.

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

There was discussion with the representative, staff and Council pertaining to how often studies on increases and fees should be done and what tools are provided to the Finance staff in order to analyze this data themselves.

Motion by Lewis, seconded by Jones to adopt City Council Resolution No. 6131 – Adopting the City’s Cost Allocation Plan and a City-Wide Comprehensive User Fee Study, Adopting a Comprehensive Fee Schedule Establishing and Amending Certain Service and Development-Related Fees for Service. The motion carried by the affirmative action of all City Council Members present.

A short recess was taken.

SOLID WASTE CONTRACT AND ORGANICS DIVERSION UPDATE. Public Works Director/City Engineer Fachin presented the staff report and introduced Garth Shultz, R3 Principal who gave an update regarding the City’s Solid Waste System Overview and Service procurement pathway, which included a PowerPoint presentation.

Informational item only, no action taken.

CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR WEDNESDAY, OCTOBER 16, 2019 DUE TO COUNCIL MEMBERS ATTENDING THE LEAGUE OF CALIFORNIA CITIES CONFERENCE IN LONG BEACH, CALIFORNIA, OCTOBER 16-18, 2019. Motion by Lewis, seconded by Johnson-Santos to cancel the October 16, 2019 City Council Meeting due to Council Members attending the League of California Cities Conference in Long Beach, California on October 16-18, 2019. The motion carried by the affirmative action of all City Council Members present.

PIONEER ROAD WIDENING PROJECT IN THE REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP). City Manager Terrazas presented the staff report, which included a PowerPoint presentation.

There was Council Member discussion about the importance of this project, the future of the project, and funding concerns.

It was the consensus of the City Council to recommend that the MCAG Board include a funding plan that identifies sources of funding for construction of the Pioneer Road Project.

Mayor Villalta encouraged anyone who was interested to attend the September 19, 2019 MCAG Board Meeting being to be held in Gustine at 3:00 p.m., noting that it is imperative that there is a pathway to this funding.

ADVISEMENT OF PUBLIC NOTICES (No Report).

CITY MANAGER REPORT. No report

REPORT/UPDATE ON MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) AND MEASURE V COMMITTEE. No report.

CITY COUNCIL MEMBER REPORTS.

DARONICA JOHNSON-SANTOS: No report.

BRETT JONES: No report.

DEBORAH LEWIS: No report.

TOM FARIA: No report.

MAYOR MICHAEL VILLALTA: Reminded all about the upcoming Farm to Table event.

ADJOURNMENT. Motion by Faria, seconded by Johnson-Santos, the meeting was adjourned at 9:32 PM to 5:00 PM, to Wednesday, September 25, 2019 in The Lounge at the Los Banos Community Center Located at 645 7th Street, Los Banos, California to Conduct a Joint Study Session with the Los Banos Planning Commission Regarding the Los Banos Downtown Strategic Plan.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
OCTOBER 2, 2019**

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

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

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

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Tom Faria (7:05 pm), 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 Faria, seconded by Johnson-Santos to approve the City Council Meeting agenda. The motion carried by the affirmative action of all City Council Members present.

PRESENTATIONS.

CERTIFICATE OF RECOGNITION TO DAVID SANTOS FARMING AS THE AGRICULTURE BUSINESS OF THE YEAR, 2019. Mayor Villalta presented the certificate to Mr. David Santos who was in attendance at the meeting. Mr. Santos thanked the City Council for the recognition.

PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE PREVENTION AWARENESS MONTH. Mayor Villalta presented the proclamation to Liz Tyler and Brenda Martinez representing Valley Crisis Center. Ms. Tyler spoke regarding domestic violence and the importance of education to serve and protect those affected, and invited all those interested to participate in the October 23, 2019 Annual Peace for Families March.

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.

MICHAEL HUGHES, Los Banos, Commander of the VFW in Los Banos, spoke regarding the upcoming events which include the Veterans Town Hall Meeting on October 24 and the ribbon cutting event that is for the medical telepod that will be located at the Veterans Memorial Hall, the Veterans Parade will take place on November 2, thanked the City for their support and cooperation; RHONDA LOWE, UC Merced SBDC, spoke regarding two events held this month for local businesses, on October 10 the third business-to-business event will take place at the Community Center from 9:00 a.m. to 3:00 p.m., this is a free event for local business promotion, a Booster Business series is starting on October 17 at the Police Annex from 6:00 p.m. to 8:00 p.m., will review the 10 things every retailer needs to know; ELAINE CORY, Los Banos, would like to state her opinion of opposition against the PBID, does not believe the City has been neutral during the process, says the boundaries of the district were changed when there was not enough votes to push the item through originally, does not believe that the City is doing anything that will benefit the downtown area. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Lewis, seconded by Johnson-Santos to approve the consent agenda, as follows: Check Register for #218099 – #218327 in the Amount of \$1,361,111.48; City Council Resolution No. 6132 – Amending the Fiscal Year 2019-2020 Budget as it Pertains to the Expenditure of a Cab and Chassis with 240 Hooklift System in the Amount of \$133,710.45; City Council Resolution No. 6133 – Approving the Re-Certification of the City of Los Banos Sewer System Management Plan; City Council Resolution No. 6134 – Authorizing the City Manager to Develop and Submit an Application for Statewide Park Development and Community Revitalization Program Grant Funds; City Council Resolution No. 6135 – Approving Closure of Non-Essential City Offices on December 24 and 31, 2019. The motion carried by the affirmative action of all Council Members present.

Mayor Villalta stated that he and City Attorney Vaughn will be excusing themselves from the following item because they own property in the downtown area in question and they left their seats at the dais and exited the Council Chambers.

Mayor Pro Tem Johnson-Santos took over to chair the meeting in the Mayor's absence.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION REGARDING THE FORMATION OF THE LOS BANOS DOWNTOWN PROPERTY AND BUSINESS IMPROVEMENT DISTRICT (LBDPBID) AND THE LEVY OF ASSESSMENT; CITY COUNCIL RESOLUTION NO. 6136 – ESTABLISHING THE LOS BANOS DOWNTOWN PROPERTY AND BUSINESS IMPROVEMENT DISTRICT, APPROVING THE ASSESSMENT FORMULA AND LEVYING THE ASSESSMENTS.

Community & Economic Development Director Elms presented the staff report which included a PowerPoint presentation.

Mayor Pro Tem Johnson-Santos opened the public hearing. No one came forward to speak and the public hearing was closed.

Mayor Pro Tem Johnson-Santos explained the ballot-opening procedure and how there would be a short recess so that City Clerk/Human Resources Director Mallonee can tabulate the ballots.

A short recess was taken.

City Clerk/Human Resources Director Mallonee stated that the ballots had been tabulated and that the results were as follows: 62.58% of the ballots were in favor of this item at a monetary amount of \$64,927.05; 37.42% of the ballots were not in favor of this item at a monetary amount of \$38,818.44.

There was Council Member and staff discussion pertaining to why the H Street area was cut out of the boundaries for which it was stated that that particular area does not have the same type of infrastructure as the other downtown streets and that it was recommended by the Civitas to not include that street.

Motion by Jones, seconded by Lewis to adopt City Council Resolution No. 6136 – Establishing the Los Banos Downtown Property and Business Improvement District, Approving the Assessment Formula and Levying the Assessments. The motion carried by the following roll call vote: AYES: Johnson-Santos, Jones, Lewis; NOES: Faria; ABSENT: None; ABSTAIN: Villalta.

Mayor Villalta and City Attorney Vaughn returned to their seats at the dais and Mayor Villalta returned to chairing the meeting.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF AN ORDINANCE TO AMEND AND RESTATE ARTICLE 34, CHAPTER 3 OF TITLE 9 OF THE LOS BANOS MUNICIPAL CODE REGARDING DENSITY BONUSES AND OTHER AFFORDABLE HOUSING DEVELOPMENT INCENTIVES; ORDINANCE NO. 1175 – AMENDING AND RESTATING ARTICLE 34 CHAPTER 3 OF TITLE 9 OF THE LOS BANOS MUNICIPAL CODE REGARDING DENSITY BONUSES AND OTHER AFFORDABLE HOUSING DEVELOPMENT INCENTIVES (FIRST READING & INTRODUCTION). Community & Economic Development Director Elms presented the staff report which included a PowerPoint presentation.

There was Council Member and staff discussion regarding the potential developments for low income and very low income housing and what the requirements are for new development. Possible waiver of fees pertaining to public safety was discussed but not favored.

Mayor Villalta opened the public hearing. ADAM ROSALES, spoke regarding his concerns with utility cost increase, how this low income housing could attract criminal activity and crowds that can become a nuisance, suggests conducting background

checks on the people that will be occupying these properties. No one came forward to speak and the public hearing was closed.

Motion by Johnson-Santos, seconded by Faria to waive the first reading of Ordinance No. 1175 – Amending and Restating Article 34 Chapter 3 of Title 9 of the Los Banos Municipal Code Regarding Density Bonuses and Other Affordable Housing Development Incentives. The motion carried by the affirmative action of all City Council Members present.

Motion by Johnson-Santos, seconded by Faria to introduce Ordinance No. 1175 – Amending and Restating Article 34 Chapter 3 of Title 9 of the Los Banos Municipal Code Regarding Density Bonuses and Other Affordable Housing Development Incentives. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CONSIDERATION OF ORDINANCE NO. 1176 – AMENDING TITLE 2 CHAPTER 2 ARTICLE 2 OF THE LOS BANOS MUNICIPAL CODE TO CREATE PLANNING COMMISSION DISTRICTS; AMEND THE NUMBER OF MEMBERS AND MANNER OF APPOINTMENT; LENGTH OF TERMS; AND ABSENCES (FIRST READING & INTRODUCTION). Community & Economic Development Director Elms presented the staff report which included a PowerPoint presentation.

There was Council Member and staff discussion pertaining to how the next appointments would be handled and how that would affect the current seats of the present Planning Commissioners.

Motion by Lewis, seconded by Johnson-Santos to adopt waive the first reading of Ordinance No. 1176 – Amending Title 2 Chapter 2 Article 2 of the Los Banos Municipal Code to Create Planning Commission Districts, Amend the Number of Members and Manner of Appointment; Length of Terms; and Absences. The motion carried by the affirmative action of all City Council Members present.

Motion by Lewis, seconded by Johnson-Santos to introduce Ordinance No. 1176 – Amending Title 2 Chapter 2 Article 2 of the Los Banos Municipal Code to Create Planning Commission Districts, Amend the Number of Members and Manner of Appointment; Length of Terms; and Absences. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 6137 – ADOPTING MAJOR CITY GOALS. City Manager Terrazas presented the staff report, which included a PowerPoint presentation.

The major city goals were discussed and how all goals would be worked on simultaneously but any goals given priority would be discussed amongst staff and Council.

Motion by Johnson-Santos, seconded by Jones to adopt City Council Resolution No. 6137 – Adopting Major City Goals. The motion carried by the affirmative action of all City Council Members present.

CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 6138 – APPROVING A FOURTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT AS IT PERTAINS TO INCREASING THE ANNUAL BASE SALARY BY FIVE PERCENT (5%).

There were Council Member and staff discussion regarding the terms of City Manager Terrazas' employment agreement and the amendments to that original agreement were discussed in regards to the percentage of salary increases allowable versus his salary range. A motion for a 3% salary increase instead of a 5% salary increase was introduced, which would not change the current salary range.

Motion by Lewis, seconded by Jones to authorize a 3% annual base salary increase for the City Manager. The motion failed by the following vote: AYES: Lewis, Jones; NOES: Faria, Johnson-Santos, Villalta.

Motion by Johnson-Santos, seconded by Faria to adopt City Council Resolution No. 6138 – Approving a Fourth Amendment to City Manager Employment Agreement as it Pertains to Increasing the Annual Base Salary by Five Percent (5%). The motion carried by the following vote: AYES: Faria, Johnson-Santos, Villalta; NOES: Jones, Lewis.

CONSIDERATION OF APPROVAL OF CITY COUNCIL RESOLUTION NO. 6139 – AMENDING DIVISION 4, SALARY SCHEDULE – EMPLOYEE CLASSIFICATIONS RELATING TO SECTION A – ADMINISTRATION / CITY MANAGER.

Motion by Faria, seconded by Johnson-Santos to adopt City Council Resolution No. 6139 – Amending Division 4, Salary Schedule – Employee Classifications Relating to Section A – Administration/City Manager. The motion carried by the following vote: AYES: Faria, Johnson-Santos, Villalta; NOES: Jones, Lewis.

ADVISEMENT OF PUBLIC NOTICES (Two Reports). Community & Economic Development Director Elms stated that there will be two public hearings held at the Planning Commission meeting on Wednesday, October 9, 2019 at 7:00 p.m. in the Council Chambers. One of the items is site plan review for a modular structure at First Baptist Church and the other item is for a Type 41 Alcohol License for a restaurant located at 1101 F Street.

CITY MANAGER REPORT. No report.

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

Mayor Villalta stated that MCAG will be finishing up a funding plan for the Atwater/Merced Expressway and Pioneer Expressway and how he will be calling a Special Meeting of the City Council to discuss next steps.

CITY COUNCIL MEMBER REPORTS.

BRETT JONES: No report

DEBORAH LEWIS: Council Member Lewis spoke regarding the upcoming October 31, 2019 Harvest Fun Festival from 5:30-8:00 p.m. located at 821 West L Street. There will be many fun activities for the whole family.

TOM FARIA: Council Member Faria stated that he will be out due to surgery for a few weeks or possibly months. This aging injury has affected his ability to play the piano and he asks for everyone's prayers. He also requested that anytime the City Attorney must recuse himself from an item, that there be a substitute City Attorney present in his place.

DARONICA JOHNSON-SANTOS: Mayor Pro Tem Johnson-Santos spoke regarding the Recreation Department's Party in the Park Series to be held on October 19, 2019 at 3:00 p.m. at Ranchwood Park.

MAYOR MICHAEL VILLALTA: Mayor Villalta Spoke regarding some upcoming events around town which include the flu shot clinic to be held at Memorial Hospital from 8:00 a.m. - 5:00 p.m. on October 9, 2019; the Veterans Parade on November 2, 2019; the Business Expo on October 10, 2019 from 9:00 a.m. - 3:00 p.m.; and the New Retail Info Business Event on October 17, 2019 from 6:00 p.m. - 8:00 p.m. He spoke to how all the City Council Members receive concerns about things in the City and that City officials should be contacted first so concerns can be directed to the appropriate department. If still not satisfied with the outcome, then Council Members can be contacted. There has been recent discussion with the City Manager to come up with a plan to clean up the trash cans in the back of Food 4 Less.

ADJOURNMENT. The meeting was adjourned at 10:00 PM.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and Council Members
FROM: Ray Reyna, Police Commander 
DATE: November 6, 2019
SUBJECT: Replacement of Police Patrol Vehicle
TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council approve the increase in expenditures in the amount of \$45,331.33, for the replacement of a police patrol vehicle, to be reimbursed by McLarens Insurance Firm and the Central San Joaquin Valley Risk Management Authority (RMA.)

Discussion:

On August 17, 2019, Los Banos Police Unit #39 (2011 Chevrolet Caprice) suffered major damage after a stolen car collided into the passenger side of the vehicle during a vehicle pursuit. The vehicle has been determined to be a total loss by our insurance carrier, McLarens, and our RMA. These two companies will reimburse the City for the total cost to replace the vehicle, vehicle graphics, damaged emergency equipment and related up-fit costs; minus a \$2000.00 deductible, which will come out of the Department vehicle fund.

Official quotations have been submitted to the insurance carriers as follows:

Vehicle Replacement:	\$31,772.28
Vehicle Equipment Up-Fit:	\$13,167.55
Vehicle Graphics:	\$391.50

The corresponding account numbers are as follows:

Expenditures:

Vehicles:	100-421-140-750	\$45,331.33
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Revenues:

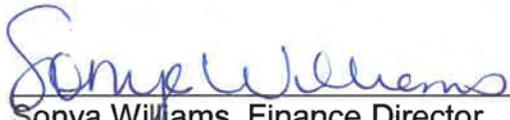
Miscellaneous revenue:	100-390-000-010	\$43,331.33
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Fiscal Impact:

Expenditures for the FY 2019-2020 will increase in the amount of \$45,331.33.

Additional expenditures include the vehicles mobile computer and camera system, which were not damaged and therefore do not qualify for reimbursement. Both units are approximately 7 years old and are at the end of their service life. The replacement cost for these units will come from the Departments mobile computer fund.

Reviewed by:



Sonya Williams, Finance Director



Alex Terrazas, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING THE 2019-2020 FISCAL YEAR BUDGET AND APPROVING THE INCREASE OF EXPENDITURES IN THE AMOUNT OF \$45,331.33 AND REVENUES IN THE AMOUNT OF \$43,331.33, RELATED TO THE REPLACEMENT OF A TOTALLED POLICE VEHICLE, TO BE REIMBURSED BY McLARENS INSURANCE FIRM AND THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, a police vehicle was totaled after a stolen vehicle collided into the passenger side of the car during a stolen vehicle pursuit on August 17, 2019; and

WHEREAS, the Police Department has requested and received authorization from McClaren's Insurance Firm and the RMA to replace a totaled police vehicle, which will be reimbursed in the amount of \$45,331.33, minus a \$2000 deductible; and

WHEREAS, a proposal has been presented to the City Council of the City of Los Banos to increase the expenditure limit in the City Budget for the FY 2019-2020; and

WHEREAS, the City Council of the City of Los Banos may adjust the overall appropriation levels in each fund at any time during the FY 2019-2020 by action to amend this budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve an increase to the appropriation limit for expenditures in the amount of \$45,331.33 within the Departments vehicle fund and revenues in the amount of \$43,331.33 in the miscellaneous revenue account. The budget account number is follows:

Expenditures:

Vehicles:	100-421-140-750	\$45,331.33
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Revenues:

Miscellaneous revenue:	100-390-000-010	\$43,331.33
------------------------	-----------------	-------------

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of November 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: November 6, 2019

TYPE OF REPORT: Consent Agenda

SUBJECT: Measure V Regional Project Funding Agreement- Pacheco Boulevard
(SR 152) Regional Path

Recommendation:

That the City Council adopts the Resolution to enter into the Measure V Regional Project Funding Agreement between Merced County Association of Governments (MCAG) and the City of Los Banos for the Pacheco Boulevard (SR 152) Regional Path and authorize the City Manager to execute said agreement.

Background:

The Pacheco Boulevard (SR 152) Regional Path project has been recognized as a Westside Regional Project in the current Measure V Implementation Plan. With the recommendation of the Westside Regional Measure V Committee, the MCAG Governing Board has approved the allocation of \$2,221,000 to this project. The allocation is for all phases of the project; from environmental through construction.

Discussion:

The attached Measure V Regional Funding Agreement between MCAG and the City of Los Banos for the Pacheco Boulevard (SR 152) Regional Path has been reviewed and approved as to form by the City Attorney.

This agreement outlines the timeline and reimbursement process for this regional project.

The entire project cost, from environmental through construction, of \$2,221,000 has been allocated in Measure V Regional Funding.

After this agreement is approved by the MCAG Governing Board, staff will be entering into a task order with one of the previously City approved on-call engineering firms to begin the environmental and design portion of this project. This is scheduled to begin in the Spring of 2020.

Fiscal Impact:

This agreement allows for the reimbursement of up to \$2,221,000 from the Measure V Regional Funding for the project. This is estimated to be the required funding to complete this project.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Measure V Regional Funding Agreement for Pacheco Boulevard Regional Path

Regional Project Candidate Information Form

Measure V Westside Regional Funding Scenario

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING THE CITY MANAGER TO ENTER INTO MEASURE V REGIONAL PROJECT FUNDING AGREEMENT FOR THE PACHECO BOULEVARD (SR 152) REGIONAL PATH PROJECT BETWEEN THE CITY OF LOS BANOS AND MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

WHEREAS, on November 8, 2016, the voters of Merced County approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax (Measure V); and

WHEREAS, a portion of the Measure V proceeds are designated for Westside Regional Projects; and

WHEREAS, with the Westside Regional Measure V Committee recommendation, the MCAG Governing Board has approved the Pacheco Boulevard (SR 152) Regional Path Project (project) as a regional project; and

WHEREAS, the MCAG Governing Board has approved the allocation of \$2,221,000 to this project; and

WHEREAS, the approved allocation is for the Project Study Report, Environmental, Design, and Right-of-way Acquisition, and construction phases of the project; and

WHEREAS, all approved projects that are allocated Measure V Funding are required to have a funding agreement between MCAG and the affected jurisdiction; and

WHEREAS, the Measure V Regional Project Funding Agreement for the Pacheco Boulevard (SR 152) Regional Path Project between the City of Los Banos and MCAG has been reviewed and approved as to form by the City of Los Banos City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute the Measure V Regional Project Funding Agreement between Merced County Association of Governments and the City of Los Banos for the Pacheco Boulevard (SR 152) Regional Path Project.

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

MEASURE V REGIONAL PROJECT FUNDING AGREEMENT

between

MERCED COUNTY ASSOCIATION OF GOVERNMENTS

and the

CITY OF LOS BANOS

This Measure V Regional Project Funding Agreement (“AGREEMENT”), effective _____, 2019, is entered into by and between Merced County Association of Governments, a joint powers authority pursuant to California Government Code Section 6500 et seq. (MCAG), and the City of Los Banos, (“RECIPIENT”) for the Pacheco Boulevard (SR 152) Regional Path (“PROJECT”).

RECITALS

- A. On November 8, 2016, the voters of Merced County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (“Act”), approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax (“Measure V”).
- B. The duration of the Measure V transportation sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in Merced County’s 2016 – ½ Cent Transportation Sales Tax Measure Expenditure Plan (“Expenditure Plan”), as it may be amended in accordance with State law.
- C. This AGREEMENT delineates the rights and responsibilities of the Parties hereto as they relate to the Regional Projects funds that are allocated to the PROJECT by the MCAG Governing Board, as authorized by the Expenditure Plan.

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

ARTICLE I: REGIONAL PROJECTS FUNDING ALLOCATION

This AGREEMENT authorizes MCAG to allocate Regional Projects funds derived from Measure V receipts to RECIPIENT in accordance with the voter-approved Expenditure Plan based on the PROJECT’s satisfaction of the following criteria:

- The PROJECT is of regional significance by being located on the State Highway System, the Regional Road System, in more than one jurisdiction, and/or directly benefiting more than one jurisdiction.
- The PROJECT is included in the applicable Regional Transportation Plan (RTP).
- The PROJECT was recommended by the appropriate Regional Projects Committee of authority based on the PROJECT location.
- The PROJECT was approved by the MCAG Governing Board.
- The PROJECT is included in the current Measure V Implementation Plan.

ARTICLE II: PROJECT SCOPE, COSTS, AND SCHEDULE

A. Project Scope

1. The PROJECT funding allocation was approved by the MCAG Governing Board for Environmental, Design, Right-of-Way, and Construction.
2. The PROJECT will be to construct a Class 1 Bike Path along the northerly line of SR 152 between the City of Los Banos and Merced College Los Banos Campus. The path will go from the Merced College Campus easterly to Badger Flat Road.
3. In utilizing the Measure V funding allocation, the RECIPIENT shall only proceed with work authorized for the specific phase(s) with written "Authorization to Proceed." Within 5 days of the execution of this AGREEMENT or amendment thereof, MCAG shall provide a written "Authorization to Proceed" to the RECIPIENT.

B. Project Costs

1. The PROJECT has a total estimated project cost of \$2,221,000 as of the date of this AGREEMENT.
2. The PROJECT has been approved for an allocation from the Measure V West Side Regional Projects funding account in an amount not to exceed \$2,221,000.
3. The RECIPIENT is responsible for any PROJECT cost overruns. Requests for additional Measure V regional projects revenue beyond what is approved and programmed in the current Implementation Plan may be considered by MCAG through an amendment to the Implementation Plan. All Implementation Plan amendments must be approved by the Governing Board.
4. Regional funding allocated to RECIPIENT for the PROJECT that remains unspent at the completion of the PROJECT will remain in the appropriate Regional Projects funding account

ARTICLE III: FUNDING AND EXPENDITURES

A. MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

1. RECIPIENT shall be reimbursed no later than thirty (30) days following the submission of invoices to MCAG for allowed PROJECT costs, with the exception of costs associated with compliance with the requirements outlined in Article IV, Section A of this AGREEMENT.
2. MCAG shall provide the reimbursement forms and documentation requirements for the submission of invoices to RECIPIENT no later than thirty (30) days following the date of this AGREEMENT.
3. MCAG shall include Measure V Regional Projects funds distributed to the PROJECT in a quarterly report to the MCAG Governing Board.
4. Per the Expenditure Plan, MCAG shall provide for an independent annual audit of Measure V revenue and expenditures for all funding categories, including the PROJECT.
5. MCAG shall provide thirty (30) days notice to RECIPIENT prior to conducting an audit of Regional Project funds received by RECIPIENT for the PROJECT to determine whether the RECIPIENT's use of said funds is in compliance with this AGREEMENT and the Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall use all Regional Projects funds received for this PROJECT in compliance with the applicable guidelines and plan(s), as they may be adopted or amended by the MCAG Governing Board in accordance with applicable law.
2. RECIPIENT must account for Regional Projects funds separately – independent of Measure V Local Projects accounts. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. MCAG and its representatives and agents shall have the right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.

3. RECIPIENT will utilize the Designated Reporting Tool to provide MCAG with the required information related to Regional Projects fund expenditures according to the following schedule:

Reporting Period	Due Date
July 1 to September 31	October 31
October 1 to December 31	January 31 of following calendar year
January 1 to March 31	April 30
April 1 to June 30	August 30 (60 days provided for the 4th quarter of each fiscal year)

C. OTHER CONSIDERATIONS

1. PROJECT-Specific Allocation: RECIPIENT shall use all Regional Projects funds allocated to the PROJECT solely for the PROJECT. Any jurisdiction that violates this provision, as determined by the MCAG Governing Board or Measure V Citizens Oversight Committee, must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest rate shall not exceed the maximum allowed by law.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with the PROJECT, including direct staff costs and consultant costs, are eligible uses of said funds. Indirect costs, including, but not limited to, overhead costs such as rent, utilities, and human resources staff, are not allowed.
3. CEQA: The PROJECT shall comply with the California Environmental Quality Act (CEQA) and other environmental reviews as required.
4. Promotion: At a minimum, RECIPIENT agrees to promote the PROJECT through branded signage and is encouraged to utilize additional means such as news releases, social media, events, or any other tools to communicate to the public that the project was funded by Measure V. RECIPIENT also agrees to provide MCAG with at least five (5) photographs of the project, either in progress, before and after completion, or some combination thereof. At least one photograph of the completed PROJECT is required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, MCAG may withhold reimbursement payment for the PROJECT until full compliance is achieved.

1. As a means to keep the public informed, the RECIPIENT, at a minimum, shall provide quarterly updates of current and accurate information on RECIPIENT's website (if applicable) and to MCAG for the Measure V website, related to the PROJECT's progress.
2. RECIPIENT shall, at least annually, publish an article highlighting the PROJECT, or provide information to MCAG regarding such project or program for publication.
3. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance with audit findings regarding the PROJECT before the Citizens Oversight Committee.
4. RECIPIENT agrees that MCAG may review and/or evaluate the PROJECT pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of MCAG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing body.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither MCAG nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Regional Projects funds distributed to RECIPIENT for the PROJECT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless MCAG, its governing body, elected officials, officers, agents and employees from any liability imposed on MCAG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT for the PROJECT in connection with the Regional Projects funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY MCAG

Neither RECIPIENT nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that MCAG shall fully defend, indemnify and hold harmless RECIPIENT, its governing body, elected officials, officers, agents and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Merced County, California.

D. ATTORNEY'S FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

E. TERM

The term of this AGREEMENT shall be from _____, 2019 to sixty (60) days following the completion of the scope of work as described in Article II, unless amended in writing or a new Measure V Regional Project Funding Agreement is executed between MCAG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. ENTIRE AGREEMENT; MODIFICATION

This AGREEMENT, as well as the referenced Expenditure Plan, constitutes the entire AGREEMENT and supersedes all prior written or oral understandings regarding the Regional Projects funding for the PROJECT. This AGREEMENT may only be modified by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

CITY OF LOS BANOS (RECIPIENT)

MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

By: _____
Alex Terrazas Date
City Manager

By: _____
Stacie Dabbs Date
Executive Director

Approved as to Budget/Financial Controls:

Reviewed as to Budget/Financial Controls:

By: _____
Sonya Williams Date
Finance Director

By: _____
Nav Bagri Date
Finance Director

Approved as to Legal Form:

Approved as to Legal Form:

By: _____
William A. Vaughn Date
City Attorney

By: _____
Emily Haden Date
Legal Counsel to MCAG



Regional Project Candidate Information and Evaluation Form

PROJECT NAME: Pacheco Blvd (SR 152) Regional Path (Scenario 1a- Measure V Funding Only)

LEAD AGENCY: City of Los Banos

PROJECT DESCRIPTION (location, scope and limits):

Construct a Class 1 Bike Path along the northerly right-of-way line of Highway 152 between the City of Los Banos and Merced College Los Banos Campus, from Merced College easterly to Badger Flat Road. Request is for Environmental, Design, Right-of-Way Acquisition, and Construction.

(Please attach a map of the project location)

PROPOSED SCHEDULE AND ESTIMATED COST BY PHASE:

Phase / Component	Estimated Start	Estimated Completion	Estimated Cost
Project Study Report	-	-	-
Environmental Review, Project Approvals, Permits	8/30/19	2/27/20	\$81,000
Design (PS & E)	10/31/20	10/27/21	\$207,000
Acquire Right-of-Way	10/31/20	7/29/21	\$610,000
Construction	12/31/21	9/28/22	\$1,323,000
Estimated Total Cost			\$2,221,000



Regional Project Candidate Information and Evaluation Form

Please briefly describe how the project meets the following criteria:

FUNDABILITY

Committed funding; Leveraging funding from multiple agencies; Competitiveness for grants.

Project has received \$600,000 in Measure V Regional funds. Project is requesting an additional \$1,621,000 in Measure V Regional funds for a total Measure V Regional Funding amount of \$2,221,000 (total project cost).

CONNECTIVITY

Complete Streets, Regional Connections

The project will connect the Merced College Los Banos Campus to the closest available bike/pedestrian infrastructure that is located at the State Route 152/Badger Flat Road intersection. Currently, no bike/pedestrian path is available for the students, staff, and visitors of Merced College. This will provide a safe path for students, staff, and visitors to use.

REDUCE EMISSIONS

Reduction in Vehicle Miles Traveled; Reduction in Single-Occupant Vehicle Use

By providing a safe bike/pedestrian path to the Merced College Los Banos Campus, there will be a reduction in vehicle miles traveled by students, staff, and visitors to the campus.

SAFETY

Currently, students, staff, and visitors of Merced College Los Banos Campus that need to walk or bike do not have a safe path available. They are required to bike/walk along the State Route 152 shoulder which is a very unsafe practice, especially with the amount and speed of the vehicular traffic.

READINESS

For Construction

The project is in the conceptual planning phase now. After this phase is completed, pre-design will begin. The design will begin in the summer of 2020, with a construction start date of summer 2021.

ECONOMIC DEVELOPMENT

Including Goods Movement

This path will increase accessibility to the local Community College, which will attract more students and provide an educated, diverse group of future employees.

OTHER INFORMATION

This bike/pedestrian path project is currently the number 1 listed project on the City of Los Banos Bicycle/Pedestrian Plan.

Merced College Bike/Pedestrian Trail Project Location



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Measure V West Side RPC Recommendation, May 14, 2019

All amounts in millions of dollars (x \$1,000,000)

Prior approved project amounts are shaded in yellow. **May 14, 2019 recommendations are shaded in green.**

Fiscal Years:	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29
Projected Revenue (unescalated):	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55
Set-aside %	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Set-aside amount	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51
Set-aside expenditures (use 0's)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Set-aside running balance	\$ 0.51	\$ 1.02	\$ 1.53	\$ 2.04	\$ 2.55	\$ 3.06	\$ 3.57	\$ 4.08	\$ 4.59	\$ 5.10	\$ 5.61	\$ 6.12
Project revenue %	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Project revenue	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04
Projects funded	\$ -	\$ 4.08	\$ 0.74	\$ 0.30	\$ 0.30	\$ 5.27	\$ 3.15	\$ 3.53	\$ 1.79	\$ 1.60	\$ -	\$ 5.03
Project funds running balance	\$2.04	\$0.00	\$1.30	\$3.05	\$4.79	\$1.55	\$0.44	(\$1.04)	(\$0.79)	(\$0.35)	\$1.69	(\$1.30)

Projects and Schedule of Funding by FY		18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29
Dos Palos	Center Avenue North Area	\$ 0.200	\$ 0.586									
Dos Palos	Blossom Street East Area	\$ 0.400							\$ 1.588			
Gustine	Hwy. 33/140 Signalization	-				\$ 0.050	\$ 0.350		\$ 0.200	\$ 1.600		
Los Banos	Pacheco Blvd Path	\$ 0.600		\$ 0.298		\$ 1.323						
Los Banos	Pioneer Road Widening	-	\$ 0.150		\$ 0.300	\$ 3.900	\$ 2.800	\$ 1.500				
County	Henry Miller Ave., Phase 2	\$ 2.426										\$ 5.025
County	Ingomar Grade Reconstruction	-						\$ 2.025				
Gustine	33/140 Roundabout	\$ 0.310										
Gustine	Eastside Storm Drainage	\$ 0.069										
Gustine	Airport Security	\$ 0.075										
Project Funding Totals By FY:		\$ 4.080	\$ 0.736	\$ 0.298	\$ 0.300	\$ 5.273	\$ 3.150	\$ 3.525	\$ 1.788	\$ 1.600	\$ -	\$ 5.025



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: November 6, 2019

TYPE OF REPORT: Consent Agenda

SUBJECT: Measure V Regional Project Funding Agreement- Pioneer Road Widening Project

Recommendation:

That the City Council adopts the Resolution to enter into the Measure V Regional Project Funding Agreement between Merced County Association of Governments (MCAG) and the City of Los Banos for the Pioneer Road Widening Project and authorize the City Manager to execute said agreement.

Background:

The Pioneer Road Widening Project has been recognized as a Westside Regional Project in the current Measure V Implementation Plan. With the recommendation of the Westside Regional Measure V Committee, the MCAG Governing Board has approved the allocation of \$8,650,000 to this project. The allocation is for the following phases of the project: Project Study Report, Environmental, Design, and Right-of-way Acquisition. The construction phase is not included in this agreement.

Discussion:

The attached Measure V Regional Funding Agreement between MCAG and the City of Los Banos for the Pioneer Road Widening Project has been reviewed and approved as to form by the City Attorney.

This agreement outlines the timeline and reimbursement process for this regional project.

The project cost of \$8,650,000 has been allocated in Measure V Regional Funding.

Currently, the City has issued a Request for Qualifications (RFQ) for Engineering Services for the Pioneer Road Widening Project. The RFQ is due on November 21, 2019. The selected firm will begin the Project Study Report work in early 2020.

Fiscal Impact:

This agreement allows for the reimbursement of up to \$8,650,000 from the Measure V Regional Funding for the project. This is estimated to be the required funding to complete the Project Study Report, Environmental, Design, and Right-of-way Acquisition phases. The construction phase is not included in this agreement.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Measure V Regional Funding Agreement for Pioneer Road Widening Project

Regional Project Candidate Information Form

Measure V Westside Regional Funding Scenario

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING THE CITY MANAGER TO ENTER INTO MEASURE V REGIONAL PROJECT FUNDING AGREEMENT FOR THE PIONEER ROAD WIDENING PROJECT BETWEEN THE CITY OF LOS BANOS AND MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

WHEREAS, on November 8, 2016, the voters of Merced County approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax (Measure V); and

WHEREAS, a portion of the Measure V proceeds are designated for Westside Regional Projects; and

WHEREAS, with the Westside Regional Measure V Committee recommendation, the MCAG Governing Board has approved the Pioneer Road Widening Project (project) as a regional project; and

WHEREAS, the MCAG Governing Board has approved the allocation of \$8,650,000 to this project; and

WHEREAS, the approved allocation is for the Project Study Report, Environmental, Design, and Right-of-way Acquisition phases of the project; and

WHEREAS, all approved projects that are allocated Measure V Funding are required to have a funding agreement between MCAG and the affected jurisdiction; and

WHEREAS, the Measure V Regional Project Funding Agreement for the Pioneer Road Widening Project between the City of Los Banos and MCAG has been reviewed and approved as to form by the City of Los Banos City Attorney.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute the Measure V Regional Project Funding Agreement between Merced County Association of Governments and the City of Los Banos for the Pioneer Road Widening Project.

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

MEASURE V REGIONAL PROJECT FUNDING AGREEMENT

between

MERCED COUNTY ASSOCIATION OF GOVERNMENTS

and the

CITY OF LOS BANOS

This Measure V Regional Project Funding Agreement (“AGREEMENT”), effective _____, 2019, is entered into by and between Merced County Association of Governments, a joint powers authority pursuant to California Government Code Section 6500 et seq. (MCAG), and the City of Los Banos, (“RECIPIENT”) for the Pioneer Road Widening Project (“PROJECT”).

RECITALS

- A. On November 8, 2016, the voters of Merced County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (“Act”), approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax (“Measure V”).
- B. The duration of the Measure V transportation sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in Merced County’s 2016 – ½ Cent Transportation Sales Tax Measure Expenditure Plan (“Expenditure Plan”), as it may be amended in accordance with State law.
- C. This AGREEMENT delineates the rights and responsibilities of the Parties hereto as they relate to the Regional Projects funds that are allocated to the PROJECT by the MCAG Governing Board, as authorized by the Expenditure Plan.

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

ARTICLE I: REGIONAL PROJECTS FUNDING ALLOCATION

This AGREEMENT authorizes MCAG to allocate Regional Projects funds derived from Measure V receipts to RECIPIENT in accordance with the voter-approved Expenditure Plan based on the PROJECT’s satisfaction of the following criteria:

- The PROJECT is of regional significance by being located on the State Highway System, the Regional Road System, in more than one jurisdiction, and/or directly benefiting more than one jurisdiction.
- The PROJECT is included in the applicable Regional Transportation Plan (RTP).
- The PROJECT was recommended by the appropriate Regional Projects Committee of authority based on the PROJECT location.
- The PROJECT was approved by the MCAG Governing Board.
- The PROJECT is included in the current Measure V Implementation Plan.

ARTICLE II: PROJECT SCOPE, COSTS, AND SCHEDULE

A. Project Scope

1. The PROJECT funding allocation was approved by the MCAG Governing Board for Project Study Report, Environmental, Design, and Right-of-Way.
2. The PROJECT will be to design, acquire Right-of-Way, and construct a 6.5 mile long Pioneer Road. It will be a 4-lane arterial including a 10 foot bike/pedestrian path. The project will begin at Merced College/SR 152 intersection and end at the SR 152/Ward Road intersection.
3. In utilizing the Measure V funding allocation, the RECIPIENT shall only proceed with work authorized for the specific phase(s) with written "Authorization to Proceed." Within 5 days of the execution of this AGREEMENT or amendment thereof, MCAG shall provide a written "Authorization to Proceed" to the RECIPIENT.

B. Project Costs

1. The PROJECT has a total estimated project cost of \$45,000,000 as of the date of this AGREEMENT.
2. The PROJECT has been approved for an allocation from the Measure V West Side Regional Projects funding account in an amount not to exceed \$8,650,000.
3. The RECIPIENT is responsible for any PROJECT cost overruns. Requests for additional Measure V regional projects revenue beyond what is approved and programmed in the current Implementation Plan may be considered by MCAG through an amendment to the Implementation Plan. All Implementation Plan amendments must be approved by the Governing Board.
4. Regional funding allocated to RECIPIENT for the PROJECT that remains unspent at the completion of the PROJECT will remain in the appropriate Regional Projects funding account

and will be eligible for future programming to regional projects as authorized by the Expenditure Plan.

C. Project Schedule

1. RECIPIENT shall adhere to the following schedule to deliver the PROJECT in a timely manner. Inactivity causing delays of 6 months or more during any phase of the PROJECT shall require action from the MCAG Governing Board to either extend the PROJECT schedule through an amendment to this AGREEMENT or reallocate the PROJECT's funding to another project in the current Implementation Plan.

- a. Project Study Report Spring 2020
- b. Environmental Review Spring 2022
- c. Design Spring 2023
- d. Right of Way Acquisition Spring 2022

- 2. The RECIPIENT has six months from the date of this AGREEMENT to execute consultant contracts or initiate work if done by the RECIPIENT's staff.
- 3. The RECIPIENT shall advertise, award, and administer the PROJECT in accordance with RECIPIENT standards and all applicable federal and state laws.
- 4. Award information shall be submitted by the RECIPIENT to MCAG within sixty (60) days after the project contract award.
- 5. If no costs have been invoiced for a six-month period, RECIPIENT agrees to submit for each phase a written explanation of the absence of the PROJECT's activity along with target billing date and target billing amount.
- 6. Measure V Regional Projects funding allocated to the PROJECT that remains unused at the conclusion of the PROJECT schedule above (including any extensions authorized by MCAG) may be redistributed to other regional projects within the current Implementation Plan at the discretion of the MCAG Governing Board.

D. Changes to Project

Changes to the PROJECT scope, schedule or Measure V Regional Projects funding allocation may require an amendment to the Measure V Implementation Plan at the discretion of the MCAG Governing Board. Subsequently, any amendments to the Implementation Plan related to the PROJECT will also require an amendment to this AGREEMENT, requiring action from both parties.

ARTICLE III: FUNDING AND EXPENDITURES

A. MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)

1. RECIPIENT shall be reimbursed no later than thirty (30) days following the submission of invoices to MCAG for allowed PROJECT costs, with the exception of costs associated with compliance with the requirements outlined in Article IV, Section A of this AGREEMENT.
2. MCAG shall provide the reimbursement forms and documentation requirements for the submission of invoices to RECIPIENT no later than thirty (30) days following the date of this AGREEMENT.
3. MCAG shall include Measure V Regional Projects funds distributed to the PROJECT in a quarterly report to the MCAG Governing Board.
4. Per the Expenditure Plan, MCAG shall provide for an independent annual audit of Measure V revenue and expenditures for all funding categories, including the PROJECT.
5. MCAG shall provide thirty (30) days notice to RECIPIENT prior to conducting an audit of Regional Project funds received by RECIPIENT for the PROJECT to determine whether the RECIPIENT's use of said funds is in compliance with this AGREEMENT and the Expenditure Plan.

B. RECIPIENT'S DUTIES AND OBLIGATIONS

1. RECIPIENT shall use all Regional Projects funds received for this PROJECT in compliance with the applicable guidelines and plan(s), as they may be adopted or amended by the MCAG Governing Board in accordance with applicable law.
2. RECIPIENT must account for Regional Projects funds separately – independent of Measure V Local Projects accounts. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. MCAG and its representatives and agents shall have the right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by applicable law.

3. RECIPIENT will utilize the Designated Reporting Tool to provide MCAG with the required information related to Regional Projects fund expenditures according to the following schedule:

Reporting Period	Due Date
July 1 to September 31	October 31
October 1 to December 31	January 31 of following calendar year
January 1 to March 31	April 30
April 1 to June 30	August 30 (60 days provided for the 4th quarter of each fiscal year)

C. OTHER CONSIDERATIONS

1. PROJECT-Specific Allocation: RECIPIENT shall use all Regional Projects funds allocated to the PROJECT solely for the PROJECT. Any jurisdiction that violates this provision, as determined by the MCAG Governing Board or Measure V Citizens Oversight Committee, must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest rate shall not exceed the maximum allowed by law.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with the PROJECT, including direct staff costs and consultant costs, are eligible uses of said funds. Indirect costs, including, but not limited to, overhead costs such as rent, utilities, and human resources staff, are not allowed.
3. CEQA: The PROJECT shall comply with the California Environmental Quality Act (CEQA) and other environmental reviews as required.
4. Promotion: At a minimum, RECIPIENT agrees to promote the PROJECT through branded signage and is encouraged to utilize additional means such as news releases, social media, events, or any other tools to communicate to the public that the project was funded by Measure V. RECIPIENT also agrees to provide MCAG with at least five (5) photographs of the project, either in progress, before and after completion, or some combination thereof. At least one photograph of the completed PROJECT is required.

ARTICLE IV: REPORTING REQUIREMENTS

A. REQUIREMENTS AND WITHOLDING

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, MCAG may withhold reimbursement payment for the PROJECT until full compliance is achieved.

1. As a means to keep the public informed, the RECIPIENT, at a minimum, shall provide quarterly updates of current and accurate information on RECIPIENT's website (if applicable) and to MCAG for the Measure V website, related to the PROJECT's progress.
2. RECIPIENT shall, at least annually, publish an article highlighting the PROJECT, or provide information to MCAG regarding such project or program for publication.
3. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance with audit findings regarding the PROJECT before the Citizens Oversight Committee.
4. RECIPIENT agrees that MCAG may review and/or evaluate the PROJECT pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of MCAG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing body.

ARTICLE V: OTHER PROVISIONS

A. INDEMNITY BY RECIPIENT

Neither MCAG nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Regional Projects funds distributed to RECIPIENT for the PROJECT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless MCAG, its governing body, elected officials, officers, agents and employees from any liability imposed on MCAG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT for the PROJECT in connection with the Regional Projects funds distributed to RECIPIENT pursuant to this AGREEMENT.

B. INDEMNITY BY MCAG

Neither RECIPIENT nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that MCAG shall fully defend, indemnify and hold harmless RECIPIENT, its governing body, elected officials, officers, agents and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT.

C. JURISDICTION AND VENUE

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Merced County, California.

D. ATTORNEY'S FEES

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

E. TERM

The term of this AGREEMENT shall be from _____, 2019 to sixty (60) days following the completion of the scope of work as described in Article II, unless amended in writing or a new Measure V Regional Project Funding Agreement is executed between MCAG and RECIPIENT.

F. SEVERABILITY

If any provision of this AGREEMENT is found by a court of competent jurisdiction to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

G. ENTIRE AGREEMENT; MODIFICATION

**APPENDIX D –REGIONAL PROJECT CANDIDATE INFORMATION
AND EVALUATION FORM**



**Regional Project Candidate
Information and Evaluation Form**

PROJECT NAME:

LEAD AGENCY:

PROJECT DESCRIPTION (location, scope and limits):

The location is from the State Route 152/Merced College signalized intersection, south to Pioneer Road, easterly along Pioneer Road to the Pioneer Road/Ward Road intersection, then north along Ward Road to the Highway 152/Ward Road signalized intersection. The road will be a 4-lane arterial, designed per City Standards, with all required infrastructure, including a 10 foot bike/pedestrian path. The existing bridges will need to be improved and modified. Right-of-way acquisition will be required. The length of the project will be 6.5 miles.

(Please attach a map of the project location)

PROPOSED SCHEDULE AND ESTIMATED COST BY PHASE:

Phase / Component	Estimated Start	Estimated Completion	Estimated Cost
Project Study Report	Spring 2020	Spring 2022	\$150,000
Environmental Review, Project Approvals, Permits	Spring 2022	Spring 2023	\$300,000
Design (PS & E)	Spring 2023	Spring 2025	\$4,300,000
Acquire Right-of-Way	Spring 2022	Spring 2025	\$3,900,000
Construction	Spring 2025	Spring 2026	\$36,350,000
Estimated Total Cost			\$45,000,000

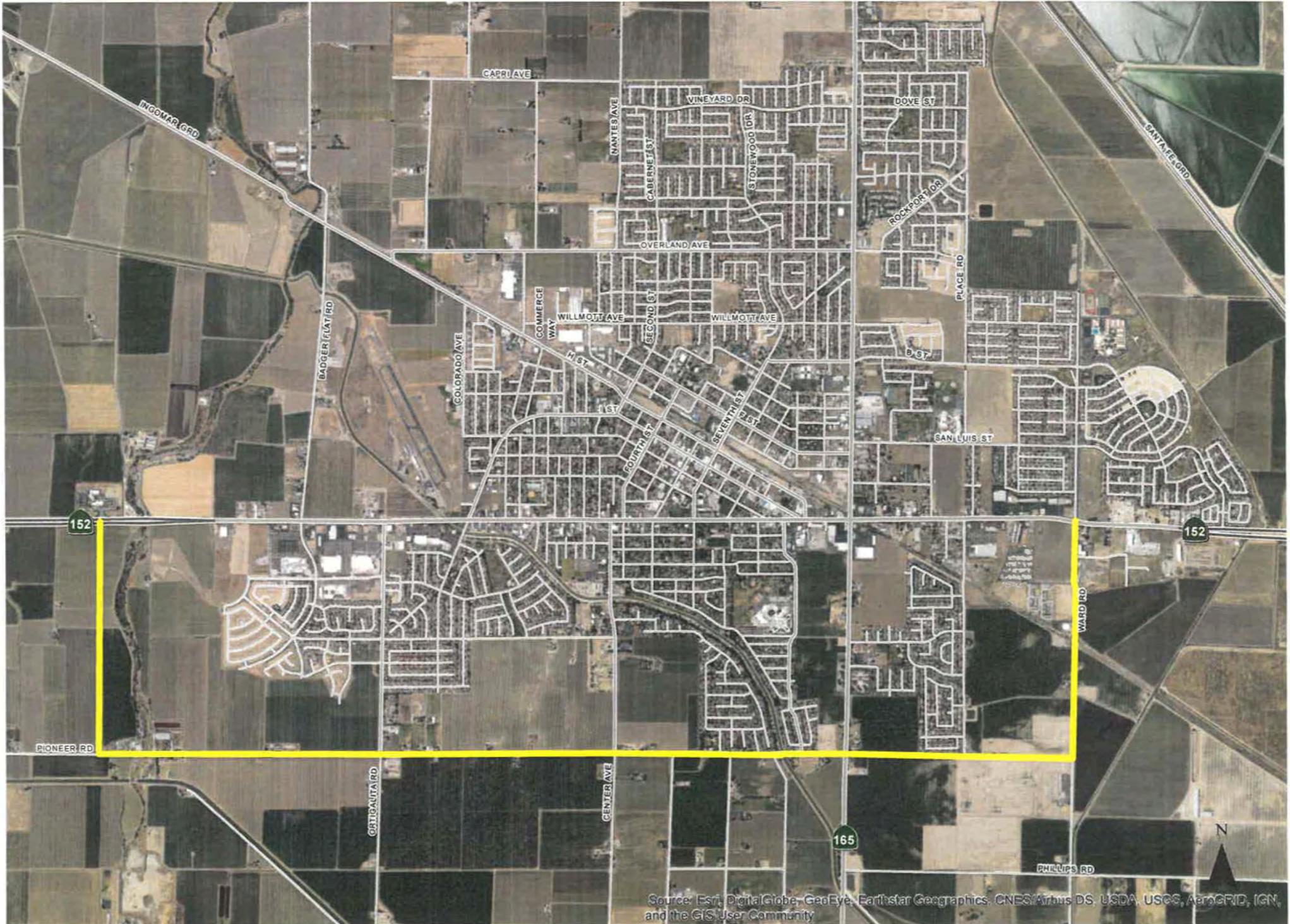


Regional Project Candidate Information and Evaluation Form

Please briefly describe how the project meets the following criteria:

<p>FUNDABILITY <i>Committed funding; Leveraging funding from multiple agencies; Competitiveness for grants.</i></p> <p>This project will leverage ATP funding with Regional Measure V funds. Additional planning and design funds will be used from the RTIF distribution. The City of Los Banos has applied for a Caltrans Planning Grant for use on this project's specific plan.</p>
<p>CONNECTIVITY <i>Complete Streets, Regional Connections</i></p> <p>The Pioneer Widening will provide connectivity around the main street corridor of State Route 152 in the City of Los Banos. It will provide an alternative route around the current congestion that exists on State Route 152 through the city.</p>
<p>REDUCE EMISSIONS <i>Reduction in Vehicle Miles Traveled; Reduction in Single-Occupant Vehicle Use</i></p> <p>By providing an alternative street for vehicles to avoid the current 14 traffic signals on State Route 152, the wait time and idling time of those vehicles will be greatly diminished, which in turn, will reduce emissions.</p>
<p>SAFETY</p> <p>Currently, State Route 152 through Los Banos, is one of the area streets which are most subject to accidents, both vehicular and bike/pedestrian related. This alternative street will relieve congestion which will reduce traffic related conflict situations.</p>
<p>READINESS <i>For Construction</i></p> <p>This project will be in the pre-planning stage within two years. Design is anticipated to be completed in the spring of 2025, with construction planned to begin in spring 2025.</p>
<p>ECONOMIC DEVELOPMENT <i>Including Goods Movement</i></p> <p>This alternative route from State Route 152 will provide a more efficient, less time delayed goods movement corridor through the City of Los Banos. Being that State Route 152 is a major east/west goods movement corridor for California, this will be a very beneficial alternative.</p>
<p>OTHER INFORMATION</p> <p>There currently are two elementary schools and one major park facility long State Route 152 through the City of Los Banos. Reducing traffic congestion and idling by providing an alternative street will improve the air quality along the State Route 152 corridor, including at the schools and park location.</p>

Pioneer Road Widening Project Location



APPENDIX E –APPROVED MEASURE V WEST SIDE REGIONAL FUNDING SCHEDULE

Measure V West Side RPC Recommendation, May 14, 2019

All amounts in millions of dollars (x \$1,000,000)

Prior approved project amounts are shaded in yellow. May 14, 2019 recommendations are shaded in green.

Fiscal Years:	17-18	18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29
Projected Revenue (unescalated):	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55	\$2.55
Set-aside %	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
Set-aside amount	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51	\$ 0.51
Set-aside expenditures (use 0's)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Set-aside running balance	\$ 0.51	\$ 1.02	\$ 1.53	\$ 2.04	\$ 2.55	\$ 3.06	\$ 3.57	\$ 4.08	\$ 4.59	\$ 5.10	\$ 5.61	\$ 6.12
Project revenue %	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%	80%
Project revenue	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04	\$ 2.04
Projects funded	\$ -	\$ 4.08	\$ 0.74	\$ 0.30	\$ 0.30	\$ 5.27	\$ 3.15	\$ 3.53	\$ 1.79	\$ 1.60	\$ -	\$ 5.03
Project funds running balance	\$2.04	\$0.00	\$1.30	\$3.05	\$4.79	\$1.55	\$0.44	(\$1.04)	(\$0.79)	(\$0.35)	\$1.69	(\$1.30)

Projects and Schedule of Funding by FY		18-19	19-20	20-21	21-22	22-23	23-24	24-25	25-26	26-27	27-28	28-29
Dos Palos	Center Avenue North Area	\$ 0.200	\$ 0.586									
Dos Palos	Blossom Street East Area	\$ 0.400						\$ 1.588				
Gustine	Hwy. 33/140 Signalization	-				\$ 0.050	\$ 0.350		\$ 0.200	\$ 1.600		
Los Banos	Pacheco Blvd Path	\$ 0.600		\$ 0.298		\$ 1.323						
Los Banos	Pioneer Road Widening	-	\$ 0.150		\$ 0.300	\$ 3.900	\$ 2.800	\$ 1.500				
County	Henry Miller Ave., Phase 2	\$ 2.426										\$ 5.025
County	Ingomar Grade Reconstruction	-					\$ 2.025					
Gustine	33/140 Roundabout	\$ 0.310										
Gustine	Eastside Storm Drainage	\$ 0.069										
Gustine	Airport Security	\$ 0.075										
Project Funding Totals By FY:		\$ 4.080	\$ 0.736	\$ 0.298	\$ 0.300	\$ 5.273	\$ 3.150	\$ 3.525	\$ 1.788	\$ 1.600	\$ -	\$ 5.025



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: November 6, 2019

TYPE OF REPORT: Consent Item

SUBJECT: Accepting Public Improvements for Shaunessy Village Phases 1, 2 & 3

Recommendation:

That the City Council adopts the Resolution accepting Public Improvements for Shaunessy Village Phases 1, 2 & 3.

Background:

The Tentative Tract Map No. 2018-03 was approved by the City of Los Banos Planning Commission on October 24, 2018 by Resolution No. 2018-29. In November 2018, the Public Works staff was contacted by the developer, Stonewood Home, Inc., for Final Map approval. In May of 2018, The Public Works staff was notified the Subdivision's Final Map would be split into three phases. The City Council adopted resolutions approving the Final Maps for Shaunessy Villages Phase 1, and Phases 2 & 3, with accompanying Subdivision Improvement Agreements on August 7, 2019 and August 21, 2019, respectively.

The subject site is generally located within the area bounded by APN 083-130-042 to the north, Highway 165 (Mercey Springs Road) and APNs 083-100-009, 083-100-008 and 083-100-007 to the west, Scripps Drive to the south, and College Greens Subdivision to the east, more specifically identified as APNs. 083-100-005 and 083-100-006. The map consists of 151 single family lots, 1 park/basin and 3 landscaped lots (Lots C, D, and E) on 31.93± acres. Public improvements were subject to all Subdivision Improvement Agreement conditions for each phase. A Landscaping and Lighting District letter of inclusion was executed for the parcels.

Discussion:

All public improvements for Shaunessy Village Phases 1, 2 & 3 have been completed by the Developer.

Fiscal Impact:

None

Reviewed by:



Alex Terrazas, City Manager

Attachments:

Resolution

Site Map

Tract Map

Subdivision Improvement Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS ACCEPTING PUBLIC
IMPROVEMENTS FOR SHAUNESSY VILLAGE
PHASES 1, 2 & 3**

WHEREAS, the City Council of the City of Los Banos has received a request from the developers of Shaunessy Village Phases 1, 2 & 3 that public Improvements for Shaunessy Village Phases 1, 2 & 3 be accepted by the City of Los Banos; and,

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos that is does hereby accept the Public Improvements for Shaunessy Village Phases 1, 2 & 3 as presented.

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

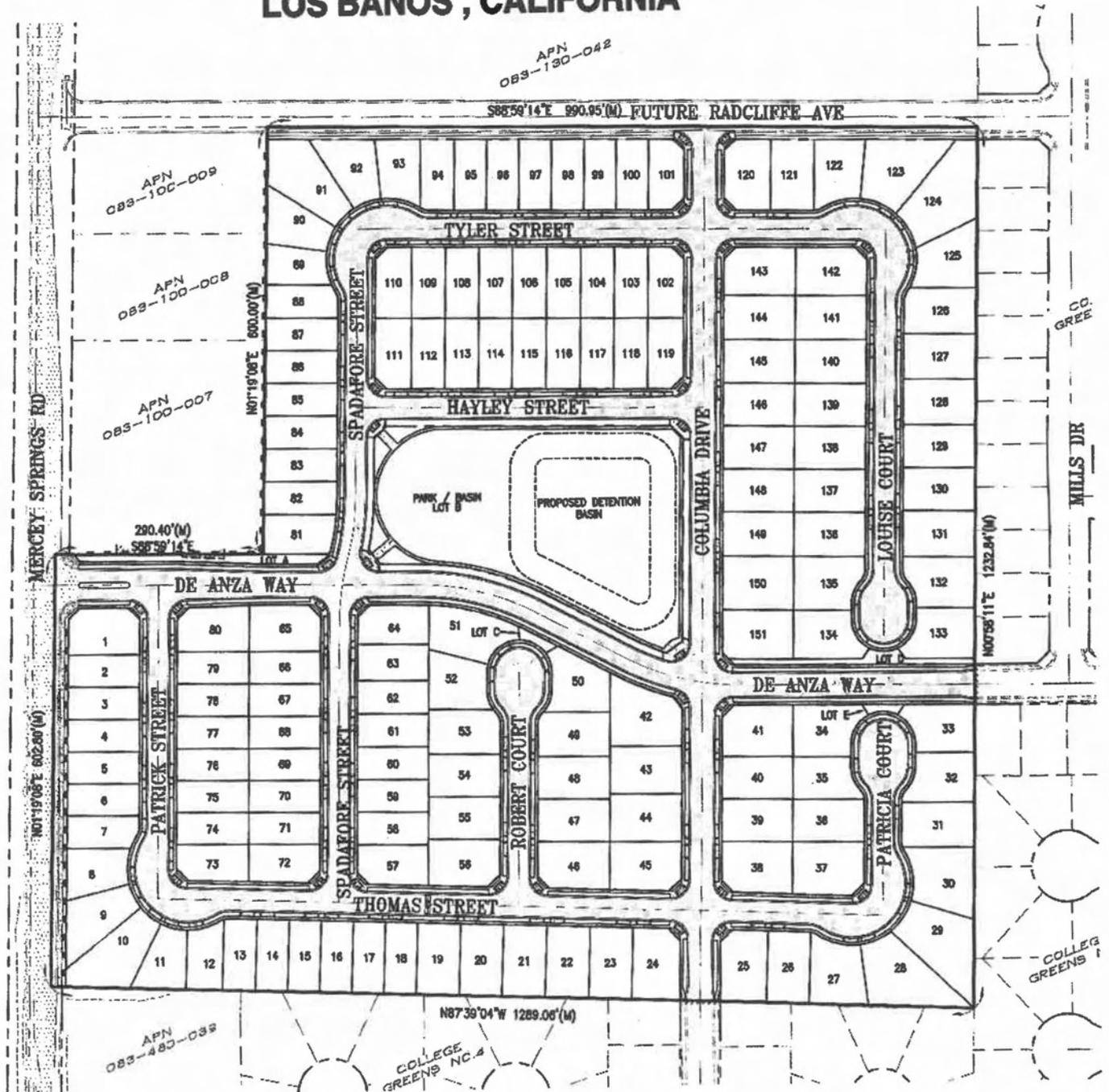
APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

IN-TRACT IMPROVEMENT PLANS FOR SHAUNESSY VILLAGE SUBDIVISION LOS BANOS, CALIFORNIA



CONTACTS

- A. REGULATOR AGENCY: CITY OF LOS ANGELES, 500 J STREET, LOS ANGELES, CA 90012... B. OWNER: BENTLEY FINANCIAL, LLC, 801 E. FLORENCE AVE, SUITE C, LOS ANGELES, CA 90015... C. APPLICANT: BENTLEY FINANCIAL, LLC, 801 E. FLORENCE AVE, SUITE C, LOS ANGELES, CA 90015... D. ENGINEER: NORTHWEST ENGINEERING GROUP, INC., 400 12TH STREET, LOS ANGELES, CA 90015... E. GEOTECHNICAL CONSULTANT: G&G CONSULTING, 400 N. BRADLEY AVENUE, SUITE 100, LOS ANGELES, CA 90015... F. WATER: CITY OF LOS ANGELES PUBLIC WORKS, 400 N. BRADLEY AVENUE, SUITE 100, LOS ANGELES, CA 90015... G. ELECTRICAL AND: FINE, 1000 W. 10TH STREET, SUITE 100, LOS ANGELES, CA 90015... H. TELEPHONE: COMCAST, 1000 W. 10TH STREET, SUITE 100, LOS ANGELES, CA 90015...

GENERAL NOTES

- 1. CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED IN THESE SPECIFICATIONS... 2. ALL IMPROVEMENTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING METHODS... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

GENERAL NOTES (CONT)

- 11. PRIOR TO COMMENCING ANY WORK, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES... 12. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 13. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 14. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 16. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 17. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 18. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 19. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 20. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

GRADING NOTES

- 1. GRADING SHALL BE PERFORMED IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS... 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

GRADING NOTES (CONT)

- 11. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS... 12. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 13. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 14. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 15. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 16. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 17. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 18. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 19. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 20. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

TOPOGRAPHY NOTES

- 1. PLAN AND ELEVATION DATA OF EXISTING TOPOGRAPHY SHALL BE OBTAINED FROM THE CITY OF LOS ANGELES... 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

STORM DRAIN NOTES

- 1. ALL STORM DRAIN CONSTRUCTION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LOS ANGELES... 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

NIDES NOTES

- 1. CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

SANITARY SEWER NOTES

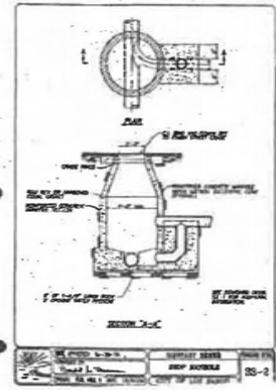
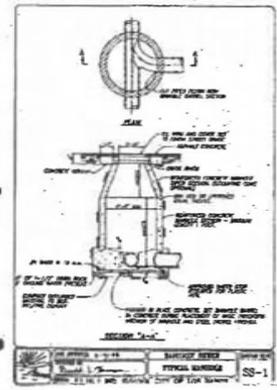
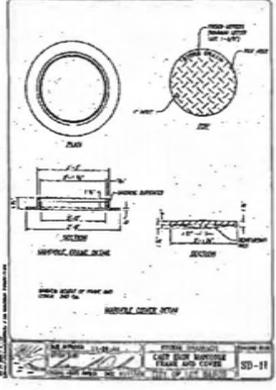
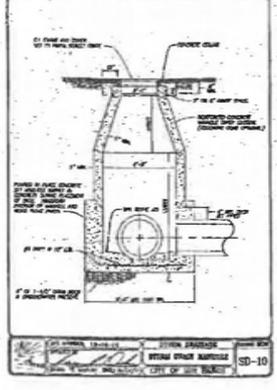
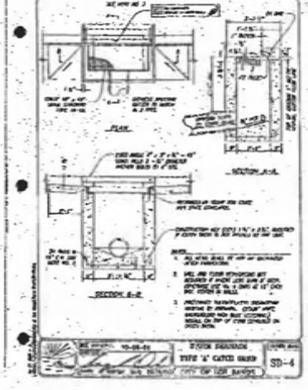
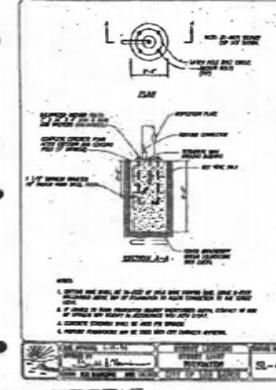
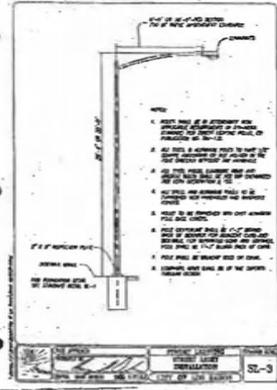
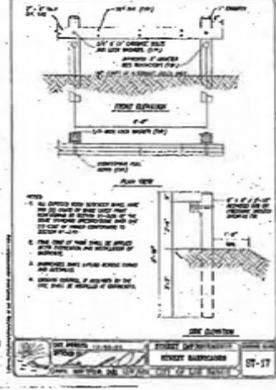
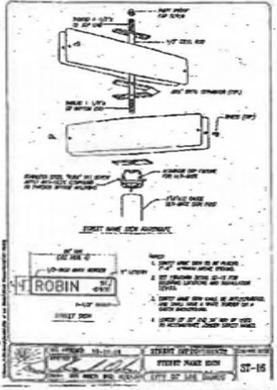
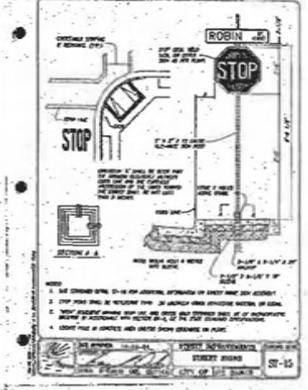
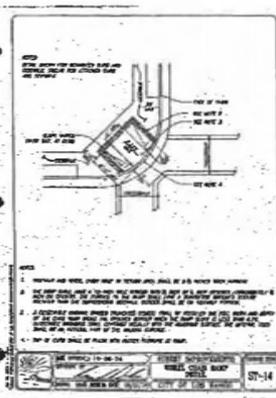
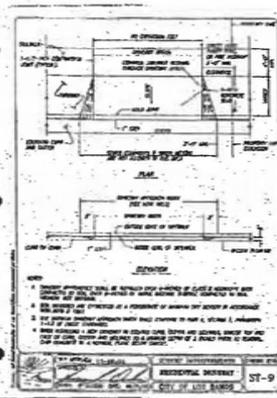
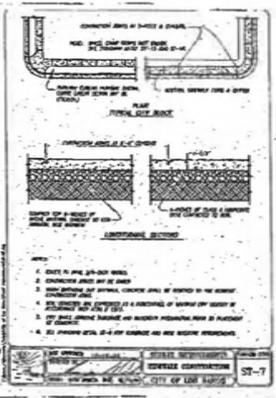
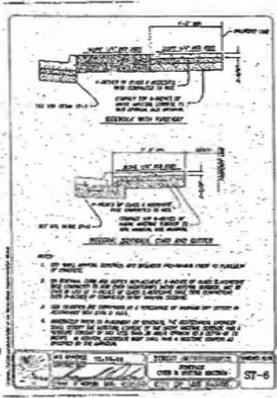
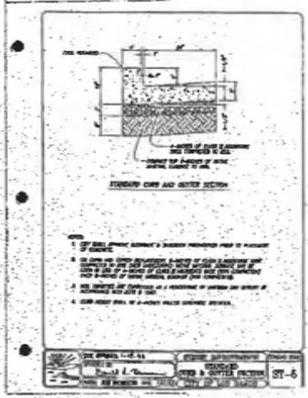
- 1. ALL SANITARY SEWER CONSTRUCTION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LOS ANGELES... 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

WATER NOTES

- 1. ALL WATER CONSTRUCTION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF LOS ANGELES... 2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 3. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 4. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 6. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 8. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED... 10. THE CONTRACTOR SHALL MAINTAIN THE EXISTING UTILITIES UNLESS OTHERWISE SPECIFIED...

GENERAL NOTES AND SPECIFICATIONS CONTRACT IMPROVEMENT PLANS FOR SHAUNESSY VILLAGE SUBDIVISION LOS ANGELES, CALIFORNIA

C1.2



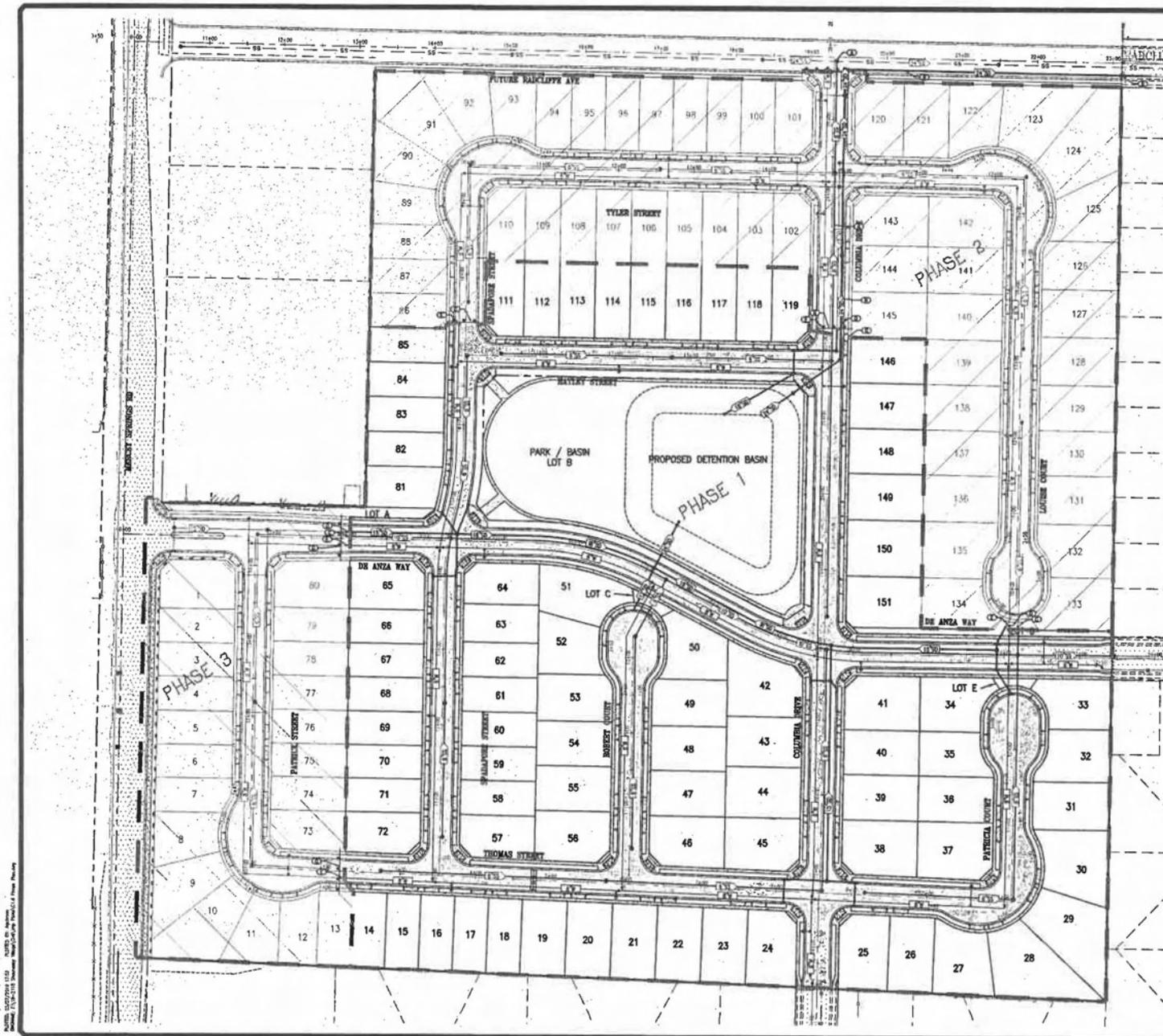
NO. _____	DATE _____
BY _____	DESIGNED BY _____
CHECKED BY _____	APPROVED BY _____

CITY OF LOS BANOS STANDARD DETAILS
 IN-TRACT IMPROVEMENT PLANS FOR
 SHAUNESSY VILLAGE SUBDIVISION
 LOS BANOS, CALIFORNIA

North Star
 Engineering Group, Inc.
 1000 W. 10th Street, Suite 100
 Los Angeles, CA 90015
 (310) 201-2000

PROJECT NO. _____	SHEET NO. _____
DATE _____	TITLE _____

C1.4



KEY NOTES

- 1. CONTRACTOR SHALL INSTALL SEWER MAIN DURING PHASE 1 CONSTRUCTION.
- 2. CONTRACTOR SHALL INSTALL STORM DRAIN PIPE DURING PHASE 1 CONSTRUCTION.
- 3. CONTRACTOR SHALL EXTEND SEWER MAIN 5' PAST EDGE OF PAVEMENT, CAP AND FLAG FOR FUTURE CONNECTION, IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 4. CONTRACTOR SHALL EXTEND STORM DRAIN PIPE 5' PAST EDGE OF PAVEMENT, CAP AND FLAG FOR FUTURE CONNECTION, IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 5. CONTRACTOR SHALL EXTEND WATER MAIN 5' PAST EDGE OF PAVEMENT AND INSTALL A TEMPORARY BLOW-OFF VALVE, IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS.
- 6. CONTRACTOR SHALL CONSTRUCT CURB, GUTTER AND SIDEWALK TO THE EDGE OF PHASE USE.
- 7. CONTRACTOR SHALL INSTALL REBAR TO THE EDGE OF PHASE USE AND PROVIDE HEADER BOARD TO ENSURE SMOOTH EDGE FOR FUTURE PAVING. CONTRACTOR SHALL INSTALL TEMPORARY TURNER SPARKS PER CITY OF LOS ANGELES STANDARD DRAWING 11-11. CONTRACTOR SHALL ALSO INSTALL ROAD END, NO OUTLET SIGN FOR THE MAINT. OF URBAN TRAFFIC CONTROL, SIGN (S-102) 2011 EDITION AND CITY OF CINCINNATI SIGNATURE.

NOTE
 THE PURPOSE OF THIS PHASE PLAN IS TO DELINEATE THE LIMITS OF CONSTRUCTION BETWEEN EACH PHASE OF THE PROJECT.

GENERAL NOTE
 DIMENSIONS FOR ANY 165 SIGN FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO SIGNAGE PLANS PREPARED BY HORTHSTAR ENGINEERING GROUP, INC. TITLED "ROADWAY IMPROVEMENT PLANS FOR 165 ROADWAY". IT IS ASSUMED ON THIS PLAN SET THAT THESE IMPROVEMENTS HAVE BEEN INSTALLED PRIOR TO PHASE 3 IMPLEMENTATION.

PHASING PLAN
 IN-TRACT IMPROVEMENT PLANS FOR
 SHAUNESSY VILLAGE SUBDIVISION
 LOS ANGELES, CALIFORNIA

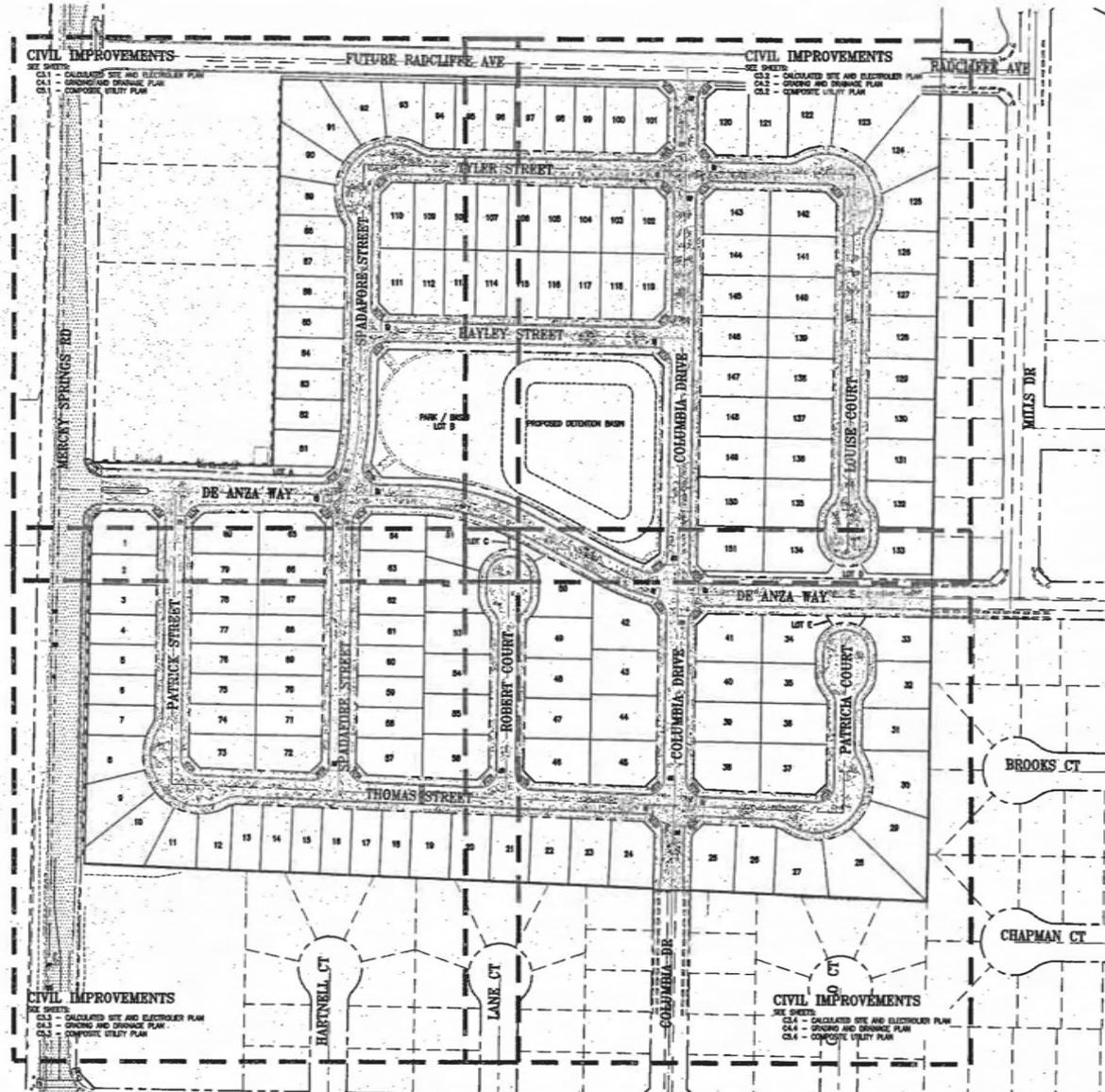
North Star
 Engineering Group, Inc.
 12200 Wilshire Blvd., Suite 200
 Los Angeles, CA 90025
 (310) 201-3357 Fax (310) 201-3358

DATE: 11/27/2011
 APPROVED: [Signature]
 SHEET NUMBER: **C1.6**

NORTH STAR ENGINEERING GROUP, INC. 11/27/2011
 12200 WILSHIRE BLVD., SUITE 200, LOS ANGELES, CA 90025
 (310) 201-3357 FAX (310) 201-3358

GENERAL NOTE

IMPROVEMENTS FOR THIS SET SHOWN FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO SEPARATE PLANS PREPARED BY NORTHSTAR ENGINEERING GROUP, INC. TITLED "TRACT IMPROVEMENT PLANS FOR 1997 199 ROADWAY." IT IS ASSUMED ON THIS PLAN SET THAT THOSE IMPROVEMENTS HAVE BEEN INSTALLED PRIOR TO THIS SET'S APPROVAL.

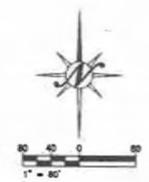


CIVIL IMPROVEMENTS
SEE SHEETS
C1.1 - CALCULATED SITE AND ELECTRODEUR PLAN
C1.2 - SEWERAGE AND DRAINAGE PLAN
C1.3 - CHANGING AND DRAINAGE PLAN
C1.4 - COMPOSITE UTILITY PLAN

CIVIL IMPROVEMENTS
SEE SHEETS
C1.1 - CALCULATED SITE AND ELECTRODEUR PLAN
C1.2 - SEWERAGE AND DRAINAGE PLAN
C1.3 - CHANGING AND DRAINAGE PLAN
C1.4 - COMPOSITE UTILITY PLAN

CIVIL IMPROVEMENTS
SEE SHEETS
C1.1 - CALCULATED SITE AND ELECTRODEUR PLAN
C1.2 - SEWERAGE AND DRAINAGE PLAN
C1.3 - CHANGING AND DRAINAGE PLAN
C1.4 - COMPOSITE UTILITY PLAN

CIVIL IMPROVEMENTS
SEE SHEETS
C1.1 - CALCULATED SITE AND ELECTRODEUR PLAN
C1.2 - SEWERAGE AND DRAINAGE PLAN
C1.3 - CHANGING AND DRAINAGE PLAN
C1.4 - COMPOSITE UTILITY PLAN



NO.	DATE	APPROVED

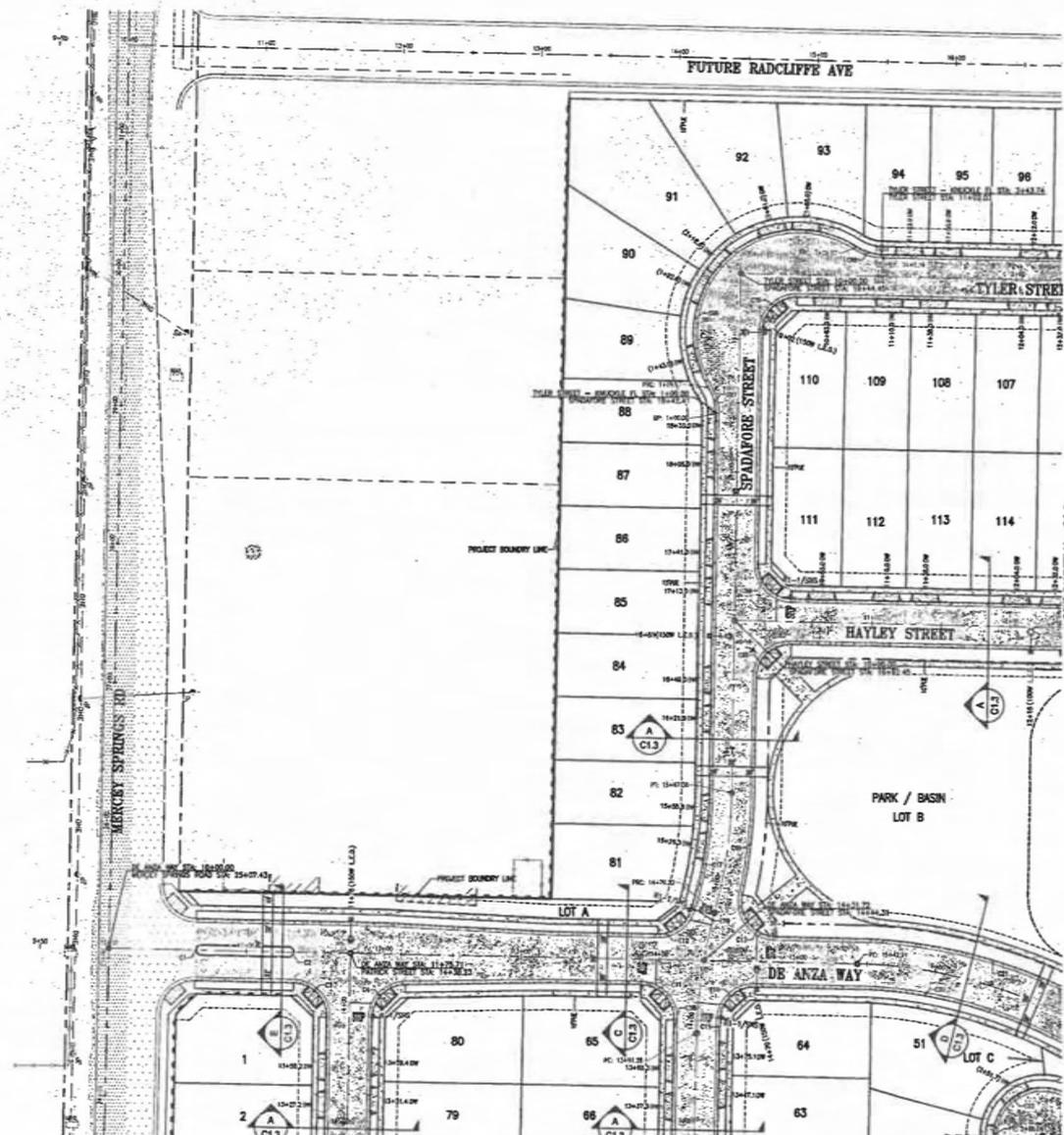
KEY SHEET
TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS BANOS, CALIFORNIA

Northstar
Engineering Group, Inc.
11111 SHAWNEE DRIVE, SUITE 100
LOS BANOS, CA 91706
(909) 851-1000 FAX (909) 851-1001

DATE: 02-11-14
SCALE: AS SHOWN
PROJECT: SHAUNESSY VILLAGE SUBDIVISION
SHEET: C1.7 OF 20
SHEET NUMBER

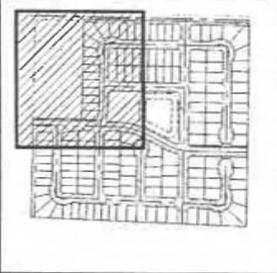
C1.7

ALBERTA, INC./P.O. BOX 44200, ALBERTA, WYOMING
 PHONE: 307.233.1111 Website: www.alberta.com



SEE SHEET No. C3.3

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	DESC
C1	12.37	3.97	180.00	VC
C2	12.37	3.97	180.00	VC
C3	28.27	25.07	90.00	VC
C4	28.42	25.07	88.07	VC
C11	28.26	25.07	91.44	VC
C12	25.08	25.07	75.81	VC
C13	44.27	25.07	103.27	VC
C14	28.48	25.07	88.18	VC
C15	10.27	234.07	1.82	VC
C16	8.27	264.07	1.44	VC
C17	84.07	234.07	14.41	VC
C18	73.87	264.07	11.87	VC
C19	1.47	264.07	0.33	VC
C20	158.87	222.07	27.67	VC
C21	173.86	264.07	27.67	VC
C22	108.86	26.07	180.00	VC
C23	28.27	25.07	90.00	VC
C24	28.42	25.07	88.07	VC
C25	19.87	25.07	32.13	VC
C26	204.87	78.07	174.28	VC
C27	19.87	25.07	32.13	VC
C28	28.27	25.07	90.00	VC



HATCH LEGEND

- EXISTING PAVEMENT
- ASPHALT, CONTRACTOR TO REFER TO THE STREET SECTION TABLE (SEE SHEET C3.2), CITY OF LOS BANOS STANDARD PLANS, SPECIFICATIONS, AND GEOTECHNICAL REPORT RECOMMENDATIONS PRIOR TO METALLATION.
- CONCRETE SECTION, CONTRACTOR TO REFER TO THE STREET SECTION TABLE (SEE SHEET C3.2), CITY OF LOS BANOS STANDARD PLANS, AND SPECIFICATIONS AND GEOTECHNICAL REPORT RECOMMENDATIONS PRIOR TO METALLATION.
- FUTURE PROPOSED ASPHALT
- FUTURE PROPOSED CONCRETE

- SITE PLAN GENERAL NOTES**
1. ALL IMPROVEMENTS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CONTINGENT PRICE OF CONSTRUCTION, CONDITIONS OF CONTRACT, OR PROPOSED/EXISTING RIGHT-OF-WAY NOTES TO CROSS-SECTIONS ON SHEET C3.2.
 2. CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCALIZATION AND ADJUSTMENT OF PROPOSED CURBLINE, LOT LINES, RIGHT-OF-WAY, AND CONDITIONS. IF THERE IS A DISCREPANCY BETWEEN THESE ITEMS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 3. CONTRACTOR SHALL CONSTRUCT IN-SITU FURNISH CURB, GUTTER, AND SIDEWALK SYSTEMS AS SHOWN IN THESE PLANS. FINISH ELEVATIONS TO BE IN ACCORDANCE WITH STREET TABLE ON SHEET C3.2 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS.
 4. CONTRACTOR SHALL CONSTRUCT 6" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 21-4 AND 21-4 AND CITY OF LOS BANOS STANDARD SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 5. CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 21-4 AND 21-4 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C3.2.
 6. CONTRACTOR SHALL CONSTRUCT SIDEWALKS PER CITY OF LOS BANOS STANDARD DETAIL 21-4 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS.
 7. CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSINGS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 21-4 AND IN ACCORDANCE WITH CITY STANDARD AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
 8. CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARD DETAIL 21-4 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS.
 9. CONTRACTOR SHALL CONSTRUCT SIDEWALK JOINTS PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ARE.
 10. CONTRACTOR SHALL CONSTRUCT 1/4" JOINT PER DETAIL 6 ON SHEET C3.2 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ARE.
 11. SIDEWALK JOINTS TO BE 1/4" x 4" TEES, REFER TO STATE STANDARD AREA.
 12. CONTRACTOR SHALL INSTALL CURB LINE MONUMENT PER CITY OF LOS BANOS STANDARD DETAIL 21-1 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS. FINAL MONUMENT LOCATION TO BE COMPARED WITH RECORDS FINAL MAP.
 13. CONTRACTOR SHALL INSTALL STOP SIGN, GUTTER, AND SIDEWALK WITH THE EXISTING SIDEWALK OF COLUMBIA DRIVE AND DE ANZA WAY POINTS OF CONNECTION IN ACCORDANCE WITH THE CITY OF LOS BANOS STANDARD AND SPECIFICATIONS.
 14. CONTRACTOR SHALL CONFORM PROPOSED CURB, GUTTER, AND SIDEWALK WITH THE EXISTING SIDEWALK OF COLUMBIA DRIVE AND DE ANZA WAY POINTS OF CONNECTION IN ACCORDANCE WITH THE CITY OF LOS BANOS STANDARD AND SPECIFICATIONS.

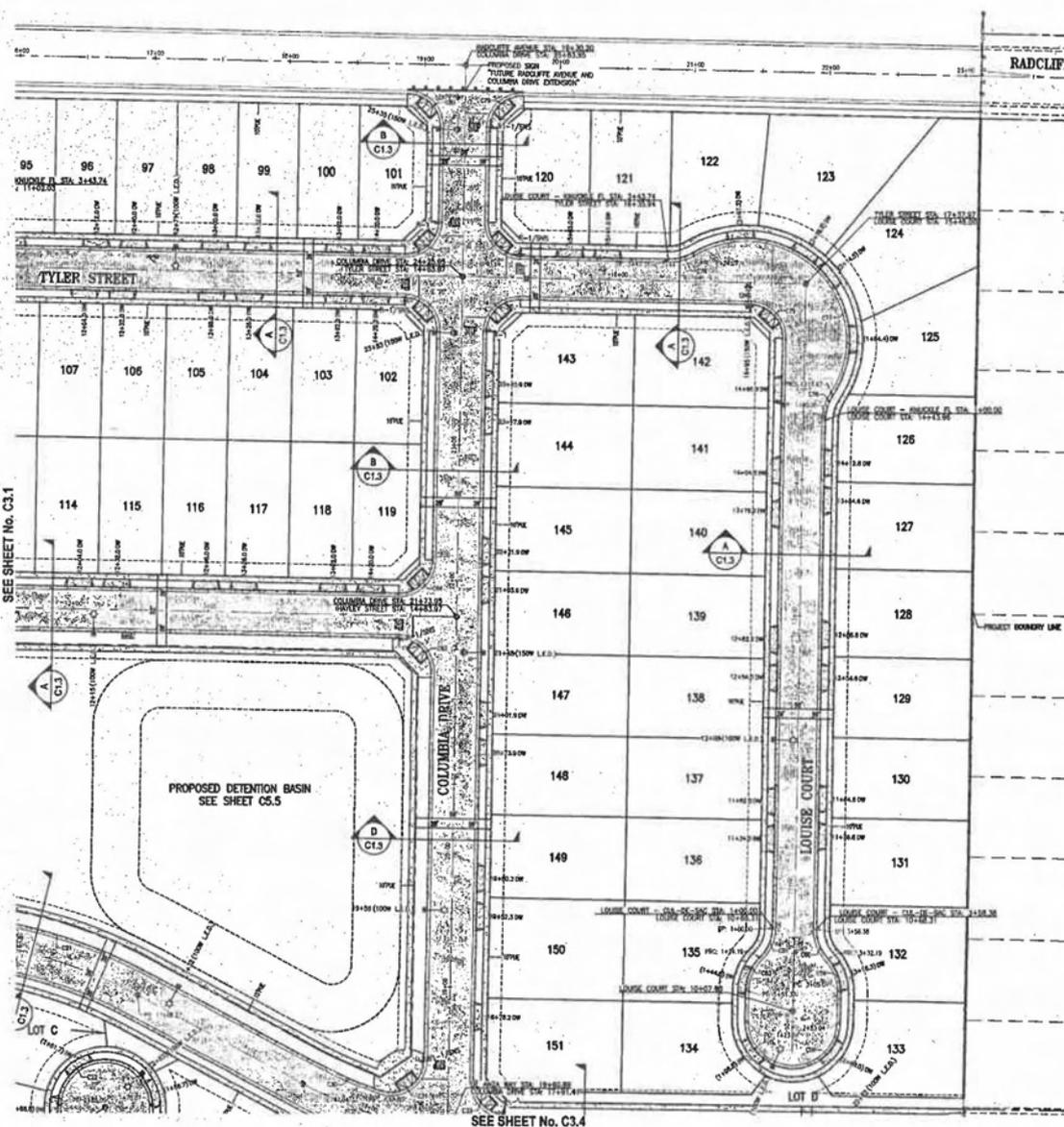
- PAVEMENT DELINEATION GENERAL NOTES**
1. CONTRACTOR SHALL INSTALL CENTER LINE MONUMENT PER CITY OF LOS BANOS STANDARD DETAIL 21-1 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS. FINAL MONUMENT LOCATION TO BE COMPARED WITH RECORDS FINAL MAP.
 2. CONTRACTOR SHALL INSTALL STOP SIGN, GUTTER, AND STOP SIGN (21-1) PER CITY OF LOS BANOS STANDARD DETAIL 21-1 AND IN ACCORDANCE WITH COUNTY STANDARD AND SPECIFICATIONS.
 3. CONTRACTOR SHALL INSTALL STREET NAME SIGN (21-1) PER CITY OF LOS BANOS STANDARD DETAIL 21-1 AND PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS.
 4. CONFORM PROPOSED CURB, GUTTER, AND SIDEWALK WITH EXISTING SIDEWALKS AT COLUMBIA DRIVE AND DE ANZA WAY POINTS OF CONNECTION IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.



CALCULATED SITE, STRIPING, AND ELECTROLIER PLAN AND IMPROVEMENT PLANS FOR SHAINESSY VILLAGE SUBDIVISION
 LOS BANOS, CALIFORNIA

NorthStar Engineering Group, Inc.
 1700 N. Rockwood - Suite 1700
 Los Banos, CA 95207
 (209) 833-1000 Fax (209) 833-1001

SHEET NUMBER
C3.1



CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	DESC
C01	173.86'	368.00'	27.07'	W/C
C02	109.98'	35.00'	180.00'	W/C
C03	53.16'	332.00'	5.18'	W/C
C04	47.08'	25.00'	107.86'	W/C
C05	38.58'	25.00'	88.45'	W/C
C06	109.98'	35.00'	180.00'	W/C
C07	27.24'	35.00'	44.58'	W/C
C08	24.15'	31.00'	44.58'	W/C
C09	24.15'	31.00'	44.58'	W/C
C10	27.24'	35.00'	44.58'	W/C
C11	39.27'	25.00'	60.00'	W/C
C12	39.27'	25.00'	60.00'	W/C
C13	39.27'	25.00'	60.00'	W/C
C14	39.27'	25.00'	60.00'	W/C
C15	39.27'	25.00'	60.00'	W/C
C16	19.63'	35.00'	32.13'	W/C
C17	204.82'	78.00'	134.38'	W/C
C18	19.63'	35.00'	32.13'	W/C
C19	39.27'	25.00'	60.00'	W/C
C20	39.27'	25.00'	60.00'	W/C

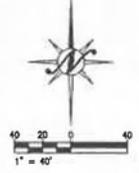


MATCH LEGEND

[Pattern]	EXISTING PAVEMENT
[Pattern]	ASPHALT, CONTRACTOR TO REFER TO THE STREET SECTION TABLE (SEE SHEET C1.3), CITY OF LOS BANOS STANDARD PLANS, SPECIFICATIONS, AND GEOMETRICAL REPORT RECOMMENDATIONS PRIOR TO INSTALLATION.
[Pattern]	CONCRETE SECTION, CONTRACTOR TO REFER TO THE STREET SECTION TABLE (SEE SHEET C1.3), CITY OF LOS BANOS STANDARD PLANS, AND SPECIFICATIONS AND GEOMETRICAL REPORT RECOMMENDATIONS PRIOR TO INSTALLATION.
[Pattern]	FUTURE PROPOSED ASPHALT
[Pattern]	FUTURE PROPOSED CONCRETE

- SITE PLAN GENERAL NOTES**
- PROVISION NOTES SEE TOPS & BENCH PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM CENTER OF CURVE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STRIPING, AND CENTERLINE OF DRIVEWAY OR SIDEWALK, REFER TO CROSS-SECTION ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION AND ALIGNMENT OF PROPOSED DRIVEWAYS, LOT LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-STREET PARKING, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PARKING SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT IF VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 21-4 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION TABLE ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT SIDEWALK STRIPING IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 21-4 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION TABLE ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT DRIVEWAYS PER CITY OF LOS BANOS STANDARD DETAIL 21-8 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT ACCESSIBLE CURB RAMP AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 21-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AND THE 2011 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARD DETAIL 21-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT DRIVEWAY JOINTS PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE DRIVEWAYS MEET.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING DRIVEWAYS MEET.
 - TRUNCATED DOWNS TO BE 3' x 4' IN PLACE, REFER TO STATE STANDARD 450A.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS BANOS. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 02-3 AND 02-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONFORM PROPOSED CURB, GUTTER, AND SIDEWALK WITH THE EXISTING BOUNDARIES OF COLUMBIA DRIVE AND DE AREA AND POINTS OF CONNECTION IN ACCORDANCE WITH THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

- PAVEMENT DELINEATION GENERAL NOTES**
- CONTRACTOR SHALL INSTALL CENTER LINE MARKING PER CITY OF LOS BANOS STANDARD DETAIL 01-1 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. FINAL MARKING LOCATION TO BE CONFIRMED WITH RECORDED FINAL MAP.
 - CONTRACTOR SHALL INSTALL STOP BAR, STOP SIGN, AND STOP SIGN (01-1) PER CITY OF LOS BANOS STANDARD DETAIL 01-15 AND IN ACCORDANCE WITH COUNTY STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL INSTALL STREET NAME SIGN (01-1) PER CITY OF LOS BANOS STANDARD DETAIL 01-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONFORM PROPOSED CURB, GUTTER, AND SIDEWALK WITH EXISTING ROADWAY AT COLUMBIA DRIVE AND DE AREA AND POINTS OF CONNECTION, IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.



SHAUNESSY VILLAGE SUBDIVISION
LOS BANOS, CALIFORNIA

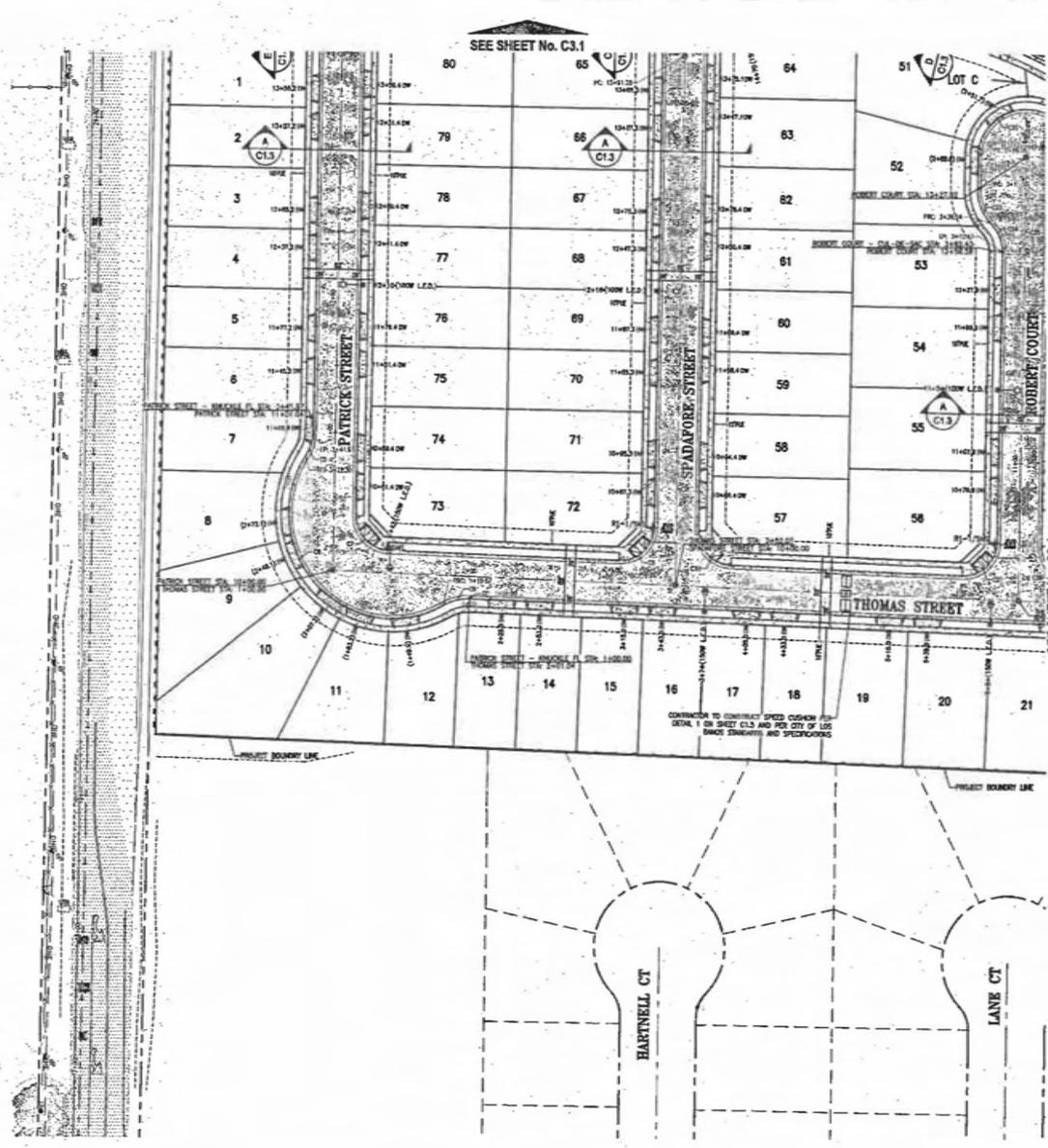
CALCULATED SITE, STRIPING, AND ELECTROLIER PLAN AND IMPROVEMENT PLANS FOR SHAUNESSY VILLAGE SUBDIVISION, LOS BANOS, CALIFORNIA

North Star Engineering Group, Inc.
 15000 N. 15th Street, Suite 200, Los Banos, CA 95207
 (209) 851-1111

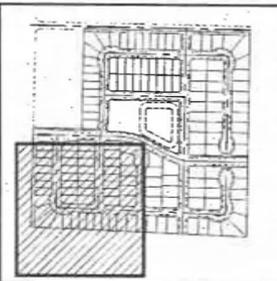
SHEET NUMBER
C3.2

NORTH STAR ENGINEERING GROUP, INC.
 15000 N. 15th Street, Suite 200, Los Banos, CA 95207
 (209) 851-1111

DRAWN: 02/07/2018 BY: MATTIE P. HANCOCK
 CHECKED: 02/07/2018 BY: NICHOLE M. HANCOCK
 PROJECT: SHALIMON VILLAGE IMPROVEMENT PLAN

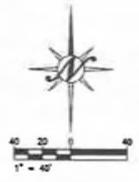


CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	DESC
C5	15.67	25.00'	32.13	75C
C6	202.84'	75.00'	152.92	75C
C7	38.87	25.00'	68.89	75C
C8	15.67	25.00'	32.13	75C
C9	38.87	25.00'	68.89	75C
C10	38.87	25.00'	68.89	75C
C22	106.86	35.00'	180.00	75C
C23	37.24	25.00'	44.59	75C
C24	24.17	21.00'	44.59	75C
C25	24.17	21.00'	44.59	75C
C27	38.87	25.00'	68.89	75C
C28	38.87	25.00'	68.89	75C



- SITE PLAN GENERAL NOTES**
1. ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM CENTER TO CENTER, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STRIPING, AND OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CHECK-SECTIONS ON SHEET C1.3.
 2. CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCALIZATION AND ADJUSTMENT OF PROPOSED CONCRETE, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PREPARATION SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 3. CONTRACTOR SHALL CONDUCT AT VERTICAL CURBS AND GUTTERS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-2 AND S1-3 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
 4. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-4 AND S1-5 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 5. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-6 AND S1-7 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
 6. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-8 AND S1-9 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 7. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-10 AND S1-11 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 8. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-12 AND S1-13 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 9. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-14 AND S1-15 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 10. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-16 AND S1-17 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 11. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-18 AND S1-19 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 12. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-20 AND S1-21 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 13. CONTRACTOR SHALL CONDUCT SIDEWALK SLOPES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL S1-22 AND S1-23 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 14. CONTRACTOR SHALL CONFORM PROPOSED CURB, GUTTER, AND SIDEWALK WITH THE EXISTING DIMENSIONS OF COLUMBIA DRIVE AND DE ACHA WAY POINTS OF CONNECTION IN ACCORDANCE WITH THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

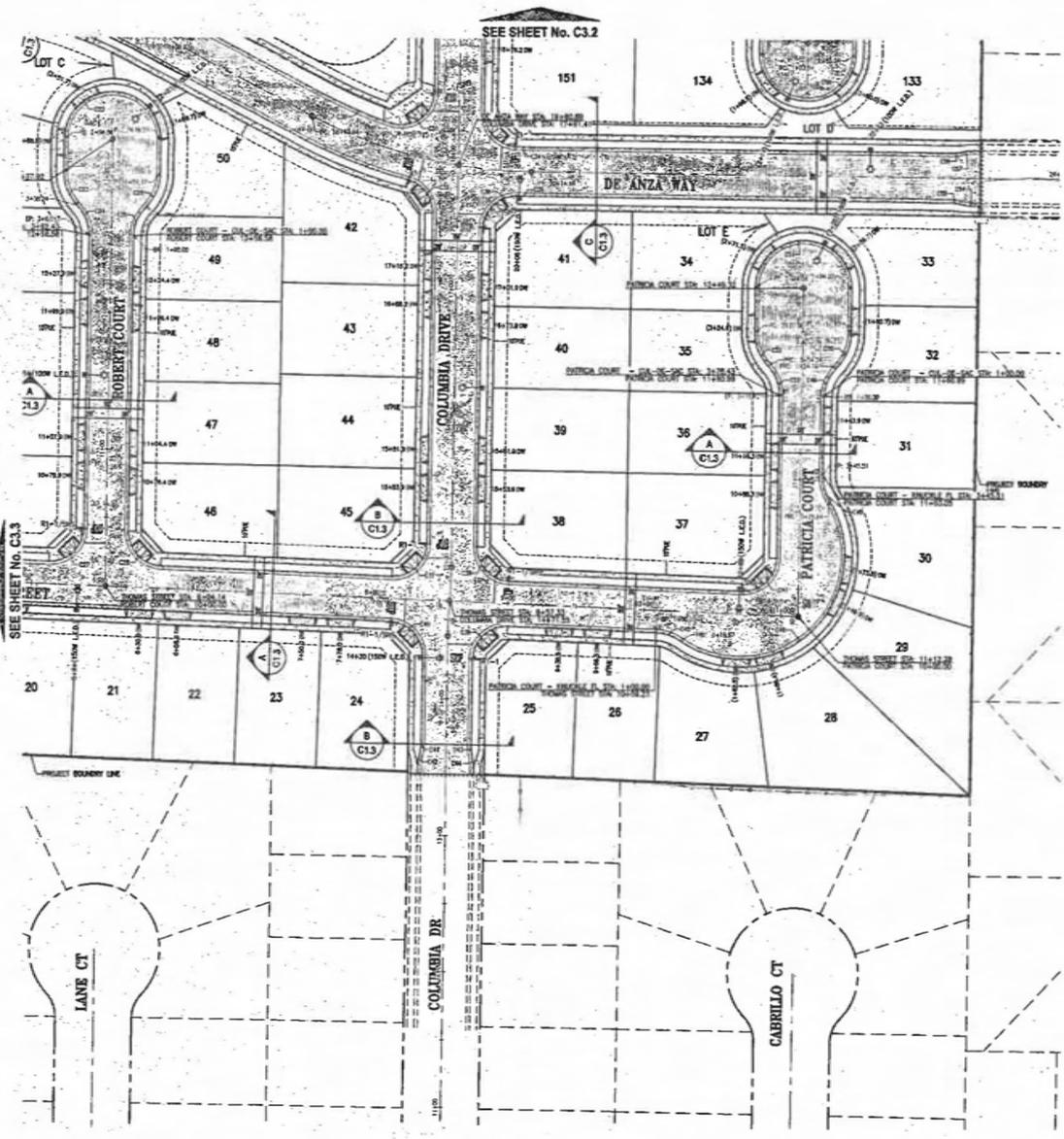
- PAVEMENT DELINEATION GENERAL NOTES**
1. CONTRACTOR SHALL METAL CENTER LINE MARKERS PER CITY OF LOS BANOS STANDARD DETAIL S2-1 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. FINAL MARKER LOCATION TO BE CONFIRMED WITH RECORDED FINAL MAP.
 2. CONTRACTOR SHALL METAL STOP BAR, LETTERS, AND STOP SIGN (S1-1) PER CITY OF LOS BANOS STANDARD DETAIL S2-2 AND S2-3 AND IN ACCORDANCE WITH CALIFORNIA STANDARDS AND SPECIFICATIONS.
 3. CONTRACTOR SHALL METAL STREET NAME SIGN (S2-4) PER CITY OF LOS BANOS STANDARD DETAIL S2-4 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 4. CONFORM PROPOSED CURB, GUTTER, AND SIDEWALK WITH EXISTING DIMENSIONS OF COLUMBIA DRIVE AND DE ACHA WAY POINTS OF CONNECTION, IN ACCORDANCE WITH CITY STANDARDS SPECIFICATIONS.



SHALIMON VILLAGE IMPROVEMENT PLAN
IN-TRACT IMPROVEMENT PLANS FOR
SHALIMON VILLAGE SUBDIVISION
 LOS BANOS, CALIFORNIA

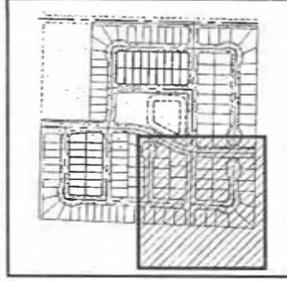
SHEET NUMBER
C3.3

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CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	DESC
C22	126.96'	35.00'	159.00'	7FC
C23	27.24'	35.00'	44.26'	7FC
C24	24.17'	31.00'	44.26'	7FC
C25	24.17'	31.00'	44.26'	7FC
C26	27.24'	35.00'	44.26'	7FC
C27	39.85'	25.00'	61.24'	7FC
C28	39.85'	25.00'	61.24'	7FC
C29	84.66'	368.00'	13.18'	7FC
C30	55.98'	332.00'	6.16'	7FC
C31	47.06'	25.00'	107.89'	7FC
C32	33.21'	25.00'	76.11'	7FC
C33	39.59'	25.00'	66.45'	7FC
C34	11.17'	332.00'	1.93'	7FC
C35	10.20'	368.00'	1.59'	7FC
C36	39.85'	25.00'	61.24'	7FC
C37	39.85'	25.00'	61.24'	7FC
C38	39.85'	25.00'	61.24'	7FC
C39	39.85'	25.00'	61.24'	7FC
C40	39.85'	25.00'	61.24'	7FC
C41	6.17'	30.00'	15.92'	7FC
C42	6.17'	30.00'	15.94'	7FC
C43	7.27'	29.87'	13.85'	7FC
C44	7.27'	30.00'	13.85'	7FC
C45	18.87'	35.00'	32.13'	7FC
C46	206.30'	75.00'	159.00'	7FC
C47	39.85'	25.00'	61.24'	7FC
C48	18.87'	35.00'	32.13'	7FC
C49	24.17'	31.00'	44.26'	7FC
C50	27.24'	35.00'	44.26'	7FC
C51	126.96'	35.00'	159.00'	7FC
C52	27.24'	35.00'	44.26'	7FC
C53	24.17'	31.00'	44.26'	7FC
C54	7.97'	30.00'	15.14'	7FC
C55	7.97'	29.87'	15.14'	7FC
C56	7.97'	29.87'	15.14'	7FC
C57	7.97'	30.00'	15.14'	7FC
C58	126.96'	35.00'	159.00'	7FC



- SITE PLAN GENERAL NOTES**
- PRELIMINARY NOTES SEE 20% & 30% PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE FACE OF CURVE, EDGE OF SIDEWALK, CENTERLINE OF STRIPING, AND/OR PROPOSED/EXISTING ROAD-TO-ROAD. REFER TO CROSS-SECTIONS ON SHEET C3.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCAL, OVERSIGHT, AND ADJUSTMENT OF PROPOSED CURVES, CUTS, GUTTERS, AND SIDEWALKS. CONTRACTOR TO REFER TO THE STREET SECTION TABLE (SEE SHEET C3.3) CITY OF LOS BANOS STANDARDS, PLANS, SPECIFICATIONS, AND GEOTECHNICAL REPORT RECOMMENDATIONS PRIOR TO INSTALLATION.
 - CONTRACTOR SHALL CONTRACT 8" MINIMUM CURBS AND GUTTERS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL 20-5 AND CITY OF LOS BANOS SPECIFICATIONS FOR ASPHALT IMPROVEMENT.
 - CONTRACTOR SHALL CONTRACT SIDEWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL 20-4 AND 20-4A AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C3.3.
 - CONTRACTOR SHALL CONTRACT SIDEWALKS PER CITY OF LOS BANOS STANDARDS DETAIL 20-4 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONTRACT ADA ACCESSIBLE CURB RAMP AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL 20-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2011 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONTRACT CURB RETURN PER CITY OF LOS BANOS STANDARDS DETAIL 20-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONTRACT CONCRETE JABS PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ARE.
 - CONTRACTOR SHALL CONTRACT LAP JOINT PER DETAIL 4 OF SHEET C3.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE ASPHALT ARE.
 - FRANCHED ZONES TO BE 7' x 4' FLAG, REFER TO STREET STANDARDS AREA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS BANOS. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL 20-3 AND 20-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONFIRM PROPOSED CURB, GUTTER, AND SIDEWALK WITH THE LOCAL BUREAU OF COLUMBIA DRIVE AND ALL OTHER WAY POINTS OF CONNECTION IN ACCORDANCE WITH THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

- PAVEMENT DELINEATION GENERAL NOTES**
- CONTRACTOR SHALL INSTALL CENTER LINE MARKING PER CITY OF LOS BANOS STANDARDS DETAIL 10-1 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. FINAL MARKING LOCATION TO BE CONFIRMED WITH RECORDS FINAL MAP.
 - CONTRACTOR SHALL INSTALL STOP BAR, LETTERS, AND STOP SIGN (20-1) PER CITY OF LOS BANOS STANDARDS DETAIL 20-15 AND IN ACCORDANCE WITH COUNTY STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL INSTALL STREET NAME SIGN (20-6) PER CITY OF LOS BANOS STANDARDS DETAIL 20-16 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONFIRM PROPOSED CURB, GUTTER, AND SIDEWALK WITH CROWDING ROADWAYS AT COLUMBIA DRIVE AND DE ANZA WAY POINT OF CONNECTION IN ACCORDANCE WITH CITY STANDARDS SPECIFICATIONS.

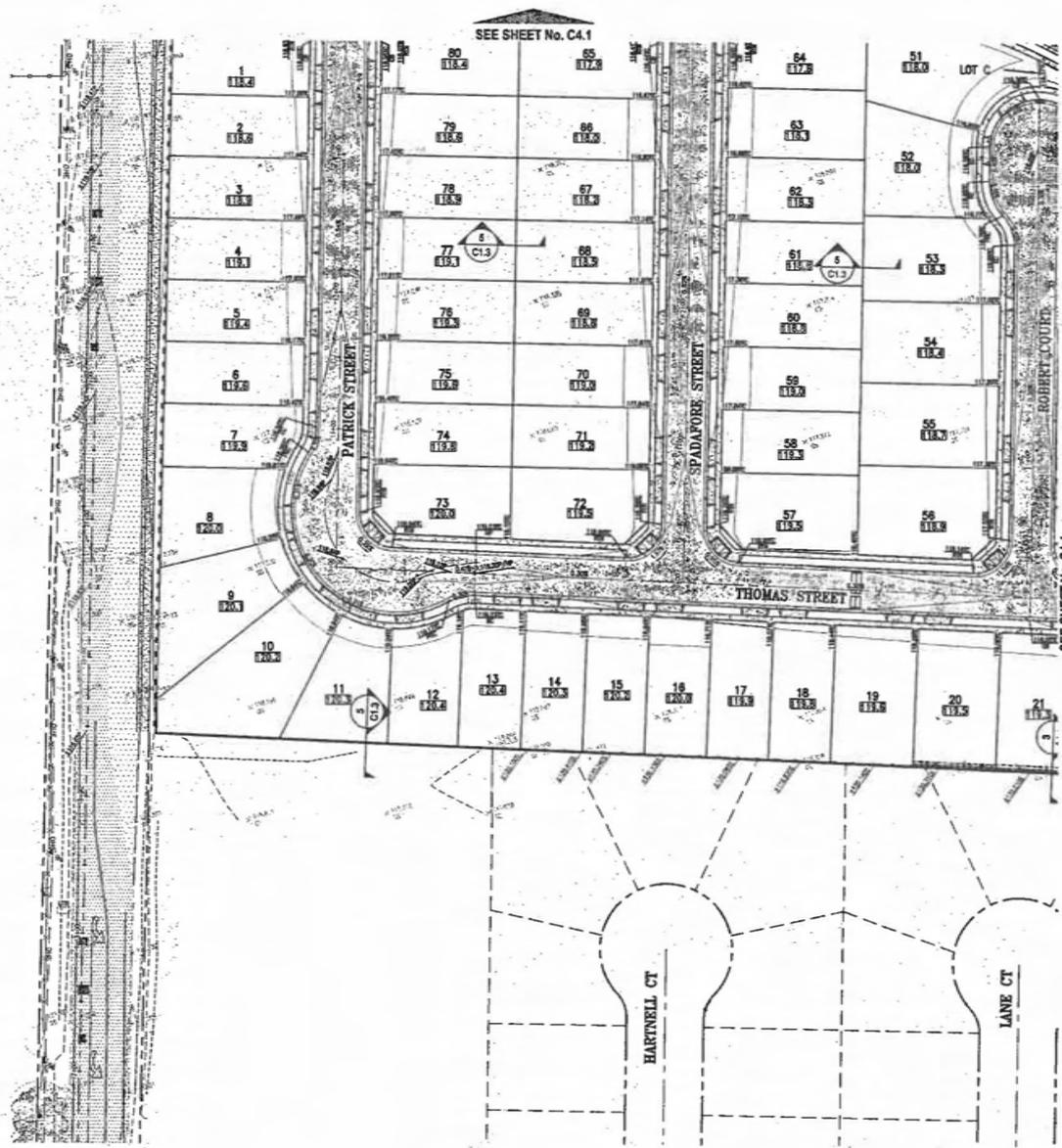


CALCULATED SITE, STRIPING, AND ELECTROLIER PLAN AND ELECTROLIER PLANS FOR INTRACT IMPROVEMENT PLANS FOR SHAUNESSY VILLAGE SUBDIVISION LOS BANOS, CALIFORNIA

NorthStar
Engineering & Construction, Inc.
17551 SHELLEY AVENUE, SUITE 100
LOS BANOS, CA 91706
(951) 750-2022 Fax: (951) 750-2029

DATE: 11-11-2013
PROJECT NO: 20130001
SHEET NUMBER: C3.4

DATE: 02/27/2013 1:48 PM
DRAWN BY: JAMES
CHECKED BY: JAMES
PROJECT: SHAUNESSY VILLAGE SUBDIVISION



HATCH LEGEND

	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

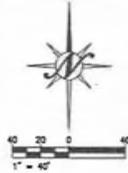
ESTIMATE OF EARTHWORK QUANTITIES

SITE	EXCAVATION C.Y.		EMBANKMENT C.Y.	
	CUT	FILL	CUT	FILL
EARTHWORK	37,500	26,814		

- EARTHWORK NOTES AND ASSUMPTIONS**
1. THE QUANTITIES SHOWN ARE RAIN VALUES AND DO NOT ACCOUNT FOR TRECH SPILLS, OVERSIGHT, SURFACING DEFECTS OR ANY OTHER ADJUSTMENT FACTORS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST THE QUANTITIES AS APPROPRIATE FOR DRIVING AND CONSTRUCTION CONDITIONS. THE CUT AND FILL QUANTITIES SHOWN REPRESENT A THEORETICAL SCENARIO AND ARE GIVEN ONLY AS A CONFORMANCE TO THE CONTRACTOR. IF IT APPEARS THERE WILL BE AN EXCESS OR DEFICIENCY OF MATERIAL, THE CONTRACTOR MAY NOTIFY THE ENGINEER TO ADJUST, IF POSSIBLE, QUOTE ADJUSTMENTS CAN BE MADE.
 2. QUANTITIES SHOWN ASSUME PILES ARE CONSTRUCTED AS SHOWN ON THESE PLANS AND DO NOT INCLUDE VOLUME GENERATED FROM ADDITIONAL FOUNDATION ELEMENTS, BUSHINGS, COMPRESSED FILLING, ETC.
 3. THE ABOVE QUANTITIES ARE FOR REFERENCE AND ARE NOT TO BE USED FOR BIDDING PURPOSES. THE CONTRACTOR SHALL VERIFY THE QUANTITIES BY FIELD SURVEY AND SHALL BE RESPONSIBLE FOR ANY ADJUSTMENTS TO THE QUANTITIES.

- GENERAL GRADING NOTES**
1. ALL GROUND, EXISTING, EXTERIOR, CURB, SIDEWALK, AND FINISHED SECTIONS PER CROSS SECTION ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 2. CONTRACTOR IS RESPONSIBLE FOR THE CUT AND FILL AND DISPOSAL OF ALL EXCESS FILL.
 3. CONTRACTOR SHALL VERIFY ALL REQUIREMENTS OF THE PROJECT SPECIFICATIONS REPORT FOR SOIL PREPARATION, SOIL-GRASS PREPARATION AND OVER-SEEDING REQUIREMENTS BEFORE CONSTRUCTION. IF A DEFICIENCY EXISTS, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.

- SITE PLAN GENERAL NOTES**
- CONTRACTOR NOTES SEE TYPED A-SHADE PLAN
1. ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, SIDE OF SIDEWALK, CENTERLINE OF SIDEWALK, AND OR PROPOSED/EXISTING RIGHT-OF-WAY, REFER TO CROSS-SECTIONS ON SHEET C1.3.
 2. CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, DIMENSIONS, AND ALIGNMENT OF PROPOSED DRIVEWAYS, LOT LINES, BUSH-UP-SPACES, AND ELEVATIONS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 3. CONTRACTOR SHALL CONSTRUCT IN-PAVED DRIVEWAYS, CURBS, SIDEWALKS AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. FINISHED SECTIONS TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 4. CONTRACTOR SHALL CONSTRUCT 4" VERTICAL CURB AND OUTLET IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 11-4 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR SIDEWALK INFILTRATION.
 5. CONTRACTOR SHALL CONSTRUCT SIDEWALK SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 11-3 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION TABLE ON SHEET C1.3.
 6. CONTRACTOR SHALL CONSTRUCT 4" VERTICAL CURB AND SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 11-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AND THE 2018 CALIFORNIA BUILDING CODE.
 7. CONTRACTOR SHALL CONSTRUCT CURB AND OUTLET PER CITY OF LOS ANGELES STANDARD DETAIL 11-4 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 8. CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ADJACENT.
 9. CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 6 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJACENT.
 10. STRENGTHENED JOINTS TO BE 3' x 4' TYPICAL, REFER TO STATE STANDARD AREA.
 11. CONTRACTOR SHALL INSTALL LEAFY TREES AS APPROVED BY THE CITY OF LOS ANGELES. LEAFY TREES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 11-3 AND 11-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



GRADING AND DRAINAGE PLAN

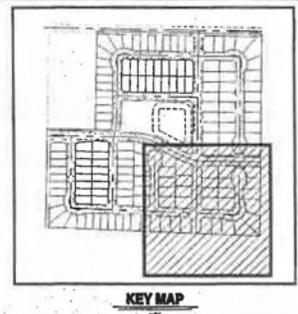
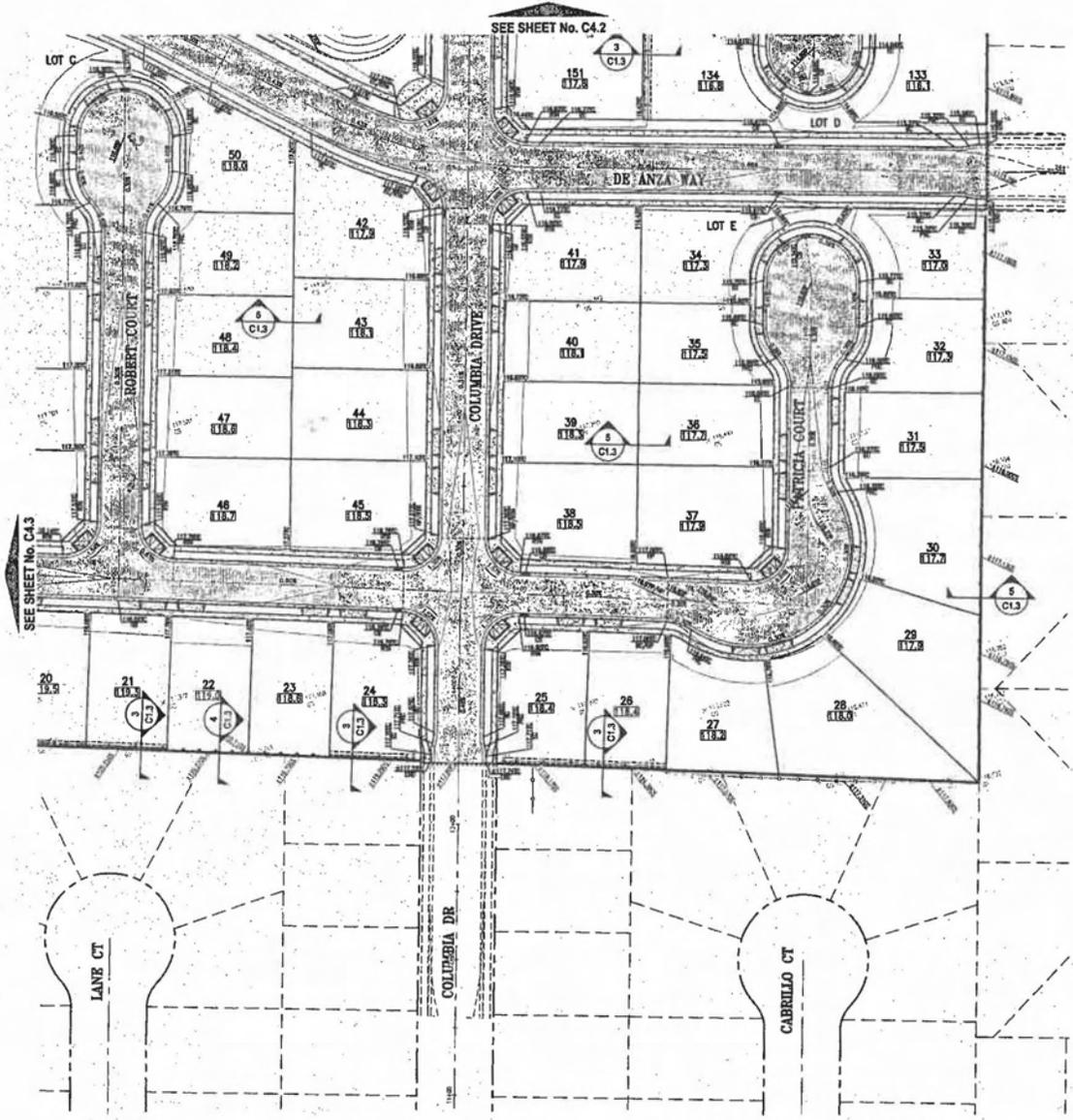
IN-TRACT IMPROVEMENT PLANS FOR SHAUNESSY VILLAGE SUBDIVISION

LOS ANGELES, CALIFORNIA

NorthStar
Engineering Group, Inc.
11000 Wilshire Blvd., Suite 1000
Los Angeles, CA 90025
Tel: 310-207-1100 Fax: 310-207-1101

DATE: 11/15/2023
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]

SHEET NUMBER
C4.3



HATCH LEGEND

[Hatch Pattern]	EXISTING FURNISHMENT	[Hatch Pattern]	PROPOSED ASPHALT SEE SHEET C1.3
[Hatch Pattern]	EXISTING CONCRETE	[Hatch Pattern]	PROPOSED CONCRETE SEE SHEET C1.3
[Hatch Pattern]	FUTURE PROPOSED ASPHALT	[Hatch Pattern]	FUTURE PROPOSED CONCRETE

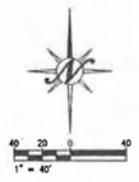
ESTIMATE OF EARTHWORK QUANTITIES

SITE	EXCAVATION C.Y.		EMBANKMENT C.Y.	
	CUT	FILL	CUT	FILL
EARTHWORK	37,500			25,814

- EARTHWORK NOTES AND ASSUMPTIONS**
- THE QUANTITIES SHOWN ARE FOR VALUES AND DO NOT ACCOUNT FOR BRUSH SPILLS, OBSTRUCTION, OVERBURDEN, EXPOSED OR ANY OTHER ADJUSTMENT FACTORS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST THE QUANTITIES AS APPROPRIATE FOR DRIVING AND CONSTRUCTION METHODS. THE CUT AND FILL QUANTITIES SHOWN HEREIN REPRESENT THEORETICAL QUANTITIES AND ARE GIVEN ONLY AS A CONVENIENCE TO THE CONTRACTOR. IF IT APPEARS THERE WILL BE AN EXCESS OR SHORTAGE OF MATERIAL, THE CONTRACTOR WILL NOTIFY THE ENGINEER TO REEVALUATE IF POSSIBLE QUANTITIES CAN BE MAINTAINED.
 - QUANTITIES SHOWN ABOVE ARE CONSTRUCTED AS SHOWN ON THESE PLANS AND DO NOT INCLUDE VOLUME GENERATED FROM ADDITIONAL FOUNDATION EXCAVATIONS, RETAINING WALLS, RECESSED FLOORS, ETC.
 - THE ABOVE QUANTITIES ARE FOR REFERENCE AND FOR PURPOSES ONLY. SINCE THE ENGINEER CANNOT CONTROL THE EXACT METHOD OR SEQUENCE USED BY THE CONTRACTOR DURING EXCAVATION OPERATIONS, NOR CAN THE ENGINEER GUARANTEE THE EXACT SOIL CONDITIONS OVER THE ENTIRE SITE, THE ENGINEER ASSUMES NO RESPONSIBILITY FOR FINAL EXCAVATION QUANTITIES.

- GENERAL GRADING NOTES**
- ALL CURBS, GUTTERS, SIDEWALKS, CURB RETURN, AND FINISHMENT SECTIONS PER CROSS SECTION ON SHEET C1.3 AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR IS RESPONSIBLE FOR THE OFF HALL AND DISPOSAL OF ANY AND ALL EXCESS DIRT.
 - CONTRACTOR SHALL NOTIFY ALL REQUIREMENTS OF THE PROJECT GEOTECHNICAL REPORT FOR SOIL INFORMATION, SOIL-BENCH PREPARATION AND HIGH-COMPACTATION REQUIREMENTS BEFORE CONSTRUCTION. IF A DISCREPANCY EXISTS, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.

- SITE PLAN GENERAL NOTES**
- PROTECTION NOTES SEE TPO & ROAD PLAN**
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE GIVEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF FINISHED, CENTERLINE OF DRIVEWAY, AND OR PROPOSED/EXISTING ROAD-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED DRIVEWAYS, LOT LINES, DRIVE-UP AREAS, AND EXCAVATIONS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TROTT FURNISHMENT, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. FINISHMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 1" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS SECT. 11-5 AND CITY OF LOS BANOS SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT SIDEWALK SIDEWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS SECT. 11-8 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHAIR ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSINGS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS SECT. 11-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARDS SECT. 11-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANDED JOINTS PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING SIDEWALKS ADJACENT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER SECT. 8 ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJACENT.
 - STRUCTURED FORMS TO BE 3' X 4' PANELS, REFER TO STATE STANDARD AREA.
 - CONTRACTOR SHALL INSTALL LIFE SAFETY AS APPROVED BY THE CITY OF LOS BANOS. LIFE SAFETY TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS SECT. 11-3 AND 11-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.



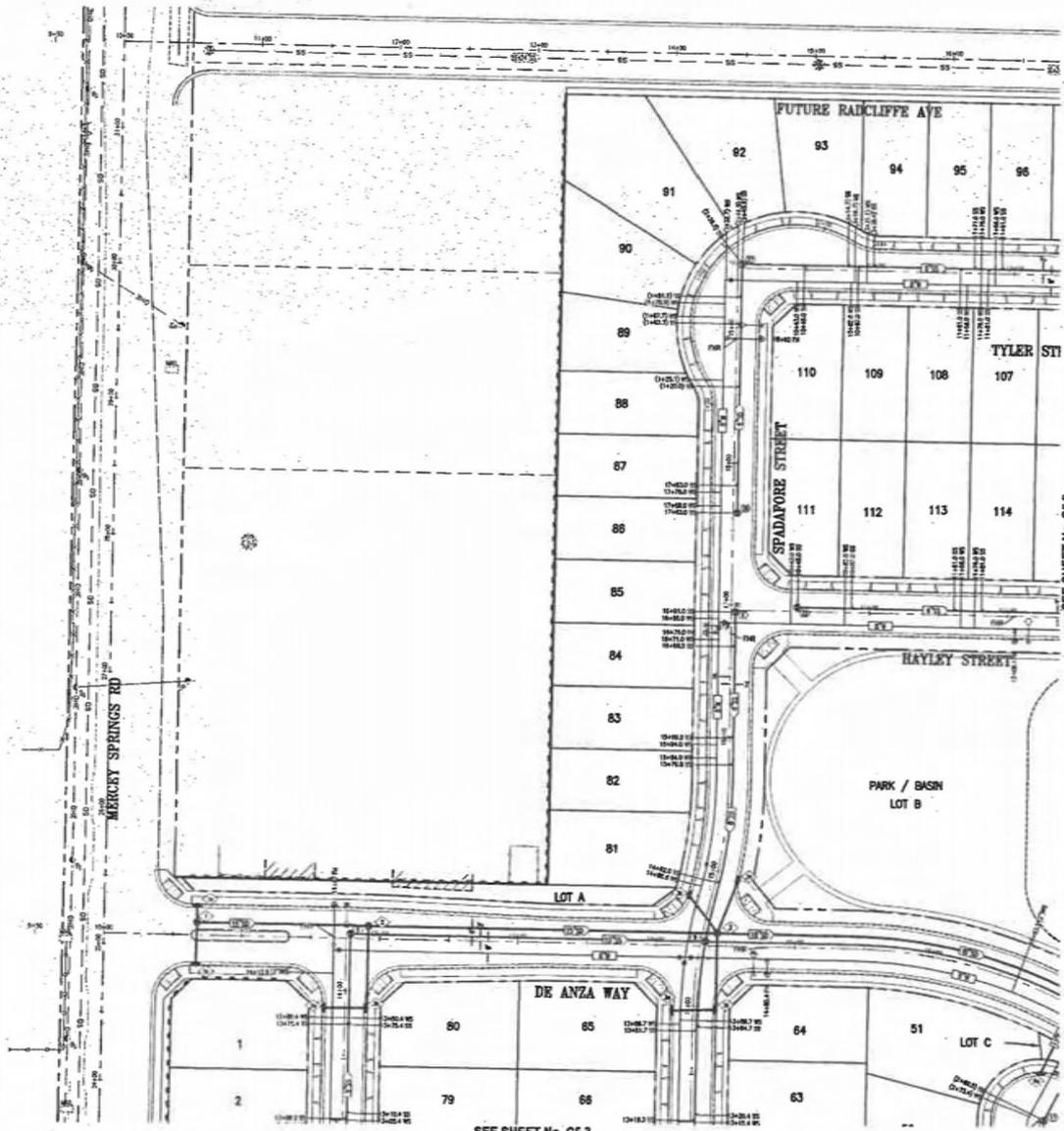
DATE: 08/20/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 PROJECT NO: 24-001-001-01

GRADING AND DRAINAGE PLAN
TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
 LOS BANOS, CALIFORNIA



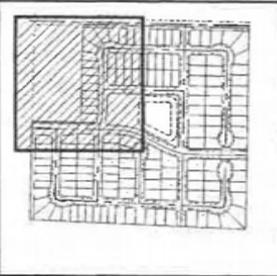
PROJECT NO: 24-001-001-01
 SHEET NO: C4.4
 DATE: 08/20/2024

C4.4



SEE SHEET No. C5.3

SEE SHEET No. C5.2



KEY MAP

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, BUILTS, CLEARWAYS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, BUILTS, CLEARWAYS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE FOR THESE ITEMS. SEE GRADING PLANS AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STUB IF NECESSARY. CONTRACTOR SHALL REPAIR AND/OR REPLACE IF DAMAGED. CONTRACTOR SHALL CLEARANCE EXISTING STORM MAIN, STORM DRAIN MAINS, WATER MAINS, MANHOLES, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONNECTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL PROPOSED AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL SP-1, SP-2, SP-3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL B ON SHEET C1.1 AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

SEWER GENERAL NOTES

- ALL CONNECTIONS TO EXISTING SEWER MAINS, MANHOLES, AND STUBS TO BE PROVIDED IN STRICT CONFORMANCE TO CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL SEWER MANHOLE PER CITY OF LOS BANOS STANDARD DETAIL SP-1 AND SP-2, WHERE APPLICABLE, AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL SEWER LATERALS PER CITY OF LOS BANOS STANDARD DETAIL SP-3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

STORM GENERAL NOTES

- ALL CONNECTIONS TO EXISTING STORM DRAIN MAINS, MANHOLES, AND STUBS TO BE PROVIDED IN STRICT CONFORMANCE TO CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL STORM DRAIN MANHOLE PER CITY OF LOS BANOS STANDARD DETAIL SD-10 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL STORM DRAIN CURB BUILT CATCH BASIN PER CITY OF LOS BANOS STANDARD DETAIL SD-4 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONTRACT DRAINAGE BASIN BUBBLE-UP INLET PER DETAIL 2 ON SHEET C5.3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL USE RCP PIPES FOR PIPES LARGER THAN 24" AND PVC PIPES FOR PIPES 24" AND SMALLER.
- CONTRACTOR SHALL INSTALL STORM DRAIN CONTROL VALVE STRUCTURE PER DETAIL 1 ON SHEET C5.3.

WATER GENERAL NOTES

- CONTRACTOR SHALL INSTALL WATER VALVES PER CITY OF LOS BANOS STANDARD DETAIL W-3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO CONNECT TO EXISTING WATER MAIN (PUSH SAP OR CUT IN USE) IN STRICT ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL 1" RESIDENTIAL WATER SERVICES PER CITY OF LOS BANOS STANDARD DETAIL W-1 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING TELLERNEY EQUIPMENT ON ALL METERS. CITY OF LOS BANOS TO NOTIFY METERS. PIPES TO PURCHASE/INSTALL.
- CONTRACTOR SHALL INSTALL FIRE HYDRANTS PER CITY OF LOS BANOS STANDARD DETAIL W-2 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONTRACT CONCRETE STREET BLOCKS PER CITY OF LOS BANOS STANDARD DETAIL W-4 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.



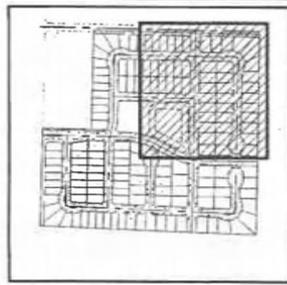
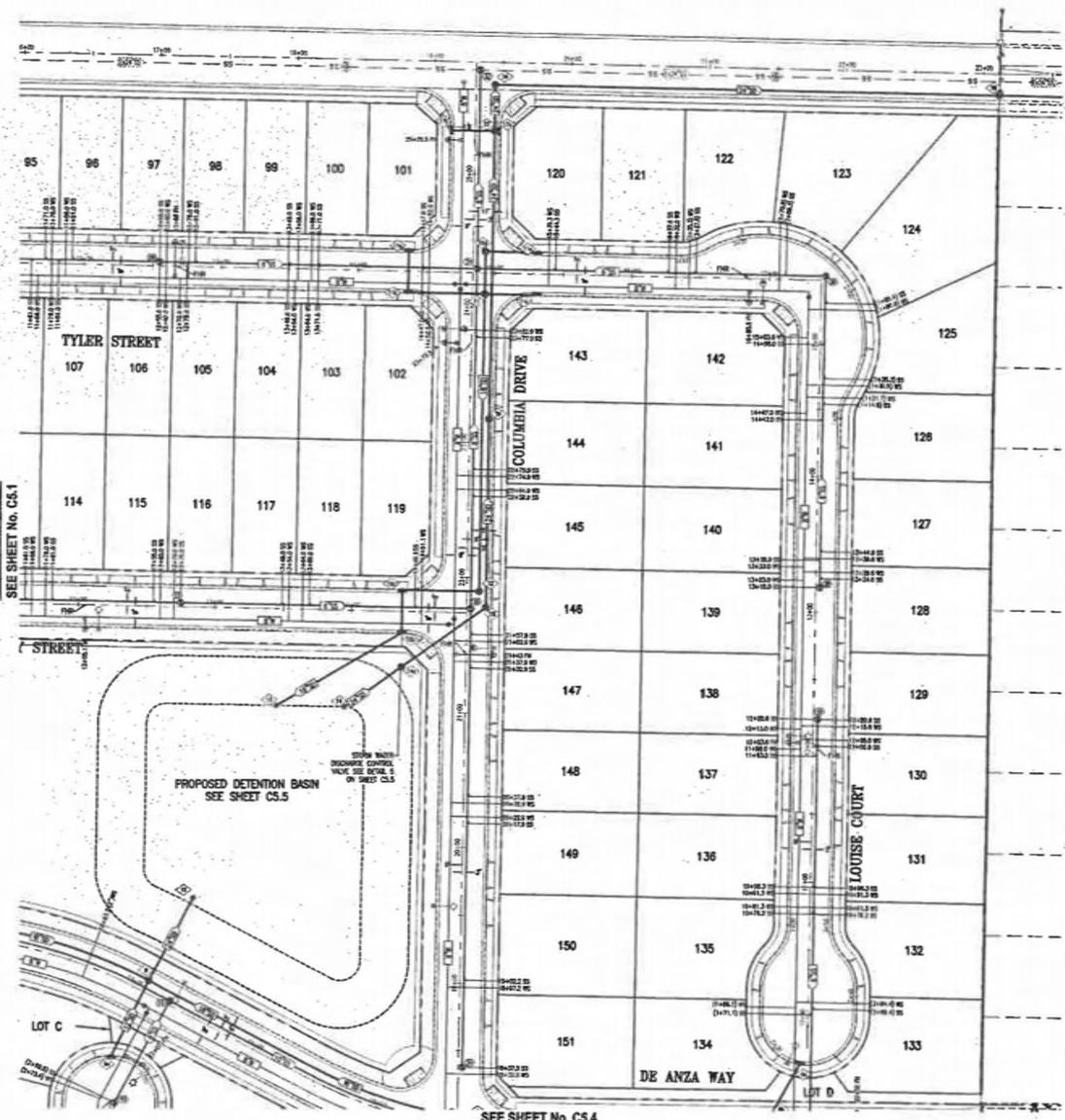
NO.	REVISIONS	DATE	DESCRIPTION

COMPOSITE UTILITY PLAN
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS BANOS, CALIFORNIA

North Star
 Engineering Group, Inc.
 1700 W. UNIVERSITY AVENUE, SUITE 200
 LOS ANGELES, CA 90024
 (310) 341-0000 Fax (310) 341-0007 Pk

DATE: 11-15-2011	PROJECT: SHAUNESSY VILLAGE SUBDIVISION
DRAWN BY: J. GARCIA	CHECKED BY: J. GARCIA
DESIGNED BY: J. GARCIA	APPROVED BY: J. GARCIA
CITY OF LOS BANOS	

SHEET NUMBER
C5.1



KEY MAP

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLELS, MALLETS, CLEANOUTS, MALLETS, VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL MAINTAIN EXISTING MANHOLELS, MALLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE FOR THESE PLANS. SEE URBAN PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR REMOVAL, GRADING, RESTORATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLEL, AND/OR STUB. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING MANHOLEL FOR CLEANOUTS. CONTRACTOR SHALL DISCONNECT EXISTING SEWER MAIN, STORM DOWN MAIN, WATER MAIN, MANHOLEL, AND/OR STUB AT ALL PROPOSED POINTS OF CONNECTION BY LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE ACCURACY OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-1, SP-2, SP-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL B ON SHEET C5.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SEWER GENERAL NOTES

- ALL CONNECTIONS TO EXISTING SEWER MAIN, MANHOLEL, AND STUBS TO BE PERFORMED IN STRICT CONFORMANCE TO CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL SEWER MANHOLEL PER CITY OF LOS ANGELES STANDARD DETAILS SP-1 AND SP-2, WHERE APPLICABLE, AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL SEWER LATERALS PER CITY OF LOS ANGELES STANDARD DETAILS SP-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

STORM GENERAL NOTES

- ALL CONNECTIONS TO EXISTING STORM MAIN, MANHOLEL, AND STUBS TO BE PERFORMED IN STRICT CONFORMANCE TO CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL STORM DOWN MAIN MANHOLEL PER CITY OF LOS ANGELES STANDARD DETAIL SP-10 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL STORM DOWN MAIN CLEAN OUT PER CITY OF LOS ANGELES STANDARD DETAIL SP-11 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT DRAINAGE BASH BUBBLE-UP MALLEL PER DETAIL B ON SHEET C5.3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL USE ROF PIPES FOR PIPES LARGER THAN 24" AND PVC PIPES FOR PIPES 24" AND SMALLER.
- CONTRACTOR SHALL INSTALL STORM DOWN MAIN CONTROL VALVE STRUCTURE PER DETAIL 1 ON SHEET C5.3.

WATER GENERAL NOTES

- CONTRACTOR SHALL INSTALL WATER VALVES PER CITY OF LOS ANGELES STANDARD DETAIL W-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR TO CONNECT TO EXISTING WATER MAIN (NOT SHOWN OR OUT IN FIELD) IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL 1" RESIDENTIAL WATER SERVICES PER CITY OF LOS ANGELES STANDARD DETAIL W-4 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. CONTRACTOR WILL BE RESPONSIBLE FOR INSTALLING TELEMETRY EQUIPMENT ON ALL METERS. CITY OF LOS ANGELES TO VERIFY METERING FROM TO PURCHASE/INSTALL.
- CONTRACTOR SHALL INSTALL FIRE HYDRANTS PER CITY OF LOS ANGELES STANDARD DETAIL W-2 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT CONCRETE THREAT BLOCKS PER CITY OF LOS ANGELES STANDARD DETAIL W-4 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



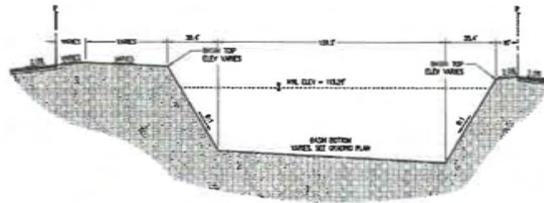
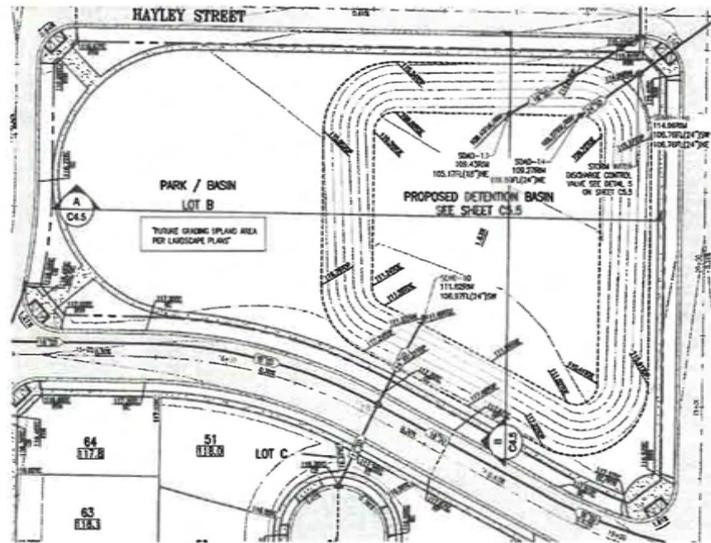
DATE	APPROVED

COMPOSITE UTILITY PLAN
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

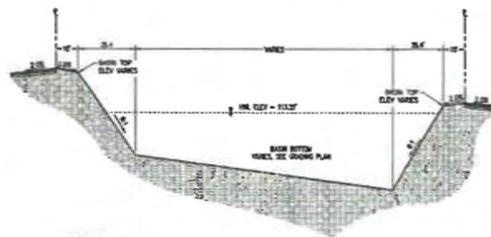
NorthStar
NorthStar Engineering Group, Inc.
 17041 Vanowen Street, Suite 200
 Vanowen, CA 91334
 (818) 251-2222 Fax: (818) 251-2227

DATE	NO. 18-0118
PROJECT	SHAUNESSY VILLAGE SUBDIVISION
CONTRACT	CONTRACT NO. 18-0118
DATE	12/18/18
SCALE	AS SHOWN
DESIGNED BY	SEE SHEET C5.1
CHECKED BY	SEE SHEET C5.1
DATE	12/18/18

C5.2



A BASIN CROSS SECTION
NOTES



B BASIN CROSS SECTION
NOTES

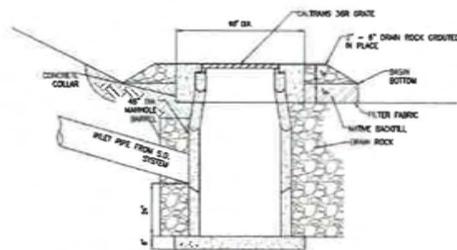
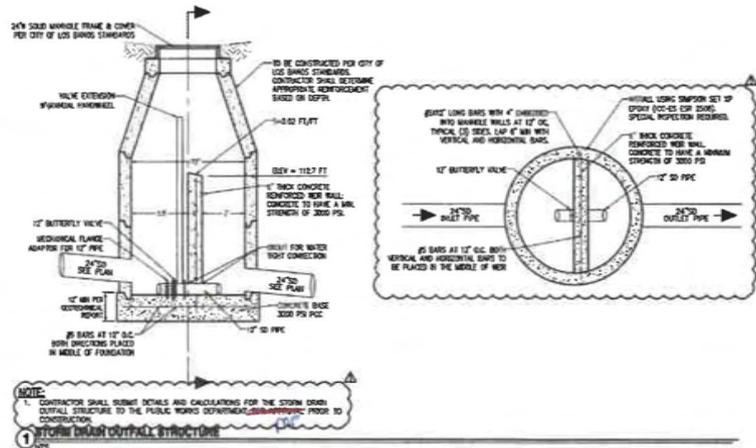


KEY MAP
NOTES
UTILITY GENERAL NOTES

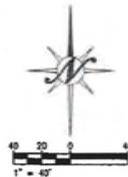
- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL LOCATE EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO PERFORM GRADE FOR THIS PLAN. SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL DRAWING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE AND/OR STUBS. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING BURST OR CLEANOUT. CONTRACTOR SHALL COORDINATE EXISTING SEWER MAINS, STORM DRAIN MAINS, WATER MAINS, MANHOLES AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REINFORCING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS DETAIL 91-1, 91-2, 91-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 9 ON SHEET C5.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

STORM BASIN GENERAL NOTES

- ALL CONNECTIONS TO EXISTING STORM DRAIN MAINS, MANHOLES AND STUBS TO BE PERFORMED IN STRICT CONFORMANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL STORM DRAIN MANHOLE PER CITY OF LOS ANGELES STANDARD DETAIL 50-10 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL INSTALL STORM DRAIN CURB INLET CATCH BASIN PER CITY OF LOS ANGELES STANDARD DETAIL 50-4 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT DRAINAGE BASIN BUBBLE-UP INLET PER DETAIL 2 ON SHEET C5.5 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL USE RCP PIPES FOR PIPES LARGER THAN 24" AND PVC PIPES FOR PIPES 24" AND SMALLER.



2 DRAINAGE BASIN BUBBLE-UP INLET
NOTES



APPROVED BY THE CITY ENGINEER, CITY OF LOS ANGELES
REVISIONS TO SHEET C5.5 AND CITY OF LOS ANGELES
STANDARDS AND SPECIFICATIONS SHALL BE PROVIDED BY
THE ENGINEER.
M. J. [Signature] DATE: 07.13



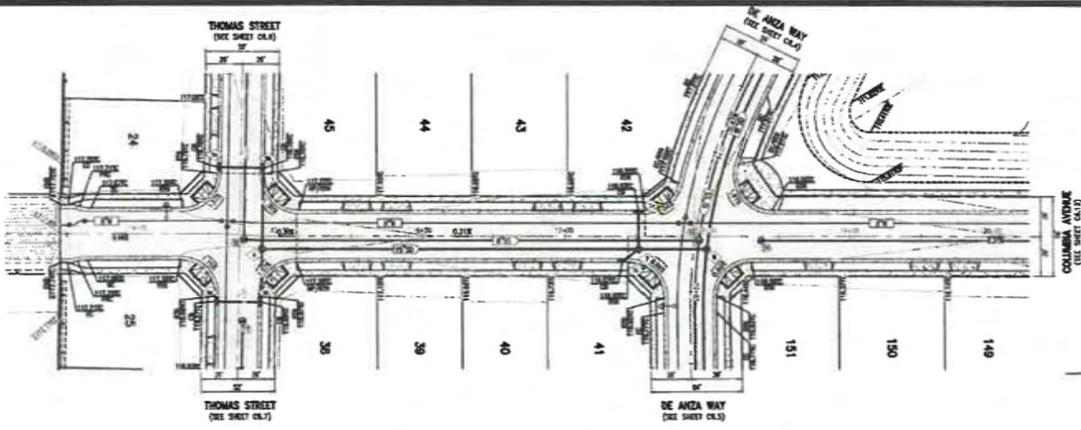
DATE	1/27/19
BY	LAURENCE
FOR	PROJECT TO CAPITAL STRUCTURE
NO.	
BY	

BASIN CROSS SECTIONS AND DETAILS
IN-TRENCH IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

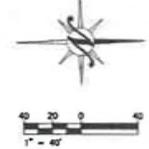


DATE	07/27/2019
BY	LAURENCE
FOR	PROJECT TO CAPITAL STRUCTURE
NO.	
BY	

C5.5



COLUMBIA DRIVE



KEY MAP

HATCH LEGEND

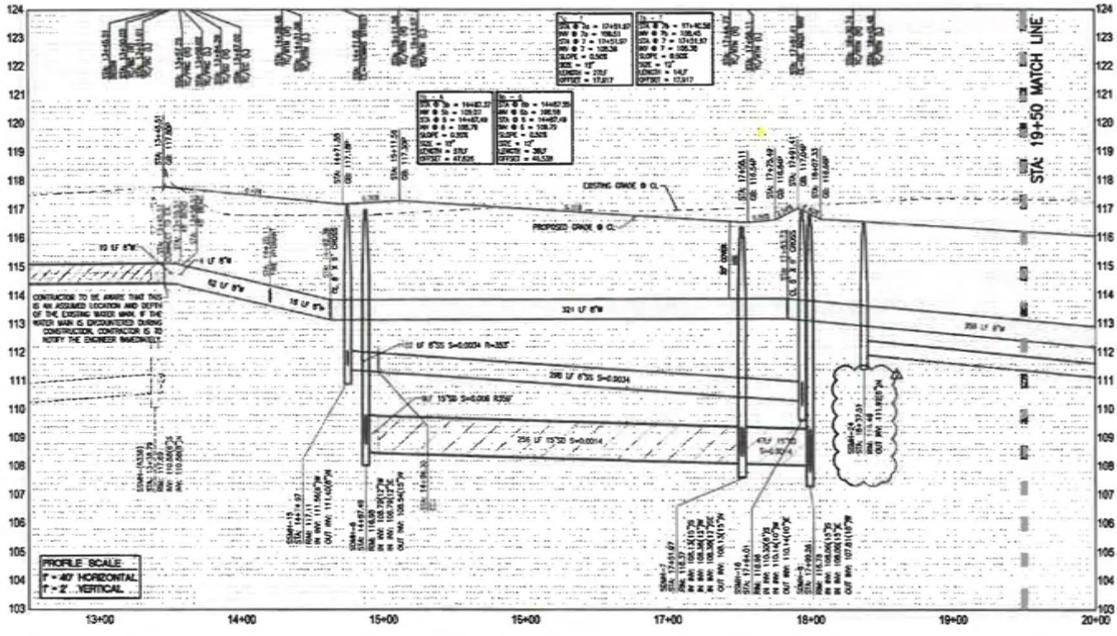
	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, ALLEYS, CLEAREMENTS, WATER VALVES, FIRE HYDRANTS AND PERMITS SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL MAINTAIN EXISTING MANHOLES, ALLEYS, CLEAREMENTS, WATER VALVES AND/OR FIRE HYDRANTS TO THEIR GRADE PER THESE PLANS, SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STAKE AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL RECORDS AND NOTIFICATIONS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-1, SP-2, SP-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 6 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- PROTECTION NOTES SEE TOP & SEND PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STRIPE, AND/OR PROPOSED/EXISTING ROOF-OF-WALK, REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CONTINGENT, LOT LINES, RIGHT-OF-WAY, AND GRADINGS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT PAVEMENT, CURB, OUTLET, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PRESENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT STAIRWAY SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION TABLE ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP(S) AND CROSSWALK(S) IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL SP-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANDED JAMBS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CHANGE APPROXIMATIONS ARE.
 - CONTRACTOR SHALL CONSTRUCT LAP JAMBS PER DETAIL 6 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ARE.
 - TRUNCATED CONES TO BE 3' X 4' TILES, REFER TO STATE STANDARD ABRA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-3 AND 3.4 IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



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

APPROVED BY THE CITY ENGINEER OF THE PUBLIC WORKS DEPARTMENT WITH CITY OF LOS ANGELES STAMP AND SIGNATURE OF THE ENGINEER. DATE 4.10.19



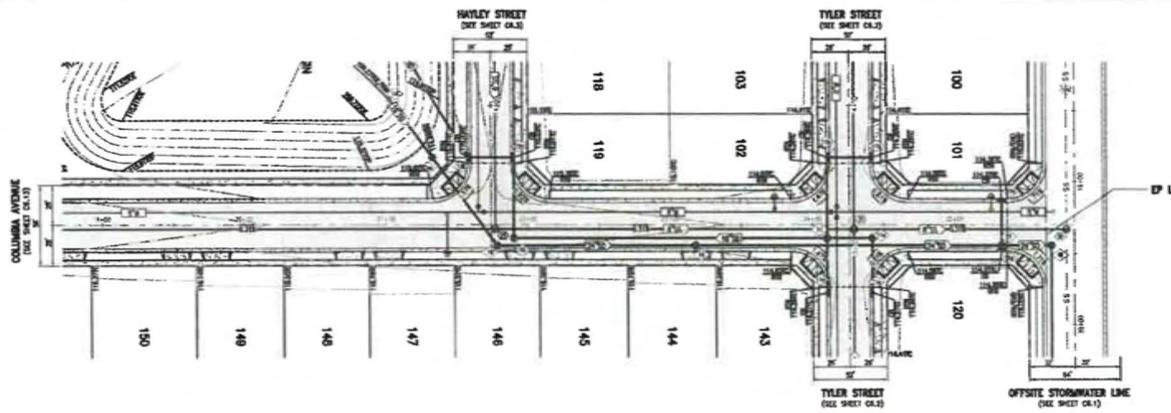
DATE	4/10/19
PROJECT	SHAUNESSY VILLAGE SUBDIVISION
CLIENT	LOS ANGELES
LOCATION	LOS ANGELES
SCALE	AS SHOWN
BY	ME
CHECKED BY	ME
DATE	4/10/19

COLUMBIA DRIVE
STA. 13+45.51 TO 19+50.00
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

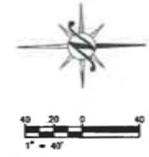


NO. 10-2118	DATE	4/10/19

SHEET NUMBER
C6.12



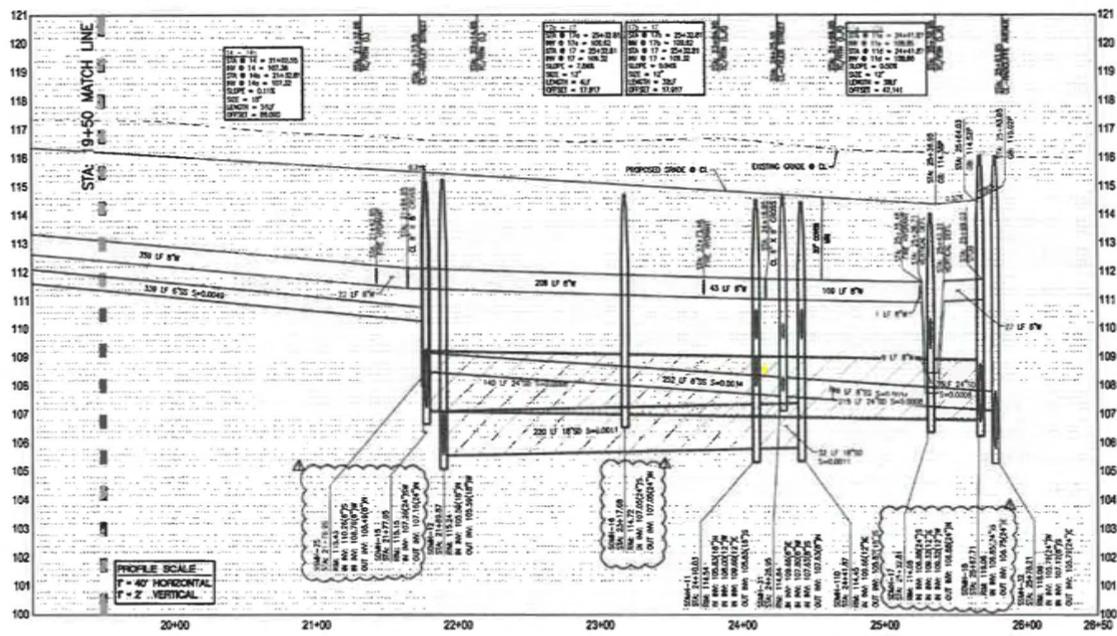
COLUMBIA DRIVE



HATCH LEGEND

[Hatch Pattern]	EXISTING PAVEMENT	[Hatch Pattern]	PROPOSED ASPHALT SEE SHEET C1.3
[Hatch Pattern]	EXISTING CONCRETE	[Hatch Pattern]	PROPOSED CONCRETE SEE SHEET C1.3
[Hatch Pattern]	FUTURE PROPOSED ASPHALT	[Hatch Pattern]	FUTURE PROPOSED CONCRETE

- UTILITY GENERAL NOTES**
- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, ALLEYS, CLEARWAYS, WATER MAINS, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REMOVE AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTORS SHALL MAINTAIN EXISTING MANHOLES, ALLEYS, CLEARWAYS, WATER MAINS AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS; SEE DRIVING PLANS AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS FOR ADDITIONAL OPENING INFORMATION.
 - CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE AND/OR STUB. IF NECESSARY CONTRACTOR SHALL REGRADE EXISTING SLOPE MAIN, STORM MAIN, WATER MAIN, MANHOLE, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO ADJUST THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
 - ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL SP-1, SP-2, SP-3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 6 ON SHEET C1.3 AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.



- SITE PLAN GENERAL NOTES**
- PROVISION NOTES SEE TOPO & SOLO PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CORNER OF SIDEWALK, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CONTROLS, LOT LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT FUTURE, CURB, OFFER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. TREATMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 1" VERTICAL CURBS AND OFFERS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL SP-3 AND PER CITY OF LOS BANOS SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STAIRWAYS SIDEWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL SP-4 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB BUMPS AND CHANGELINES IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL SP-11 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2018 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARD DETAIL SP-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT DIRECTION JOINTS PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ADJUT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJUT.
 - BRANCHED DOWNES TO BE 3' x 4' TEES. REFER TO STATE STANDARD AREA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS BANOS. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL SL-3 AND SL-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

APPROVED BY THE CITY ENGINEER, CITY OF LOS BANOS
 (Signature) DATE 4-10-19
 SHEET NUMBER: C6.13

COLUMBIA DRIVE
STA. 19+50.00 TO STA. 28+50.95
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
 LOS BANOS, CALIFORNIA

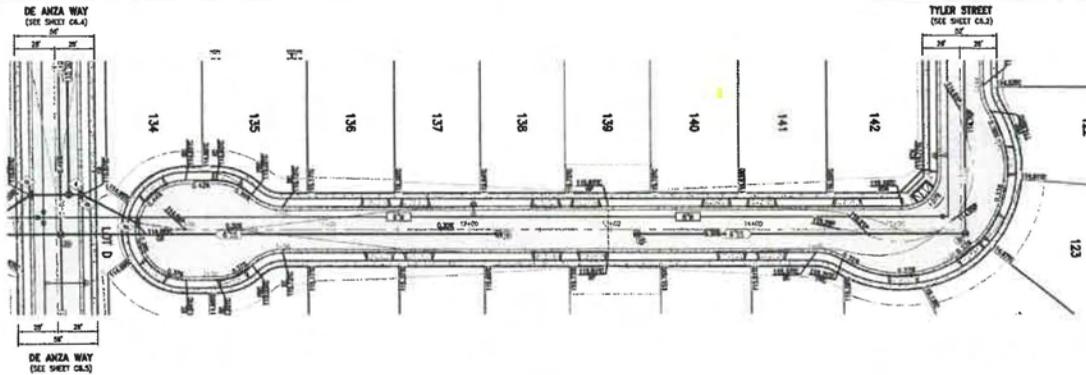
NorthStar Engineering Group, Inc.
 4000 Park Street, Suite 200
 Los Banos, CA 95202
 (209) 528-3355 Fax: (209) 528-3358

DATE: 04/10/19
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

REVISIONS:
 NO. DATE REVISIONS
 1 04/10/19 UTILITY REVISIONS

DATE: 04-10-19
 SHEET NUMBER: C6.13

NOTED: CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND ELEVATIONS SHOWN ON THESE PLANS AND NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.



HATCH LEGEND

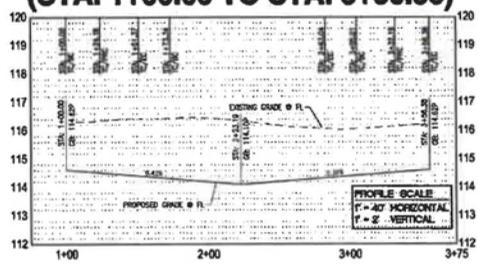
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[Pattern]	EXISTING CONCRETE	[Pattern]	PROPOSED CONCRETE SEE SHEET C1.3
[Pattern]	FUTURE PROPOSED ASPHALT	[Pattern]	FUTURE PROPOSED CONCRETE

- UTILITY GENERAL NOTES**
- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, RAJETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REMOVE AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL REPAIR EXISTING MANHOLES, RAJETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS; SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
 - CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
 - ALL TRENCHING AND REPAIRWORK FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STREET ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SF-1, SF-2, SF-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 6 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

- SITE PLAN GENERAL NOTES**
- PROTECTION NOTES SEE TOPO & GEO PLAN**
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF DRIVEWAY, OR FACE OF PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CONDUITS, LOT LINES, RIGHT-OF-WAYS, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-STREET PAVEMENT, CURB, CUTTERS, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 4" VERTICAL CURB AND CUTTERS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL ST-3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SI-3 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHAIRS ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB BUMPS AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SI-1A AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2018 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL SI-1A AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ADJUT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 6 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJUT.
 - TRENCHED DOWNS TO BE 3' x 4" TILES, REFER TO STATE STANDARD AREA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SL-3 AND SL-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

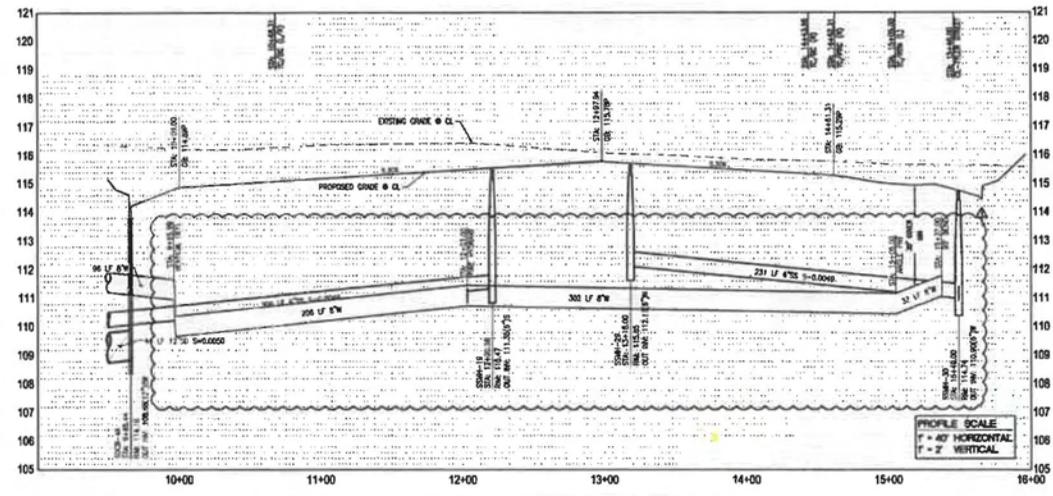
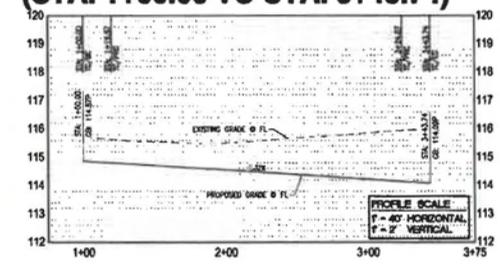
APPROVED BY THE CITY ENGINEER, CITY OF LOS ANGELES
 REVIEWED FOR CONFORMANCE WITH CITY OF LOS ANGELES
 REQUIREMENTS ONLY. ENGINEER'S SEAL AND SIGNATURE REQUIRED FOR THE
 CONTRACTOR'S RESPONSIBILITY FOR THE ACCURACY OF THE
 DRAWINGS AND SPECIFICATIONS.
 DATE: 4-16-19

**LOUISE COURT CUL-DE-SAC
(STA. 1+00.00 TO STA. 3+56.38)**



LOUSIE COURT

**LOUISE COURT KNUCKLE
(STA. 1+00.00 TO STA. 3+43.74)**



DATE	7/16/17
APPROVED	
REVISIONS	
NO.	DESCRIPTION
1	UTILITY RECORDS

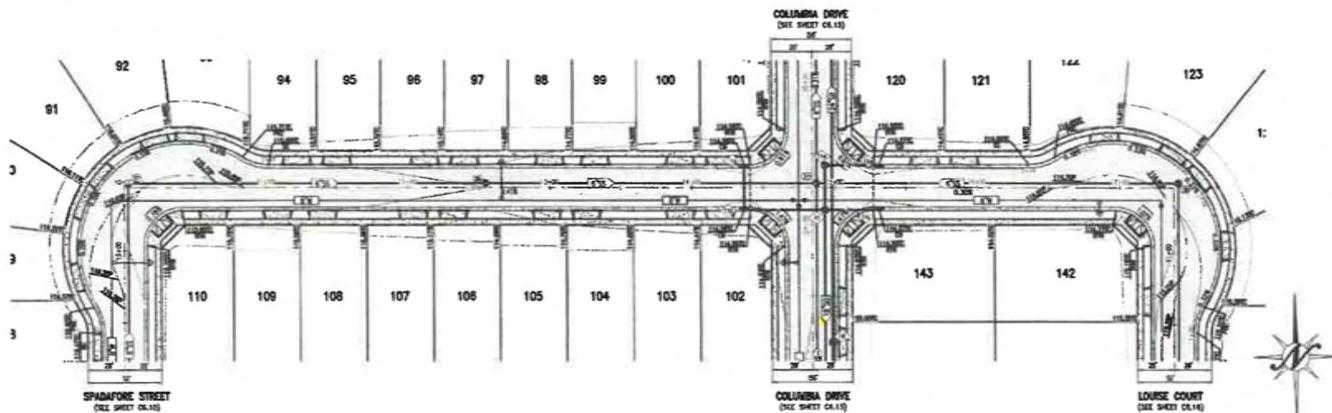
LOUISE COURT
 STA. 10+00.00 TO STA. 15+46.00
 IN-STREET IMPROVEMENT PLANS FOR
 SHAUNESSY VILLAGE SUBDIVISION
 LOS ANGELES, CALIFORNIA



DATE	7-16-19
DATE	10/27/2019
DATE	11/15/2019
DATE	12/11/2019
DATE	1/15/2020
DATE	2/11/2020
DATE	3/11/2020
DATE	4/11/2020
DATE	5/11/2020
DATE	6/11/2020
DATE	7/11/2020
DATE	8/11/2020
DATE	9/11/2020
DATE	10/11/2020
DATE	11/11/2020
DATE	12/11/2020

SHEET NUMBER

C6.15



TYLER STREET



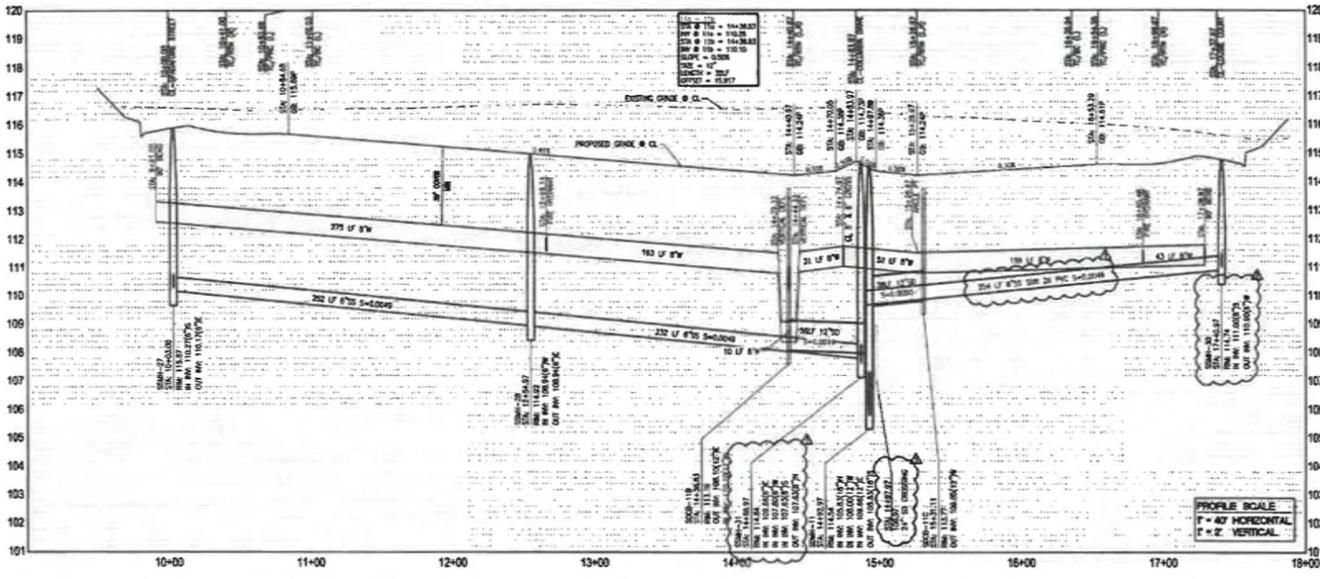
KEY MAP
N.T.S.

HATCH LEGEND

	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

- UTILITY GENERAL NOTES**
- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, SALETS, CLEARGUTS, WATER VALVES, FIRE HYDRANTS, AND/OR STUBS DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL MAINTAIN EXISTING MANHOLES, SALETS, CLEARGUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS, SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
 - CONTRACTOR SHALL CONSENT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STUB. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING BELOW OR CLEANOUT. CONTRACTOR SHALL EXCAVATE EXISTING SEWER MAIN, STORM DRAIN MAINS, WATER MAINS, MANHOLE, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND MATERIALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
 - ALL TRENCHING AND REPAIRS FOR PROPOSED UTILITY LINES AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-1, SP-2, SP-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

- SITE PLAN GENERAL NOTES**
- PROTECTION NOTES SEE TOP & SOAD PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM OTHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STORMPIPE, AND OR PROPOSED/EXISTING RIGHT-OF-WAY, REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCALIZATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINE, LOT LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO VERIFY THE ENGINEER'S MEASUREMENTS.
 - CONTRACTOR SHALL CONSTRUCT IN-STREET PAVEMENT CURBS, OUTTER, AND SIDEWALK SETTINGS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION DETAIL ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 1" VERTICAL CURB AND OUTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-5 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION DETAIL ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSINGS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL SP-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ADJUT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJUT.
 - TRUNCATED DOWNS TO BE 2" X 4" TILES, REFER TO STATE STANDARD AREA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SP-3 AND SP-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



APPROVED BY THE CITY ENGINEER, CITY OF LOS ANGELES
 REQUIRED FOR CONFORMANCE WITH CITY OF LOS ANGELES
 REQUIREMENTS (SEE A. SPACE PLANS HEREIN REFERRED TO BY
 THE OWNER TO DETERMINE THE NECESSITY OF THE
 REQUIRED CONFORMANCE.
 DATE: 4-18-19



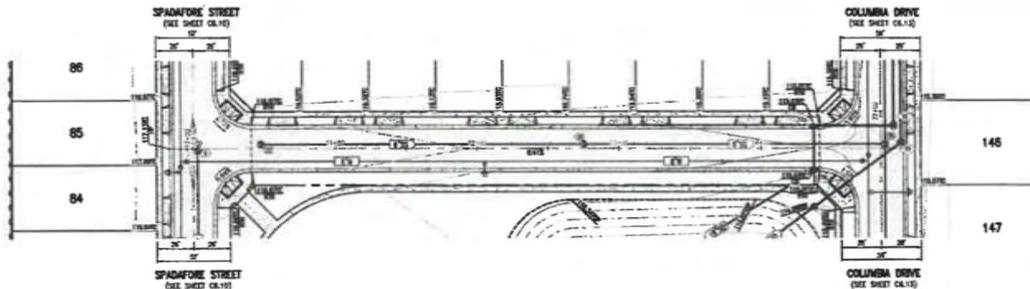
REVISIONS	DATE	BY	APPROVED
DESCRIPTION			
NO. 1	DATE	BY	APPROVED
NO. 2	DATE	BY	APPROVED

TYLER STREET
STA. 10+00.00 TO STA. 17+37.97
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
 LOS ANGELES, CALIFORNIA

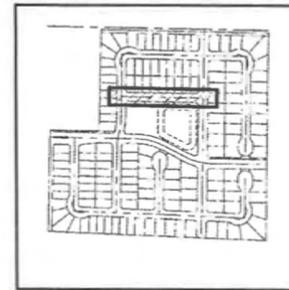


DATE: 4-18-19
SCALE: AS SHOWN
PROJECT: C6.2
SHEET NUMBER

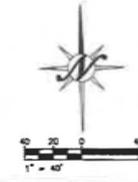
C6.2



HAYLEY STREET



KEY MAP
875



HATCH LEGEND

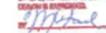
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	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

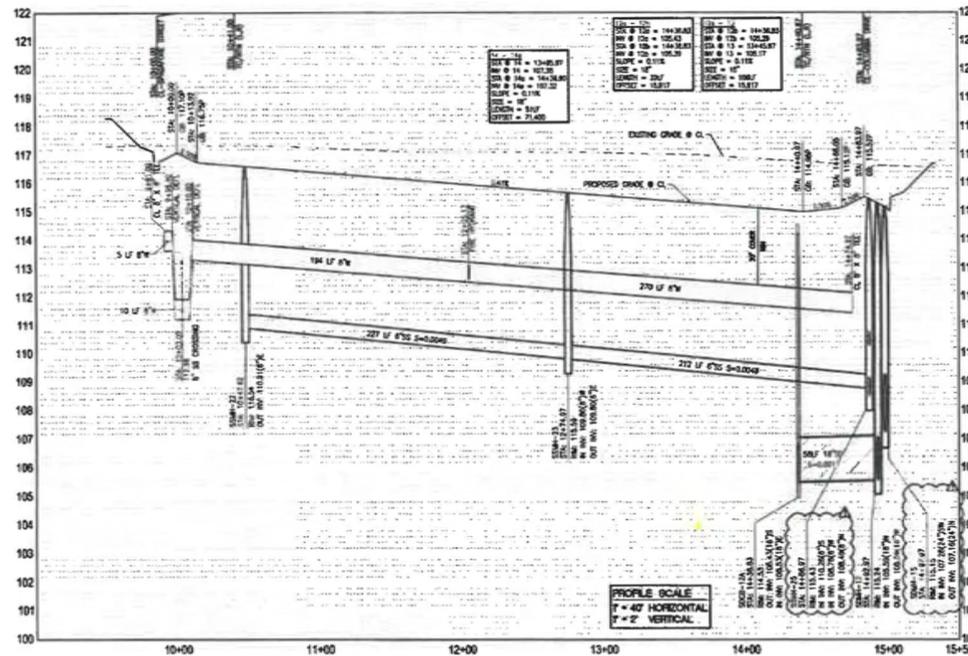
UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, METES, CLEANOUTS, WATER VALVES, FIRE RISERS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, METES, CLEANOUTS, WATER VALVES AND/OR FIRE RISERS TO MATCH GRADE PER THESE PLANS. SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR SEWER. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING ELBOWS OR CLEANOUTS. CONTRACTOR SHALL EXCAVATE EXISTING STORM MAIN, STORM DRAIN MAIN, WATER MAIN, MANHOLE, AND/OR STAKE AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO THE INSTALLATION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SF-1, SF-2, SF-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL S ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- PROTECTION NOTES SEE INFO & GRID PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF DRIVEWAY, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CONDUITS, LOT LINES, RIGHT-OF-WAYS, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT DRIVEWAY, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PRESENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 18" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SF-5 AND CITY OF LOS ANGELES SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SF-6 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT NEW ACCESSIBLE CURB RAMP AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SF-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2016 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURNS PER CITY OF LOS ANGELES STANDARD DETAIL SF-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS MEET.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL S ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT MEET.
 - TRACKER DOSES TO BE 2' x 4' TILES. REFER TO STATE STANDARDS ASMA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL SL-3 AND SL-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

APPROVED BY THE CITY ENGINEER, CITY OF LOS ANGELES
 REVIEWED FOR CONFORMANCE WITH CITY OF LOS ANGELES
 REGULATIONS ONLY. SINCE PLANS WERE PREPARED BY
 OTHERS, NO RESPONSIBILITY FOR THE ACCURACY OF THE
 DIMENSIONS IS ASSUMED.
 DATE 4-18-13



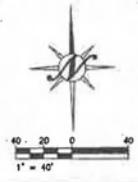
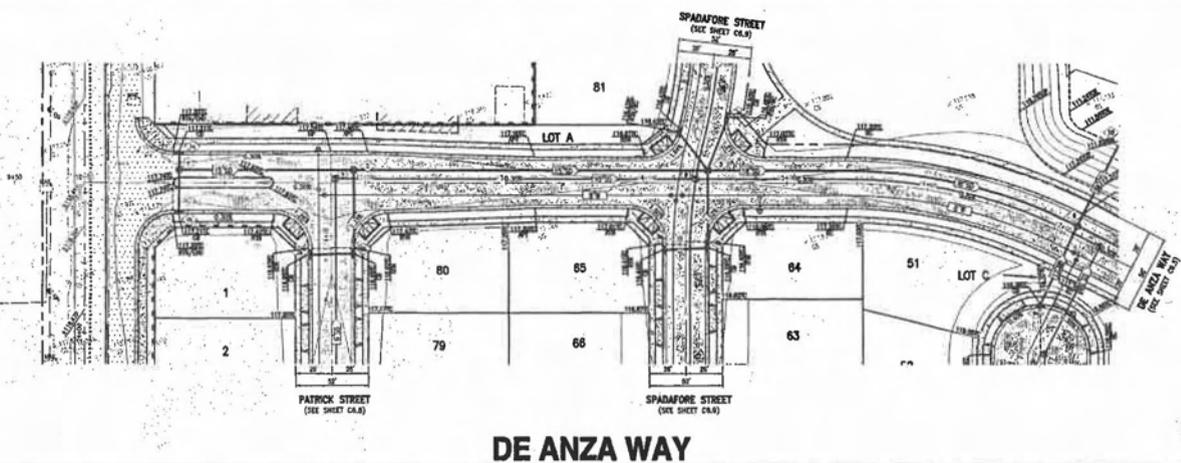
PROFILE SCALE
 1" = 42' HORIZONTAL
 1" = 2' VERTICAL



HAYLEY STREET
 STA. 10+00.00 TO STA. 14+89.97
 IN-TRACT IMPROVEMENT PLANS FOR
 SHAUNESSY VILLAGE SUBDIVISION
 LOS ANGELES, CALIFORNIA



DATE: 04/18/13
 DRAWN: [Name]
 CHECKED: [Name]
 APPROVED: [Name]
 SCALE: AS SHOWN
 SHEET NUMBER
C6.3



HATCH LEGEND

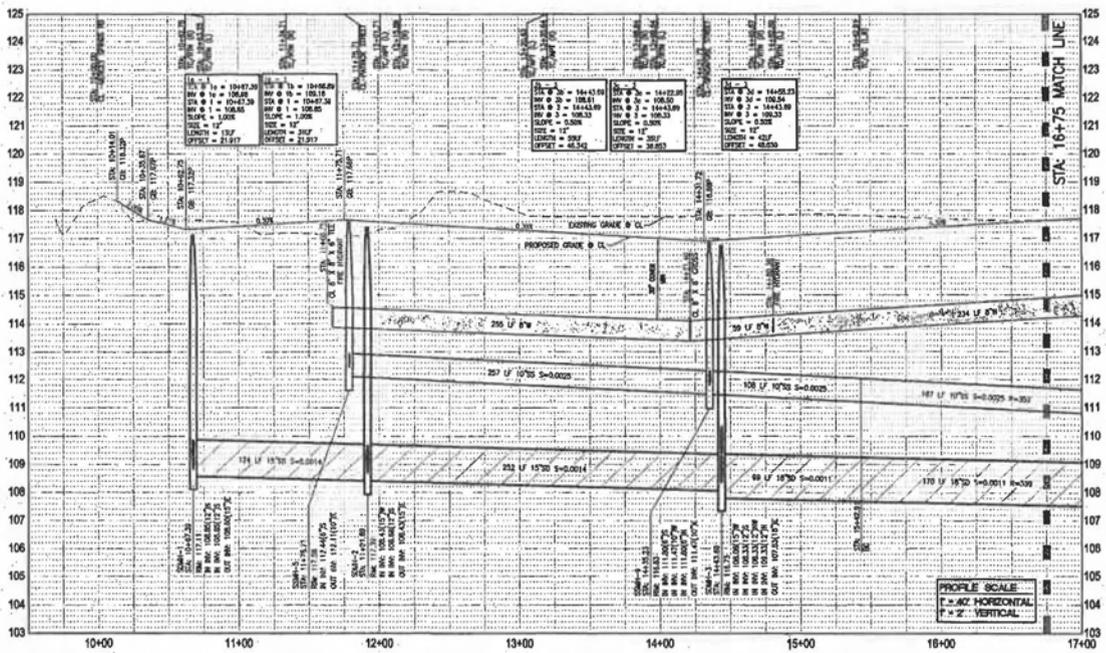
[Hatch pattern]	EXISTING PAVEMENT	[Hatch pattern]	PROPOSED ASPHALT SEE SHEET C1.3
[Hatch pattern]	EXISTING CONCRETE	[Hatch pattern]	PROPOSED CONCRETE SEE SHEET C1.3
[Hatch pattern]	FUTURE PROPOSED ASPHALT	[Hatch pattern]	FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADVISE EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FRESH GRADE PER THESE PLANS. SEE GRADING PLANS AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR OTHER IF NECESSARY. CONTRACTOR SHALL REMOVE EXISTING BLDG/FP OR CLEANOUT. CONTRACTOR SHALL EXCAVATE EXISTING STORM MAIN, STORM DRAIN, WATER MAIN, MANHOLE, AND/OR OTHER AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 81-1, 81-2, 81-3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- PROTECTOR NOTES SEE TPO & GSDO PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB EDGE OF SIDEWALK, CENTERLINE OF STRIPING, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
- CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CONDUITS, LOT LINES, RIGHT-OF-WAY, AND CASING, IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONSTRUCT 6" FIBERGLASS CUBIC AND GUTTER IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 81-5 AND CITY OF LOS BANOS SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- CONTRACTOR SHALL CONSTRUCT STANDARD SPURWAYS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 81-4 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
- CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 81-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARD DETAIL 81-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONDUIT IMPROVEMENTS ADJUT.
- CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJUT.
- TRAVERSE DOWNS TO BE 3' x 4' TILES, REFER TO STATE STANDARD AREA.
- CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS BANOS. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 81-3 AND 81-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

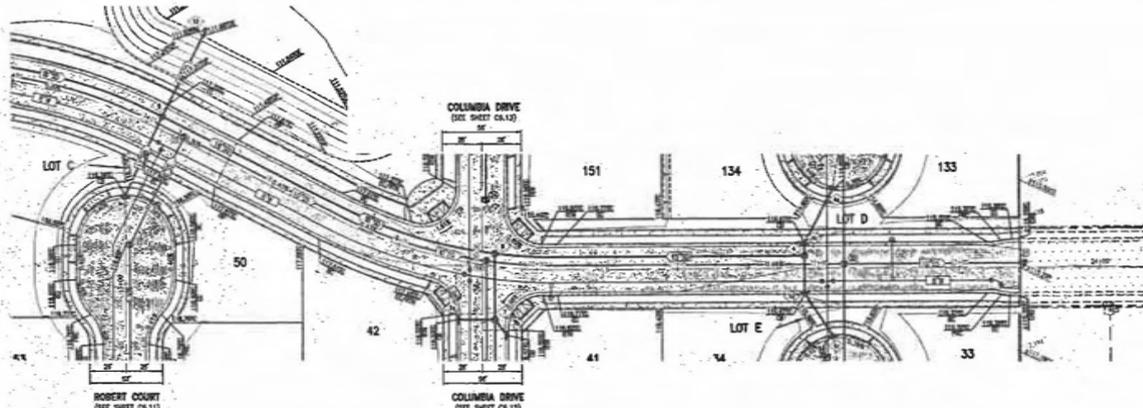


PROFILE SCALE
 1" = 40' HORIZONTAL
 1" = 2' VERTICAL

DE ANZA WAY
STA. 10+00.00 TO STA. 16+75.00
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
 LOS BANOS, CALIFORNIA

North Star
 Engineering Group, Inc.
 1200 KINGSWAY DRIVE, SUITE 200
 LOS BANOS, CALIFORNIA 91706
 (951) 261-1234 FAX (951) 261-1235

DATE: 07/27/2018
 SHEET NUMBER: **C6.4**



DE ANZA WAY



KEY MAP

MATCH LEGEND

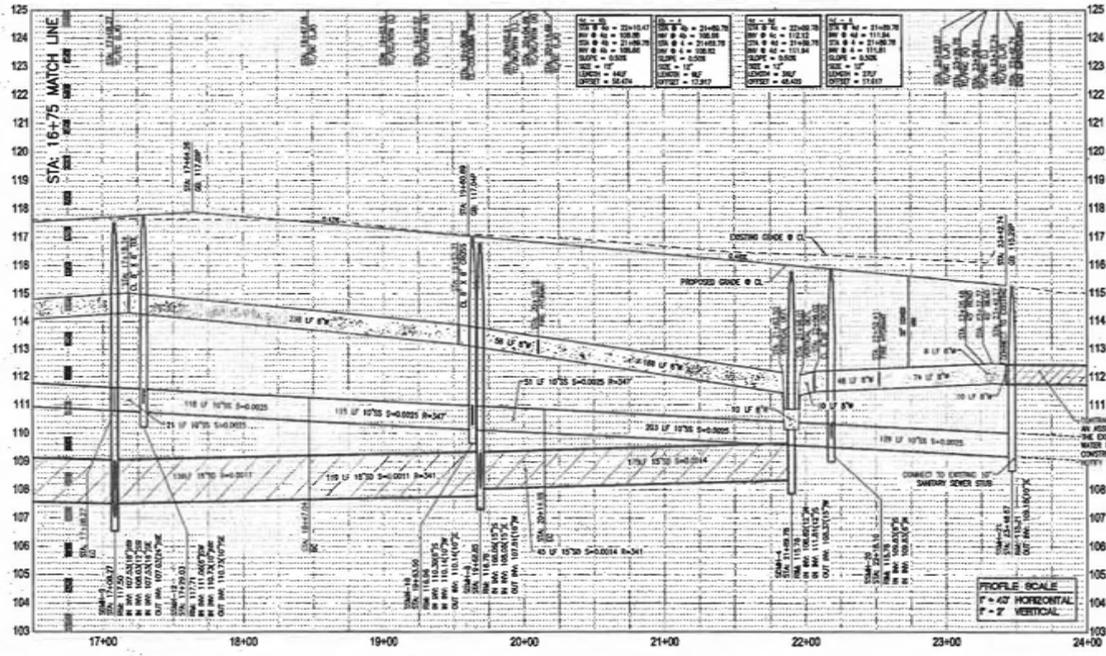
[Pattern]	EXISTING PAVEMENT	[Pattern]	PROPOSED ASPHALT SEE SHEET C1.3
[Pattern]	EXISTING CONCRETE	[Pattern]	PROPOSED CONCRETE SEE SHEET C1.3
[Pattern]	FUTURE PROPOSED ASPHALT	[Pattern]	FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, METERS, CLEANOUTS, WATER MAINS, FIRE MAINS, AND/OR OTHER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR ANY DAMAGE TO SERVICES AS THE CONTRACTOR'S EXCLUSIVE RESPONSIBILITY. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, METERS, CLEANOUTS, WATER MAINS AND/OR FIRE MAINS TO PROTECT FROM DAMAGE PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR OTHER SERVICES AS NECESSARY. CONTRACTOR SHALL REMOVE EXISTING SLOTTED OR CLEANOUT CONTRACTOR SHALL LOCATE EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR OTHER SERVICES AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- ALL TRENCHING AND REPAIRS FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 18-1, 18-2, 18-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- PROVISION NOTES SEE TIPS & SIGN PLAN**
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STORM, AND/OR PROPOSED/EXISTING ROAD-OF-WALK, REFER TO CROSS-SECTIONS ON SHEET C1.4.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CURBFILES, LOT LINES, ROAD-OF-WALKS, AND EASEMENTS, IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-SITU PRECAST CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PRECAST SECTIONS TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 1" VERTICAL CURB AND CUTTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 18-3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT STAIRWELL SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 18-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND DISCREPANCY IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 18-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS, SEE STREET SECTION CHART ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL 18-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EDGEMOUNT JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS MEET.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT MEET.
 - TRENCHES SHALL BE 2' x 4' TILES, REFER TO STATE STANDARD AREA.
 - CONTRACTOR SHALL INSTALL EIGHT FUTURE AS APPROVED BY THE CITY OF LOS ANGELES, LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 18-3 AND 18-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



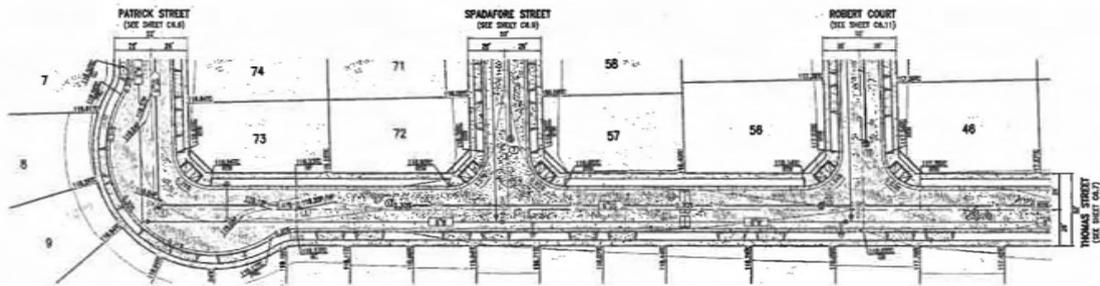
PROFILE SCALE
1" = 40' HORIZONTAL
1" = 2' VERTICAL

DE ANZA WAY
 STA. 16+75.00 TO STA. 23+42.74
 IN-TRACT IMPROVEMENT PLANS FOR
 SHAUNESSY VILLAGE SUBDIVISION
 LOS ANGELES, CALIFORNIA

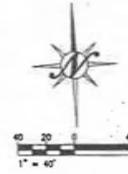
PROJECT NO. 18-2119
 DATE 03/07/2018
 DRAWN BY J. GARCIA
 CHECKED BY J. GARCIA
 DATE 03/07/2018
 SHEET NO. 6
 TOTAL SHEETS 7

PROJECT NO. 18-2119
 DATE 03/07/2018
 DRAWN BY J. GARCIA
 CHECKED BY J. GARCIA
 DATE 03/07/2018
 SHEET NO. 6
 TOTAL SHEETS 7

C6.5



THOMAS STREET

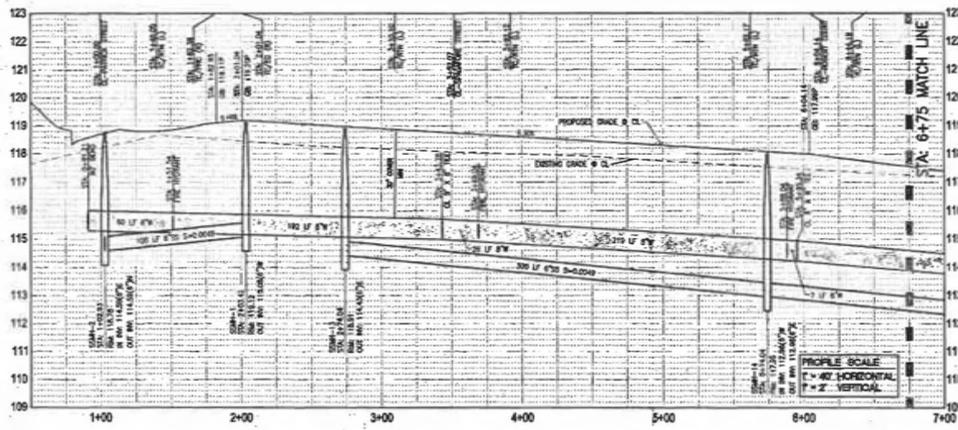


HATCH LEGEND

	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

- UTILITY GENERAL NOTES**
- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, METERS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AS THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL MAINTAIN EXISTING MANHOLES, METERS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER EXISTING PLANS. SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
 - CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE AND/OR STUB. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING BELOW OR CLEANOUT. CONTRACTOR SHALL EXCAVATE EXISTING STORM MAIN, STORM MAIN, WATER MAIN, MANHOLE, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
 - ALL TRUCKING AND RETAILING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 81-1, 81-2, 81-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

- SITE PLAN GENERAL NOTES**
- PRELIMINARY NOTES SEE TOPO & DEMO PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STRIKING, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED COORDINATE, LOT LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT PAVEMENT, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH SHEET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT IF VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 81-5 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 81-9 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE SHEET SECTION CHART ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP(S) AND SIDEWALK(S) IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 81-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 ADA COMPLIANCE GUIDE.
 - CONTRACTOR SHALL CONSTRUCT CURB SHOULDERS PER CITY OF LOS ANGELES STANDARD DETAIL 81-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS MEET.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT MEET.
 - TRUNKED DOWNS TO BE 2' x 4' RAILS. REFER TO SHEET STANDARD AREA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 81-3 AND 81-4 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

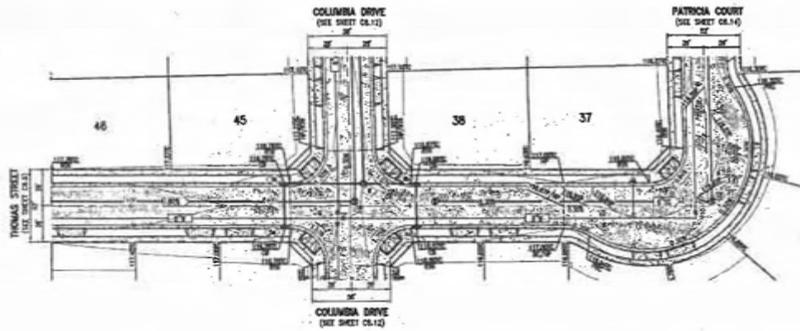


North Arrow
Engineering & Surveying, Inc.
1000 W. 10th Street, Suite 100
Los Angeles, CA 90015
(213) 291-1111

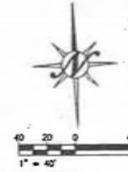
THOMAS STREET
STA. 1+00.00 TO STA. 6+75.00
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

SHEET NUMBER
C6.6

NORTH ARROW: 10/10/10
 1000 W. 10th Street, Suite 100
 Los Angeles, CA 90015
 (213) 291-1111



THOMAS STREET



KEY MAP

HATCH LEGEND

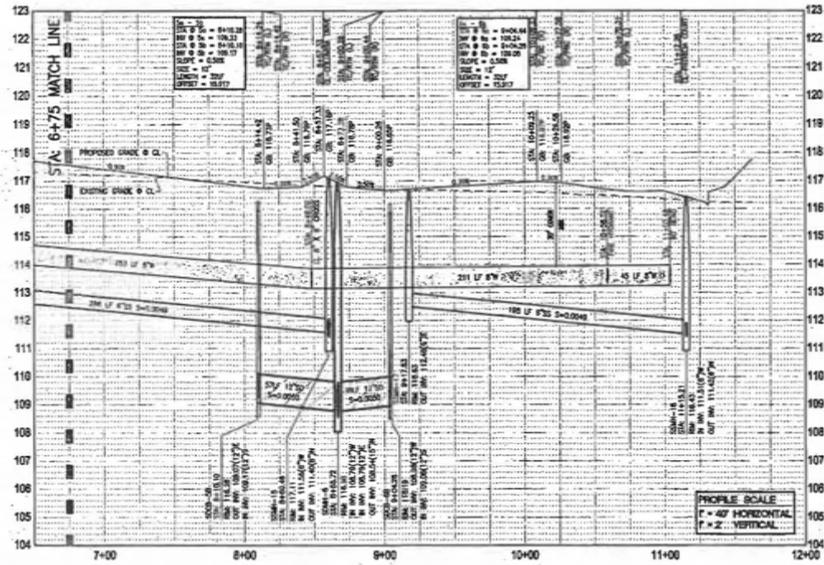
	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, METES, CLEARDRIPS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AS THE CONTRACTOR'S EMPLOYEE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, METES, CLEARDRIPS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS. SEE GEOTECH PLAN AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GEOTECH INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR FIRE. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING RELINING OR CLEANOUT. CONTRACTOR SHALL LOCATE EXISTING SEWER MAIN, SEWER SUMP MAIN, WATER MAIN, MANHOLES, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND TRENCHING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 87-1, 87-2, 87-3, AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE SHEET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

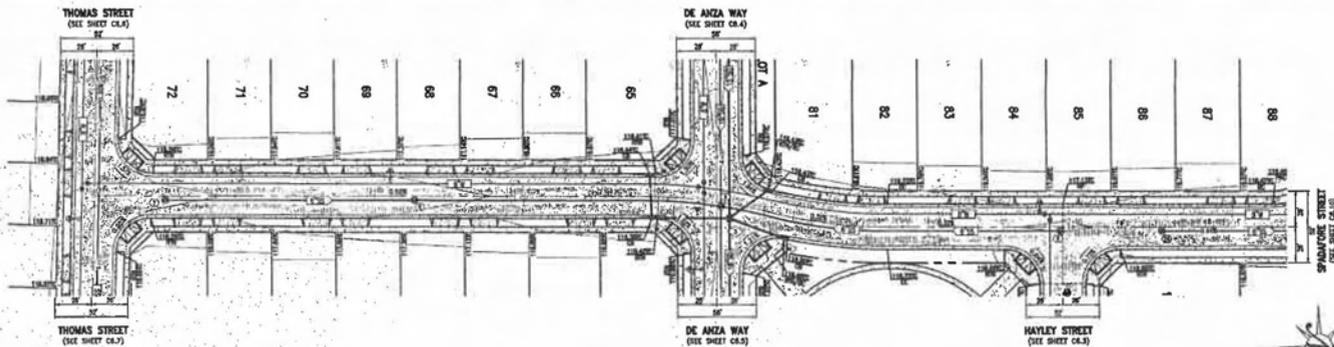
- PROTECTION NOTES SEE TYPE A DETAIL PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE FROM FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STORM, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO VERIFY TO PROJECT FINAL MAP FOR LEGAL DESCRIPTION AND ALIGNMENT OF PROPOSED CENTERLINES, LOT LINES, RIGHT-OF-WAY, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT PAVEMENT, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT IF VERTICAL CURB AND CENTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 55-9 AND CITY OF LOS ANGELES SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 55-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION TABLE ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAYS AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 55-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL 55-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJACENT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJACENT.
 - TRUNCATED DOWNS TO BE 3' X 4' IN PLACE. REFER TO STATE STANDARD AREA.
 - CONTRACTOR SHALL INSTALL LEGAL FEATURES AS APPROVED BY THE CITY OF LOS ANGELES. LEGAL FEATURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 2-3 AND 2-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



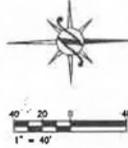
THOMAS STREET
STA. 6+75.00 TO 11+12.28
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

C6.7

NORTH STAR ENGINEERING GROUP, INC.
 11111 WILSON AVENUE, SUITE 100
 LOS ANGELES, CALIFORNIA 90024
 TEL: (310) 341-1111 FAX: (310) 341-1112
 WWW.NORTHSTAR-ENGINEERING.COM



SPADAFORE STREET



HATCH LEGEND

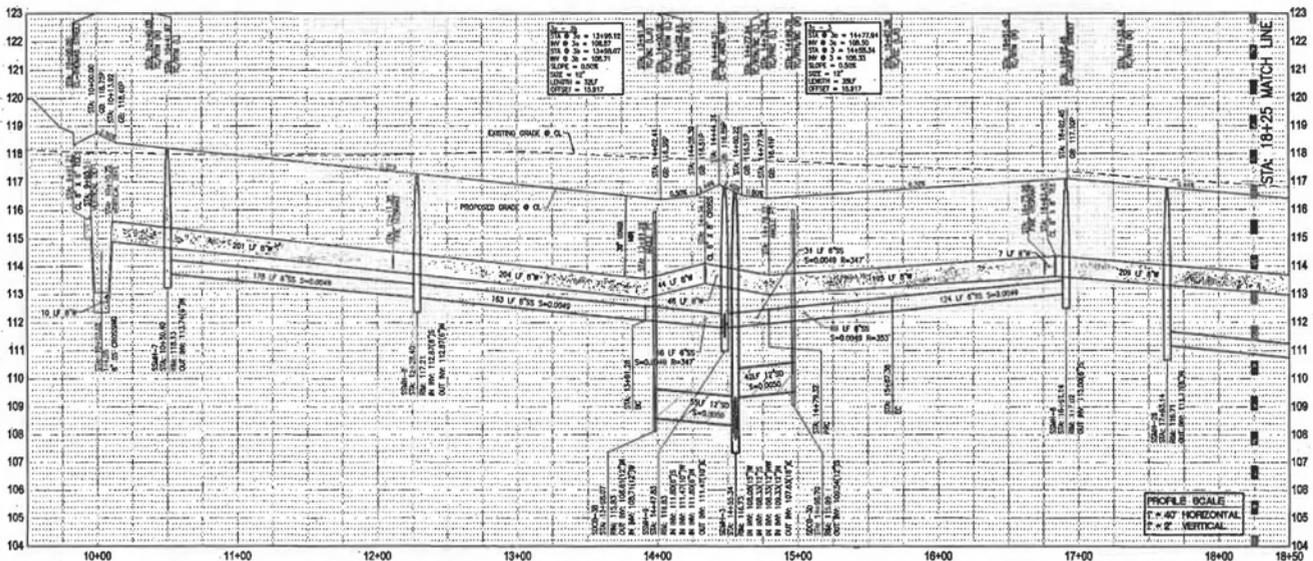
[Hatch Pattern]	EXISTING PAVEMENT	[Hatch Pattern]	PROPOSED ASPHALT (SEE SHEET C1.3)
[Hatch Pattern]	EXISTING CONCRETE	[Hatch Pattern]	PROPOSED CONCRETE (SEE SHEET C1.3)
[Hatch Pattern]	FUTURE PROPOSED ASPHALT	[Hatch Pattern]	FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING SANITARIES, BELTS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AS THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING SANITARIES, BELTS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE FOR THESE PLANS. SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STEAM MAIN, SEWER MAIN, WATER MAIN, SANITARY MAIN, WATER MAIN, AND/OR SEWER ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL INFORM THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL RECORDING AND REPORTING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL #1-1, #1-2, #1-3, AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL # ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- PROTECTION NOTES SEE TPO & DEMO PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF SIDEWALK, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.1.
- CONTRACTOR TO REFER TO PROTECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINES, LOT LINES, RIGHT-OF-WAYS, AND CASSEMENTS, IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROTECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONSTRUCT IN-SITU PAVEMENT, CURB, OUTLET, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT STAIRWAY SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS DETAIL #1-8 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.1.
- CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSINGS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS DETAIL #1-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2016 CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL #1-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT EXPANDED JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING CONCRETE IMPROVEMENTS MEET.
- CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL # ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT MEET.
- TRUNCATED DOWNS TO BE 3' X 4' TILES. REFER TO STATE STANDARDS AREA.
- CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL #1-3 AND #1-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

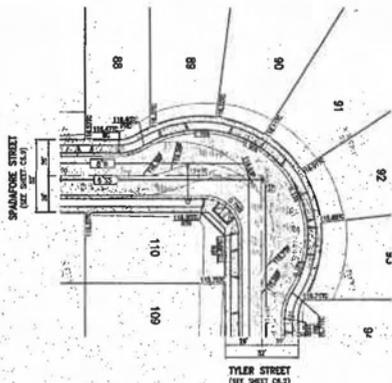


PROFILE SCALE
 1" = 40' HORIZONTAL
 1" = 2' VERTICAL

SPADAFORE STREET
 STA. 10+00.00 TO STA. 18+25.00
 IN-TRACT IMPROVEMENT PLANS FOR
 SHAUNNESSY VILLAGE SUBDIVISION
 LOS ANGELES, CALIFORNIA

NorthStar
 Engineering Company, Inc.
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 1000 W. 10th Street, Suite 200, Los Angeles, CA 90015

DATE: 08/11/2016
 SHEET NUMBER: C6.9

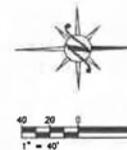


SPADAFORE STREET

**SPADAFORE KNUCKLE
(STA. 1+00.00 TO STA. 3+43.74)**



KEY MAP



HATCH LEGEND

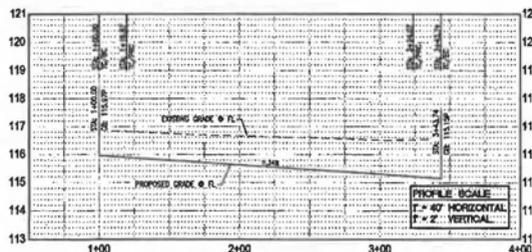
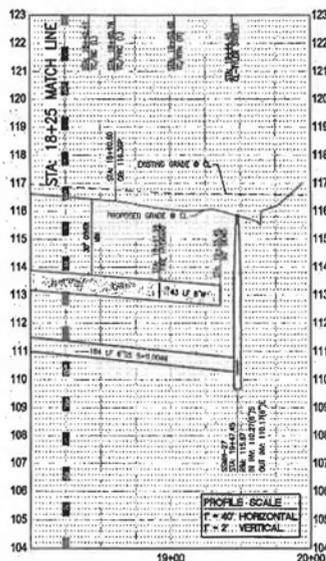
	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED PAVEMENT		FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS, SEE GRADING PLANS AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING STORM MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR SILE. IF NECESSARY CONTRACTOR SHALL VERIFY EXISTING ELEVATION OR CLEARANCE. CONTRACTOR SHALL EXCAVATE EXISTING SEWER MAIN, STORM DRAIN MAINS, WATER MAINS, MANHOLES, AND/OR SILE. AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL SP-1, SP-2, SP-3, AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL S ON SHEET C1.3 AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

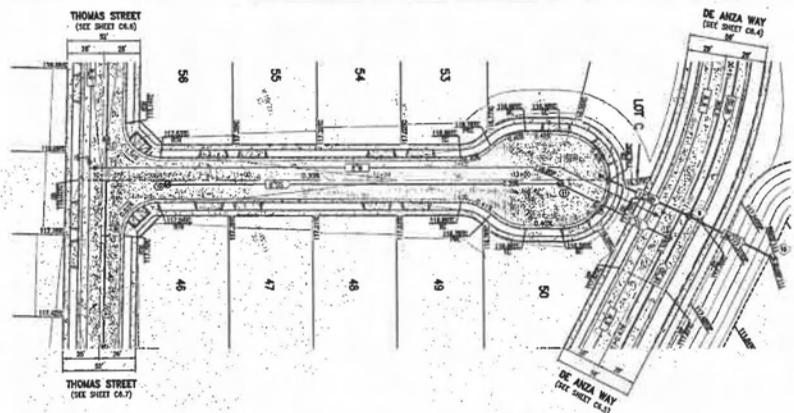
- PROTECTOR NOTES SEE TYPED & BIDD PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STRIPES, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY, REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINES, LOT LINES, RIGHT-OF-WAYS, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRENCH PAVEMENT, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 6" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL SP-9 AND CITY OF LOS BANOS SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL SP-8 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHWIT ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RIMPS AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL SP-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2016 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARD DETAIL SP-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING CONCRETE IMPROVEMENTS ADJUT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL S ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJUT.
 - BRANCHED DOMES TO BE 3' X 4' TEES, REFER TO STATE STANDARD ASBA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS BANOS. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS DETAIL SP-3 AND SP-4. BRIDGE, APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.



SPADAFORE STREET
STA. 18+25.00 TO STA. 19+44.45
IN-TRENCH IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS BANOS, CALIFORNIA

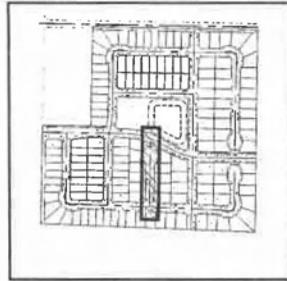
NORTHSTAR ENGINEERING GROUP, INC.
 4825 17th Street, Suite 200, Los Banos, CA 95207
 (209) 281-2222 Fax: (209) 281-2227

SHEET NUMBER
C6.10

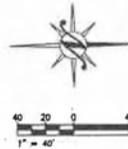


ROBERT COURT

**ROBERT COURT CUL-DE-SAC
(STA. 1+00.00 TO STA. 3+62.43)**



KEY MAP



HATCH LEGEND

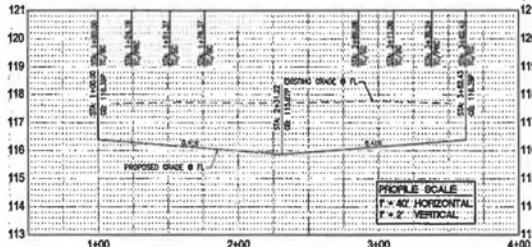
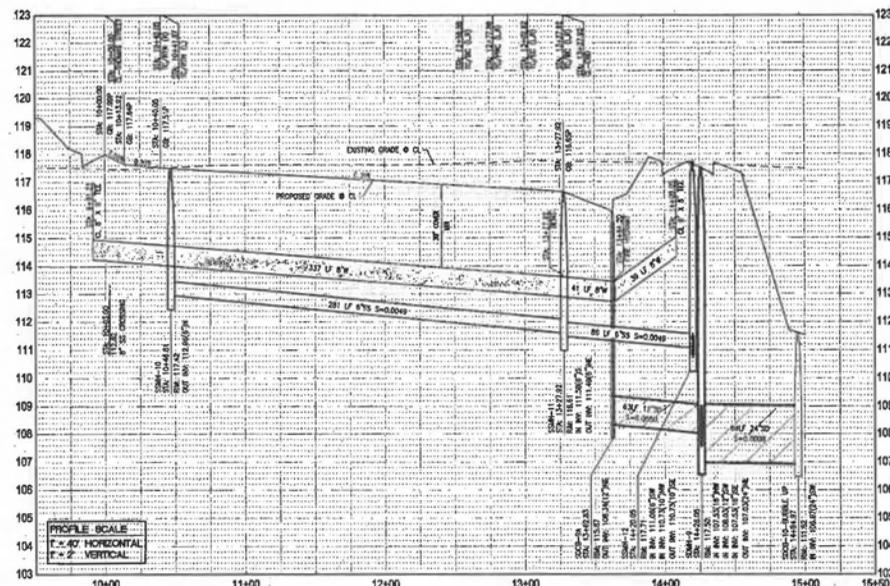
	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, SLEETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED BY THE CONTRACTOR'S ENGINEER. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, SLEETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE PER THESE PLANS, SEE GENERAL NOTES AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING SEWER MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR STUB. IF NECESSARY CONTRACTOR SHALL IGNORE EXISTING ELBOWY OR CUMULATIVE CONTRACTOR SHALL EQUALIZE EXISTING SEWER MAINS, SEWER DRAIN MAINS, WATER MAINS, MANHOLES, AND/OR STUBS AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL VERIFY THE CROWNS OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STREET ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 89-1, 89-2, 89-3 AND THE CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
- UTILITIES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- *REFERENCE NOTES SEE TYPED & BIDD PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STORM, AND OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINES, LOT LINES, RIGHT-OF-WAYS, AND EASEMENTS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT PAVEMENT, CURBS, GUTTERS, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 6" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 87-3 AND CITY OF LOS BANOS SPECIFICATIONS FOR ADDITIONAL INFORMATION.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 87-4 AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMPS AND CROSSOVERS IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 87-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2015 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS BANOS STANDARD DETAIL 87-14 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS BANOS STANDARD AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ADJUT.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 8 ON SHEET C1.3 AND PER CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ADJUT.
 - TRUNCATED DOMES TO BE 3' X 4' TILES, REFER TO STATE STANDARD ADA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS BANOS. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS BANOS STANDARD DETAIL 87-3 AND 87-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS BANOS STANDARDS AND SPECIFICATIONS.

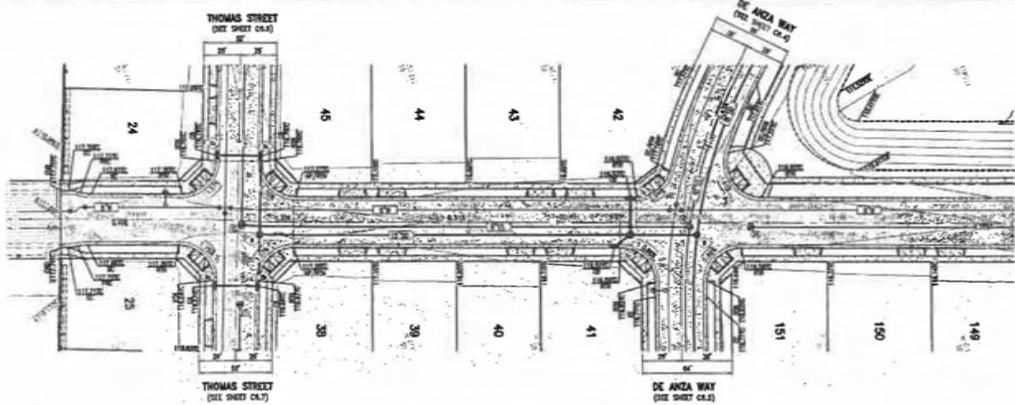


DATE	APPROVED
DESCRIPTION	
BY	

**ROBERT COURT
STA. 10+00.00 TO STA. 13+27.92
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS BANOS, CALIFORNIA**

North Star
Engineering Group, Inc.
2000 N. GARDEN ST., SUITE 200
LOS BANOS, CA 94032
TEL: (415) 324-1000 FAX: (415) 324-1008

C6.11



COLUMBIA DRIVE

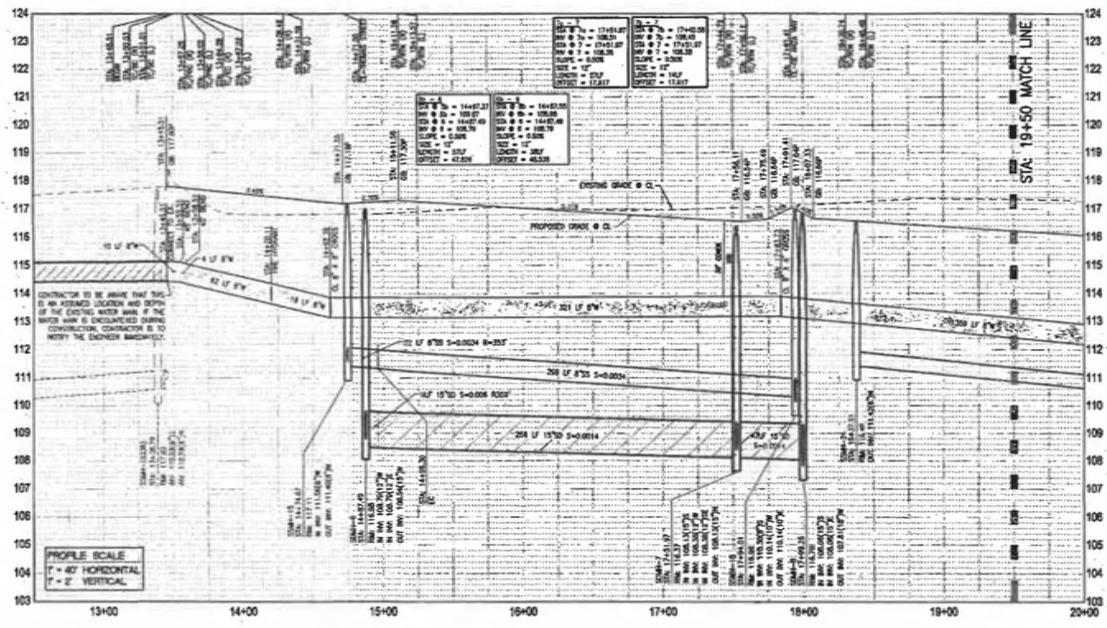


HATCH LEGEND

[Hatch Pattern]	EXISTING PAVEMENT	[Hatch Pattern]	PROPOSED ASPHALT SEE SHEET C1.3
[Hatch Pattern]	EXISTING CONCRETE	[Hatch Pattern]	PROPOSED CONCRETE SEE SHEET C1.3
[Hatch Pattern]	FUTURE PROPOSED ASPHALT	[Hatch Pattern]	FUTURE PROPOSED CONCRETE

- UTILITY GENERAL NOTES**
- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, METERS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR METER SERVICE DURING THE COURSE OF CONSTRUCTION AND RETURN AND/OR REPLACE IF DAMAGED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, METERS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO FINISH GRADE FOR THESE PLANS, SEE GRADING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL GRADING INFORMATION.
 - CONTRACTOR SHALL CONNECT TO EXISTING STORM WATER SEWER MAIN, WATER MAIN, MANHOLE AND/OR FIRE. IF NECESSARY CONTRACTOR SHALL REMOVE EXISTING BLOWOFF OR CLEANOUT. CONTRACTOR SHALL EXCAVATE EXISTING STORM WATER SEWER MAIN, WATER MAIN, MANHOLE, AND/OR FIRE AT ALL PROPOSED POINTS OF CONNECTION OF USES AND LOCATIONS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
 - ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN STRICT ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 8F-1, 8F-2, 8F-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - LATERALS TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 6 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

- SITE PLAN GENERAL NOTES**
- PRESENTER NOTES SEE TOPIC & ROAD PLAN
- ALL INFORMATION AS SHOWN ON THIS PLAN ARE BASED FROM STUDY THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF DRIVEWAY, AND OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
 - CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINE, LOT LINES, RIGHT-OF-WAYS, AND LOCATIONS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
 - CONTRACTOR SHALL CONSTRUCT IN-TRACT PAVEMENT, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT 6" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS DETAIL 9F-3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 9F-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 9F-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
 - CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL 9F-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
 - CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE APPROXIMATELY MEET.
 - CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 6 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT MEET.
 - TRUNCATED DOWNS TO BE 3" x 4" TILES. REFER TO STATE STANDARD AWA.
 - CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 9F-3-LINE 3-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

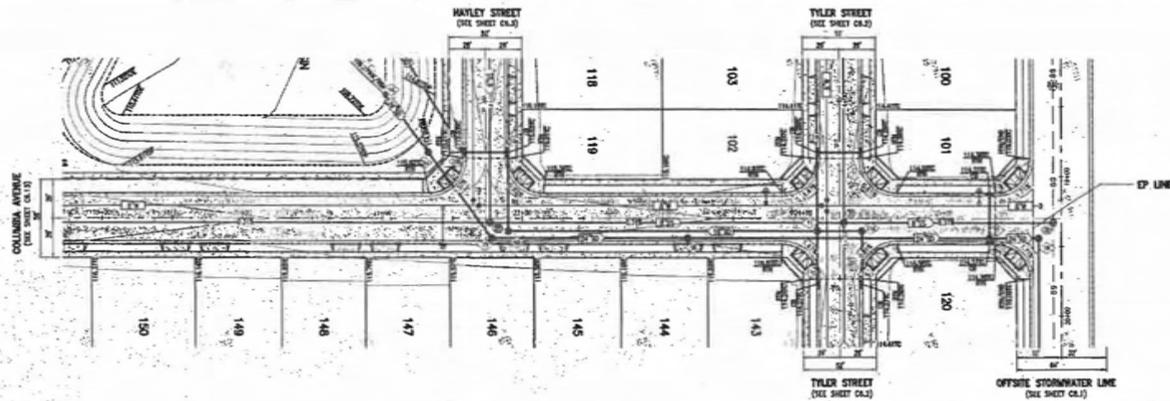


COLUMBIA DRIVE
STA. 13+45.51 TO 19+50.00
IN-TRACT IMPROVEMENT PLANS FOR
SHAUNESSY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

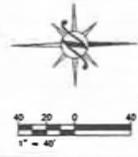
DATE: 11/11/2010
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 11/11/2010

NorthStar
 Engineering Group, Inc.
 10000 Wilshire Blvd., Suite 1000
 Los Angeles, CA 90024
 (310) 206-1000 Fax
 (310) 206-1000 Phone

SHEET NUMBER
C6.12



COLUMBIA DRIVE



KEY MAP

HATCH LEGEND

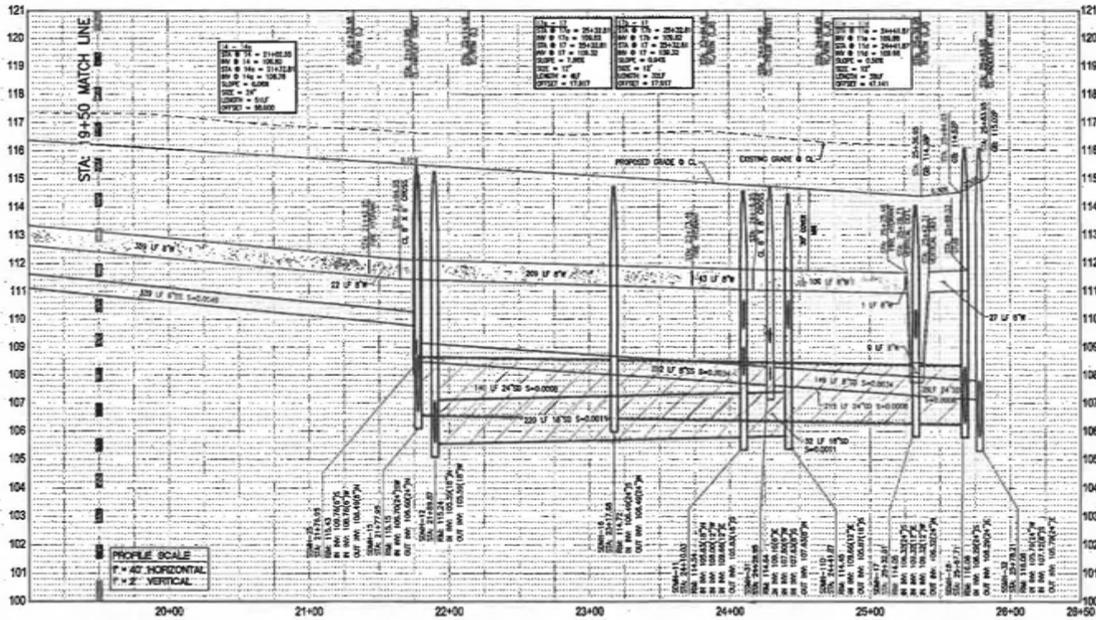
	EXISTING PAVEMENT		PROPOSED ASPHALT SEE SHEET C1.3
	EXISTING CONCRETE		PROPOSED CONCRETE SEE SHEET C1.3
	FUTURE PROPOSED ASPHALT		FUTURE PROPOSED CONCRETE

UTILITY GENERAL NOTES

- CONTRACTOR SHALL PROTECT EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES, FIRE HYDRANTS, AND/OR WATER SERVICES DURING THE COURSE OF CONSTRUCTION AND REPAIR AND/OR REPLACE IF DAMAGED BY THE CONTRACTOR'S EMPLOYEES. CONTRACTOR SHALL ADJUST EXISTING MANHOLES, INLETS, CLEANOUTS, WATER VALVES AND/OR FIRE HYDRANTS TO HIGHER GRADE FOR THESE PLANS. SEE CHANGING PLANS AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS FOR ADDITIONAL CHANGING INFORMATION.
- CONTRACTOR SHALL CONNECT TO EXISTING SIGNAL MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR SERVICE IF NECESSARY. CONTRACTOR SHALL REPAIR EXISTING BLOWN-OUT OR CUMULATIVE CONTRACTOR SHALL EXCAVATE EXISTING SEWER MAIN, SEWER MAIN, WATER MAIN, MANHOLE, AND/OR SERVICE AT ALL PROPOSED POINTS OF CONNECTION OF LINES AND LATERALS PRIOR TO CONSTRUCTION TO VERIFY THE HORIZONTAL AND VERTICAL ALIGNMENT PRIOR TO THE INSTALLATION OF ANY PORTION OF THE PROPOSED UTILITY SYSTEM. CONTRACTOR SHALL VERIFY THE DEPTHS OF ANY DISCREPANCIES IMMEDIATELY.
- ALL TRENCHING AND REPAIRING FOR PROPOSED UTILITY LINES AND LATERALS SHALL BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 89-1, 89-2, 89-3 AND THE CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- STRUCTURES TO BE LOCATED IN THE STREET IN ACCORDANCE WITH DETAIL 8 ON SHEET C1.3 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.

SITE PLAN GENERAL NOTES

- PROTECTOR NEEDS SEE SIZE 9000 & ROAD PLAN
- ALL DIMENSIONS AS SHOWN ON THIS PLAN ARE TAKEN FROM EITHER THE CENTERLINE, FACE OF CURB, EDGE OF SIDEWALK, CENTERLINE OF STRIPING, AND/OR PROPOSED/EXISTING RIGHT-OF-WAY. REFER TO CROSS-SECTIONS ON SHEET C1.3.
- CONTRACTOR TO REFER TO PROJECT FINAL MAP FOR LOCATION, ORIENTATION, AND ALIGNMENT OF PROPOSED CENTERLINE, LOT LINES, BOUNDARIES, AND DIMENSIONS. IF THERE IS A DISCREPANCY BETWEEN THESE PLANS AND THE PROJECT FINAL MAP, CONTRACTOR TO NOTIFY THE ENGINEER IMMEDIATELY.
- CONTRACTOR SHALL CONSTRUCT IN-TACT PAVEMENT, CURB, GUTTER, AND SIDEWALK SECTIONS AS SHOWN ON THESE PLANS. PAVEMENT SECTION TO BE IN ACCORDANCE WITH STREET SECTION TABLE ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT 8" VERTICAL CURB AND GUTTER IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 35-5 AND CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT STANDARD SIDEWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 35-4 AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS. SEE STREET SECTION CHART ON SHEET C1.3.
- CONTRACTOR SHALL CONSTRUCT ADA ACCESSIBLE CURB RAMP AND CROSSWALKS IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 35-14 AND IN ACCORDANCE WITH CITY STANDARDS AND SPECIFICATIONS AND THE 2010 CALIFORNIA BUILDING CODE.
- CONTRACTOR SHALL CONSTRUCT CURB RETURN PER CITY OF LOS ANGELES STANDARD DETAIL 35-14 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.
- CONTRACTOR SHALL CONSTRUCT EXPANSION JOINTS PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND FUTURE CONCRETE IMPROVEMENTS ABUT.
- CONTRACTOR SHALL CONSTRUCT LAP JOINT PER DETAIL 6 ON SHEET C1.3 AND PER CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS AT ALL LOCATIONS WHERE PROPOSED AND EXISTING ASPHALT ABUT.
- TRENCHED JOINTS TO BE 3' x 4' TILES, REFER TO STATE STANDARD AREA.
- CONTRACTOR SHALL INSTALL LIGHT FIXTURES AS APPROVED BY THE CITY OF LOS ANGELES. LIGHT FIXTURES TO BE IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARD DETAIL 35-3 AND 35-4 WHERE APPLICABLE AND IN ACCORDANCE WITH CITY OF LOS ANGELES STANDARDS AND SPECIFICATIONS.



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

COLUMBIA DRIVE
STA. 19+50.00 TO STA. 25+85.95
IN-TACT IMPROVEMENT PLANS FOR
SHANNESSEY VILLAGE SUBDIVISION
LOS ANGELES, CALIFORNIA

NORTH STAR ENGINEERING GROUP, INC.
 1000 WEST 10TH STREET, SUITE 200
 LOS ANGELES, CA 90015
 TEL: (213) 487-1000 FAX: (213) 487-1001
 WWW.NORTHSTAR-ENG.COM

SHEET NUMBER
C6.13

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Recorded in Official Records,
MERCED COUNTY
Doc#: 2019024708
08/13/2019 09:15 AM

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this 8th day of August, 2019, between STONEFIELD HOME, INC., a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract No 2018-03 Shaunessy Village Phase No. 1, comprised of 79 lots, 1 park/basin (Lot B), 4 landscape lots (Lots C, D & E) and 1 designated remainder on 31.93± acres, a copy of which is on file at the City of Los Banos Planning Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

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

WHEREAS, certain sections of the Los Banos Municipal Code require the DEVELOPER(S) to enter into this AGREEMENT with the CITY whereby DEVELOPER(S) agree to do, perform, and complete the works and matters hereinafter in this AGREEMENT mentioned

and set forth in details, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the CITY; and,

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. _____ to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2018-03.

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

SUBDIVISION AGREEMENT

1. That the CITY has fixed and does fix the time within which DEVELOPER(S) shall do and perform the work and improvements hereinafter specified and at such time during this period as designated by the Public Works Director/City Engineer of the CITY, but no later than the 30th day of December 2021, with the said provision that this time may be extended by consent of the City Council, and that the DEVELOPER(S) will, within the period of time stated herein above in this paragraph stated and fixed, do or cause to be done and performed, the following described work and improvements,(as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection, to-wit;

IMPROVEMENTS:

**ENGINEER'S
ESTIMATED COST:**

1. SANITARY SEWER	\$ 137,856.32
2. STORM	\$ 142,987.86
3. WATER	\$ 151,548.88
4. STREETS	\$ 562,648.68
5. ELECTROLIERS	\$ 64,600.00
6. STRIPING AND SIGNAGE	\$ <u>8,001.67</u>

TOTAL \$ 1,067,643.41

The Developer has not completed the following portion of improvements:

STORM	\$	10,000.00
WATER	\$	500.00
STREETS	\$	183,659.15
ELECTROLIERS	\$	64,600.00
STRIPING AND SIGNAGE	\$	<u>8,001.67</u>
REMAINING TOTAL	\$	266,760.82

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the remaining improvements, agreed to by the CITY for Performance at 100%, **\$266,760.82** and Labor and Materials at 50%, **\$133,380.41** and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of **\$106,764.34**. In addition, the DEVELOPER(S) shall provide a bond or other form of security in the amount of **\$3,500.00** for survey monuments, per §66496 of the Government Code.

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

FINAL MAP REVIEW

Charges for	\$	1,576.58
Less: Deposit for Map Review (Rec#01329424)	\$	<u>(1,000.00)</u>
SUB-TOTAL	\$	576.58

ENGINEERING AND INSPECTION

5% of Approved Engineer's estimate of \$1,672,819.45	\$	83,640.97
Less: Deposit for Plan Check (Rec#01264966)	\$	(36,266.27)
Less: Payment for Plan Check (Rec#01356594)	\$	<u>(47,374.70)</u>
SUB-TOTAL	\$	0.00

TOTAL \$ 576.58

4. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for **\$1,067,643.41** (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

5. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of

Vesting Tentative Tract Map 2018-03. All public improvements and utilities must be installed prior to occupancy of units.

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

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

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

9. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

10. Neither the CITY nor any of its officers or agents shall be liable to DEVELOPER(S) or their contractors for any error or omission arising out of or in connection with any work to be performed under this AGREEMENT. During the progress of the work, if it becomes necessary to

modify the design because of errors or omissions on the plans or unforeseen conditions which render a portion of the project inoperable, unsafe, or prohibits a part of the project from performing satisfactorily in the opinion of the CITY, the plans shall be modified in accordance with the recommendations of the CITY. The DEVELOPER(S) shall be responsible for all costs incurred in revising the plans and performing the work in accordance with the modified plans.

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

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

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

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

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

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

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

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

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

Subdivision by the CITY, or shall enter into an agreement with the CITY that provides to the satisfaction of the CITY a method for the removal of such liens and claims at no cost to the CITY.

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

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

21. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map 2018-03 prior to acceptance of public improvements or final of any housing units.

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

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

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

25. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map 2018-03, and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.

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

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

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

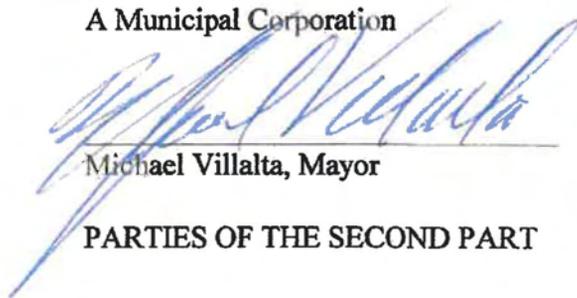
STONEFIELD HOME, INC.
A California Corporation



Greg Hostetler, President

PARTIES OF THE FIRST PART

CITY OF LOS BANOS
A Municipal Corporation



Michael Villalta, Mayor

PARTIES OF THE SECOND PART

ATTEST:



Lucille L. Mallonee, City Clerk
City of Los Banos

Signatures need to be notarized. Attach a Notary Acknowledgement.

ACKNOWLEDGMENT

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

State of California
County of Merced)

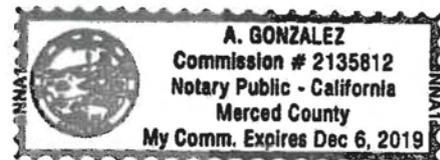
On July 25, 2019 before me, A. Gonzalez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

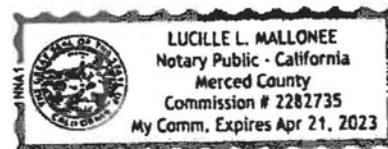
State of California }
 }
County of Merced }

On this 8th day of August, 2019 before me, Lucille L. Mallonee, a Notary Public in and for said State, personally appeared Michael Gerard Villalta, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Lucille L. Mallonee
Signature of Notary Public



(Notary Seal)



Shaunessy Village
Engineer's Estimate of Probable Cost
Phase 1 In-Tract Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SANITARY SEWER				
1.	10" PVC - Sanitary Sewer	1,050	\$16.00 LF	\$16,798.88
2.	8" PVC - Sanitary Sewer	721	\$29.63 LF	\$21,353.38
3.	6" PVC - Sanitary Sewer	2,890	\$14.00 LF	\$40,454.06
4.	48" - Sanitary Sewer Manhole	19	\$2,000.00 EA	\$38,000.00
5.	Lateral Service Connection	79	\$250.00 EA	\$19,750.00
6.	Remove Plug and Connect to Existing Sewer Line	1	\$1,500.00 EA	\$1,500.00
SUB-TOTAL ==>				\$137,856.32
B. STORM				
1.	24" PVC - Storm Drainage	1,202	\$30.00 LF	\$36,063.42
2.	18" PVC - Storm Drainage	920	\$24.00 LF	\$22,087.92
3.	15" PVC - Storm Drainage	794	\$21.00 LF	\$16,668.96
4.	12" PVC - Storm Drainage	470	\$18.00 LF	\$8,467.56
5.	48" - Storm Drainage Manhole	8	\$2,000.00 EA	\$16,000.00
6.	Curb Inlet - City Standard	16	\$1,450.00 EA	\$23,200.00
7.	Bubble-up Structure with Rip Rap	3	\$3,000.00 EA	\$9,000.00
8.	Remove Plug and Connect to Existing Storm Line	1	\$1,500.00 EA	\$1,500.00
9.	Storm Drain Flow Control Valve	1	\$10,000.00 LS	\$10,000.00
SUB-TOTAL ==>				\$142,987.86
C. WATER SYSTEM				
1.	8" PVC - Water	4,831	\$16.00 LF	\$77,298.88
2.	8" Gate Valve	27	\$1,000.00 EA	\$27,000.00
3.	Hydrant Bury, Valve, and Tee	12	\$2,000.00 EA	\$24,000.00
4.	House Service (Meter Not Included)	79	\$250.00 EA	\$19,750.00
5.	Landscape Service (Meter Not Included)	2	\$250.00 EA	\$500.00
6.	Remove Plug and Connect to Existing Water Line	2	\$1,500.00 EA	\$3,000.00
SUB-TOTAL ==>				\$151,548.88
D. STREETS				
1.	6" Vertical Curb and Gutter	8,492	\$10.00 LF	\$84,918.07

Engineer's Estimate of Probable Cost
Phase 1 In-Tract Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
2.	4" PCC Concrete Walk (Includes Ramps and Returns)	37,458	\$3.00 SF	\$112,375.26
3.	ADA Ramp (Labor and Truncated Domes Only)	21	\$600.00 EA	\$12,600.00
4.	6" PCC Concrete Driveway	14,725	\$3.00 SF	\$44,174.52
5.	2.5" AC over 4" AB over 5.5" ASB Pavement	30,240	\$1.85 SF	\$55,944.72
6.	2.5" AC over 4" AB over 7.5" ASB Pavement	47,324	\$2.00 SF	\$94,647.80
7.	3.0" AC over 4" AB over 10.5" ASB Pavement	66,212	\$2.30 SF	\$152,288.31
8.	Street Monuments	19	\$300.00 EA	\$5,700.00
SUB-TOTAL ==>				\$562,648.68
E. STREET LIGHTS				
1.	100 Watt LED Electrolier	9	\$3,800.00 EA	\$34,200.00
2.	150 Watt LED Electrolier	8	\$3,800.00 EA	\$30,400.00
SUB-TOTAL ==>				\$64,600.00
F. STRIPING AND SIGNAGE				
1.	Stop Bar Legend	13	\$350.00 EA	\$4,550.00
2.	Fire Hydrant Markers	12	\$5.00 EA	\$60.00
3.	Street Name Sign	11	\$308.33 EA	\$3,391.67
SUB-TOTAL ==>				\$8,001.67
CONSTRUCTION TOTAL ==>				\$1,067,643.41

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Recorded in Official Records,
MERCED COUNTY
Doc# 2019029082
09/13/2019 09:15 AM

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this 26th day of August, 2019, between STONEFIELD HOME, INC., a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract No 2018-03 Shaunessy Village Phase No. 2, comprised of 51 residential lots on 9.52± acres, a copy of which is on file at the City of Los Banos Planning Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

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

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

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. 6123 to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2018-03.

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

SUBDIVISION AGREEMENT

1. That the CITY has fixed and does fix the time within which DEVELOPER(S) shall do and perform the work and improvements hereinafter specified and at such time during this period as designated by the Public Works Director/City Engineer of the CITY, but no later than the 30th day of December 2021, with the said provision that this time may be extended by consent of the City Council, and that the DEVELOPER(S) will, within the period of time stated herein above in this paragraph stated and fixed, do or cause to be done and performed, the following described work and improvements,(as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection, to-wit;

IMPROVEMENTS:

1. SANITARY SEWER	\$	49,215.82
2. STORM	\$	31,366.02
3. WATER	\$	61,872.29
4. STREETS	\$	240,739.49
5. ELECTROLIERS	\$	26,600.00
6. STRIPING AND SIGNAGE	\$	<u>3,321.67</u>
TOTAL	\$	413,115.28

The Developer has not completed the following portion of improvements:

STREETS	\$ 118,825.45
ELECTROLIERS	\$ 26,600.00
STRIPING AND SIGNAGE	\$ <u>3,321.67</u>
REMAINING TOTAL	\$ 148,747.12

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the remaining improvements, agreed to by the CITY for Performance at 100%, \$148,747.12 and Labor and Materials at 50%, \$74,373.56 and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of \$41,311.53. In addition, the DEVELOPER(S) shall provide a bond or other form of security in the amount of \$3,500.00 for survey monuments, per §66496 of the Government Code.

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

FINAL MAP REVIEW

Charges for	\$ 1,409.10
Less: Deposit for Map Review (Rec#01329424)	\$ (1,000.00)
TOTAL	\$ 409.10

4. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for \$413,115.28 (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

5. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map 2018-03. All public improvements and utilities must be installed prior to occupancy of units.

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

7. Street lights shall be furnished and installed by the DEVELOPER(S). It is solely the DEVELOPER(S) responsibility to coordinate the installation of street lights with the Pacific Gas

and Electric Company and pay any and all fees necessary for their installation. At the time of acceptance, the street lights, including conductors to utility owner splice boxes, shall become the property of the CITY.

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

9. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

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

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

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

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

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

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

STONEFIELD HOME, INC.
A California Corporation



Greg Hostetler, President

PARTIES OF THE FIRST PART

CITY OF LOS BANOS
A Municipal Corporation



Michael Villalta, Mayor

PARTIES OF THE SECOND PART

ATTEST:



Lucille L. Mallonee, City Clerk
City of Los Banos

Signatures need to be notarized. Attach a Notary Acknowledgement.

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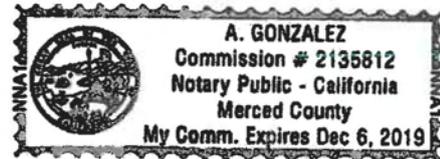
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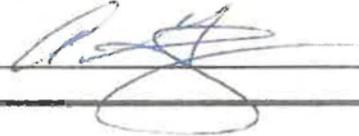
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(insert name and title of the officer)

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

WITNESS my hand and official seal.



Signature  (Seal)

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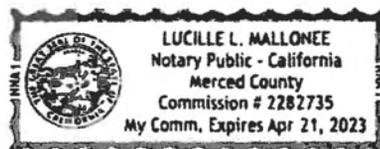
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lucille L. Mallonee
Signature of Notary Public



(Notary Seal)

Engineer's Estimate of Probable Cost
Phase 2 In-Tract Improvements

Exhibit A



Shaunessy Village
Engineer's Estimate of Probable Cost
Phase 2 In-Tract Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SANITARY SEWER				
1.	6" PVC - Sanitary Sewer	1,462	\$14.00 LF	\$20,465.82
2.	48" - Sanitary Sewer Manhole	8	\$2,000.00 EA	\$16,000.00
3.	Lateral Service Connection	51	\$250.00 EA	\$12,750.00
SUB-TOTAL ==>				\$49,215.82
B. STORM				
1.	18" PVC - Storm Drainage	218	\$24.00 LF	\$5,224.00
2.	12" PVC - Storm Drainage	222	\$18.00 LF	\$3,992.02
3.	48" - Storm Drainage Manhole	6	\$2,000.00 EA	\$12,000.00
4.	Curb Inlet - City Standard	7	\$1,450.00 EA	\$10,150.00
SUB-TOTAL ==>				\$31,366.02
C. WATER SYSTEM				
1.	8" PVC - Water	1,893	\$16.00 LF	\$30,288.96
2.	8" Gate Valve	5	\$1,000.00 EA	\$5,000.00
3.	Hydrant Bury, Valve, and Tee	6	\$2,000.00 EA	\$12,000.00
4.	House Service (Meter Not Included)	51	\$250.00 EA	\$12,750.00
5.	Stub and Plug Proposed Water Line	1	\$1,833.33 EA	\$1,833.33
SUB-TOTAL ==>				\$61,872.29
D. STREETS				
1.	6" Vertical Curb and Gutter	3,655	\$10.00 LF	\$36,548.30
2.	4" PCC Concrete Walk (Includes Ramps and Returns)	16,091	\$3.00 SF	\$48,273.78
3.	ADA Ramp (Labor and Truncated Domes Only)	8	\$600.00 EA	\$4,800.00
4.	6" PCC Concrete Driveway	9,056	\$3.00 SF	\$27,167.55
5.	2.5" AC over 4" AB over 5.5" ASB Pavement	26,817	\$1.85 SF	\$49,611.89
6.	2.5" AC over 4" AB over 7.5" ASB Pavement	20,477	\$2.00 SF	\$40,954.84
7.	3.0" AC over 4" AB over 10.5" ASB Pavement	13,645	\$2.30 SF	\$31,384.32
8.	Headerboard	86	\$5.80 LF	\$498.80
9.	Street Monuments	5	\$300.00 EA	\$1,500.00
SUB-TOTAL ==>				\$240,739.49
E. STREET LIGHTS				
1.	100 Watt LED Electrolier	3	\$3,800.00 EA	\$11,400.00

Engineer's Estimate of Probable Cost
Phase 2 In-Tract Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
2.	150 Watt LED Electrolier	4	\$3,800.00 EA	\$15,200.00
SUB-TOTAL ==>				\$26,600.00
F. STRIPING AND SIGNAGE				
1.	Stop Bar Legend	5	\$350.00 EA	\$1,750.00
2.	Fire Hydrant Markers	6	\$5.00 EA	\$30.00
3.	Street Name Sign	5	\$308.33 EA	\$1,541.67
SUB-TOTAL ==>				\$3,321.67
CONSTRUCTION TOTAL ==>				\$413,115.28

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Recorded in Official Records,
MERCED COUNTY
Doc#: 2019029083
09/13/2019 09:16 AM

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this 20th day of August, 2019, between STONEFIELD HOME, INC., a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract No 2018-03 Shaunessy Village Phase No. 3, comprised of 21 residential lots and 1 landscape lot on 3.86± acres, a copy of which is on file at the City of Los Banos Planning Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

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

WHEREAS, certain sections of the Los Banos Municipal Code require the DEVELOPER(S) to enter into this AGREEMENT with the CITY whereby DEVELOPER(S) agree to do, perform, and complete the works and matters hereinafter in this AGREEMENT mentioned

and set forth in details, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the CITY; and,

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. 6124 to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2018-03.

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

SUBDIVISION AGREEMENT

1. That the CITY has fixed and does fix the time within which DEVELOPER(S) shall do and perform the work and improvements hereinafter specified and at such time during this period as designated by the Public Works Director/City Engineer of the CITY, but no later than the 30th day of December 2021, with the said provision that this time may be extended by consent of the City Council, and that the DEVELOPER(S) will, within the period of time stated herein above in this paragraph stated and fixed, do or cause to be done and performed, the following described work and improvements,(as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection, to-wit;

IMPROVEMENTS:

1. SANITARY SEWER	\$	22,680.97
2. STORM	\$	14,645.60
3. WATER	\$	30,166.96
4. STREETS	\$	107,825.05
5. ELECTROLIERS	\$	15,200.00
6. STRIPING AND SIGNAGE	\$	<u>1,542.18</u>
TOTAL	\$	192,060.75

The Developer has not completed the following portion of improvements:

STREETS	\$	51,933.24
ELECTROLIERS	\$	15,200.00
STRIPING AND SIGNAGE	\$	<u>1,542.18</u>
REMAINING TOTAL	\$	68,675.42

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the remaining improvements, agreed to by the CITY for Performance at 100%, \$68,675.42 and Labor and Materials at 50%, \$34,337.71 and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of \$19,206.07. In addition, the DEVELOPER(S) shall provide a bond or other form of security in the amount of \$3,500.00 for survey monuments, per §66496 of the Government Code.

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

FINAL MAP REVIEW

Charges for	\$	1,660.32
Less: Deposit for Map Review (Rec#01329425)	\$	(1,000.00)
TOTAL	\$	660.32

4. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for \$413,115.28 (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

5. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map 2018-03. All public improvements and utilities must be installed prior to occupancy of units.

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

7. Street lights shall be furnished and installed by the DEVELOPER(S). It is solely the DEVELOPER(S) responsibility to coordinate the installation of street lights with the Pacific Gas

and Electric Company and pay any and all fees necessary for their installation. At the time of acceptance, the street lights, including conductors to utility owner splice boxes, shall become the property of the CITY.

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

9. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

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

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

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

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

14. The DEVELOPER(S) agree that the use for any purpose and by any persons of any and all of the improvements herein before specified, shall be at the sole and exclusive risk of the DEVELOPER(S) at all times prior to final acceptance by the CITY of the completed improvements. Thereon and therein; provided, that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER(S) obligations and undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the improvements in said subdivision.

15. It is mutually agreed by the parties hereto that the Public Works Director/City Engineer shall have the right to reject any or all of the work to be performed under this AGREEMENT if such work does not conform with the plans and specifications mentioned herein or the ordinances of the CITY. Reinspection of corrected work shall be at the expense of the DEVELOPER(S). The cost of such reinspection is not included in the Engineering and Inspection Fee described in

Paragraph 4 of this AGREEMENT. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be repaired by the DEVELOPER(S) to the satisfaction of the Public Works Director/City Engineer by the DEVELOPER(S) before release of bond or final acceptance of completed work.

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

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

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

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

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

21. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map 2018-03 prior to acceptance of public improvements or final of any housing units.
22. No work shall commence under the terms of this AGREEMENT prior to all of the following being completed: deposit of improvement security per City Council resolution; issuance of a Subdivision Improvements grading permit other than rough grading and site preparation; and payment of all required development fees.
23. All costs for engineering and inspection services which exceed the 5% fee specified above will be invoiced to the DEVELOPER(S) and must be paid in full prior to acceptance of the subject improvements by the CITY.
24. If construction of improvements has not begun within one (1) year from the date of this AGREEMENT, then prior to commencement of work the Public Works Director/City Engineer shall review the improvement plans and determine if revisions are required. In any case, a new engineer's cost estimate shall be submitted by the applicant to the Public Works Director/City Engineer. The applicant shall be responsible for any modification to the plans required by the Public Works Director/City Engineer and shall pay all plan check fees plus the difference in inspection fees due based on the new cost estimate.
25. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map 2018-03, and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.
26. The terms of this AGREEMENT are not intended to, nor do they, relieve the DEVELOPER(S) of any conditions of approval, compliance with City Standards or compliance with mitigation measures of adopted environmental documents, the compliance with which may be placed as a condition of permit issuance or occupancy.
27. Time is of the essence of this AGREEMENT. It is agreed that the provisions of this AGREEMENT shall apply to and bind the heirs, executors, administrators, successors, devisees, and assignees of the respective parties hereto.

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

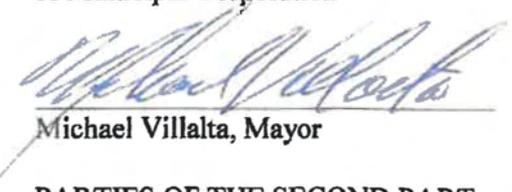
STONEFIELD HOME, INC.
A California Corporation



Greg Hostetler, President

PARTIES OF THE FIRST PART

CITY OF LOS BANOS
A Municipal Corporation



Michael Villalta, Mayor

PARTIES OF THE SECOND PART

ATTEST:



Lucille L. Mallonee, City Clerk
City of Los Banos

Signatures need to be notarized. Attach a Notary Acknowledgement.

ACKNOWLEDGMENT

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

State of California
County of Merced

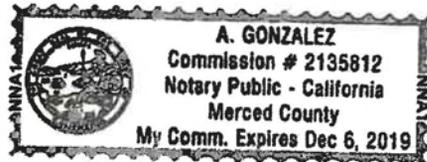
On August 13, 2019 before me, A. Gonzalez, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California }
 }
County of Merced }

On this 26th day of August, 2019 before me, Lucille L. Mallonee, a Notary Public in and for said State, personally appeared Michael Gerard Villalta, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed this instrument.

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

WITNESS my hand and official seal.

Lucille L. Mallonee
Signature of Notary Public



(Notary Seal)

Engineer's Estimate of Probable Cost
Phase 3 In-Tract Improvements

Exhibit A



Shaunessy Village
Engineer's Estimate of Probable Cost
Phase 3 In-Tract Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
A. SANITARY SEWER				
1.	10" PVC - Sanitary Sewer	118	\$16.00 LF	\$1,888.00
2.	6" PVC - Sanitary Sewer	539	\$14.00 LF	\$7,542.97
3.	48" - Sanitary Sewer Manhole	4	\$2,000.00 EA	\$8,000.00
4.	Lateral Service Connection	21	\$250.00 EA	\$5,250.00
SUB-TOTAL ==>				\$22,680.97
B. STORM				
1.	15" PVC - Storm Drainage	129	\$21.00 LF	\$2,704.80
2.	12" PVC - Storm Drainage	119	\$18.00 LF	\$2,140.79
3.	48" - Storm Drainage Manhole	2	\$2,000.00 EA	\$4,000.00
4.	Curb Inlet - City Standard	4	\$1,450.00 EA	\$5,800.00
SUB-TOTAL ==>				\$14,645.60
C. WATER SYSTEM				
1.	8" PVC - Water	745	\$16.00 LF	\$11,916.96
2.	8" Gate Valve	5	\$1,000.00 EA	\$5,000.00
3.	Hydrant Bury, Valve, and Tee	4	\$2,000.00 EA	\$8,000.00
4.	House Service (Meter Not Included)	21	\$250.00 EA	\$5,250.00
SUB-TOTAL ==>				\$30,166.96
D. STREETS				
1.	8" Median Curb	183	\$18.60 LF	\$3,404.92
2.	6" Vertical Curb and Gutter	1,510	\$10.00 LF	\$15,095.00
3.	4" PCC Concrete Walk (Includes Ramps and Returns)	6,585	\$3.00 SF	\$19,753.89
4.	ADA Ramp (Labor and Truncated Domes Only)	3	\$800.00 EA	\$1,800.00
5.	6" PCC Concrete Driveway	3,639	\$3.00 SF	\$10,916.30
6.	2.5" AC over 4" AB over 7.5" ASB Pavement	16,731	\$2.00 SF	\$33,461.32
7.	3.0" AC over 4" AB over 10.5" ASB Pavement	9,673	\$2.30 SF	\$22,248.43
8.	Headerboard	94	\$5.80 LF	\$545.20
9.	Street Monuments	2	\$300.00 EA	\$600.00
SUB-TOTAL ==>				\$107,825.05
E. STREET LIGHTS				
1.	100 Watt LED Electrolier	1	\$3,800.00 EA	\$3,800.00

Engineer's Estimate of Probable Cost
Phase 3 In-Tract Improvements

ITEM	DESCRIPTION	QUANTITY	UNIT COST	COST
2.	150 Watt LED Electrolier	3	\$3,800.00 EA	\$11,400.00
SUB-TOTAL ==>				\$15,200.00
F. STRIPING AND SIGNAGE				
1.	Stop Bar Legend	1	\$350.00 EA	\$350.00
2.	Fire Hydrant Markers	4	\$5.00 EA	\$20.00
3.	Street Name Sign	3	\$308.33 EA	\$925.00
4.	Crosswalk	124	\$2.00 LF	\$247.18
SUB-TOTAL ==>				\$1,542.18
CONSTRUCTION TOTAL ==>				\$192,060.76

Exhibit B

Revised 10/24/18

CONDITIONS OF APPROVAL FOR VESTING TENTATIVE TRACT MAP #2018-03– SHAUNESSY VILLAGE SUBDIVISION

General

1. The applicant shall submit a revised Vesting Tentative Tract Map to the Community and Economic Development Department reflecting any modifications, additions, and/or conditions of approval, within 30 days from Planning Commission approval. If necessary, the revised Vesting Tentative Tract Map shall be reviewed by the City Engineer and the Community and Economic Development Director and signed by the Community and Economic Development Director for purposes of providing a clear record of the approved Vesting Tentative Tract Map.
2. Prior to the recordation of a Final Map the Developer shall form or annex the Subject Property to a Community Facilities District created for the purposes of funding public safety, as authorized by Government Code Section 53313(a) and (b). The form, terms and conditions and the tax rate for the formation of the Mello-Roos district, or in the alternative the annexation of the subject property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. District formation or annexation shall be at the sole cost of the Developer.
3. Prior to approval of any Final Map, the Developer shall form or annex the subject property to a Lighting and Landscaping District created for purposes of maintaining public landscape areas, signage and public lighting including a share of traffic signal maintenance costs as authorized pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, and Article XIIID of the California Constitution. The form, terms and conditions and the tax rate for the formation of the Lighting and Landscaping District, or in the alternative the annexation of the subject property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. It is the intent of the parties that the assessment of the subject property will be apportioned to each parcel in proportion to the special benefit it receives. District formation or annexation shall be at the sole cost of the developer.
4. Prior to recordation of a Final Map, certification shall be obtained by the Local Agency Formation Commission (LAFCO) that the property has been detached from the Central California Irrigation District (CCID) at the sole expense of the developer/property owner.

5. The project shall be subject to and the Developer shall pay development impact fees enacted by the City, including scheduled or periodic increases as provided for in the adopting ordinance or resolutions in effect at the time of the Developer's request for the issuance of a building permit and/or as included in the Subdivision Improvement Agreement.
6. Approval and life of the Vesting Tentative Tract Map shall be as set forth in the Los Banos Municipal Code.
7. All development shall be consistent with the Vesting Tentative Tract Map #2018-03 reflecting any amendments added during approval.
8. The Final Map(s) shall be in substantial compliance with the approved Vesting Tentative Tract Map, including any changes set forth in the conditions of approval.
9. A Final Map shall be prepared by a professional land surveyor licensed in California or a professional engineer licensed in California and qualified to practice land surveying, according to the Subdivision Map Act, and local ordinances.
10. At least two points on the Final Map shall be tied to the California State Plane Coordinate System (NAD 83) with ties shown and closure calculations depicting the tie bearings and distances.
11. A letter from the Tax Collector shall be submitted prior to the recording of the Final Map which indicates that taxes have been paid or a bond has been posted.
12. A Final Map Guarantee shall be prepared and provided to the County Recorder.
13. When the submittal has been technically approved, the original mylars and a conforming mylar will be signed and notarized (notary shall not be stamped on the map) and delivered to the Public Works Department.
14. Developer shall include a Public Utility Easement of ten (10) feet along all road frontages.
15. For all properties within 1,000 feet of agricultural operations, deed notices shall be recorded with the final map. The deed notice shall require property purchasers to acknowledge the existing and ongoing commercial and/or agricultural uses on adjacent and nearby properties, and the Merced County Right-to-farm Ordinance.
16. Building Master Plans shall be approved by the Community and Economic Development Department and Building Department prior to issuance of

the first building permit and the architecture shall be consistent with the Design Review approval of the Planning Commission.

17. Improvement Plans shall be submitted to the City for approval prior to/or concurrent with the application for each final map and the following note shall be required: "The Contractor is responsible for protecting and preserving survey monuments and other survey markers. Any survey monuments damaged as a direct or indirect result of construction activities shall be re-established by a duly licensed land surveyor at the Contractor's sole expense. A corner record shall be filed in accordance with State law for any reset monuments at the Contractor's sole expense."
18. Improvement Plans shall include a street signage and striping plan to be approved by the Public Works Director/City Engineer.
19. On-site improvements may be constructed prior to the recording of the final map subject to City approval of Improvement Plans and payment of applicable plan check and inspection fees, and satisfaction of all construction conditions of approval.
20. Off-site public improvement plan(s) shall be submitted to the Public Works Department for approval prior to/or concurrent with the application for the Final Map. The developer shall not commence off-site improvements until approval is received by the Public Works Department. The developer shall enter into a subdivision improvement agreement with the City and provide labor and maintenance bonds in an amount of 100% of the Engineer's Estimate for public improvements to be completed following recordation of the Final Map.
21. The project is subject to the appropriate Development Impact Fees as established by the City.
22. Private property owners shall be responsible for the maintenance of sound walls and decorative masonry walls located on private property.
23. The applicant shall obtain City approval in advance for permanent and temporary on-site and off-site signs through separate sign reviews and bonding consistent with the development criteria of the Los Banos Municipal Code – Sign Ordinance.
24. It is the applicant's responsibility to ensure that the development complies with the Americans with Disabilities Act requirements.
25. It shall be the responsibility of the applicant to convey copies of the conditions of approval to all contractors and sub-contractors.

26. Building permits will be issued in accordance with City Subdivision Policy that identifies the improvements required in order for a building permit to be issued.
27. If parking for model homes is to be provided in a temporary parking lot, such lot shall be approved by the Community and Economic Development Director as a commercial lot conforming with Los Banos Municipal Code Section 9-3.2009, and shall be removed within 60 days of the end of sales, if not intended to serve a permanent use.
28. All structures, foundations, and footings for future buildings on the project site shall be designed and constructed to conform with the current Uniform Building Code for Seismic Zone 4 to minimize structural damage resulting from potential seismic activity.
29. An engineering soils report shall be prepared for all projects in order to identify soil characteristics requiring special structural design. On-site and off-site structural design shall conform to the findings and recommendation of the engineering soils report. The report shall be prepared prior to issuance of a grading permit, subject to review and approval of the Los Banos City Engineer.
30. Prior to issuance of building permits for development of sensitive residential land uses (e.g. houses, schools, parks, day care), or other uses in which persons may contact soils), a Phase 1 environmental assessment shall be prepared to determine if soils contain hazardous materials. If necessary, a remediation plan shall be created and implemented. The assessment and any necessary remediation plans shall be subject to the approval of the Community Development Department.
31. Improvement Plans and Grading Plans shall delineate the location and design of all required walls and fences including retaining walls.
32. Improvement Plans shall include mailbox locations, which must be approved by the US Postmaster and the City of Los Banos.
33. Undeveloped portions of the subdivision shall be controlled of weeds and free of debris and litter.
34. Prior to issuance of building permits for development on the project site, if the project site has remained fallow and reverted to grassland vegetation, the following measures shall be required, subject to the review and approval of the City of Los Banos Community Development Department:
 - a. A pre-construction survey shall be conducted by a qualified biologist for burrowing owls within 30 days of the on-set of construction according to methods described in the Staff Report on Burrowing Owl Mitigation (CDFG 1995).

- b. If pre-construction surveys undertaken during the breeding season (February through July) locate active nest burrows within or near construction zones, these nests, and an appropriate buffer around them (as determined by a qualified biologist) must remain off-limits to construction until the breeding season is over. The CDFG recommends setbacks from occupied nest burrows of 100 meters where construction will result in the loss of foraging habitat.
 - c. During the non-breeding season (August through January), resident owls may be relocated to alternative habitat. The relocation of resident owls must be according to a relocation plan prepared by a qualified biologist in consultation with the California Department of Fish and Game. Passive relocation is the preferred method of relocation. This plan must provide for the owls relocation to nearby lands possessing available nesting and foraging habitat.
35. Due to the possibility that significant buried cultural resources might be found during construction, the following language shall be included in any permits issued for the project site, including, but not limited to building permits for future development, subject to the review and approval of the Los Banos Planning Division:

"If archaeological resources or human remains are discovered during construction, work shall be halted at a minimum of 200 feet from the find and the area shall be staked off. The project developer shall notify a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented."

36. In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall ensure that this language is included in all permits in accordance with CEQA Guidelines section 15064.5(e):

"If human remains are found during construction there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Los Banos Police Department contacts the coroner of Merced County to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The

landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner."

36. Prior to issuance of a building permit, dust control requirements consistent with SJVAPCD District Rule VIII shall be included in all construction contract specifications to reduce significant levels of construction contract specifications to reduce significant levels of construction-related hazardous air emissions.
- a. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or vegetative cover.
 - b. All on-site unpaved roads and off-site unpaved access roads shall be effectively stabilized of dust emissions using water or chemical stabilizer/suppressant.
 - c. All land clearing, grubbing, scraping, excavation, land leveling, grading, and cut and fill activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by presoaking.
 - d. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions, or at least six inches of freeboard space from the top of the container shall be maintained.
 - e. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at least once every 24 hours when operations are occurring. (The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices is expressly forbidden.)
 - f. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
37. Prior to issuance of building permits, developers shall include the following requirements in all construction bids and documents including contracts (and

implemented during construction activities) for the purpose of reducing diesel particulate and acrolein emissions during construction of the project:

- a. All pre-1994 model year and older diesel equipment shall be retrofitted with EPA-certified diesel oxidation catalyst filters;
- b. Contractor shall maintain records of all purchases of diesel oxidation catalyst filters or biodiesel fuel until construction is complete; and
- c. The SJVAPCD shall have the right to inspect all construction and demolition equipment, as well as the contractor's records at any time during demolition and construction.

38. This approval is conditioned upon and shall be effective upon payment in full of all outstanding invoices pursuant to the Cost Recovery Contract.

Pre-Construction and Construction

39. A minimum 200-foot separation shall be maintained between residences and material stockpiles, debris piles or containers and equipment storage during the construction process. If such storage must be located within 200 feet of a residence, a six-foot high opaque fence shall shield the storage area from view when the storage area is inactive for more than eight hours. This requirement shall be incorporated into the specifications for all construction plans, subject to review and approval by the City of Los Banos Community and Economic Development Department.
40. Two points of all-weather access shall be provided to all areas of the development during all phases of construction to the satisfaction of the Fire Department in areas where residential units are under construction.
41. Temporary construction trailers shall be permitted only in areas immediately adjacent to or within that portion of the subdivision where active subdivision construction is taking place. Placement of said construction trailer is subject to the Community and Economic Development Director approval in accordance with Title 9, Chapter 3, Article 38, Temporary Use Ordinance of the Los Banos Municipal Code.
42. During construction, and for safety purposes, the developer and assigned contractors shall keep the public right-of-way clear of obstructions, and provide for clean up on a daily basis.
43. Prior to issuance of grading permits, the grading plans shall include the following language:

"Large bulldozers, loaded trucks, or heavy equipment which causes significant ground vibration will not operate closer than 50 feet to an

occupied residence without notifying the resident 48 hours in advance of construction work.”

44. Prior to acceptance of public improvements, all entries to the subdivision shall be barricaded to prevent the public from entering the construction site.
45. Undeveloped portions of development sites shall be controlled of weeds and free of debris and litter. The applicant shall provide protection against wind and water soil erosion on undeveloped portions of the project site. Temporary vegetation on undeveloped portions of the project site shall not be allowed to grow taller than eighteen inches.
46. All contractors and subcontractors performing work relative to this project shall obtain City of Los Banos Business Licenses, prior to start of work on the project. All work performed on the project shall comply with the requirements of the State Business and Professions Code.
47. Building permits shall be issued in accordance with the Los Banos Municipal Code and Standards and Specifications that identifies the improvements required in order for a building permit to be issued.
48. The developer shall be responsible for obtaining encroachment permits from the City of Los Banos, County of Merced, Caltrans, or other jurisdictions prior to performing any work within that jurisdiction's right-of-way.
49. Construction shall be limited to those times allowed by City Ordinance: Monday through Friday from 7:00 am to 7:00 pm; Saturday from 8:00 am to 7:00 pm; and Sunday from 9:00 am to 7:00 pm. Properly muffled equipment shall be used.
50. The developer shall incorporate soil erosion control measures into grading and drainage plans that comply with NPDES storm water regulations. These measures shall be monitored for effectiveness by the City of Los Banos. Such measures may include, but not be limited to, the following:
 - a. Limit disturbance of soils and vegetation disturbance removal to the minimum area necessary for access and construction;
 - b. Confine all vehicular traffic associated with construction to the right-of-way of designated access roads;
 - c. Silt fencing installed in accordance with the American Society for Testing and Materials standard D6462.
 - d. Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds;
 - e. Ensure that all exposed soil is provided with temporary drainage and

soil protection when construction activity is shut down during the winter periods;

- f. Inform construction personnel prior to construction and periodically during construction activities of environmental concerns; pertinent laws and regulations, and elements of the proposed erosion control measures;
- g. Compliance with National Pollution Discharge Elimination System (NPDES) permits administered by the California Regional Water Quality Control Board; and
- h. Development of a plan to employ best management practices that reduce the level of pollutants discharged into natural waterways and wetlands.

51. Silt fencing shall be installed in accordance with American Society for Testing and Materials Standard D6462.

52. Where standard corner lot side yards abut a street, a minimum three-foot landscaping area shall be provided between the back of sidewalk and the fence.

53. Restricted access rights shall be irrevocably offered for dedication to the City along the rear edge of private property where properties back onto streets, and shall be shown on final maps.

54. During construction activities, all food-related trash items shall be enclosed in sealed containers and regularly removed from the project site to avoid attracting wildlife to the project site, and pets shall not be allowed on the construction site.

Air Quality:

55. Housing units shall be oriented to maximize passive solar cooling and heating when practicable.

56. Gas fired appliances shall be low NOx emitting appliances complying with California NOx Emission Rule #1121.

57. The developer shall comply with all applicable Indirect Source Rule requirements of the San Joaquin Valley Air Pollution Control District. Developer shall prepare an air emissions reduction if required.

Access and Circulation:

58. All street traffic impact fee reimbursements shall be per the Transportation Impact Fee program (TIF).

59. Half-street sections will not be permitted in the construction of VTTM #2018-03.
60. The developer shall submit public improvement plans to include curb, gutter, sidewalk, street lights, decorative masonry wall, underground utilities and a landscape plan for public areas.
61. The developer shall be responsible for constructing public streets per the Vesting Tentative Tract Map including, but not limited to curb, gutter and sidewalk, decorative masonry wall, and landscaping where noted. **If the developer proposes to begin improvements in the southeastern portion of the project first, two points of access are required at all times to serve that phase of development. Improvements to arterials and collector streets shall be completed prior to occupancy of any use directly adjacent to the proposed arterial or collector streets. Improvements to neighborhood streets shall be complete prior to occupancy of any house that requires the street for access.**
62. All street signage and striping within the project area shall be approved by the Public Works Department and shall meet all line-of-sight requirements.
63. Prior to acceptance of subdivision improvements, the developer shall install all street and traffic control signs, pavement striping, and street name signs in accordance with the public improvement plans and City and/or Caltrans standards.
64. Final Map(s) shall show a non-access strip 12 inches in width on private property along the frontage of arterial and collector streets, except at driveways, for the purpose of constructing sound walls and decorative masonry walls.
65. The developer shall be responsible for obtaining encroachment permits from the City of Los Banos prior to performing any work within the City's right-of-way.
66. The developer shall design and install traffic calming measures **throughout the project area** as approved by the City Engineer.
67. Traffic calming measures may include, but are not limited to, raised intersections, speed cushions, stop signs, varied cross sections, and roundabouts.

Utilities:

68. The applicant shall construct water, sewer, and storm drainage facilities as noted on the Vesting Tentative Tract Map, in accordance with City standards. The project shall comply with the current City Plans, Standards, and Specifications, all Master Plan requirements, and the applicant shall work with

the Public Works Department in regards to needed infrastructure and development during the Improvement Plan Review stage.

69. Existing utility easements shall be preserved. If existing utilities and/or easements are relocated for the benefit of a developer, that developer shall be fully responsible for the relocation including all expenses.
70. In conformance with the Subdivision Map Act, the developer shall permit installation of underground cable television delivery systems within public utility easements. All dwellings shall be made cable ready.
71. Prior to approval of Improvement Plans or Final Maps, the developer shall obtain any necessary easements for utilities across adjoining properties and signatures from the Irrigation District or other public agencies for relocated facilities.
72. All existing overhead utilities shall be placed underground with the exception of high voltage power lines. No new overhead utility lines and equipment shall be shown on Improvement Plans and Grading Plans.
73. Where the invert is six feet or greater below finish grade, a minimum clearance of five feet from lip of gutter to the edge of pipe shall be provided for underground utility lines.

Water:

74. The proposed project shall conform to the requirements of the Los Banos Water Master Plan, including payment of the water connection impact fee.
75. Approved backflow devices shall be installed as required.
76. Domestic water services shall not be placed in driveways.

Sewer:

77. The developer shall construct all on-site and off-site sewer facilities necessary to serve the project, subject to reimbursement for over-sizing, as determined by the City.
78. Prior to submission of improvement plans for the first phase of development, a Master Sewer Plan for the development shall be submitted, reviewed, and approved by the Public Works Director/City Engineer.

Storm Drainage:

79. Final Improvement Plans for the storm drainage system shall utilize the TR-55 analysis method.
80. Prior to acceptance of Final Improvement Plans, the applicant shall submit verification from the manufacturer that the pump station capacity or other alternative storm water discharge, metering, and conveyance system..
81. All development shall comply with the Phase II storm water regulations and the City's MS4 Storm Water Permit.
82. Final Improvement Plans for the storm drainage system shall be submitted to the City and reviewed and approved by the City Engineer prior to issuance of a grading permit.
83. The Developer shall generate a Storm Water Pollution Prevention Plan (SWPPP) for pre and post construction best management practices (BMPs). A Notice of Intent (NOI) shall be submitted and approved prior to construction by the State Department of Water Resources.

Public Safety:

84. Fire department requirements for the placement of fire hydrants shall be complete prior to approval of development permits.
85. Fire hydrants shall be installed at locations approved during the Improvement Plan stage and shall be installed based upon City standards.
86. The developer, as specified by City development standards, shall install "Blue Dot" fire hydrant locators.
87. Each residence shall have a 6-inch lighted address numbers of contrasting color installed on the front elevations or alternative size as agreed to by developer and Fire Chief.
88. The developer shall comply with the City Fire Codes and regulations subject to Fire Department approval in regards to building requirements, fire hydrant placement, and sprinkler requirements.
89. Fire hydrants (or other methods approved by the Fire Chief) shall be in place and functioning prior to approval of the first residential building permit. Fire hydrants (or other methods approved by the Fire Chief) shall be operational to the satisfaction of the Fire Chief prior to combustible material being located on the site.
90. No combustible materials shall be on-site prior to the approval of the Fire Department.

91. Prior to placement of combustible materials on the site, two points of all-weather access, at least one paved, shall be provided for each phase, to the satisfaction of the Fire Chief.
92. Street names shall be approved by the Fire Department.
93. Paved surface streets shall be a minimum of 32-feet curb-to-curb.
94. Minimum water lines shall be 8-inch.
95. Driveways, parking lots, water lines, fire hydrants, and underground utilities shall be completed prior to issuance of building permits.
96. Upon completion and approval of the project plans, a CD shall be submitted to the Fire Department providing information on street layout, hydrant locations, water mains, storm drain inlets (i.e. Fire Department pre-planning).

Public Works

97. All improvements shall conform to the latest addition of the Los Banos Municipal Code and the Standards and Specifications.
98. All existing groundwater wells within the map boundary shall be abandoned to Merced County standards. The City will require copies of the well destruction permits.
99. Streetlights are to be installed per City Standards. They shall be "Cobra" style with LED lights. The streetlights shall meet the illumination standards in the City Street Light standards.
100. Streets shall be designed per the City's Improvement Standards and Specifications. The following Traffic Index's shall be used: cul-de-sac, 4.0; local streets, 5.0.
101. Prior to recordation of the Final Map, a Subdivision Improvement Agreement shall be signed between the Developer and the City. The Agreement shall outline fees, performance dates, bonding and insurance requirements, and other pertinent requirements of the project.
102. An Improvement Plan, reviewed and approved for conformance by the Public Works Director/City Engineer, shall be designed and approved before the Final Map is recorded.
103. Prior to the approval of the Improvement Plans, the street sections for all streets shall be approved by the Public Works Director/City Engineer.

104. Curb returns shall be done per City of Los Banos Standards and Specifications.
105. The Vesting Tentative Map shall remove City Engineer's Certificate.
106. Traffic calming measures shall be incorporated at all four (4) main intersections including Colombia Drive and De Anza Way.
107. Traffic calming measure shall include but not be limited to speed cushions as approved by the City. These traffic calming measures shall be part of the signage and striping plan.
108. The Vesting Tentative Tract Map shall show the retention basin's outlet and pump station or other alternative storm water discharge, metering, and conveyance system.
- ~~109. The applicant shall provide stubs for future utility connections for the following APNs: 083-100-007, 083-100-008 and 083-100-009.~~
110. Developer shall pay half cost of full street improvements of Radcliff Drive per City Standards prior to recording of first Final Map. Developer shall dedicate the Right-of-way for Radcliff Drive prior to recording of first Final Map.

Landscaping:

111. All residential lots shall have fully landscaped front yards prior to occupancy of each dwelling. Front yard landscape plans shall be submitted with the development Master Plans prior to building permit issuance and shall be approved by the Public Works Director/City Engineer and Community and Economic Development Director.
112. Draught tolerant planting may replace front yard turf as approved by the Community and Economic Development Department and Public Works Department.
113. The developer shall comply with the adopted street tree ordinance.
114. Masonry walls shall be landscaped with vines to discourage graffiti.
115. The applicant shall submit landscape and irrigation plans with each phase of the improvement plans for City review and approval of streetscape landscaping.
116. Landscape plans for single-family residences shall utilize drought tolerant plantings for no less than 75 percent of front yards. Turf varieties shall be chosen for drought tolerance. Irrigation systems shall be set to minimize

water use and spillage onto paved areas.

117. Landscape plans shall emphasize deciduous shade tree plantings to the south and west of buildings.
118. Landscaping along streets shall utilize all drought tolerant plantings. Irrigation systems shall be designed and operated to minimize water use and spillage onto paved areas. The applicant shall submit an irrigation conservation plan for the approval of the Public Works Director/City Engineer. The irrigation conservation plan shall indicate the amount of water applied in each zone, frequency of irrigation, method of matching irrigation to soil moisture conditions, and for drought-tolerant plantings, an irrigation reduction or phase out plan when plantings are well-established.
119. Landscape plans shall be designed in accordance with Title 9, Chapter 6, Water Efficient Landscape Ordinance of the Los Banos Municipal Code.

Architecture

120. All development shall conform to the City's applicable design guidelines and standards.
121. The interface between the street and houses shall be designed to alleviate the monotony of straight building lines along the street frontage, and facilitation of a "pedestrian friendly" streetscape that encourages community interaction. Possible approaches include, but are not limited to: varying the size of individual dwellings, staggering the front yard setbacks, varying exterior building materials and colors, articulating building facades, including enhanced fenestration and trim, trellis work, or large porches on front elevations, setting garages back from the living areas, and/or utilizing extensive landscaping.
122. Development of the project is subject to approval by the Design Review Committee prior to issuance of any building permits.

Fencing:

123. Where the project boundary abuts existing good-neighbor residential fences, the Developer shall replace with new fences in accordance with the requirements of the Los Banos Municipal Code.
124. The developer shall install a decorative masonry wall along the entire **western** property line.

Notice: this approval may contain fees, dedications, reservations or other exactions as defined by the Mitigation Fee Act (Government Code Section 66000 et seq.). This notice triggers the 90 day protest period as provided for by the Mitigation Fee Act.



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: November 6, 2019

TYPE OF REPORT: Consent Item

SUBJECT: Final Tract Map No. 2001-02 for Mission Village South, Phase 3C

Recommendation:

That the City Council adopts the Resolution approving Final Tract Map No. 2001-02 for Mission Village South, Phase 3C and accompanying Subdivision Improvement Agreement.

Background:

The Tentative Tract Map No. 2001-02 was approved by the City of Los Banos Planning Commission on April 25, 2001 by Resolution No. 2001-17. In December 2018, the Public Works staff was contacted by the developer, Stonefield Home, Inc., a California Corporation, for Final Map approval.

Discussion:

The subject is generally located within the area bounded by Mission Village South Phase 3B to the north, Las Palmas Road to the east, Willmott Road to the south, and APN. 428-280-002 to the west, more specifically identified as APN. 428-280-010. The applicant is Stonefield Home, Inc., a California Corporation. The map consists of 58 single family lots on 12.14± acres. This Final Tract Map is in substantial compliance with Tentative Subdivision Map No. 2001-02.

Fiscal Impact:

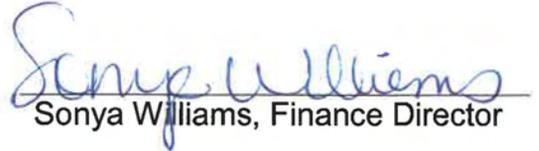
Financial security as required by the Subdivision Improvement Agreement, the Subdivision Map Act and Los Banos Municipal Code has been deposited with the City.

All required processing, development, plan check and inspection fees have been paid.
All bonds have been paid to Merced County.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Exhibit A Legal Description

Exhibit B Final Map

Site Map

Subdivision Improvement Agreement

Exhibit A Engineers Estimate

Exhibit B Conditions of Approval

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING AND
ADOPTING FINAL TRACT MAP NO. 2001-02
MISSION VILLAGE SOUTH PHASE 3C AND
ACCOMPANYING SUBDIVISION IMPROVEMENT
AGREEMENT**

WHEREAS, there has been submitted to the City Council of the City of Los Banos Tract Map No. 2001-02 Mission Village South, Phase 3C, and accompanying Subdivision Improvement Agreement; and,

WHEREAS, the single-family residential subdivision consists of 58 residential lots consisting of 14.21± acres; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby approve and adopt Final Tract Map No. 2001-02 Mission Village South, Phase 3C and accompanying Subdivision Improvement Agreement for the real property described in Exhibit "A", shown in Exhibit "B" and authorize recording based upon the following findings:

1. Final Map is in substantial compliance with Tentative Map No. 2001-02.
2. Financial security as required by the Subdivision Improvement Agreement, Subdivision Map Act, and Los Banos Municipal Code has been deposited with the City.
3. All required processing, development, plan check, and inspection fees have been paid.
4. All bonds have been paid to Merced County.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of November, 2019, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Exhibit A
Legal Description

For APN/Parcel ID(s): 428-280-010-000

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

Lot B of Tract No. 2001-02 Mission Village South, Phase 3B recorded April 4, 2019 in Book 81 of Maps, Page 10, Merced County Records.

Excepting the property rights excepted and reserved in Deed recorded April 29, 1936 in Book 502 of Official Records, Page 108, as Instrument No. 4124, Merced county Records, by Bank of America National Trust and Savings Association, a national banking association.

Said property rights being an undivided $\frac{1}{2}$ interest in all oil, gas and other hydrocarbons and minerals with the right of entry.

OWNER'S STATEMENT

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

OWNER: STONEFIELD HOME, INC. A CALIFORNIA CORPORATION

BY: Greg Hostetler DATE: 7-30-19
GREG HOSTETTLER - MANAGER

TRUSTEE: FIDELITY NATIONAL TITLE COMPANY

BY: Diane H. Robinson DATE: 7-31-19
Diane H. Robinson, Asst. V.P.
PRINT NAME AND TITLE

**TRACT NO. 2001-02
MISSION VILLAGE SOUTH,
PHASE 3C**

BEING A SUBDIVISION OF LOT B OF MISSION VILLAGE SOUTH, PHASE 3B, FILED IN BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12, LYING IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA
APRIL 2019

BENCHMARK ENGINEERING, INC.

407 J STREET, LOS BANOS, CALIFORNIA, 93635

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STONEFIELD HOMES, INC. IN JULY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LOS BANOS, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 18 DAY OF August, 2019

Michael Halterman
MICHAEL HALTERMAN L.S. 8040



CITY SURVEYOR'S STATEMENT

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

DATED THIS ___ DAY OF ___, 20__

Ryan J. Schess, P.L.S. 8366
REVIEWING CITY SURVEYOR

CITY ENGINEER'S STATEMENT

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

DATED THIS ___ DAY OF ___, 20__

Mark Fachin, R.C.E. 34614
CITY ENGINEER

CITY CLERK'S STATEMENT

I, LUCILLE L. MALLONEE, CITY CLERK OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, DO HEREBY STATE THAT AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, HELD ON THIS ___ DAY OF ___, 20__, THE ACCOMPANYING FINAL MAP OF TRACT NO. 2001-02, MISSION VILLAGE SOUTH, PHASE 3C WAS APPROVED; ACCEPTED ON BEHALF OF THE PUBLIC, FOR PUBLIC USE; THE OFFER OF DEDICATION IN EASEMENT OF ALL PUBLIC UTILITY EASEMENTS (PUE); AND ACCEPTED THE OFFER OF DEDICATION IN FEE OF THE STREET RIGHTS-OF-WAY; ALL AS SHOWN ON THIS FINAL MAP, SUBJECT TO ACCEPTANCE OF IMPROVEMENTS.

DATED THIS ___ DAY OF ___, 20__

Lucille L. Mallonee, City Clerk
CITY OF LOS BANOS

RECORDER'S STATEMENT

FILED THIS ___ DAY OF ___, 20__, AT ___ O'CLOCK ___ M.

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

AT THE REQUEST OF STONEFIELD HOMES, INC.

FEE: _____

Barbara J. Levey, County Recorder BY: _____, DEPUTY

BOOK ___ PAGE ___ SHEET 1 OF 4

NOTARY STATEMENT

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

STATE OF CALIFORNIA
COUNTY OF Merced

ON July 30, 2019, BEFORE ME, A. Gonzalez

A NOTARY PUBLIC, PERSONALLY APPEARED Greg Hostetler

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

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

WITNESS MY HAND
SIGNATURE: A. Gonzalez COMMISSION NUMBER: 2135812

PRINCIPAL COUNTY OF BUSINESS: Merced MY COMMISSION EXPIRES: 12/6/19

NOTARY STATEMENT

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

STATE OF CALIFORNIA
COUNTY OF Merced } s.s.

ON July 31, 2019, BEFORE ME, Irma Lopez

A NOTARY PUBLIC, PERSONALLY APPEARED
Diane H. Robinson

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

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

WITNESS MY HAND
SIGNATURE: Irma Lopez COMMISSION NUMBER: 2147549

PRINCIPAL COUNTY OF BUSINESS: Merced MY COMMISSION EXPIRES: April 23, 2020
DATE: 7/26/2019 8:48 FILE: M:\2019\22\Survey Drawings\PHASE 3C\3C SHEET1.dwg



OMITTED SIGNATURE STATEMENT:

PURSUANT TO SECTION 66403(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

TYPE OF INTEREST: EASEMENT FOR PUBLIC STREET/ROAD, TELEPHONE, TELEGRAPH AND ELECTRIC POWER LINES, PIPE LINES, SEWERS, DRAINAGE DITCHES, CANALS, RECLAMATION AND IRRIGATION WORKS, AND MAINTENANCE

IN FAVOR OF: MILLER AND LUX, INC.
DEED REFERENCE: BOOK 338 OF OFFICIAL RECORDS, PAGE 376, M.C.R., RECORDED 7 AUGUST, 1931
NOTES: LOCATION OF EASEMENT IS NOT ASCERTAINABLE FROM RECORD

PLANNING COMMISSION STATEMENT

I, STACY SOUZA ELMS, DIRECTOR FOR THE CITY OF LOS BANOS COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. 2001-02, MISSION VILLAGE SOUTH, PHASE 3C, AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION ON ___ DAY OF ___, 20__ . AND THAT THIS FINAL MAP OF TRACT NO. 2001-02, MISSION VILLAGE SOUTH, PHASE 3C COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS ___ DAY OF ___, 20__

Stacy Souza Elms, Community and Economic Development Director
CITY OF LOS BANOS

RIGHT TO FARM STATEMENT

PER MERCED COUNTY ORDINANCE NO. 121.3:

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

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

Exhibit B

NOTES

1. ALL BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.

BASIS OF BEARINGS

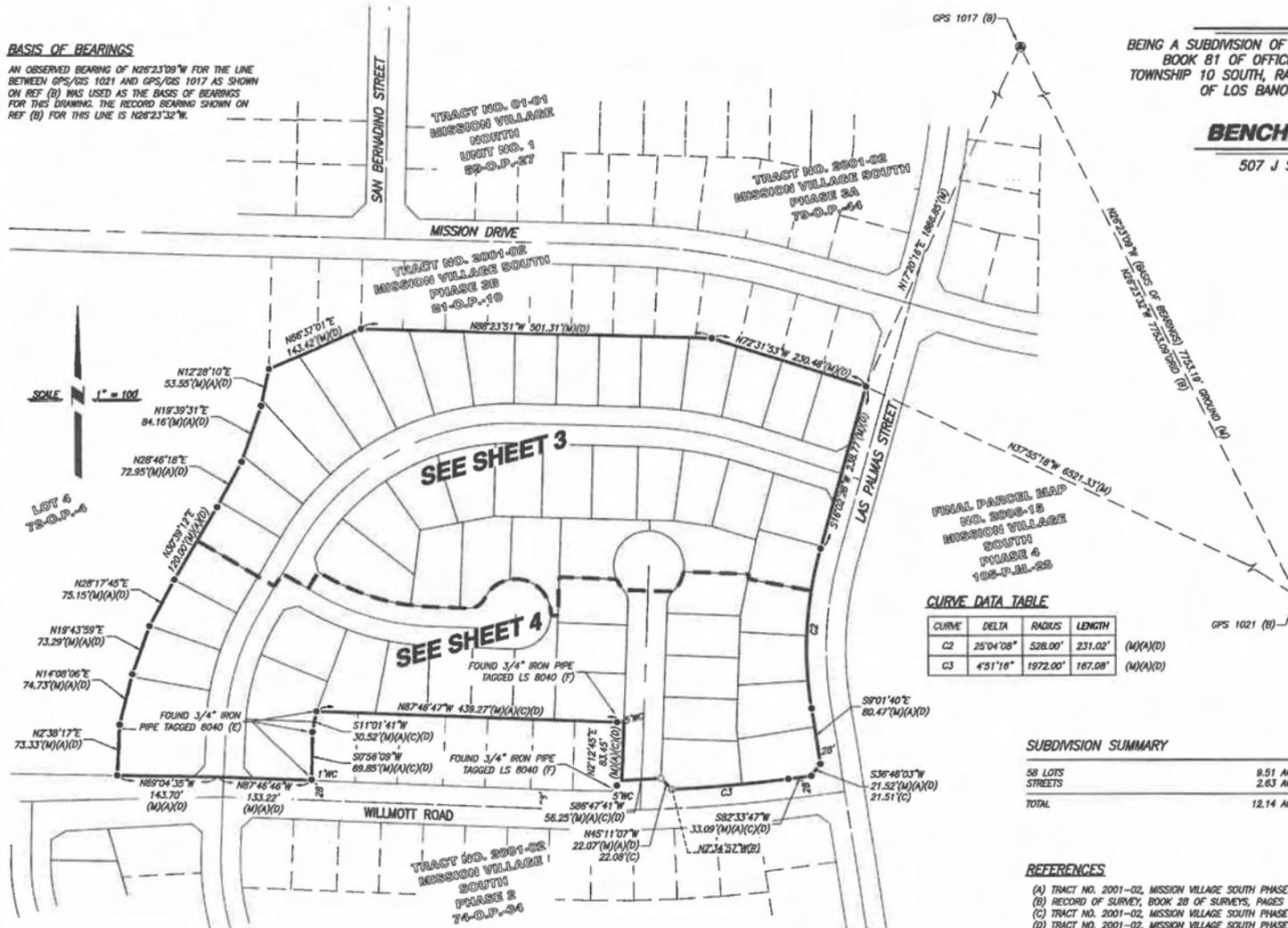
AN OBSERVED BEARING OF N26°23'09"W FOR THE LINE BETWEEN GPS/GIS 1021 AND GPS/GIS 1017 AS SHOWN ON REF (B) WAS USED AS THE BASIS OF BEARINGS FOR THIS DRAWING. THE RECORD BEARING SHOWN ON REF (B) FOR THIS LINE IS N26°23'32"W.

**TRACT NO. 2001-02
MISSION VILLAGE SOUTH,
PHASE 3C**

BEING A SUBDIVISION OF LOT B OF MISSION VILLAGE SOUTH, PHASE 3B, FILED IN BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12, LYING IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA
APRIL 2019

BENCHMARK ENGINEERING, INC.

507 J STREET, LOS BANOS, CALIFORNIA, 93635



- LEGEND**
- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
 - FOUND MONUMENT PER (D), OR AS NOTED
 - ⊙ FOUND MONUMENT IN MONUMENT WELL PER (D), OR AS NOTED
 - ⊕ FOUND GPS MONUMENT, AS SHOWN PER (B).
 - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
 - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 IN MONUMENT WELL
 - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 AT ALL REAR LOT CORNERS, AND LOT ANGLE POINTS, UNLESS NOTED AS A WITNESS CORNER
 - ⊗ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AT 1.00' MEASURED PERPENDICULAR OR RADially FROM RIGHT-OF-WAY ANGLE AND CURVE POINTS
 - ⊙ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AT 1.00 FOOT PROJECTION OF ALL LOT LINE INTO STREET.

CURVE DATA TABLE

CURVE	DELTA	RADIUS	LENGTH	
C2	25°04'08"	526.00'	231.02'	(M)(A)(D)
C3	4°51'18"	1972.00'	187.08'	(M)(A)(D)

SUBDIVISION SUMMARY

58 LOTS	9.51 ACRES
STREETS	2.63 ACRES
TOTAL	12.14 ACRES

- REFERENCES**
- (A) TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 3A, BOOK 79 OF OFFICIAL PLATS, PAGES 44 TO 47
 - (B) RECORD OF SURVEY, BOOK 28 OF SURVEYS, PAGES 9 TO 12
 - (C) TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 2, BOOK 74 OF OFFICIAL PLATS, PAGES 34 TO 39
 - (D) TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 3B, BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12
 - (E) CORNER RECORD 2843-4, ON FILE WITH MERCED COUNTY SURVEYOR
 - (F) CORNER RECORD 2843-R, ON FILE WITH MERCED COUNTY SURVEYOR

LEGEND:

- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
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- O.P. OFFICIAL PLATS
P.M. PARCEL MAP
(M) MEASURED ON THIS SURVEY
(R) RADIAL BEARING
SFN SEARCHED, FOUND NOTHING
PUE PUBLIC UTILITY EXASMENT
C42 CURVE TABLE REFERENCE
WC WITNESS CORNER

REFERENCES

- (A) TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 3A, BOOK 79 OF OFFICIAL PLATS, PAGES 44 TO 47
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NOTES

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- 3. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.

**TRACT NO. 2001-02
MISSION VILLAGE SOUTH,
PHASE 3C**

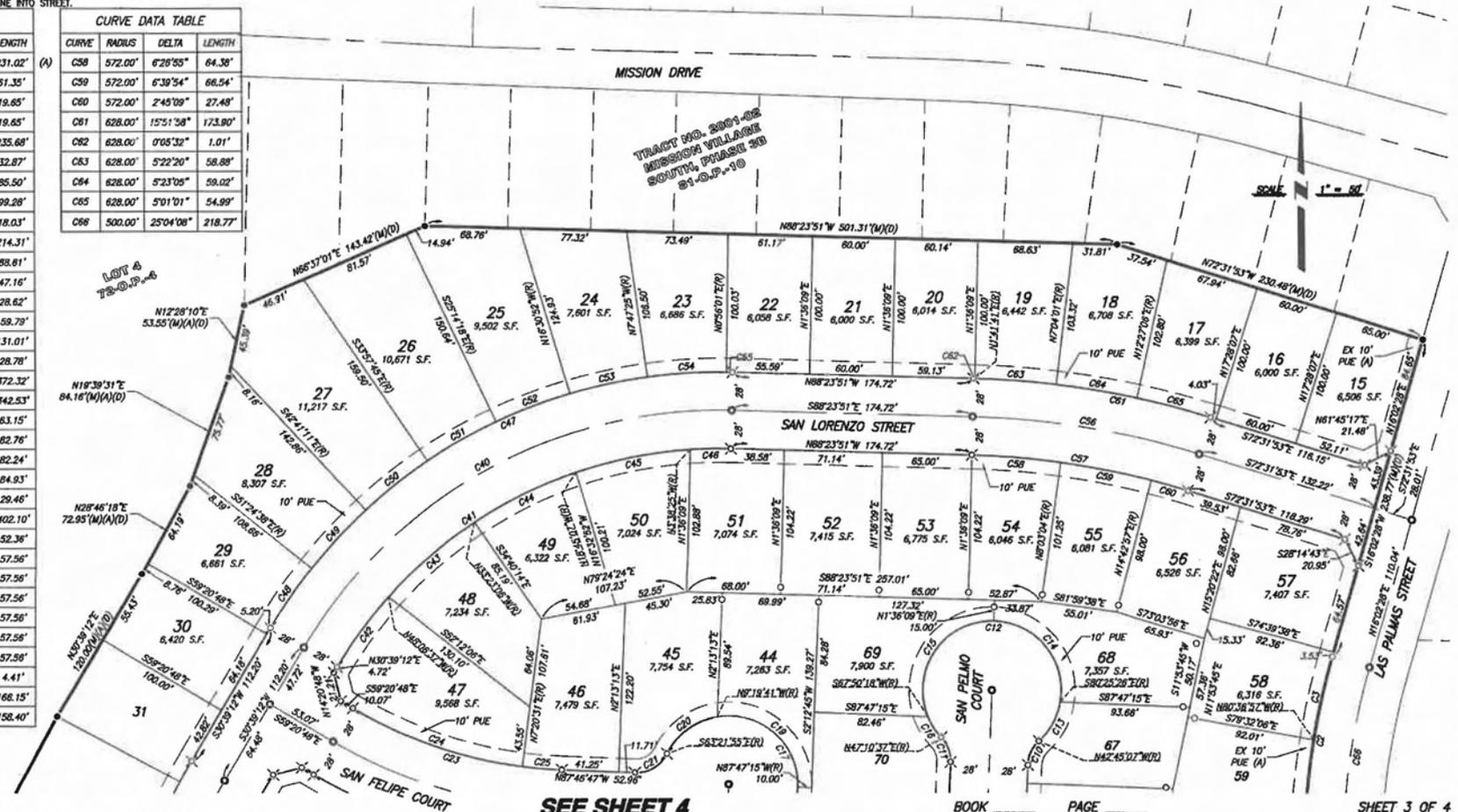
BEING A SUBDIVISION OF LOT B OF MISSION VILLAGE SOUTH, PHASE 3B, FILED IN BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12, LYING IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA
APRIL 2019

BENCHMARK ENGINEERING, INC.

507 J STREET, LOS BANOS, CALIFORNIA, 93635

CURVE	RADIUS	DELTA	LENGTH
C2	528.00'	25°04'08"	231.02'
C3	528.00'	6°39'25"	61.35'
C10	25.00'	45°02'08"	19.65'
C11	25.00'	45°02'08"	19.65'
C12	80.00'	27°04'17"	235.68'
C13	50.00'	37°40'19"	32.87'
C14	50.00'	87°58'26"	85.50'
C15	50.00'	113°45'51"	99.28'
C16	50.00'	20°39'41"	18.03'
C17	50.00'	245°35'08"	214.31'
C19	50.00'	101°32'26"	88.81'
C20	50.00'	54°02'14"	47.16'
C21	25.00'	65°35'08"	28.62'
C23	322.00'	28°25'59"	159.79'
C24	322.00'	23°18'40"	131.01'
C25	322.00'	5°07'18"	28.78'
C40	350.00'	60°56'57"	372.32'
C41	322.00'	60°56'57"	342.53'
C42	322.00'	11°14'11"	63.15'
C43	322.00'	14°43'31"	82.76'
C44	322.00'	14°37'59"	82.24'
C45	322.00'	15°06'41"	84.93'
C46	322.00'	5°14'35"	29.46'
C47	378.00'	60°56'57"	402.10'
C48	378.00'	7°56'10"	52.36'
C49	378.00'	8°43'27"	57.56'
C50	378.00'	8°43'27"	57.56'
C51	378.00'	8°43'27"	57.56'
C52	378.00'	8°43'27"	57.56'
C53	378.00'	8°43'27"	57.56'
C54	378.00'	8°43'27"	57.56'
C55	378.00'	0°40'08"	4.41'
C56	600.00'	15°51'58"	168.15'
C57	572.00'	15°51'58"	158.40'

CURVE	RADIUS	DELTA	LENGTH
C58	572.00'	6°28'55"	64.38'
C59	572.00'	6°39'54"	66.54'
C60	572.00'	2°45'09"	27.48'
C61	628.00'	15°51'58"	173.80'
C62	628.00'	0°05'39"	1.01'
C63	628.00'	5°22'20"	58.88'
C64	628.00'	5°23'05"	59.02'
C65	628.00'	5°01'01"	54.99'
C66	500.00'	25°04'08"	218.77'



LEGEND:

NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER

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- O.P. OFFICIAL PLATS
- P.M. PARCEL MAP
- (M) MEASURED ON THIS SURVEY
- (R) RADIAL BEARING
- SFN SEARCHED, FOUND NOTHING
- PUE PUBLIC UTILITY EASEMENT
- C42 CURVE TABLE REFERENCE
- WC WITNESS CORNER

REFERENCES

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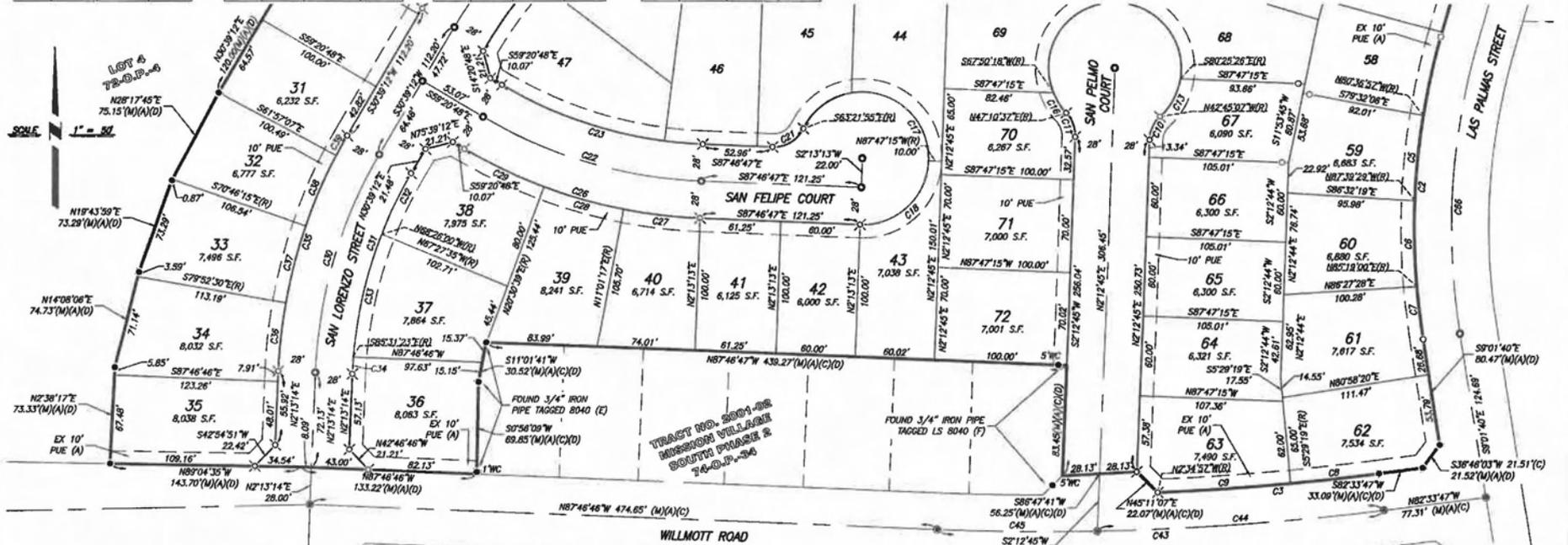
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APRIL 2019

BENCHMARK ENGINEERING, INC.

507 J STREET, LOS BANOS, CALIFORNIA, 93635

CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	
C2	528.00'	25°04'08"	231.02'	(A)	C11	25.00'	45°02'08"	19.65'	C26	378.00'	28°25'59"	187.58'	C34	322.00'	2°15'23"	12.68'	C45	2000.00'	3°27'54"	120.95'
C3	1972.00'	4°51'16"	167.08'	(A)	C13	50.00'	37°40'19"	32.87'	C27	378.00'	8°48'04"	58.06'	C35	378.00'	28°10'35"	172.70'	C86	500.00'	25°04'08"	218.77'
C5	528.00'	7°02'32"	64.90'		C16	50.00'	20°39'41"	18.03'	C28	378.00'	9°29'22"	62.61'	C36	378.00'	7°54'16"	52.15'				
C6	528.00'	7°01'32"	64.74'		C17	50.00'	24°35'08"	214.31'	C29	378.00'	10°08'32"	66.91'	C37	378.00'	9°06'15"	60.08'				
C7	528.00'	4°20'40"	40.04'		C18	50.00'	90°00'28"	78.55'	C30	350.00'	28°25'58"	173.68'	C38	378.00'	8°49'08"	58.18'				
C8	1972.00'	1°58'54"	67.06'		C21	25.00'	65°35'08"	28.62'	C31	322.00'	28°10'35"	147.11'	C39	378.00'	2°36'19"	17.19'				
C9	1972.00'	2°54'22"	100.02'		C22	350.00'	28°25'59"	173.68'	C32	322.00'	9°05'12"	51.07'	C43	2000.00'	5°39'27"	337.11'	(M)(A)(C)			
C10	25.00'	45°02'08"	19.65'		C23	322.00'	28°25'59"	159.79'	C33	322.00'	17°05'23"	96.04'	C44	2000.00'	6°11'33"	216.16'				



OWNER'S STATEMENT

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

OWNER: STONEMFIELD HOME, INC. A CALIFORNIA CORPORATION

BY: [Signature] DATE: 7-30-19
GREG HOSTETLER - MANAGER

TRUSTEE: FIDELITY NATIONAL TITLE COMPANY

BY: [Signature] DATE: 7-31-19
Diane H. Robinson, Asst. U.P.
Diane H. Robinson, Asst. U.P.
PRINT NAME AND TITLE

**TRACT NO. 2001-02
MISSION VILLAGE SOUTH,
PHASE 3C**

BEING A SUBDIVISION OF LOT B OF MISSION VILLAGE SOUTH, PHASE 3B, FILED IN BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12, LYING IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA
APRIL 2019

BENCHMARK ENGINEERING, INC.

507 J STREET, LOS BANOS, CALIFORNIA, 93635

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STONEMFIELD HOMES, INC. IN JULY 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE SAID SUBDIVISION IMPROVEMENTS ARE ACCEPTED BY THE CITY OF LOS BANOS, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 15th DAY OF AUGUST, 2019

[Signature]
MICHAEL HALTERMAN L.S. 8040



CITY SURVEYOR'S STATEMENT

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

DATED THIS ___ DAY OF ___, 20__

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

CITY ENGINEER'S STATEMENT

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

DATED THIS ___ DAY OF ___, 20__

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

CITY CLERK'S STATEMENT

I, LUCILLE L. MALLONEE, CITY CLERK OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, DO HEREBY STATE THAT AT THE REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, HELD ON THIS ___ DAY OF ___, 20__, THE ACCOMPANYING FINAL MAP OF TRACT NO. 2001-02, MISSION VILLAGE SOUTH, PHASE 3C WAS APPROVED; ACCEPTED ON BEHALF OF THE PUBLIC, FOR PUBLIC USE; THE OFFER OF DEDICATION IN EASEMENT OF ALL PUBLIC UTILITY EASEMENTS (PUE); AND ACCEPTED THE OFFER OF DEDICATION IN FEE OF THE STREET RIGHTS-OF-WAY; ALL AS SHOWN ON THIS FINAL MAP, SUBJECT TO ACCEPTANCE OF IMPROVEMENTS.

DATED THIS ___ DAY OF ___, 20__

LUCILLE L. MALLONEE, CITY CLERK
CITY OF LOS BANOS

RECORDER'S STATEMENT

FILED THIS ___ DAY OF ___, 20__, AT ___ O'CLOCK ___ M.
IN BOOK ___ OF OFFICIAL PLATS, AT PAGES ___, M.C.R.
AT THE REQUEST OF STONEMFIELD HOMES, INC.

BARBARA J. LEVEY, COUNTY RECORDER BY: _____, DEPUTY

NOTARY STATEMENT

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

STATE OF CALIFORNIA
COUNTY OF Merced
ON July 30, 2019, BEFORE ME, A. Gonzalez
A NOTARY PUBLIC, PERSONALLY APPEARED Greg Hostetler

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

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

WITNESS MY HAND
SIGNATURE: [Signature] COMMISSION NUMBER: 2135812
PRINCIPAL COUNTY OF BUSINESS: Merced MY COMMISSION EXPIRES: 12/6/19

NOTARY STATEMENT

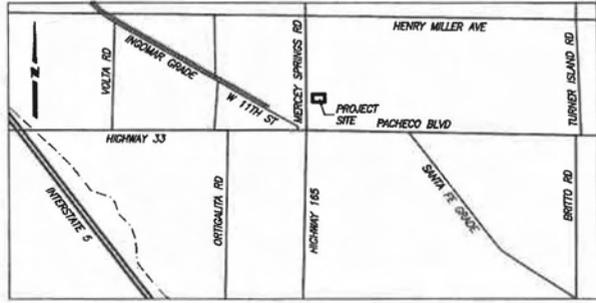
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STATE OF CALIFORNIA
COUNTY OF Merced } s.s.
ON July 31, 2019, BEFORE ME, IRMA LOPEZ
A NOTARY PUBLIC, PERSONALLY APPEARED
Diane H. Robinson

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

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WITNESS MY HAND
SIGNATURE: [Signature] COMMISSION NUMBER: 2147549
PRINCIPAL COUNTY OF BUSINESS: Merced MY COMMISSION EXPIRES: April 23, 2020
DATE: 7/26/2019 8:48 FILE: M:\2019282\Survey Drawings\PHASE 3C\3C SHEET1.dwg



OMITTED SIGNATURE STATEMENT:

PURSUANT TO SECTION 66438(a)(3)(A)(i) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

TYPE OF INTEREST: EASEMENT FOR PUBLIC STREET/ROAD, TELEPHONE, TELEGRAPH AND ELECTRIC POWER LINES, PIPE LINES, SEWERS, DRAINAGE DITCHES, CANALS, RECLAMATION AND IRRIGATION WORKS, AND MAINTENANCE
IN FAVOR OF: MILLER AND LUK, INC.
DEED REFERENCE: BOOK 338 OF OFFICIAL RECORDS, PAGE 376, M.C.R., RECORDED 7 AUGUST, 1931
NOTES: LOCATION OF EASEMENT IS NOT ASCERTAINABLE FROM RECORD

PLANNING COMMISSION STATEMENT

I, STACY SOUZA ELMS, DIRECTOR FOR THE CITY OF LOS BANOS COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF TRACT NO. 2001-02, MISSION VILLAGE SOUTH, PHASE 3C, AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION ON THE ___ DAY OF ___, 20__, AND THAT THIS FINAL MAP OF TRACT NO. 2001-02, MISSION VILLAGE SOUTH, PHASE 3C COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS ___ DAY OF ___, 20__

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

RIGHT TO FARM STATEMENT

PER MERCED COUNTY ORDINANCE NO. 121.3:

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

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

NOTES

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2. ALL DISTANCES AND DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.
3. ALL RECORD INFORMATION SHOWN IS FROM MERCED COUNTY RECORDS.

BASIS OF BEARINGS

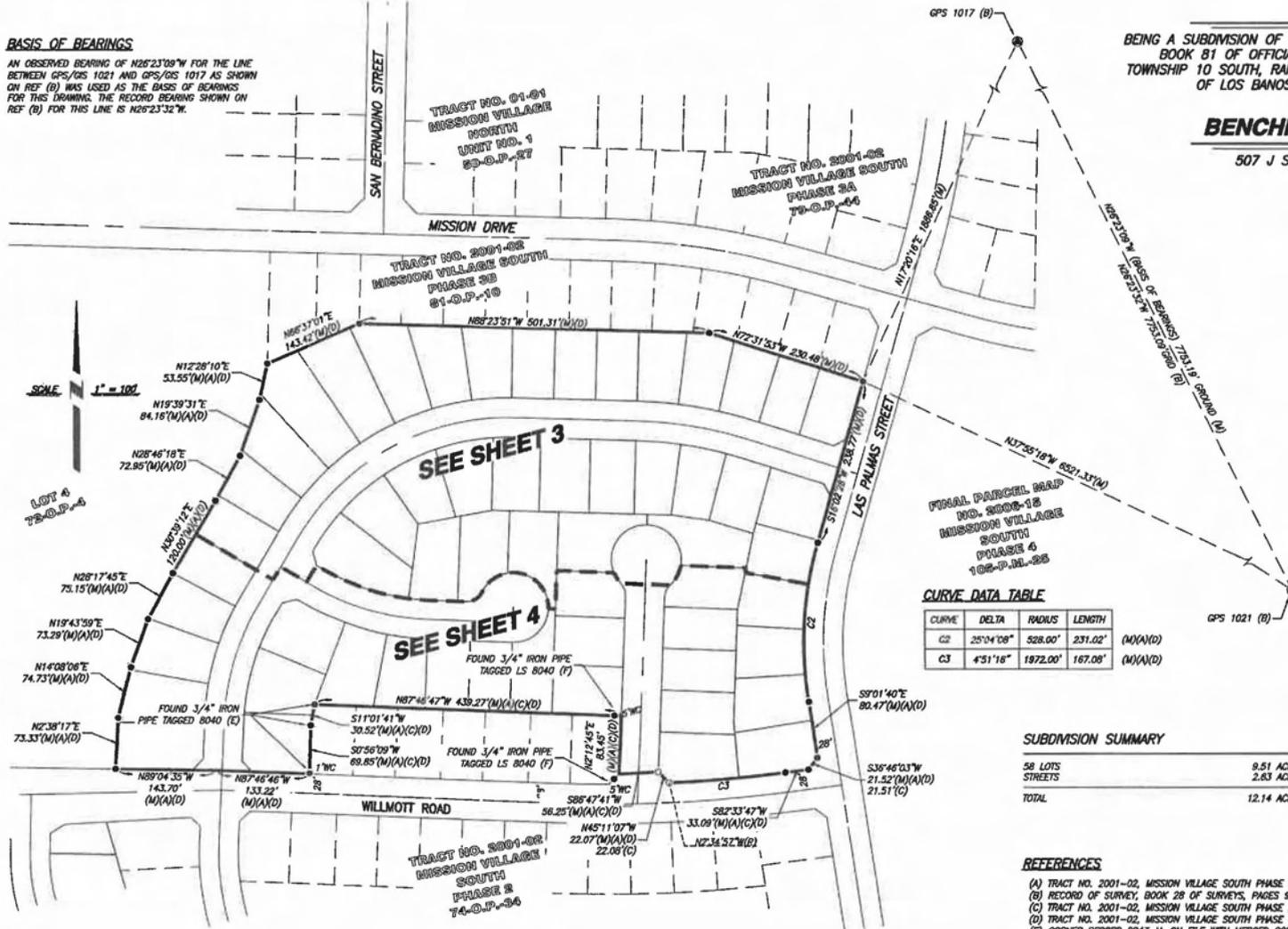
AN OBSERVED BEARING OF N26°23'09"W FOR THE LINE BETWEEN GPS/OS 1021 AND GPS/OS 1017 AS SHOWN ON REF (B) WAS USED AS THE BASIS OF BEARINGS FOR THIS DRAWING. THE RECORD BEARING SHOWN ON REF (B) FOR THIS LINE IS N26°23'32"W.

**TRACT NO. 2001-02
MISSION VILLAGE SOUTH,
PHASE 3C**

BEING A SUBDIVISION OF LOT B OF MISSION VILLAGE SOUTH, PHASE 3B, FILED IN BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12, LYING IN SECTION 13, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF LOS BANOS, COUNTY OF MERCED, STATE OF CALIFORNIA
APRIL 2019

BENCHMARK ENGINEERING, INC.

507 J STREET, LOS BANOS, CALIFORNIA, 93635



LEGEND

- NOTE: ALL PIPE SIZES ARE INSIDE DIAMETER
- FOUND MONUMENT PER (D), OR AS NOTED
 - ⊙ FOUND MONUMENT IN MONUMENT WELL PER (D), OR AS NOTED
 - ⊙ FOUND GPS MONUMENT, AS SHOWN PER (B).
 - SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040
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 - ⊙ SET 3/4" x 24" IRON PIPE, WITH PLASTIC PLUG STAMPED LS 8040 AT ALL REAR LOT CORNERS, AND LOT ANGLE POINTS, UNLESS NOTED AS A WITNESS CORNER
 - ⊗ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AT 1.00' MEASURED PERPENDICULAR OR RADIALY FROM RIGHT-OF-WAY ANGLE AND CURVE POINTS
 - ⊗ SET BRASS TAG STAMPED LS 8040 IN CONCRETE AT 1.00 FOOT PROJECTION OF ALL LOT LINE INTO STREET.
- O.P. OFFICIAL PLATS
P.M. PARCEL MAP
(M) MEASURED ON THIS SURVEY
(R) RADIAL BEARING
SFN SEARCHED, FOUND NOTHING
PUE PUBLIC UTILITY EASEMENT
C42 CURVE TABLE REFERENCE
WC WITNESS CORNER

CURVE DATA TABLE

CURVE	DELTA	RADIUS	LENGTH	
C2	25°14'08"	528.00'	231.02'	(M)(A)(D)
C3	4°31'16"	1972.00'	167.08'	(M)(A)(D)

SUBDIVISION SUMMARY

58 LOTS	9.51 ACRES
STREETS	2.63 ACRES
TOTAL	12.14 ACRES

REFERENCES

- TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 3A, BOOK 79 OF OFFICIAL PLATS, PAGES 44 TO 47
- RECORD OF SURVEY, BOOK 28 OF SURVEYS, PAGES 9 TO 12
- TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 2, BOOK 74 OF OFFICIAL PLATS, PAGES 34 TO 39
- TRACT NO. 2001-02, MISSION VILLAGE SOUTH PHASE 3B, BOOK 81 OF OFFICIAL PLATS, PAGES 10 TO 12
- CORNER RECORD 2843-11, ON FILE WITH MERCED COUNTY SURVEYOR
- CORNER RECORD 2843-R, ON FILE WITH MERCED COUNTY SURVEYOR

LEGEND:

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- O.P. OFFICIAL PLATS
P.M. PARCEL MAP
(M) MEASURED ON THIS SURVEY
(R) RADIAL BEARING
SFN SEARCHED, FOUND NOTHING
PUE PUBLIC UTILITY EASEMENT
CA2 CURVE TABLE REFERENCE
WC WITNESS CORNER

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**TRACT NO. 2001-02
MISSION VILLAGE SOUTH,
PHASE 3C**

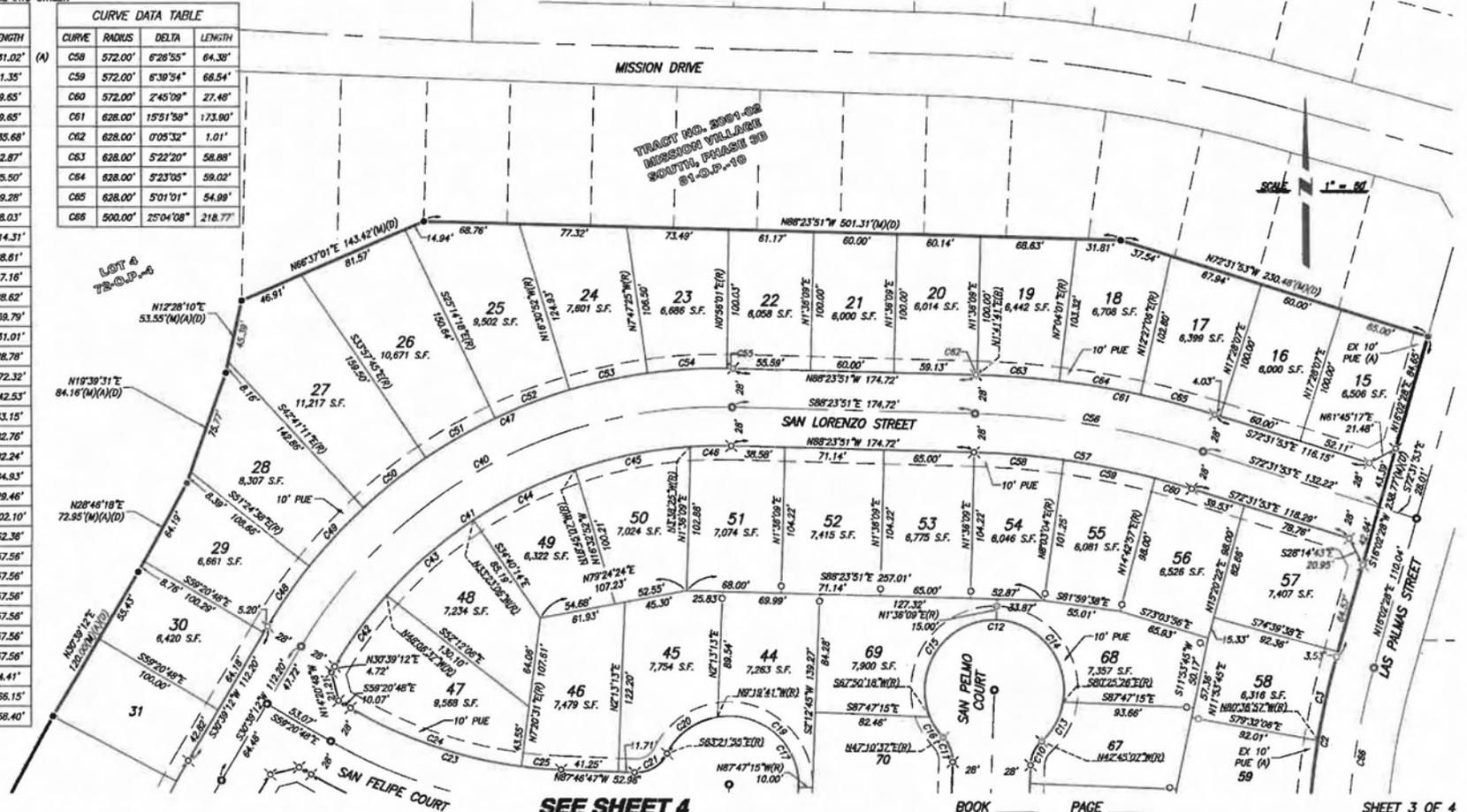
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APRIL 2019

BENCHMARK ENGINEERING, INC.

507 J STREET, LOS BANOS, CALIFORNIA, 93635

CURVE DATA TABLE			
CURVE	RADIUS	DELTA	LENGTH
C2	528.00'	25°04'08"	231.02'
C3	528.00'	6°39'25"	61.35'
C10	25.00'	45°02'08"	19.65'
C11	25.00'	45°02'08"	19.65'
C12	50.00'	27°04'17"	235.68'
C13	50.00'	37°40'19"	32.87'
C14	50.00'	97°58'26"	85.50'
C15	50.00'	11°34'51"	99.28'
C16	50.00'	20°39'41"	18.03'
C17	50.00'	245°35'08"	214.31'
C19	50.00'	101°32'26"	88.81'
C20	50.00'	54°02'14"	47.16'
C21	25.00'	65°35'08"	28.62'
C23	322.00'	28°25'59"	159.79'
C24	322.00'	23°18'40"	131.01'
C25	322.00'	5°07'18"	28.78'
C40	350.00'	80°56'57"	372.32'
C41	322.00'	80°56'57"	342.53'
C42	322.00'	11°14'11"	63.15'
C43	322.00'	14°43'31"	82.76'
C44	322.00'	14°37'59"	82.24'
C45	322.00'	15°06'41"	84.93'
C46	322.00'	5°14'35"	29.46'
C47	378.00'	60°56'57"	402.10'
C48	378.00'	7°56'10"	52.36'
C49	378.00'	8°43'27"	57.56'
C50	378.00'	8°43'27"	57.56'
C51	378.00'	8°43'27"	57.56'
C52	378.00'	8°43'27"	57.56'
C53	378.00'	8°43'27"	57.56'
C54	378.00'	8°43'27"	57.56'
C55	378.00'	0°40'08"	4.41'
C56	600.00'	15°51'58"	166.15'
C57	572.00'	15°51'58"	158.40'

CURVE DATA TABLE			
CURVE	RADIUS	DELTA	LENGTH
C58	572.00'	6°26'55"	64.38'
C59	572.00'	6°39'54"	68.54'
C60	572.00'	2°45'09"	27.46'
C61	628.00'	15°51'58"	173.90'
C62	628.00'	0°05'32"	1.01'
C63	628.00'	5°22'20"	58.88'
C64	628.00'	5°23'05"	59.02'
C65	628.00'	5°01'01"	54.99'
C66	500.00'	25°04'08"	218.77'



LEGEND:

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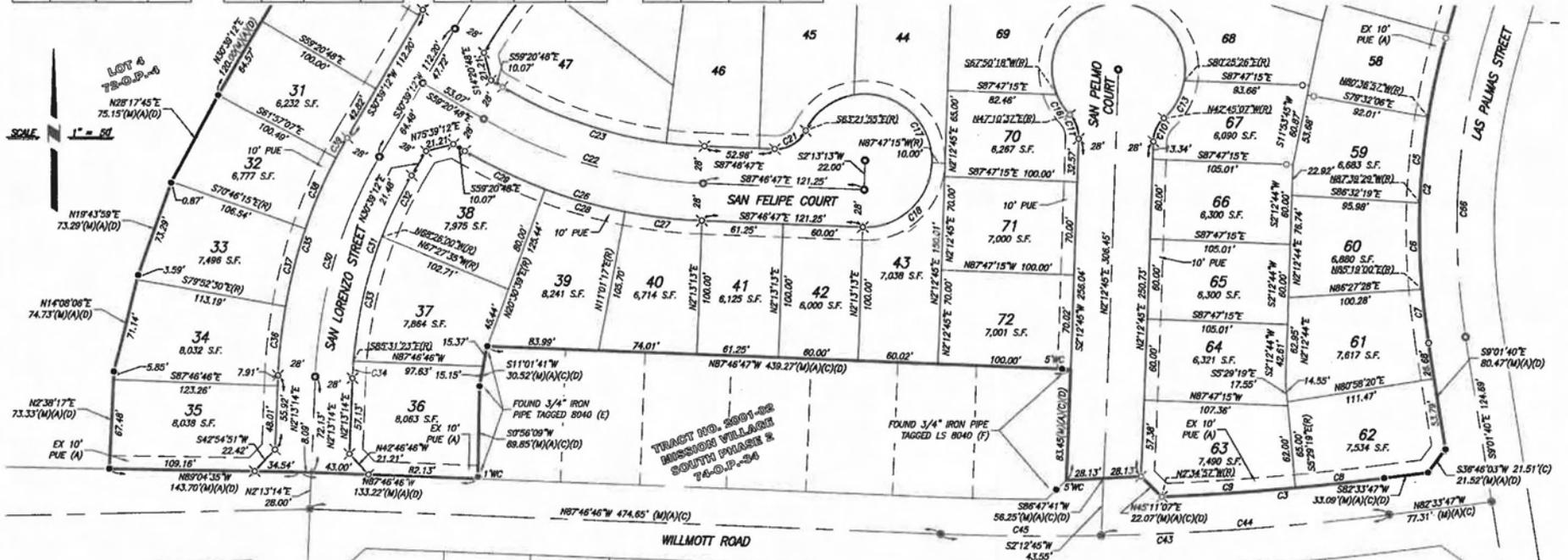
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CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				CURVE DATA TABLE				
CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	CURVE	RADIUS	DELTA	LENGTH	
C2	528.00'	25°04'08"	231.02'	(A)	C11	25.00'	45°02'08"	19.65'	C26	378.00'	28°25'59"	187.58'	C34	322.00'	2°15'23"	12.68'	C45	2000.00'	3°27'54"	120.85'
C3	1972.00'	4°31'16"	167.08'	(A)	C13	50.00'	37°40'19"	32.87'	C27	378.00'	8°48'04"	58.06'	C35	378.00'	28°10'35"	172.70'	C46	500.00'	25°04'08"	218.77'
C5	528.00'	7°02'32"	64.90'		C16	50.00'	20°39'41"	18.03'	C28	378.00'	9°29'22"	62.61'	C36	378.00'	7°54'16"	52.15'				
C6	528.00'	7°01'32"	64.74'		C17	50.00'	24°53'08"	214.31'	C29	378.00'	10°08'32"	66.91'	C37	378.00'	9°06'15"	60.06'				
C7	528.00'	4°20'40"	40.04'		C18	50.00'	9°00'28"	78.55'	C30	350.00'	28°25'58"	173.69'	C38	378.00'	8°49'08"	58.18'				
C8	1972.00'	1°58'54"	67.08'		C21	25.00'	65°35'08"	28.62'	C31	322.00'	26°10'35"	147.11'	C39	378.00'	2°36'19"	17.19'				
C9	1972.00'	2°54'22"	100.02'		C22	350.00'	28°25'59"	173.69'	C32	322.00'	9°05'12"	51.07'	C43	2000.00'	9°39'27"	337.11'	(M)(A)(C)			
C10	25.00'	45°02'08"	19.65'		C23	322.00'	28°25'59"	159.79'	C33	322.00'	17°05'23"	96.04'	C44	2000.00'	6°11'33"	216.16'				

SEE SHEET 3



SITE MAP
Mission Village South, Phase 3C



Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019, between STONEFIELD HOME, INC., a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract Map 2001-02 Mission Village South, Phase 3C, comprised of 58 residential lots, a total of 12.14± acres, a copy of which is on file at the City of Los Banos Community and Economic Development Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

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

WHEREAS, certain sections of the Los Banos Municipal Code require the DEVELOPER(S) to enter into this AGREEMENT with the CITY whereby DEVELOPER(S) agree to do, perform, and complete the works and matters hereinafter in this AGREEMENT mentioned

and set forth in detail, within the time hereinafter mentioned, in consideration of the acceptance of the offers of dedication by the CITY; and,

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. _____ to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2001-02.

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

SUBDIVISION AGREEMENT

1. That the CITY has fixed and does fix the time within which DEVELOPER(S) shall do and perform the work and improvements hereinafter specified and at such time during this period as designated by the Public Works Director/City Engineer of the CITY, but no later than the 30th day of December 2021, with the said provision that this time may be extended by consent of the City Council, and that the DEVELOPER(S) will, within the period of time stated herein above in this paragraph stated and fixed, do or cause to be done and performed, the following described work and improvements, (as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection, to-wit;

IMPROVEMENTS:

**ENGINEER'S
ESTIMATED COST:**

1. SITE PREPARATION	\$ 56,513.60
2. WATER	\$ 91,424.00
3. SANITARY SEWER	\$ 61,512.00
4. STORM DRAIN	\$ 43,547.00
5. CONCRETE WORK	\$ 163,973.75

6. PAVEMENT	\$ 219,801.05
7. ELECTROLIERS	\$ 22,500.00
8. MISCELLANEOUS	\$ 15,000.00
TOTAL	<u>\$ 674,271.40</u>

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the improvements, agreed to by the CITY for Performance at 100%, **\$674,271.40** and Labor and Materials at 50%, **\$337,135.70** and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of **\$67,427.14**.

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

FINAL MAP REVIEW

Charges for	\$ 3,065.01
Less: Map Review Deposit (Receipt# 1273133)	\$ (1,000.00)
Less: Map Review Payment (Receipt# 1379812)	\$ (2,065.01)
TOTAL	<u>\$ 0.00</u>

4. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for **\$674,271.40** (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

5. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map 2001-02 Mission Village South. All public improvements and utilities must be installed prior to occupancy of units.

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

7. Street lights shall be furnished and installed by the DEVELOPER(S). It is solely the DEVELOPER(S) responsibility to coordinate the installation of street lights with the Pacific Gas and Electric Company and pay any and all fees necessary for their installation. At the time of

acceptance, the street lights, including conductors to utility owner splice boxes, shall become the property of the CITY.

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

9. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

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

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

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

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

14. The DEVELOPER(S) agree that the use for any purpose and by any persons of any and all of the improvements herein before specified, shall be at the sole and exclusive risk of the DEVELOPER(S) at all times prior to final acceptance by the CITY of the completed improvements. Thereon and therein; provided, that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER(S) obligations and undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the improvements in said subdivision.

15. It is mutually agreed by the parties hereto that the Public Works Director/City Engineer shall have the right to reject any or all of the work to be performed under this AGREEMENT if such work does not conform with the plans and specifications mentioned herein or the ordinances of the CITY. Reinspection of corrected work shall be at the expense of the DEVELOPER(S). The

cost of such reinspection is not included in the Engineering and Inspection Fee described in Paragraph 4 of this AGREEMENT. Any damage to the sewer system, utilities, concrete work, or street paving that occurs after installation shall be repaired by the DEVELOPER(S) to the satisfaction of the Public Works Director/City Engineer by the DEVELOPER(S) before release of bond or final acceptance of completed work.

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

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

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

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

20. That the applicant furnish the CITY with a reproducible 8 1/2" x 11" map of the Final Map of this development prior to issuance of permits.
21. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map # 2001-02, prior to acceptance of public improvements or final of any housing units.
22. No work shall commence under the terms of this AGREEMENT prior to all of the following being completed: deposit of improvement security per City Council resolution; issuance of a Subdivision Improvements grading permit other than rough grading and site preparation; and payment of all required development fees.
23. All costs for engineering and inspection services which exceed the 5% fee specified above will be invoiced to the DEVELOPER(S) and must be paid in full prior to acceptance of the subject improvements by the CITY.
24. If construction of improvements has not begun within one (1) year from the date of this AGREEMENT, then prior to commencement of work the Public Works Director/City Engineer shall review the improvement plans and determine if revisions are required. In any case, a new engineer's cost estimate shall be submitted by the applicant to the Public Works Director/City Engineer. The applicant shall be responsible for any modification to the plans required by the Public Works Director/City Engineer and shall pay all plan check fees plus the difference in inspection fees due based on the new cost estimate.
25. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map #2001-02 and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.
26. The terms of this AGREEMENT are not intended to, nor do they, relieve the DEVELOPER(S) of any conditions of approval, compliance with City Standards or compliance with mitigation measures of adopted environmental documents, the compliance with which may be placed as a condition of permit issuance or occupancy.

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

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

STONEFIELD HOME, INC.
A California Corporation,

Greg Hostetler, President

PARTIES OF THE FIRST PART

ATTEST:

CITY OF LOS BANOS
A Municipal Corporation

Lucille L. Mallonee
City Clerk
City of Los Banos

Michael Villalta, Mayor

PARTIES OF THE SECOND PART

Signatures need to be notarized. Attach a Notary Acknowledgement.



EXHIBIT 'A'

BENCHMARK ENGINEERING INC.

CIVIL ENGINEERING & LAND SURVEYING

JOB #209262
September 10, 2019

**ENGINEERS BOND ESTIMATE
FOR
MISSION VILLAGE SOUTH PHASE 3C
58 LOTS
LOS BANOS, CA**

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
A. SITE PREPARATION					
1.	GRADING	SF	553,316	\$0.10	\$55,331.60
2.	REMOVE EXISTING BARRICADES	EA	3	\$250.00	\$750.00
3.	SAWCUT EXISTING PAVEMENT	LF	96	\$2.50	\$240.00
4.	REMOVE EXISTING PAVEMENT	SF	192	\$1.00	\$192.00
SUB-TOTAL					\$56,513.60
B. WATER					
1.	8" WATER	LF	2,414	\$16.00	\$38,624.00
2.	8" GATE VALVE	EA	4	\$1,300.00	\$5,200.00
3.	1" WATER SERVICE	EA	58	\$450.00	\$26,100.00
4.	FIRE HYDRANT WITH TEE, GATE VALVE, AND BURY	EA	5	\$3,500.00	\$17,500.00
5.	CONNECT 8" WATER EXISTING	EA	4	\$1,000.00	\$4,000.00
SUB-TOTAL					\$91,424.00
C. SEWER					
1.	8" SEWER	LF	1,758	\$14.00	\$24,612.00
2.	4" SEWER SERVICE	EA	58	\$300.00	\$17,400.00
3.	STANDARD MANHOLE	EA	6	\$2,500.00	\$15,000.00
4.	CONNECT 4" SERVICE TO EXISTING	EA	6	\$500.00	\$3,000.00
5.	CONNECT TO EXISTING	EA	3	\$500.00	\$1,500.00
SUB-TOTAL					\$61,512.00
D. STORM DRAIN					
1.	15" STORM DRAIN	LF	1,089	\$23.00	\$25,047.00
2.	STANDARD MANHOLE	EA	3	\$2,500.00	\$7,500.00
3.	CATCH BASIN	EA	7	\$1,500.00	\$10,500.00
4.	CONNECT TO EXISTING	EA	1	\$500.00	\$500.00
SUB-TOTAL					\$43,547.00
E. CONCRETE					
1.	6" VERTICAL CURB & GUTTER	LF	4,712	\$13.00	\$61,256.00
2.	SIDEWALK (INCLUDING RAMPS AND RETURNS)	LF	22,067	\$3.25	\$71,717.75
3.	HANDICAP RAMP (LABOR ONLY)	SF	4	\$500.00	\$2,000.00
4.	RESIDENTIAL DRIVEWAY	EA	58	\$500.00	\$29,000.00
SUB-TOTAL					\$163,973.75

MODESTO: 915 17th Street • Modesto, CA 95354 • 209.548.9300

LOS BANOS: 507 J Street • Los Banos, CA 93635 • 209.737.0900

ENGINEERS BOND ESTIMATE
MISSION VILLAGE SOUTH PHASE 3C
LOS BANOS, CA
JOB #209262
September 10, 2019
Page 2

ITEM	DESCRIPTION	UNIT	QUAN.	UNIT PRICE	AMOUNT
F. PAVEMENT					
1.	0.25' AC/0.83' AB	SF	17,217	\$3.15	\$54,233.55
2.	0.21' AC/0.63' AB	SF	64,067	\$2.50	\$160,167.50
3.	MONUMENT WELL	EA	18	\$300.00	\$5,400.00
SUB-TOTAL					\$219,801.05
G. ELECTROLIERS					
1.	150W STREET LIGHT	EA	9	\$2,500.00	\$22,500.00
SUB-TOTAL					\$22,500.00
H. MISCELLANEOUS					
1.	EROSION CONTROL	LS	1	\$10,000.00	\$10,000.00
2.	STRIPING AND SIGNAGE	LS	1	\$5,000.00	\$5,000.00
SUB-TOTAL					\$15,000.00
CONSTRUCTION TOTAL=====>					\$674,271.40
10% CONTINGENCY=====>					\$67,427.14
GRAND TOTAL=====>					\$741,698.54

NOTE:

1. THE ABOVE DEVELOPMENT COST ESTIMATE DOES **NOT** INCLUDE LAND, ADJACENT RIGHT-OF-WAY, INTEREST, TAXES, COMMISSIONS, LEGAL FEES, ENGINEERING FEES, GEOTECHNICAL FEES, CITY FEES. FEES CHARGED IN CONNECTION WITH A BUILDING PERMIT. PRICES REFLECT CURRENT NORMAL CONSTRUCTION COSTS AND ARE SUBJECT TO CHANGE.

EXHIBIT 'B'

EXHIBIT F
VESTING TENTATIVE MAP AND
CONDITIONS OF APPROVAL

VESTING TENTATIVE SUBDIVISION MAP OF MISSION VILLAGE (SOUTH)

LOS BANOS, MERCED CO., CALIFORNIA



VICINITY MAP

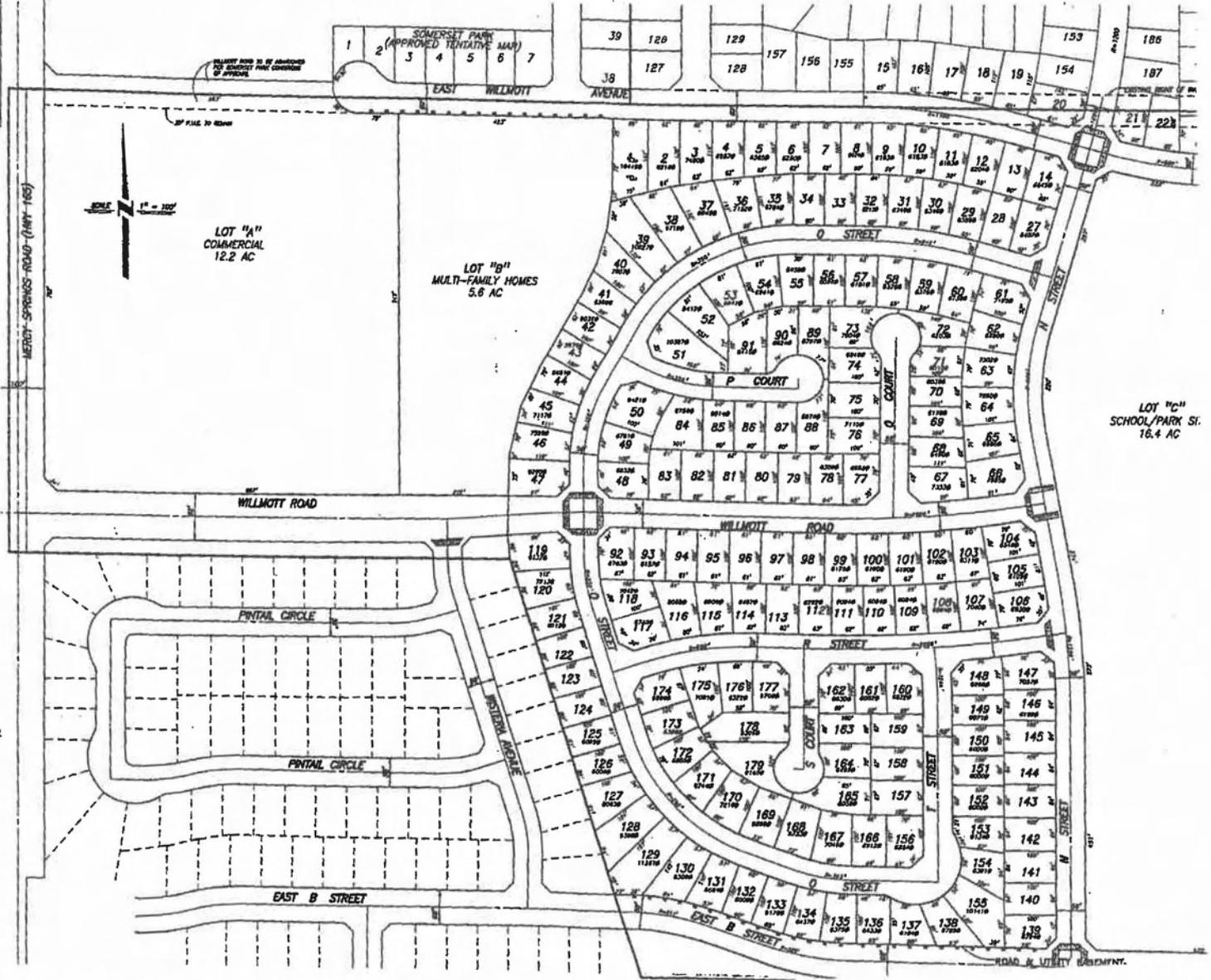
OWNER:
BAYWOOD PROPERTIES
803 E. PARKER BLVD. STE. C
LOS BANOS, CA 93801
(209) 829-8200
TOM MILLER
APRIL 429-418-000
429-418-001

DEVELOPER:
BAYWOOD LAKES, LLC
803 E. PARKER BLVD. STE. C
LOS BANOS, CA 93801
(209) 829-8200
TOM MILLER

ENGINEER:
THOMPSON-INSALL ENGINEERS
A DIVISION OF THE BROWN ENGINEERS, INC.
1878 14TH STREET
MERCED, CA 95364
(209) 526-8800
ALBERT HALL

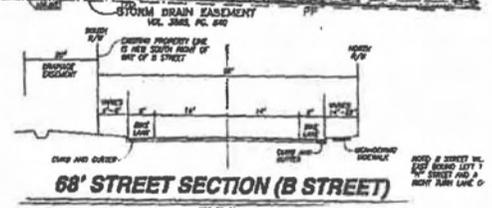
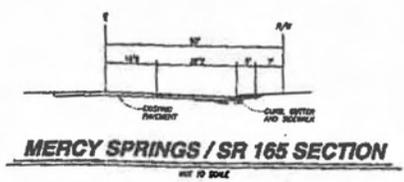
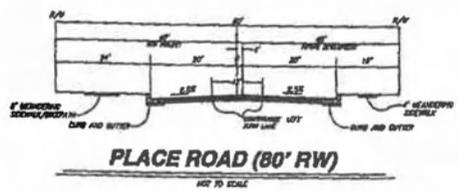
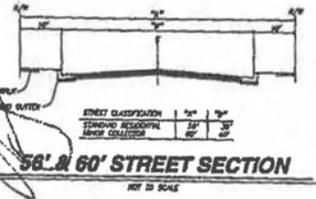
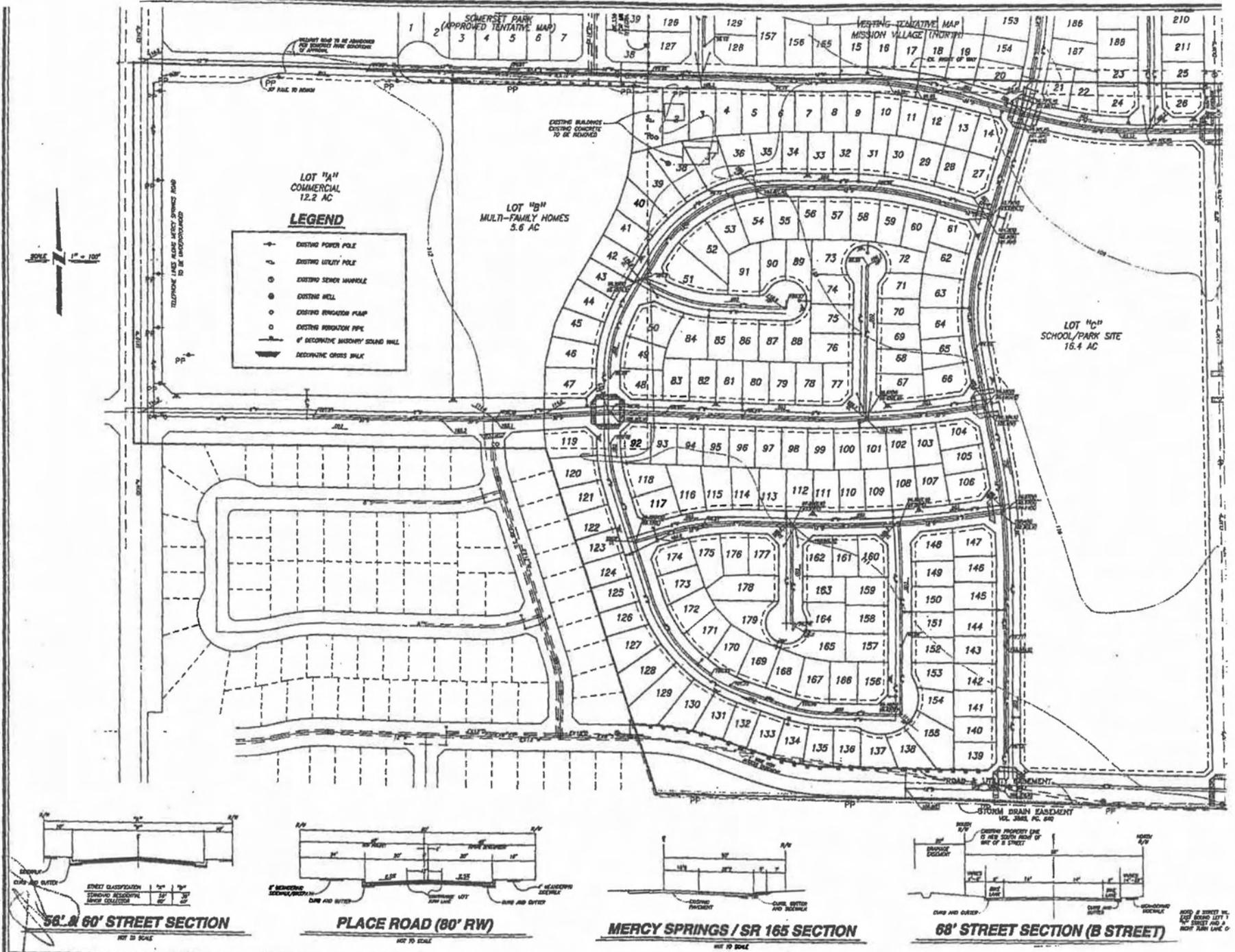
SUBDIVISION'S STATEMENT:

- 1.1) FILE RECORD:**
178 RESIDENTIAL LOTS
1 COMMERCIAL LOT
1 SCHOOL/PLAY
1 MULTI-FAMILY HOMES (P-1)
- 2) THE PROJECT SITE IS GENERAL PLAN DESIGNATED BY THE CITY OF LOS BANOS FOR LOW DENSITY RESIDENCING.**
- 3) EROSION CONTROL AND STREET APPROXIMATE SHALL BE DONE IN ACCORDANCE WITH THE CITY OF LOS BANOS STANDARD SPECIFICATIONS AND REQUIREMENTS OF THE DIRECTOR OF ENGINEERING.**
- 4) FLOOD ZONE DESIGN AND BUILDING SETBACK LINES SHALL BE FOR CITY OF LOS BANOS.**
- 5) SEWERAGE AND WATER SUPPLY SHALL BE BY CONNECTIONS TO CITY OF LOS BANOS WATER SYSTEM.**
- 6) SEWER DISPOSAL SHALL BE BY COLLECTION SYSTEM AND CONNECTION TO CITY OF LOS BANOS SANITARY SEWER SYSTEM.**
- 7) STORM DRAINAGE SHALL BE BY COLLECTION SYSTEM AND CONNECTION TO CITY OF LOS BANOS STORM DRAIN SYSTEM.**
- 8) TREE PLANTING SHALL BE PERFORMED IN ACCORDANCE WITH CITY REQUIREMENTS.**
- 9) A 10' PUBLIC UTILITY EASEMENT SHALL BE DEPOSITED ALONG STREET FRONTAGE OF ALL LOTS.**
- 10) THE SUBDIVIDER RESERVES THE RIGHT TO FILE "SPECIAL SUBDIVISION MAPS" AS SET FORTH BY THE SUBDIVISION MAP ACT, ARTICLE 4, SECTION 46464.1.**
- 11) ALL ON-SITE WATER PROTECTION ATTACHES TO BE APPROVED.**
- NOTES:**
- 1) NO C.C.I.D. EROSION FACILITIES EXIST WITHIN THIS PROPERTY.**
- 2) DEVELOPER PROPOSED TO BUILD ON LOTS, BUT RESERVES THE RIGHT TO SELL LOTS ONLY.**
- 3) STREET APPROXIMATIONS SHALL BE AS SHOWN IN CITY STANDARDS.**
- 4) DEVELOPER RESPONSIBLE FOR REPAIR TO EXISTING STREETS DAMAGED BY THIS DEVELOPMENT.**
- 5) ALL WELLS AND SEPTIC TANKS TO BE ABANDONED. SEPTIC TANKS TO BE CLEANED BEFORE ABANDONING. FOR MERCED COUNTY ENVIRONMENTAL HEALTH DEPARTMENT REQUIREMENTS.**
- 6) OVERHEAD POWER, TELEPHONE, AND TELEVISION LINES TO BE RELOCATED OR UNDERGROUNDED AND POLES REMOVED, PER P.C. & E. AND CITY REQUIREMENTS.**
- 7) APPLICANT ENGINEER TO SUPPLY ALL NECESSARY MAPS AND DRAWINGS AND INFORMATION TO CITY ENGINEER FOR FORMATION OF ASSESSMENT DISTRICT.**
- 8) GROUND ELEVATIONS SHOWN BASED ON CITY OF LOS BANOS DATUM.**
- 9) NO AREAS SUBJECT TO INUNDATION BY FLOOD WATERS.**
- 10) EXISTING STRUCTURES INDICATED ON MAP ARE TO BE REMOVED.**
- 11) APPLICANT TO OBTAIN CULMINAS APPROVAL FOR PROPOSED IMPROVEMENTS IN STATE HIGHWAY 152 (MERCY SPRINGS ROAD) AND FOR PROPOSED INTERSECTION DESIGN.**
- 12) WATER DEMANDS ANTICIPATED AVERAGE DAILY WATER DEMAND IS 700,000 G.P.D.; ANTICIPATED PEAK HOURLY DEMAND IS 17,000 G.P.D.; ANTICIPATED MAXIMUM DAILY DEMAND IS 24,000 G.P.D.; PEAK FLOW IS 3000 C.F.S.; IN RESIDENTIAL AND JOSS CREEK IN THE COMMERCIAL DEVELOPMENT.**



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FILE 4374P 6320000042



RESOLUTION #2001-17

**A RESOLUTION OF THE
PLANNING COMMISSION OF THE CITY OF LOS BANOS
APPROVING VESTING TENTATIVE TRACT MAP #2001-02
AND RECOMMENDING APPROVAL OF ZONE CHANGES #2001-03 AND #2001-04
AND ASSOCIATED MITIGATED NEGATIVE DECLARATION**

PROJECT NAME: Vesting Tentative Tract Map #2001-02 (Mission Village South Subdivision), Zone Change #2001-03 and Zone Change #2001-04.

REQUEST:

1. Vesting Tentative Tract Map (Mission Village South) to subdivide 79.9 acres into 179 single-family residential lots, 1 school/park site totaling 16.4 acres, a 5.6-acre multi-family parcel, and an 11.8-acre commercial parcel.
2. Zone Change to rezone the 5.6-acre multi-family parcel from the R-2 (Medium Density Residential) district to the P-D (Planned Development) district.
3. Zone Change to rezone 11.8 acres from the R-2 (Medium Density Residential) district to H-C (Highway Commercial) District.

LOCATION:

The property is generally located south of the existing Willmott Avenue alignment, north and east of the Valley Meadows subdivision, north of East B Street, and west of the planned Place Road extension.

PROJECT APPLICANT: Miller and Associates

WHEREAS, the City of Los Banos Planning Commission having reviewed the proposal and having reviewed any written or verbal comments received prior to the public hearing, including the recommendations of City Staff and having heard oral comments received during the Planning Commission public hearing, does hereby find and declare that the proposal will not have a significant effect on the environment and adopts by resolution approval of Vesting Tentative Tract Map #2001-02 and a recommendation of approval of Zone Change #2001-03, Zone Change #2001-04 and associated Mitigated Negative Declaration based on the following findings and conditions of approval:

FINDINGS FOR APPROVAL:

CEQA Findings

1. Although the proposed project could have a potentially significant effect on the environment, all potentially significant effects have been addressed in the Mitigated Negative Declaration prepared for the project and have been avoided or mitigation measures imposed upon the project.
2. The City of Los Banos prepared a mitigated negative declaration, in compliance with CEQA Guidelines section 15070, where the initial study identified potentially significant

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environmental effect, but revisions were agreed to by the applicant before the proposed negative declaration and initial study were released for public review that would avoid the effects or mitigate the effects to the point where clearly no significant effects would occur, and there no substantial evident in light of the whole record before the City that the project as revised may have a significant effect on the environment.

3. The project is consistent with the land use designations, policies and densities in the *Los Banos General Plan*, for which an EIR has been certified. Applicable mitigation measures from the *Los Banos General Plan EIR* are incorporated by reference in the Mitigated Negative Declaration and are included as conditions of approval.
4. The custodian of the mitigated negative declaration and all of the material that constitutes the record of proceedings is the City of Los Banos Planning Department.
5. The mitigated negative declaration reflects the Lead Agency's independent analysis and judgment.

Project Findings

1. That the project is consistent with the General Plan in that the design of the vesting tentative tract map, as amended, is consistent with the General Plan general goals, policies, and programs.
2. That the proposal is consistent with the General Plan in that the proposed density and building intensity are consistent with the land use designation.
3. That the Vesting Tentative Tract Map meets the criteria of the Los Banos Subdivision Ordinance.
4. That the Zone Change requests are consistent with the underlying general plan designations.
5. That with the incorporation of conditions 2 and 3 listed below, adequate public services will be provided as the project develops.

MITIGATION MEASURES: As found in the Mitigated Negative Declaration.

CONDITIONS OF APPROVAL:

Project Specific

1. The applicant shall submit a revised Vesting Tentative Tract Map to the Planning Department reflecting the modifications and additions identified within the staff report, City Engineer comments dated 3/13/01, and conditions of approval within 30 days from Planning Commission approval. Said revised Vesting Tentative Tract Map shall be reviewed by the City Engineer and the Planning Director and signed by the Planning Director for purposes of providing a clear record of the approved Vesting Tentative Tract Map.
2. Prior to approval of the final map, the developer shall form or annex to a community facilities district created for the purposes of funding public safety, as authorized by Government Code §53313(a) and (b). The District shall include all of the property designated on the tentative subdivision map. The form, terms and conditions and the tax rate for the formation of a Mello-Roos district, or in the alternative the annexation of the

property to an existing district, shall be as approved by the City Council. District formation shall be at the sole cost of the developer. Alternatively, the developer may request, and the City may approve the use of a special tax authorized by Government Code §53978.

3. Approval of the tentative map is contingent upon approval of a phasing plan by the City Council. The phasing plan is intended to balance the availability of public services, with the demands created by new development as expressly provided for in the general plan. Phasing for individual projects is to be coordinated as part of an overall growth rate of 5% in the construction of single-family homes, excluding infill opportunities. Approval of a phasing plan shall be incorporated into a development agreement (Government Code §65864-65869.5), or by an alternative mechanism, as may be approved by the City Council.

Traffic and Circulation

4. The Final Map(s) shall denote a one-foot, non-access easement on the property line(s) that abut East B Street and Place Road.
5. East "B" Street will be 68 feet in width and consist of two travel lanes, dedicated turn lanes (eastbound left turn into "N" Street and Place Road and westbound right turn lane into "N" Street), curb, gutter and meandering sidewalk on the north side, and curb and gutter on the south side of East "B" Street.
6. The developer is eligible for reimbursement for the southern travel lane and curb and gutter of East "B" Street from Traffic Impact Fees.
7. Development occurring south of Willmott Avenue will require East "B" Street to be constructed to its ultimate width and design along the project frontage (excepting sidewalk, curb, and landscaping on the south side), fully connecting with the Place Road intersection.
8. Development occurring north of Willmott Avenue will require construction of Willmott Avenue from Mercey Springs Road to "N" Street unless there are two alternative points of paved ingress/egress available to the public.
9. Place Road shall be an 80-foot wide right-of-way. The cross-section shall include a northbound and southbound travel lane, continuous center turn lane, 16 feet of right-of-way on the east side for a meandering walk and landscaping, and 24 feet of right-of-way on the west side for an 8-foot off-street bike path and landscaping.
10. Place Road shall be constructed and completed along the property frontage concurrent with construction of the School/Park site or prior to acceptance of improvements of the last phase of the map, whichever occurs first. Timing for Place Road construction may be sooner, dependent upon how build-out of adjacent subdivisions proceeds.
11. Developer shall be eligible for reimbursement for construction of the eastern half of Place Road (travel lane, curb and gutter (if in permanent location)).
12. Streets shall incorporate a park strip design whereby sidewalks are separated from the curb by a landscaped strip. Paved street widths for internal residential streets will be allowed to be reduced to 36 feet from the typical 40-foot standard to assist in traffic calming throughout the development and to allow the incorporation of park strips.
13. Final street cross-sections to be reviewed and approved at the improvement plan stage. East B Street and Place Road cross-sections to be consistent with cross-sections approved as part of the Mission Estates Subdivision immediately east of the subject site.

Land Use

14. The developer shall construct a six-foot tall, decorative, masonry wall along Place Road and East B Street through the project boundaries. Said wall shall be placed on private property. A six-foot tall decorative masonry or stucco-finish wall will be constructed on the south side of Willmott Road concurrent with construction of Willmott Road.
15. The monotony of straight building lines shall be alleviated by varying the size of individual dwellings, staggering the front yard setbacks, varying exterior building materials and colors, and utilizing extensive landscaping.
16. Decorative crosswalks, subdivision identification signs, and heavy landscaping are required at the entries to the subdivision off of Place Road and East "B" Street along with decorative streetlights. Such decorative lights shall be approved by PG&E who maintains the City's streetlights.
17. This subdivision shall join the Verona Landscape and Lighting District.

Water

18. The proposed project shall conform to the requirements of the Los Banos Water Master Plan, including payment of the water impact fee adopted December 20, 2000.

Sewer

19. The sewer collection system shall connect to the Northgate sewer lift station unless developer opts to interimly connect to the Southeast sewer line. Connection to the Southeast sewer line requires reimbursement to the Southeast Sewer Group in accordance with the Southeast Sewer Agreement.
20. Developer shall construct all on-site and off-site sewer facilities necessary to serve the project, subject to reimbursement for oversizing, as determined by the City.

Storm Drainage

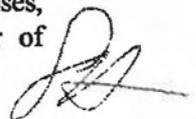
21. That portion of the development south of Willmott Avenue alignment will drain to the Verona Storm Drainage Basin. The developer of this portion of Mission Village South is responsible for reimbursing the developer who installs oversized storm drain lines east of the project area. Developer is responsible for obtaining any off-site easements necessary to gain access to the Verona Basin.
22. That portion of the development north of Willmott Avenue alignment will drain to the Northgate II interim and/or St. Francis Storm Drainage Basins. The developer of this portion of Mission Village South is responsible for reimbursing the developer who installs oversized storm drain lines north of the project area. Developer is responsible for obtaining any off-site easements necessary to gain access to the mentioned basins.
23. All on-site minor irrigation ditches are to be abandoned. Modification to any storm drain, irrigation, or tail water ditch utilized by "others" will require approval from the individual or organization whose drainage or irrigation facilities the developer proposes to modify prior to approval of the improvement plans.

Parks

24. Based on a park dedication requirement of 5.0 acre /1,000 population, approximately 2.8 acres of parkland are required to be dedicated.
25. Since it is unknown at time of this map approval as to how much of the school/park site will be school (if it becomes a school), it is not known whether this dedication will be more or less than the dedication requirement. This will be worked out with the Public Services Department at the improvement plan stage. Any deficiency in dedication will require payment of the park dedication in-lieu fee. The developer shall be required to pay park development fees with each building permit.
26. Timing of park development shall be determined at the improvement plan stage and prior to start of any construction within the project area.

Standard Conditions

27. Approval of this Vesting Tentative Tract Map shall extend for a period of two (2) years following date of approval and is eligible for extensions as provided for in the Subdivision Map Act. Time extensions must be requested prior to expiration of the map and will be considered only upon receipt of a written request by the applicant.
28. All development shall be consistent with the Vesting Tentative Tract Map, reflecting any amendments added during approval.
29. The final map(s) shall be in substantial compliance with the approved Tentative Tract Map, including the changes set forth in the conditions of approval.
30. Improvement plans shall be submitted to the City for approval prior to/or concurrent with the application for each final map.
31. On-site improvements may be constructed prior to the recording of the final map subject to City approval of Improvement Plans and payment of applicable plan check and inspection fees.
32. Locations for temporary construction trailers shall be permitted only within that portion of the subdivision where active subdivision construction is taking place. Placement of said construction trailer is subject to Public Works and Planning Department approval.
33. The applicant shall obtain City approval in advance for permanent and temporary on-site and off-site signs through separate sign reviews and bonding consistent with the development criteria of the Los Banos Municipal Code – Sign Ordinance. Prior to approval of final map, a master subdivision sales sign plan shall be prepared and submitted to the Planning Department for review and approval.
34. If model homes are to be constructed, a model home plan shall be submitted to the Planning Department for approval prior to construction. Manufactured/modular trailers/units shall be prohibited for use as a sales office.
35. It is the applicant's responsibility to ensure that the development complies with the Americans with Disabilities Act requirements.
36. It shall be the responsibility of the applicant to convey copies of the conditions of approval to all contractors and sub-contractors.
37. Subsequent to acceptance of improvements, during construction, and for safety purposes, the developer and assigned contractors shall keep the public right-of-way clear of obstructions, and provide for clean up on a daily basis.



38. Prior to acceptance of public improvements, all entries to the subdivision shall be barricaded to prevent the public from entering the construction site.
39. All contractors performing work relative to this project shall obtain City of Los Banos Business Licenses, prior to start of work on the project. All work performed on the project shall comply with the requirements of the State Business and Professions Code.
40. Construction shall be limited to those times allowed by City Ordinance and properly muffled equipment shall be used.
41. Building permits will be issued in accordance with City Subdivision Policy that identifies the improvements required in order for a building permit to be issued.
42. Improvement and grading plans shall delineate the location and design of all required walls and fences including retaining walls.
43. Improvement plans shall include mailbox locations, which must be approved by the US Postmaster and the City of Los Banos.
44. All existing overhead utilities shall be undergrounded with the exception of high voltage power lines. No new overhead utility lines and equipment shall be shown on improvement and grading plans.
45. Undeveloped portions of the subdivision shall be controlled of weeds and free of debris and litter.
46. All street lighting shall be hooded and/or fitted with prismatic directional lenses to prevent illumination onto adjoining properties and glare into on-coming traffic. Streetlights shall be shown on improvement plans. Developer may utilize decorative streetlights, provided they meet the illumination standards otherwise required in the City street light standards.

Land Use

47. A Passive Solar Energy Plan addressing east/west-facing lots shall be submitted to the Planning Department for approval prior to issuance of any building permit for the subject lots.
48. Developer shall comply with the adopted street tree ordinance.
49. In conformance with the Subdivision Map Act, developer shall permit installation of underground cable television delivery systems within public utility easements. All dwelling shall be made cable ready.
50. Prior to approval of Improvement Plans or Final Maps, the developer shall obtain any necessary easements for utilities across adjoining properties.

Streets/Streetscape

51. Prior to acceptance of the subdivision improvements, the developer shall be responsible for installation of all street and traffic control signs, pavement striping, and street name signs in accordance with City and/or CalTrans standards.
52. The developer shall be responsible for obtaining encroachment permits from the City of Los Banos prior to performing any work with the City's right-of-way.
53. Sidewalks shall be separated from the curb and gutter by a park strip. Where park strips front a residence (abut the front or side), the developer is responsible for landscaping those park strips prior to final of the fronting residence. Where park strips do not front a

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- residence, such landscaping shall be completed prior to acceptance of public improvements.
54. Park strip maintenance is the responsibility of the fronting residential property owner where park strips front (abut the front or side) a residence or the City via the landscaping and lighting district.
 55. All residential lots shall have fully landscaped front yards prior to occupancy of each dwelling.
 56. The applicant shall submit landscape and irrigation plans with each phase of the improvement plans for City review and approval of streetscape landscaping.

Fire

57. The developer shall install fire hydrants in the number of locations required by the Fire Chief and in compliance with City standards in a manner that shall minimize impacts on on-street parking.
58. Fire hydrant locations shall be approved during the Improvement Plan stage and shall be installed based upon City standards.
59. The developer, as specified by City development standards, shall install "Blue Dot" fire hydrant locators.
60. Fire hydrants shall be operational to the satisfaction of the Fire Chief prior to combustible material being located on the site.
61. Two points of all-weather access shall be provided to all areas of the development during all phases of construction to the satisfaction of the Fire Department in areas where residential units are under construction.
62. Each residence shall have 6-inch lighted address numbers installed on the front elevations or alternative size as agreed to by developer and Fire Chief.

Utilities

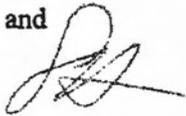
63. Approved backflow devices shall be installed as required.
64. Domestic water services shall not be placed in driveways.
65. The development of the subject project shall be in compliance with the findings and recommendations of the City of Los Banos Water Master Plan.

Air Quality

66. If fireplaces or wood burning stoves are planned to be included in the project, Environmental Protection Agency certified fireplace inserts and stoves shall be required.
67. Developer shall comply with all applicable Indirect Source Rule requirements of the air district.

The foregoing resolution was introduced at a regular meeting of the Planning Commission of the City of Los Banos held on the 25th day of April, 2001, by Commissioner Hurley, who moved its adoption, which motion was duly seconded by Commissioner Lewis and the Resolution adopted by the following vote:

AYES: Giesel, Hurley, Lewis, Williams, Chairman Buettner


0000049
VOL 43746 639

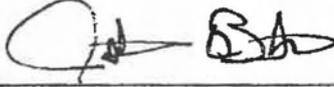
Resolution #2001-17
VTM #2001-02, ZC #2001-03, 04

8

Planning Commission
April 25, 2001

NOES: None
ABSENT: None

APPROVED:



Planning Commission Chairman

ATTEST:



Planning Commission Secretary

I HEREBY CERTIFY THAT THE FOREGOING IS A FULL, CORRECT, AND TRUE COPY OF RESOLUTION NO. 2001-17 ADOPTED BY THE PLANNING COMMISSION OF THE CITY OF LOS BANOS, A MUNICIPAL CORPORATION OF THE COUNTY OF MERCED, STATE OF CALIFORNIA, AT A CONTINUED REGULAR MEETING HELD ON APRIL 25, 2001, AND TO FURTHER CERTIFY THAT SAID RESOLUTION HAS NEVER BEEN RESCINDED OR MODIFIED.

Planning Commission Secretary

DATED

0000050
VOL 4374 PG 640





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: November 6, 2019

TYPE OF REPORT: Consent Item

SUBJECT: Final Tract Map No. 2016-02 East Center Phase 2A

Recommendation:

That the City Council adopts the Resolution approving Final Tract Map No. 2016-02 East Center Phase 2A, and accompanying Subdivision Improvement Agreement.

Background:

The Tentative Tract Map No. 2016-02 was approved by the City of Los Banos Community Development Department on August 10, 2016 by Resolution No. 2016-40. In March 2018, the Public Works staff was contacted by the developer, Pioneer Development Company, Inc., for Final Map approval for Phase 2. In April 2019, the developer split Phase 2 into Phase 2A and Phase 2B. The developer has requested Final Map approval for Phase 2A.

Discussion:

The subject site is generally located within the area bounded by Center Ave to the west, future East Center Phase 3 to the south, East Center Phase 1 subdivision to the east, more specifically identified as APN. 431-270-005. The applicant is Pioneer Development Company, Inc. The map consists of Lot A on 11.40± and 65 single family lots on 13.34± acres. This Final Tract Map is in substantial compliance with Tentative Subdivision Map No. 2016-02.

Fiscal Impact:

Financial security as required by the Subdivision Improvement Agreement, the Subdivision Map Act and Los Banos Municipal Code has been deposited with the City.

All required processing, development, plan check and inspection fees have been paid.
All bonds have been paid to Merced County.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Exhibit A Legal Description

Exhibit B Final Map

Site Map

Subdivision Improvement Agreement

Exhibit A Original Engineers Estimate

Exhibit B Conditions of Approval

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING AND
ADOPTING FINAL TRACT MAP NO. 2016-02
EAST CENTER PHASE 2A AND
ACCOMPANYING SUBDIVISION IMPROVEMENT
AGREEMENT**

WHEREAS, there has been submitted to the City Council of the City of Los Banos Tract Map No. 2016-02 East Center Phase 2A and accompanying Subdivision Improvement Agreement; and,

WHEREAS, the single-family residential subdivision consists of Lot A on 11.40± acres and 65 single family lots; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby approve and adopt Final Tract Map No. 2016-02 East Center Phase 2A and accompanying Subdivision Improvement Agreement for the real property described in Exhibit "A", shown in Exhibit "B" and authorize recording based upon the following findings:

1. Final Map is in substantial compliance with Tentative Map No. 2016-02.
2. Financial security as required by the Subdivision Improvement Agreement, Subdivision Map Act, and Los Banos Municipal Code has been deposited with the City.
3. All required processing, development, plan check, and inspection fees have been paid.
4. All bonds have been paid to Merced County.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 6th day of November, 2019, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Exhibit A

Legal Description

For APN/Parcel ID(s): 431-270-005-000

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

PARCEL 1 AS SHOWN ON "PARCEL MAP OF FRANK S. VIERRA PROPERTY" IN THE COUNTY OF MERCED, STATE OF CALIFORNIA, FILED FOR RECORD FEBRUARY 26, 1974 IN BOOK 24 OF PARCEL MAPS, AT PAGE 6, MERCED COUNTY RECORDS, BEING A PORTION OF THE S.W. 1/4 OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN.

OWNER'S STATEMENT

WE, THE UNDERSIGNED, DO HEREBY STATE THAT WE ARE THE OWNERS OR HAVE SOME RIGHT, TITLE OR INTEREST OF RECORD IN THE LAND SHOWN ON THIS MAP AND WE CONSENT TO THE PREPARATION AND RECORDED OF THIS FINAL MAP.

WE ALSO HEREBY OFFER AN IRREVOCABLE DEDICATION TO THE CITY OF LOS BANOS IN FEE FOR PUBLIC USE THE FOLLOWING STREET RIGHTS-OF-WAY AS SHOWN ON THIS FINAL MAP: AMABLE DRIVE, BORELLI DRIVE, BORELLI COURT, CARLUCCI COURT, MARCIOCCHI COURT, MIANO COURT, SIRSI COURT, THE EAST 30 FEET OF CENTER STREET AND THE 20' WIDENING OF RIGHT OF WAY ALONG THE EAST SIDE OF CENTER STREET WITHIN THE BOUNDARY OF THIS FINAL MAP.

WE ALSO HEREBY OFFER AS AN IRREVOCABLE DEDICATION TO THE CITY OF LOS BANOS AS AN EASEMENT FOR PUBLIC USE, ALL PUBLIC UTILITY EASEMENTS (P.U.E.) AND THE 1 FOOT WIDE WALL EASEMENT (W.E.) AS SHOWN ON THIS FINAL MAP.

WE ALSO RELINQUISH TO THE CITY OF LOS BANOS ALL ACCESS RIGHTS OF LOT 100 TO AND FROM CENTER STREET SHOWN THUS // // // // ON THIS FINAL MAP.

OWNER: PIONEER DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION

BY: _____ DATE _____

NAME: _____ (PRINT NAME)

ITS: _____ (TITLE)

NOTARY STATEMENT

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

STATE OF _____ }
COUNTY OF _____ }
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
(DATE)
PERSONALLY APPEARED _____
(NAME OF SIGNER(S))

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

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

WITNESS MY HAND.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____ (DO NOT STAMP)

PRINCIPAL OFFICE LOCATION (COUNTY): _____

NOTARY STATEMENT (TRUSTEE)

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

STATE OF _____ }
COUNTY OF _____ }
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
(DATE)
PERSONALLY APPEARED _____
(NAME OF SIGNER(S))

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

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

WITNESS MY HAND.

_____, NOTARY PUBLIC

PRINT NAME: _____

COMMISSION NUMBER: _____

COMMISSION EXPIRES: _____ (DO NOT STAMP)

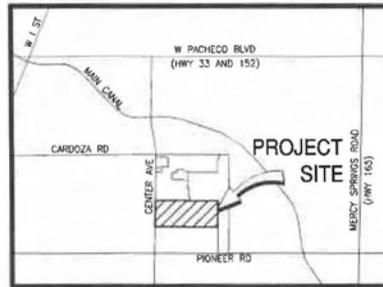
PRINCIPAL OFFICE LOCATION (COUNTY): _____

**TRACT NO: 2016-02
EAST CENTER, PHASE 2A**

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP FILED IN BOOK 24 OF PARCEL MAPS AT PAGE 6, MERCED COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA
APRIL 2019



1165 Scenic Drive, Suite A
Modesto, CA 95350
Ph 209.571.1785 odellengineering.com



VICINITY MAP

N.T.S.

PLANNING COMMISSION STATEMENT:

I, STACY SOUZA ELMS, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR FOR THE CITY OF LOS BANOS, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO: 2016-02, EAST CENTER, PHASE 2A", AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION ON THE 1ST DAY OF MAY, 2017, AND THAT THIS FINAL MAP OF "TRACT NO: 2016-02, EAST CENTER, PHASE 2A", COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 2019.

BY: _____
STACY SOUZA ELMS, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
CITY OF LOS BANOS

TRUSTEE STATEMENT

WE, FIDELITY NATIONAL TITLE COMPANY, AS TRUSTEE UNDER THE CERTAIN DEED OF TRUST RECORDED FEBRUARY 7, 2018, AS DOCUMENT NOS. 2018-003778 AND 2018-003779, OFFICIAL RECORDS OF MERCED COUNTY, DO HEREBY CONSENT TO THE PREPARATION AND RECORDED OF THIS FINAL MAP, "TRACT NO: 2016-02, EAST CENTER, PHASE 2A", AND JOINS IN ALL DEDICATIONS THEREON.

TRUSTEE: FIDELITY NATIONAL TITLE COMPANY

BY: _____ DATE _____

NAME: _____ (PRINT NAME)

ITS: _____ (TITLE)

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PIONEER DEVELOPMENT COMPANY IN MAY OF 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE JUNE 30TH, 2020, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2019

DYLAN CRAWFORD, P.L.S. 7788



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO: 2016-02, EAST CENTER, PHASE 2A" AND STATE THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2019

BY: _____
MARK FACHIN, P.C.E. 34814
CITY ENGINEER

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND IT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT I AM SATISFIED THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2019.

BY: _____
RYAN J. SCHIESS, PLS 8066
REVIEWING CITY SURVEYOR

CITY CLERK'S STATEMENT:

I, LUCILLE L. MALLONEE, CITY OF LOS BANOS, STATE OF CALIFORNIA, DO HEREBY STATE THAT AT THE REGULAR MEETING OF THE CITY COUNCIL, OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, HELD ON THIS _____ DAY OF _____, 2019, THE ACCOMPANYING FINAL MAP OF "TRACT NO: 2016-02, EAST CENTER, PHASE 2A", WAS APPROVED AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE, THE OFFER OF DEDICATION IN EASEMENT OF ALL PUBLIC UTILITY EASEMENTS (P.U.E.) AND THE 1 FOOT WALL EASEMENTS (W.E.), ALL AS SHOWN ON THIS FINAL MAP; ACCEPTED THE OFFER OF DEDICATION IN FEE OF AMABLE DRIVE, BORELLI DRIVE, BORELLI COURT, CARLUCCI COURT, MARCIOCCHI COURT, MIANO COURT, SIRSI COURT, THE EAST 30 FEET OF CENTER STREET AND THE 20' WIDENING OF RIGHT OF WAY ALONG THE EAST SIDE OF CENTER STREET WITHIN THE BOUNDARY OF THIS FINAL MAP, ALL AS SHOWN ON THIS FINAL MAP; AND ACCEPTED THE RELINQUISHMENT OF ACCESS RIGHTS OF LOT 100 TO AND FROM CENTER STREET AS SHOWN ON THIS FINAL MAP. SAID ACCEPTANCE IS SUBJECT TO IMPROVEMENTS.

DATED THIS _____ DAY OF _____, 2019

BY: _____
LUCILLE L. MALLONEE, CITY CLERK
CITY OF LOS BANOS

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ O'CLOCK _____ M. IN VOL _____ OF OFFICIAL PLATS, AT PAGES _____, AT THE REQUEST OF DYLAN CRAWFORD.
FEE \$ _____

BARBARA LEVEY, RECORDER
MERCED COUNTY, CALIFORNIA

BY: _____
ASSISTANT/DEPUTY RECORDER

Exhibit B

LEGEND

- RESOLVED BOUNDARY LINE
- CENTERLINE
- RESTRICTED ACCESS
- CITY LIMITS LINE

NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF 24,737 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES, MULTIPLY DISTANCES SHOWN BY 0.999999004 TO GET GRID DISTANCES (AVERAGE COMBINED FACTOR FOR GPS MONUMENTS 1024 AND 1025 PER R-3).
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

BASIS OF BEARINGS

N89°39'46"E BEING THE BEARING OF THE LINE BETWEEN MERCED COUNTY GPS/ODS 1024 AND MERCED COUNTY GPS/ODS 1025 (R-3), BEARINGS AND DISTANCES ARE BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE III NAD 83.

SEE SHEET 5 FOR CURVE, LINE AND RADIAL LINE TABLES
 SEE SHEET 4 FOR ABBREVIATIONS, MONUMENT NOTES AND REFERENCES.

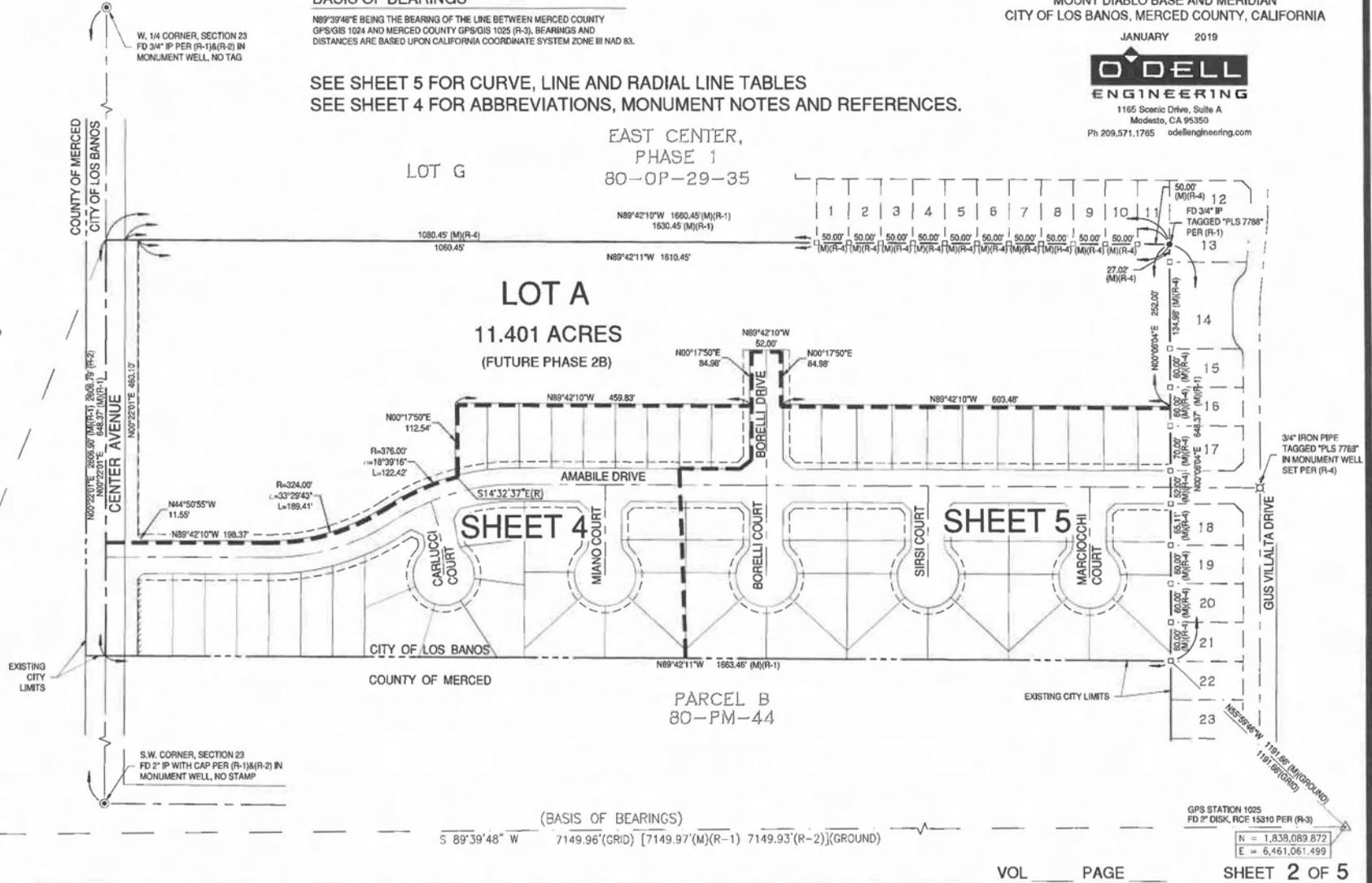
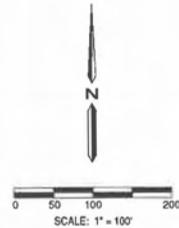
**TRACT NO: 2016-02
 EAST CENTER, PHASE 2A**

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP FILED IN BOOK 24 OF PARCEL MAPS AT PAGE 6, MERCED COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

JANUARY 2019



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 Modesto, CA 95350
 Ph 209.571.1765 odelleengineering.com



EAST CENTER,
PHASE 1 LOT G
80-OP-29-35

TRACT NO: 2016-02
EAST CENTER, PHASE 2A

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP FILED
IN BOOK 24 OF PARCEL MAPS AT PAGE 6, MERCED
COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER
OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST,
MOUNT DIABLO BASE AND MERIDIAN
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

APRIL 2019

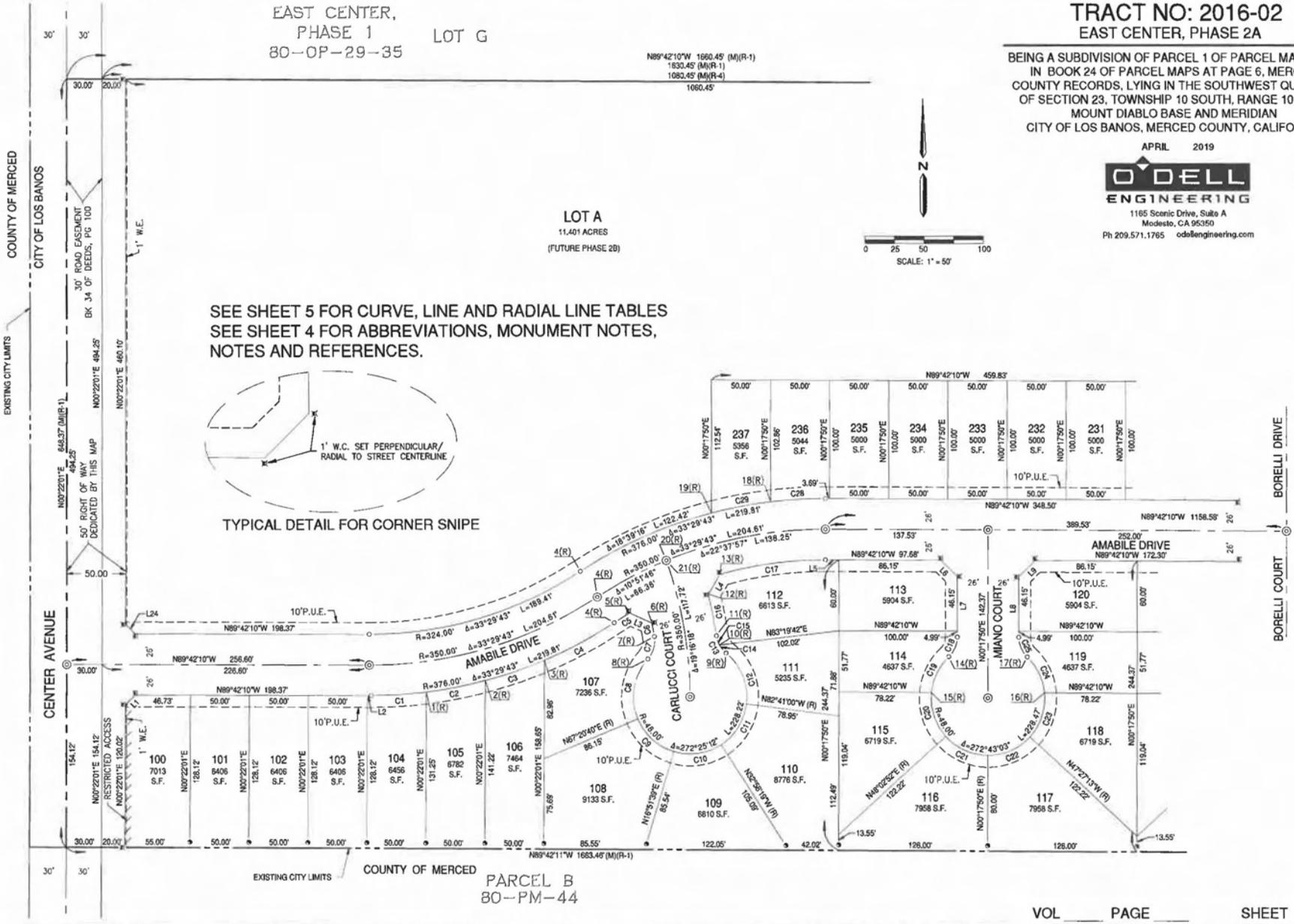
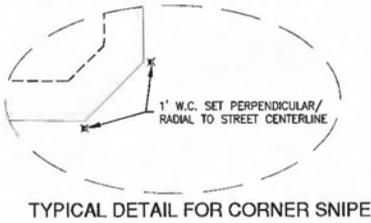


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LOTA
11.401 ACRES
(FUTURE PHASE 2B)



SEE SHEET 5 FOR CURVE, LINE AND RADIAL LINE TABLES
SEE SHEET 4 FOR ABBREVIATIONS, MONUMENT NOTES,
NOTES AND REFERENCES.



SEE SHEET 4

NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF 24.737 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES. MULTIPLY DISTANCES SHOWN BY 0.9999999004 TO GET GRID DISTANCES (AVERAGE COMBINED FACTOR FOR GPS MONUMENTS 1024 AND 1025 PER R-3).
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

REFERENCED RECORD DOCUMENTS

MERCED COUNTY RECORDS

- (R-1) VOLUME 44 OF SURVEYS, PAGES 3-4, M.C.R.
- (R-2) VOLUME 113 OF PARCEL MAPS, PAGES 12-13, M.C.R.
- (R-3) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
- (R-4) VOLUME 60 OF OFFICIAL PLATS, PAGES 29-35, M.C.R.

ABBREVIATIONS

CALC.	CALCULATED FROM RECORD DOCUMENT
FD.	FOUND
IP	IRON PIPE-DIAMETER NOTED
(M)	MEASURED DISTANCE
OP	OFFICIAL PLATS
PM	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
Rd	REFERENCED RECORD DOCUMENT
(R)	RADIAL BEARING
MCR	MERCED COUNTY RECORDS
SPN	SEARCHED, FOUND NOTHING
S.F.	SQUARE FEET
W.C.	WITNESS CORNER

MONUMENT NOTES

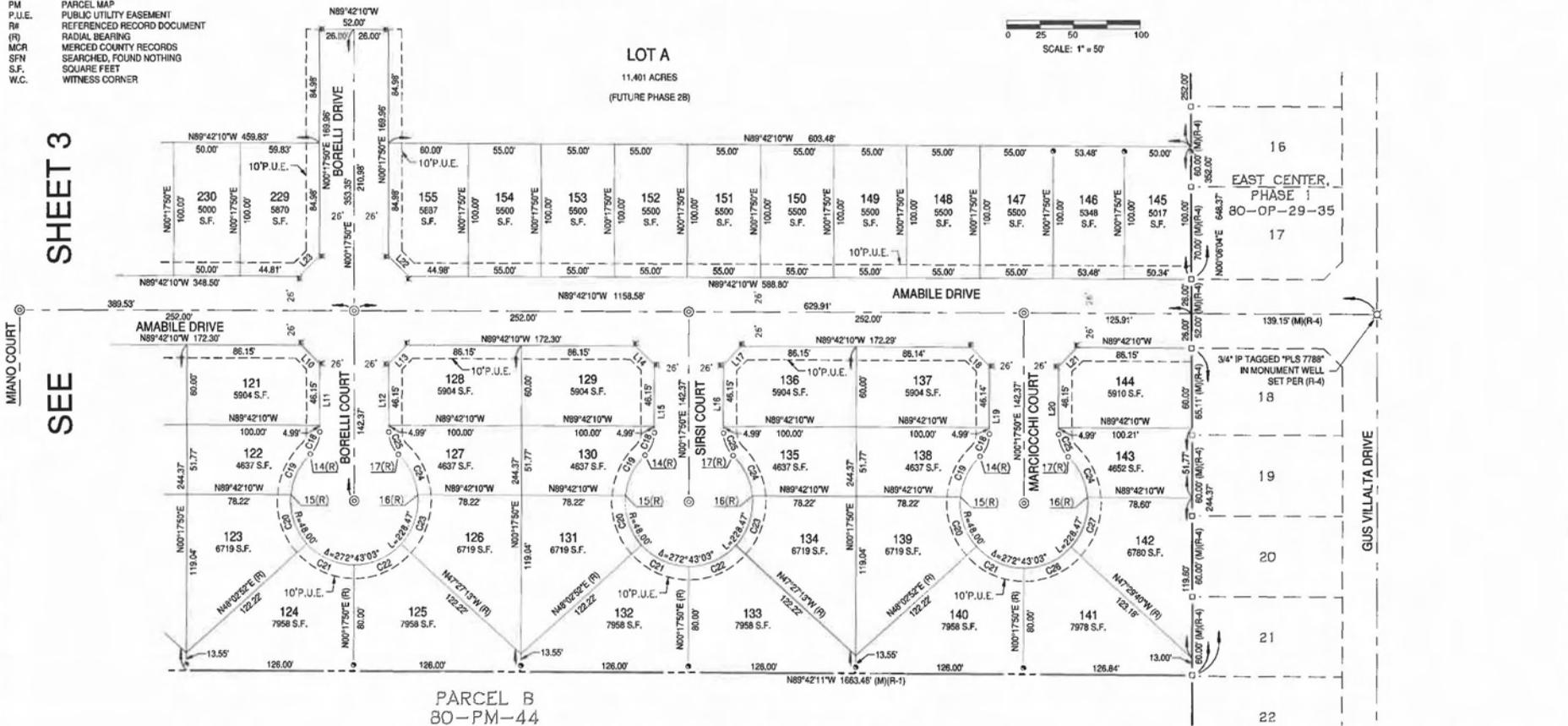
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7788" FOR CONCRETE AREAS.
- ⊙ SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" IN MONUMENT WELL.
- ⊔ SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED) AND SET 1.00" WITNESS CORNER ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- SET 5.00" WITNESS CORNER, UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788".
- ⊕ SET 1.00" WITNESS CORNER IN SIDEWALK, MEASURED ALONG RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 1.17" BRASS DISK STAMPED "PLS 7788".
- 3/4" IRON PIPE TAGGED "PLS 7788" SET PER (R-4).
- ⊕ 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" IN MONUMENT WELL SET PER (R-4).
- FOUND MONUMENT AS NOTED IN MONUMENT WELL.
- FOUND MONUMENT AS NOTED.

**TRACT NO: 2016-02
EAST CENTER, PHASE 2A**

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP FILED IN BOOK 24 OF PARCEL MAPS AT PAGE 6, MERCED COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

APRIL 2019

O'DELL
ENGINEERING
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PARCEL B
80-PM-44

SEE SHEET 5 FOR CURVE, LINE AND RADIAL LINE TABLES

TRACT NO: 2016-02
EAST CENTER, PHASE 2A

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP FILED
 IN BOOK 24 OF PARCEL MAPS AT PAGE 6, MERCED
 COUNTY RECORDS, LYING IN THE SOUTHWEST QUARTER
 OF SECTION 23, TOWNSHIP 10 SOUTH, RANGE 10 EAST,
 MOUNT DIABLO BASE AND MERIDIAN
 CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

APRIL 2019



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N45°54'20"E	11.58'
L2	N89°42'10"W	1.63'
L3	N85°48'13"W	20.63'
L4	N30°35'58"E	19.53'
L5	N89°42'10"W	11.53'
L6	N44°42'10"W	19.59'
L7	N0°17'50"E	51.14'
L8	N0°17'50"E	51.14'
L9	N45°17'50"E	19.59'
L10	N44°42'10"W	19.59'
L11	N0°17'50"E	51.14'
L12	N0°17'50"E	51.14'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L13	N45°17'50"E	19.59'
L14	N44°42'10"W	19.59'
L15	N0°17'50"E	51.14'
L16	N0°17'50"E	51.14'
L17	N45°17'50"E	19.59'
L18	N44°42'10"W	19.60'
L19	N0°17'50"E	51.13'
L20	N0°17'50"E	51.14'
L21	N45°17'50"E	19.59'
L22	N44°42'10"W	21.24'
L23	N45°17'50"E	21.24'
L24	N44°50'55"W	11.55'

RADIAL BEARINGS	
LINE #	DIRECTION
1(R)	N7°05'38"W
2(R)	N14°52'16"W
3(R)	N22°56'58"W
4(R)	N33°11'53"W
5(R)	S30°28'22"E
6(R)	S78°51'57"W
7(R)	S80°55'14"W
8(R)	S48°00'35"E
9(R)	S39°34'12"W
10(R)	N81°47'43"E
11(R)	S82°06'58"W

RADIAL BEARINGS	
LINE #	DIRECTION
12(R)	S76°38'17"W
13(R)	S15°41'30"E
14(R)	S43°20'39"E
15(R)	S84°12'34"E
16(R)	S84°48'14"W
17(R)	S43°56'18"W
18(R)	S6°46'38"E
19(R)	S14°32'37"E
20(R)	S70°43'42"W
21(R)	S22°20'07"E

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	376.00'	7°23'28"	48.50'
C2	376.00'	7°48'37"	51.04'
C3	376.00'	8°04'42"	53.01'
C4	376.00'	10°14'55"	67.26'
C5	324.00'	2°43'31"	15.41'
C6	324.00'	2°03'17"	11.62'
C7	23.00'	51°04'11"	20.50'
C8	48.00'	64°38'45"	54.16'
C9	48.00'	50°29'01"	42.29'
C10	48.00'	49°49'58"	41.75'
C11	48.00'	49°42'41"	41.65'
C12	48.00'	57°44'47"	48.38'
C13	23.00'	42°32'45"	17.08'
C14	23.00'	22°13'31"	8.92'
C15	23.00'	20°19'15"	8.16'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C16	376.00'	5°28'41"	35.95'
C17	324.00'	15°59'20"	90.42'
C18	23.00'	46°21'31"	18.61'
C19	48.00'	40°51'55"	34.24'
C20	48.00'	47°44'33"	40.00'
C21	48.00'	47°45'02"	40.00'
C22	48.00'	47°45'02"	40.00'
C23	48.00'	47°44'33"	40.00'
C24	48.00'	40°51'55"	34.24'
C25	23.00'	46°21'31"	18.61'
C26	48.00'	47°47'30"	40.04'
C27	48.00'	47°42'06"	39.96'
C28	376.00'	7°04'27"	46.42'
C29	376.00'	7°46'00"	50.97'

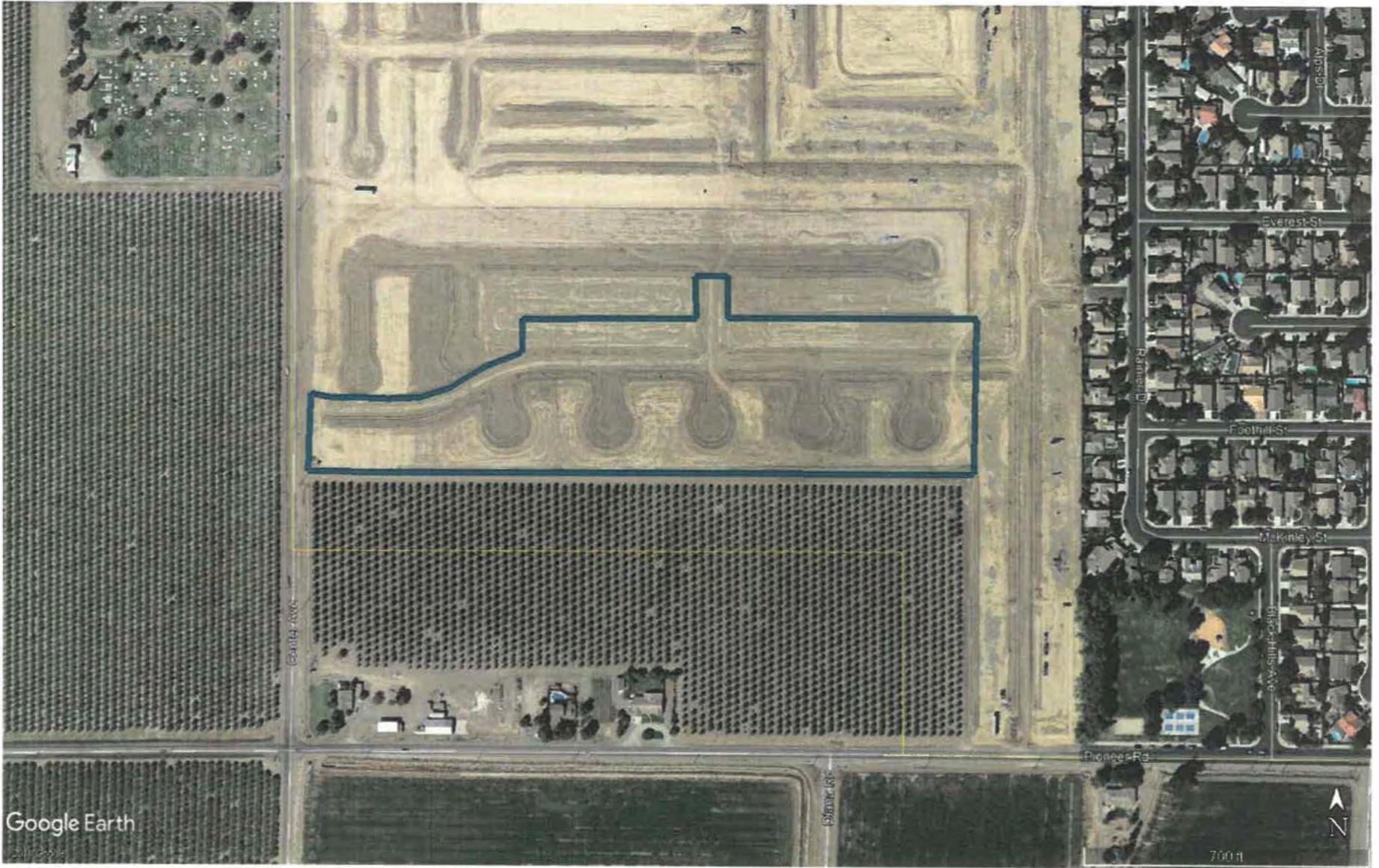
RIGHT TO FARM STATEMENT

PER MERCED COUNTY ORDINANCE NO. 1213

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

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

SITE MAP
East Center Phase 2A



Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019, between PIONEER DEVELOPMENT COMPANY, INC., a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract No 2016-02, East Center, Phase 2A, comprised of Lot A and 65 single lots, a copy of which is on file at the City of Los Banos Planning Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

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

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

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. _____ to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2016-02.

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

SUBDIVISION AGREEMENT

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

IMPROVEMENTS:

1. SITE PREPARATION	\$	5,000.00
2. WATER	\$	139,620.00
3. SANITARY SEWER	\$	81,710.00
4. STORM DRAINAGE	\$	55,807.00
5. CONCRETE	\$	148,209.00
6. PAVING	\$	154,047.65
7. ELECTROLIERS	\$	32,500.00
8. MISCELLANEOUS	\$	<u>11,290.00</u>
	TOTAL	\$ 628,183.65

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the remaining improvements, agreed to by the CITY for Performance at 100%, **\$628,183.65** and

Labor and Materials at 50%, **\$314,091.83** and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of **\$62,813.37**. In addition, the DEVELOPER(S) shall provide a bond or other form of security in the amount of **\$3,500.00** for survey monuments, per §66496 of the Government Code.

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

ENGINEERING AND INSPECTION

5% of Approved Engineer's estimate of \$1,273,446	\$	63,672.30
Less: Deposit for Plan Check (Rec#1149372)	\$	(24,712.06)
Less: Payment (Rec#1391834)	\$	(38,960.24)
SUB-TOTAL		<u>\$ 0.00</u>

FINAL MAP REVIEW

Charges for Phase 2 Review	\$	2,609.89
Charges for Phase 2A Review	\$	1,559.25
Less: Deposit for Phase 2 Map Review (Rec#1206587)	\$	(1,000.00)
Less: Deposit for Phase 2A Map Review (Rec#1329423)	\$	(1,000.00)
Less: Payment (Rec#1391834)	\$	(2,169.14)
SUB-TOTAL		<u>\$ 0.00</u>
TOTAL	\$	0.00

5. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for **\$628,183.65** (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

6. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map 2016-02. All public improvements and utilities must be installed prior to occupancy of units.

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

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

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

10. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

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

with the recommendations of the CITY. The DEVELOPER(S) shall be responsible for all costs incurred in revising the plans and performing the work in accordance with the modified plans.

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

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

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

15. The DEVELOPER(S) agree that the use for any purpose and by any persons of any and all of the improvements herein before specified, shall be at the sole and exclusive risk of the DEVELOPER(S) at all times prior to final acceptance by the CITY of the completed improvements. Thereon and therein; provided, that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER(S) obligations and undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the improvements in said subdivision.

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

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

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

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

20. It is hereby mutually covenanted and agreed by the parties hereto that DEVELOPER(S) contractors are not agents of the CITY and that the contractors' relations to CITY, if any, are those of independent contractors.
21. That the applicant furnish the CITY with a reproducible 8 1/2" x 11" map of the Final Map of this development prior to issuance of permits.
22. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map 2016-02 prior to acceptance of public improvements or final of any housing units.
23. No work shall commence under the terms of this AGREEMENT prior to all of the following being completed: deposit of improvement security per City Council resolution; issuance of a Subdivision Improvements grading permit other than rough grading and site preparation; and payment of all required development fees.
24. All costs for engineering and inspection services which exceed the 5% fee specified above will be invoiced to the DEVELOPER(S) and must be paid in full prior to acceptance of the subject improvements by the CITY.
25. If construction of improvements has not begun within one (1) year from the date of this AGREEMENT, then prior to commencement of work the Public Works Director/City Engineer shall review the improvement plans and determine if revisions are required. In any case, a new engineer's cost estimate shall be submitted by the applicant to the Public Works Director/City Engineer. The applicant shall be responsible for any modification to the plans required by the Public Works Director/City Engineer and shall pay all plan check fees plus the difference in inspection fees due based on the new cost estimate.
26. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map 2016-02, and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.
27. The terms of this AGREEMENT are not intended to, nor do they, relieve the DEVELOPER(S) of any conditions of approval, compliance with City Standards or compliance

with mitigation measures of adopted environmental documents, the compliance with which may be placed as a condition of permit issuance or occupancy.

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

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

Pioneer Development Company, Inc.,
A California Corporation

Greg Hostetler
President

PARTIES OF THE FIRST PART

CITY OF LOS BANOS
A Municipal Corporation

Michael Villalta
Mayor

PARTIES OF THE SECOND PART

ATTEST:

Lucille L. Mallonee
City Clerk
City of Los Banos

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



OPINION OF PROBABLE COST

Project name: East Center - Phase 2 / 29044

LOS BANOS, CA

Phasing: Option 2A - 65 Lots

3/4/2019

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. SITE PREPARATION				
1 EROSION CONTROL	LS	1	\$5,000.00	\$5,000.00
SUB-TOTAL				\$5,000.00
B. WATER				
1 8" WATER	LF	2,686	\$16.00	\$42,976.00
2 10" WATER	LF	23	\$20.00	\$460.00
3 12" WATER (CENTER AVE)	LF	1,772	\$22.00	\$38,984.00
4 8" WATER VALVE	EA	14	\$1,000.00	\$14,000.00
5 10" WATER VALVE	EA	1	\$1,050.00	\$1,050.00
6 12" WATER VALVE	EA	1	\$1,500.00	\$1,500.00
7 HYDRANT, BURY & GATE VALVE	EA	11	\$2,000.00	\$22,000.00
8 CONNECT TO EX. WATER	EA	2	\$1,200.00	\$2,400.00
9 HOUSE SERVICE INCLUDING METER BOX	EA	65	\$250.00	\$16,250.00
SUB-TOTAL				\$139,620.00
C. SANITARY SEWER				
1 6" SEWER MAIN	LF	684	\$14.00	\$9,576.00
2 10" SEWER MAIN	LF	1,824	\$16.00	\$29,184.00
3 STD. SEWER MANHOLE	EA	13	\$2,000.00	\$26,000.00
4 4" STD. LATERAL	EA	65	\$250.00	\$16,250.00
5 CONNECT TO EX. SEWER	EA	1	\$700.00	\$700.00
SUB-TOTAL				\$81,710.00
D. STORM DRAINAGE				
1 12" STORM DRAIN	LF	107	\$18.00	\$1,926.00
2 15" STORM DRAIN	LF	213	\$21.00	\$4,473.00
3 18" STORM DRAIN	LF	272	\$24.00	\$6,528.00
4 24" STORM DRAIN	LF	616	\$30.00	\$18,480.00
5 STD. MANHOLE	EA	6	\$2,000.00	\$12,000.00
6 CATCH BASIN	EA	8	\$1,450.00	\$11,600.00
7 CONNECT TO EX. STORM DRAIN	EA	1	\$800.00	\$800.00
SUB-TOTAL				\$55,807.00
E. CONCRETE				
1 6" VERTICAL CURB & GUTTER (INCL. RETURNS & DRIVEWAYS)	LF	3,897	\$10.00	\$38,970.00
2 ROLLED CURB & GUTTER	LF	1,278	\$14.00	\$17,892.00
3 SIDEWALK (INCL. RAMPS, RETURNS & DRIVEWAYS)	SF	28,049	\$3.00	\$84,147.00
4 WHEEL CHAIR RAMP (LABOR ONLY)	EA	12	\$600.00	\$7,200.00
SUB-TOTAL				\$148,209.00

F. PAVING

1	2.5" A.C. OVER 10.5" A.B.	SF	83,269	\$1.85	\$154,047.65
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SUB-TOTAL					\$154,047.65
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G. ELECTROLIERS

1	ELECTROLIERS	EA	13	\$2,500.00	\$32,500.00
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SUB-TOTAL					\$32,500.00
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H. MISCELLANEOUS

1	R-1 STOP SIGN AND STREET NAME SIGN W/ LEGEND	EA	7	\$350.00	\$2,450.00
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2	STRIPING	LS	1	\$1,500.00	\$1,500.00
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3	MONUMENT WELLS	EA	13	\$300.00	\$3,900.00
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4	STREET BARRICADE	LF	43	\$80.00	\$3,440.00
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SUB-TOTAL					\$11,290.00
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Construction Total					\$628,183.65
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Notes:

1. This estimate does not include surveying, engineering, landscaping, street trees, joint trench, or irrigation.
2. This estimate does not include cost for removal and/or replacement of existing utility poles and the utilities associated with the utility poles.
3. This estimate does not include cost for irrigation ditch removal, relocation, or pipe lining.
4. Estimate grading cost can vary due to shrinkage, stripping, site consolidation and other variable factors associated with earthwork.
5. Items not included as part of this estimate:

A. Good Neighbor Fencing	J. Easement acquisitions
B. Permits	K. Retaining Walls
C. Utility Fees	L. Landscape Design Improvements
D. City Fees, bond fees	M. Street Trees
E. Engineering/design fees	N. Tree Removal
F. Soils engineering cost	O. Mail Boxes
G. Power Pole Relocation	P. Existing Irrigation Facility Demolition
H. Construction Surveying	
I. Landscaping Fees	
6. This estimate is not intended for bidding purposes.

CONDITIONS OF APPROVAL FOR VESTING TENTATIVE TRACT MAP #2016-02 – HILL PROPERTY

General

1. The applicant shall submit a revised Vesting Tentative Tract Map to the Community and Economic Development Department reflecting any modifications, additions, and/or conditions of approval, within 30 days from Planning Commission approval. If necessary, the revised Vesting Tentative Tract Map shall be reviewed by the City Engineer and the Community and Economic Development Director and signed by the Community and Economic Development Director for purposes of providing a clear record of the approved Vesting Tentative Tract Map.
2. The Vesting Tentative Tract Maps, Final Maps, and Improvement Plans shall be consistent with the Final Development Plan, as conditioned.
3. Approval and life of the Vesting Tentative Tract Maps shall be as set forth in the Los Banos Municipal Code.
4. All development shall be consistent with the Vesting Tentative Tract Map #2016-02 and approved Final Development Plan #2016-02, reflecting any amendments added during approval.
5. The Final Map(s) shall be in substantial compliance with the approved Vesting Tentative Tract Map, including any changes set forth in the conditions of approval.
6. A Final Map shall be prepared by a professional land surveyor licensed in California or a professional engineer licensed in California and qualified to practice land surveying, according to the Subdivision Map Act, and local ordinances.
7. At least two points on the Final Map shall be tied to the California State Plane Coordinate System (NAD 83) with ties shown and closure calculations depicting the tie bearings and distances.
8. A letter from the Tax Collector shall be submitted prior to the recording of the Final Map which indicates that taxes have been paid or a bond has been posted.
9. A Final Map Guarantee shall be prepared and provided to the County Recorder.

10. When the submittal has been technically approved, the original mylars and a conforming mylar will be signed and notarized (notary shall not be stamped on the map) and delivered to the Public Works Department.
11. Developer shall include a Public Utility Easement of ten (10) feet along all road frontages.
12. For all properties within 1,000 feet of agricultural operations, deed notices shall be recorded with the final map. The deed notice shall require property purchasers to acknowledge the existing and ongoing commercial and/or agricultural uses on adjacent and nearby properties, and the Merced County Right-to-farm Ordinance.
13. Building Master Plans shall be approved by the Community and Economic Development Department and Building Department prior to issuance of the first building permit and shall be consistent with Final Development Plan #2016-02.
14. Improvement Plans shall be submitted to the City for approval prior to/or concurrent with the application for each final map and the following note shall be required: "The Contractor is responsible for protecting and preserving survey monuments and other survey markers. Any survey monuments damaged as a direct or indirect result of construction activities shall be re-established by a duly licensed land surveyor at the Contractor's sole expense. A corner record shall be filed in accordance with State law for any reset monuments at the Contractor's sole expense."
15. Improvement Plans shall include a street signage and striping plan to be approved by the Public Works Director.
16. On-site improvements may be constructed prior to the recording of the final map subject to City approval of Improvement Plans and payment of applicable plan check and inspection fees, and satisfaction of all construction conditions of approval.
17. Off-site public improvement plan(s) shall be submitted to the Public Works Department for approval prior to/or concurrent with the application for the Final Map. The developer shall not commence off-site improvements until approval is received by the Public Works Department. The developer shall enter into a subdivision improvement agreement with the City and provide labor and maintenance bonds in an amount of 100% of the Engineer's Estimate for public improvements to be completed following recordation of the Final Map.
18. The project is subject to the appropriate Development Impact Fees as established by the City.

19. Private property owners shall be responsible for the maintenance of sound walls and decorative masonry walls located on private property. A maintenance easement shall be provided as required by the Public Works Director.
20. The applicant shall obtain City approval in advance for permanent and temporary on-site and off-site signs through separate sign reviews and bonding consistent with the development criteria of the Los Banos Municipal Code – Sign Ordinance.
21. It is the applicant's responsibility to ensure that the development complies with the Americans with Disabilities Act requirements.
22. It shall be the responsibility of the applicant to convey copies of the conditions of approval to all contractors and sub-contractors.
23. Building permits will be issued in accordance with the City Subdivision Policy that identifies the improvements required in order for a building permit to be issued.
24. All structures, foundations, and footings for future buildings on the project site shall be designed and constructed to conform to the current Uniform Building Code for Seismic Zone 4 to minimize structural damage resulting from potential seismic activity.
25. An engineering soils report shall be prepared for all projects in order to identify soil characteristics requiring special structural design. On-site and off-site structural design shall conform to the findings and recommendation of the engineering soils report. The report shall be prepared prior to issuance of a grading permit, subject to review and approval of the Los Banos City Engineer.
26. Prior to issuance of building permits for development of sensitive residential land uses (e.g. houses, schools, parks, day care), or other uses in which persons may contact soils), a Phase 1 environmental assessment shall be prepared to determine if soils contain hazardous materials. If necessary, a remediation plan shall be created and implemented. The assessment and any necessary remediation plans shall be subject to the approval of the Community and Economic Development Department.
27. Improvement Plans and Grading Plans shall delineate the location and design of all required walls including retaining walls.
28. Improvement Plans shall include mailbox locations, which must be approved by the US Postmaster and the City of Los Banos.
29. Due to the possibility that significant buried cultural resources might be found during construction, the following language shall be included in any

permits issued for the project site, including, but not limited to building permits for future development, subject to the review and approval of the Los Banos Community and Economic Development Department:

If archaeological resources or human remains are discovered during construction, work shall be halted at a minimum of 200 feet from the find and the area shall be staked off. The project developer shall notify a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.

30. In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall ensure that this language is included in all permits in accordance with CEQA Guidelines section 15064.5(e):

If human remains are found during construction there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Los Banos Police Department contacts the coroner of Merced County to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

Pre-Construction and Construction

32. A minimum 200-foot separation shall be maintained between residences and material stockpiles, debris piles or containers and equipment storage during the construction process. If such storage must be located within 200 feet of a residence, a six-foot high opaque fence shall shield the storage area from view when the storage area is inactive for more than

eight hours. This requirement shall be incorporated into the specifications for all construction plans, subject to review and approval by the City of Los Banos Community and Economic Development Department.

33. Two points of all-weather access shall be provided to all areas of the development during all phases of construction to the satisfaction of the Fire Department in areas where residential units are under construction.
34. Temporary construction trailers shall be permitted only in areas immediately adjacent to or within that portion of the subdivision where active subdivision construction is taking place. Placement of said construction trailer is subject to the Community and Economic Development Director approval in accordance with Title 9, Chapter 3, Article 38, Temporary Use Ordinance of the Los Banos Municipal Code.
35. During construction, and for safety purposes, the developer and assigned contractors shall keep the public right-of-way clear of obstructions, and provide for clean up on a daily basis.
36. Prior to acceptance of public improvements, all entries to the subdivision shall be barricaded to prevent the public from entering the construction site.
37. Undeveloped portions of development sites shall be controlled of weeds and free of debris and litter. The applicant shall provide protection against wind and water soil erosion on undeveloped portions of the project site. Temporary vegetation on undeveloped portions of the project site shall not be allowed to grow taller than eighteen inches.
38. All contractors and subcontractors performing work relative to this project shall obtain City of Los Banos Business Licenses, prior to start of work on the project. All work performed on the project shall comply with the requirements of the State Business and Professions Code.
39. Construction shall be limited to those times allowed by City Ordinance: Monday through Friday from 7:00 am to 7:00 pm; Saturday from 8:00 am to 7:00 pm; and Sunday from 9:00 am to 7:00 pm. Properly muffled equipment shall be used.
40. The developer shall incorporate soil erosion control measures into grading and drainage plans that comply with NPDES storm water regulations. These measures shall be monitored for effectiveness by the City of Los Banos. Such measures may include, but not be limited to, the following:
 - a. Limit disturbance of soils and vegetation disturbance removal to the minimum area necessary for access and construction;
 - b. Confine all vehicular traffic associated with construction to the right-of-

way of designated access roads;

- c. Silt fencing installed in accordance with the American Society for Testing and Materials standard D6462.
 - d. Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds;
 - e. Ensure that all exposed soil is provided with temporary drainage and soil protection when construction activity is shut down during the winter periods;
 - f. Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of the proposed erosion control measures;
 - g. Compliance with National Pollution Discharge Elimination System (NPDES) permits administered by the California Regional Water Quality Control Board; and
 - h. Development of a plan to employ best management practices that reduce the level of pollutants discharged into natural waterways and wetlands.
41. Where standard corner lot side yards abut a street, a minimum three-foot landscaping area shall be provided between the back of sidewalk and the fence.
42. Restricted access rights shall be irrevocably offered for dedication to the City along the rear edge of private property where properties back onto streets, and shall be shown on final maps.
43. Masonry walls shall be decorative and in conformance with the Final Development Plan. A minimum 3 foot landscape area shall be provided between the back of the sidewalk and any masonry walls.
- 43-44. Where the project boundary abuts existing good-neighbor residential fences, the Developer shall replace with new fences in accordance with the requirements of the Los Banos Municipal Code.

Air Quality:

- 44-45. All residences shall exceed Title 24 energy requirements. As many energy conserving features as possible shall be included in the design and construction of new buildings. Examples include, but are not limited to, increased wall and ceiling installation, energy efficient lighting, high efficiency appliances, and solar assisted water heating.

- ~~45-46.~~ Housing units shall be oriented to maximize passive solar cooling and heating when practicable.
- ~~46-47.~~ Gas fired appliances shall be low NOx emitting appliances complying with California NOx Emission Rule #1121.
- ~~47-48.~~ Natural gas line and electrical outlets shall be included in the backyard or patio areas of residences to encourage the use of gas and/or electric barbecues.
- ~~48-49.~~ Electrical outlets shall be installed around the exterior of residences to encourage use of electrical landscape maintenance equipment.
- ~~49-50.~~ Only low emitting, EPA approved fireplace inserts and/or wood stoves or natural gas fireplaces shall be installed. No open hearth fireplaces shall be allowed.
- ~~50-51.~~ The developer shall comply with all applicable Indirect Source Rule requirements of the San Joaquin Valley Air Pollution Control District. Developer shall prepare an air emissions reduction if required.

Access and Circulation:

52. Prior to occupancy of the first residence, the developer shall construct Center Avenue for the full length of the Vesting Tentative Map. Frontage improvements shall be provided for the full width of right-of-way including curb/gutter improvements fronting the cemetery. The improvements shall include median, travel lanes, bike lane as applicable, sidewalk, 5' landscape lot, and decorative masonry in accordance with the East Center Area Plan.
- ~~51-53.~~ Street G shall be designed and constructed in accordance with the East Center Area Plan approved January 18, 2006, which consists of 60 foot right-of-way and separated sidewalk with street trees.
- ~~52-54.~~ The developer shall design and install traffic calming along Street G, provide a street stub at Court L for future development to the south, and open Court G or Court I to Street G as approved by the City Engineer.
- ~~53-55.~~ Traffic calming may include, but is not limited to the following: raised intersections, speed cushions, stop signs, varied cross sections, and round-bouts as approved by the City Engineer.
- ~~54-56.~~ The Class I and II bicycle paths shall be designed in conformance with Caltrans design standards, and shall specifically be designed to reduce intersection conflicts between cyclists and automobiles, using signage, lighting, and/or special street pavement treatments at and near points of intersection.

55-57. The developer shall be responsible for constructing public streets per the Vesting Tentative Tract Map including, but not limited to curb, gutter and sidewalk, decorative masonry wall, and landscaping where noted. Improvements to arterials and collector streets shall be completed prior to occupancy of any use within the project boundaries, and improvements to neighborhood streets shall be complete prior to occupancy of any house that requires the street for access.

56-58. The developer shall construct at least a half-section of any adjacent street on which the project borders, regardless of whether project access is taken from that street. The half-section shall be constructed in accordance with City standards, or as otherwise approved in the Vesting Tentative Tract Map, including, but not limited to curb, gutter, sidewalk, one-half of the planned travel lanes, median, decorative masonry wall, and landscaping.

57-59. All street signage and striping within the project area shall be approved by the Public Works Department and shall meet all line-of-sight requirements.

58-60. Prior to acceptance of subdivision improvements, the developer shall install all street and traffic control signs, pavement striping, and street name signs in accordance with the public improvement plans and City standards.

59-61. Prior to approval of Final Improvement Plans, street sections for all streets shall be approved by the City Engineer.

60-62. Final Map(s) shall show a non-access strip 12 inches in width on private property along the frontage of arterial and collector streets, except at driveways, for the purpose of constructing sound walls and decorative masonry walls.

61-63. Prior to approval of the Final Improvement Plan(s), all curb return radii less than 40 feet shall be reviewed for adequacy for turning movements of moving vans, fire apparatus, and other large vehicles, and adjusted accordingly.

62-64. The developer shall be responsible for obtaining encroachment permits from the City of Los Banos prior to performing any work within the City's right-of-way.

63-65. Traffic calming measures throughout the project area shall be provided by the developer and approved by the Public Works Director.

Landscape and Lighting District:

64-66. Prior to approval of any final or parcel map, the developer shall form or annex the subject property to a Lighting and Landscaping District created

for purposes of maintaining public landscape areas, signage and public lighting including a share of traffic signal maintenance costs as authorized pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, and Article XIID of the California Constitution. The form, terms and conditions and the tax rate for the formation of the Lighting and Landscaping District, or in the alternative the annexation of the subject property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. It is the intent of the parties that the assessment of the subject property will be apportioned to each parcel in proportion to the special benefit it receives. District formation or annexation shall be at the sole cost of the developer.

Utilities:

~~65-67.~~ The applicant shall construct water, sewer, and storm drainage facilities as noted on the Vesting Tentative Tract Map, in accordance with City standards. The project shall comply with the current City Plans, Standards, and Specifications, all Master Plan requirements, and the applicant shall work with the Public Works Department in regards to needed infrastructure and development during the Improvement Plan Review stage.

~~66-68.~~ In conformance with the Subdivision Map Act, the developer shall permit installation of underground cable television delivery systems within public utility easements. All dwellings shall be made cable ready.

~~67-69.~~ Prior to approval of Improvement Plans or Final Maps, the developer shall obtain any necessary easements for utilities across adjoining properties.

~~68-70.~~ Easements shall be provided across public property for the purpose of providing access for maintenance of public infrastructure.

~~69-71.~~ All existing overhead utilities shall be placed underground with the exception of high voltage power lines. No new overhead utility lines and equipment shall be shown on Improvement Plans and Grading Plans.

~~70-72.~~ Where the invert is six feet or greater below finish grade, a minimum clearance of five feet from lip of gutter to the edge of pipe shall be provided for underground utility lines.

~~71-73.~~ All street lighting shall be hooded and/or fitted with prismatic directional lenses to prevent illumination onto adjoining properties and glare into on-coming traffic. Streetlight locations shall be shown on Improvement Plans. Developer shall utilize decorative streetlights meeting the illumination standards required in the City street light standards, except that cobra-head streetlights shall be used on arterial streets.

Water:

~~72-74.~~ The proposed project shall conform to the requirements of the Los Banos Water Master Plan, including payment of the water connection impact fee.

~~73-75.~~ Approved backflow devices shall be installed as required.

~~74-76.~~ Domestic water services shall not be placed in driveways.

~~75-77.~~ Final Improvement Plans shall indicate the locations of water line elbows and manholes.

~~78.~~ No building permit shall be issued prior to certification by the Central California Irrigation District that the property has been detached from CCID, or that remaining CCID lines will be intact or rerouted to the satisfaction of CCID.

~~76.~~

Sewer:

~~77-79.~~ The existing Bluff Drive Sewer Pump Station capacity shall be upgraded to 1,900 gpm as identified in the Area Plan.

~~78-80.~~ The existing force main in Page Avenue may need upgrades as determined by the Public Works Director as identified in the Area Plan.

~~79-81.~~ The developer shall construct all on-site and off-site sewer facilities necessary to serve the project, subject to reimbursement for over-sizing, as determined by the City.

~~80-82.~~ Prior to submission of improvement plans for the first phase of development, a Master Sewer Plan for the development shall be submitted, reviewed, and approved by the City Engineer.

~~84-83.~~ Final Improvement Plans shall indicate the locations of sewer line elbows and manholes.

~~82-84.~~ All sewer lines within the private property or common lots shall be privately owned and maintained, except that mains within private property may be publicly owned if an easement is provided for maintenance.

Storm Drainage:

~~83-85.~~ The development shall provide storm drainage to the new basin, and then discharge directly to CCID Canal, as described in the Storm Drain Conveyance and Pump Station Analysis dated January 14, 2005, subject to the review of and as may be modified by the City Engineer. All

improvements to conform to the City's Storm Drainage System Master Plan. All deviations to be approved by the City Engineer.

84-86. Final Improvement Plans for the storm drainage system shall utilize the TR-55 analysis method.

85-87. Prior to acceptance of Final Improvement Plans, the applicant shall submit verification from the manufacturer that the pump station capacity is adequate for full basin to shut-off operational conditions.

86-88. All development shall comply with the Phase II storm water regulations.

87-89. Final Improvement Plans for the storm drainage system shall be submitted to the City and reviewed and approved by the City Engineer prior to issuance of a grading permit.

88-90. The Developer shall generate a Storm Water Pollution Prevention Plan (SWPPP) for pre and post construction best management practices (BMPs). A Notice of Intent (NOI) shall be submitted and approved prior to construction by the State Department of Water Resources.

89-91. The storm drainage basin within The Villas Subdivision shall be complete to the satisfaction of the Public Works Director prior to occupancy of the first house (except model homes) within VTTM #2016-02.

90-92. The applicant shall pay reimbursements as applicable for the Gardens storm drainage improvements; and shall be entitled to reimbursement for future development elsewhere within the plan area.

91-93. The applicant and City shall revise the drainage agreement with CCID as necessary to accommodate drainage flow into the Main Canal.

92-94. All storm drain lines within the private property or common lots shall be privately owned and maintained.

Public Safety:

95. Prior to recordation of a Final Map, the developer shall form or annex the subject property to a Community Facilities District created for the purposes of funding public safety, as authorized by Government Code Section 53313(a) and (b). The form, terms and conditions, and the tax rate for the formation of the Mello-Roos district, or in the alternative the annexation of the subject property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. District formation or annexation shall be at the sole cost of the Developer.

~~93-96.~~ On-street parking shall be prohibited in locations where a minimum 20-foot travel lane will not be maintained.

~~94-97.~~ Emergency access to private property/ common areas shall be assured.

~~95-98.~~ Fire department requirements for the placement of fire hydrants shall be complete prior to approval of development permits.

~~96-99.~~ Fire hydrants shall be installed at locations approved during the Improvement Plan stage and shall be installed based upon City standards.

~~97-100.~~ The developer, as specified by City development standards, shall install "Blue Dot" fire hydrant locators.

~~98-101.~~ Each residence shall have a 6-inch lighted address numbers of contrasting color installed on the front elevations or alternative size as agreed to by developer and Fire Chief.

~~99-102.~~ The developer shall comply with the City Fire Codes and regulations subject to Fire Department approval in regards to building requirements, fire hydrant placement, and sprinkler requirements.

~~100-103.~~ Street names shall be approved by the Fire Department.

~~101-104.~~ Driveways, parking lots, water lines, fire hydrants, and underground utilities shall be completed prior to issuance of building permits.

~~102-105.~~ Upon completion and approval of the project plans, a CD shall be submitted to the Fire Department providing information on street layout, hydrant locations, water mains, storm drain inlets (i.e. Fire Department pre-planning).

Landscaping:

~~103-106.~~ All residential lots shall have fully landscaped front yards prior to occupancy of each dwelling. Front yard landscape plans shall be submitted with the development Master Plans prior to building permit issuance and shall be approved by the City Engineer and Community and Economic Development Director.

~~104-107.~~ The developer shall comply with the adopted street tree ordinance.

~~105-108.~~ Masonry walls shall be landscaped with vines to discourage graffiti.

~~106-109.~~ The applicant shall submit landscape and irrigation plans with each phase of the improvement plans for City review and approval of streetscape landscaping.

| 407.110. ___ Landscape plans for single-family residences shall utilize drought tolerant plantings for no less than 75 percent of front yards. Turf varieties shall be chosen for drought tolerance. Irrigation systems shall be set to minimize water use and spillage onto paved areas.

| 111. Landscape plans shall be designed in accordance with Title 10, Chapter 2, Water Efficient Landscape Ordinance of the Los Banos Municipal Code.

| ~~408.~~ Notice: This approval may contain fees, dedications, reservations or other exactions as defined by the Mitigation Fee Act (Government code sections 66000 et seq.) This notice triggers the 90 day protest period as provided for by the Mitigation Fee Act.



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: November 6, 2019
TYPE OF REPORT: Consent Item
SUBJECT: Final Tract Map No. 2017-01 Stonecreek at Los Banos,
The Villages VII Phase 1B Unit 1

Recommendation:

That the City Council adopts the Resolution approving Final Tract Map No. 2017-01 Stonecreek at Los Banos, The Villages VII Phase 1B Unit 1, and accompanying Subdivision Improvement Agreement.

Background:

The Tentative Tract Map No. 2017-01 was approved by the City of Los Banos Community Development Department on March 8, 2017 by Resolution No. 2017-07. In April 2019, the Public Works staff was contacted by the developer, Anderson Homes, for Final Map approval.

Discussion:

The subject site is generally located within the area bounded by Villages VII Phase 1 Unit 1 to the north, future Villages VII Phase 1B Unit 2 to the south and east, and Merced County AP No. 430-060-002 to the west, more specifically identified as Lot D APN. 430-060-032. The applicant is Anderson Homes, a California corporation. The map consists of 24 single family lots on 4.22± acres. This Final Tract Map is in substantial compliance with Tentative Subdivision Map No. 2017-01.

Fiscal Impact:

Financial security as required by the Subdivision Improvement Agreement, the Subdivision Map Act and Los Banos Municipal Code has been deposited with the City. All required processing, development, plan check and inspection fees have been paid. All bonds have been paid to Merced County.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution

Exhibit A Legal Description

Exhibit B Final Map

Site Map

Subdivision Improvement Agreement

Exhibit A Original Engineers Estimate

Exhibit B Conditions of Approval

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING AND
ADOPTING FINAL TRACT MAP NO. 2017-01
STONECREEK AT LOS BANOS THE VILLAGES
VII PHASE 1B UNIT 1 AND ACCOMPANYING
SUBDIVISION IMPROVEMENT AGREEMENT**

WHEREAS, there has been submitted to the City Council of the City of Los Banos Tract Map No. 2017-01 Stonecreek at Los Banos The Villages VII Phase 1B Unit 1 and accompanying Subdivision Improvement Agreement; and,

WHEREAS, the single-family residential subdivision consists of 24 lots on 4.22± acres; and

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby approve and adopt Final Tract Map No. 2017-01 Stonecreek at Los Banos The Villages VII Phase 1B Unit 1 and accompanying Subdivision Improvement Agreement for the real property described in Exhibit "A", shown in Exhibit "B" and authorize recording based upon the following findings:

1. Final Map is in substantial compliance with Tentative Map No. 2017-01.
2. Financial security as required by the Subdivision Improvement Agreement, Subdivision Map Act, and Los Banos Municipal Code has been deposited with the City.
3. All required processing, development, plan check, and inspection fees have been paid.
4. All bonds have been paid to Merced County.

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

LEGAL DESCRIPTION

Real property in the City of Los Banos, County of Merced, State of California, described as follows:

LOT D AS SHOWN ON THAT CERTAIN MAP ENTITLED "TRACT NO. 2017-01 STONECREEK AT LOS BANOS THE VILLAGES VII-PHASE 1, UNIT 1" FILED FOR RECORD FEBRUARY 6, 2019, IN [BOOK 80 OF OFFICIAL PLATS, AT PAGE 36](#), MERCED COUNTY RECORDS.

APN: 430-060-008-000 (AFFECTS: A PORTION) 430-060-032-000 (NEW APN NOT YET ASSESSED)

OWNER'S STATEMENT

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

OWNERS: ANDERSON HOMES, A CALIFORNIA CORPORATION
BY: _____ DATE _____
NAME: _____ (PRINT NAME)
ITS: _____ (TITLE)

NOTARY STATEMENT (OWNER)

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

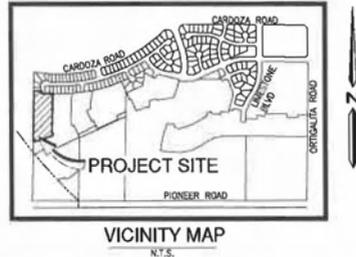
STATE OF CALIFORNIA
COUNTY OF _____
ON _____ BEFORE ME, _____ A NOTARY PUBLIC,
(DATE) PERSONALLY APPEARED _____
(NAME OF SIGNER(S))
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY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

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND,
_____, NOTARY PUBLIC
PRINT NAME: _____
COMMISSION NUMBER: _____
COMMISSION EXPIRES: _____ (DO NOT STAMP)
PRINCIPAL OFFICE LOCATION (COUNTY): _____

**TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1B, UNIT 1**

BEING LOT D, TRACT NO. 2017-01, VOLUME 80 OP PAGES 36-40,
LYING IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 10
SOUTH, RANGE 10 EAST MOUNT DIABLO BASE AND MERIDIAN
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

MARCH 2019
O'DELL
ENGINEERING
1165 Scenic Drive, Suite A
Modesto, CA 95350
Ph 209.571.1765 odellengineering.com



PLANNING COMMISSION STATEMENT:

I, STACY SOUZA ELMS, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR FOR THE CITY OF LOS BANOS, DO HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO: 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 1B, UNIT 1, AND THAT THE SUBDIVISION IS SUBSTANTIALLY THE SAME AS THAT SHOWN ON THE VESTING TENTATIVE MAP APPROVED BY THE CITY PLANNING COMMISSION ON THE 13TH DAY OF APRIL, 2005, AND THAT THIS FINAL MAP OF "TRACT NO: 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 1B, UNIT 1, COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS _____ DAY OF _____, 2019.
BY: _____
STACY SOUZA ELMS, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
CITY OF LOS BANOS

CITY CLERK'S STATEMENT:

I, LUCILLE L. MALLONEE, CITY OF LOS BANOS, STATE OF CALIFORNIA, DO HEREBY STATE THAT AT THE REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, STATE OF CALIFORNIA, HELD ON THIS _____ DAY OF _____, 2019, THE ACCOMPANYING FINAL MAP OF "TRACT NO: 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 1B, UNIT 1, WAS APPROVED AND ACCEPTED ON BEHALF OF THE PUBLIC FOR PUBLIC USE, THE OFFER OF DEDICATION IN EASEMENT OF ALL PUBLIC UTILITY EASEMENTS (P.U.E.), ALL AS SHOWN ON THIS FINAL MAP; ACCEPTED THE OFFER OF DEDICATION IN FEE OF THE STREET RIGHTS-OF-WAY, AS SHOWN ON THIS FINAL MAP; SAID APPROVAL IS SUBJECT TO IMPROVEMENTS.

DATED THIS _____ DAY OF _____, 2019.
BY: _____
LUCILLE L. MALLONEE, CITY CLERK
CITY OF LOS BANOS

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF STONECREEK PROPERTIES, IN NOVEMBER OF 2018. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. I FURTHER STATE THAT ALL THE MONUMENTS SHOWN HEREON WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BEFORE JULY 30TH, 2020, AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS _____ DAY OF _____, 2019.
BY: _____
DYLAN CRAWFORD, P.L.S. 7788



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "TRACT NO: 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 1B, UNIT 1, AND STATE THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, AND THAT ALL PROVISIONS OF ANY LOCAL ORDINANCE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, IF REQUIRED, HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2019.
BY: _____
MARK FACHIN, R.C.E. 34614
CITY ENGINEER

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP AND IT COMPLIES WITH ALL THE PROVISIONS OF CHAPTER 2 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS _____ DAY OF _____, 2019.
BY: _____
NARINDER SAHOTA, PLS 8719
REVIEWING CITY SURVEYOR

RIGHT TO FARM STATEMENT

PER MERCED COUNTY ORDINANCE NO. 1213

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

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

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ O'CLOCK, ____ M. IN
VOL. _____ OF OFFICIAL PLATS, AT PAGES _____, AT THE REQUEST OF
DYLAN CRAWFORD.
FEE \$ _____
BARBARA LEVEY, RECORDER
MERCED COUNTY, CALIFORNIA
BY: _____
ASSISTANT/DEPUTY RECORDER

EXHIBIT B

REFERENCED RECORD DOCUMENTS

- MERCED COUNTY RECORDS
 (R-1) VOLUME 76 OF OFFICIAL PLATS, PAGES 22-30 M.C.R. (VILLAGES IV, PHASE 1B)
 (R-2) VOLUME 108 OF PARCEL MAPS, PAGES 4-5, M.C.R.
 (R-3) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
 (R-4) VOLUME 80 OF OFFICIAL PLATS, PAGES 36-40, M.C.R. (VILLAGES VII, PHASE 1, UNIT 1)
 (R-5) VOLUME 99 OF PARCEL MAPS, PAGES 11-12, M.C.R.
 (R-6) VOLUME 29 OF PARCEL MAPS, PAGE 20, M.C.R.
 (R-7) VOLUME 81 OF OFFICIAL PLATS, PAGES 13-16, M.C.R. (VILLAGES VII, PHASE 1, UNIT 2)

BASIS OF BEARINGS

N89°54'39"E BEING THE BEARING OF THE LINE BETWEEN MERCED COUNTY GPS ST. 1023 AND MERCED COUNTY GPS PT. 1024 (R-3), BEARINGS AND DISTANCES ARE BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE III NAD 83. TO GET GROUND DISTANCES MULTIPLY GRID DISTANCES SHOWN BY 1.0000016.

LINE TABLE IS FOR COURSES SHOWN ON THIS SHEET ONLY

LINE #	DIRECTION	LENGTH	
L1	N89°20'09"E	28.29'	(M)(R-4)
L2	N52°48'54"E	58.14'	(M)(R-4)
L3	N65°35'31"E	60.77'	(M)(R-4)
L4	N24°24'29"W	45.16'	(M)(R-4)
L5	N88°33'49"W	198.00'	(M)(R-4)
L6	N1°02'18"E	33.02'	(M)(R-4)
L7	N69°57'42"W	110.00'	(M)(R-4)
L8	N81°07'24"E	117.37'	(M)(R-4)



LEGEND AND ABBREVIATIONS

- RESOLVED BOUNDARY LINE: ————
 CENTERLINE: - - - - -
 EXISTING EASEMENT LINE: - · - · -
 BASIS OF BEARING TIE LINE: ————
- AC. ACRES
 FD FOUND
 IP IRON PIPE-DIAMETER NOTED
 (M) MEASURED DISTANCE
 (M-M) MONUMENT TO MONUMENT
 OP OFFICIAL PLATS
 PM PARCEL MAP
 M.C.R. MERCED COUNTY RECORDS
 (R-4) REFERENCED RECORD DOCUMENT
 (R) RADIAL BEARING
 SFN SEARCHED, FOUND NOTHING
 (T) TOTAL DISTANCE
 W.C. WITNESS CORNER

NOTES

- THIS SUBDIVISION CONTAINS A TOTAL OF 4.222 ACRES, MORE OR LESS.
- ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY GRID DISTANCES SHOWN BY 1.0000016 TO GET GROUND DISTANCES.
- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- ALL FOUND MONUMENTS ARE ACCEPTED UNLESS OTHERWISE NOTED.

MONUMENT NOTES

- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7788" FOR CONCRETE AREAS
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" IN MONUMENT WELL
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED). SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- SET 5.00' WITNESS CORNER, UNLESS OTHERWISE NOTED. MEASURED ALONG LOT LINE, RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788".
- SET 1.00' WITNESS CORNER IN SIDEWALK, MEASURED ALONG RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED. 1.17" BRASS DISK STAMPED "PLS 7788".
- FOUND MONUMENT AS NOTED
- FOUND 2" BRASS DISK STAMPED "LS 7788" IN MONUMENT WELL PER (R-6), UNLESS OTHERWISE NOTED
- 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" TO BE SET PER (R-4)

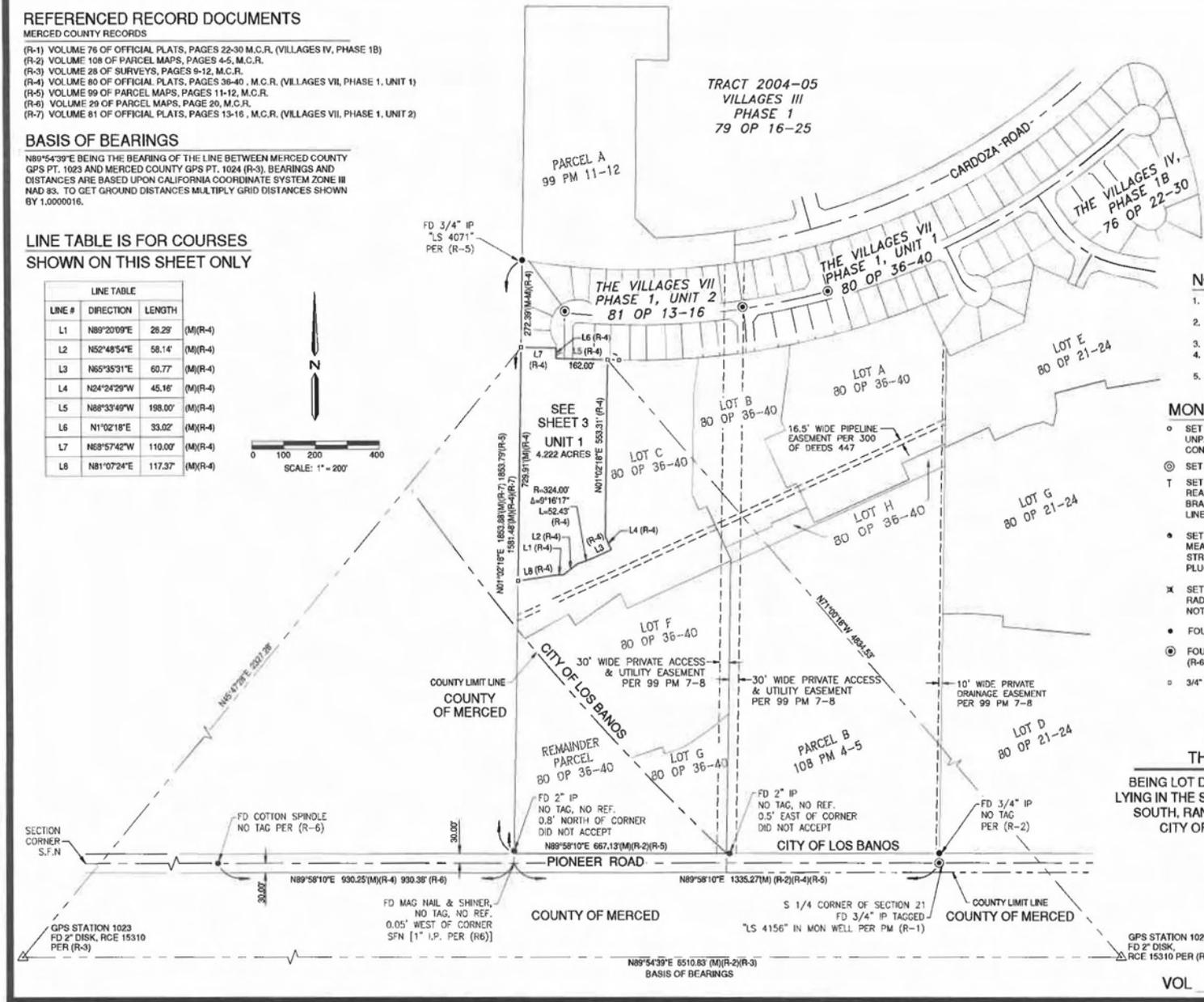
**TRACT NO: 2017-01
 STONECREEK AT LOS BANOS
 THE VILLAGES VII-PHASE 1B, UNIT 1**

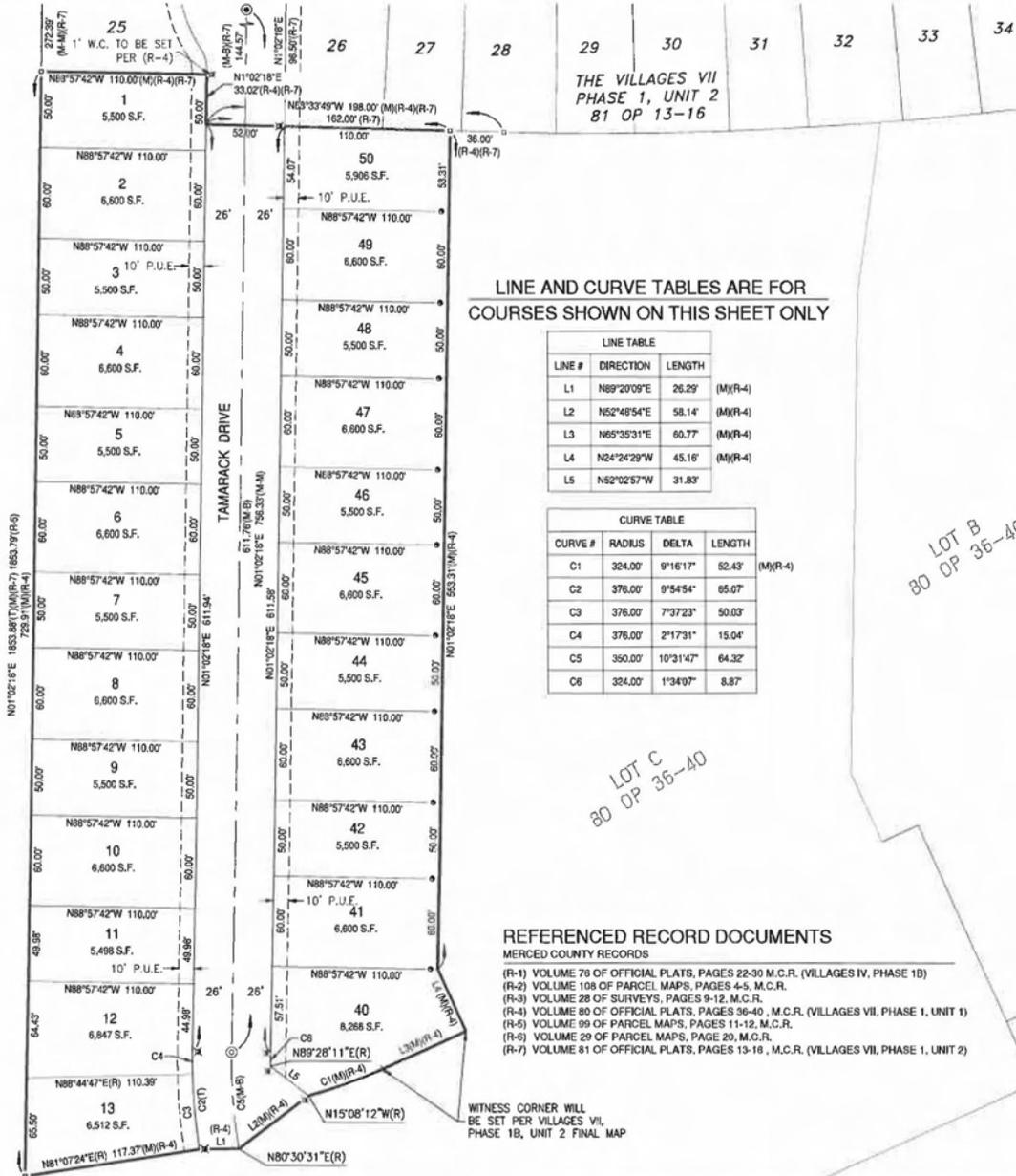
BEING LOT D, TRACT NO. 2017-01, VOLUME 80 OP PAGES 36-40, LYING IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 10 EAST MOUNT DIABLO BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

MARCH 2019



1165 Soenic Drive, Suite A
 Modesto, CA 95350
 Ph 209.571.1765 odellengineering.com





THE VILLAGES VII
 PHASE 1, UNIT 2
 81 OP 13-16

LINE AND CURVE TABLES ARE FOR
 COURSES SHOWN ON THIS SHEET ONLY

LINE #	DIRECTION	LENGTH	
L1	N89°20'09"E	26.29'	(M)(R-4)
L2	N52°48'54"E	58.14'	(M)(R-4)
L3	N65°35'31"E	60.77'	(M)(R-4)
L4	N24°24'29"W	45.16'	(M)(R-4)
L5	N52°02'57"W	31.83'	

CURVE #	RADIUS	DELTA	LENGTH	
C1	324.00'	9°16'17"	52.43'	(M)(R-4)
C2	376.00'	9°54'54"	65.07'	
C3	376.00'	7°37'23"	50.03'	
C4	376.00'	2°17'31"	15.04'	
C5	350.00'	10°31'47"	64.32'	
C6	324.00'	1°34'07"	8.87'	

- REFERENCED RECORD DOCUMENTS
 MERCED COUNTY RECORDS
- (R-1) VOLUME 78 OF OFFICIAL PLATS, PAGES 22-30 M.C.R. (VILLAGES IV, PHASE 1B)
 - (R-2) VOLUME 108 OF PARCEL MAPS, PAGES 4-5, M.C.R.
 - (R-3) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
 - (R-4) VOLUME 80 OF OFFICIAL PLATS, PAGES 36-40, M.C.R. (VILLAGES VII, PHASE 1, UNIT 1)
 - (R-5) VOLUME 99 OF PARCEL MAPS, PAGES 11-12, M.C.R.
 - (R-6) VOLUME 29 OF PARCEL MAPS, PAGE 20, M.C.R.
 - (R-7) VOLUME 81 OF OFFICIAL PLATS, PAGES 13-16, M.C.R. (VILLAGES VII, PHASE 1, UNIT 2)

WITNESS CORNER WILL
 BE SET PER VILLAGES VII,
 PHASE 1B, UNIT 2 FINAL MAP

ABBREVIATIONS

- FD FOUND
- IP IRON PIPE-DIAMETER NOTED
- (M) MEASURED DISTANCE
- (M-B) MONUMENT TO BOUNDARY
- (M-M) MONUMENT TO MONUMENT
- OP OFFICIAL PLATS
- PM PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- M.C.R. MERCED COUNTY RECORDS
- (R-#) REFERENCED RECORD DOCUMENT
- (R) RADIAL BEARING
- SPN SEARCHED, FOUND NOTHING
- S.F. SQUARE FEET
- (T) TOTAL DISTANCE
- W.C. WITNESS CORNER

MONUMENT NOTES

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- † SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS (UNLESS OTHERWISE NOTED), SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
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- ✕ SET 1.00" WITNESS CORNER IN SIDEWALK, MEASURED ALONG RADIAL LINE OR PERPENDICULAR TO STREET CENTERLINE AS NOTED, 1.17" BRASS DISK STAMPED "PLS 7788".
- FOUND MONUMENT AS NOTED
- ⊙ FOUND 2" BRASS DISK STAMPED "LS 7788" IN MONUMENT WELL PER (R-#), UNLESS OTHERWISE NOTED
- 3/4" x 24" IRON PIPE WITH PLASTIC PLUG "PLS 7788" TO BE SET PER (R-4)

LEGEND

- RESOLVED BOUNDARY LINE
- CENTERLINE
- EASEMENT LINE

NOTES

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- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- ALL FOUND MONUMENTS ARE ACCEPTED UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS

N89°54'29"E BEING THE BEARING OF THE LINE BETWEEN MERCED COUNTY GPS PT. 1023 AND MERCED COUNTY GPS PT. 1024 (R-3). BEARINGS AND DISTANCES ARE BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE III NAD 83. TO GET GROUND DISTANCES MULTIPLY GRID DISTANCES SHOWN BY 1.0000016.

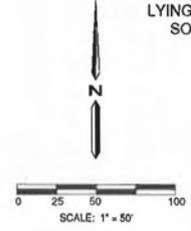
TRACT NO: 2017-01
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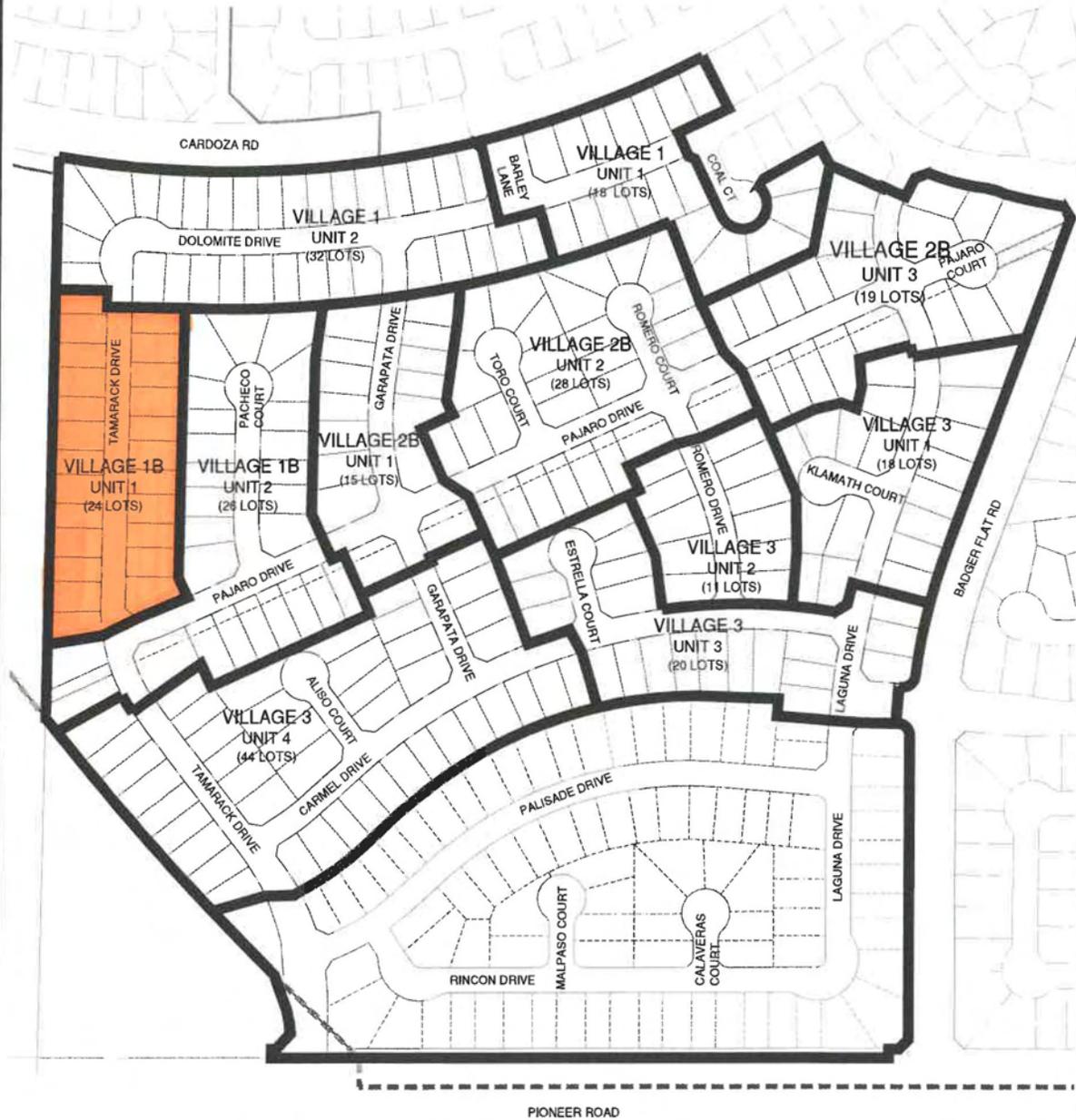
MARCH 2019



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 Modesto, CA 95350
 Ph 209.571.1765 odellengineering.com



SITE MAP



H:\31110 Dove Hollow Stonecreek\31110-Key Map.dwg yimura 13:19:17 05/17/2019



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

STONECREEK VILLAGES
 LOS BANOS, CALIFORNIA

DESCRIPTION: STONECREEK VILLAGES KEY MAP	
SCALE: NONE	DATE: 11/14/2018
JOB NO.: 31110	
FILE: 31110-KEY MAP.DWG	

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

Lucille L. Mallonee, City Clerk

City of Los Banos

520 J Street

Los Banos CA 93635

Space above this line for Recorder's use.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2019, between ANDERSON HOMES, a California Corporation, Parties of the First Part, hereinafter designated and called "DEVELOPER(S)", and the CITY OF LOS BANOS, a municipal corporation, the Parties of the Second Part, hereinafter designated and called "CITY".

WHEREAS, the DEVELOPER(S) have presented to the CITY a certain Final Map located within the corporate limits of the CITY, and known and described as Tract No 2017-01 Stonecreek at Los Banos, The Villages VII Phase 1B Unit 1, comprised of 24 lots, a copy of which is on file at the City of Los Banos Planning Department and made a part of this AGREEMENT by reference, and said DEVELOPER(S) have requested the CITY to accept the dedications delineated and shown on said Final Map in order that the same may be recorded as required by law; and,

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

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

WHEREAS, the City Council of the City of Los Banos has found said Final Map by Resolution No. _____ to be in substantial compliance with the designs and Conditions of Approval of Vesting Tentative Tract Map No. 2017-01.

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

SUBDIVISION AGREEMENT

1. That the CITY has fixed and does fix the time within which DEVELOPER(S) shall do and perform the work and improvements hereinafter specified and at such time during this period as designated by the Public Works Director/City Engineer of the CITY, but no later than the 30th day of December 2021, with the said provision that this time may be extended by consent of the City Council, and that the DEVELOPER(S) will, within the period of time stated herein above in this paragraph stated and fixed, do or cause to be done and performed, the following described work and improvements,(as detailed in attached Exhibit A) all at their own cost and expense, to the satisfaction of the Public Works Director/City Engineer in accord with the approved subdivision improvement plans and existing City Policies and adopted Standards, including all costs of inspection, to-wit;

IMPROVEMENTS:

1. SITE PREPARATION	\$	2,500.00
2. WATER	\$	31,460.00
3. SANITARY SEWER	\$	23,970.00
4. CONCRETE	\$	40,055.00
6. PAVING	\$	61,633.60
7. ELECTROLIERS	\$	7,500.00
8. MISCELLANEOUS	\$	<u>300.00</u>
TOTAL	\$	167,418.60

2. The DEVELOPER(S) shall furnish bonding or other forms of security for the estimated cost of the remaining improvements, agreed to by the CITY for Performance at 100%, **\$167,418.60** and Labor and Materials at 50%, **\$83,709.30** and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of **\$16,741.86**. In addition, the DEVELOPER(S) shall

provide a bond or other form of security in the amount of **\$3,500.00** for survey monuments, per §66496 of the Government Code.

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

FINAL MAP REVIEW

Charges for	\$	2,165.64	
Less: Deposit for Map Review (Rec#01312231)	\$	(1,000.00)	
Less: Payment for Map Review (Rec#1386678)	\$	(1,165.64)	
SUB-TOTAL			\$ 0.00
	TOTAL	\$	0.00

4. In accordance with adopted City Policy, security funds may be released for each category of improvements, as per Engineer's cost estimates for **\$167,418.60** (attached as Exhibit "A"), as approved by Public Works Director/City Engineer and accepted by the City Council.

5. The DEVELOPER(S) shall install improvements in accordance with the requirements of the City of Los Banos Municipal Code, the Standard Specifications of the City of Los Banos, the approved Subdivision Improvements and Grading Plans and the Conditions of Approval of Vesting Tentative Tract Map 2017-01. All public improvements and utilities must be installed prior to occupancy of units.

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

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

8. Any improvements not shown on the approved Improvement Plans which are to be dedicated to the CITY or which are to be placed within the proposed City right-of-way, including mailboxes, private and utility works, shall not be constructed without written approval from the CITY. It shall be the DEVELOPER(S) responsibility to ensure that mailboxes for use by the U.S.

Postal Service are available for residents at the time of occupancy; installation to be per plans approved by the Postmaster and the CITY.

9. All earthwork and construction shall meet the requirements and recommendations of the Soils Report, the Amended Soils Report for the Project and the adopted Improvement Standards and Specifications of the City. The DEVELOPER(S) shall, at their expense, provide a Soils Engineer whose responsibility includes the professional inspection and approval concerning the preparation of ground to receive fills, excavation and backfill operations, stability of all finished slopes, and testing for required compaction. Prior to the issuance of structural permits and prior to occupancy release, the Soils Engineer shall certify, in writing, that all earthwork including trench backfill meets the requirements and recommendations of the Soils Report and the adopted Improvement Standards and Specifications of the City.

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

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

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

13. The DEVELOPER(S) hereby release and agree to indemnify and hold the CITY harmless from and against any and all injuries to and deaths of persons and injuries to property, and all claims, demands, costs, loss, damage, and liability, howsoever the same may be caused and

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

14. The DEVELOPER(S) agree that the use for any purpose and by any persons of any and all of the improvements herein before specified, shall be at the sole and exclusive risk of the DEVELOPER(S) at all times prior to final acceptance by the CITY of the completed improvements. Thereon and therein; provided, that acceptance by the CITY shall in no way eliminate or lessen any of DEVELOPER(S) obligations and undertakings contained in this AGREEMENT. The issuance of any occupancy permits by the CITY for dwellings located within said subdivision shall not be construed in any manner to constitute an acceptance and approval of any or all of the improvements in said subdivision.

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

16. DEVELOPER(S) shall provide for adequate erosion control as determined by the Public Works Director/City Engineer on individual lots and from exterior property draining into the area

of the subdivision, to protect the public rights-of-way and improvements. Erosion control on individual lots shall continue until such a time as front and street side yard landscaping is installed.

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

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

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

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

21. DEVELOPER(S) shall comply with all applicable original or amended Conditions of Approval of Vesting Tentative Tract Map 2017-01 prior to acceptance of public improvements or final of any housing units.

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

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

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

25. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map 2017-01, and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.

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

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

[Signature Page Follows]

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

ANDERSON HOMES
A California Corporation



Michael Anderson, Vice President

PARTIES OF THE FIRST PART

CITY OF LOS BANOS
A Municipal Corporation

Michael Villalta, Mayor

PARTIES OF THE SECOND PART

ATTEST:

Lucille L. Mallonee, City Clerk
City of Los Banos

Signatures need to be notarized. Attach a Notary Acknowledgement.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

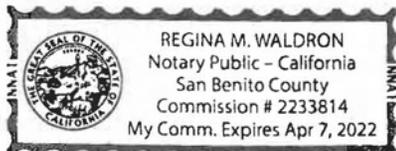
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Benito)
On Oct 14, 2019 before me, Regina M. Waldron, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Michael Anderson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Regina M. Waldron
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document Subdivision

Title or Type of Document: Improvement Agreement Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



OPINION OF PROBABLE COST

Project name: Dove Hollow, Phase 1A - Unit 1 (24 Lots)

LOS BANOS, CA
Project progress stage: DESIGN

5/16/2019

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. SITE PREPARATION				
1 SITE CLEARING	LS	1	\$1,000.00	\$1,000.00
2 EROSION CONTROL	LS	1	\$1,500.00	\$1,500.00
SUB-TOTAL				\$2,500.00
B. WATER				
1 10" WATER	LF	704	\$20.00	\$14,080.00
2 10" WATER VALVE	LF	1	\$2,000.00	\$2,000.00
3 8" WATER	LF	10	\$18.00	\$180.00
4 8" WATER VALVE	EA	1	\$1,000.00	\$1,000.00
5 HYDRANT, BURY & GATE VALVE	EA	1	\$2,500.00	\$2,500.00
6 CONNECT TO EX. WATER MAIN	EA	1	\$1,500.00	\$1,500.00
7 HOUSE SERVICE INCLUDING METER BOX (TAP INTO EXISTING)	EA	1	\$1,000.00	\$1,000.00
8 HOUSE SERVICE INCLUDING METER BOX	EA	23	\$400.00	\$9,200.00
SUB-TOTAL				\$31,460.00
C. SANITARY SEWER				
1 8" SEWER MAIN	LF	665	\$18.00	\$11,970.00
2 STD. SEWER MANHOLE	EA	3	\$2,000.00	\$6,000.00
3 4" STD. LATERAL	EA	24	\$250.00	\$6,000.00
SUB-TOTAL				\$23,970.00
D. CONCRETE				
1 6" VERTICAL CURB & GUTTER (INCL. RETURNS & DRIVEWAYS)	LF	673	\$15.00	\$10,095.00
2 SIDEWALK (INCL. RAMPS, RETURNS & DRIVEWAYS)	SF	9,720	\$3.00	\$29,160.00
3 WHEEL CHAIR RAMP (LABOR ONLY)	EA	1	\$800.00	\$800.00
SUB-TOTAL				\$40,055.00

p:209.571.1765 | f:209.571.2466

Probable Cost Estimate

Modesto Office: 1165 Scenic Drive, Suite A, Modesto, CA 95350 | www.odellengineering.com

O'Dell Engineering

E. PAVING

1	2.5" A.C. OVER 10" A.B.	SF	20,508	\$3.00	\$61,524.00
2	SAWCUT	LF	60	\$1.50	\$90.00
3	REMOVE PAVEMENT	SF	56	\$0.35	\$19.60

SUB-TOTAL **\$61,633.60**

F. ELECTROLIERS

1	ELECTROLIERS	EA	3	\$2,500.00	\$7,500.00
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SUB-TOTAL **\$7,500.00**

G. MISCELLANEOUS

1	MONUMENT WELLS	EA	1	\$300.00	\$300.00
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SUB-TOTAL **\$300.00**

Construction Total \$167,418.60

10% CONSTRUCTION CONTINGENCY **\$16,741.86**

GRAND TOTAL \$184,160.46

Notes:

1. This estimate does not include surveying, engineering, landscaping, street trees, joint trench, or irrigation.
2. This estimate does not include cost for removal and/or replacement of existing utility poles and the utilities associated with the utility poles.
3. This estimate does not include cost for irrigation ditch removal, relocation, or pipe lining.
4. Estimate grading cost can vary due to shrinkage, stripping, site consolidation and other variable factors associated with earthwork.
5. Items not included as part of this estimate.

A. Good Neighbor Fencing	J. Easement acquisitions
B. Permits	K. Walls
C. Utility Fees	L. Landscape Design Improvements
D. City Fees, bond fees	M. Street Trees
E. Engineering/design fees	N. Tree Removal
F. Soils engineering cost	O. Mail Boxes
G. Power Pole Relocation	P. Existing Irrigation Facility Demolition
H. Construction Surveying	
I. Landscaping Fees	
6. This estimate is not intended for bidding purposes

EXHIBIT C

CONDITIONS OF APPROVAL FOR VESTING TENTATIVE TRACT MAP #2017-01 – DOVE HOLLOW VILLAGES AT STONECREEK VII

General

1. The applicant shall submit a revised Vesting Tentative Tract Map to the Community and Economic Development Department reflecting any modifications, additions, and/or conditions of approval, within 30 days from Planning Commission approval. If necessary, the revised Vesting Tentative Tract Map shall be reviewed by the City Engineer and the Community and Economic Development Director and signed by the Community and Economic Development Director for purposes of providing a clear record of the approved Vesting Tentative Tract Map.
2. The Vesting Tentative Tract Maps, Final Maps, and Improvement Plans shall be consistent with the Final Development Plan, as conditioned.
3. Approval and life of the Vesting Tentative Tract Maps shall be as set forth in the Los Banos Municipal Code.
4. All development shall be consistent with the Vesting Tentative Tract Map #2017-01 and approved Final Development Plan #2017-01, reflecting any amendments added during approval.
5. The Final Map(s) shall be in substantial compliance with the approved Vesting Tentative Tract Map, including any changes set forth in the conditions of approval.
6. A Final Map shall be prepared by a professional land surveyor licensed in California or a professional engineer licensed in California and qualified to practice land surveying, according to the Subdivision Map Act, and local ordinances.
7. At least two points on the Final Map shall be tied to the California State Plane Coordinate System (NAD 83) with ties shown and closure calculations depicting the tie bearings and distances.
8. A letter from the Tax Collector shall be submitted prior to the recording of the Final Map which indicates that taxes have been paid or a bond has been posted.
9. A Final Map Guarantee shall be prepared and provided to the County Recorder.

10. When the submittal has been technically approved, the original mylars and a conforming mylar will be signed and notarized (notary shall not be stamped on the map) and delivered to the Public Works Department.
11. Developer shall include a Public Utility Easement of ten (10) feet along all road frontages.
12. For all properties within 1,000 feet of agricultural operations, deed notices shall be recorded with the final map. The deed notice shall require property purchasers to acknowledge the existing and ongoing commercial and/or agricultural uses on adjacent and nearby properties, and the Merced County Right-to-farm Ordinance.
13. Building Master Plans shall be approved by the Community and Economic Development Department and Building Department prior to issuance of the first building permit and shall be consistent with Final Development Plan #2017-01.
14. Improvement Plans shall be submitted to the City for approval prior to/or concurrent with the application for each final map and the following note shall be required: "The Contractor is responsible for protecting and preserving survey monuments and other survey markers. Any survey monuments damaged as a direct or indirect result of construction activities shall be re-established by a duly licensed land surveyor at the Contractor's sole expense. A corner record shall be filed in accordance with State law for any reset monuments at the Contractor's sole expense."
15. Improvement Plans shall include a street signage and striping plan to be approved by the Public Works Director.
16. On-site improvements may be constructed prior to the recording of the final map subject to City approval of Improvement Plans and payment of applicable plan check and inspection fees, and satisfaction of all construction conditions of approval.
17. Off-site public improvement plan(s) shall be submitted to the Public Works Department for approval prior to/or concurrent with the application for the Final Map. The developer shall not commence off-site improvements until approval is received by the Public Works Department. The developer shall enter into a subdivision improvement agreement with the City and provide labor and maintenance bonds in an amount of 100% of the Engineer's Estimate for public improvements to be completed following recordation of the Final Map.
18. The project is subject to the appropriate Development Impact Fees as established by the City.

19. Private property owners shall be responsible for the maintenance of sound walls and decorative masonry walls located on private property.
20. The applicant shall obtain City approval in advance for permanent and temporary on-site and off-site signs through separate sign reviews and bonding consistent with the development criteria of the Los Banos Municipal Code – Sign Ordinance.
21. It is the applicant's responsibility to ensure that the development complies with the Americans with Disabilities Act requirements.
22. It shall be the responsibility of the applicant to convey copies of the conditions of approval to all contractors and sub-contractors.
23. Building permits will be issued in accordance with City Subdivision Policy that identifies the improvements required in order for a building permit to be issued.
24. All structures, foundations, and footings for future buildings on the project site shall be designed and constructed to conform with the current Uniform Building Code for Seismic Zone 4 to minimize structural damage resulting from potential seismic activity.
25. An engineering soils report shall be prepared for all projects in order to identify soil characteristics requiring special structural design. On-site and off-site structural design shall conform to the findings and recommendation of the engineering soils report. The report shall be prepared prior to issuance of a grading permit, subject to review and approval of the Los Banos City Engineer.
26. Prior to issuance of building permits for development of sensitive residential land uses (e.g. houses, schools, parks, day care), or other uses in which persons may contact soils), a Phase 1 environmental assessment shall be prepared to determine if soils contain hazardous materials. If necessary, a remediation plan shall be created and implemented. The assessment and any necessary remediation plans shall be subject to the approval of the Community Development Department.
27. Improvement Plans and Grading Plans shall delineate the location and design of all required walls and fences including retaining walls.
28. Improvement Plans shall include mailbox locations, which must be approved by the US Postmaster and the City of Los Banos.
29. Undeveloped portions of the subdivision shall be controlled of weeds and free of debris and litter.

30. Due to the possibility that significant buried cultural resources might be found during construction, the following language shall be included in any permits issued for the project site, including, but not limited to building permits for future development, subject to the review and approval of the Los Banos Planning Division:

If archaeological resources or human remains are discovered during construction, work shall be halted at a minimum of 200 feet from the find and the area shall be staked off. The project developer shall notify a qualified professional archaeologist. If the find is determined to be significant, appropriate mitigation measures shall be formulated and implemented.

31. In the event of an accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the City shall ensure that this language is included in all permits in accordance with CEQA Guidelines section 15064.5(e):

If human remains are found during construction there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until the Los Banos Police Department contacts the coroner of Merced County to determine that no investigation of the cause of death is required. If the coroner determines the remains to be Native American, the coroner shall contact the Native American Heritage Commission within 24 hours. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descendent from the deceased Native American. The most likely descendent may then make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and associated grave goods as provided in Public Resources Code Section 5097.98. The landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further disturbance if: a) the Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission; b) the descendent identified fails to make a recommendation; or c) the landowner or his authorized representative rejects the recommendation of the descendent, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.

Pre-Construction and Construction

32. A minimum 200-foot separation shall be maintained between residences and material stockpiles, debris piles or containers and equipment storage during the construction process. If such storage must be located within

200 feet of a residence, a six-foot high opaque fence shall shield the storage area from view when the storage area is inactive for more than eight hours. This requirement shall be incorporated into the specifications for all construction plans, subject to review and approval by the City of Los Banos Community and Economic Development Director.

33. Two points of all-weather access shall be provided to all areas of the development during all phases of construction to the satisfaction of the Fire Department in areas where residential units are under construction.
34. Temporary construction trailers shall be permitted only in areas immediately adjacent to or within that portion of the subdivision where active subdivision construction is taking place. Placement of said construction trailer is subject to the Community and Economic Development Director approval in accordance with Title 9, Chapter 3, Article 38, Temporary Use Ordinance of the Los Banos Municipal Code.
35. During construction, and for safety purposes, the developer and assigned contractors shall keep the public right-of-way clear of obstructions, and provide for clean up on a daily basis.
36. Prior to acceptance of public improvements, all entries to the subdivision shall be barricaded to prevent the public from entering the construction site.
37. Undeveloped portions of development sites shall be controlled of weeds and free of debris and litter. The applicant shall provide protection against wind and water soil erosion on undeveloped portions of the project site. Temporary vegetation on undeveloped portions of the project site shall not be allowed to grow taller than eighteen inches.
38. All contractors and subcontractors performing work relative to this project shall obtain City of Los Banos Business Licenses, prior to start of work on the project. All work performed on the project shall comply with the requirements of the State Business and Professions Code.
39. Construction shall be limited to those times allowed by City Ordinance: Monday through Friday from 7:00 am to 7:00 pm; Saturday from 8:00 am to 7:00 pm; and Sunday from 9:00 am to 7:00 pm. Properly muffled equipment shall be used.
40. The developer shall incorporate soil erosion control measures into grading and drainage plans that comply with NPDES storm water regulations. These measures shall be monitored for effectiveness by the City of Los Banos. Such measures may include, but not be limited to, the following:
 - a. Limit disturbance of soils and vegetation disturbance removal to the minimum area necessary for access and construction;

- b. Confine all vehicular traffic associated with construction to the right-of-way of designated access roads;
 - c. Silt fencing installed in accordance with the American Society for Testing and Materials standard D6462.
 - d. Adhere to construction schedules designed to avoid periods of heavy precipitation or high winds;
 - e. Ensure that all exposed soil is provided with temporary drainage and soil protection when construction activity is shut down during the winter periods;
 - f. Inform construction personnel prior to construction and periodically during construction activities of environmental concerns, pertinent laws and regulations, and elements of the proposed erosion control measures;
 - g. Compliance with National Pollution Discharge Elimination System (NPDES) permits administered by the California Regional Water Quality Control Board; and
 - h. Development of a plan to employ best management practices that reduce the level of pollutants discharged into natural waterways and wetlands.
- 41. Where standard corner lot side yards abut a street, a minimum three-foot landscaping area shall be provided between the back of sidewalk and the fence.
 - 42. Restricted access rights shall be irrevocably offered for dedication to the City along the rear edge of private property where properties back onto streets, and shall be shown on final maps.
 - 43. Masonry walls shall be decorative and in conformance with the Final Development Plan. A minimum 3 foot landscape area shall be provided between the back of the sidewalk and any masonry walls.

Air Quality:

- 44. Housing units shall be oriented to maximize passive solar cooling and heating when practicable.
- 45. Gas fired appliances shall be low NOx emitting appliances complying with California NOx Emission Rule #1121.
- 46. The developer shall comply with all applicable Indirect Source Rule requirements of the San Joaquin Valley Air Pollution Control District.

Developer shall prepare an air emissions reduction if required.

Access and Circulation:

47. All street traffic impact fee reimbursements shall be per the Transportation Impact Fee program (TIF).
48. Full width street improvements for Badger Flat Road (street to the eastside of Dove Hollow Villages at Stonecreek VII), shall be constructed as approved by the Public Works Director based on a phasing plan which contemplates the surrounding tentative maps.
49. Half-street sections will not be permitted in the construction of VTTM #2017-01.
50. Pavement along Pioneer Road will need to be rebuilt in accordance with the City of Los Banos Standards and Specifications.
51. The bicycle paths shall be designed in conformance with Caltrans design standards, and shall specifically be designed to reduce intersection conflicts between cyclists and automobiles, using signage, lighting, and/or special street pavement treatments at and near points of intersection.
52. The developer shall be responsible for constructing public streets per the Vesting Tentative Tract Maps including, but not limited to curb, gutter and sidewalk, decorative masonry wall, and landscaping where noted. Improvements to arterials and collector streets shall be completed prior to occupancy of any use within the project boundaries, and improvements to neighborhood streets shall be complete prior to occupancy of any house that requires the street for access.
53. All street signage and striping within the project area shall be approved by the Public Works Department and shall meet all line-of-sight requirements.
54. Prior to acceptance of subdivision improvements, the developer shall install all street and traffic control signs, pavement striping, and street name signs in accordance with the public improvement plans and City and/or Caltrans standards.
55. Final Map(s) shall show a non-access strip 12 inches in width on private property along the frontage of arterial and collector streets, except at driveways, for the purpose of constructing sound walls and decorative masonry walls.
56. The developer shall be responsible for obtaining encroachment permits from the City of Los Banos prior to performing any work within the City's right-of-way.

57. Prior to Final Map approval, a Traffic Engineer shall design traffic calming measures throughout the project area to be approved by the Public Works Director/City Engineer. Traffic calming measures may include, but are not limited to, raised intersections, stop signs, varied cross sections, solar speed limit radars, and roundabouts to be installed by the developer.

Landscape and Lighting District:

58. Prior to approval of any final or parcel map, the developer shall form or annex the subject property to a Lighting and Landscaping District created for purposes of maintaining public landscape areas, signage and public lighting including a share of traffic signal maintenance costs as authorized pursuant to the Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, and Article XIII D of the California Constitution. The form, terms and conditions and the tax rate for the formation of the Lighting and Landscaping District, or in the alternative the annexation of the subject property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. It is the intent of the parties that the assessment of the subject property will be apportioned to each parcel in proportion to the special benefit it receives. District formation or annexation shall be at the sole cost of the developer.

Community Facilities District:

59. Prior to the recordation of a Final Map the Developer shall form or annex the Subject Property to a community facilities district created for the purposes of funding public safety, as authorized by Government Code Section 53313(a) and (b). The form, terms and conditions and the tax rate for the formation of the Mello-Roos district, or in the alternative the annexation of the subject property to an existing district, shall be as approved by the City Council, as determined in its sole and exclusive discretion. District formation or annexation shall be at the sole cost of the Developer.

Utilities:

60. The applicant shall construct water, sewer, and storm drainage facilities as noted on the Vesting Tentative Tract Map, in accordance with City standards. The project shall comply with the current City Plans, Standards, and Specifications, all Master Plan requirements, and the applicant shall work with the Public Works Department in regards to needed infrastructure and development during the Improvement Plan Review stage.

61. In conformance with the Subdivision Map Act, the developer shall permit installation of underground cable television delivery systems within public utility easements. All dwellings shall be made cable ready.
62. Prior to approval of Improvement Plans or Final Maps, the developer shall obtain any necessary easements for utilities across adjoining properties.
63. All existing overhead utilities shall be placed underground with the exception of high voltage power lines. No new overhead utility lines and equipment shall be shown on Improvement Plans and Grading Plans.
64. Where the invert is six feet or greater below finish grade, a minimum clearance of five feet from lip of gutter to the edge of pipe shall be provided for underground utility lines.
65. Lot layout shall be subject to the approval of Pacific Gas and Electric (PG&E) prior to recordation of any final map.

Water:

66. The proposed project shall conform to the requirements of the Los Banos Water Master Plan, including payment of the water connection impact fee.
67. Approved backflow devices shall be installed as required.
68. Domestic water services shall not be placed in driveways.
69. Prior to recordation of a Final Map, certification shall be obtained by the Central California Irrigation District that the property has been detached from CCID, or that remaining CCID lines will be intact or rerouted to the satisfaction of CCID.

Sewer:

70. The developer shall construct all on-site and off-site sewer facilities necessary to serve the project, subject to reimbursement for over-sizing, as determined by the City.
71. Prior to submission of improvement plans for the first phase of development, a Master Sewer Plan for the development shall be submitted, reviewed, and approved by the City Engineer.

Storm Drainage:

72. Final Improvement Plans for the storm drainage system shall utilize the TR-55 analysis method.

73. Prior to acceptance of Final Improvement Plans, the applicant shall submit verification from the manufacturer that the pump station capacity is adequate for full basin to shut-off operational conditions.
74. All development shall comply with the Phase II storm water regulations.
75. Final Improvement Plans for the storm drainage system shall be submitted to the City and reviewed and approved by the City Engineer prior to issuance of a grading permit.
76. The Developer shall generate a Storm Water Pollution Prevention Plan (SWPPP) for pre and post construction best management practices (BMPs). A Notice of Intent (NOI) shall be submitted and approved prior to construction by the State Department of Water Resources.

Public Safety:

77. Fire department requirements for the placement of fire hydrants shall be complete prior to approval of development permits.
78. Fire hydrants shall be installed at locations approved during the Improvement Plan stage and shall be installed based upon City standards.
79. The developer, as specified by City development standards, shall install "Blue Dot" fire hydrant locators.
80. Each residence shall have a 6-inch lighted address numbers of contrasting color installed on the front elevations or alternative size as agreed to by developer and Fire Chief.
81. The developer shall comply with the City Fire Codes and regulations subject to Fire Department approval in regards to building requirements, fire hydrant placement, and sprinkler requirements.
82. Fire hydrants (or other methods approved by the Fire Chief) shall be in place and functioning prior to approval of the first residential building permit. Fire hydrants (or other methods approved by the Fire Chief) shall be operational to the satisfaction of the Fire Chief prior to combustible material being located on the site.
83. Street names shall be approved by the Fire Department.
84. Driveways, parking lots, water lines, fire hydrants, and underground utilities shall be completed prior to issuance of building permits.
85. Upon completion and approval of the project plans, a CD shall be submitted to the Fire Department providing information on street layout,

hydrant locations, water mains, storm drain inlets (i.e. Fire Department pre-planning).

86. By separate instrument to be recorded, in accordance with the Stonecreek Area Plan and the Stonecreek Area Plan EIR, prior to approval and the recordation of a Final Map within the Dove Hollow Tentative Map boundary the Developer shall reserve for dedication to the City a 1.4+/- acre Fire Station Site for the development of a fire station by the City. The location (generally in the western quadrant of the Stonecreek Area Plan within APN 430-010-035), the form, the terms and the conditions of the reservation for dedication and the dedication of the Fire Station Site shall be as approved by the City Council, in its sole and exclusive discretion, upon recommendation of the Planning Commission and the Fire Chief. The parties shall take all reasonable and necessary steps and actions to satisfy this condition within a reasonable time after the approval of the Vesting Tentative Map (VTTM 2017-01) and Development Agreement.

Landscaping:

87. All residential lots shall have fully landscaped front yards prior to occupancy of each dwelling. Front yard landscape plans shall be submitted with the development Master Plans prior to building permit issuance and shall be approved by the City Engineer and Community and Economic Development Director.
88. Draught tolerant planting may replace front yard turf as approved by the Community and Economic Development Department and Public Works Department.
89. The developer shall comply with the adopted street tree ordinance.
90. Masonry walls shall be landscaped with vines to discourage graffiti.
91. The applicant shall submit landscape and irrigation plans with each phase of the improvement plans for City review and approval of streetscape landscaping.
92. Landscape plans for single-family residences shall utilize drought tolerant plantings for no less than 75 percent of front yards. Turf varieties shall be chosen for drought tolerance. Irrigation systems shall be set to minimize water use and spillage onto paved areas.
93. Landscape plans shall be designed in accordance with any adopted revised Water Efficient Landscape Ordinance and revised landscape standards including adoption of amendments to the existing and revised Ordinance and/or standards, such revised standards shall apply to the Project immediately upon adoption by the City Council. However, said revised landscape standards shall not apply to new landscaping for any

residential lot where a building permit has been issued prior to the adoption of the revised Ordinance and/or standards.



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: November 6, 2019

TYPE OF REPORT: Consent Agenda

SUBJECT: Authorizing Award of Bid for the Purchase of One New 2019-2020 Model Cab and Chassis

Recommendation:

That the City Council adopts the Resolution to award of bid for the purchase of One New 2019-2020 Model Cab and Chassis to Fresno Truck Center in the amount of \$108,884.21; and authorize the Public Works Director/City Engineer to issue a purchase order to Fresno Truck Center in the amount of \$108,884.21 for the purchase of One New 2019-2020 Model Cab and Chassis.

Discussion:

The Public Works Equipment Capital Plan included the replacement of a cab and chassis for its fleet. Bid documents for the purchase of One New 2019-2020 Model Cab and Chassis were released on Friday, September 20, 2019. A public notice was advertised on Friday, September 20, 2019 in the Los Banos Enterprise. The bid opening occurred on Tuesday, October 22, 2019. The Public Works Department, through the office of City Clerk, received five (5) sealed bids. The following dealerships responded to the City's invitation:

Affinity Truck Center	\$141,908.80
Bonander Truck & Trailer	\$135,395.93
Fresno Truck Center	\$108,884.21
Gibbs International Trucks, Inc	\$113,864.47
Valley Peterbilt, Inc	\$121,163.28

After a review of the submitted bid documents, staff determined Fresno Truck Center supplied the lowest responsive and responsible bid. Therefore, staff is requesting awarding the purchase order to Fresno Truck Center for their total bid price in the amount of \$108,884.21.

This cab and chassis will replace a 1983 dump truck, making the vehicle more versatile for Public Works. Once the new cab and chassis is put in service, the 1983 dump truck will be prepared for public auction.

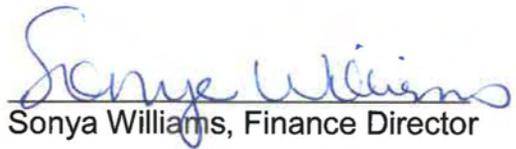
Fiscal Impact:

Funds have been allocated in the 2019-2020 Fiscal Year budget for the purchase within account 502-433-100-753.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
Public Notice
Bid Opening Sheet
Fiscal Budget Sheet
Truck Sample Picture

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS BANOS AWARDING THE
BID FOR THE PURCHASE OF ONE NEW
2019-2020 MODEL CAB AND CHASSIS;
AUTHORIZES THE PUBLIC WORKS
DIRECTOR/CITY ENGINEER TO ISSUE THE
PURCHASE ORDER**

WHEREAS, the City of Los Banos has the responsibility to procure, manage, and maintain the City's fleet; and

WHEREAS, the City of Los Banos received sealed bids for the purchase of One New 2019-2020 Cab and Chassis that were officially opened on Tuesday, October 22, 2019; and

WHEREAS, it was determined that Fresno Truck Center provided the lowest responsive and responsible bid of \$108,884.21.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the bid of \$108,884.21 from Fresno Truck Center for the purchase of One New 2019-2020 Model Cab and Chassis; authorizes the Public Works Director/City Engineer to issue the purchase order.

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

INVITATION FOR SEALED BIDS

CITY OF LOS BANOS
PUBLIC WORKS DEPARTMENT
411 Madison Avenue
Los Banos, CA 93635
(209) 827-7056

NOTICE IS HEREBY GIVEN that the LOS BANOS PUBLIC WORKS DEPARTMENT (herein called the "Owner") invites and will receive sealed bids up to the hour of 2:00 p.m. Pacific Daylight Savings Time (PDT) on **Tuesday, October 22, 2019** for the purchase of one (1) New 2019/2020 Model Cab and Chassis. At said time, sealed Bid Proposal (herein called the "Bid") will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall
520 "J" Street
Los Banos, California 93635**

Questions regarding the Bid Documents are to be directed to Dan Bronson, Public Works Fleet Coordinator, by email at dan.bronson@losbanos.org.

Bids shall be submitted only on forms provided in the Bid Packet. Bids shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 p.m. PDT on **Tuesday, October 22, 2019**. No late Bids will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone bid submittals or modifications will be considered. Bids received after the bid submittal deadline will be rejected and returned to the Bidder unopened.

The Bid Proposal forms can be obtained from the City of Los Banos website at www.losbanos.org.

The City of Los Banos reserves the right to reject any and/or all Bids received.



City of
Los Banos
At the Crossroads of California

BID OPENING

Purchase of One (1) New 2019/2020 Model Cab and Chassis

OCTOBER 22, 2019 - 2:00 PM

1. Affinity Truck Center	\$ 141,908.80
2. Bonander Truck & Trailer	\$ 135,395.93
3. Valley Peterbilt	\$ 121,163.28
4. Fresno Truck Center	\$ 108,884.21
5. Gibbs International Trucks, Inc.	\$ 113,864.47

Signed:

Sara Blevins, CMC
HR Technician/Deputy City Clerk

Dated: October 22, 2019

William Via
Public Works Operations Manager

City of Los Banos
Wastewater Treatment
2019-2020

Account Number	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Estimated	2019-2020 Adopted
502-433-100-101	Salaries	239,004	257,462	272,028	282,750
502-433-100-102	Part Time	543	0	0	0
502-433-100-103	Overtime	4,742	10,289	10,000	11,000
502-433-100-120	Benefits	153,607	174,807	177,008	185,512
502-433-100-121	Benefits-PERS	72,975	84,624	79,276	88,769
	Personnel Services	470,870	527,183	538,312	568,031
502-433-100-201	Grounds Maintenance	5,499	4,957	6,000	6,000
502-433-100-202	Fleet Repair & Maintenance	13,200	12,570	12,570	10,570
502-433-100-203	Equipment Repair & Maintenance	35,356	34,679	25,000	30,000
502-433-100-204	Fleet Services	35,985	27,423	39,679	36,634
502-433-100-205	Facility Maintenance	4,857	7,399	6,000	6,000
502-433-100-206	Property Lease	427,857	427,857	427,857	427,857
502-433-100-208	Rental - Vehicles & Equipment	216	473	250	500
502-433-100-231	Professional Services	704	356	90	40,500
502-433-100-236	Medical Services	258	667	620	700
502-433-100-237	Recruitment	82	56	10	1,500
502-433-100-238	Technical Services	63,480	69,907	65,000	70,000
502-433-100-240	I.T. Services	6,661	8,747	8,010	7,937
502-433-100-250	Insurance	15,172	16,029	18,595	18,265
502-433-100-251	Memberships & Dues	1,440	710	1,050	1,200
502-433-100-252	Communications	1,872	1,625	1,800	2,000
502-433-100-256	Permits, Fees & Charges	26,361	27,730	30,000	32,000
502-433-100-257	Travel & Training	624	763	1,000	1,800
502-433-100-260	Office Supplies	1,867	1,977	2,000	2,000
502-433-100-262	Uniform Expenses	1,990	2,122	2,000	2,400
502-433-100-264	Electricity & Gas	90,823	98,944	102,000	110,000
502-433-100-265	Gasoline & Oil	9,477	9,952	9,952	11,942
502-433-100-267	General Materials & Supplies	19,852	23,697	17,050	20,000
502-433-100-273	Special Departmental Exp.	30,550	30,488	32,000	32,000
	Supplies & Services	794,183	809,129	808,533	871,805
502-433-100-716	Street & Road Improvements	0	0	150,000	0
502-433-100-735	Master Plan	99,337	3,330,040	3,275,000	200,000
502-433-100-750	Vehicles	0	59,009	41,969	0
502-433-100-752	Communication Equipment	0	37	1,676	1,932
502-433-100-753	Specialized Equipment	110,301	19,488	14,068	200,000
	Capital Outlay	209,638	3,408,575	3,482,713	401,932

Wastewater Treatment (continued)

CAPITAL OUTLAY

735 – MASTER PLAN: Design plans for delivering potable water from the City's water infrastructure, near Saint Frances subdivision to the Wastewater Treatment Plant.

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

* **753-SPECIALIZED EQUIPMENT:** Purchase a 33000 GVWR Truck Chassis \$130,000; 6,000 lb Forklift \$45,000; Portable Air Compressor \$25,000.

DEBT SERVICE

822-PRINCIPAL DEBT SERVICE: Principal cost for the 2003 Certificate of Participation.

882-INTEREST DEBT SERVICE: Interest costs for the 2003 Certificate of Participation.

885-DEBT RELATED FEES: Fees associated with the 2003 Certificate of Participation.

CONTINGENCY

900-CONTINGENCY: Unexpected and unforeseen costs associated with Wastewater activities.

