



City of
Los Banos
At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

APRIL 15, 2020 – **5:00 PM**

**Temporary Public Comment Email Established for the City of Los Banos
City Council Meeting of April 15, 2020 – emails must be received by 5:00 p.m.:**

The City has established a temporary email address citizens can use to email comments on any agenda item. Any public comments received by April 15, 2020 prior to 5:00 p.m. will be read aloud during the appropriate time and agenda item.

The email address is cityclerk@losbanos.org

The Council Chambers are closed to the public, those interested in viewing the City Council meeting can do so on the City of Los Banos' Website at:

<https://www.youtube.com/watch?v=sc3NQ8A8iuE&feature=youtu.be>

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. **CLOSED SESSION.** **4:00 PM**
 (Members of the public may address the City Council on the following closed session items. Speakers may submit their comments by submitting a written statement by dropping it off in the Utility Payment Box at City Hall, 520 J Street, by mail or emailing cityclerk@losbanos.org. Comments received will be read into the record during the City Council Meeting.)
 - A. Conference with Labor Negotiators, Pursuant to Government Code Section 54957.6, Agency Designated Representatives: City Manager Terrazas, City Attorney Vaughn, City Clerk/Human Resources Director Mallonee, Finance Director Williams, Legal Counsel Tuffo; Employee Organizations: Los Banos Police Officers Association (LBPOA), Los Banos Police Sergeants Association (LBPSA), Los Banos Fire Fighters Association (LBFFA), Los Banos Police Dispatchers/Community Services Officers Association (LBPDCSOA), Los Banos Public Employees Union (Public Works) Local 1/AFSCME and Unrepresented Miscellaneous Employees.
 - B. Conference with Legal Counsel – Anticipated Litigation; Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Government Code Section 54956.9: One Potential Case.
 - C. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9(d)(1)), Name of Case: California Sportfishing Protection Alliance vs. City of Los Banos Groundwater Sustainability Agency; Stanislaus Superior Court, Case No CV-20-001748.
2. **CALL TO ORDER.** **5:00 PM**
3. **PLEDGE OF ALLEGIANCE.**
4. **ROLL CALL: (City Council Members)**
 Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____
5. **CONSIDERATION OF APPROVAL OF AGENDA.**
6. **PUBLIC FORUM.** (Members of the public may address the City Council on the following closed session items. Speakers may submit their comments by submitting a written statement by dropping it off in the Utility Payment Box at City Hall, 520 J Street, by mail or emailing cityclerk@losbanos.org. Comments received will be read into the record during the City Council Meeting.)
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 #221170 – #221316 in the Amount of \$ 742,822.32.
Recommendation: Approve the check register as submitted.
- B. Minutes for the April 1, 2020 City Council Meeting.
Recommendation: Approve the minutes as submitted.
- C. City Council Resolution No. 6198 – Awarding Contract for Legal Advertising to the Los Banos Enterprise for Fiscal Year Ending June 30, 2021 and Authorizing the City Manager to Execute Agreement.
Recommendation: Approve the resolution as submitted.
- D. City Council Resolution No. 6199 – Rejecting All Bids for the Construction of the Los Banos Dog Park Project.
Recommendation: Approve the resolution as submitted.
- E. City Council Resolution No. 6200 – Authorizing Entering into a Second Amendment to Lease Agreement Between the City of Los Banos and Ferrara Ranches, LTD, for the Purpose of Leasing Pasture Land Located at the City of Los Banos Wastewater Treatment Facility.
Recommendation: Approve the resolution as submitted.
- F. City Council Resolution No. 6201 – Accepting Public Improvements for Stonecreek at Los Banos, The Villages VII, Phase 1; More Specifically Identified as APNs 431-060-027, 431-060-033, and a Portion of 430-060-016 and 430-060-039; Applicant: Anderson Homes.
Recommendation: Approve the resolution as submitted.
- G. City Council Resolution No. 6202 – Amending the 2019-2020 Fiscal Year Budget in the Amount of \$24,000 as it Pertains to Revenues and Expenditures for SB2 Planning Grant.
Recommendation: Approve the resolution as submitted.
- H. City Council Resolution No. 6203 – Continuing the Declaration of the Existence of a Local Emergency Within the City of Los Banos (COVID-19).
Recommendation: Approve the resolution as submitted.
- I. City Council Resolution No. 6204 – Designating Applicant’s Agent for the Purpose of Obtaining State and Federal Disaster Assistance and Emergency Preparedness Grants.
Recommendation: Approve the resolution as submitted.

- J. Ordinance No. 1183 – Authorizing an Amendment to the Contract between the City of Los Banos and the Board of Administration of the California Public Employees’ Retirement System (CalPERS) to Implement Section 20516, Employees Sharing Additional Pension Costs for Local Safety Members (Police & Fire).

Recommendation: Waive further reading and adopt the ordinance as submitted.

8. ADVISEMENT OF PUBLIC NOTICES. (Two Reports).

9. CITY MANAGER REPORT.

A. COVID-19 Status Update.

B. Report Pursuant to Government Code Section 54953(c)(3) Executive Compensation: Fire Chief.

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

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

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

11. CITY COUNCIL MEMBER REPORTS.

A. Daronica Johnson-Santos

B. Brett Jones

C. Deborah Lewis

D. Tom Faria

E. Mayor Mike Villalta

12. 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.


Sara Blevins, Deputy City Clerk

Dated this 9th day of April 2020

CK # 221170 - # 221316

04/15/2020

\$ 742,822.32

Bank Reconciliation

Checks by Date

User: jcanchola

Printed: 04/08/2020 - 9:14AM

Cleared and Not Cleared Checks

Print Void Checks



City of
Los Banos
At the Crossroads of California

Check No	Check	Name	Module	Void	Amount
221170	3/26/2020	Alhambra	AP		158.14
221171	3/26/2020	Allied Waste Services #917	AP		288,992.28
221172	3/26/2020	Ameripride Services	AP		315.09
221173	3/26/2020	Aramark Uniform Ser Inc	AP		672.62
221174	3/26/2020	AT&T Mobility	AP		210.21
221175	3/26/2020	AT&T	AP		1,210.77
221176	3/26/2020	BAE Urban Economics Inc.	AP		3,095.00
221177	3/26/2020	BJ's Consumers Choice	AP		127.00
221178	3/26/2020	Bruce's Tire Inc	AP		1,552.69
221179	3/26/2020	BSK Associates	AP		1,438.00
221180	3/26/2020	Central Sanitary Supply	AP		1,065.21
221181	3/26/2020	Cook's Communications Corp.	AP		9,366.64
221182	3/26/2020	David Cummins	AP		400.00
221183	3/26/2020	LN Curtis & Sons	AP		1,784.08
221184	3/26/2020	Lamar A. Cummings	AP		282.25
221185	3/26/2020	Kayla Cathers	AP		600.00
221186	3/26/2020	Electric Drives Inc	AP		836.43
221187	3/26/2020	Fastenal Company	AP		309.74
221188	3/26/2020	Federal Express Corporation	AP		5.77
221189	3/26/2020	Ferguson Enterprises Inc DBA Groeniger & Company	AP		3,416.54
221190	3/26/2020	GCS Environmental Equipment Services	AP		1,157.74
221191	3/26/2020	Heppner Precision Machine Shop, Inc.	AP		154.27
221192	3/26/2020	Holt of California	AP		1,457.89
221193	3/26/2020	Ingomar Packing Co.	AP		2,350.00
221194	3/26/2020	Joseph P Silva	AP		125.00
221195	3/26/2020	Jim Crawford Construction Co. Inc.	AP		913.78
221196	3/26/2020	Kully Supply, Inc.	AP		362.26
221197	3/26/2020	Lawson Products, Inc.	AP		12.18
221198	3/26/2020	Lincoln Equipment Inc	AP		182.74
221199	3/26/2020	Marfab Inc	AP		122.07
221200	3/26/2020	McNamara Sports Inc	AP		2,892.12
221201	3/26/2020	Merced Chevrolet Inc.	AP		1,976.74
221202	3/26/2020	Merced County Assessor	AP		19.50
221203	3/26/2020	Merced Truck & Trailer Inc	AP		59.45
221204	3/26/2020	MOO, Inc.	AP		91.23
221205	3/26/2020	Napa Auto Parts of Los Banos	AP		51.31
221206	3/26/2020	NDN International LLC	AP		769.51
221207	3/26/2020	The Office City	AP		29.80
221208	3/26/2020	Omega Industrial Supply Inc.	AP		557.41
221209	3/26/2020	O'Reilly Auto Parts	AP		667.21
221210	3/26/2020	PG&E Company	AP		5,423.22
221211	3/26/2020	The Phone Connection Inc	AP		471.35
221212	3/26/2020	PlaceWorks, Inc.	AP		27,885.75
221213	3/26/2020	Provost and Pritchard Engineering, Inc.	AP		2,389.40

221214	3/26/2020	Protech Security & Electronics, Inc.	AP	180.00
221215	3/26/2020	Ronny's Inc.	AP	1,250.75
221216	3/26/2020	Save Mart Supermarkets	AP	201.46
221217	3/26/2020	SoCal Sealcoat Solutions. LLC	AP	5,888.40
221218	3/26/2020	Sorensens True Value	AP	428.32
221219	3/26/2020	Sorensens True Value	AP	127.45
221220	3/26/2020	Stommel, Inc.	AP	14,353.04
221221	3/26/2020	Shannon Sinclair	AP	950.00
221222	3/26/2020	The Don Chapin Co., Inc.	AP	1,419.34
221223	3/26/2020	Paola Serna Torres	AP	60.00
221224	3/26/2020	D.R. Horton	AP	164.82
221225	3/26/2020	D.R. Horton	AP	164.82
221226	3/26/2020	Concepcio Alderete	AP	134.34
221227	3/26/2020	William G Fritz	AP	55.22
221228	3/26/2020	D.R. Horton	AP	152.65
221229	3/26/2020	Noemi Hernandez	AP	98.53
221230	3/26/2020	Jaisan Naidu	AP	134.33
221231	3/26/2020	Jia Huang	AP	79.11
221232	3/26/2020	Denise & Richard Beale	AP	163.17
221233	3/26/2020	Jay Moore	AP	173.13
221234	3/26/2020	BellaMia Real Estate	AP	73.30
221235	3/26/2020	George Rice	AP	22.39
221236	3/26/2020	D.R. Horton	AP	159.69
221237	3/26/2020	D.R. Horton	AP	157.49
221238	3/26/2020	Sunil Tomar	AP	68.68
221239	3/26/2020	Margarita Casas	AP	68.68
221240	3/26/2020	Ronald Nunes	AP	125.39
221241	3/26/2020	Verizon Wireless	AP	9.46
221242	3/26/2020	Valley Children's Healthcare Foundation	AP	60.00
221243	3/26/2020	Isela Garcia Venegas	AP	600.00
221244	3/26/2020	Walmart	AP	500.35
221245	3/26/2020	Windecker Inc	AP	10,489.38
221246	3/26/2020	Young's Air Conditioning	AP	150.00
221247	3/26/2020	Apex Annex Health Center, Inc.	AP	260.00
221248	3/26/2020	Chabin Concepts, Inc.	AP	5,757.42
221249	3/26/2020	Ford Motor Credit Company LLC	AP	3,689.59
221250	3/26/2020	KD Medical Group, Inc.	AP	46.00
221251	3/26/2020	Liebert Cassidy Whitmore	AP	5,329.00
221252	3/26/2020	Los Banos Volunteer	AP	2,416.67
221253	3/26/2020	Gerald "Obie" O'Brien	AP	77.14
221254	3/26/2020	Jacob Tiejn	AP	125.00
221255	3/26/2020	United Pavement Maintenance, Inc.	AP	66,910.82
221256	3/26/2020	Law Offices of William A Vaughn	AP	12,600.00
221264	4/2/2020	Ameripride Services	AP	308.58
221265	4/2/2020	Aramark Uniform Ser Inc	AP	71.01
221266	4/2/2020	AT&T Mobility	AP	137.67
221267	4/2/2020	Richard A Blak Phd	AP	400.00
221268	4/2/2020	BSK Associates	AP	250.00
221269	4/2/2020	Central Sanitary Supply	AP	356.79
221270	4/2/2020	Comcast	AP	113.59
221271	4/2/2020	Copy Shipping Solutions	AP	1,514.81
221272	4/2/2020	LN Curtis & Sons	AP	793.88
221273	4/2/2020	Double D Towing, LLC	AP	100.00
221274	4/2/2020	ESO Solutions, Inc.	AP	2,688.30

221275	4/2/2020	Galls Inc	AP	454.34
221276	4/2/2020	Cody Griffis	AP	132.50
221277	4/2/2020	Kings View Corporation	AP	400.00
221278	4/2/2020	Tim J Law	AP	1,490.51
221279	4/2/2020	Lucas Business Systems	AP	1,261.11
221280	4/2/2020	Life Line Screening of America	AP	925.00
221281	4/2/2020	Steve Macillas	AP	70.00
221282	4/2/2020	McCrometer Inc.	AP	52.00
221283	4/2/2020	NDN International LLC	AP	4,202.22
221284	4/2/2020	OSE	AP	8,014.50
221285	4/2/2020	The Phone Connection Inc	AP	1,093.13
221286	4/2/2020	Randik Paper Co	AP	338.91
221287	4/2/2020	Sorensens True Value	AP	141.39
221288	4/2/2020	Sorensens True Value	AP	136.80
221289	4/2/2020	Vincent Communications Inc.	AP	140.94
221290	4/2/2020	Windecker Inc	AP	1,919.42
221291	4/2/2020	Young's Air Conditioning	AP	528.00
221292	4/2/2020	Ascent Aviation Group, Inc.	AP	10,821.51
221293	4/2/2020	CEP America California	AP	1,368.00
221294	4/2/2020	CSJVRMA	AP	659.20
221295	4/2/2020	City of Los Banos Utility	AP	6,740.57
221296	4/2/2020	KD Medical Group, Inc.	AP	40.00
221297	4/2/2020	Memorial Hospital Los Banos	AP	1,832.00
221298	4/2/2020	Premier Access Insurance Co.	AP	20,504.43
221299	4/2/2020	Santos Ford Inc.	AP	143,985.00
221300	4/2/2020	Sun Life Financial	AP	7,080.69
221301	4/2/2020	Wex Bank	AP	101.17
221303	4/2/2020	Aflac-Customer Service	AP	494.24
221304	4/2/2020	Franchise Tax Board	AP	138.94
221305	4/2/2020	Los Banos Police Assn	AP	420.00
221306	4/2/2020	Los Banos Police Assn	AP	875.00
221307	4/2/2020	Los Banos Police Assn	AP	175.00
221308	4/2/2020	MassMutual	AP	1,466.03
221309	4/2/2020	MassMutual	AP	3,822.50
221310	4/2/2020	Merced County Sheriff	AP	150.00
221311	4/2/2020	Nationwide Retirement Solutions	AP	3,607.50
221312	4/2/2020	Professional Fire Fighter	AP	720.00
221313	4/2/2020	Public Employees Union, Local One	AP	999.97
221314	4/2/2020	State Disbursement Unit	AP	2,190.00
221315	4/2/2020	Vantagepont Transfer Agents - 306797	AP	884.45
221316	4/2/2020	Vantagepoint Transfer Agents - 801838	AP	3,875.00

Break in check sequence due to the following:

Check #221257 - #221263 (Payroll)

Check # 221302 (Manual Void)

Total Void Check Count:	0
Total Void Check Amount:	
Total Valid Check Count:	139
Total Valid Check Amount:	742,822.32
Total Check Count:	139
Total Check Amount:	742,822.32

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
APRIL 1, 2020**

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

SPECIAL NOTE: *This meeting was held by teleconference due to the COVID-19 Pandemic.*

CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION; INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (D) OF GOVERNMENT CODE SECTION 54956.9: ONE POTENTIAL CASE. *This closed session item was held prior to the City Council Meeting at 4:30 p.m. Mayor Villalta asked the City Clerk if she had received any comments by email, for which City Clerk Mallonee stated she had not. Mayor Villalta stated that no reportable action was taken during this closed session item.*

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 5:02 p.m.

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

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

STAFF MEMBERS PRESENT: *Participating by teleconference:* City Manager Terrazas, City Attorney Vaughn, Police Commander Reyna, Fire Chief Hurley, Community & Economic Development Director Elms; *Present in the Council Chambers:* City Clerk/Human Resources Director Mallonee, Finance Director Williams.

CONSIDERATION OF APPROVAL OF AGENDA: Motion by Faria, seconded by Johnson-Santos to approve the City Council Meeting agenda as submitted. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE. Mayor Villalta asked the City Clerk if she had received any comments by email, for which City Clerk Mallonee stated she had not and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Motion by Lewis, seconded by Jones to approve the consent agenda as follows: Check Register for #220949 - #221169 in the Amount of \$1,096,636.52; Minutes for the March 13, 2020 Adjourned City Council Meeting; Minutes for the March 18, 2020 City Council Meeting; City Council Resolution No. 6191 – Approving the Public Safety Dispatcher / Community Services Officer Recruitment Incentive Pilot Program and a Revised Budget for the 2019-2020 Fiscal Year as it Pertains to Measure H Funds Associated with the Program; City Council Resolution No. 6192 – Awarding the Bid for the Purchase of One (1) New 2020/2021 Full-Size Sport Utility Vehicle (SUV); Authorize the Public Works Director/City Engineer to Issue the Purchase Order to Santos Ford in the Amount of \$42,099; City Council Resolution No. 6193 – Approving the Road Maintenance and Rehabilitation Account (RMRA) Proposed Project List for Fiscal Year 2020-2021; City Council Resolution No. 6194 – Accepting the “Congestion Mitigation Air Quality – Construction Infill Sidewalk Improvements” Federal-Aid Project No. CML-5160(027) as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder; City Council Resolution No. 6195 – Approving and Adopting Final Tract Map No. 2015-01 Southpointe at Regency Park Phase 1 and Accompanying Subdivision Improvement Agreement (Stonefield Home Inc.); City Council Resolution No. 6196 – Approving and Adopting Final Tract Map No. 2015-01 Southpointe at Regency Park Phase 2 and Accompanying Subdivision Improvement Agreement (Stonefield Home Inc.); City Council Resolution No. 6197 – Approving and Adopting Final Tract Map No. 2015-01 Southpointe at Regency Park Phase 3 and Accompanying Subdivision Improvement Agreement (Stonefield Home Inc.); Ordinance No. 1181 – Adding Article 46 to Chapter 3 of Title 9 of the Los Banos Municipal Code Relating to Reasonable Accommodation; Ordinance No. 1182 – Amending Title 9 Chapter 3 of the Los Banos Municipal Code Regarding Emergency Shelters, Supportive and Transitional Housing and Single Room Occupancy Units. The motion carried by the following roll call vote: AYES: Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

ADVISEMENT OF PUBLIC NOTICES (No Report).

CITY MANAGER REPORT – COVID-19 STATUS UPDATE. City Manager Terrazas stated that the City has been highly engaged in the City’s COVID-19 Response Plan and that the City has declared a local emergency. He further spoke to the City’s Emergency Operations Center and how it is being led by Fire Chief Hurley and Police Chief Brizzee. The team meets on a daily basis and is engaged with County and community stakeholders. City Manager Terrazas spoke to the current hospital operations, the continued closure of City facilities including parks to maintain consistency with the governor’s orders, and how information is being pushed out to the public via social media posts. There have been informational banners and billboards placed around the City to encourage the community to stay home. Staff is spending a significant amount of time and effort to do the best they can for the community.

REPORT/UPDATE ON MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) AND MEASURE V COMMITTEE. Mayor Villalta stated that last week the California Department of Transportation approved the STIP funding and the language as establishing Pioneer Road as the next project. He will be contacting Merced County Board of Supervisor Scott Silveira on this topic

TOM FARIA: Council Member Faria encouraged all to stay home and stay safe.

DEBORAH LEWIS: Council Member Lewis thanked the medical staff not just in Los Banos, but in the entire United States as they are working tireless hours to save lives. She thanked the essential food businesses that are still open to provide takeout meals for people and local retailers that provide the hours that are set aside for our seniors. The City needs to work with local businesses who use shopping carts to make sure they are cleaned. She inquired about the possibility of quickly moving an ordinance forward requiring the washing of carts for which City Attorney Vaughn stated that the Council should be cautious about what it speaks of during this portion of the agenda but that this request may be invoked as a part of the emergency proclamation. She reminded all to be safe and mindful of the social distancing/sheltering in place order.

DARONICA JOHNSON-SANTOS: Council Member Johnson-Santos acknowledged our health care workers for the great work they are doing and encouraged everyone to stay safe.

BRETT JONES: No report

MAYOR MICHAEL VILLALTA: Mayor Villalta spoke to the shelter in place order and how people should only go out when necessary. He thanked the staff for all their hard work and further spoke to how we are very fortunate to have the hospital staff. They are preparing as best they can but nothing they do will be enough if we do not shelter in place.

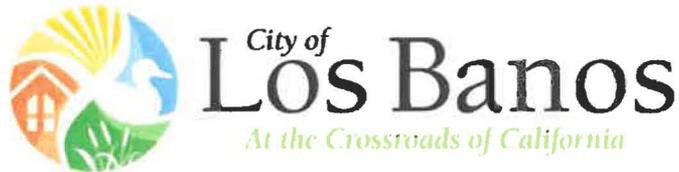
ADJOURNMENT. The meeting was adjourned at 5:34 PM.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



Agenda Staff Report

TO: Mayor and Council Members

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

DATE: April 15, 2020

TYPE OF REPORT: Consent Agenda

SUBJECT: Awarding Contract for Legal Advertising to the Los Banos Enterprise for Fiscal Year Ending June 30, 2021 and Authorizing and Directing the City Manager to Execute the Agreement

Recommendation:

Award the annual legal advertising contract to the Los Banos Enterprise for the Fiscal Year 2020-2021.

Background:

The City's legal advertising contract expires on June 30, 2020. On March 9, 2020, the City released a Request for Proposals (RFP) for Legal Advertising for the Fiscal Year 2020-2021 and received one (1) response, from the Los Banos Enterprise.

Discussion:

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

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

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

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

A Notice of Request for Proposals (RFP) was sent to local newspapers of general circulation for the purpose of soliciting bids for the publication of legal notices and classified and display advertisements. The Notice was published in the Los Banos Enterprise on March 13, 2020 and March 27, 2020, and e-mailed to: the Los Banos Enterprise and The Paper. In addition, the Notice was posted on the City’s website.

One (1) response was received from The Los Banos Enterprise which provided documentation verifying adjudication as a newspaper of general circulation within Merced County as required by California State Law for the publishing of legal notices. The Los Banos Enterprise also provided documentation through an independent audit verifying circulation numbers for twenty-four (24) months ending December 29, 2019.

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

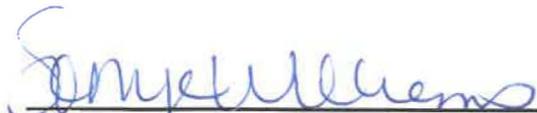
Fiscal Impact:

The City budgeted approximately \$13,000.00 for advertising in the current fiscal year. Actual legal advertising costs will vary depending on the number of necessary legal advertisements throughout the year.

Reviewed by:



Alex Terrazas, City Manager


Sonya Williams, Finance Director

Attachments:

RFP
Response
Resolution



City of
Los Banos
At the Crossroads of California

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

Release Date

March 9, 2020

Deadline for Submissions

April 8, 2020 at 2:00 P.M.

Contact Person

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

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

INTRODUCTION

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

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

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

SCOPE OF WORK

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

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

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

9. The Agreement that may be awarded shall be valid from the date of approval by the Los Banos City Council through June 30, 2021.

A. Legal Notices Advertising Scope of Work includes:

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

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

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

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

B. Classified Employment Advertising Scope of Work includes:

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

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

C. General Display Advertising Scope of Work includes:

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

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

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

GENERAL PROVISIONS

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

time, and cost. Although cost is one of the evaluating factors, the City is not bound to award the contract based on price alone.

13. Prices quoted on the proposal shall be in effect from date of proposal until June 30, 2021.

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

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

PROPOSAL FORM
(Must be filled out completely)

1. GENERAL INFORMATION

NEWSPAPER NAME: _____

ADDRESS: _____

PUBLISHER: _____ CONTACT: _____

PHONE NUMBER: _____ EMAIL ADDRESS: _____

DATE OF CURRENT ADJUDICATION: _____

CURRENT LOS BANOS BUSINESS LICENSE NUMBER: _____

PAID CIRCULATION CITY OF LOS BANOS

HOME DELIVERY AND MAIL: _____

SINGLE COPY SALES: _____

OTHER: _____

PAID CIRCULATION OUTSIDE CITY OF LOS BANOS

HOME DELIVERY AND MAIL: _____

SINGLE COPY SALES: _____

OTHER: _____

UNPAID DISTRIBUTION CITY OF LOS BANOS: _____

UNPAID DISTRIBUTION OUTSIDE CITY OF LOS BANOS: _____

NUMBER OF DAY(S) PER WEEK PUBLISHED: _____

DAY(S) OF THE WEEK PUBLISHED: _____

REQUIRED LEAD TIME FOR PUBLICATION: _____

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: _____

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? _____

2. PRICE INFORMATION

LEGAL NOTICES:

Cost per line per column \$ _____ Column size _____

Cost per inch per column \$ _____ Column size _____

Cost for subsequent runs \$ _____

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

Cost of attached legal notice \$ _____

DISPLAY ADVERTISEMENTS:

Cost per line per column \$ _____ Column size _____

Cost per inch per column \$ _____ Column size _____

Cost for subsequent runs \$ _____

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

Cost of attached display advertisement \$ _____

CLASSIFIED ADVERTISEMENTS:

Cost per line per column \$ _____ Column size _____

Cost per inch per column \$ _____ Column size _____

Cost for subsequent runs \$ _____

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

Cost of attached classified advertisement \$ _____

PLEASE NOTE: Each proposal shall include copies of:

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

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

THIS AGREEMENT, made and executed this ___ day of _____ 2020, by and between the City of Los Banos, hereinafter referred to as "City", and _____ hereinafter referred to as "Newspaper", a newspaper of general circulation within the City of Los Banos.

RECITALS

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

Whereas, City published a Request for Proposals for Legal Advertising on March 13, 2020 and March 27, 2020; and

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

AGREEMENT

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

1. The Request for Proposals, Proposal, and all amendments thereof, copies of which are attached hereto, are hereby incorporated in and make a part of this Agreement by reference, as though fully set forth herein and all of the foregoing shall constitute the Contract documents. If there is any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.
2. The term of this Agreement shall be for a period beginning July 1, 2020, and ending June 30, 2021.
3. Newspaper agrees to perform the services set forth in the scope of work as specified in the Contract documents and in the manner specified therein.
4. City agrees to pay Newspaper the amount specified in the Contract documents and in the manner specified herein. Payment will be made on a calendar-month basis in arrears. The Newspaper shall submit all original invoicing with proof of publication/tearsheet to the requesting City department in order to authorize payment by City of Los Banos.
5. Time is of the essence of this Agreement.
6. Newspaper agrees that in the performance of this Agreement, Newspaper is an independent Contractor, not an employee, agent or officer of the City.
7. This Agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
8. Newspaper shall not assign this Agreement, or any part thereof, or any monies due or to become due thereunder without prior written consent of City.

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

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

11. City and Newspaper agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of or otherwise relating to this Agreement shall be filed and maintained in the Superior Court County of Merced.

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

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

To City:

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

To Newspaper:

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

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

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

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

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

NEWSPAPER,

Date: _____

By:
Title: Publisher

CITY OF LOS BANOS, a California
Municipal Corporation

Date: _____

Alejandro Terrazas, City Manager

ATTEST:

Lucille L. Mallonee, MMC
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

PROPOSAL FORM
(Must be filled out completely)

1. GENERAL INFORMATION

NEWSPAPER NAME: Los Banos Enterprise
ADDRESS: 907 Sixth Street
PUBLISHER: McClatchy Company CONTACT: Gene Lieb
PHONE NUMBER: 209-704-3831 EMAIL ADDRESS: glieb@losbanosenterprise.com
DATE OF CURRENT ADJUDICATION: June 16, 1952
CURRENT LOS BANOS BUSINESS LICENSE NUMBER: LB-3590

PAID CIRCULATION CITY OF LOS BANOS
HOME DELIVERY AND MAIL: 393
SINGLE COPY SALES: 900
OTHER: 46 Hotel / Retail

PAID CIRCULATION OUTSIDE CITY OF LOS BANOS
HOME DELIVERY AND MAIL: 13
SINGLE COPY SALES: 34
OTHER: 6

UNPAID DISTRIBUTION CITY OF LOS BANOS: 100

UNPAID DISTRIBUTION OUTSIDE CITY OF LOS BANOS: 56

NUMBER OF DAY(S) PER WEEK PUBLISHED: One

DAY(S) OF THE WEEK PUBLISHED: Friday

REQUIRED LEAD TIME FOR PUBLICATION: Tuesday by 2 p.m.

LEAD TIME FOR RETRACTIONS OR CORRECTIONS: Tuesday by 2 p.m.

IS ONLINE PUBLICATION AVAILABLE AT NO ADDITIONAL COST? No

2. PRICE INFORMATION

LEGAL NOTICES:

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

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

Cost for subsequent runs \$ 1.28

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

Cost of attached legal notice \$ 86.92

DISPLAY ADVERTISEMENTS:

Cost per line per column	\$ <u>N/A</u>	Column size <u>1.556"</u>
Cost per inch per column	\$ <u>10.50</u>	Column size <u>1.556"</u>
Cost for subsequent runs	\$ <u>10.50</u>	
Discount for camera ready electronic Submission via the internet or e-mail	\$ <u>None</u>	
Cost of attached display advertisement	\$ <u>84.00</u>	

CLASSIFIED ADVERTISEMENTS:

Cost per line per column	\$ <u>3.00</u>	Column size <u>1.556"</u>
Cost per inch per column	\$ <u>42.00</u>	Column size <u>1.556"</u>
Cost for subsequent runs	\$ <u>3.00/line/day</u>	
Discount for camera ready electronic Submission via the internet or e-mail	\$ <u>None</u>	
Cost of attached classified advertisement	\$ <u>See attached rate explanation</u>	

PLEASE NOTE: Each proposal shall include copies of:

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

* For recruitment publications, please contact Justin Moore, jmmoore@McClatchy.com
(704) 358-5312

*** MEMO INVOICE ***

Fed ID# 94-0666175

TOTAL AMOUNT DUE
\$86.92

SALES REP		ADVERTISER INFORMATION						
Gene Lieb	1	BILLING PERIOD	8	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
		04/01/2020		336031		336031		CITY OF LOS BANOS - CITY HALL - FINA

MAKE CHECKS PAYABLE TO

Merced Sun-Star
PO Box 510868
Livonia, MI 48151

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

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

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19	20
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT	
03/27	03/27	0004607539	LEGAL NOTICE, SUMMARY OF ORDINAN	Los Banos Enterprise	1 x 64 L	64	1	\$1.28	\$81.92	
03/27	03/27	0004607539	LEGAL NOTICE, SUMMARY OF ORDINAN	mercedsunstar.com	1 x 64 L	64	1	\$0.08	\$5.00	
Invoice Total									\$86.92	

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

PO Box 510868
Livonia, MI 48151

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE

1	BILLING PERIOD	2	ADVERTISER/CLIENT NAME
	04/01/2020		CITY OF LOS BANOS - CITY HALL - FINANCE
3	TOTAL AMOUNT DUE	4	TERMS OF PAYMENT
	\$86.92		Upon Receipt

*** MEMO INVOICE ***

Merced Sun-Star
PO Box 510868
Livonia, MI 48151

4	PAGE #	5	BILLING DATE
	1		04/01/2020
6	NEWSPAPER REFERENCE		
	0004607539		
7	BILLED ACCOUNT NUMBER		
	336031		
8	ADVERTISER/CLIENT NUMBER		
	336031		

**SUMMARY OF ORDINANCE
NO. 1182**

**AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF LOS
BANOS AMENDING TITLE 9
CHAPTER 3 OF THE LOS BA-
NOS MUNICIPAL CODE RE-
GARDING EMERGENCY SHEL-
TERS, SUPPORTIVE AND
TRANSITIONAL HOUSING AND
SINGLE ROOM OCCUPANCY
UNITS**

On March 18, 2020 the Los Banos City Council introduced Ordinance No. 1182, which if adopted will amend the zoning code. The major provisions of the Ordinance are as follows:

1) Amends the zoning code to allow supportive housing and transitional housing as a permitted use by right in the Rail Corridor (R-C), Low Density Residential (R-1), Medium Density Residential (R-2), High Density Residential (R-3), and Mixed Use (M-X) zoning districts, subject to only the same requirements as other residential uses within those districts.

2) Amends the zoning code to allow emergency shelters as a permitted use subject to a conditional use permit in the Industrial (I) zoning district.

3) Amends the zoning code to allow single room occupancy facilities as a permitted use subject to a conditional use permit in the High Density Residential (R-3) zoning district.

4) Amends the zoning code to establish development criteria for emergency shelters and single room occupancy facilities.

The Intent of the Ordinance is to bring the Los Banos Municipal Code into compliance with the City's 2014-2023 Housing Element and State law, specifically SB 2 and AB 2634.

The City Council will consider adoption of this Ordinance at the regular City Council Meeting scheduled for April 1, 2020.

/s/ Lucille L. Mallonee
LUCILLE L. MALLONEE
CITY CLERK

Order Confirmation

Customer

CITY OF LOS BANOS - CITY HALL - FINANCE

Customer Account

336031

Customer Address

520 J STREET
LOS BANOS CA 93635 USA

Customer Phone

209-827-7000

Customer Fax

Sales Rep

glieb@losbanosenterprise.com

Payor Customer

CITY OF LOS BANOS - CITY HALL - FINANCE

Payor Account

336031

Payor Address

520 J STREET
LOS BANOS CA 93635 USA

Payor Phone

209-827-7000

Customer EMail

lucy.mallonee@losbanos.org

Order Taker

alizarraga@mcclatchy.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
LEGAL NOTICE	Invoice		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$86.92	\$0.00	\$86.92	\$0.00	\$86.92

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0004607539		Lucy Mallonee	
<u>Invoice Text</u>	SUMMARY OF ORDINANCE NO. 1182		<u>Promo Type</u>
<u>Package Buy</u>			<u>Materials</u>

INVOICE AND STATEMENT OF ACCOUNT

AGING OF PAST DUE ACCOUNTS

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

Fed ID# 94-0666175

2	2018-12	22	2018-11	2018-10	2018-09+	* UNAPPLIED AMOUNT	23	TOTAL AMOUNT DUE	
	\$1,976.16		\$0.00	\$0.00	\$0.00	\$0.00		\$1,976.16	
SALES REP		ADVERTISER INFORMATION							
Gene Lieb 209-826-2005		1	BILLING PERIOD	6	BILLED ACCOUNT NUMBER	7	ADVERTISER/CLIENT NUMBER	2	ADVERTISER/CLIENT NAME
			12/03/2018 - 12/30/2018		336031		336031		CITY OF LOS BANOS - CITY HALL - FINANC
4	PAGE #								
	1 of 3								

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

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

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

Payment is due upon receipt.



10	11	12	14	13	15	16	17	18	19
START	STOP	NEWSPAPER REFERENCE	DESCRIPTION	PRODUCT	SAU SIZE	BILLED UNITS	TIMES RUN	RATE	AMOUNT
			Balance Forward						\$3,456.58
12/26		P1965908	Payment - Check 214007						-\$3,456.58
12/07	12/07	103953479-12072018	Holiday Open House Page A2	Los Banos Enterprise	2 x 4.00 IN	8	1	\$7.75	\$62.00
Invoice Total									\$62.00
12/14	12/14	103953479-12142018	Holiday Open House Page A5	Los Banos Enterprise	2 x 4.00 IN	8	1	10.50	\$84.00
Invoice Total									\$84.00
12/14	12/14	103991498-12142018	LB ORD 1165 LUCY MALLONEE, O	Los Banos Enterprise	1 x 86 L	86	1	\$1.28	\$110.08
Invoice Total									\$110.08
12/14	12/14	103993509-12142018	LB ORD 1167 LUCY MALLONEE, O	Los Banos Enterprise	1 x 46 L	46	1	\$1.28	\$58.88
Invoice Total									\$58.88
12/21	12/21	103990644-12212018	LB ORD 1166 LUCY MALLONEE, O	Los Banos Enterprise	4 x 225 L	900	1	\$1.33	\$1,192.86
Invoice Total									\$1,192.86

PLEASE DETACH AND RETURN LOWER PORTION WITH YOUR REMITTANCE



PO Box 11068
Fresno, CA 93771-1068

ADVERTISING INVOICE and STATEMENT
Invoice# 0001633655-01022019

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

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

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

OPINION

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

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

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

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



BY JOHN SPRZAK
john.sprzak@gmail.com

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

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

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

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

Amidst the joy of the Christmas is the sadness the parish feels at the departure of Father Efrain Martinez, who has been unexpectedly reassigned to a parish in Hartford, effective immediately. Father Efrain, as he is known, has been a much needed blessing to St. Joseph's since he came to the parish four years ago, replacing a priest who was removed for sexual mis-

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

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

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

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

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

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

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

As a friend recently told

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

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

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

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



FEEDING THE HUNGRY IN LOS BANOS

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

Chowchilla police probe death of man after argument with wife

BY ANDREW KUBAN
akub@mercedstar.com

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

John Davidson of Chowchilla died after suffering fatal injuries during an argument with his wife on Sunday, Chowchilla police said.

Officers responded around 1:30 a.m. Sunday to reports of an adult male choking on blood, according to a news release.

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

Chowchilla police say

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

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

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

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

Chowchilla police ask anyone with information to contact Sgt. Darral Denny at 339-6660.

WE WANT YOUR LETTERS

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

Letters may be mailed to: Letters to the Editor, 907 Sixth St., Los Banos, 93633; emailed to: letters@losbanosenterprise.com or to mduha@mercedstar.com; or submitted via our website: Go to www.losbanosenterprise.com and use the "Full Menu" pull-down in the upper left corner to select "Opinion" then "Submit a Letter"

Los Banos Enterprise, a McClatchy Newspaper

CRISTINE KUBAN
Call: 339-634-4660
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93635

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1801 NORTHWEST DRIVE, LOS BANOS
93635

STONETILED.HOMES.COM

Does print advertising work?

IT JUST DID.

Place your ad with a click at losbanosenterprise.com

THE LOS BANOS CITY COUNCIL INVITES YOU TO THE 22ND ANNUAL

Holiday OPEN HOUSE

Wednesday, December 19, 2018
6:00 p.m. - 7:00 p.m.
Los Banos City Hall
520 J Street • Los Banos, California

REFRESHMENTS WILL BE SERVED

Best Wishes & Happy Holidays

Angel Tree

Grant a Child's Christmas Wish Today!

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

Please return your wrapped present with the "Angel Tag" attached by Wednesday, Dec. 19th before the business hours.

Thank you so much to Mary Lloyd for her years of service and welcome to Ted Drexler and Deanna Murphy who have volunteered to continue Mary's work!

Thank you everyone for your generosity!

Oakwood Bank & Associates
643 E. Foshom Blvd.
Mon-Fri 9am-5pm
Sat. 10-4 / Sun. 12-3

Recruitment Rates – Los Banos Enterprise:

Employment Section Liner - \$3.00 / line / day*

Recruitment Display ROP or Classified - \$10.50 PCI (Per Column Inch) / Day*

*All recruitment related ads include a minimum digital charge of \$225 per 30 day cycle to include our base online MaxRecruit and Social targeting solutions

Based on the line ad copy below, 30 lines running 1 print day and online 30 days:

Total cost = \$315

**PUBLIC WORKS
OPERATIONS MANAGER
FULL TIME**

**PUBLIC WORKS DEPARTMENT
\$6,067 – \$7,743 PER MONTH**

Eighteen (18) years of age or older;
High School graduate or equivalent;
valid California Class C Driver License;
Bachelor's degree from an accredited college or university in Business Administration, Public Administration or related field; or proof of enrollment in a Bachelor's degree program with an accredited college or university within thirty (30) days following hire date. Must be actively pursuing Bachelor's degree with a completion date within eighteen (18) months following hire date; Five (5) years of increasingly responsible technical, administrative or analytical experience in public works maintenance or related field; including two (2) years of supervisory responsibility and project management duties.

For additional information visit:

<https://www.calopps.org/city-of-los-banos>

Apply by 5:00 p.m.
Friday, June 15, 2020
EOE/ADA



SPI-IND.COM/CAREERS



Entry-level Positions SONORA & CHINESE CAMP

Our entry level positions offer opportunities to learn skills, explore many jobs and advance within our SPI team. Including production, equipment maintenance and supervisory roles.

Excellent benefit package including paid vacation, retirement contributions, and low cost health benefits. Must be at least 18. Tobacco and drug-free work place. **JOIN OUR TEAM!**



Sierra Pacific Industries
14980 Camage Avenue Sonora, CA 95370
14333 Perricone Rd. Chinese Camp, CA 95309

We are an (EOE) Equal Opportunity Employer,
including those with a disability and veterans

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

THIS AGREEMENT, made and executed this ___ day of _____ 2020, by and between the City of Los Banos, hereinafter referred to as "City", and _____ hereinafter referred to as "Newspaper", a newspaper of general circulation within the City of Los Banos.

RECITALS

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

Whereas, City published a Request for Proposals for Legal Advertising on March 13, 2020 and March 27, 2020; and

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

AGREEMENT

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

1. The Request for Proposals, Proposal, and all amendments thereof, copies of which are attached hereto, are hereby incorporated in and make a part of this Agreement by reference, as though fully set forth herein and all of the foregoing shall constitute the Contract documents. If there is any conflict between the terms of these documents, the terms of this Agreement shall control and prevail.

2. The term of this Agreement shall be for a period beginning July 1, 2020, and ending June 30, 2021.

3. Newspaper agrees to perform the services set forth in the scope of work as specified in the Contract documents and in the manner specified therein.

4. City agrees to pay Newspaper the amount specified in the Contract documents and in the manner specified herein. Payment will be made on a calendar-month basis in arrears. The Newspaper shall submit all original invoicing with proof of publication/tearsheet to the requesting City department in order to authorize payment by City of Los Banos.

5. Time is of the essence of this Agreement.

6. Newspaper agrees that in the performance of this Agreement, Newspaper is an independent Contractor, not an employee, agent or officer of the City.

7. This Agreement shall be interpreted, construed and given effect in all respects according to the laws of the State of California.

8. Newspaper shall not assign this Agreement, or any part thereof, or any monies due or to become due thereunder without prior written consent of City.

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

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

11. City and Newspaper agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of or otherwise relating to this Agreement shall be filed and maintained in the Superior Court County of Merced.

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

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

To City:

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

To Newspaper:

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

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

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

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

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

NEWSPAPER,

Date: _____

By:
Title: Publisher

CITY OF LOS BANOS, a California
Municipal Corporation

Date: _____

Alejandro Terrazas, City Manager

ATTEST:

Lucille L. Mallonee, MMC
City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney



City of
Los Banos
At the Crossroads of California

Business License

License Number: LB-3590
Issue Date: 8/1/2019
Expiration Date: 7/31/2020

McClatchy Newspapers Inc., dba Los Banos Enterprise

Primary Business Owner(s):
Peter R. Farr / McClatchy Newspapers, Inc.
2100 Q St. Attn: Tax Dept.
Sacramento, CA 95816

Entity Type: Corporation

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

Business Phone: 2098263831

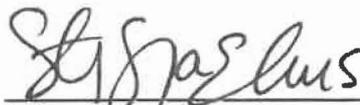
NAICS Code: 511110 - Newspaper Publishing

STATE & OTHER AGENCY REQUIRED LICENSES/PERMITS:

Agency: Merced County Clerk

License/Permit #: FBN Expires: 9/18/23
CA SOS A/I C1197935 Status: Active

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


Stacy Souza Elms, CED Director

This Business License must be conspicuously posted upon the premises.

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FILED
JUN 16 1952
By *Diana Daniels*
Deputy

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

---00000---

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

No. 21594

J U D G M E N T

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

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

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

The Court, having considered the evidence, and being fully
advised of the contents of the Petition and the allegations of the

Petitioner, and being fully advised of the contents of the

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

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

James O. Mansueti
JUDGE OF THE SUPERIOR COURT



Quarterly Data Report

Q4 2019

Subject to Audit

Audited Every Other Year

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

Los Banos (Merced County), California
www.losbanosenterprise.com

CIRCULATION SUMMARY	
	Fri
TOTAL COMBINED AVERAGE CIRCULATION	926
LOS BANOS ENTERPRISE	
Print Newspaper	920
Digital Editions	6
Total Combined Average Circulation	926

CIRCULATION DATA BY PUBLICATION	
TOTAL AVERAGE CIRCULATION	
Paid Circulation	
Individually Paid Circulation	
Home Delivery and Mail	404
Single Copy Sales	470
Total Average Individually Paid Circulation	874
Business/Traveler Paid Circulation	
Hotel Distribution - Room/Lobby Copies	31
Total Average Business/Traveler Paid Circulation	31
Total Average Paid Circulation	905
Qualified Circulation	
Single Copy	
Employee/Independent Contractor	
Digital	6
Retail/Business	15
Total Average Single Copy	21
Total Average Qualified Circulation	21
TOTAL AVERAGE CIRCULATION	926

NOTES

REPORT ENDING DATE

December 29, 2019

Visit auditedmedia.com Media Intelligence Center for additional data.

QUALIFIED RETAIL/BUSINESS

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

DIGITAL CIRCULATION

Digital circulation reported is comprised of the following:

	Fri
Digital Replica	6
Digital Nonreplica	

Publishing Plans

	Frequency: Friday Delivery Vehicle(s): Print, online Primary Circulation Classification: Paid Website(s): www.losbanosenterprise.com
---	---

GENE LIEB, Publisher
Telephone (209) 826-3831, ext. 6551 - FAX (209)
388-2226
907 6th Street
Los Banos, CA 93635
publisher@losbanosenterprise.com

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

Parent Company: McClatchy Company

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

DUANE DAILEY
Head of Reporting & Compliance

GENE LIEB
Publisher

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AWARDING CONTRACT FOR LEGAL ADVERTISING TO THE LOS BANOS ENTERPRISE FOR FISCAL YEAR ENDING JUNE 30, 2021, AND AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE AGREEMENT

WHEREAS, a Request for Proposals for Legal Notices, Classified and Display Advertising Services was issued on March 9, 2020; and

WHEREAS, one proposal was received prior to the submission deadline of April 8, 2020; and

WHEREAS, the City Council has considered the proposal from the Los Banos Enterprise for legal advertising, display advertising and classified advertising for the City of Los Banos for the fiscal year ending June 30, 2021; and

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

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

1. The proposal of the Los Banos Enterprise, for publication of legal advertising for the City of Los Banos for fiscal year ending June 30, 2021, is hereby accepted.

2. That the City Manager be and is hereby authorized and directed to execute an agreement in the form presented herewith for and on behalf of the City.

The foregoing Resolution was adopted at a regular meeting of the City Council of the City of Los Banos held on the 15th day of April 2020, by City Council Member __, who moved its adoption, which motion was duly seconded by City Council Member __, and the Resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: April 15, 2020

TYPE OF REPORT: Consent Agenda

SUBJECT: Rejection of Bids for construction of the Los Banos Dog Park Project

Recommendation:

That the City Council adopts the Resolution rejecting the bids for the construction of the Los Banos Dog Park project.

Background:

The 2019-2020 adopted City budget included the construction of the Los Banos Dog. Public Works initiated an Invitation for Sealed Bids to construct the Los Banos Dog Park on February 28, 2020. The Invitation for Sealed Bids was publicly noticed in the Merced Sun Star. The submitted bids were publicly opened on March 26, 2020.

Discussion:

Public Works received nine bid proposals. Per City of Los Banos Municipal Code Section 3-16.070 Public Projects- Rejection of formal bids, "City Council may reject any and all bids presented if the Public Works Director, prior to rejecting all bids, furnishes a written notice to an apparent low bidder, informing the bidder of the City's intention to reject the bid at least two (2) business days prior to the hearing at which the City Council intends to reject the bid". Due to the economic bearing of Covid-19, staff is recommending Council to reject all bids.

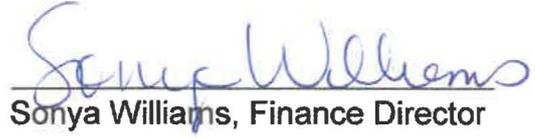
Fiscal Impact:

The cost of advertising the Invitation for Sealed Bids for the construction of the Los Banos Dog Park Project was \$186.00 from Los Banos Park Fund 250-454-220-717.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

- Resolution
- Public Notice
- Bid Results Sheet

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS REJECTING THE BIDS
FOR THE CONSTRUCTION OF THE LOS BANOS
DOG PARK PROJECT**

WHEREAS, the City of Los Banos received nine sealed bids for the construction of the Los Banos Dog Park; and

WHEREAS, the Sealed Bids for the construction of the Los Banos Dog Park were officially opened on March 26, 2020; and

WHEREAS, the City Council has the right to reject any or all bid proposals.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby reject the bids received for the construction of the Los Banos Dog Park project.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 15th day of April 2020, 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

Advertisement for Bids

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

Notice is hereby given that separate sealed bids for the award of contract for the construction of **Los Banos Dog Park** will be received by the City of Los Banos at the office of the City Clerk until 2:00 p.m. Pacific Daylight Savings Time, March 26, 2020 and then at said office publicly opened and read aloud.

The major work consists of construction of a new Dog Park, including earthwork, chain-link fencing, concrete mowstrip, concrete and asphalt pavement, irrigation system, landscaping, and other park amenities construction.

The time for completion shall be thirty (30) working days. There is an additional sixty (60) calendar days for establishment and maintenance of vegetation growth.

The Contract Documents, in their entirety, can be viewed and/or obtained from the City of Los Banos website at www.losbanos.org or at the following locations:

Central California Builders Exchange (www.cencalbx.com)

Builders Exchange of Stockton (www.besonline.com)

Valley Builders Exchange, Inc. (www.valleybx.com)

Dodge Data & Analytics (www.construction.com/plans/)

A payment bond prepared and executed in accordance with California Civil Code Section 3247 and a bond for faithful performance of the contract will be required of the successful bidder who is awarded the contract.

The successful bidder must comply with the latest general prevailing rate of per diem wages as determined by the Director of Industrial Relations, State of California, Department of Industrial Relations and is to be paid to the various craftsmen and laborers required to construct said improvements and is made a part of the specifications and contract for said work to which reference is hereby made for further particulars.

No contractor or subcontractor may be listed on a bid proposal or awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor registration information can be found at:

<http://www.dir.ca.gov/Public-Works/PublicWorks.html>

Each bid shall be accompanied by cashier's or certified check or by a bidder's bond, made payable to the City of Los Banos and executed by a corporate surety licensed to issue surety bonds in the State of California, for an amount equal to at least ten percent (10%) of the amount of said bid and no bid shall be considered unless such cashier's or certified check or bidder's bond is enclosed therewith.

The successful bidder of this project shall have the following current and active California State Contractor's License at the time of the submission of the bid and throughout the duration of the contract: **Class A.**

Bidders shall refer to the Contract Document's Information for Bidders for complete instructions.

Bidders are solely responsible for the cost of preparing their bids.

The City specifically reserves the right, in its sole discretion, to reject any or all bids, to re-bid, or to waive inconsequential defects, in bidding not involving time, or quality of the work. The City may reject any and all bids and waive any minor irregularities in the bids.



City of
Los Banos
At the Crossroads of California

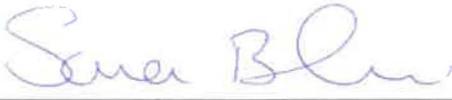
BID OPENING

Construction of Los Banos Dog Park

MARCH 26, 2020 - 2:00 PM

1. Ronnys, Inc.	\$ 253,417.00
2. F. Loduca Co.	\$ 216,423.00
3. Burke Construction Co.	\$ 346,900.00
4. United Pavement Maintenance	\$ 387,553.00
5. Westside Landscape & Concrete	\$ 243,694.19
6. Joe's Landscaping and Concrete, Inc.	\$ 274,900.00
7. Machado & Sons Construction, Inc.	\$ 332,827.00
8. Grover Landscape Services, Inc.	\$ 284,257.00
9. Saboo, Inc.	\$ 446,699.00

Signed: _____


Sara Blevins, CMC
HR Technician/Deputy City Clerk

Dated: March 26, 2020


Joe Heim
Parks & Recreation Operations Manager



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: April 15, 2020

TYPE OF REPORT: Consent

SUBJECT: Second Amendment to Lease Agreement between the City of Los Banos and Ferrara Ranches, LTD, for the Wastewater Treatment Facility Pasture

Recommendation:

That the City Council adopt the Resolution authorizing the Mayor to execute a Second Amendment to Lease Agreement with Ferrara Ranches, LTD, for the Wastewater Treatment Facility Pasture for a period of five (5) years for the amount of \$43,575.00.

Background:

The City of Los Banos Public Works Department operates and maintains the Los Banos Wastewater Treatment Facility located at 17963 West Henry Miller Road. The Wastewater Treatment Facility owns and maintains approximately 465 acres of irrigated and non-irrigated pasture. These pastures are designated as treated effluent disposal fields. The use of the pasture land is regulated by the Regional Water Quality Control Board and its occupancy is limited to beef cattle. The Wastewater Treatment Plant Operators typically work with the Lessee to rotate pasture use and remove cattle from the pastures that will be irrigated with treated effluent. This practice has worked well and is acceptable to the Regional Water Quality Control Board.

The following is detailed information regarding the leased pasture areas:

1. The northwest pasture, APN 082-020-038, of approximately 86 acres (gross) has no irrigation water supply. A cattle trough watering system is available to this pasture. However, existing cattle troughs in the area have deteriorated and may be in need of replacement. The water supply is an existing eight-inch, three horsepower, and submersible pump well, with an existing 1,000 gallon pressure tank, and is located north of the northern pastures. The operation, repair, maintenance, and replacement of this

supply well will be the responsibility of Lessee for the duration of the First Amendment to Lease Agreement.

2. The northeast pasture, APN 073-210-001, of approximately 142 acres (gross) is served by a permanent piped effluent irrigation system. A cattle trough watering system is available to this pasture. However, existing cattle troughs in the area have deteriorated and may be in need of replacement. The water supply is an existing eight-inch, three horsepower, submersible pump well, with an existing 1,000 gallon pressure tank, and is located north of the northern pastures. The operation, repair, maintenance, and replacement of this supply well will be the responsibility of the Lessee for the duration of the First Amendment Lease Agreement.

3. The eastern pasture, APN'S 073-220-005 and 073-220-006, is approximately 237 acres (gross). The only irrigation available to this pasture is excess treated effluent from adjacent City of Los Banos Wastewater Treatment Facility. Treated effluent may be provided to the Lessee at no charge, however, Lessee agrees and understands that the City is under no obligation to supply treated wastewater in quantities sufficient to all or any specified portion of Lessee's irrigation needs. There is an existing cattle trough watering system, supplied by a well, to serve the east pasture. The water troughs for the eastern pastures are in operable condition. The water supply well is shared with other areas of the Los Banos Wastewater Treatment Facility. Operation and maintenance of the supply well shall be by the City of Los Banos. However, the cattle trough water delivery system operation, repair, maintenance, and replacement shall be the responsibility of the Lessee.

Discussion:

Ferrara Ranches, LTD, contacted the City of Los Banos Public Works Department inquiring on entering into a Second Amendment to Lease Agreement to the current Lease Agreement for the continual rent of the Wastewater Treatment Facility Pastures. The current Lease Agreement ends on April 20, 2020, and the request is to extend the lease for an additional five (5) years.

The following are the main points of the Second Amendment to Lease Agreement:

- 1) The Agreement will be for five (5) years, commencing on April 20, 2020.
- 2) The lease rent will be \$8,715.00 annually, an increase of 5% from the current amount.
- 3) All terms and conditions of the original Lease Agreement remain in full force and effect except as expressly amended by the Second Amendment to Lease Agreement.
- 4) Maintenance of the leased property is to be maintained by the Lessee, as specified in the Lease Agreement.

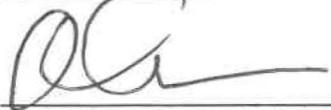
The Public Works Department will administrate the terms of the Lease Agreement through the Wastewater Treatment Facility Supervisor.

Fiscal Impact:

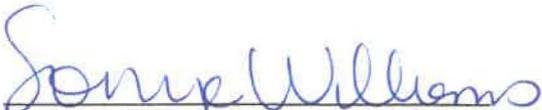
The leasing of the Wastewater Treatment Facility Pastures will generate \$43,575.00 for five (5) years. This represents an annual revenue of \$8,715.00.

By leasing the pastures, the Wastewater Treatment Facility will reduce expenditures for maintenance of the leased pasture area. Expenditure savings in pasture mowing, weed abatement, and fence repair are expected.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
Second Amendment to Lease Agreement
First Amendment to Lease Agreement
Lease Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING ENTERING INTO A SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN THE CITY OF LOS BANOS AND FERRARA RANCHES, LTD, FOR THE PURPOSE OF LEASING PASTURE LAND LOCATED AT THE CITY OF LOS BANOS WASTEWATER TREATMENT FACILITY.

WHEREAS, Ferrara Ranches, LTD, has requested the City of Los Banos enter into a Second Amendment for the purpose of leasing pasture lands located at the City of Los Banos Wastewater Treatment Facility; and

WHEREAS, the term of the Second Amendment to Lease Agreement is five years, commencing on April 20, 2020 and ending on April 19, 2025; and

WHEREAS, commencing on April 20, 2020, Ferrara Ranches, LTD agrees to pay \$8,715 annually, payable ½ on or before April 20 and ½ on or before October 20 of each year of the agreement; and

WHEREAS, said Second Agreement to Lease Agreement, as presented, has been prepared by the City Attorney of the City of Los Banos; and

WHEREAS, all the terms and conditions of the Lease Agreement remain in full force effect except as expressly amended by the Second Amendment to Lease Agreement; and

WHEREAS, the City Council of the City of Los Banos designates the Mayor to sign and execute the Second Amendment to Lease Agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve the Second Amendment to Lease Agreement between the City of Los Banos and Ferrara Ranches, LTD, and the designation of the Mayor to sign and execute the Second Amendment to Lease Agreement as presented.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 15th day of April 2020, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Exempt from Recording Fees
Pursuant to Gov't Cd 6103

**APN: 082-020-038; 073-210-001;
073-220-005; and 073-220-006**

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**SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF LOS BANOS AS LESSOR AND JOSEPH P. FERRARA dba
FERRARA RANCHES, LTD AS LESSEE**

[WWTP Pasture]

THIS SECOND AMENDMENT TO LEASE AGREEMENT is entered into on April __, 2020 by and between the CITY OF LOS BANOS, a California municipal corporation, (referred to in this lease as "Lessor") and **JOSEPH P. FERRARA dba FERRARA RANCHES, LTD**, (referred to in this lease as "Lessee").

RECITALS

WHEREAS, the parties entered into a lease agreement, dated for reference purposes as of April 20, 2010 (the "Lease") in which Lessor leased to Lessee the real property and improvements in the City of Los Banos, County of Merced, State of California, more particularly described in Exhibit A and as amended on March 18, 2015 to extend the term for an additional five years ending on April 19, 2020; and

WHEREAS, the parties wish to again amend the Lease as herein set forth.

NOW THEREFORE, for good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Term. The term of the Lease shall be extended an additional five years commencing on April 20, 2020 and ending on April 19, 2025 ("Second Extended Term"), unless terminated earlier pursuant to the provisions of the Lease.

IN WITNESS THEREOF, this Second Amendment to Lease was executed by the parties thereto on the date set forth above.

LESSOR:
CITY OF LOS BANOS, a municipal corporation

By: _____
Michael Villalta, Mayor

ATTEST:

Lucille Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

LESSEE:
FERRARA RANCHES, LTD

Joseph P. Ferrara

[SIGNATURES MUST BE NOTARIZED]

EXHIBIT A
REAL PROPERTY

APN: 082-020-038; 073-210-001; 073-220-005; and 073-220-006.

IMPROVEMENTS

- Wood barn, approximately 1,000 square feet, northwest corner APN 073-210-001.
- Metal hay barn, approximately 360 square feet, northwest corner APN 073-210-001.
- Wooden corrals, northwest corner of APN 073-210-001.
-
- Metal corrals, southwest corner of APN 073-220-005.
-
- Eight-inch diameter domestic well with three horsepower submersible pump and 1,000 gallon pressure tank, serving cattle water system for APN 073-220-005 and APN 073-220-006, northwest corner of APN 073-210-001.
- Permanent tail water collection systems serving all parcels except APN 082-020-038
- Permanent irrigation distribution system, piped, serving all parcels except APN 082-020-038

Barbara J Levey
Merced County Clerk - Recorder

RECORDING REQUESTED BY:
City Clerk

P Public

G

WHEN RECORDED MAIL TO:
City Clerk
City of Los Banos
520 J Street
Los Banos, CA 93635

Doc#: 2015-015059

Titles: 1 Pages: 37



Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

No Recording Fee

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

APN: 082-020-038; 073-210-001;
073-220-005; and 073-220-006

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF LOS BANOS AS LESSOR AND JOSEPH P. FERRARA dba
FERRARA RANCHES, LTD AS LESSEE**

March 18, 2015

THIS DOCUMENT, INCLUDING EXHIBITS, TOTALS **37** PAGES.
EACH PAGE IS "BATES STAMPED" SEQUENTIALLY IN THE LOWER RIGHT HAND CORNER.

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Exempt from Recording Fees
Pursuant to Gov't Cd 6103

**APN: 082-020-038; 073-210-001;
073-220-005; and 073-220-006**

Space above this line for Recorder's use.

**FIRST AMENDMENT TO LEASE AGREEMENT BETWEEN
THE CITY OF LOS BANOS AS LESSOR AND JOSEPH P. FERRARA dba
FERRARA RANCHES, LTD AS LESSEE**

[WWTP Pasture]

THIS FIRST AMENDMENT TO LEASE AGREEMENT is entered into on March 18 2015 by and between the CITY OF LOS BANOS, a California municipal corporation, (referred to in this lease as "Lessor") and JOSEPH P. FERRARA dba FERRARA RANCHES, LTD, (referred to in this lease as "Lessee").

RECITALS

WHEREAS, the parties entered into a lease agreement, dated for reference purposes as of April 20, 2010 (the "Lease") in which Lessor leased to Lessee the real property and improvements in the City of Los Banos, County of Merced, State of California, more particularly described in Exhibit A; and

WHEREAS, the term of the Lease was for a period of five years to expire on April 20, 2015; and

WHEREAS, the parties wish to amend the Lease as herein set forth.

NOW THEREFORE, for good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree to amend the Lease as follows:

1. Term. The term of the Lease shall be extended an additional five years commencing on April 20, 2015 and ending on April 19, 2020 ("Extended Term"), unless terminated earlier pursuant to the provisions of the Lease.

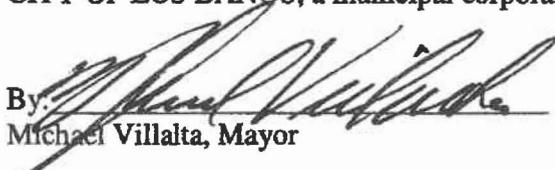
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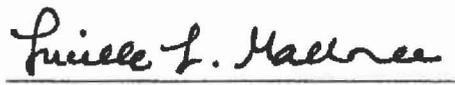
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IN WITNESS THEREOF, this First Amendment to Lease was executed by the parties thereto on the date set forth above.

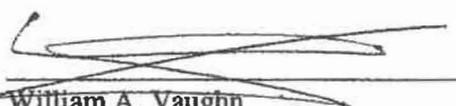
LESSOR:
CITY OF LOS BANOS, a municipal corporation

By: 
Michael Villalta, Mayor

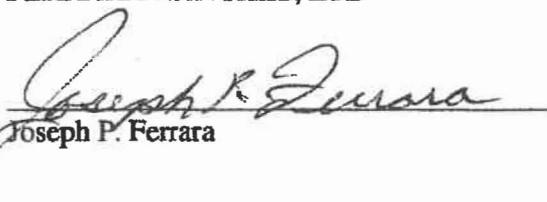
ATTEST:


Lucille Mallonee, City Clerk

APPROVED AS TO FORM:


William A. Vaughn
City Attorney

LESSEE:
FERRARA RANCHES, LTD


Joseph P. Ferrara

[SIGNATURES MUST BE NOTARIZED]

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EXHIBIT A
REAL PROPERTY

APN: 082-020-038; 073-210-001; 073-220-005; and 073-220-006.

IMPROVEMENTS

- Wood barn, approximately 1,000 square feet, northwest corner APN 073-210-001.
- Metal hay barn, approximately 360 square feet, northwest corner APN 073-210-001.
- Wooden corrals, northwest corner of APN 073-210-001.
-
- Metal corrals, southwest corner of APN 073-220-005.
-
- Eight-inch diameter domestic well with three horsepower submersible pump and 1,000 gallon pressure tank, serving cattle water system for APN 073-220-005 and APN 073-220-006, northwest corner of APN 073-210-001.
- Sixteen-inch diameter irrigation well with fifty horsepower turbine pumps, southwest corner of APN 082-020-023.
- Permanent irrigation distribution system, piped, serving all parcels except APN 082-020-038.
- Permanent tail water collection systems serving all parcels except APN 082-020-038.

AS

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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.

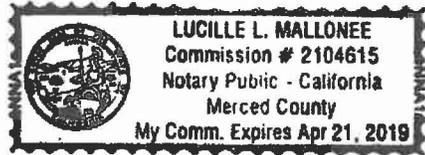
State of California }
 }
County of Merced }

On this 27th day of April, 2015 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)

Recording Requested By:

City of Los Banos

And When Recorded Mail to:

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

Exempt from Recording Fees
Pursuant to Gov't Cd 6103

APNs: 082-020-038; 073-210-001;
073-220-005; 073-220-006

Space above this line for Recorder's use.

**LEASE AGREEMENT BETWEEN
THE CITY OF LOS BANOS AND FERRARA RANCH'S LTD**

THIS LEASE is entered into on April 20, 2010 by and between the CITY OF LOS BANOS, a California municipal corporation, (referred to in this lease as "Lessor") and Ferrara Ranch's LTD referred to in this lease as "Lessee").

Lessor for and in consideration of the rent to be paid by Lessee and of the covenants and provisions to be kept and performed by Lessee under this lease, hereby leases to Lessee, and Lessee agrees to lease from Lessor, the real property in the County of Merced, State of California, ("the Premises") more particularly described in Exhibit A attached hereto and incorporated herein by this reference on the following terms and conditions:

ARTICLE 1. TERM OF LEASE

Section 1.01. Term. The term of this Lease shall be for a period of five (5) years, commencing on April 20, 2010, and terminating at midnight on April 20, 2015, unless terminated earlier pursuant to the provisions of this lease.

Section 1.02. Holding Over. Any holding over after the expiration of the term of this Lease with the consent of the Lessor expressed or implied shall not extend the term of this Lease or renew the same, regardless of the period of holding over. Any such holding over shall constitute a tenancy from month to month upon each and every term, condition and covenant of this Lease insofar as the same may be applicable.

ARTICLE 2. RENT

Section 2.01. Rent. Commencing April 20, 2010, Lessee agrees to pay to Lessor the sum of Seven Thousand Nine Hundred Five Dollars, (\$7,905.00) per year, payable ½ on or before April 20 and ½ on or before October 20 of each year of this lease agreement.

In the event rent is not paid within 5 days after due date, Lessee agrees to pay a late charge of \$500.00, plus interest at the rate of 10% per annum on the delinquent amount. Lessee further agrees to pay \$50.00 for each dishonored bank check. The late charge period is not a grace period, and Lessor is entitled to make written demand for any rent if not paid when due.

Section 2.02. Security Deposit. Lessee agrees to deposit with the Lessor the sum of five thousand dollars (\$5,000.00) as security for the full and faithful performance of each and every term, provision, covenant, and condition of this Lease, including but not limited to the payment of rent, the repair of damages to the Premises caused by the Lessee, or the cleaning of the Premises upon termination of this Lease. The Lessor may use, apply, or retain the whole or any part of this security for payment of any or all of the above-mentioned specific purposes. Any remaining portion of such deposit shall be returned to the Lessee no later than thirty (30) days after termination of this Lease. Lessee shall not be entitled to any interest on the security deposit.

ARTICLE 3. USE OF PREMISES

Section 3.01. Permitted Use. During the term of this lease, Lessee shall use the Premises solely for the purpose of grazing of non-milking cattle thereon and for no other purpose without the prior written consent of Lessor.

Section 3.02. Approvals and Licensing. If any license, permit, or other governmental authorization is required for the services and/or activities provided by Lessee in connection with the use or occupancy of the Premises or any portion of the Premises, Lessee shall procure and maintain said approvals and licenses throughout the term of this lease. Failure to procure and maintain said approvals and licenses throughout the term of this lease shall be deemed a material breach of the lease. Lessee shall notify Lessor immediately upon suspension or revocation of any license, permit, or other governmental authorization.

Section 3.03. Compliance With Laws. Lessee shall, at Lessee's own cost and expense, comply with all statutes, ordinances, regulations, orders, and requirements of all governmental entities, both federal and state and county or municipal relating to any use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. The violation of any such statute, ordinance, regulation, or requirement shall constitute grounds for termination of this lease by Lessor.



Section 3.04. Prohibited Uses. Lessee shall not use or permit the Premises or any portion of the Premises to be improved, developed, used, or occupied in any manner or for any purpose that is in any way in violation of any valid law, ordinance, order, or regulation of any federal, state, county, or local governmental agency, body, or entity. Furthermore, Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises or any part of the Premises.

Section 3.05. Right of Entry and Access to Premises. Lessor and its agents or representative shall have the right, during reasonable business hours, to enter upon the leased premises, to inspect the same, the improvements therein, appurtenances thereto, and all equipment located thereon. Lessor shall also have the right to enter the leased premises to exercise, protect or defend any of the rights reserved to the Lessor hereunder. Lessee shall supply Lessor and its agents or representatives with keys or other instruments necessary to effect entry only to the leased premises.

Section 3.06. Farming Practices. Lessee shall carry on all of the activities specified under Section 3.01 in accordance with good husbandry and the best practices of the farming community in which the leased premises are situated. Lessee agrees to till, cultivate, and irrigate said premises in a good and proper manner, in accordance with approved practices, using only such sprays and chemicals as will not endanger life or property, and to keep such improvements as may be in existence on said premises in good repair and condition, and to protect all of said premises from noxious grasses, weeds, plants, and from animal and insect pests.

(a) Cattle Management. Lessee shall use cattle management practices that are, to the maximum extent possible, economically and ecologically sustainable and shall enhance the most beneficial use of the Premises, and that pasturing shall be done in a good and proper manner. Pasture grazing schedules shall provide for the rotation of cattle among the various individual fields such that all fields are afforded adequate rest and recovery periods between grazing periods. Cattle shall be kept off of irrigated pastures during and for a sufficient period of time after application of water so as to prevent damage to pasture grasses and the over-compaction of soils. The total number of cattle to be maintained on the Premises shall not exceed the number sustainable in accordance with the above requirements. If, in the sole opinion of the City Public Works Director, there are too many animals on the Premises, in whole or in any part thereof, the City Public Works Director has the authority to require a reduction in the number of animals, and the Lessee must comply within seventy-two (72) hours after notice thereof.

(b) Livestock Health. Lessee shall undertake every reasonable effort to keep all of animals situated on the Premises free of any diseases. Diseased animals, which endanger the health of other animals, shall be quarantined under the supervision of a veterinarian, or removed from the Premises. Lessee shall remove all dead animals located on the Premises within twenty-four (24) hours following the discovery of their death, or twenty-four (24) hours following notification by the City Public Works Director or his designee, whichever is sooner.



If Lessee fails to take any required action or conduct any operation in accordance with the best course of husbandry practiced in the farming community surrounding the leased premises, Lessor may, after giving Lessee 15 days' written notice of the failure in the manner prescribed in Section 9.03 of this lease, enter the leased premises and take any reasonable action Lessor may deem necessary to protect Lessor's interest in this lease and the leased premises. Lessee agrees to reimburse Lessor on demand for the cost of any reasonable actions taken by Lessor in accordance with the provisions of this paragraph.

Section 3.07. Chemical Storage and Use. Lessee shall not apply to, use upon, possess or store upon the Premises subject to this Lease, any substance or chemical as designated from time to time by the United States or State of California or any office or agency thereof, as causing cancer or reproductive toxicity, as determined in accordance with the Safe Drinking Water and Toxic Enforcement Act of 1986 (commonly known as Proposition 65) or any other law or regulation. Lessee further agrees and acknowledges that all herbicides and pesticide storage and applications must meet the restrictions and permits required by the County Agricultural Commissioner in the State of California and all other governmental regulations. Only chemicals designated and approved for use on the land associated with this lease may be stored on the Premises herein leased. Lessee agrees to control and dispose of containers according to legal requirements, and hold Lessor harmless for the use, storage, or disposal of any agricultural chemicals. Lessee agrees not to apply pesticides, insecticides, fungicides, herbicides, or other chemical treatments that will have a residual effect beyond the term of this lease except with the prior written consent of Lessor.

ARTICLE 4. RECLAIMED WASTEWATER IRRIGATION

Section 4.01. Waste Water Disposal. The intent of this Lease Agreement is to provide the City of Los Banos with a means of disposing of treated wastewater through land disposal in a manner which meets the requirements of the California Regional Water Quality Control Board, Central Valley Region, and the State Department of Health, and is responsive to seasonal variations in wastewater flow, rainfall, evaporation, and other pertinent environmental factors. The intent is also to provide Lessee with a supplemental source of irrigation water.

Section 4.02. Quantity of Wastewater. Lessee agrees to accept and use for irrigation and land disposal, treated wastewater from the adjoining City of Los Banos Wastewater Treatment Plant. Determination of what quantities of treated wastewater and the times at which such treated wastewater is to be delivered to the Premises shall be entirely within the discretion of Lessor. It is understood by the Lessee that the quantity of treated wastewater that will be delivered to the Premises is highly variable, and cannot be predicted with precision. The Lessee further understands that treated effluent shall be delivered at the times, in the amounts, and at the locations required by the Lessor.



Lessee agrees and understands that Lessor is under no obligation to supply treated wastewater in quantities sufficient to meet all, or any specified portion of Lessee's irrigation needs.

Section 4.03. Use of Wastewater. It is understood and agreed by Lessee that Lessee shall comply with all present and future laws, ordinances, rules, and regulations promulgated by any government authority of competent jurisdiction regulating the use of wastewater on irrigated lands.

Section 4.04. Wastewater Discharge Requirements. Lessee agrees to use the Premises in conformance with the existing and any future Waste Discharge Requirements as prescribed by the California Regional Water Quality Control Board, Central Valley Region. A copy of Order No. 92-014 of the California Regional Water Quality Control Board Central Valley Region is attached as Exhibit "B."

Section 4.05. Runoff Control. Lessee agrees to control the irrigation of the Premises with treated wastewater from the City of Los Banos Wastewater Treatment Plant in such a manner that it will not allow the discharge of any runoff to the Mud Slough or adjacent public or private properties, and to meet all regulations imposed by all governmental authorities having competent jurisdiction, including, but not limited to, the California Regional Water Quality Control Board, Central Valley Region.

Section 4.06. Quality of Wastewater. Lessor agrees that the wastewater delivered to Lessee shall, as to quality and composition, and taking into account the agricultural use to which the wastewater will be put, be treated to meet all Wastewater Discharge Standards as prescribed for the City of Los Banos Wastewater Treatment Facility by the California Regional Water Quality Control Board, Central Valley Region, and the quality and composition standards and requirements of all other governing agencies, boards, or commissions with jurisdiction, and that the use of the wastewater may be subject to the review and approval of the State Department of Health, and the Merced County Department of Health.

Section 4.07. Management Plan. The parties shall meet on an annual basis to develop and implement a Management Plan for the operation, use, and flow control of wastewater delivery from the Treatment Plant to the Premises. Said Management Plan shall set forth Lessee's responsibilities regarding irrigation management of wastewater deliveries, soil management, use of the wastewater, use of other water sources, and operation of the Premises in compliance with the Order No. 92-014 of the California Regional Water Quality Control Board Central Valley Region.

Section 4.08. Availability of Lessee. Because of the type of operation of the City of Los Banos Wastewater Treatment Plant, it is imperative that Lessee or a representative be readily available in case plant personnel must change any plant operation that affects Lessee. Lessee shall, at all times, retain in the local area a qualified, competent, and experienced representative to supervise operations and be authorized to represent and act for Lessee in matters pertaining to the day-to-day

conduct of Lessee's operations. During any temporary periods of absence by said representative, an alternate representative of Lessee with like authority must be present.

Lessee shall, at all times, keep the City Public Works Director or his authorized representative advised in writing as to who the Lessee's authorized representative is and the means whereby immediate communication can be established with that representative on a twenty-four (24) hour basis.

ARTICLE 5. OPERATING COSTS

Section 5.01. Operating Costs. Lessee shall pay all costs in connection with Lessee's operations on the leased premises, including but not limited to costs of preparing the leased premises for production, costs of tools and labor, electricity, water charges, and other utilities. Lessor shall pay for the electricity and diesel costs for the four (4) booster pumps and two (2) tailwater pumps referred to in Section 6.02.

Section 5.02. Taxes and Assessments. Lessee shall pay, before delinquency, all personal property taxes or assessments levied on Lessee's personal property situated in or about the leased premises during the term of this lease. On demand, Lessee shall provide to Lessor satisfactory evidence of payment of taxes. Lessor shall be responsible for the payment of real property taxes or assessments levied on the leased premises and Grasslands Water District taxes, assessments, and standby charges.

ARTICLE 6. MAINTENANCE ALTERATIONS AND REPAIRS

Section 6.01 Lessee Maintenance and Repairs. Except as set forth in Section 6.02 herein, Lessee shall, at Lessee's sole cost and expense, keep and maintain the premises in good condition and repair including but not limited to the barns, fences, gates, miscellaneous outbuildings, cattle water distribution system piping and watering troughs, irrigation water pumps and wells, and every part thereof in good working order, condition, and repair.

(a) Prior to Lessee moving any cattle onto the premises, Lessee shall at Lessee's sole cost and expense, repair and/or replace as necessary, all fences and gates, so that the cattle are adequately secured on the premises, to the satisfaction of Lessor.

(b) Lessee shall also, at Lessee's sole cost and expense, keep and maintain the irrigation system on the downstream side of the twenty-four (24) inch, and thirty (30) inch cement mortar lined and coated steel pipe irrigation supply and pond connection pipelines.

(c) Lessee shall also, at Lessee's sole cost and expense, keep and maintain the irrigation drainage system upstream of the two (2) tailwater return pumps

maintained by Lessor and referred to in Section 6.02.

(d) Lessee shall also, at Lessee's sole cost and expense, keep premises clean of all noxious grasses, weeds, and plants, and protect said premises from animal and inspect pests.

Section 6.02. Lessor Maintenance and Repairs. Lessor shall, at Lessor's sole cost and expense, keep and maintain the twenty-four (24) inch, and thirty (30) inch cement mortar lined and coated steel pipe irrigation supply and pond connect pipelines, the two (2) tailwater return pumps, (numbers P501 and P601) used to return tailwater to the Lessor's existing wastewater ponds, and four (4) booster pumps (numbers P301, P302, P303, and P401) used to lift water out of the 's existing wastewater ponds in good condition, and repair,

Section 6.03. Waste. Lessee shall not maintain or commit, nor suffer to be maintained or committed, any nuisance or waste in or about said leased Premises, nor do or permit anything to be done in or about said Premises, nor keep anything therein which will in any way conflict with any law, ordinance, rule, or regulation affecting the occupancy and use of said Premises, which have been or may hereafter be, enacted or promulgated by any public authority.

Section 6.04. Alterations and Mechanics' Liens. Lessee shall not construct, any new improvements upon said leased premises without first obtaining the written consent of Lessor. Lessee shall pay for all materials joined or affixed to said leased premises, and pay in full all persons that perform labor upon said premises at Lessee's instance and request. Lessee shall not permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against said leased premises for any work done, or materials furnished thereon, at Lessee's instance or request. Lessee agrees to indemnify and hold Lessor harmless against any and all such liens. Lessor shall have the right to pay any amount required to release any such lien or liens, or to defend any action brought thereon, and to pay any judgment entered therein. Lessee shall be liable to Lessor for all costs, damages and reasonable attorney's fees and any amounts expended in defending any proceedings, or in the payment of any of said liens or any judgment obtained therefore. Lessor may post and maintain upon the leased premises notice of non-responsibility as provided by law.

Section 6.05. Inspection by Lessor. Lessee shall permit Lessor or Lessor's agents, representatives, or employees to enter the leased premises at all reasonable times to determine whether Lessee is complying with the terms of this lease and for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the leased premises.

Section 6.06. Acceptance by Lessee. Lessee accepts the leased premises, as well as the improvements on the premises and facilities appurtenant to the premises, in their present AS IS condition. Lessee agrees with, and represents to Lessor, that the leased premises have been inspected by Lessee and that Lessee has been assured by

means independent of Lessor or Lessor's agents of the truth of all facts material to this lease and that the leased premises are being leased by Lessee as a result of Lessee's inspection and investigation and not as a result of any representations made by Lessor or Lessor's agents.

Section 6.07. No Warranty. Lessee expressly acknowledges that Lessor has made no warranty and no warranty shall be implied by reason of any term or provision of this Lease concerning the availability or sufficiency of water or any other utility for use upon the leased premises; nor has Lessor made any warranty concerning the sufficiency of wells, pumping plants, canals, pipelines or any other irrigation equipment for provision of water to the crops, any dwellings or machinery upon the leased premises; nor has Lessor made any warranty concerning the sufficiency of any provisions for the control of flooding of the leased premises, nor has Lessor made any warranty concerning the sufficiency of adequacy of the land for the use or uses intended by Lessee.

ARTICLE 7. INDEMNITY AND INSURANCE

Section 7.01. Indemnification Lessee shall defend, indemnify, and hold harmless Lessor, its principals, officers, employees, agents, and volunteers from and against any claims, losses, injuries, suits, or judgments and from any and all liability for any and all claims, losses, injuries, suits, or judgments filed or brought by any and all persons (including, without limitation, attorney's fees, disbursements and court costs) because of, arising, from or resulting from, or in connection with the conduct by Lessee of any program, activity or service in, on, or about the premises, or because of or arising from any negligent and or willful act or omission, its principals, officers, agents, employees, volunteers or subcontractors, or in any way connected with the Premises or with any improvements or personal property on the Premises, or some condition of the Premises or some building or improvement on the Premises.

Section 7.02. Public Liability and Premises Damage Insurance. Lessee shall, at its own cost and expense, procure and maintain during the entire term of this lease public liability insurance and premises damage insurance insuring Lessor against loss or liability caused by or connected with Lessee's occupation and use of the Premises under this lease in amounts not less than:

(a) \$1,000,000 for injury to or death of one or more persons as a result of any one accident or incident; and

(b) \$1,000,000 for damage to or destruction of any property of others.

The insurance required under this section shall be issued by a responsible insurance company or companies authorized to do business in California and shall be in a form reasonably satisfactory to Lessor. Lessee shall within 10 days of the date of this lease, deposit with Lessor a certificate showing that insurance to be in full force and

effect.

Section 7.03. Cancellation Requirements. Each of the insurance policies shall be in a form reasonably satisfactory to Lessor and shall carry an endorsement that, before changing or canceling any policy, the issuing insurance company shall give Lessor at least 30 days' prior written notice. Duplicate originals or certificates of all such insurance policies shall be delivered to Lessor.

ARTICLE 8. DEFAULT, ASSIGNMENT, AND TERMINATION

Section 8.01 Assignment and Subletting. Lessee shall not assign, encumber, convey, or otherwise hypothecate this Lease, in whole or any part thereof, whether through direct assignment, merger, sale of stock or business assets, or otherwise, without first obtaining the written consent of the Lessor. Lessor agrees that such approval will not be unreasonably withheld or unreasonably exercised. Any such assignment, encumbrance, conveyance, hypothecation, occupation, or use by any other person or entity without such written consent shall be void, and shall, at the option of the Lessor, be grounds for termination of this Lease Agreement.

Following approval by the Lessor as set forth above, Lessee shall be permitted to sublet the Premises to a responsible person, or corporation; however, no such subletting or use by another person, firm, or corporation shall in any way release the Lessee from the obligations, conditions, and terms of this Lease. Lessee shall furnish in writing to the Lessor the names of any subtenant, and any sublease entered into by Lessee shall incorporate the terms, provisions, and conditions of this Lease.

Section 8.02. Remedies on Default. Should Lessee fail to pay any part of the rents herein specified, at the times or in the manner herein provided, or fail to comply with or perform any other of the terms and provisions of this Lease on the part of the Lessee to be performed or complied with, then, and in that event, Lessor may exercise any and all remedies provided by law or equity by reason of such default, including the right, at Lessor's option, of terminating this Lease. In any of such events, Lessor shall be entitled to the immediate possession of said Premises without notice to Lessee and exclude Lessee and all persons and property therefrom, and by process of law or otherwise, take and resume possession of said premises.

Each and all of Lessor's remedies shall be construed as cumulative and no one of them as exclusive of the other, or as exclusive of any remedy provided by law or equity.

Section 8.03. Waiver. Failure of Lessor to insist upon performance of any of the terms or conditions of this Lease in any one or more instances shall in no event be construed as a waiver or a relinquishment of its right to future performance thereof, and Lessee's obligations to such future performance shall continue in full force and effect. The receipt by Lessor of rent, with the knowledge of the breach of any agreement or

condition hereof, shall not be determined to be a waiver of any such breach.

Section 8.04. Bankruptcy, Receivership, and Insolvency. If Lessee should make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy, or be adjudicated bankrupt or insolvent, or permit a receiver to be appointed to take possession of a substantial portion of its assets or of this leasehold, and such bankruptcy, insolvency, or receivership proceedings shall not be dismissed within ninety (90) days, then Lessor may, without notice or demand, terminate this Lease and forthwith reenter and repossess the properties, and remove all persons therefrom, and under no circumstances shall this Lease be assignable or transferable by operation of law.

Section 8.05. Eminent Domain. If the whole or any portion of the premises hereby leased shall be taken by any public authority under the power of eminent domain, whether by negotiation or otherwise, then the term of this Lease shall cease as of the date possession is taken by such authority as to that portion taken, and the rental thereafter due or payable shall be reduced for the portion taken at the rental rate per acre then in effect. All damages awarded for such taking under the power of eminent domain, whether in whole or in part of the Lease premises, shall be the property of the Lessor. Provided, however, that Lessor shall not be entitled to any award made to Lessee for loss of business, business leasehold improvements, and crops.

Section 8.06. Surrender of Premises. Lessee shall, at the termination of the term hereby created, or upon earlier termination hereof for any reason, or upon the extension of the term herein set forth, quit and surrender said premises in good order, condition, and repair, reasonable wear and tear and acts of God or fire from natural causes excepted.

ARTICLE 9. MISCELLANEOUS

Section 9.01. Discrimination Prohibited. Neither Lessee nor any officer, employee, or agent of Lessee shall discriminate in the employment of persons providing services on the premises in any facility the use of which is authorized by this Agreement on account of race, color, national origin, ancestry, religion, sex, physical handicap, or medical condition, in violation of any federal or state law.

Section 9.02. Attorney's Fees. In each suit brought for the recovery of any rent due hereunder, or for the recovery of the possession of said leased premises, or for the breach, or to restrain the breach of any of the terms, conditions, or covenants of this Lease, the prevailing party shall be entitled to a reasonable sum as and for attorney's fees therein, the amount of which shall be determined by the court in such suit and added to and become a part of the judgment therein.

Section 9.03. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this lease or by law to be served on or given to either party to this lease by the other party to this lease shall be in

26

writing and shall be deemed duly served and given when personally delivered to the party to whom they are directed, or in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to:

Lessor

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

Lessee

Ferrara Ranch's LTD
Joseph P. Ferrara
P.O. Box 1358
San Jose, Ca. 95109

Either party, Lessor or Lessee, may change its address for the purpose of this section by giving written notice of that change to the other party in the manner provided in this section.

Section 9.04. Binding on Heirs. This Lease shall include and inure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto, but nothing contained in this paragraph shall be construed to modify or impair in any manner any of the provisions and restrictions of this Lease relating to the assignment of this Lease, or of any interest therein, or to the subletting or underliners of said leased premises or any part thereof.

Section 9.05. Severability. The clauses, terms, conditions, and requirements set forth in this Lease Agreement are severable. Should any one of these be struck down as invalid by a court of law, any and all remaining clauses not so struck down remains in full force and effect.

Section 9.06. Sole and Only Agreement. This written agreement constitutes the entire contract between the Lessee and Lessor, and no representation or agreement, unless expressed herein, shall be binding upon the Lessor or Lessee. For any amendment of this Lease Agreement to be effective to change or modify this Lease Agreement, in whole or in part, said amendment shall be in writing and duly signed by both parties.

Section 9.07. Relationship of Parties. It is understood and agreed that the relationship between the parties is that of landlord and tenant, and not as party or agent of the Lessor. Lessee, or its subtenant, shall carry Worker's Compensation Insurance and shall observe all laws and regulations applicable to employers.

Section 9.08. Oil, Gas, and Mineral Rights. All rights in any and all minerals, oil, gas, and other hydrocarbons located on or under the leased premises are reserved to Lessor and are particularly excepted from the property covered by the terms of this

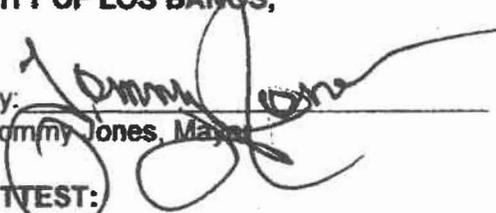
lease.

Section 9.09. Hunting and Fishing. Lessor and Lessee agree that neither the Lessor nor Lessee shall permit hunting, fishing, or public access to any part of the Premises.

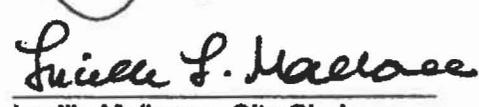
Section 9.10. Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS THEREOF, this Agreement was executed by the parties thereto on the date set forth above.

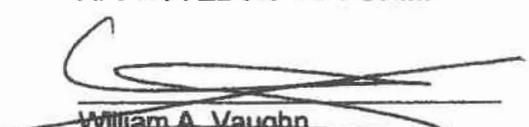
**LESSOR:
CITY OF LOS BANOS,**

By: 
Tommy Jones, Mayor

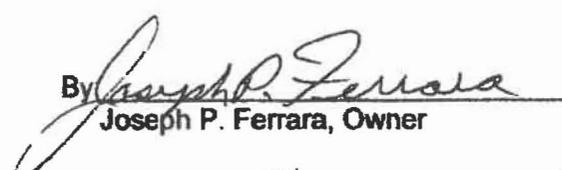
ATTEST:


Lucille Mallonee, City Clerk

APPROVED AS TO FORM:


William A. Vaughn
City Attorney

**LESSEE:
FERRARA RANCH'S LTD**

By: 
Joseph P. Ferrara, Owner

Please see the attached
notarial acknowledgment
[SIGNATURES MUST BE NOTARIZED]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

State of California

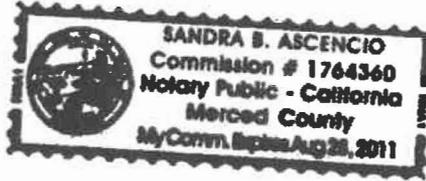
County of Merced

} ss

On April 19, 2010 before me, Sandra B. Ascencio, Notary Public

personally appeared Tommy Jones,

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 on the instrument the person(s), or the entity(ies) 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.

Sandra B. Ascencio
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney of Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Santa Clara

On April 14, 2010 before me, Lydarose Laderman, Notary Public
(Here insert name and title of the officer)

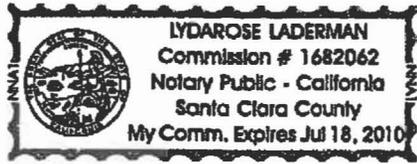
personally appeared Joseph Philip Ferrera

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.

Lydarose Laderman (Notary Seal)
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Lease Agreement between city of Los Banos and Ferrera Ranch LTD
(Title or description of attached document)
(Title or description of attached document continued)
 Number of Pages 15 Document Date
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
(Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other

- INSTRUCTIONS FOR COMPLETING THIS FORM**
- Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

EXHIBIT A

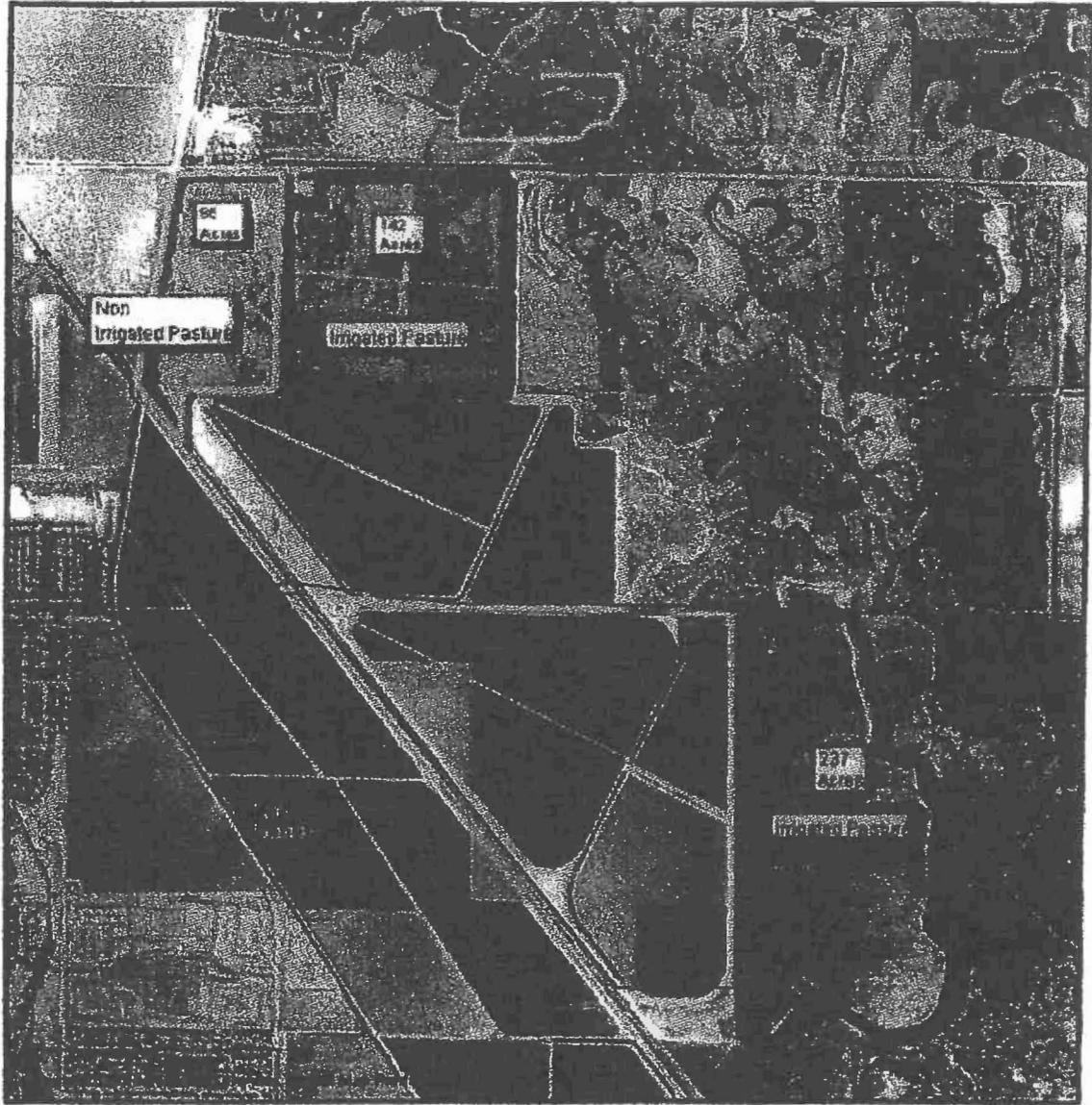
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EXHIBIT A-1

IMPROVEMENTS

- **Wood barn, approximately 1,000 square feet, northwest corner APN 073-210-001.**
- **Metal hay barn, approximately 360 square feet, northwest corner APN 073-210-001.**
- **Wooden corrals, northwest corner of APN 073-210-001.**
-
- **Metal corrals, southwest corner of APN 073-220-005.**
-
- **Eight-inch diameter domestic well with three horsepower submersible pump and 1,000 gallon pressure tank, serving cattle water system for APN 073-220-005 and APN 073-220-006, northwest corner of APN 073-210-001.**
- **Sixteen-inch diameter irrigation well with fifty horsepower turbine pumps, southwest corner of APN 082-020-023.**
- **Permanent irrigation distribution system, piped, serving all parcels except APN 082-020-038.**
- **Permanent tail water collection systems serving all parcels except APN 082-020-038.**





Available Ranch Acreage

Exhibit A-2



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EXHIBIT B



Waste Discharge Requirements

**California Regional Water Quality Control Board
Central Valley Region**

Order No. 92-014

WASTE DISCHARGE REQUIREMENTS
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITIES
MERCED COUNTY

2. Contain chemicals, heavy metals, or trace elements in concentrations that adversely affect beneficial uses or exceed maximum contaminant levels specified in 22 CCR, Division 4, Chapter 15.
3. Exceed a most probable number of total coliform organisms of 2.2/100 ml over any seven-day period.
4. Exceed concentrations of radionuclides specified in 22 CCR, Division 4, Chapter 15.
5. Contain taste or odor-producing substances in concentrations that cause nuisance or adversely affect beneficial uses.
6. Contain concentrations of chemical constituents in amounts that adversely affect agricultural use.

E. Provisions:

1. The Discharger shall comply with the Monitoring and Reporting Program No. 92-014, which is part of this Order, and any revisions thereto as ordered by the Executive Officer.
2. The Discharger shall comply with the "Standard Provisions and Reporting Requirements for Waste Discharge Requirements", dated 1 March 1991, which are attached hereto and by reference a part of this Order. This attachment and its individual paragraphs are commonly referenced as "Standard Provision(s)."
3. In the event of any change in control or ownership of land or waste discharge facilities described herein, the Discharger shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be immediately forwarded to this office.
4. ~~Within 90 days of adoption of this Order,~~ the Discharger will submit for approval by the Executive Officer, a report detailing a plan and time schedule for monitoring any impact on groundwater from wastewater disposal practices. The report should be prepared by a registered engineer or engineering geologist.
5. Pasture runoff may be allowed, 30 days after effluent irrigation, from a storm that exceeds 1 inch of rain in a 24-hour period.
6. The Discharger shall use the best practicable cost-effective control technique currently available to comply with salinity limits specified in this order.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

MONITORING AND REPORTING PROGRAM NO. 92-014

FOR
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITY
MERCED COUNTY

The Discharger shall implement the following monitoring and report program upon adoption of this Order.

INFLUENT MONITORING

A sampling station shall be established to be able to collect representative samples of the influent wastes. The following shall constitute the influent monitoring program:

<u>Measurement</u>	<u>Unit</u>	<u>Type of Sample</u>	<u>Minimum Frequency of Analysis</u>
Average Daily Flow	mgd	Continuous	Daily
BOD ₅	mg/l	8-hour composite	2/month

EFFLUENT MONITORING

The effluent shall be sampled from the outfall of the final pond or reservoir prior to discharge for irrigation except as noted for dissolved oxygen. The following shall constitute the effluent monitoring program:

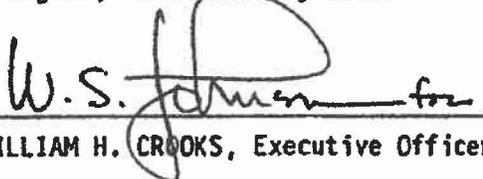
<u>Measurement</u>	<u>Unit</u>	<u>Type of Sample</u>	<u>Minimum Frequency of Analysis</u>
Electrical Conductivity	umhos	Grab	Monthly
pH	pH units	Grab	Monthly
BOD ₅	mg/l	Grab	2/month
Settleable Matter	ml/l	Grab	2/month
Dissolved Oxygen ¹	mg/l	Grab	2/month

¹ Samples to be collected from near the outlet of each pond or lagoon between the hours of 0800 and 0900.

WASTE DISCHARGE REQUIREMENTS
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITIES
MERCED COUNTY

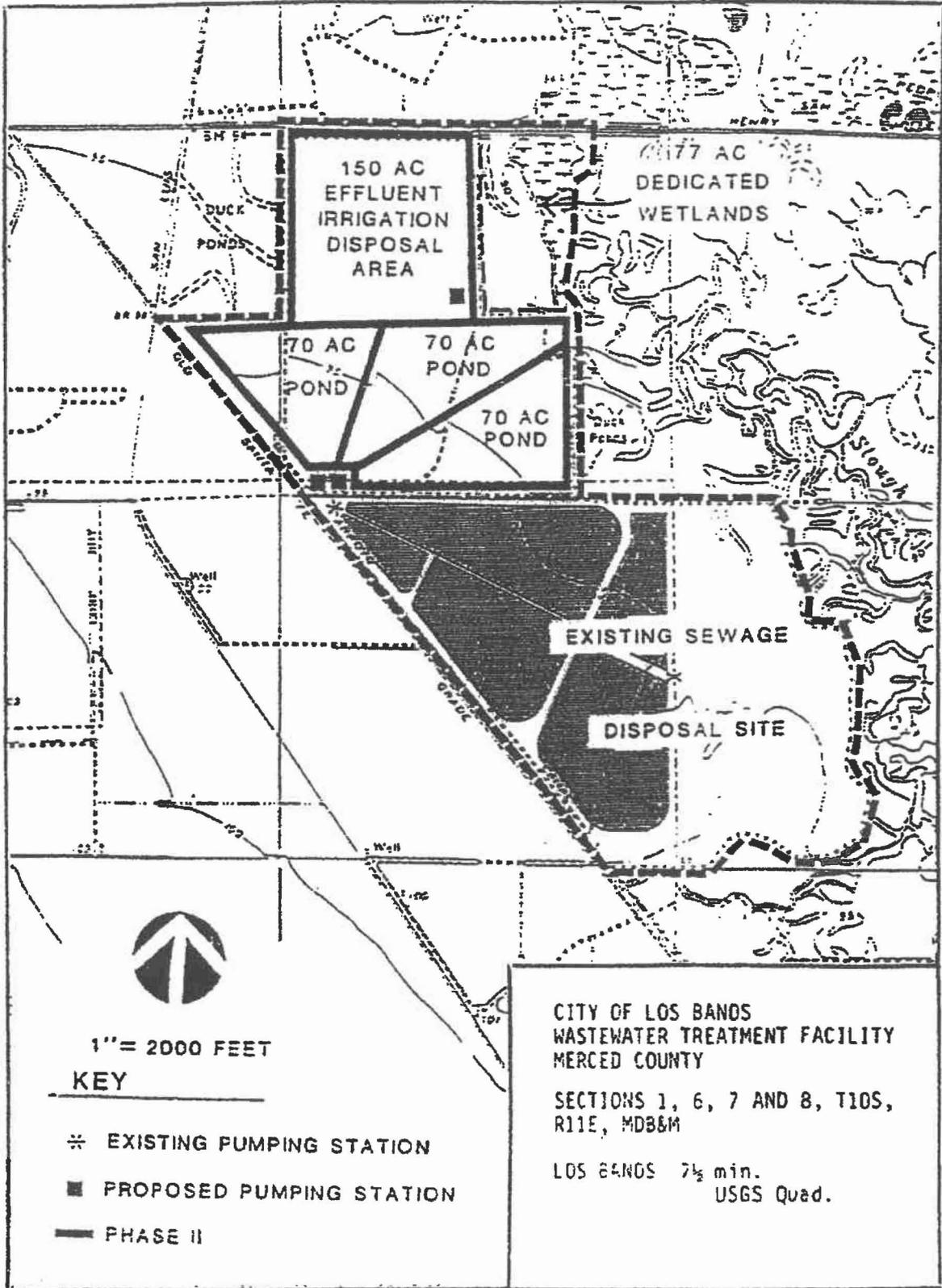
7. The Discharger shall complete the well improvements or well abandonments, and maintain the minimum setback distances from standing wastewater indicated in Discharge Specifications B.13 through B.17 of this Order by 17 July 1992. The Discharger shall submit a report by 31 July 1992 detailing completion of well improvements/abandonments and setback distances from standing wastewater.
8. The Discharger shall achieve the setback distances from applied wastewater indicated in Discharge Specification B.13 of this Order by 15 January 1993. The Discharger shall submit a report by 29 January 1993 detailing completion of the setback distances from applied wastewater.
9. The Discharger must comply with all conditions of this Order, including timely submittal of technical and monitoring reports as directed by the Executive Officer. Violations may result in enforcement action, including Regional Board or court orders requiring corrective action or imposing civil monetary liability, or in revision or rescission of this Order.
10. A copy of this Order shall be kept at the discharge facility for reference by operating personnel. Key operating personnel shall be familiar with its contents.
11. The Board will review this Order periodically and will revise requirements when necessary.

I, WILLIAM H. CROOKS, Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, Central Valley Region, on 24 January 1992.


WILLIAM H. CROOKS, Executive Officer

24 December 1991

JED/SPD:d1c



1" = 2000 FEET
 KEY

- ⊛ EXISTING PUMPING STATION
- PROPOSED PUMPING STATION
- PHASE II

CITY OF LOS BANOS
 WASTEWATER TREATMENT FACILITY
 MERCED COUNTY
 SECTIONS 1, 6, 7 AND 8, T10S,
 R11E, MDB&M
 LOS BANOS 7½ min.
 USGS Quad.

CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITY
MERCED COUNTY

Ground water in the area originating from the deeper semiconfined zones is generally of good to fair quality (specific electrical conductance 1,500-2,000 umhos) and has the following beneficial uses.

- a. Domestic supply
- b. Agricultural supply
- c. Waterfowl/wildlife habitat

Evaporation and precipitation are estimated to be 83 inches and 9.2 inches per year, respectively.

Valley Planning Consultants, Inc. has prepared an Environmental Impact Report for the treatment plant expansion. No significant, unavoidable impacts from development of the proposed system have been identified.

Well improvements will be made to existing irrigation, cattle watering and the domestic well to protect public health. Improvements will include extending the casing height for improved ground clearance, providing a concrete slab and surface sanitary seal, installing an air gap to separate the standpipe from the irrigation pipeline. Wells no longer used will be legally abandoned in accordance with DWR regulations (i.e., closed and sealed). Well improvements/abandonments, and setback distances from standing or applied wastewater to existing wells were established by coordination with the Merced County Health Department.

INFORMATION SHEET

CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITY
MERCED COUNTY

The City of Los Banos (hereafter Discharger) operates a wastewater facility about two miles northeast of the City and in Sections 7 and 8, T10S, R11E, MDB&M. The facility is presently governed by Order No. 84-005.

The Discharger proposes to expand the wastewater treatment and disposal system from 2.5 to 3.5 MGD (Phase I) to 4.9 MGD (Phase II). The existing facilities include 170 acres of biological oxidation ponds, 130 acres of storage ponds and 245 acres of pasture irrigation for non milking animals. Additional land has been acquired for a two-phased expansion. Phase I will add 360 acres of disposal area for a combined disposal area of 605 acres. Phase II will convert 210 acres of disposal area to ponds, reducing the total combined area to 395 acres.

Soils of the area are basically derived from alluvial deposits of Los Banos Creek and the San Joaquin River. These soils are generally fine textured clayey soils being poorly drained and having slow permeability rates. Some of the soils are also characterized by high salinity-alkalinity and may require soil amendments.

Surface water courses in the area include Mud Slough, a tributary to the San Joaquin River to the east, and the Santa Fe and San Luis Canals to the west.

These waterways convey excess agricultural and drainage waters to the north and east to public and private wildlife refuges. These waters are generally high in total dissolved solids and approaching poor quality.

The beneficial uses of the San Joaquin River include:

- a. Agricultural supply
- b. Industrial supply
- c. Recreation
- d. Esthetic enjoyment
- e. Groundwater recharge
- f. Freshwater replenishment
- g. Preservation and enhancement of fish, wildlife and other aquatic resources or preserves

Areal ground water generally occurs in an unconfined or semiconfined state. Ground water is found at depths less than 10 feet; however, water quality data received from the Department of Water Resources indicates that the quality of shallow water is generally poor (specific electrical conductance approaching 5,000 umhos).

MONITORING AND REPORTING PROGRAM
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITY
MERCED COUNTY

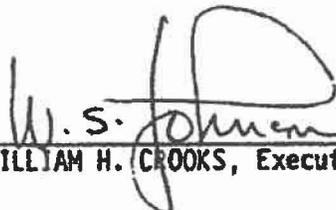
GROUND WATER MONITORING

Ground water upgradient and downgradient of the ponds/wastewater disposal area shall be sampled. Prior to construction, plans and specifications for ground water monitoring wells, and location of monitoring wells, shall be submitted to Board staff for review and approval. Prior to sampling, the wells shall be purged with at least three to five well volumes. These wells shall be monitored for the following:

<u>Constituent</u>	<u>Units</u>	<u>Type of Sample</u>	<u>Sampling Frequency</u>
Nitrates	mg/l	Grab	Quarterly
Electrical Conductivity	umhos/cm	Grab	Quarterly
Total Coliform Organisms	MPN/100 ml	Grab	Quarterly
Water Table Elevation	Feet, MSL to nearest 0.01 ft	Taken before sampling is done	Quarterly

REPORTING

Monitoring reports shall be submitted to the Board for each month by the 15th day of the following month.


WILLIAM H. CROOKS, Executive Officer

24 January 1992
(Date)

JED:d1c

16 August 1991

WASTE DISCHARGE REQUIREMENTS
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITIES
MERCED COUNTY

be less than two feet (measured vertically). Under extreme wet weather conditions, as for example a 50 or 100-year precipitation, disposal fields are allowed to remain flooded a small portion of the year to allow containment on site.

19. Reclaimed wastewater shall meet the criteria contained in Title 22, Division 4, California Code of Regulations. (Section 60301, et seq.)
20. The direct reuse of wastewater for irrigation is limited to the irrigation of pasture, fodder, fiber and seed crops.

C. Sludge Disposal:

1. Collected screenings, sludges, and other solids removed from liquid wastes shall be disposed of in a manner that is consistent with Chapter 15 and approved by the Executive Officer.
2. Any proposed change in sludge use or disposal practice shall be reported to the Executive Officer at least 90 days in advance of the change.
3. Use and disposal of sewage sludge shall comply with existing federal and state laws and regulations, and with Clean Water Act (CWA) Section 405(d) technical standards when promulgated.

If an applicable management practice or numerical limitation for pollutants in sewage sludge is promulgated under Section 405(d) of the CWA after issuance of this permit which is more stringent than the sludge pollutant limit or management practice specified in this permit or in existing federal or state laws or regulations, the Discharger shall comply with the limitations by not later than the compliance deadline specified in the applicable regulations as required by Section 405(d) of the CWA.

4. The Discharger is encouraged to comply with the State Guidance Manual issued by the Department of Health Services titled *Manual of Good Practice for Landspreading of Sewage Sludge*.

D. Ground Water Limitations:

The discharge, in combination with other sources, shall not cause underlying ground water to:

1. Be degraded.

WASTE DISCHARGE REQUIREMENTS
 CITY OF LOS BANOS
 WASTEWATER TREATMENT FACILITIES
 MERCED COUNTY

irrigation management system. The nutrient loading of the reclamation area, including the nutritive value of organic and chemical fertilizers and of the reclaimed water, shall not exceed the crop demand.

13. The following setback distances/buffer zones from standing or applied wastewater shall be provided at the wastewater treatment and disposal site.

<u>Irrigated Areas</u> <u>Setback Distance</u>	<u>To</u>
50'	Public roads and property lines
100'	On-site and off-site food crop fields
100'	Drainage course
100'	Well No. 4 (irrigation), 7 (cattle watering) and 8 (domestic)
50'	Well No. 1 (irrigation)
85'	Well No. 2 (cattle watering)

14. The tailwater drainage ditch, that separates irrigated fields from Well No. 8, shall be maintained and operated to divert any treated wastewater away from Well No. 8.

15. Well improvements shall be made to the existing irrigation wells (Well No. 1 and 4) as outlined in the City's letter of 27 November 1991 to the Regional Board. These improvements shall include extending the casing height for improved ground clearance, providing a concrete slab and surface seal, and installing an air gap to separate the standpipe from the irrigation pipeline.

16. If Well Nos. 2 and 7 (cattle watering wells) will continue to be used, a concrete slab and surface seal shall be installed. A sanitary surface seal shall be installed on Well No. 8.

17. Well No. 3 shall be legally abandoned in accordance with DWR regulations (i.e., closed and sealed). Closing of Well No. 3 should be coordinated with the Merced County Health Department. If Well No. 2 and 7 will not continue to be used, they shall be legally abandoned by DWR regulations, and well closing should be coordinated with the Merced County Health Department.

18. Ponds shall have sufficient capacity to accommodate allowable wastewater flow and design seasonal precipitation and ancillary inflow and infiltration during the nonirrigation season. Design seasonal precipitation shall be based on total annual precipitation using a return period of 100 years, distributed monthly in accordance with historical rainfall patterns. Freeboard shall never

WASTE DISCHARGE REQUIREMENTS
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITIES
MERCED COUNTY

3. When the Phase II project is complete, the monthly average dry weather discharge flow shall not exceed 4.9 million gallons/day.
4. The Discharger shall notify the Regional Board and submit a certification from a California Registered Civil Engineer when the Phase I project is complete, and when the Phase II project is complete.
5. Objectionable odors originating at this facility shall not be perceivable beyond the limits of the wastewater treatment and disposal areas.
6. The treatment facilities shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.
7. Ponds shall not have a pH less than 6.0 or greater than 9.5.
8. There shall be no standing water in any effluent irrigation disposal fields for more than 60 consecutive hours following any irrigation application period. Under extreme wet weather conditions, however, the disposal fields are allowed to remain flooded a small portion of the year to allow containment on site. During conditions of a 100-year precipitation, for example, the fields would be flooded to an average depth of about six inches for about two months (from mid-February through mid-April).
9. Ponds shall be managed to prevent breeding of mosquitos. In particular,
 - a. An erosion control program should assure that small coves and irregularities are not created around the perimeter of the water surface.
 - b. Weeds shall be minimized through control of water depth, harvesting, or herbicides.
 - c. Dead algae, vegetation, and debris shall not accumulate on the water surface.
10. Public contact with wastewater shall be precluded through such means as fences, signs, and other acceptable alternatives.
11. Reclaimed water for irrigation shall be managed to minimize erosion, runoff, and movement of aerosols from the disposal area.
12. Application of reclaimed wastewater to the reclamation area shall be at reasonable rates considering the crop, soil, climate, and

0000036

**WASTE DISCHARGE REQUIREMENTS
CITY OF LOS BANOS
WASTEWATER TREATMENT FACILITIES
MERCED COUNTY**

8. The City of Los Banos has certified a final environmental impact report (EIR) in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000, et seq.) and the State CEQA Guidelines. The project as approved should not have a significant effect on water quality.
9. The Board has reviewed the EIR and compliance with these waste discharge requirements will mitigate or avoid the significant impacts on water quality.
10. The Board has notified the Discharger and interested agencies and persons of its intent to prescribe waste discharge requirements for this discharge and has provided them with an opportunity for a public hearing and an opportunity to submit their written views and recommendations.
11. The Board, in a public meeting, heard and considered all comments pertaining to the discharge.

IT IS HEREBY ORDERED that Order No. 84-005 is rescinded and the City of Los Banos, its agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted thereunder, shall comply with the following:

A. Discharge Prohibitions:

1. Discharge of wastes to surface waters or surface water drainage courses is prohibited.
2. Bypass or overflow of untreated or partially treated waste is prohibited.
3. Discharge of waste classified as 'hazardous' or 'designated', as defined in Sections 2521(a) and 2522(a) of Chapter 15, is prohibited.
4. Grazing of milking animals on the land disposal area is prohibited.

B. Discharge Specifications:

1. The monthly average dry weather discharge flow shall not exceed 2.5 million gallons/day until the Phase I project (plant capacity to 3.5 million gallons/day) is complete.
2. The monthly average dry weather discharge flow shall not exceed 3.5 million gallons/day until the Phase II project (plant capacity to 4.9 million gallons/day) is complete.



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: April 15, 2020

TYPE OF REPORT: Consent Item

SUBJECT: Accepting Public Improvements for Stonecreek at Los Banos,
The Villages VII, Phase 1

Recommendation:

That the City Council adopts the Resolution accepting Public Improvements for Stonecreek at Los Banos, The Villages, Phase 1.

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 June 2018, the Public Works staff was contacted by the developer, Anderson Homes, for Final Map approval. The City Council adopted a resolution approving the Final Map for The Villages VII, Phase 1 Unit 1, and accompanying Subdivision Improvement Agreement on January 16, 2019. The City Council adopted a resolution approving the Final Map for The Villages VII, Phase 1 Unit 2, and accompanying Subdivision Improvement Agreement on May 15, 2019.

The subject site is generally located within the area bounded by Cardoza Road to the north, future Villages VII Phases 1B and 2B subdivision to the south, Coal Court to the east and Summit Drive to the west, more specifically identified as APNs. 431-060-027, 431-060-033, a portion of 430-060-016 and 430-060-039. The applicant is Anderson Homes. The subdivision consists of 50 single family lots on 10.3± acres. Public improvements were subject to all Subdivision Improvement Agreement conditions for Stonecreek at Los Banos, The Villages VII, Phase 1. A Landscaping and Lighting District letter of inclusion was executed for the parcels.

Discussion:

All public improvements for Stonecreek at Los Banos, The Villages, Phase 1 have been completed by the Developer.

Fiscal Impact:

None

Reviewed by:

A handwritten signature in black ink, appearing to read 'Alex Terrazas', written over a horizontal line.

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 STONECREEK AT LOS
BANOS, THE VILLAGES VII, PHASE 1**

WHEREAS, the City Council of the City of Los Banos has received a request from the developers of Stonecreek at Los Banos, The Villages VII, Phase 1 that public Improvements for Stonecreek at Los Banos, The Villages VII, Phase 1 be accepted by the City of Los Banos; and,

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

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos that is does hereby accept the Public Improvements for Stonecreek at Los Banos, The Villages VII, Phase 1 as presented.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 15th day of April, 2020 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

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 EASEMENT (P.U.E.) AND THE 5 FOOT WALL EASEMENT AS SHOWN ON THIS FINAL MAP.

WE ALSO RELINQUISH TO THE CITY OF LOS BANOS ALL ACCESS RIGHTS OF LOTS 1 THROUGH 7 TO AND FROM CARDOZA ROAD SHOWN THUS 777777 AS SHOWN ON THIS FINAL MAP.

OWNERS:

THE RESTATED LARRY W. ANDERSON AND GEORGEANN M. ANDERSON REVOCABLE FAMILY TRUST DATED AUGUST 9, 2004

BY: Larry W. Anderson 1-4-19
LARRY W. ANDERSON, TRUSTEE DATE

BY: Georgeann M. Anderson 1-4-19
GEORGEANN M. ANDERSON, TRUSTEE DATE

ANDERSON HOMES, A CALIFORNIA CORPORATION
BY: Larry W. Anderson 1-4-19
NAME: Larry W. Anderson DATE
ITS: President (TITLE)

SEE SHEET 2 FOR ADDITIONAL NOTARY STATEMENT FOR OWNER SIGNATURES

NOTARY STATEMENT (OWNER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE, VERIFIES ONLY THE IDENTITY OF THE SIGNATOR, 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 Joaquin
ON January 4, 2019 BEFORE ME, H. Terrell, A NOTARY PUBLIC,
(DATE) PERSONALLY APPEARED Larry W. Anderson
(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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) NOTED, 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, H. Terrell, NOTARY PUBLIC

PRINT NAME: H. Terrell

COMMISSION NUMBER: 2116959

COMMISSION EXPIRES: 7-21-19 (DO NOT STAMP)

PRINCIPAL OFFICE LOCATION (COUNTY): San Joaquin

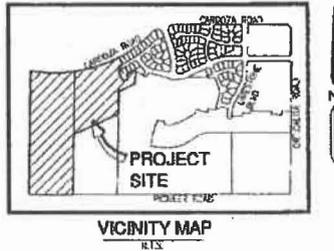
**TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1, UNIT 1**

BEING PARCEL A, MS 2007-03, VOLUME 108 PM PAGES 4&5, REMAINDER PARCEL, MS 2004-03, VOLUME 99 PM PAGES 11&12, PARCEL B, TRACT NO. 2005-05, VOLUME 76 OP PAGES 22-30, AND LOT F, TRACT NO. 2005-05, VOLUME 80 OP PAGES 21-24, 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

NOVEMBER 2018

**ODELL
ENGINEERING**

1165 Soanito Drive, Suite A
Modesto, CA 95350
Ph 209.871.1788 odellengineering.com



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 JANUARY 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 3rd DAY OF January, 2019.

BY: Dylan Crawford
DYLAN CRAWFORD, P.L.S. 1778



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 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 31st DAY OF January, 2019.

BY: Mary Fagura
MARY FAGURA, 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 5 OF THE CALIFORNIA SUBDIVISION MAP ACT, AS AMENDED, AND THAT THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 21 DAY OF Jan, 2019.

BY: Rohit Bahota
ROHIT BAHOTA, P.L.S. 6718
REVIEWING CITY SURVEYOR



PLANNING COMMISSION STATEMENT:

I, STACY BOLZA 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 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 15TH DAY OF APRIL, 2008, AND THAT THIS FINAL MAP OF TRACT NO. 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 1, COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS 5th DAY OF February, 2019.

BY: Stacy Bolza Elms
STACY BOLZA ELMS, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR
CITY OF LOS BANOS

CITY CLERK'S STATEMENT:

I, LUCILLE L. MALLONÉE, 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 5th DAY OF February, 2019, THE ACCOMPANYING FINAL MAP OF TRACT NO. 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 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.) AND THE 5 FOOT WALL EASEMENTS, 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; AND ACCEPTED THE RELINQUISHMENT OF ACCESS RIGHTS AS SHOWN ON THIS FINAL MAP. SAID APPROVAL IS SUBJECT TO IMPROVEMENTS.

DATED THIS 5th DAY OF February, 2019.

BY: Lucille L. Mallonee
LUCILLE L. MALLONÉE, CITY CLERK
CITY OF LOS BANOS

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, 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 (SUDZ) 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 6th DAY OF February, 2019, AT 8:00 O'CLOCK A.M. IN VOL 80 OF OFFICIAL PLATS, AT PAGES 20-40, AT THE REQUEST OF DYLAN CRAWFORD. FEE \$ 241.00

BARBARA LEVEY, RECORDER
MERCED COUNTY, CALIFORNIA

BY: Barbara Levey
ASSISTANT/DEPUTY RECORDER

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 San Joaquin

ON January 4, 2019 BEFORE ME, H. Terrill A NOTARY PUBLIC,

(DATE) PERSONALLY APPEARED Georgann M. Anderson

(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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS/HER 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.

H. Terrill NOTARY PUBLIC

PRINT NAME: H. Terrill

COMMISSION NUMBER: 211659

COMMISSION EXPIRES: 7-21-19 (DO NOT STAMP)

PRINCIPAL OFFICE LOCATION (COUNTY): San Joaquin

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 San Joaquin

ON January 4, 2019 BEFORE ME, H. Terrill A NOTARY PUBLIC,

(DATE) PERSONALLY APPEARED Larry W. Anderson

(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/IT/HEY EXECUTED THE SAME IN HIS/HER/ITS/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/ITS/HER 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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PRINCIPAL OFFICE LOCATION (COUNTY): San Joaquin

**TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1, UNIT 1**

BEING PARCEL A, MS 2007-03, VOLUME 108 PM PAGES 485,
REMAINDER PARCEL, MS 2004-03, VOLUME 88 PM PAGES 11&12,
PARCEL B, TRACT NO. 2005-05, VOLUME 78 OP PAGES 22-30,
AND LOT F, TRACT NO. 2005-05, VOLUME 80 OP PAGES 21-24,
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

NOVEMBER 2018



1185 Science Drive, Suite A
Modesto, CA 95250

Ph. 209.571.1788 odellengr.com

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 86403 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

- 1. COAST NATURAL GAS COMPANY, A CORPORATION (EASEMENT - BOOK 300 PAGE 387, BOOK 300 PAGE 447 AND BOOK 348 PAGE 106).

REFERENCED RECORD DOCUMENTS

- MERCED COUNTY RECORDS
 (R-1) VOLUME 76 OF OFFICIAL PLATS, PAGES 22-30 M.C.R. (PHASE 1B)
 (R-2) VOLUME 108 OF PARCEL MAPS, PAGES 4-5, M.C.R.
 (R-3) VOLUME 89 OF SURVEYS, PAGES 9-12, M.C.R.
 (R-4) VOLUME 89 OF OFFICIAL PLATS, PAGES 21-24, M.C.R.
 (R-5) VOLUME 89 OF PARCEL MAPS, PAGES 11-12, M.C.R.
 (R-6) VOLUME 29 OF PARCEL MAPS, PAGE 29, M.C.R.

BASIS OF BEARINGS

N89°54'30"E BEING THE BEARING OF THE LINE BETWEEN MERCED COUNTY GPS PT. 1023 AND MERCED COUNTY GPS PT. 1024 (R-5). BEARINGS AND DISTANCES ARE BASED UPON CALIFORNIA COORDINATE SYSTEM ZONE 18 NAD 83. TO GET GROUND DISTANCES MULTIPLY GRID DISTANCES SHOWN BY 1.0000016.

NOTES

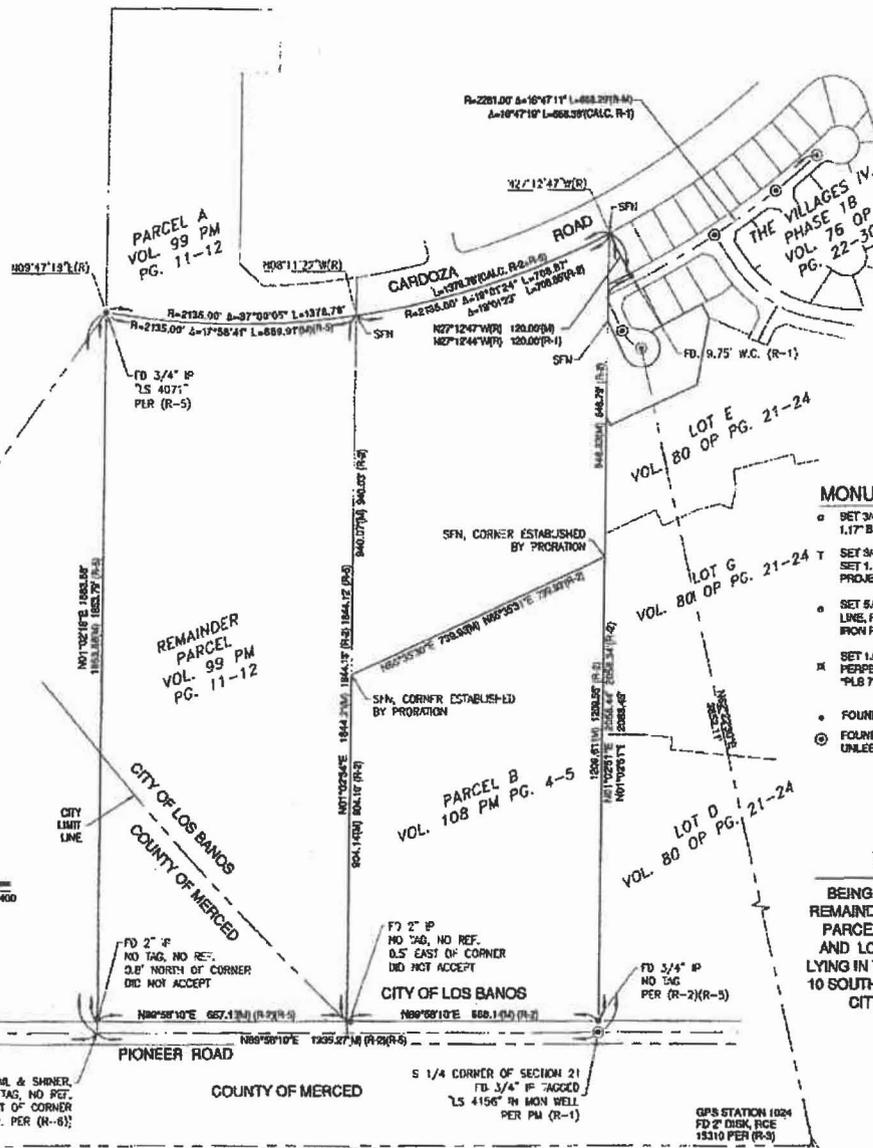
- THIS SUBDIVISION CONTAINS A TOTAL OF 43.603 ACRES, MORE OR LESS.
- ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES. MULTIPLY GRID DISTANCES SHOWN BY 1.0000016 TO GET GROUND DISTANCES.
- ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
- ALL FOUND MONUMENTS ARE ACCEPTED UNLESS OTHERWISE NOTED.
- FOR LOTS A THROUGH G, CORNERS WITH NO MONUMENTS SHOWN WILL BE SET WITH FUTURE MAP PHASES.

LEGEND

- RESOLVED BOUNDARY LINE
- CENTERLINE
- RESTRICTED ADDRESS
- EASEMENT LINE

ABBREVIATIONS

- FD FOUND
- IP IRON PIPE-DIAMETER NOTED
- MB MEASURED DISTANCE
- OP OFFICIAL PLATS
- PM PARCEL MAP
- P.U.E. PUBLIC UTILITY EASEMENT
- M.C.R. MERCED COUNTY RECORDS
- R.P.R. REFERENCED RECORD DOCUMENT
- RB RADIAL BEARINGS
- SN SEARCHED, FOUND NOTHING
- S.F. SQUARE FEET
- W.C. WITNESS CORNER
- W.E. 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)



MONUMENT NOTES

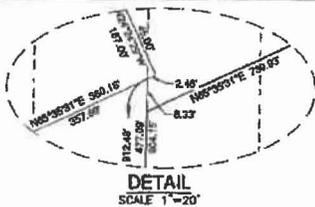
- SET 3/4" x 84" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7788" FOR CONCRETE AREAS
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS. SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL 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 3/4" IRON PIPE TAGGED "LS 4071" PER (R-7), UNLESS OTHERWISE NOTED
- FOUND 2" BRASS DISK STAMPED "LS 4071" IN MONUMENT WELL PER (R-1), UNLESS OTHERWISE NOTED

**TRACT NO: 2017-01
 STONECREEK AT LOS BANOS
 THE VILLAGES VII-PHASE 1, UNIT 1**

BEING PARCEL A, MS 2007-03, VOLUME 108 PM PAGES 4&5, REMAINDER PARCEL, MS 2004-03, VOLUME 99 PM PAGES 11&12, PARCEL B, TRACT NO. 2005-05, VOLUME 76 OP PAGES 22-30, AND LOT F, TRACT NO. 2005-05, VOLUME 80 OP PAGES 21-24, 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

NOVEMBER 2018

O'DELL
 ENGINEERING
 1165 Soanick Drive, Suite A
 Modesto, CA 95350
 Ph 209.571.1765 odellengineering.com



LEGEND

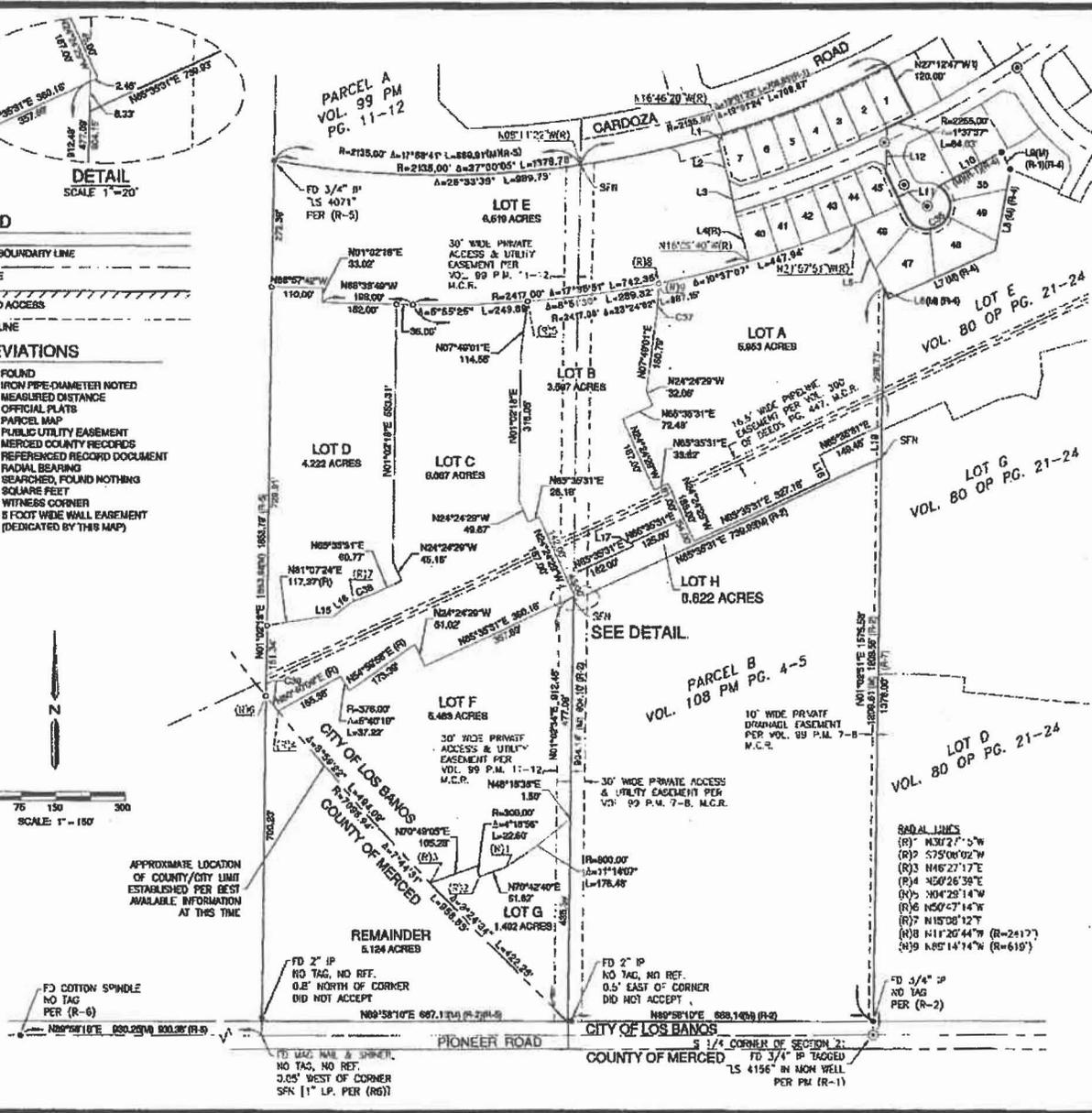
- RESOLVED BOUNDARY LINE
- CENTERLINE
- RESTRICTED ACCESS
- EASEMENT LINE

ABBREVIATIONS

- | | |
|--------|---|
| FD | FOUND |
| IP | IRON PIPE-DIAMETER NOTED |
| (M) | MEASURED DISTANCE |
| OP | OFFICIAL PLATS |
| PM | PARCEL MAP |
| P.U.E. | PUBLIC UTILITY EASEMENT |
| M.C.R. | MERCED COUNTY RECORDS |
| (R-1) | REFERENCED RECORD DOCUMENT |
| (R) | RADIAL BEARING |
| SPN | SEARCHED, FOUND NOTHING |
| S.F. | SQUARE FEET |
| W.C. | WITNESS CORNER |
| W.E. | 8 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP) |



APPROXIMATE LOCATION OF COUNTY/CITY LIMIT ESTABLISHED PER BEST AVAILABLE INFORMATION AT THIS TIME



NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF 42.007 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES, MULTIPLY GRID DISTANCES SHOWN BY 1.0000016 TO GET GROUND DISTANCES.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
5. ALL FOUND MONUMENTS ARE ACCEPTED UNLESS OTHERWISE NOTED.
6. FOR LOTS A THROUGH G, CORNERS WITH NO MONUMENTS SHOWN WILL BE SET WITH FUTURE MAP PHASES.

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 8/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS. SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR ALL FRONT LOT CORNERS.
- SET 6.00" 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 3/4" IRON PIPE TAGGED "LS 4071" PER (R-7), UNLESS OTHERWISE NOTED
- FOUND 2" BRASS DISK STAMPED "LS 4071" IN MONUMENT WELL PER (R-1), UNLESS OTHERWISE NOTED

REFERENCED RECORD DOCUMENTS

- MERCED COUNTY RECORDS
- (R-1) VOLUME 78 OF OFFICIAL PLATS, PAGES 23-30 M.C.R. (PHASE 1B)
 - (R-2) VOLUME 108 OF PARCEL MAPS, PAGES 4-6, M.C.R.
 - (R-3) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
 - (R-4) VOLUME 80 OF OFFICIAL PLATS, PAGES 21-24, M.C.R.
 - (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 900 OF DEEDS, PAGE 447, M.C.R.

BASIS OF BEARINGS

N89°58'20"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 18 NAD 83. TO GET GROUND DISTANCES MULTIPLY GRID DISTANCES SHOWN BY 1.0000016.

**TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1, UNIT 1**

BEING PARCEL A, MS 2007-03, VOLUME 108 PM PAGES 485, REMAINDER PARCEL, MS 2004-03, VOLUME 99 PM PAGES 11&12, PARCEL B, TRACT NO. 2005-05, VOLUME 78 OP PAGES 22-30, AND LOT F, TRACT NO. 2005-05, VOLUME 80 OP PAGES 21-24, 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

NOVEMBER 2018



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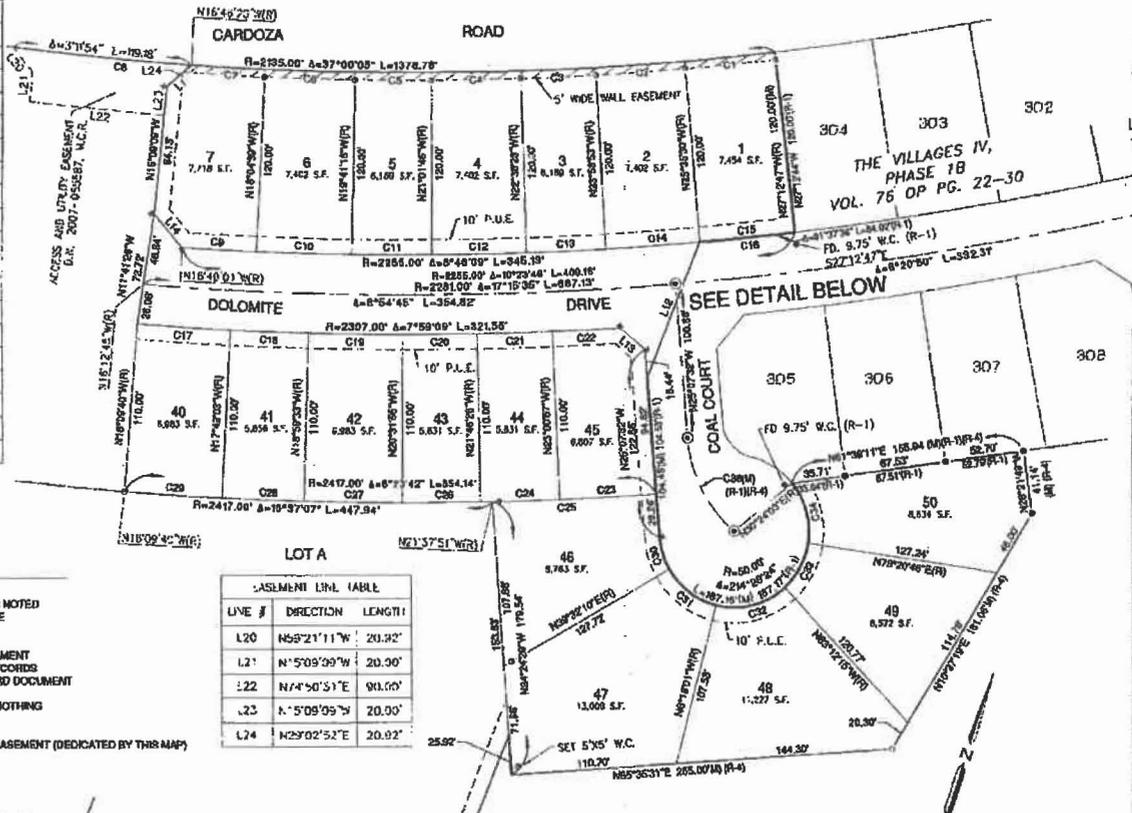
TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1, UNIT 1

BEING PARCEL A, MS 2007-03, VOLUME 108 PM PAGES 485,
 REMAINDER PARCEL, MS 2004-03, VOLUME 89 PM PAGES 11&12,
 PARCEL B, TRACT NO. 2005-05, VOLUME 76 OP PAGES 22-30,
 AND LOT F, TRACT NO. 2005-05, VOLUME 80 OP PAGES 21-24,
 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

NOVEMBER 2018

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LINE #	DIRECTION	LENGTH
L1	N29°02'32"E	22.01'
L2	N10°09'09"W	84.13'
L3	N1°41'28"W	72.72'
L4	N18°06'40"W	110.00'
L5	N24°24'29"W	109.83'
L6	N24°24'29"W	85.82'
L7	N09°33'31"E	255.00'
L8	N10°37'10"E	181.06'
L9	N88°21'48"W	41.14'
L10	N01°38'11"E	185.04'
L11	N25°07'32"W	104.45'
L12	N1°02'51"E	95.56'
L13	N69°43'54"W	21.90'
L14	N82°51'18"W	28.83'
L15	N82°20'09"W	25.29'
L16	N82°48'54"E	58.14'
L17	N24°24'29"W	9.00'
L18	N24°24'29"W	38.00'
L19	N1°02'51"E	89.29'

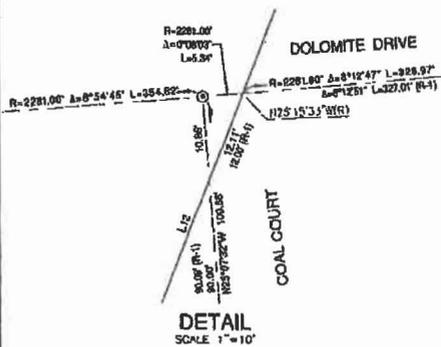


ABBREVIATIONS

FD	FOUND
IP	IRON PIPE-DIAMETER NOTED
(M)	MEASURED DISTANCE
OP	OFFICIAL PLATS
PM	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
M.C.R.	MERCED COUNTY RECORDS
(R-4)	REFERENCED RECORD DOCUMENT
(R)	RADIAL BEARING
SN	SEARCHED, FOUND NOTHING
S.F.	SQUARE FEET
W.C.	WITNESS CORNER
W.E.	5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)

LOT A

LINE #	DIRECTION	LENGTH
L20	N58°21'11"W	20.32'
L21	N°5°09'09"W	20.90'
L22	N74°50'31"E	90.00'
L23	N°5°09'09"W	20.90'
L24	N25°02'52"E	20.02'



MONUMENT NOTES

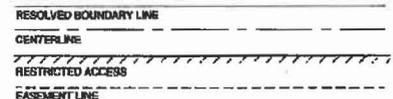
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR UNPAVED AREAS OR 1.17" BRASS DISK STAMPED "PLS 7788" FOR CONCRETE AREAS
- ⊕ SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUG "PLS 7788" FOR ALL REAR LOT CORNERS, SET 1.17" BRASS DISK STAMPED "PLS 7788" IN SIDEWALK 1.00' ON PROPERTY LINE PROJECTION FOR 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 3/4" IRON PIPE TAGGED "LS 4071" PER (R-7), UNLESS OTHERWISE NOTED
- ⊙ FOUND 2" BRASS DISK STAMPED "LS 4071" IN MONUMENT WELL PER (R-1), UNLESS OTHERWISE NOTED

CURVE TABLE			CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
C1	2135.00'	1°37'17"	60.41'	C21	2307.00'	1°14'30"	50.00'
C2	2135.00'	1°38'37"	60.00'	C22	2307.00'	1°07'32"	45.85'
C3	2135.00'	1°20'31"	50.00'	C23	2417.00'	1°32'23"	64.89'
C4	2135.00'	1°38'37"	60.00'	C24	2417.00'	1°14'30"	52.38'
C5	2135.00'	1°20'31"	50.00'	C25	2417.00'	2°33'31"	109.94'
C6	2135.00'	1°38'37"	60.00'	C26	2417.00'	1°14'30"	52.38'
C7	2135.00'	1°18'18"	48.84'	C27	2417.00'	1°32'23"	64.89'
C8	2135.00'	2°33'31"	98.73'	C28	2417.00'	1°17'28"	54.48'
C9	2255.00'	1°10'38"	48.81'	C29	2417.00'	1°32'23"	64.89'
C10	2255.00'	1°38'37"	63.37'	C30	50.00'	85°28'57"	22.11'
C11	2255.00'	1°20'31"	62.81'	C31	60.00'	46°50'12"	40.00'
C12	2255.00'	1°38'37"	63.37'	C32	50.00'	58°54'14"	48.89'
C13	2255.00'	1°20'31"	62.81'	C33	60.00'	38°28'58"	33.85'
C14	2255.00'	1°38'37"	63.37'	C34	82.00'	47°58'42"	41.84'
C15	2255.00'	1°37'17"	63.81'	C35	50.00'	214°28'24"	187.18'
C16	2255.00'	1°37'37"	64.00'	C36	90.00'	44°40'29"	70.17'
C17	2307.00'	1°32'23"	62.00'	C37	818.00'	7°03'15"	78.21'
C18	2307.00'	1°17'28"	62.00'	C38	324.00'	9°16'17"	62.43'
C19	2307.00'	1°32'23"	62.00'	C39	7089.94'	0°20'35"	42.49'
C20	2307.00'	1°14'30"	50.00'				

NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF 3.012 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES, MULTIPLY GRID DISTANCES SHOWN BY 1.000016 TO GET GROUND DISTANCES.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
5. ALL FOUND MONUMENTS ARE ACCEPTED UNLESS OTHERWISE NOTED.
6. FOR LOTS A THROUGH G, CORNERS WITH NO MONUMENTS SHOWN WILL BE SET WITH FUTURE MAP PHASES.

LEGEND



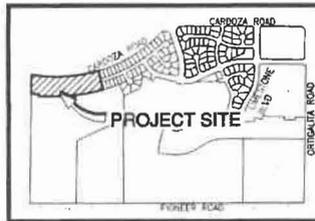
TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1, UNIT 2

BEING LOT E, TRACT NO. 2017-01, VOLUME 80 OF 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

FEBRUARY 2019



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VICINITY MAP
 N.T.S.

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, LOT A AND 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.) AND THE 5 FOOT WALL EASEMENT AS SHOWN ON THIS FINAL MAP.

WE ALSO RELINQUISH TO THE CITY OF LOS BANOS ALL ACCESS RIGHTS OF LOTS 8 THROUGH 23 TO AND FROM CARDOZA ROAD AND ITS FUTURE EXTENSION SHOWN THUS ON THIS FINAL MAP.

OWNERS: ANDERSON HOMES, A CALIFORNIA CORPORATION

BY: [Signature] 5/8/19
 NAME: Michael Anderson (PRINT NAME) DATE
 ITS: Vice President (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 San Benito

ON May 8, 2019 BEFORE ME, Regina M. Waldron A NOTARY PUBLIC,
 (DATE) PERSONALLY APPEARED Michael Anderson
 (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.

WITH MY HAND,

Regina M. Waldron NOTARY PUBLIC

PRINT NAME: Regina M. Waldron

COMMISSION NUMBER: 2233814

COMMISSION EXPIRES: April 7, 2022 (DO NOT STAMP)

PRINCIPAL OFFICE LOCATION (COUNTY): San Benito

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 86438 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED:

1. COAST NATURAL GAS COMPANY, A CORPORATION (EASEMENT - BOOK 300 PAGE 307, BOOK 300 PAGE 447 AND BOOK 348 PAGE 105).

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 JUNE 30TH, 2020. AND THAT SAID MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED THIS 7th DAY OF May, 2019.

BY: [Signature]
 DYLAN CRAWFORD, R.L.S. 7786



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 1, UNIT 2 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 24th DAY OF May, 2019.

BY: [Signature]
 MARK FAGHIN, R.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 THIS FINAL MAP IS TECHNICALLY CORRECT.

DATED THIS 22nd DAY OF May, 2019.

BY: [Signature]
 WENDYER 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, 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 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 28th DAY OF May, 2019, AT 11:44 O'CLOCK, A.M. IN VOL Doc # 2019015194
81 OF OFFICIAL PLATS, AT PAGES 13-16, AT THE REQUEST OF DYLAN CRAWFORD.
 FEE \$ 339.00

BARBARA LEVEY, RECORDER
 MERCED COUNTY, CALIFORNIA

BY: [Signature]
 ASSISTANT/DEPUTY RECORDER

PLANNING COMMISSION STATEMENT:

I, STACY SOLZA 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 1, UNIT 2, AND THAT THE SUBDIVISION 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 1, UNIT 2 COMPLIES WITH ALL REQUIREMENTS OF SAID PLANNING COMMISSION.

DATED THIS 24th DAY OF May, 2019.

BY: [Signature]
 STACY SOLZA 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 16th DAY OF May, 2019, THE ACCOMPANYING FINAL MAP OF TRACT NO: 2017-01, STONECREEK AT LOS BANOS, THE VILLAGES VII PHASE 1, UNIT 2, 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 5 FOOT WALL EASEMENTS, ALL AS SHOWN ON THIS FINAL MAP; ACCEPTED THE OFFER OF DEDICATION IN FEE OF THE STREET RIGHTS-OF-WAY AND LOT A, AS SHOWN ON THIS FINAL MAP; AND ACCEPTED THE RELINQUISHMENT OF ACCESS RIGHTS AS SHOWN ON THIS FINAL MAP. SAID APPROVAL IS SUBJECT TO IMPROVEMENTS.

DATED THIS 24th DAY OF May, 2019.

BY: [Signature]
 LUCILLE L. MALLONEE, CITY CLERK
 CITY OF LOS BANOS

REFERENCED RECORD DOCUMENTS

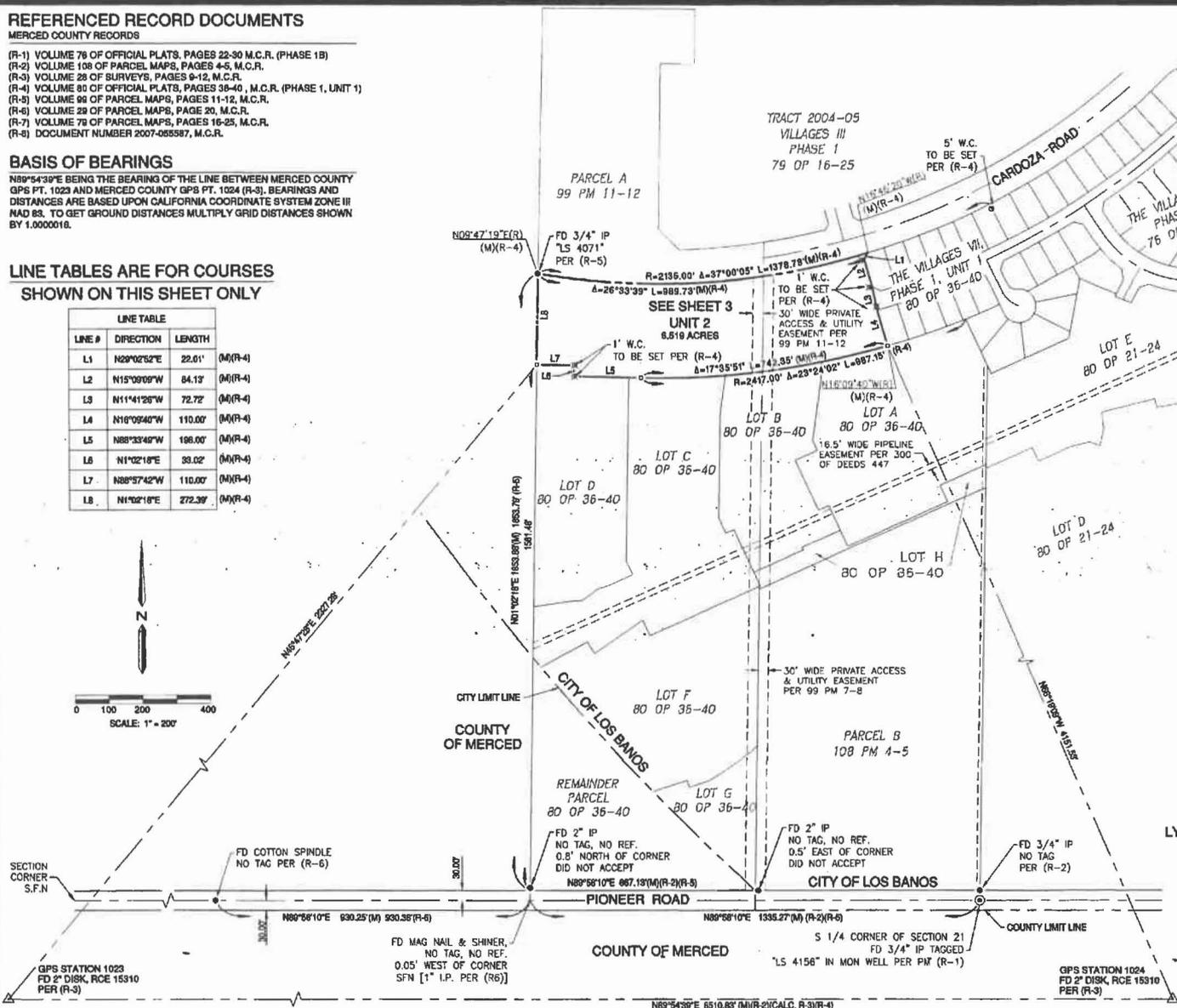
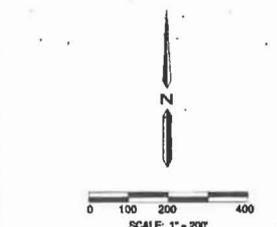
- MERCED COUNTY RECORDS
- (R-1) VOLUME 76 OF OFFICIAL PLATS, PAGES 22-30 M.C.R. (PHASE 1B)
 - (R-2) VOLUME 106 OF PARCEL MAPS, PAGES 4-5, M.C.R.
 - (R-3) VOLUME 28 OF SURVEYS, PAGES 9-12, M.C.R.
 - (R-4) VOLUME 80 OF OFFICIAL PLATS, PAGES 36-40, M.C.R. (PHASE 1, UNIT 1)
 - (R-5) VOLUME 98 OF PARCEL MAPS, PAGES 11-12, M.C.R.
 - (R-6) VOLUME 39 OF PARCEL MAPS, PAGE 20, M.C.R.
 - (R-7) VOLUME 79 OF PARCEL MAPS, PAGES 16-25, M.C.R.
 - (R-8) DOCUMENT NUMBER 2007-085597, M.C.R.

BASIS OF BEARINGS

N89°54'39"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.

LINE TABLES ARE FOR COURSES SHOWN ON THIS SHEET ONLY

LINE #	DIRECTION	LENGTH	(M/R)
L1	N29°02'52"E	22.01'	(M/R-4)
L2	N15°09'09"W	84.13'	(M/R-4)
L3	N11°41'28"W	72.72'	(M/R-4)
L4	N16°09'40"W	110.00'	(M/R-4)
L5	N88°23'49"W	196.00'	(M/R-4)
L6	N1°02'18"E	33.02'	(M/R-4)
L7	N88°57'42"W	110.00'	(M/R-4)
L8	N1°02'18"E	272.39'	(M/R-4)



LEGEND AND ABBREVIATIONS

- RESOLVED BOUNDARY LINE** ————
- CENTERLINE** - - - - -
- EXISTING EASEMENT LINE** - - - - -
- BASIS OF BEARING TIE LINE** - - - - -
- | | |
|--------|---|
| FD | FOUND |
| IP | IRON PIPE-DIAMETER NOTED |
| (M) | MEASURED DISTANCE |
| 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 |
| SFN | SEARCHED, FOUND NOTHING |
| S.F. | SQUARE FEET |
| W.C. | WITNESS CORNER |
| W.E. | 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP) |

NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF 8.519 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES, MULTIPLY GRID DISTANCES SHOWN BY 1.0000016 TO GET GROUND DISTANCES.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
5. 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
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- ⊙ FOUND MONUMENT AS NOTED
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**TRACT NO: 2017-01
STONECREEK AT LOS BANOS
THE VILLAGES VII-PHASE 1, UNIT 2**

BEING LOT E, 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

FEBRUARY 2019



1163 Scenic Drive, Suite A
Modesto, CA 95350
Ph 209.571.1785 odelengineering.com

NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF 6.519 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE GRID DISTANCES, MULTIPLY GRID DISTANCES SHOWN BY 1.0000016 TO GET GROUND DISTANCES.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
5. ALL FOUND MONUMENTS ARE ACCEPTED UNLESS OTHERWISE NOTED.

REFERENCED RECORD DOCUMENTS

MERCED COUNTY RECORDS

- (R-1) VOLUME 76 OF OFFICIAL PLATS, PAGES 22-30 M.C.R. (PHASE 1B)
- (R-2) VOLUME 106 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. (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 79 OF PARCEL MAPS, PAGES 16-25, M.C.R.
- (R-8) DOCUMENT NUMBER 2007-055667, M.C.R.

LEGEND

- RESOLVED BOUNDARY LINE
- CENTERLINE
- RESTRICTED ACCESS
- EASEMENT LINE

MONUMENT NOTES

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BASIS OF BEARINGS

N89°54'39"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.

ABBREVIATIONS

- FD FOUND
- IP IRON PIPE-DIAMETER NOTED
- (M) MEASURED DISTANCE
- (B-M) BOUNDARY TO MONUMENT
- (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 SEARCHED, FOUND NOTHING
- S.F. SQUARE FEET
- W.C. WITNESS CORNER
- W.E. 5 FOOT WIDE WALL EASEMENT (DEDICATED BY THIS MAP)

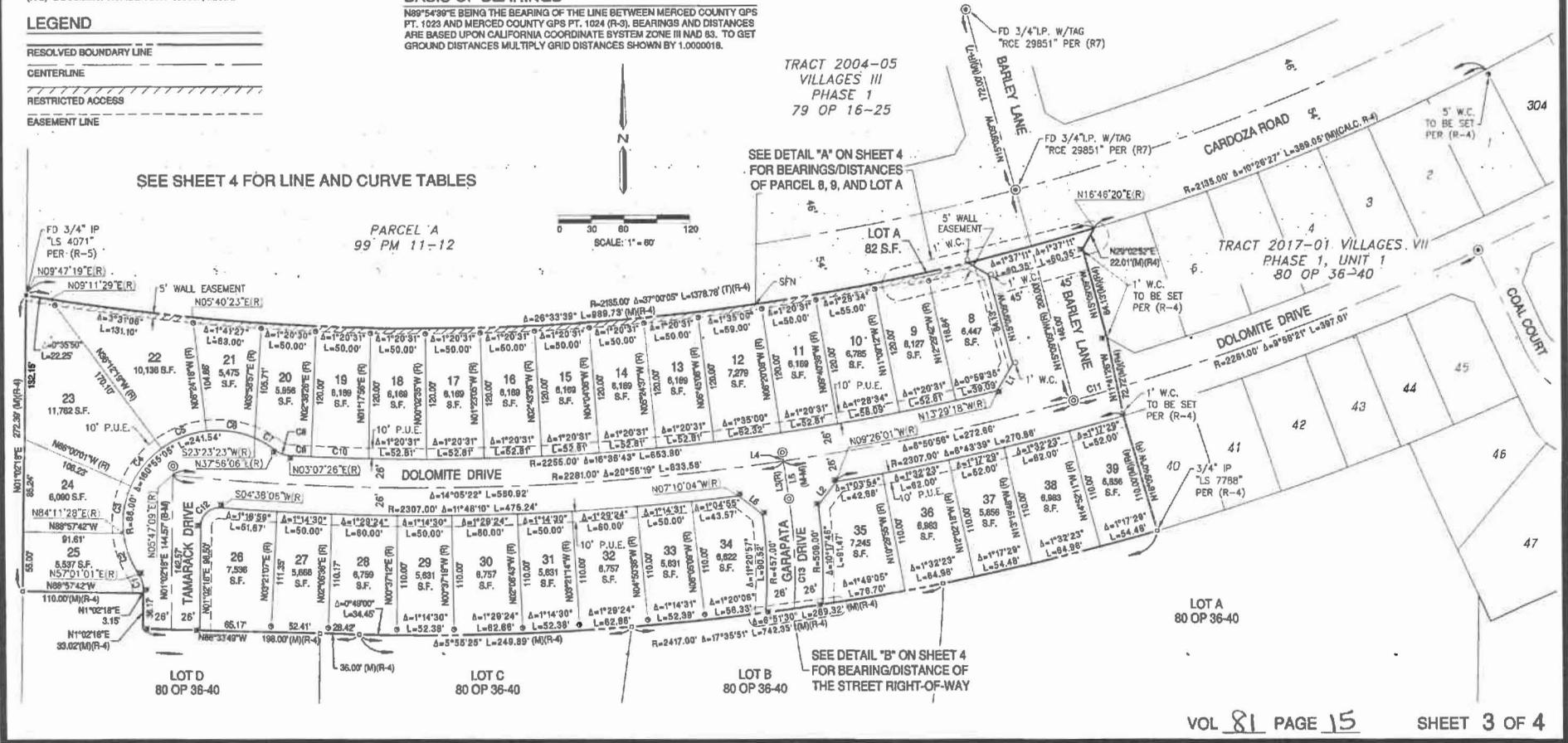
**TRACT NO: 2017-01
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BEING LOT E, TRACT NO. 2017-01, VOLUME 80 OF PAGES 36-40, LYING IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 10 SOUTH, RANGE 10 EAST MOUNT DIABLO BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

FEBRUARY 2019



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SEE SHEET 4 FOR LINE AND CURVE TABLES

TRACT 2004-05
VILLAGES III
PHASE 1
79 OP 16-25

SEE DETAIL "A" ON SHEET 4
FOR BEARINGS/DISTANCES
OF PARCEL 8, 9, AND LOT A

SEE DETAIL "B" ON SHEET 4
FOR BEARING/DISTANCE OF
THE STREET RIGHT-OF-WAY

NOTES

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- (R-4) VOLUME 80 OF OFFICIAL PLATS, PAGES 38-40, M.C.R. (PHASE 1, UNIT 1)
- (R-6) VOLUME 89 OF PARCEL MAPS, PAGES 11-12, M.C.R.
- (R-8) VOLUME 29 OF PARCEL MAPS, PAGE 20, M.C.R.
- (R-7) VOLUME 79 OF PARCEL MAPS, PAGES 19-25, M.C.R.
- (R-8) DOCUMENT NUMBER 2007-055587, M.C.R.

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FEBRUARY 2019

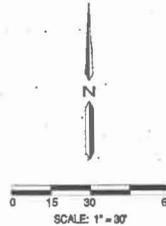


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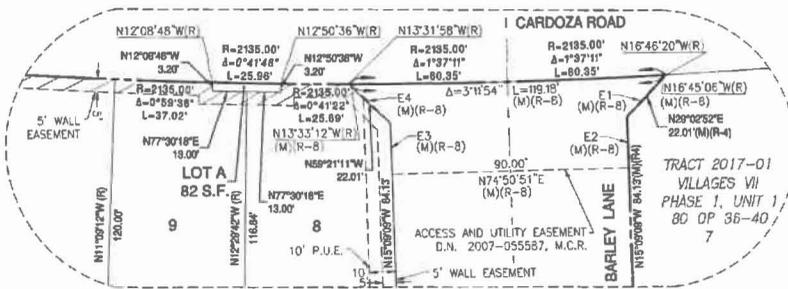
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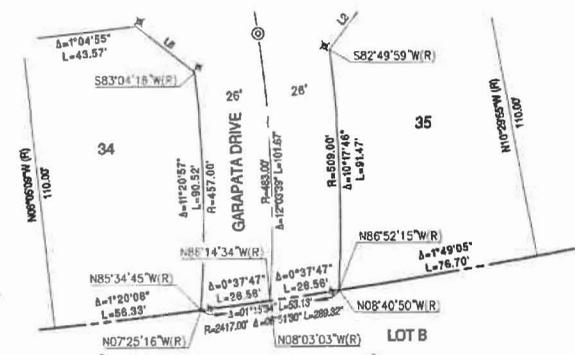
LINE #	DIRECTION	LENGTH	
E1	N22°02'02"E	20.82'	(M)(R-6)
E2	N15°09'09"W	20.00'	(M)(R-8)
E3	N15°09'09"W	20.00'	(M)(R-8)
E4	N59°21'11"W	20.82'	(M)(R-8)



LINE TABLE			CURVE TABLE			CURVE TABLE				
LINE #	DIRECTION	LENGTH	CURVE #	RADIUS	DELTA	LENGTH	CURVE #	RADIUS	DELTA	LENGTH
L1	N30°32'58"E	28.83'	C1	25.00'	34°01'17"	14.84'	C8	25.00'	34°48'40"	15.19'
L2	N8°41'59"E	27.72'	C2	86.00'	27°10'27"	40.79'	C9	2255.00'	0°28'59"	19.01'
L3	N8°18'13"W	33.05'	C3	86.00'	28°48'31"	44.74'	C10	2255.00'	1°20'31"	52.81'
L4	N8°16'13"W	2.00'	C4	86.00'	28°47'42"	44.72'	C11	2281.00'	1°03'36"	42.19'
L5	N8°18'13"W	37.05'	C5	86.00'	28°48'02"	44.73'	C12	17.00'	93°38'48"	27.77'
L6	N52°02'33"W	28.34'	C6	86.00'	28°47'41"	44.72'	C13	483.00'	12°00'38"	101.57'
			C7	86.00'	14°32'43"	21.83'				



DETAIL "A"
SCALE: 1"=30'



DETAIL "B"
NOT TO SCALE

BARBARA J LEVEY

Merced County Clerk - Recorder

P Public

Doc#: **2019006074**

Titles: 1 Pages: 36
Fees NO FEE



* \$ R 0 0 0 0 2 5 2 7 6 1 \$ *

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 16th day of January, 2019, between LARRY W. ANDERSON AND GEORGEANN M. ANDERSON, TRUSTEES OF THE RESTATED LARRY W. ANDERSON AND GEORGEANN M. ANDERSON REVOCABLE FAMILY TRUST DATED AUGUST 9, 2004, and 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 1 Unit 1, comprised of 18 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	\$	2,000.00
2. WATER	\$	33,284.00
3. SANITARY SEWER	\$	20,085.00
4. STORM DRAINAGE	\$	20,620.00
5. CONCRETE	\$	42,116.00
6. PAVING	\$	52,519.40
7. ELECTROLIERS	\$	5,000.00
8. MISCELLANEOUS	\$	1,000.00
TOTAL	\$	176,624.40

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%, \$176,624.40 and Labor and Materials at 50%, \$88,312.20 and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of \$17,662.44. 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	\$	1,000.00
Less: Deposit for Map Review (Rec#01201735)	\$	(1,000.00)
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 \$176,624.40 (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 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.

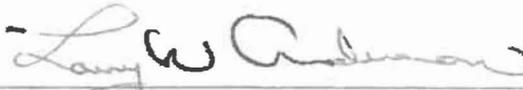
25. The DEVELOPER(S) acknowledge the requirement to comply with the environmental mitigation measures for Vesting Tentative Tract Map 2017-01, and the conditions of approval for said tentative map, (attached herein as Exhibit 'B'), in the development of this Subdivision.

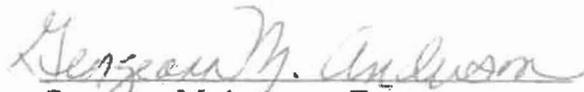
26. The terms of this AGREEMENT are not intended to, nor do they, relieve the DEVELOPER(S) of any conditions of approval, compliance with City Standards or compliance with mitigation measures of adopted environmental documents, the compliance with which may be placed as a condition of permit issuance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

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.

THE RESTATED LARRY W. ANDERSON
AND GEORGEANN M. ANDERSON
REVOCABLE FAMILY TRUST DATED
AUGUST 9, 2004


Larry W. Anderson, Trustee


Georgeann M. Anderson, Trustee

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

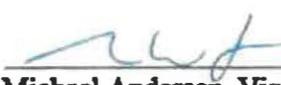
Signatures need to be notarized. Attach a Notary Acknowledgement.

**THE RESTATED LARRY W. ANDERSON
AND GEORGEANN M. ANDERSON
REVOCABLE FAMILY TRUST DATED
AUGUST 9, 2004**

Larry W. Anderson, Trustee

Georgeann M. Anderson, Trustee

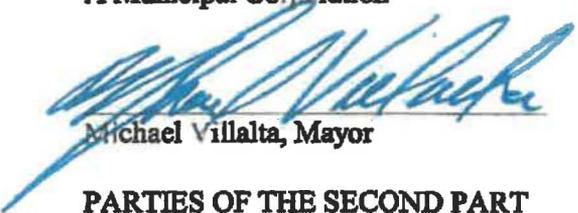
**ANDERSON HOMES,
A California Corporation**



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

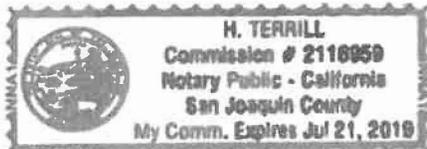
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)
On January 4, 2019 before me, H. Terrill, Notary,
Date Here Insert Name and Title of the Officer
personally appeared Larry W. 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 H. Terrill
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

Title or Type of Document: _____ 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: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

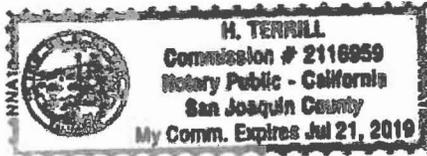
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Joaquin)
On January 4, 2019 before me, H. Terrill, Notary
Date Here Insert Name and Title of the Officer
personally appeared Georgann M. 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 H. Terrill
Signature of Notary Public

Place Notary Seal Above

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 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: _____

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)

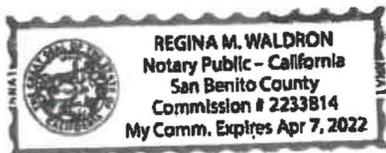
On Jan. 3, 2019 before me, Regina M. Waldron, Notary Public
Date Here Insert Name and Title of the Officer

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

Title or Type of Document: _____ 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: _____

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 }

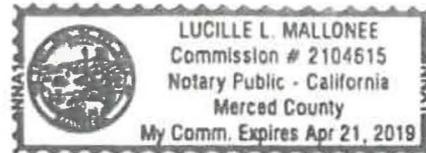
On this 5th day of February, 2019 before me, Lucille L. Mallonee, a Notary Public in and for said State, personally appeared Michael Gerard Villaita, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that 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)



OPINION OF PROBABLE COST

Project name: Dove Hollow Construction Sequence C & A, 18 Residential Lots

LOS BANOS, CA
Project progress stage: DESIGN

11/5/2018

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	\$1,000.00	\$1,000.00
SUB-TOTAL				\$2,000.00
B. WATER				
1 10" WATER	LF	181	\$20.00	\$3,620.00
2 10" WATER VALVE	LF	1	\$2,000.00	\$2,000.00
3 8" WATER	LF	354	\$16.00	\$5,664.00
4 8" WATER VALVE	EA	1	\$1,000.00	\$1,000.00
5 HYDRANT, BURY & GATE VALVE	EA	1	\$2,000.00	\$2,000.00
6 CONNECT TO EX. WATER MAIN (DOLOMITE)	EA	1	\$1,000.00	\$1,000.00
7 CONNECT TO EX. WATER MAIN AND R&R AC AND CROSS (18" CARDOZA)	EA	1	\$7,000.00	\$7,000.00
8 HOUSE SERVICE INCLUDING METER BOX (TAP INTO EXISTING)	EA	8	\$1,000.00	\$8,000.00
9 HOUSE SERVICE INCLUDING METER BOX	EA	10	\$300.00	\$3,000.00
SUB-TOTAL				\$33,284.00
C. SANITARY SEWER				
1 8" SEWER MAIN	LF	565	\$19.00	\$10,735.00
2 STD. SEWER MANHOLE	EA	1	\$2,000.00	\$2,000.00
3 STD. SEWER CLEANOUT	EA	1	\$450.00	\$450.00
4 4" STD. LATERAL	EA	11	\$250.00	\$2,750.00
5 CONNECT TO EX. SEWER MANHOLE	EA	1	\$1,000.00	\$1,000.00
6 4" STD. LATERAL (TAP INTO EXISTING)	EA	7	\$450.00	\$3,150.00
SUB-TOTAL				\$20,085.00
D. STORM DRAINAGE				
1 12" STORM DRAIN	LF	60	\$18.00	\$1,080.00
2 36" STORM DRAIN	LF	260	\$39.00	\$10,140.00
3 STD. MANHOLE	EA	2	\$2,000.00	\$4,000.00
4 CATCH BASIN	EA	2	\$1,450.00	\$2,900.00
5 CONNECT TO EX. STORM DRAIN	EA	1	\$1,000.00	\$1,000.00
6 REMOVAL OF EX. 18" STORM DRAIN	LS	1	\$1,500.00	\$1,500.00
SUB-TOTAL				\$20,620.00
E. CONCRETE				
1 6" VERTICAL CURB & GUTTER (INCL. RETURNS & DRIVEWAYS)	LF	993	\$13.00	\$12,779.00
2 6" VERTICAL CURB (BARLEY MEDIAN)	LF	179	\$13.00	\$2,327.00
3 SIDEWALK (INCL. RAMPS, RETURNS & DRIVEWAYS)	SF	8,470	\$3.00	\$25,410.00
4 WHEEL CHAIR RAMP (LABOR ONLY)	EA	2	\$800.00	\$1,600.00
SUB-TOTAL				\$42,116.00

p:209.571.1765 | f:209.571.2466

Modesto Office: 1165 Scenic Drive, Suite A, Modesto, CA 95350 | www.odellengineering.com

Probable Cost Estimate
O'Dell Engineering

F. PAVING					
1	2.5" A.C. OVER 10" A.B.	SF	18,623	\$2.80	\$52,144.40
2	SAWCUT	LF	150	\$2.00	\$300.00
3	REMOVE PAVEMENT	SF	150	\$0.50	\$75.00
SUB-TOTAL					\$52,519.40
G. ELECTROLIERS					
1	ELECTROLIERS	EA	2	\$2,500.00	\$5,000.00
SUB-TOTAL					\$5,000.00
H. MISCELLANEOUS					
1	R-1 STOP SIGN W/ STREET SIGN	EA	2	\$350.00	\$700.00
2	MONUMENT WELLS	EA	1	\$300.00	\$300.00
SUB-TOTAL					\$1,000.00
Construction Total					\$176,624.40
10% CONSTRUCTION CONTINGENCY					\$17,662.44
GRAND TOTAL					\$194,286.84

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 'B'

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.

RESOLUTION NO. 6040

**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 1 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 1 Unit 1 and accompanying Subdivision Improvement Agreement; and,

WHEREAS, the single-family residential subdivision consists of 18 lots on 3.8± 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.

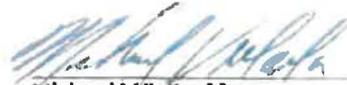
NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Los Banos that it does hereby approve and adopt Final Tract Map No. 2017-01 Stonecreek at Los Banos The Villages VII Phase 1 Unit 1 and accompanying Subdivision Improvement Agreement for the real property described in Exhibit "A", shown 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 16th day of January 2019, by Council Member Lewis who moved its adoption, which motion was duly seconded by Council Member Johnson-Santos and the Resolution adopted by the following vote:

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

APPROVED:


Michael Villalta, Mayor

ATTEST:


Lucille L. Mallonee, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Merced County, County of Merced, State of California, described as follows:

PARCEL 1: (APN: 430-060-016)

PARCEL A, AS SHOWN ON THAT CERTAIN PARCEL MAP FILED FOR RECORD OCTOBER 12, 2007, IN BOOK 108 OF PARCEL MAPS, PAGES 4 AND 5, MERCED COUNTY RECORDS.

PARCEL 2: (APN: 430-060-018 (OLD APN); NEW APN: 430-060-027 NOT YET ASSESSED)

BEING ALL OF LOT F, AS SAID LOTS ARE SHOWN UPON THE FINAL MAP ENTITLED, TRACT No: 2005-05, SOUTHBROOK AT STONECREEK, THE VILLAGES IV-PHASE 3C, AS RECORDED IN VOLUME 116 OF OFFICIAL PLATS AT PAGES 34, AND ALSO RECORDED IN VOLUME 80 OF OFFICIAL PLATS AT PAGES 21-24.

EXCEPT THEREFROM AN UNDIVIDED ¼ OF ALL OIL, GAS AND MINERAL RIGHTS IN AND TO THE ABOVE DESCRIBED LAND AS EXCEPTED BY MANUEL M. CARDOZA, ET UX. IN DEED RECORDED OCTOBER 31, 1974 AS DOCUMENT #22036 IN BOOK 1976, PAGE 557, OFFICIAL RECORDS, WITH ALL RIGHTS, INCLUDING SURFACE RIGHTS OF ENTRY, ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE, QUITCLAIMED TO LARRY W. ANDERSON, ET UX IN QUITCLAIM DEED RECORDED JUNE 30, 2003 AS DOCUMENT #2003-041178 OFFICIAL RECORDS.

PARCEL 3: (APN: 430-071-001)

PARCEL B AS SHOWN ON THE MAP OF "TRACT NO: 2005-05, THE VILLAGES IV, SOUTHBROOK PHASE 1B AT STONECREEK, SINGLE FAMILY RESIDENTIAL", FILED FOR RECORD ON JANUARY 17, 2007 IN VOLUME 76 OF OFFICIAL PLATS, AT PAGES 22-30, MERCED COUNTY RECORDS.

EXCEPTING THEREFROM: ¼ OF ALL OIL, GAS AND MINERALS IN AND TO SAID LANDS AS RESERVED IN DEED RECORDED OCTOBER 31, 1974 IN BOOK 1976, PAGE 557, MERCED COUNTY RECORDS. QUITCLAIM DEED RECORDED JUNE 30, 2003 AS DOCUMENT NO. 2003-041178 ALL RIGHTS, INCLUDING SURFACE RIGHTS OF ENTRY, ABOVE A DEPTH OF 500 FEET BELOW THE SURFACE OF SAID LAND HAVE BEEN QUITCLAIMED.

PARCEL 4: (APN(S): 430-060-008 AND 430-060-009)

REAL PROPERTY IN THE CITY OF MERCED, COUNTY OF MERCED, STATE OF CALIFORNIA, AS TO (APN: 430-060-008) AND REAL PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY OF MERCED, AS TO (APN: 430-060-009) STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 10 SOUTH RANGE 10 EAST, MT. DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF PARCEL 1, AS SHOWN ON THE CERTAIN PARCEL MAP FILED JANUARY 14, 1988 IN BOOK 60 OF PARCEL MAPS, PAGES 19 AND 20, MERCED COUNTY RECORDS.

EXCEPTING THEREFROM THAT PORTION THEREOF LYING WITHIN THE BOUNDARIES OF PARCEL A AND PARCEL B OF THAT CERTAIN PARCEL MAP MS 2004-03, FILED FOR RECORD MAY 11, 2005 IN BOOK 99, OF PARCEL MAPS, AT PAGES 11 AND 12, MERCED COUNTY RECORDS.

SAID PARCEL AS HEREINABOVE DESCRIBED, IS ALSO DELINEATED AS "REMAINDER PARCEL" ON SAID PARCEL MAP, FILED FOR RECORD MAY 11, 2005, IN BOOK 99 OF PARCEL MAPS, AT PAGES 11 AND 12, MERCED COUNTY RECORDS.

EXHIBIT "B"

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 THE FOLLOWING LOT AND STREET EASEMENTS AS SHOWN ON THIS FINAL MAP:

WE ALSO HEREBY OFFER AN IRREVOCABLE DEDICATION TO THE CITY OF LOS BANOS AS AN EASEMENT FOR PUBLIC USE, ALL PUBLIC UTILITY EASEMENTS (P.U.E.) LOT 7 AND THE 1 FOOT RIGID WALL EASEMENT (R.W.E.) AS SHOWN ON THIS FINAL MAP.

WE ALSO HEREBY OFFER AN IRREVOCABLE ALL ACCESS EASEMENT OF LOT 4 TO AND FROM D'ARCO STREET AS SHOWN ON THIS FINAL MAP.

GENERAL: PIONEER DEVELOPMENT COMPANY, INC., A CALIFORNIA CORPORATION

NOTARY STATEMENT
I, [Name], a Notary Public in and for the State of California, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the undersigned...

TRACT NO: 2016-01 EAST CENTER, PHASE 1

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

JULY 2014



VICINITY MAP

PLANNING COMMISSION STATEMENT

I, [Name], Planning Commission Director for the City of Los Banos, do hereby state that I have examined this final map of Tract No. 2016-01, East Center, Phase 1, and that the subdivision is substantially in accordance with the tentative map approved by the City Planning Commission...

NOTED THIS DAY OF JULY, 2014 BY: [Name], City of Los Banos

TRUSTEE STATEMENT

WE, FIRST FIDELITY NATIONAL TITLE COMPANY, as trustee under the certain deed of trust recorded in Merced County, California, do hereby consent to the preparation and recordation of this final map of Tract No. 2016-01, East Center, Phase 1, and I am duly authorized therefor.

TRUSTEE, FIRST FIDELITY NATIONAL TITLE COMPANY

SURVEYOR'S STATEMENT

I, [Name], a Licensed Professional Surveyor in the State of California, do hereby state that I have prepared this final map of Tract No. 2016-01, East Center, Phase 1, in accordance with the requirements of the Subdivision Map Act and local ordinance...

DATED THIS DAY OF JULY, 2014 BY: [Name], Surveyor



CITY ENGINEER'S STATEMENT

I, [Name], City Engineer for the City of Los Banos, do hereby state that I have examined this final map of Tract No. 2016-01, East Center, Phase 1, and that it complies with all applicable local ordinance...

DATED THIS DAY OF JULY, 2014 BY: [Name], City Engineer

CITY SURVEYOR'S STATEMENT

I, [Name], City Surveyor for the City of Los Banos, do hereby state that I have examined this final map of Tract No. 2016-01, East Center, Phase 1, and that it complies with all applicable local ordinance...

DATED THIS DAY OF JULY, 2014 BY: [Name], City Surveyor

CITY CLERK'S STATEMENT

I, [Name], City Clerk for the City of Los Banos, do hereby state that I have received this final map of Tract No. 2016-01, East Center, Phase 1, and that it has been properly filed for recordation...

DATED THIS DAY OF JULY, 2014 BY: [Name], City Clerk

RECORDER'S STATEMENT

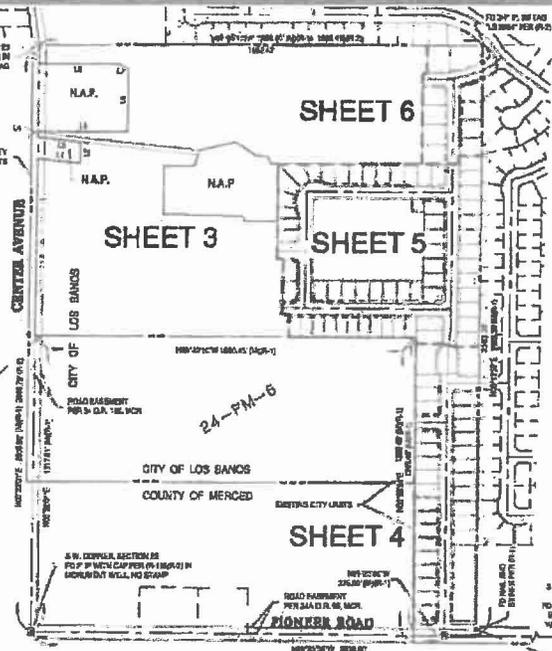
I, [Name], Recorder for Merced County, California, do hereby state that I have received this final map of Tract No. 2016-01, East Center, Phase 1, and that it has been properly recorded...

DATED THIS DAY OF JULY, 2014 BY: [Name], Recorder

LINE #	DIRECTION	LENGTH	REF.
L1	N 89° 30' 48" W	106.82	P-1, P-2
L2	N 89° 30' 48" W	54.887	P-1, P-2
L3	N 89° 30' 48" W	136.89	R-1, M-1
L4	N 89° 30' 48" W	78.82	
L5	N 89° 30' 48" W	84.827	P-2
L6	S 74° 30' 48" W	274.82	P-2
L7	S 74° 30' 48" W	88.82	P-2
L8	N 89° 30' 48" W	106.82	P-2
L9	N 89° 30' 48" W	106.82	P-2

W 1/4 CORNER SECTION 28
POB 2" P FOR (2-1/4) IN
NON-MET WELL TO DA

COUNTY OF MERCED
CENTRAL AVENUE
CITY OF LOS BANOS



TRACT NO: 2016-01
EAST CENTER, PHASE 1

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST
QUARTER OF SECTION 28, TOWNSHIP 10 SOUTH, RANGE 10
EAST, MOUNT Diablo BASE AND MERIDIAN
CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA
JULY 2018



RIGHT TO FARM STATEMENT

THE PROPERTY DESCRIBED ON THIS SECTION SHOWN MAP IS IN THE VICINITY OF LAND UTILIZED FOR AGRICULTURAL PURPOSES AND THE BENEFITS OF THIS PROPERTY MAY BE SUBJECT TO INCORPORATION OR INCORPORATION FROM THE USE OF AGRICULTURE, FORESTRY, INCLUDING BUT NOT LIMITED TO, PESTICIDES AND FERTILIZERS, AND FROM THE PRACTICE OF AGRICULTURAL OPERATIONS INCLUDING, BUT NOT LIMITED TO, PLANTING, SPRINKLING AND IRRIGATING WHICH OCCASIONALLY MAY CONSTITUTE EUST, BARRI, AND OTHERS.

THE COUNTY OF MERCED HAS ESTABLISHED AGRICULTURE AS A PRIORITY USE IN AGRICULTURAL ZONING FROM AN OUTLINE OF AN ESTABLISHED SPECIFIC ZONING DEVELOPMENT PLAN (ZDP) BOUNDARY, RURAL RESIDENTIAL CENTER (RRC) BOUNDARY, AGRICULTURAL SERVICE CENTER (ASC) BOUNDARY, CITY OF LOS BANOS (CITY) BOUNDARY, AND RESIDENTS OF PROPERTY IN THE VICINITY OF AGRICULTURAL ZONING SHOULD BE PROVIDED TO ACCEPT INCORPORATION OR INCORPORATION FROM NEIGHBOR, NECESSARY AGRICULTURAL OPERATIONS.

REFERENCED RECORD DOCUMENTS

- (R-1) VOLUME 44 OF RECORDS, PAGES 3-4, M.C.R.
- (R-2) VOLUME 113 OF RECORDS, PAGES 12-13, M.C.R.
- (R-3) VOLUME 89 OF RECORDS, PAGES 8-12, M.C.R.
- (R-4) VOLUME 39 OF OFFICIAL PLATS, PAGES 64-68, M.C.R.

LEGEND

- RESOLVED BOUNDARY LINE
- CENTERLINE
- RESTRICTED ACCESS
- CITY STATE LINE



BASIS OF BEARINGS
GPS STATION 1861
POB 2" P FOR (2-1/4) IN
PER (2-1/4)
NAD 83
E = 6, 85, 011, 218
S 89° 30' 48" W
(BASIS OF BEARINGS)
7148.96 (CORR) [7148.97 (W) (R-1) 7148.93 (R-2) (GROUND)]

GPS STATION 1862
POB 2" DISK, RICE 1998 (P-2)
NAD 83
E = 6, 85, 011, 218

BASIS OF BEARINGS

BASE OF BEARINGS THE BEARING OF THE LINE BETWEEN MERCED COUNTY SPK-08 1821 AND MERCED COUNTY SPK-08 1818 (P-1) BEARING AND DISTANCE ARE SHOWN ON CALIFORNIA DOCUMENTS & EVIDENCE IN 1843.

SIGNATURE OMISSIONS:

- PURSUANT TO SECTION 20309 OF THE CALIFORNIA SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING PARTIES WERE OMISSIONS:
- CENTRAL CALIFORNIA FIRE-IRON DISTRICT, CANALS AND DISTANCES - BOOK P OF DEEDS, PAGE 88, LICA
 - ESTATE OF FRANK AND MARY WILCOX, HEIR, HEIR AND DISTANCES, BOOK 188, PAGE 642 OF OFFICIAL RECORDS, LICA
 - THE ESTATE OF JAMES C. WEAVER, HEIR, HEIR AND DISTANCES, BOOK 288, PAGE 72 OF OFFICIAL RECORDS, LICA

NOTES

- THIS SUBDIVISION SHOWS A TOTAL OF 6476 ACRES, MORE OR LESS.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES, UNLESS OTHERWISE SHOWN BY SUBDIVISION TO GIVE DISTANCES ALONG A CURVED FACTOR FOR CURVED BOUNDARIES AND 1865 FEET 0.0.
- ALL DISTANCES ARE MEASURED OR CALCULATED FROM THE POINTS SHOWN.
- DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMAL THEREOF.

TRACT NO: 2016-01
EAST CENTER, PHASE 1

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

JULY 2016
O'DELL
 ENGINEERING
 1180 Sandy Ditch, Suite A
 Ripon, CA 95220
 PH 520.717.1782 oedelleng@earthlink.net

SHEET 6

ABBREVIATIONS

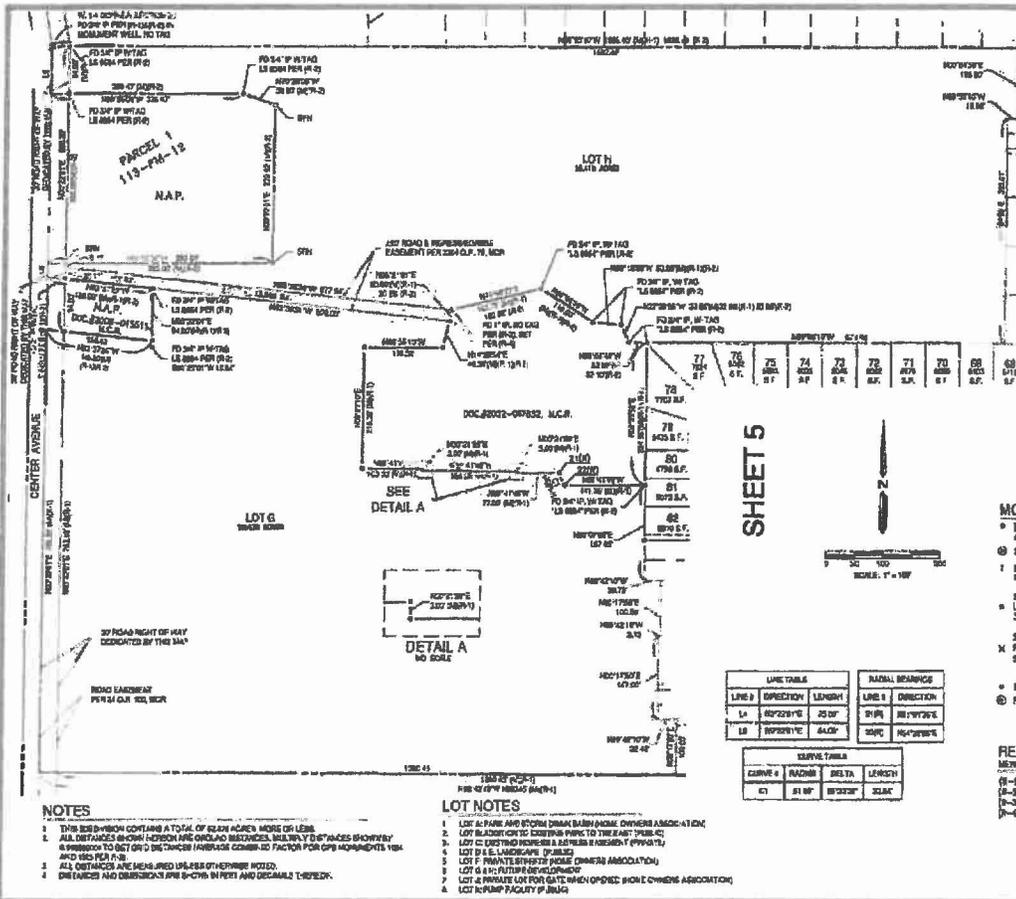
FD	FOOT	ROW PIPE-DIMENSION NOTED
(8)	8' DIAMETER	MATCHED DISTANCE
S	SEE PLAN	SEE PLAN
N.A.P.	NATURAL POINT	OTHER PLANS
OP	OFFICIAL PLANS	PLANNING MAP
PL	PLANNING MAP	PLANNING MAP RECORDS
P.L.C.	PLANNING MAP RECORDS	MERCED COUNTY RECORDS
M.C.R.	MERCED COUNTY RECORDS	REFERENCED RECORD DOCUMENT
R-1	RECORD	RECORD
(S)	SECTION	RECORD OF SURVEY
BC	BENCH MARK	SECTIONED TOWER MARKING
S.M.	SECTIONED TOWER MARKING	SQUARE FOOT
S.C.	SECTIONED TOWER MARKING	WHERE CORNER
N.E.	NORTH EAST	1 FOOT WIDE WALL EXTENSION

MONUMENT NOTES

- 1 SET 3/4" x 24" BIRM PIPE W/ PLASTIC FLAG 7/8" 7788" FOR MARKING AREA OR 1.17" BIRM DISK STAMPED 7/8" 7788" FOR CONCRETE AREA
- 2 SET 3/4" x 24" BIRM PIPE W/ PLASTIC FLAG 7/8" 7788" IN MONUMENT WELL
- 3 SET 3/4" x 24" BIRM PIPE W/ PLASTIC FLAG 7/8" 7788" FOR ALL FRONT AND REAR LOT CORNERS
- 4 SET 5/8" WIRELESS CORNER UNLESS OTHERWISE NOTED, BEASURED ALONG LOT LINE, BEING LINE OF PERPENDICULAR TO LANDSLIP STRIKETOWNE AS NOTED. 3/4" x 24" BIRM PIPE W/ PLASTIC FLAG 7/8" 7788"
- 5 SET 1.00" WIRELESS CORNER BE BEASURED ALONG FRONT LINE OF X PERPENDICULAR TO LANDSLIP STRIKETOWNE AS NOTED. 1.17" BIRM DISK STAMPED 7/8" 7788"
- 6 FOUND 3/4" BIRM PIPE "ROD" 7/8" 7788" PER (1-1), UNLESS OTHERWISE NOTED
- 7 FOUND MONUMENT AS NOTED IN MONUMENT WELL

REFERENCED RECORD DOCUMENTS

- (1-1) MERCED COUNTY RECORDS
- (1-2) VOLUME 44 OF SURVEYS, PAGES 3-4, M.C.R.
- (1-3) VOLUME 113 OF PLANNING MAPS, PAGES 12-13, M.C.R.
- (1-4) VOLUME 28 OF SURVEYS, PAGES 8-12, M.C.R.
- (1-5) VOLUME 25 OF OFFICIAL PLANS, PAGES 44-45, M.C.R.



SHEET 5

LINE TABLE			RADIAL BRANCS		
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
LA	N022°07'E	25.00'	11	S11°00'E	10.00'
LB	S00°00'E	64.00'	12	S00°00'E	10.00'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	51.00'	87°23'30"	32.44'

NOTES

1. THIS RESUBDIVISION CONTAINS A TOTAL OF 62.24 ACRES, MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE ORIGINALLY MEASURED, UNLESS OTHERWISE SHOWN BY OTHERWISE NOTED.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIRECTIONS ARE GIVEN IN FEET AND DECIMALS THEREOF.

LOT NOTES

1. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
2. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
3. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
4. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
5. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
6. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
7. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.
8. LOT 10 AND 11 ARE FORMER DRAIN BASIN HOME OWNERS ASSOCIATION.

MONUMENT NOTES

- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUS "XLS 7788" FOR EXHIBED AREA OR 1.17" BRASS DISK STAMPED "XLS 7788" FOR CONCRETE AREA
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUS "XLS 7788" IN MONUMENT WELL
- SET 3/4" x 24" IRON PIPE W/ PLASTIC PLUS "XLS 7788" FOR ALL FRONT AND REAR LOT CORNERS
- SET 0.57" BRASS CORNER UNLESS OTHERWISE NOTED, MEASURED ALONG LOT LINE, NORMAL LINE OR PERPENDICULAR TO LIMB OF A QUADRANT AS NOTED 3/4" x 24" IRON PIPE W/ PLASTIC PLUS "XLS 7788"
- SET 1.87" BRASS CORNER IN SECTIONS, MEASURED ALONG NORMAL LINE OR PERPENDICULAR TO LIMB OF A QUADRANT AS NOTED 1.17" BRASS DISK STAMPED "XLS 7788"
- FOUND 3/4" IRON PIPE TAGGED "XLS 7788" FOR (R-1), UNLESS OTHERWISE NOTED
- FOUND MONUMENT AS NOTED IN MONUMENT WELL

REFERENCED RECORD DOCUMENTS

- MERCED COUNTY RECORDS
- (R-1) VOLUME 44 OF SURVEYS, PAGES 3-4, S.E.C.
 - (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 38 OF OFFICIAL PLATS, PAGES 41-42, M.C.R.
 - (R-5) VOLUME 38 OF OFFICIAL PLATS, PAGES 27-31, M.C.R.

ABBREVIATIONS

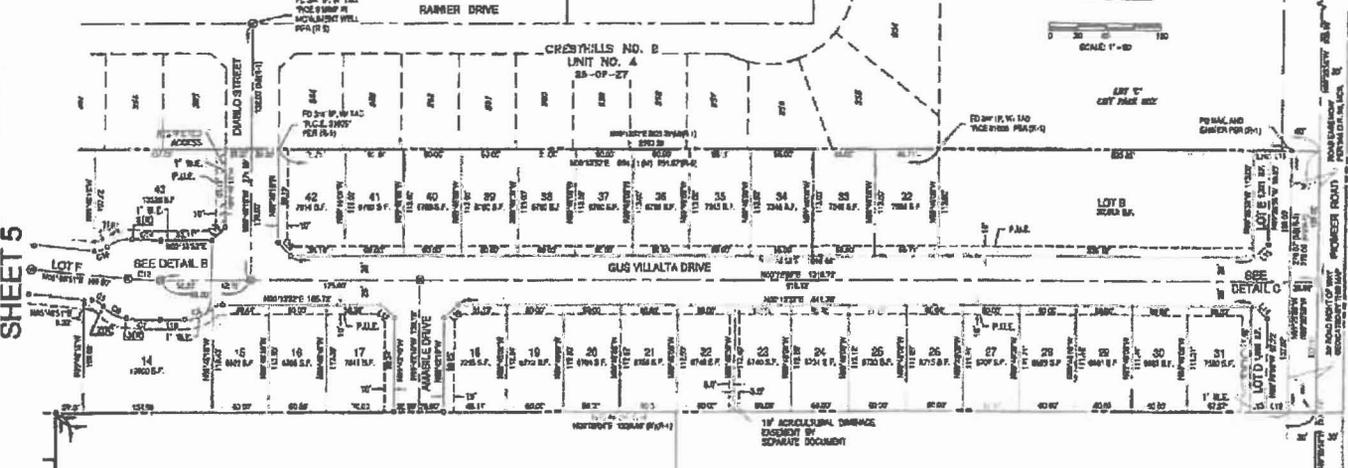
FD	FOUND	M.C.R.	MERCED COUNTY RECORDS
SP	IRON PIPE-CORNER NOTES	R-#	REFERENCED RECORD DOCUMENT
MD	MEASURED DISTANCE	NSM	NORTH
FM	FINAL MAP	NS	NORTH-SOUTH
SP	SET A PART	NSM	NORTH-SOUTH MEASURE
OP	OFFICIAL PLATS	S.F.	SQUARE FEET
MS	MEASURED SURFACE	W.C.	WIDE CORNER
PA	PUBLIC UTILITY ALIGNMENT	W.E.	WEST
			1 FOOT WIDE WALL ALIGNMENT

LOT NOTES

1. LOT A PARK AND STORAGE SIGN FROM OWNERS ASSOCIATION
2. LOT B ADJACENT TO EXISTING DRIVE TO THE EAST (PUBLIC)
3. LOT C EXISTING SIGNAGE & BOLLARD EXISTENT (PRIVATE)
4. LOT B & C LANDSCAPE (PUBLIC)
5. LOT F PRIVATE STREET'S HOME OWNERS ASSOCIATION
6. LOT G & H FUTURE DEVELOPMENT
7. LOT I APPROX. LOT FOR SIGN WHEN OFFICE 304'S OWNERS ASSOCIATION
8. LOT K PUMP FACILITY (PUBLIC)

TRACT NO: 2016-01
EAST CENTER, PHASE 1

BEING A RE-SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 10 SOUTH, RANGE 10 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF LOS ANGELES, MERCED COUNTY, CALIFORNIA



SHEET 5

SEE SHEET 7 FOR CURVE, LINE AND RADIAL LINE TABLES

TRACT NO: 2016-01
EAST CENTER, PHASE 1

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 10 EAST, MOUNT Diablo BASE AND MERIDIAN CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA
 JULY 2018



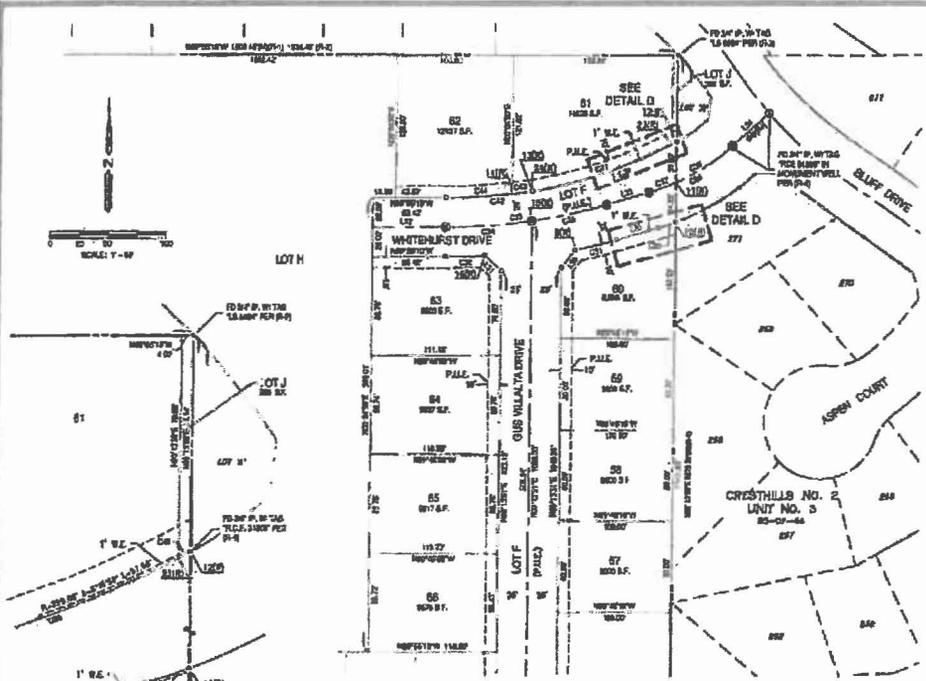
REFERENCED RECORD DOCUMENTS
 MERCED COUNTY RECORDS
 (M-1) VOLUME 44 OF RECORDS, PAGES 3-4, M.C.R.
 (M-2) VOLUME 113 OF RECORDS, PAGES 13-14, M.C.R.
 (M-3) VOLUME 28 OF RECORDS, PAGES 8-12, M.C.R.
 (M-4) VOLUME 28 OF OFFICIAL PLATS, PAGES 44-45, M.C.R.

MONUMENT NOTES

- 1 SET 3/4" x 24" IRON PIPE W/ PLASTIC FLAG "PLS 7788" FOR MARKED POINT ON 1.17" BENCH MARK STAMPED "PLS 7788" FOR CONCRETE ANGLES
- 2 SET 3/4" x 24" IRON PIPE W/ PLASTIC FLAG "PLS 7788" IN MONUMENT BELL
- 3 SET 3/4" x 24" IRON PIPE W/ PLASTIC FLAG "PLS 7788" FOR ALL FRONT AND REAR LOT CORNERS
- 4 SET 2.00" IRON PIPE CORNER, UNLESS OTHERWISE NOTED, NEAR/ALONG ALIQUOT LOT LINE, IRON PIPE OR PERPENDICULAR TO LARGER STAKE/POST/STAKE AS NOTED, 1.17" BENCH MARK STAMPED "PLS 7788"
- 5 SET 1.00" IRON PIPE CORNER IN GENERAL, NEAR/ALONG ALIQUOT LOT LINE OR PERPENDICULAR TO LARGER STAKE/POST/STAKE AS NOTED, 1.17" BENCH MARK STAMPED "PLS 7788"
- 6 FOUND 3/4" IRON PIPE MARKED "PLS 7788" PER (M-1), UNLESS OTHERWISE NOTED
- 7 FOUND MONUMENTS AS NOTED IN MONUMENT BELL

ABBREVIATIONS

ED	EXISTING
IP	IRON PIPE-DIAMETER NOTED
MB	MONUMENT BENCHMARK
P	PERMANENT
PLA.P.	PLAT PART
OP	OFFICIAL PLATS
PM	PARCEL MAP
P.U.E.	PUBLIC UTILITY EASEMENT
M.C.R.	MERCED COUNTY RECORDS
R-D	REFERENCED RECORD DOCUMENT
RT	RIGHT-OF-WAY
RD	RECORD OF SURVEY
ST	STAKE/POST/STAKE
S.T.	STAKE/POST
S.C.	STAKE CORNER
M.C.	1 FOOT IRON BENCH MARK



SHEET 5
 SEE SHEET 7 FOR CURVE, LINE AND RADIAL LINE TABLES

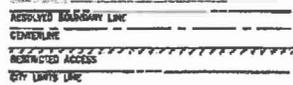
NOTES

1. THIS SUBDIVISION CONTAINS A TOTAL OF ELEVEN ACRES MORE OR LESS.
2. ALL DISTANCES SHOWN HEREON ARE UNADJUSTED DISTANCES. UNADJUSTED DISTANCES SHOWN BY APPROXIMATION TO METRIC DISTANCES (UNADJUSTED DISTANCES) FOR CITY RECORDING ONLY AND NOT FOR CONSTRUCTION.
3. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED.
4. DISTANCES AND DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

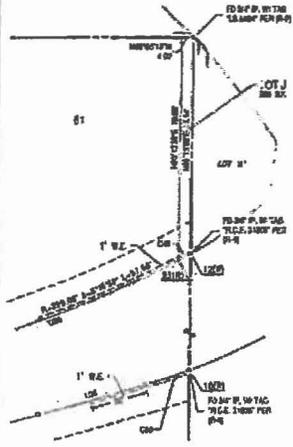
LOT NOTES

1. LOT A PARK AND RECREATION DEPARTMENT (PARKS AND RECREATION ASSOCIATION)
2. LOT B ACCORDING TO RECORDS FILED IN THE CITY PUBLIC
3. LOT C EXISTING ADDRESS A CROSS EASEMENT (PRIVATE)
4. LOT D IS EASEMENT PUBLIC
5. LOT F PRIVATE STREETS (PARKS AND RECREATION ASSOCIATION)
6. LOT G IS IN FUTURE DEVELOPMENT
7. LOT H PRIVATE LOT FOR GATE (PARKS AND RECREATION ASSOCIATION)
8. LOT I PUMP FACILITY PUBLIC

LEGEND



DETAIL D
 SCALE 1" = 40'



TRACT NO: 2016-01
EAST CENTER, PHASE 1

BEING A RESUBDIVISION OF A PORTION OF THE SOUTHWEST
 QUARTER OF SECTION 63, TOWNSHIP 10 SOUTH, RANGE 10
 EAST, MOUNT Diablo BASE AND MERIDIAN
 CITY OF LOS BANOS, MERCED COUNTY, CALIFORNIA

JULY 2018



LINE #	CLASSIFICATION	LENGTH
L1	RIGHT-OF-WAY	18.48
L2	RIGHT-OF-WAY	18.48
L3	RIGHT-OF-WAY	18.48
L4	RIGHT-OF-WAY	18.48
L5	RIGHT-OF-WAY	18.48
L6	RIGHT-OF-WAY	18.48
L7	RIGHT-OF-WAY	18.48
L8	RIGHT-OF-WAY	18.48
L9	RIGHT-OF-WAY	18.48
L10	RIGHT-OF-WAY	18.48
L11	RIGHT-OF-WAY	18.48
L12	RIGHT-OF-WAY	18.48
L13	RIGHT-OF-WAY	18.48
L14	RIGHT-OF-WAY	18.48
L15	RIGHT-OF-WAY	18.48
L16	RIGHT-OF-WAY	18.48
L17	RIGHT-OF-WAY	18.48
L18	RIGHT-OF-WAY	18.48
L19	RIGHT-OF-WAY	18.48
L20	RIGHT-OF-WAY	18.48

LINE #	DIRECTION	LENGTH
L11	N 89° 58' 15" E	18.48
L12	N 89° 58' 15" E	18.48
L13	N 89° 58' 15" E	18.48
L14	N 89° 58' 15" E	18.48
L15	N 89° 58' 15" E	18.48
L16	N 89° 58' 15" E	18.48
L17	N 89° 58' 15" E	18.48
L18	N 89° 58' 15" E	18.48
L19	N 89° 58' 15" E	18.48
L20	N 89° 58' 15" E	18.48

LINE #	DIRECTION
100	S 89° 58' 15" W
101	S 89° 58' 15" W
102	S 89° 58' 15" W
103	S 89° 58' 15" W
104	S 89° 58' 15" W
105	S 89° 58' 15" W
106	S 89° 58' 15" W
107	S 89° 58' 15" W
108	S 89° 58' 15" W
109	S 89° 58' 15" W
110	S 89° 58' 15" W
111	S 89° 58' 15" W
112	S 89° 58' 15" W
113	S 89° 58' 15" W
114	S 89° 58' 15" W
115	S 89° 58' 15" W
116	S 89° 58' 15" W
117	S 89° 58' 15" W
118	S 89° 58' 15" W
119	S 89° 58' 15" W
120	S 89° 58' 15" W

LINE #	DIRECTION
121	S 89° 58' 15" W
122	S 89° 58' 15" W
123	S 89° 58' 15" W
124	S 89° 58' 15" W
125	S 89° 58' 15" W
126	S 89° 58' 15" W
127	S 89° 58' 15" W
128	S 89° 58' 15" W
129	S 89° 58' 15" W
130	S 89° 58' 15" W
131	S 89° 58' 15" W
132	S 89° 58' 15" W
133	S 89° 58' 15" W
134	S 89° 58' 15" W
135	S 89° 58' 15" W
136	S 89° 58' 15" W
137	S 89° 58' 15" W
138	S 89° 58' 15" W
139	S 89° 58' 15" W
140	S 89° 58' 15" W

CURVE #	ANGLE	DELTA	LENGTH
C1	90.00	18.48	18.48
C2	90.00	18.48	18.48
C3	90.00	18.48	18.48
C4	90.00	18.48	18.48
C5	90.00	18.48	18.48
C6	90.00	18.48	18.48
C7	90.00	18.48	18.48
C8	90.00	18.48	18.48
C9	90.00	18.48	18.48
C10	90.00	18.48	18.48
C11	90.00	18.48	18.48
C12	90.00	18.48	18.48
C13	90.00	18.48	18.48
C14	90.00	18.48	18.48
C15	90.00	18.48	18.48
C16	90.00	18.48	18.48
C17	90.00	18.48	18.48
C18	90.00	18.48	18.48
C19	90.00	18.48	18.48
C20	90.00	18.48	18.48

CURVE #	ANGLE	DELTA	LENGTH
C21	90.00	18.48	18.48
C22	90.00	18.48	18.48
C23	90.00	18.48	18.48
C24	90.00	18.48	18.48
C25	90.00	18.48	18.48
C26	90.00	18.48	18.48
C27	90.00	18.48	18.48
C28	90.00	18.48	18.48
C29	90.00	18.48	18.48
C30	90.00	18.48	18.48
C31	90.00	18.48	18.48
C32	90.00	18.48	18.48
C33	90.00	18.48	18.48
C34	90.00	18.48	18.48
C35	90.00	18.48	18.48
C36	90.00	18.48	18.48
C37	90.00	18.48	18.48
C38	90.00	18.48	18.48
C39	90.00	18.48	18.48
C40	90.00	18.48	18.48

CURVE #	ANGLE	DELTA	LENGTH
C41	90.00	18.48	18.48
C42	90.00	18.48	18.48
C43	90.00	18.48	18.48
C44	90.00	18.48	18.48
C45	90.00	18.48	18.48
C46	90.00	18.48	18.48
C47	90.00	18.48	18.48
C48	90.00	18.48	18.48
C49	90.00	18.48	18.48
C50	90.00	18.48	18.48
C51	90.00	18.48	18.48
C52	90.00	18.48	18.48
C53	90.00	18.48	18.48
C54	90.00	18.48	18.48
C55	90.00	18.48	18.48
C56	90.00	18.48	18.48
C57	90.00	18.48	18.48
C58	90.00	18.48	18.48
C59	90.00	18.48	18.48
C60	90.00	18.48	18.48

BARBARA J LEVEY

Merced County Clerk - Recorder

P Public

Doc#: **2019016034**

Titles: 1 Pages: 24
Fees NO FEE



* \$ R 0 0 0 0 2 6 8 6 7 6 \$ *

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 28 day of May, 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 1 Unit 2, comprised of 32 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. 0070 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 April 2022, 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	\$	3,500.00
2. WATER	\$	44,500.00
3. SANITARY SEWER	\$	35,900.00
4. STORM DRAINAGE	\$	40,381.00
5. CONCRETE	\$	69,090.00
6. PAVING	\$	87,709.60
7. ELECTROLIERS	\$	7,500.00
8. MISCELLANEOUS	\$	<u>1,500.00</u>
TOTAL	\$	290,080.60

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%, **\$290,080.60** and Labor and Materials at 50%, **\$145,040.30** and prior to the release of other security, for Warranty and Guarantee at 10% in the amount of **\$29,008.06**. 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	\$	1,000.00	
Less: Deposit for Map Review (Rec#01201735)	\$	(1,000.00)	
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 **\$290,080.60** (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.

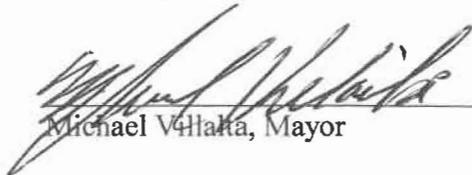
ANDERSON HOMES,
A California Corporation



Michael Anderson, Vice President

PARTIES OF THE FIRST PART

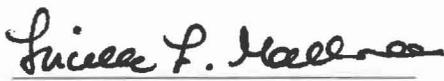
CITY OF LOS BANOS
A Municipal Corporation



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)

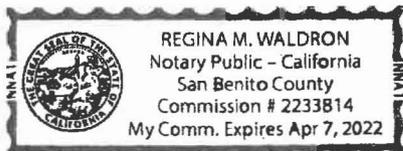
On May 1, 2019 before me, Regina M. Waldron, Notary Public,
Date Here Insert Name and Title of the Officer

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

Title or Type of Document: Subdivision 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: _____

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 May 28, 2019 before me, Jennifer Matthews, Notary Public
(insert name and title of the officer)

personally appeared Michael Gerard Villalta
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 Jennifer Matthews (Seal)





OPINION OF PROBABLE COST

Project name: Dove Hollow Construction Sequence B, 32 Residential Lots

LOS BANOS, CA
Project progress stage: DESIGN

11/5/2018

ITEM DESCRIPTION	UNIT	QUANT.	UNIT COST	AMOUNT
A. SITE PREPARATION				
1 SITE CLEARING	LS	1	\$1,500.00	\$1,500.00
2 EROSION CONTROL	LS	1	\$2,000.00	\$2,000.00
SUB-TOTAL				\$3,500.00
B. WATER				
1 10" WATER	LF	1070	\$20.00	\$21,400.00
2 10" WATER VALVE	LF	2	\$2,000.00	\$4,000.00
3 HYDRANT, BURY & GATE VALVE	EA	4	\$2,000.00	\$8,000.00
4 CONNECT TO EX. WATER MAIN	EA	1	\$1,500.00	\$1,500.00
5 HOUSE SERVICE INCLUDING METER BOX	EA	32	\$300.00	\$9,600.00
SUB-TOTAL				\$44,500.00
C. SANITARY SEWER				
1 8" SEWER MAIN	LF	1,100	\$19.00	\$20,900.00
2 STD. SEWER MANHOLE	EA	3	\$2,000.00	\$6,000.00
3 4" STD. LATERAL	EA	32	\$250.00	\$8,000.00
4 CONNECT TO EX. SEWER MANHOLE	EA	1	\$1,000.00	\$1,000.00
SUB-TOTAL				\$35,900.00
D. STORM DRAINAGE				
1 12" STORM DRAIN	LF	72	\$18.00	\$1,296.00
2 15" STORM DRAIN	LF	538	\$21.00	\$11,298.00
3 36" STORM DRAIN	LF	333	\$39.00	\$12,987.00
4 STD. MANHOLE	EA	4	\$2,000.00	\$8,000.00
5 CATCH BASIN	EA	4	\$1,450.00	\$5,800.00
6 CONNECT TO EX. STORM DRAIN	EA	1	\$1,000.00	\$1,000.00
SUB-TOTAL				\$40,381.00
E. CONCRETE				
1 6" VERTICAL CURB & GUTTER (INCL. RETURNS & DRIVEWAYS)	LF	1,760	\$13.00	\$22,880.00
2 ROLLED CURB & GUTTER	LF	255	\$14.00	\$3,570.00
3 SIDEWALK (INCL. RAMPS, RETURNS & DRIVEWAYS)	SF	13,680	\$3.00	\$41,040.00
4 WHEEL CHAIR RAMP (LABOR ONLY)	EA	2	\$800.00	\$1,600.00
SUB-TOTAL				\$69,090.00

p:209.571.1765 | f:209.571.2466

Probable Cost Estimate

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F. PAVING

1	2.5" A.C. OVER 10" A.B.	SF	31,272	\$2.80	\$87,561.60
2	SAWCUT	LF	60	\$2.00	\$120.00
3	REMOVE PAVEMENT	SF	56	\$0.50	\$28.00

SUB-TOTAL \$87,709.60

G. ELECTROLIERS

1	ELECTROLIERS	EA	3	\$2,500.00	\$7,500.00
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SUB-TOTAL \$7,500.00

H. MISCELLANEOUS

1	R-1 STOP SIGN W/ STREET SIGN	EA	1	\$350.00	\$350.00
2	STREET SIGN	EA	1	\$250.00	\$250.00
3	MONUMENT WELLS	EA	3	\$300.00	\$900.00

SUB-TOTAL \$1,500.00

Construction Total \$290,080.60

10% CONSTRUCTION CONTINGENCY \$29,008.06

GRAND TOTAL \$319,088.66

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

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Probable Cost Estimate

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O'Dell Engineering

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. Drought 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 Villalta and City Council Members

FROM: Stacy Souza Elms, Community and Economic Development Director 

DATE: April 15, 2020

TYPE OF REPORT: Consent Agenda

SUBJECT: Budget Amendment to the Community and Economic Development Department for Senate Bill 2 Planning Grant

Recommendation:

Staff recommends the City Council adopt a resolution to amend the Fiscal Year 2019-2020 budget to increase the appropriations limit for expenditures and revenues for the Senate Bill 2 (SB2) Planning Grant.

Background:

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the State's housing shortage and high housing costs. Specifically, it included the Building Homes and Jobs Act (SB2, 2017), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. In the first year, revenues from the fee are being directed into two, State-administered programs: 1) a planning grant fund towards homeless programs; and 2) in subsequent years, funding will be directed toward locally-administered affordable housing and State-administered housing programs.

This report and proposed resolution addresses the Year 1 Planning Grant funds. The Planning Grant provides funding and technical assistance to all local governments in California to help cities and counties prepare, adopt, and implement plans and process improvements that streamline housing approvals and accelerate housing production.

Funding is to help cities and counties:

- Accelerate housing production;
- Streamline the approval of housing development affordable to owner and renter households at all income levels;
- Facilitate housing affordability, particularly for lower and moderate income households;
- Promote development consistent with the State Planning Priorities (Government Code Section 65041.1); and
- Ensure geographic equity in the distribution and expenditure of the funds.

On November 20, 2019, the City Council adopted Resolution No. 6160 authorizing staff to apply for SB2 Planning Grant Program Funds for a maximum of \$160,000 to utilize funds towards the 2040 General Plan Update Program Environmental Impact Report (EIR) to help streamline residential building permits. In March 2020, the City was notified of award of the Planning Grant.

Fiscal Impact:

The SB2 Planning Grant will increase Expenditures in Fiscal Year 2019-2020 by \$24,000 to account 296-463-110-238 (Technical Services). Revenues in Fiscal Year 2019-2020 will increase by \$24,000 to account 296-000-334-010 (State Grant). The remaining \$136,000 of the grant will be utilized in Fiscal Year 2020-2021. The utilization of the Planning Grant Program will reimburse the General Fund for expenses related to the EIR with no match requirements.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING THE 2019-2020 FISCAL YEAR BUDGET IN THE AMOUNT OF \$24,000 AS IT PERTAINS TO REVENUES AND EXPENDITURES FOR SB2 PLANNING GRANT

WHEREAS, the City of Los Banos was awarded a Planning Grant from the Department of Housing and Development (HCD) in the amount of \$160,000; and

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

WHEREAS, the proposed budget increase is \$24,000 in revenues to account 296-000-334-010 (State Grant); and

WHEREAS, the proposed budget increase is \$24,000 in expenditures to account 296-463-110-238 (Technical Services).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby amend the 2019-2020 Fiscal Year Budget to include an increase of \$24,000 in revenues (296-000-334-010) and \$24,000 in expenditures (296-463-110-238).

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the ____ day of _____ 20__, by Council Member _____ who moved its adoption, which motion was duly seconded by Council Member _____ and the Resolution adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members
FROM: Alex Terrazas, City Manager
DATE: April 15, 2020
TYPE OF REPORT: Consent
SUBJECT: Continuation of Existence of Local Emergency COVID - 19

RECOMMENDATION

Adopt Resolution No. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS CONTINUING THE DECLARATION OF THE EXISTENCE OF A LOCAL EMERGENCY WITHIN THE CITY OF LOS BANOS (COVID-19)

BACKGROUND

The Coronavirus Disease 2019 (COVID-19), a severe acute respiratory illness caused by a novel (new) coronavirus was first detected in Wuhan, Hubei Province, People's Republic of China and the first case was reported on December 31, 2019, in China. Cases of COVID-19 are now being reported internationally outside of China including the United States.

Coronaviruses are a large group of viruses that are common among animals and humans. This novel coronavirus that causes COVID-19 is a newly discovered coronavirus that has not been previously detected in animals or humans. The source of this virus is not yet known.

Symptoms of the virus include fever, cough, and shortness of breath, and infected individuals have experienced a range of outcomes, from mild sickness to severe illness and death.

There is currently no vaccine to prevent COVID-19. The best way to prevent illness is to avoid being exposed to this virus. The virus is thought to spread mainly from person-to-person between people who are in close contact with one another (within about 6 feet). This occurs through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. Older adults and people who have severe underlying chronic medical conditions like heart or lung disease or diabetes seem to be at higher risk for developing more serious complications from COVID-19 illness.

Chronology of events:

- On January 27, 2020 the Merced County Public Health Department Operations Center was opened in order to prepare for the potential of COVID-19 in and around our community.
- On January 30, 2020, the World Health Organization (WHO) declared the COVID-19 outbreak a Public Health Emergency of International Concern, and on January 31, 2020, the United States Secretary of Health and Human Services declared a Public Health Emergency to aid the nation in responding to COVID-19.
- On February 26, 2020, the Centers for Disease Control and Prevention (CDC) confirmed the first case of local person-to-person transmission of COVID-19 in the United States, and this case raises the possibility of community transmission occurring in the general public.
- On March 4, 2020 Governor Gavin Newsome proclaimed a state of emergency to exist in California; and
- On March 11, 2020 the World Health Organization (WHO) characterized COVID-19 as a pandemic, and as of March 12, 2020, the WHO has reported approximately 80,981 confirmed cases of COVID-19 in China. An additional 44,067 cases have been confirmed across 117 countries. More than 3,173 people have died from the virus, including 1,440 outside of China.
- On March 12, 2020 Governor Gavin Newsom issued a new executive order further enhancing California's ability to respond to the COVID-19 pandemic; and.

- On March 13, 2020, the President of the United States declared a national emergency in response to COVID-19 and that the federal government would make \$50 billion in emergency funding to assist state and local governments in preventing the spread of and addressing the effects of COVID-19.
- On March 13, 2020 the City of Los Banos activated its Emergency Operation Center to support ongoing emergency actions in response to the spread of COVID-19.
- The Health Officer for the County of Merced has indicated that community transmission will become the more likely mode of transmission and on March 13, 2020 declared that the imminent introduction of COVID-19 to Merced County is a threat to the public health and declared a local health emergency.
- On March 13, 2020 the Merced County Director of Emergency Services proclaimed a local emergency to exist throughout Merced County.
- On March 17, 2020 the City Manager as the City's Director of Emergency Services declared a local emergency.
- On March 18, 2020 the on March 18, 2020, the City Council adopted Resolution No. 6190 ratifying and confirming the declaration of a local emergency by the City Manager as the Director of Emergency Services.
- As of April 7, 2020, there are thirty four (34) confirmed cases of COVID-19 in Merced County and one (1) reported death. In the State of California as of April 7, 2020, there are fifteen thousand eight hundred seventy five (15,875) confirmed cases, and three hundred seventy four (374) deaths; among neighboring counties, there are twelve hundred eighty five (1,285) confirmed cases reported in Santa Clara County, twenty eight (28) confirmed cases in Madera County, one hundred forty six (146) confirmed cases in Fresno County, and thirty one (31) confirmed cases in San Benito County, ninety (90) confirmed cases in Stanislaus County, and two hundred twenty three (223) confirmed cases in San Joaquin County.

DISCUSSION

Staff is recommending that the City Council continue the Proclamation of the City Manager declaring the existence a local emergency pursuant to California Government Code Section 8630, in order to ensure appropriate resources and funding are available to the City in its response to the growing concern of COVID-19. Section 8630 requires that the City Council confirm the continuing existence of the local emergency every sixty (60) days.

The City of Los Banos has a population of over 40,000 residents with two (2) state highways intersecting the City and has a large daily commuter population, resulting in high volumes of residents and visitors traveling within and across the City's borders posing an imminent threat of person to person transmission.

The threat has begun to materialize in the City of Los Banos with a significant increase in the number of infections, the City's ability to mobilize local resources, coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and seek future reimbursement by the State and Federal governments will be critical to successfully responding to COVID-19.

Section 8630 requires that the City Council confirm the continuing existence of the local emergency every sixty (60) days. The continuation of the proclamation and declaration of local emergency allows the City continue to streamline communication, increase coordination/collaboration among City and County staff as well as other political subdivisions, provide or receive mutual aid from other jurisdictions, and allows for the exercise of powers that can be used to address the emergency.

FISCAL IMPACT

There is no fiscal impact associated with this specific item. However, declaring a state of emergency may allow state/federal reimbursements as described above.

Reviewed by:



Alex Terrazas, City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS
CONTINUING THE DECLARATION OF THE EXISTENCE OF A LOCAL
EMERGENCY WITHIN THE CITY OF LOS BANOS (COVID-19)**

WHEREAS, California Government Code Section 8630 provides that a local emergency may be proclaimed by the governing body of a city; and

WHEREAS, on March 17, 2020, the City Manager as the City's Director of Emergency Services proclaimed/declared a local emergency, finding that that conditions of extreme peril to the safety of persons and property had arisen within the City of Los Banos and that these conditions were likely to be beyond the control of the services, personnel, equipment, and facilities of the City of Los Banos; and,

WHEREAS, on March 18, 2020, the City Council of the City of Los Banos adopted Resolution No. 6190 ratifying and confirming the aforementioned proclamation/declaration of a local emergency by the City Manager as the Director of Emergency Services; and

WHEREAS, Government Code Section 8630 requires that the City Council review the need for continuing the local emergency at least every sixty (60) days; and

WHEREAS, the COVID -19 pandemic and associated emergency conditions are of an ongoing nature warranting the need to continue the declaration of the existence of a local emergency within the City of Los Banos.

NOW, THEREFORE, the City Council of the City of Los Banos, does hereby resolve as follows:

- 1 All of the above recitals are true and correct; and
2. The conditions of extreme peril to the safety of persons and property continue to exist within the City of Los Banos, caused by the effects of COVID-19; and
3. The aforementioned conditions of extreme peril warrant and necessitate the continuance of the proclamation/declaration of the existence of a local emergency by the City's Director of Emergency Services as ratified and confirmed by the City Council on March 18, 2020; and.
4. The City Council has reviewed the need for continuing the proclamation/declaration of local emergency and finds based upon substantial evidence that the public interest and necessity require the continuance of the proclamation/declaration of local emergency; and

5. The City Council does hereby proclaim and declare an extension and continuation of the proclamation/declaration of the existence of a local emergency by the City's Director of Emergency Services as ratified and confirmed by the City Council on March 18, 2020 in accordance with California Government Code Section 8630; and

6. It is hereby further resolved, proclaimed, declared, and ordered that all actions taken by and orders of the City Manager or designee as the City's Director of Emergency Services and the Fire Chief who is delegated the authority under the Los Banos Municipal Code, in response to the local emergency as authorized by State law, by local ordinances, and resolutions and by the City of Los Banos Emergency Operations Plan are hereby ratified and confirmed; and

7. It is hereby further resolved, proclaimed, declared and ordered that this local emergency shall be deemed to continue to exist until its termination is declared by the City Council of the City of Los Banos.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 15th day of April 2020, by Council Member _____ who moved for its adoption, which motion was duly seconded by Council Member _____, and the Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta & City Council Members
FROM: Sonya Williams, Finance Director
DATE: April 15, 2020
SUBJECT: Designation of Applicant's Agent Resolution for Non-State Agencies
TYPE OF REPORT: Consent Agenda

Recommendation:

Staff recommends that Council adopt a Resolution Designating Applicant's Agent for the Purposes of Obtaining State and Federal Disaster Assistance and Emergency Preparedness Grants.

Background:

The City of Los Banos is eligible for financial assistance under either Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or the California Disaster Assistance Act.

In order to be eligible for these funds, a properly executed and certified California Office of Emergency Services (Cal OES) Form 130, "Designation of Applicant's Agent Resolution for Non-State Agencies," must be on file with Cal OES. Additionally, this resolution is required in order for the City to be an eligible sub-recipient of post-disaster state and/or federal recovery assistance.

Discussion:

The California OES Form 130 authorizes the City Manager, the Finance Director and the Human Resource Director to execute documents needed to obtain state and/or federal grants tied to emergency preparedness as well as post-disaster recovery assistance. This document would remain in effect for three years at which time it must be updated and refiled to continue the City's eligibility for emergency preparedness grants and recovery assistance.

Fiscal Impact:

By executing this form and adopting the resolution, designating the Applicant's Agent will enable the City to apply for reimbursement funding for current and future disasters.

Additionally, by keeping a current resolution on file with the California Office of Emergency Services, the City will remain eligible for both future preparedness grants as well as post-disaster state and/or federal recovery assistance.

Reviewed by:

A handwritten signature in black ink, appearing to read 'Alex Terrazas', is written over a horizontal line.

Alex Terrazas
City Manager

Attachments:

Resolution

Cal OES 130 – Exhibit A

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF LOS BANOS DESIGNATING
APPLICANT'S AGENT FOR THE PURPOSE OF OBTAINING STATE
AND FEDERAL DISASTER ASSISTANCE AND EMERGENCY
PREPAREDNESS GRANTS**

WHEREAS, the California Office of Emergency Services has advised that recovery of state and/or federal financial assistance under either Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or the California Disaster Assistance Act necessitates a properly executed Designation of Applicant's Agent Resolution for Non-State Agencies (Exhibit A); and

WHEREAS, adoption of this resolution will ensure compliance with the requirements set forth above and will facilitate recovery of any federal and/or state financial assistance due for current or future events.

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

Section 1. That the City Manager or, the Finance Director or, the Human Resource Director is hereby authorized to execute for and on behalf of the City of Los Banos, the application and to file it with the California Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 and/or state financial assistance under the California Disaster Assistance Act.

Section 2. That the City of Los Banos, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide the assurances and agreements required to the California Office of Emergency Services for all matters pertaining to such disaster assistance.

Section 3. The City Clerk is hereby directed to obtain the required signatures and forward this resolution together with the signed Exhibit A entitled "Designation of Applicant's Agent Resolution for Non-State Agencies", to the California Office of Emergency Services.

The foregoing resolution was introduced at a regular meeting of the Los Banos City Council held on the 15th day of April 2020, by Council Member _____ who moved for its adoption, which motion was duly seconded by Council Member _____, and the Resolution was adopted by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**DESIGNATION OF SUBRECIPIENT'S AGENT RESOLUTION
Hazard Mitigation Grant Program and Pre-Disaster Mitigation Program**

BE IT RESOLVED BY THE City Council OF THE City of Los Banos
(Governing Body) (Name of Applicant)

THAT City Manager OR
(Title of Authorized Agent)
Finance Director OR
(Title of Authorized Agent)
Human Resource Director
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Los Banos, a public entity
(Name of Subrecipient)
established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Service.
for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief
and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the City of Los Banos, a public entity established under the laws of the State of California,
(Name of Subrecipient)
hereby authorizes its agent(s) to provide to the California Governor's Office of Emergency Service for all matters pertaining to such state
disaster assistance the assurances and agreements required.

Please check the appropriate box below:

- This is a universal resolution and is effective for all open and futures Disasters/Grants up to three (3) years following the date of approval below.
- This is a Disaster/Grant specific resolution and is effective for only Disaster/Grant name/number(s) _____

Passed and approved this 15th day of April, 2020

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, _____, duly appointed and _____ of
(Name) (Title)
_____, do hereby certify that the above is a true and correct copy of a
(Name of Applicant)

Resolution passed and approved by the _____ of the _____
(Governing Body) (Name of Applicant)

on the _____ day of _____, 20__.

(Signature) (Title)

Cal OES Form 130 **Instructions**

A new Designation of Applicant's Agent Resolution is required if the previously submitted document is older than three (3) years from the last date of Board/Council approval.

When completing the Cal OES Form 130, Subrecipients should fill in the blanks on page 1. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the individual or group responsible for appointing and approving the Authorized Agents. Examples include: Board of Directors, City Council, Board of Supervisors, etc.

Name of Subrecipient: This is the official name of the non-profit, agency, city, county or special district that has applied for the grant. Examples include: City of Sacramento; Sacramento County; or Los Angeles Unified School District.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Service regarding grants applied for by the subrecipient. There are two ways of completing this section:

1. **Titles Only:** If the Governing Body so chooses, the titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by a cover letter naming the Authorized Agents by name and title. This cover letter can be completed by any authorized person within the agency (e.g.; City Clerk, the Authorized Agent, Secretary to the Director) and does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names and titles of the Authorized Agents should be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document or their title changes.

Governing Body Representative: These are the names and titles of the approving board members. Examples include: Chairman of the Board, Superintendent, etc. The names and titles cannot be one of the designated Authorized Agents.

Certification Section:

Name and Title: This is the individual that was in attendance and recorded the Resolution creation and approval. Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person cannot be one of the designated Authorized Agents to eliminate "Self Certification."



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: April 15, 2020

TYPE OF REPORT: Consent Agenda Item

SUBJECT: Adoption of an Ordinance Amending the California Public Employees' Retirement System (CalPERS) Contract as it Pertains to Local Safety Members (Police & Fire) and Cost Sharing of Pension

Recommendation:

Staff recommends that City Council adopt Ordinance No. 1183, which authorizes an amendment to the Contract between the City of Los Banos and the Board of Administration of the CalPERS to Implement Section 20516 (Employees sharing additional pensions costs) for Local Safety Members (Police & Fire).

Discussion:

At the March 18, 2020 City Council Meeting, City Council Resolution No. 6189 – Intention to Approve an Amendment to Contract between the Board of Administration CalPERS and the City of Los Banos as it Pertains to Local Safety Members (Police & Fire) was adopted, as well as the introduction of Ordinance No. 1183 - Authorizing an amendment to the Contract between the City of Los Banos and the Board of Administration of the CalPERS to Implement Section 20516 (Employees sharing additional pensions costs) for Local Safety Members (Police & Fire).

The current Local Safety Members (Police & Fire) collective bargaining agreements with the Los Banos Police Officers Association, Los Banos Police Sergeants Association and

the Los Banos Fire Fighters Association contain negotiated provisions which require 1st and 2nd Tier pension bargaining unit members to pay an additional three percent (3%) of the employer's contribution towards CalPERS in addition to the employee. Local Public Safety Member (Police & Fire) PEPRA (Public Employees' Pension Reform Act) employees are already paying a higher than twelve percent (12%) employer contribution so they are not affected by this increase.

CalPERS requires an election of members, and the adoption of an Ordinance to officially amend member retirement contributions for Local Safety Members (Police & Fire).

California Government Code Section 20516 authorizes a contracting agency (City) and its employees to agree, in writing, to share the costs of the employer contribution. The cost sharing also applies to non-represented Local Safety Members (Police & Fire), i.e. Police Chief, Police Commanders, Fire Chief, Assistant Fire Chief. Many cities over the years across California have amended their contracts with CalPERS in the same manner. This staff report and adoption of an Ordinance to share the costs of the employer contribution is in accordance with California Government Code Section 20516, with the exact percentage of member contributions being specified in all ratified City of Los Banos collective bargaining agreements with Local Safety Members (Police & Fire Safety).

The chart below reflects the members' current retirement contribution and amended retirement contribution:

Member	Hired	Current Contribution	Amended Contribution
Public Safety 1 st Tier 3% @ 50	Before Jan. 1, 2011	9%	12%
Public Safety 2 nd Tier 3% @ 55	After Jan. 1, 2011	9%	12%

Before the final adoption of the Ordinance, Government Code Section 20474 requires an election of member employees by secret ballot. At least twenty (20) days must pass between the approval of the Resolution (*March 18, 2020*) of Intention and adoption of the final adoption of the Ordinance (*April 15, 2020*). The contract cannot be amended if a majority of the affected members vote to disapprove the amendment.

The eligible Local Public Safety Members (Police & Fire) were notified and given a copy of City Council Resolution No. 6189 – Intention to Approve an Amendment to Contract between the Board of Administration CalPERS and the City of Los Banos as it Pertains to Local Safety Members (Police & Fire) employees will be notified of this Resolution, which includes a summary of the changes in retirement contributions. This notification included an announcement of the election and a secret ballot.

The results of the secret ballot election are as follows:

<u>Police</u>	Yes: 21	No: 0	(27 eligible voting members)
<u>Fire</u>	Yes: 6	No: 2	(14 eligible voting members)

Certification of the approval City Council Resolution No. 6189, election results, and adoption of the Ordinance No. 1183 will be provided to CalPERS.

Fiscal Impact:

The employer retirement contribution percentage will decrease by three percent (3%) and this decrease has already been reflected in the Fiscal Year Budgets since 2016/2017. This is just a formality in accordance with CalPERS requirements in order to amend the contract.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Ordinance No. 1183 / Contract Amendment
Resolution No. 6189



California Public Employees' Retirement System
 Financial Office | Pension Contracts and Prefunding Programs Division
 P.O. Box 942703, Sacramento, CA 94229-2703
 888 CalPERS (or 888-225-7377) | TTY: (877) 249-7442 | www.calpers.ca.gov

Certification of Employee Election

I hereby certify that the following employees of the City of Los Banos have expressed their approval or disapproval of said agency's intention to amend its contract to provide Section 20516 (Employees Sharing Additional Cost) of 3% for classic local safety members on the basis described in the Resolution of Intention adopted by said agency's governing body on MARCH 18, 2020, in such manner as to permit each employee to separately and secretly express his choice and that the outcome of such election was as follows:

	Number of employees eligible to vote	Number of votes approving said participation	Number of votes disapproving said participation
Local Police Officers as defined in section 20425	<u>27</u>	<u>21</u>	<u>0</u>
Local Fire Fighters as defined in section 20433	<u>14</u>	<u>6</u>	<u>2</u>

Lucille L. Mallonee

LUCILLE L. MALLONEE
 Clerk or Secretary

April 9, 2020

Date

(Amendment)

PERS-CON-15 (Rev. 1/09/19)

ORDINANCE NO. 1183

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING AN AMENDMENT TO THE CONTRACT BETWEEN THE CITY OF LOS BANOS AND THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM TO IMPLEMENT SECTION 20516 (EMPLOYEES SHARING ADDITIONAL PENSION COSTS) FOR LOCAL SAFETY MEMBERS (POLICE & FIRE)

THE CITY COUNCIL OF THE CITY OF LOS BANOS DOES ORDAIN AS FOLLOWS:

Section 1. Purpose: That an amendment of the contract between the City of Los Banos and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked "Exhibit A," and by such reference made a part hereof as though herein set out in full.

Section 2. Execution: The Mayor of the City of Los Banos is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

Section 3. Effective Date: This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

Introduced by Council Member Lewis and seconded by Council Member Johnson-Santos on the 18th day of March, 2020.

Passed on the ____ day of April, 2020 by the following vote:

AYES:
NOES:
ABSENT:

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



Exhibit A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Los Banos

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1957, and witnessed October 16, 1957, and as amended effective July 1, 1959, June 1, 1973, October 1, 1977, April 1, 1981, December 1, 1988, July 1, 1990, August 1, 1997, July 1, 1998, May 1, 2002, June 16, 2002 and January 1, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective January 1, 2011, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to January 1, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after January 1, 2011, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to January 1, 2011, age 55 for classic local safety members entering membership for the first time in the safety classification after January 1, 2011 and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1957 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after June 16, 2002 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after June 16, 2002 and not entering membership for the first time in the miscellaneous classification after January 1, 2011 shall be determined in accordance with Section 21354.5 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.7% at age 55 Modified and Full).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after January 1, 2011 shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified and Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to January 1, 2011 shall be determined in accordance with Section 21362.2 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 50 Modified).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after January 1, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 55 Modified).

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members and classic local safety members entering membership on or prior to January 1, 2011.
 - c. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - d. Section 20965 (Credit for Unused Sick Leave).
 - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
 - f. Section 21024 (Military Service Credit as Public Service) for local safety members only.
 - g. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified and Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after January 1, 2011.

Section 21363.1 (3% @ 55 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local safety members entering membership for the first time with this agency in the safety classification after January 1, 2011.
 - ★ h. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 3% for classic local safety members.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1981. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF LOS ANGELES

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk

RESOLUTION NO. 6189

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS OF INTENTION TO APPROVE AN AMENDMENT TO CONTRACT BETWEEN THE BOARD OF ADMINISTRATION CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM AND THE CITY OF LOS BANOS AS IT PERTAINS TO LOCAL SAFETY MEMBERS (POLICE & FIRE)

WHEREAS, the Public Employees' Retirement Law permits the participation of public agencies and their employees in the Public Employees' Retirement System (CalPERS) by execution of a contract, and sets forth the procedure by which said public agencies may elect to subject themselves and their employees to amendments to said Law; and

WHEREAS, one of the steps in the procedures to amend this contract is the adoption by the governing body of the public agency of a Resolution giving notice of its intention to approve an amendment to said contract, which resolution shall contain a summary of the change proposed in said contract; and

WHEREAS, the following is a statement of the proposed change:

To provide Section 20516 (Employee Sharing Additional Cost) of three percent (3%) for 1st and 2nd Tier Classic Local Safety Members (Police & Fire).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby give notice of intention to approve an amendment to the contract between the City of Los Banos and the Board of Administration of the Public Employees' Retirement System, a copy of said amendment being attached hereto, as a "Exhibit A" and by this reference made a part hereof.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 18th day of March 2020, by Council Member Lewis who moved its adoption, which motion was duly seconded by Council Member Johnson-Santos and the Resolution was adopted by the following vote:

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

APPROVED:


Michael Villalta, Mayor

ATTEST:


Lucille L. Mallonee, City Clerk



Exhibit A

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Los Banos

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective November 1, 1957, and witnessed October 16, 1957, and as amended effective July 1, 1959, June 1, 1973, October 1, 1977, April 1, 1981, December 1, 1988, July 1, 1990, August 1, 1997, July 1, 1998, May 1, 2002, June 16, 2002 and January 1, 2011 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 16 are hereby stricken from said contract as executed effective January 1, 2011, and hereby replaced by the following paragraphs numbered 1 through 18 inclusive:
1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for classic local miscellaneous members entering membership in the miscellaneous classification on or prior to January 1, 2011, age 60 for classic local miscellaneous members entering membership for the first time in the miscellaneous classification after January 1, 2011, age 62 for new local miscellaneous members, age 50 for classic local safety members entering membership in the safety classification on or prior to January 1, 2011, age 55 for classic local safety members entering membership for the first time in the safety classification after January 1, 2011 and age 57 for new local safety members.

2. Public Agency shall participate in the Public Employees' Retirement System from and after November 1, 1957 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorney fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Any dispute, disagreement, claim, or proceeding (including without limitation arbitration, administrative hearing, or litigation) between Public Agency and its employees (or their representatives) which relates to Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than such employees' existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).

5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:

NO ADDITIONAL EXCLUSIONS

6. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment before and not on or after June 16, 2002 shall be determined in accordance with Section 21354 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 55 Modified and Full).
7. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local miscellaneous member in employment on or after June 16, 2002 and not entering membership for the first time in the miscellaneous classification after January 1, 2011 shall be determined in accordance with Section 21354.5 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2.7% at age 55 Modified and Full).
8. The percentage of final compensation to be provided for each year of credited current service as a classic local miscellaneous member entering membership for the first time in the miscellaneous classification after January 1, 2011 shall be determined in accordance with Section 21353 of said Retirement Law subject to the reduction provided therein for Federal Social Security (2% at age 60 Modified and Full).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a new local miscellaneous member shall be determined in accordance with Section 7522.20 of said Retirement Law (2% at age 62 Supplemental to Federal Social Security).
10. The percentage of final compensation to be provided for each year of credited prior and current service as a classic local safety member entering membership in the safety classification on or prior to January 1, 2011 shall be determined in accordance with Section 21362.2 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 50 Modified).
11. The percentage of final compensation to be provided for each year of credited current service as a classic local safety member entering membership for the first time in the safety classification after January 1, 2011 shall be determined in accordance with Section 21363.1 of said Retirement Law subject to the reduction provided therein for Federal Social Security (3% at age 55 Modified).

12. The percentage of final compensation to be provided for each year of credited prior and current service as a new local safety member shall be determined in accordance with Section 7522.25(d) of said Retirement Law (2.7% at age 57 Supplemental to Federal Social Security).
13. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - b. Section 20042 (One-Year Final Compensation) for classic local miscellaneous members and classic local safety members entering membership on or prior to January 1, 2011.
 - c. Sections 21624, 21626 and 21628 (Post-Retirement Survivor Allowance).
 - d. Section 20965 (Credit for Unused Sick Leave).
 - e. Section 20903 (Two Years Additional Service Credit) for local miscellaneous members only.
 - f. Section 21024 (Military Service Credit as Public Service) for local safety members only.
 - g. Section 20475 (Different Level of Benefits). Section 21353 (2% @ 60 Modified and Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local miscellaneous members entering membership for the first time with this agency in the miscellaneous classification after January 1, 2011.

Section 21363.1 (3% @ 55 Modified formula) and Section 20037 (Three-Year Final Compensation) are applicable to classic local safety members entering membership for the first time with this agency in the safety classification after January 1, 2011.
 - ★ h. Section 20516 (Employees Sharing Additional Cost):

From and after the effective date of this amendment to contract, 3% for classic local safety members.

The portion of the employer's contribution that the member agrees to contribute from his or her compensation, over and above the member's normal contribution ("Cost Sharing Percentage"), shall not exceed the Employer Normal Cost Rate, as that rate is defined in the CalPERS Actuarial Valuation for the relevant fiscal year. If the Cost Sharing Percentage will exceed the relevant Employer Normal Cost Rate, the Cost Sharing Percentage shall automatically be reduced to an amount equal to, and not to exceed, the Employer Normal Cost Rate for the relevant fiscal year.

14. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on April 1, 1981. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
15. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
16. Public Agency shall also contribute to said Retirement System as follows:
 - a. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - b. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
17. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

18. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION CITY COUNCIL
PUBLIC EMPLOYEES' RETIREMENT SYSTEM CITY OF LOAS BANOS

BY _____
ARNITA PAIGE, CHIEF
PENSION CONTRACTS AND PREFUNDING
PROGRAMS DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk



City of
Los Banos
At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: April 10, 2020

Re: Notice of Public Hearing

Proposal: Negative Declaration (SCH #20200020445), Tentative Parcel Map #2020-01, Site Plan Review #2016-06, Conditional Use Permit #2020-01, & Conditional Use Permit #2020-02

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Negative Declaration (SCH #2020020445) for OA Holdings No. 1 LLC & MMCG DBR Los Banos LLC, for Tentive Parcel Map #2020-01, Site Plan Review #2016-06, Conditional Use Permit #2020-01, and Conditional Use Permit #2020-02. The proposed project will consist of a Tentative Parcel Map dividing a 1.22 acres parcel into two (2) parcels; Parcel A totaling 0.69 acres and Parcel B totaling 0.53 acres; the development of two (2) commercial retail structures, a 2,500 commercial structure to serve as a quick serve restaurant with a drive through window (Parcel A) and an 800 square foot structure to serve as a quick serve restaurant with a drive through window (Parcel B). The new development will also include a parking lot, landscaping, exterior lighting, and utility improvements to be consistent with the City of Los Banos City Standards. The project will also consist of a Conditional Use Permit for the allowance of the on-sale and on-site consumption of alcohol through a Type 41 Beer and Wine ABC license in conjunction with a bona-fide eating establishment. The other requested Conditional Use Permit will allow for a variation of Highway Commercial Zoning District Sign Standards for a proposed freestanding sign. The proposed project is within the Highway Commercial Zoning District (H-C). The project site is located at 1420 E. Pacheco Boulevard, Assessor Parcel Number: 428-140-030.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, April 22, 2020 at 4:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Rudy Luquin, Associate Planner at City Hall or at (209) 827-2432.

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

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

THE CITY OF LOS BANOS

Rudy Luquin
Associate Planner



City of
Los Banos
At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: April 10, 2020

Regarding: Notice of Public Hearing

Proposal: Mobile Food Vendor Permit #2020-02 – Sergio Buenrostro Sosa
(dba Tacos y Birria La Perla)

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Categorical Exemption from the California Environmental Quality Act (CEQA) and a Mobile Food Vendor Permit #2020-02 to allow the operation of a mobile food vending vehicle on private property for Sergio Buenrostro Sosa dba Tacos y Birria La Perla. The subject property is located within the Highway Commercial Zoning District at 849 West Pacheco Boulevard, more specifically identified as Assessor's Parcel Number: 027-181-011.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, April 22, 2020 at 4:00 p.m. in the Council Chambers of Los Banos City Hall, located at 520 "J" Street, Los Banos, California. Questions regarding the above-referenced item may be directed to Rudy Luquin, Associate Planner, at City Hall or at (209) 827-2432.

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

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THE CITY OF LOS BANOS

Rudy Luquin
Associate Planner