



City of Los Banos

At the Crossroads of California

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

JUNE 3, 2020 – 4:00 PM

**Temporary Public Comment Email Established for the City of Los Banos
City Council Meeting of June 3, 2020 – emails must be received by 4:00 PM:**

The City has established a temporary email address citizens can use to email comments on any agenda item. Any public comments received by June 3, 2020 prior to 4:00 PM will be read aloud during the appropriate time and agenda item.

Public comment during Public Hearings will be taken in real time via email.

Once the Public Hearing is opened, the City Council will pause the meeting in order to receive emails directed at the Public Hearing (up to 250 words) and will read comments into the record after resuming the meeting, as time permits.

Please indicate that comments are for a particular Public Hearing by putting "Public Hearing" in the subject line of the email and the title of the Public Hearing.

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

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

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

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

1. CALL TO ORDER.
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)
Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. PUBLIC FORUM. (Members of the public may address the City Council on the following consent agenda 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.)
6. CONSIDERATION OF APPROVAL OF CONSENT AGENDA. (Items on the Consent Agenda are considered to be routine and will be voted on in one motion unless removed from the Consent Agenda by a City Council Member.)
 - A. Check Register for #222244 – #222429 in the Amount of \$877,256.98.
Recommendation: Approve the check register as submitted.
 - B. Minutes for the May 20, 2020 City Council Meeting.
Recommendation: Approve the minutes as submitted.
 - C. City Council Resolution No. 6218 – Authorizing the City Manager to Execute the Cares Act Airport Grants Agreement as the Sponsor’s Authorized Representative.
Recommendation: Adopt the resolution as submitted.
 - D. City Council Resolution No. 6219 – Authorizing Entering into a Fourth Amendment to Landscape Maintenance Contract Between the City of Los Banos and Ronnys Inc. Which Will Extend the Term Through September 30, 2021 and adding Landscape and Irrigation Services Associated with the Newly Developed Landscape Areas in Districts 14 and 17.
Recommendation: Adopt the resolution as submitted.
 - E. City Council Resolution No. 6220 – Calling and Giving Notice of the Holding of a General Municipal Election to be Held on Tuesday, November 3, 2020, for the Election of Certain Officers as Required by the Provisions of the Laws of the State of California: Mayor “At-Large” for a Full Term of Two (2) Years, a Council Member for District 1 for a Full Term of Four (4) years, and a Council Member for District 4 for a Full Term of Four (4) years.
Recommendation: Adopt the resolution as submitted.

- F. City Council Resolution No. 6221 – Requesting the Board of Supervisors of the County of Merced to Consolidate a General Municipal Election to be Held on Tuesday, November 3, 2020, with the California Statewide General Election to be Held on the Date Pursuant to Section 10403 of the Election Code.

Recommendation: Adopt the resolution as submitted.

7. COVID-19 STATUS UPDATE.

- A. City Council Resolution No. 6222 – Continuing the Declaration of the Existence of a Local Emergency within the City of Los Banos (COVID-19).

Recommendation: Receive staff report and adopt the resolution.

- B. City Council Resolution No. 6223 – Ratifying, in Part, Amending, In Part, and Rescinding in Part, that Certain Executive Order 2020-01, Order of the City Manager of the City of Los Banos in His Capacity as Director of Emergency Services, Date of Order: April 14, 2020.

Recommendation: Receive staff report and adopt the resolution.

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

- A. Public Hearing – To Receive Public Comment and Consideration of the Levy of the Proposed Annual Assessment for the 2020-2021 Fiscal Year for Landscaping and Lighting District Nos. 1-7 and 9-19.

- 1) City Council Resolution No. 6224 – Confirming Diagram, Assessment and Levying Assessments for Landscaping and Lighting District Nos. 1-7 and 9-19 for the 2020-2021 Fiscal Year.

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

9. CONSIDERATION OF ADOPTION OF ORDINANCE NO. 1185 – AMENDING CHAPTER 8 OF TITLE 11 OF THE LOS BANOS MUNICIPAL CODE REGULATING SHOPPING CARTS. **(Second Reading & Adoption)**

Recommendation: Receive staff report, waive the second reading, and adopt the ordinance as submitted.

10. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6225 – APPROVING TO STUDY COMMUNITY CHOICE AGGREGATION (CCA) AND PARTNERSHIP WITH PENINSULA CLEAN ENERGY (PCE) AND AUTHORIZE THE CITY MANAGER TO SIGN AND SUBMIT PG&E DATA FORMS TO CONDUCT A TECHNICAL STUDY/LOAD ANALYSIS.

Recommendation: Receive staff report and adopt the resolution.

11. CONSIDERATION OF NOMINATION TO MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) MEASURE V CITIZENS OVERSIGHT COMMITTEE.

Recommendation: Approve the nomination as submitted.

12. ADVISEMENT OF PUBLIC NOTICES. (One report)

13. CITY MANAGER REPORT.

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

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

15. CITY COUNCIL MEMBER REPORTS.

A. Tom Faria

B. Daronica Johnson-Santos

C. Brett Jones

D. Deborah Lewis

E. Mayor Mike Villalta

16. ADJOURNMENT.

A. Adjourn to 4:00 PM, Thursday, June 4, 2020 in the Council Chambers, 520 J Street, Los Banos, California to Attend a 2020/2021 Fiscal Year Budget Workshop.

B. Adjourn to 4:00 PM, Tuesday, June 9, 2020 in the Council Chambers, 520 J Street, Los Banos, California to Hold an Appeal Hearing Regarding the Decision to Not Grant a Waiver of Transient Occupancy Tax Collected.

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 29th day of May 2020

CK # 222244 - # 222429

06/03/2020

\$ 877,256.98

Bank Reconciliation

Checks by Date

User: jeanchola

Printed: 05/26/2020 - 2:04PM

Cleared and Not Cleared Checks

Print Void Checks



City of
Los Banos
At the Crossroads of California

Check	Check Date	Name	Module Void	Amount
222244	5/15/2020	Advantage Gear, Inc.	AP	9,661.79
222245	5/15/2020	Ameripride Services	AP	929.74
222246	5/15/2020	Animal Damage Management, Inc.	AP	615.00
222247	5/15/2020	Aramark Uniform Ser Inc	AP	576.46
222248	5/15/2020	AT&T Mobility	AP	40.24
222249	5/15/2020	AT&T	AP	1,135.18
222250	5/15/2020	Todd Baker	AP	1,493.00
222251	5/15/2020	BJ's Consumers Choice	AP	202.00
222252	5/15/2020	Borelli Real Estate Service, Inc.	AP	90.00
222253	5/15/2020	Brenntag Pacific Inc	AP	6,031.33
222254	5/15/2020	BSK Associates	AP	1,400.13
222255	5/15/2020	Ca Dept of Justice	AP	940.50
222256	5/15/2020	Caliber Bodyworks, Inc.	AP	2,033.31
222257	5/15/2020	Chabin Concepts, Inc.	AP	2,587.50
222258	5/15/2020	Central Sanitary Supply	AP	371.69
222259	5/15/2020	Clark Pest Control Inc	AP	157.00
222260	5/15/2020	Comcast	AP	10.55
222261	5/15/2020	Copy Shipping Solutions	AP	456.86
222262	5/15/2020	LN Curtis & Sons	AP	1,081.92
222263	5/15/2020	Abril Castillo	AP	65.00
222264	5/15/2020	Department of Transportation	AP	250.00
222265	5/15/2020	Rick Andrew Diaz	AP	920.00
222266	5/15/2020	Docs Towing & Transport, Inc.	AP	230.00
222267	5/15/2020	Double D Towing, LLC	AP	600.00
222268	5/15/2020	Electric Drives Inc	AP	1,168.33
222269	5/15/2020	Elite Team Offices	AP	3,137.91
222270	5/15/2020	Fastenal Company	AP	121.65
222271	5/15/2020	Federal Express Corporation	AP	13.34
222272	5/15/2020	Abel J. Gomes	AP	560.00
222273	5/15/2020	Government Revenue Solutions Holdings I, LLC	AP	750.00
222274	5/15/2020	Grainger Parts Operations	AP	121.16
222275	5/15/2020	Great Valley Supply	AP	161.47
222276	5/15/2020	Hach Company	AP	1,131.61
222277	5/15/2020	Heppner Precision Machine Shop, Inc.	AP	189.33
222278	5/15/2020	Holt of California	AP	1,123.80
222279	5/15/2020	Home Depot	AP	1,553.64
222280	5/15/2020	Charles A. Edler	AP	766.00
222281	5/15/2020	Kalmikov Enterprises, Inc	AP	47.28
222282	5/15/2020	Laboratory Corporation of America Holdings	AP	38.00
222283	5/15/2020	Tim J Law	AP	800.00
222284	5/15/2020	Los Banos Medical Group A Medical Corp.	AP	100.00
222285	5/15/2020	Lucas Business Systems	AP	38.94
222286	5/15/2020	Mark Thomas & company. Inc.	AP	2,338.00
222287	5/15/2020	Marfab Inc	AP	636.34

222288	5/15/2020	Merced Sun Star	AP	960.66
222289	5/15/2020	Barney Meza	AP	1,139.00
222290	5/15/2020	MOO, Inc.	AP	313.31
222291	5/15/2020	NDN International LLC	AP	1,323.84
222292	5/15/2020	The Office City	AP	280.44
222293	5/15/2020	O'Reilly Auto Parts	AP	136.62
222294	5/15/2020	Pitney Bowes Inc	AP	122.93
222295	5/15/2020	Protech Security & Electronics, Inc.	AP	174.00
222296	5/15/2020	R3 Consulting Group	AP	9,635.00
222297	5/15/2020	Razzari Dodge Chrysler Jeep	AP	340.00
222298	5/15/2020	Ronny's Inc.	AP	6,750.00
222299	5/15/2020	Safe T Lite of Modesto, Inc.	AP	3,130.43
222300	5/15/2020	Save Mart Supermarkets	AP	273.84
222301	5/15/2020	Michael Bartholomew	AP	4,050.53
222302	5/15/2020	Sherwin Williams Co	AP	92.44
222303	5/15/2020	Shred-It US JV LLC	AP	137.26
222304	5/15/2020	Soares Lumber & Fence Inc	AP	50.03
222305	5/15/2020	Sorensens True Value	AP	458.78
222306	5/15/2020	Sprint Solutions, Inc.	AP	189.95
222307	5/15/2020	Terryberry Company LLC	AP	310.03
222308	5/15/2020	Terminix Processing Center	AP	113.00
222309	5/15/2020	United Site Services, Inc.	AP	116.09
222310	5/15/2020	Valerie Rodda	AP	155.59
222311	5/15/2020	Pacific Credit Services	AP	34.34
222312	5/15/2020	United Way of Merced County - Cultiva La Salud	AP	250.00
222313	5/15/2020	Westside Water Conditioning	AP	80.82
222314	5/15/2020	Windecker Inc	AP	11,866.06
222315	5/15/2020	CSG Consultants Inc.	AP	62,125.27
222316	5/15/2020	LN Curtis & Sons	AP	11,575.35
222317	5/15/2020	City of Los Banos Escrow Account	AP	1,955.04
222318	5/15/2020	City of Los Banos Utility	AP	20,912.62
222319	5/15/2020	Dispensing Technology Corporation	AP	5,829.94
222320	5/15/2020	Dept of Transportation	AP	6,517.11
222321	5/15/2020	Employment Development Dept	AP	1,992.00
222322	5/15/2020	Ford Motor Credit Company LLC	AP	1,307.85
222323	5/15/2020	Halcyon Creek Inc.	AP	11,500.00
222324	5/15/2020	InfoSend Inc.	AP	11,878.99
222325	5/15/2020	JB Anderson Land Use Planning	AP	5,840.00
222326	5/15/2020	Tim J Law	AP	5,000.00
222327	5/15/2020	Merced County Regional Waste Management Authority	AP	5,003.07
222328	5/15/2020	Merced County Regional Waste Management Authority	AP	82,085.94
222329	5/15/2020	Merced County Regional Waste Management Authority	AP	5,448.07
222330	5/15/2020	Pinnacle Healthcare Medical Group	AP	58.00
222331	5/15/2020	Ranchwood Contractors, Inc.	AP	54,511.95
222332	5/15/2020	SJVAPCD	AP	577.00
222333	5/15/2020	SWRCB Accounting Office	AP	90.00
222334	5/15/2020	Valley Diagnostic & Psychological Services, PC	AP	1,350.00
222335	5/15/2020	Law Offices of William A Vaughn	AP	13,005.00
222338	5/19/2020	Aflac-Customer Service	AP	422.41
222339	5/19/2020	Los Banos Fitness &	AP	386.00
222340	5/19/2020	Los Banos Police Assn	AP	175.00
222341	5/19/2020	Los Banos Police Assn	AP	385.00
222342	5/19/2020	Los Banos Police Assn	AP	805.00
222343	5/19/2020	MassMutual	AP	1,297.09

222344	5/19/2020	MassMutual	AP		3,727.50
222345	5/19/2020	Nationwide Retirement Solutions	AP		3,457.50
222346	5/19/2020	Professional Fire Fighter	AP		720.00
222347	5/19/2020	Public Employees Union, Local One	AP		1,008.30
222348	5/19/2020	State Disbursement Unit	AP		2,190.00
222349	5/19/2020	Vantagepont Transfer Agents - 306797	AP		884.45
222350	5/19/2020	Vantagepoint Transfer Agents - 801838	AP		4,350.00
222351	5/22/2020	Alhambra	AP		213.88
222352	5/22/2020	All Weather Inc	AP		1,900.00
222353	5/22/2020	Ameripride Services	AP		154.29
222354	5/22/2020	Apex Annex Health Center, Inc.	AP		1,830.00
222355	5/22/2020	Aramark Uniform Ser Inc	AP		988.48
222356	5/22/2020	AT&T Mobility	AP		387.94
222357	5/22/2020	AT&T	AP		1,195.93
222358	5/22/2020	AT&T	AP		120.20
222359	5/22/2020	Battery Systems, Inc.	AP		974.71
222360	5/22/2020	Bartel Associates, LLC	AP		3,049.00
222361	5/22/2020	BJ's Consumers Choice	AP		468.00
222362	5/22/2020	Brenntag Pacific Inc	AP		4,145.15
222363	5/22/2020	Bruce's Tire Inc	AP		245.20
222364	5/22/2020	BSK Associates	AP	Void	2,603.54
222365	5/22/2020	Bucher Municipal North America Inc.	AP		1,361.72
222366	5/22/2020	Carrot Top Industries Inc	AP		762.33
222367	5/22/2020	Cen-Cal Air	AP		60.00
222368	5/22/2020	Central Valley Cardiovascular Group Inc.	AP		180.00
222369	5/22/2020	Central Sanitary Supply	AP		522.87
222370	5/22/2020	Comcast	AP		334.40
222371	5/22/2020	Double D Towing, LLC	AP		300.00
222372	5/22/2020	The ABY MFG Group. Inc.	AP		83.50
222373	5/22/2020	Fastenal Company	AP		297.18
222374	5/22/2020	Fast Track Car Wash	AP		73.50
222375	5/22/2020	Federal Express Corporation	AP		14.12
222376	5/22/2020	Foster Bros Security Systems Inc.	AP		53.06
222377	5/22/2020	Golden State Flow Measurement	AP		1,383.70
222378	5/22/2020	Government Revenue Solutions Holdings I, LLC	AP		1,594.72
222379	5/22/2020	Grainger Parts Operations	AP		49.20
222380	5/22/2020	Helena Chemical Co Inc	AP		2,297.90
222381	5/22/2020	Holt of California	AP		470.37
222382	5/22/2020	ICU Technologies Inc.	AP		3,830.76
222383	5/22/2020	Kalmikov Enterprises, Inc	AP		706.61
222384	5/22/2020	Paula Lopez	AP		134.00
222385	5/22/2020	Marfab Inc	AP		722.21
222386	5/22/2020	McCrometer Inc.	AP		26.00
222387	5/22/2020	Merced Sun Star	AP		2,084.54
222388	5/22/2020	Merced Truck & Trailer Inc	AP		391.26
222389	5/22/2020	Barney Meza	AP		920.00
222390	5/22/2020	MOO, Inc.	AP		151.03
222391	5/22/2020	Normac Inc	AP		1,632.48
222392	5/22/2020	North Central Laboratories	AP		236.82
222393	5/22/2020	The Office City	AP		247.53
222394	5/22/2020	OSE	AP		89.56
222395	5/22/2020	O'Reilly Auto Parts	AP		40.22
222396	5/22/2020	Precision Civil Engineering, Inc	AP		8,190.00
222397	5/22/2020	Santos Ford Inc.	AP		79.61

222398	5/22/2020	Save Mart Supermarkets	AP	120.67
222399	5/22/2020	Henry Schein Inc.	AP	239.30
222400	5/22/2020	Michael Bartholomew	AP	972.58
222401	5/22/2020	Sherwin Williams Co	AP	119.07
222402	5/22/2020	Sonitrol	AP	48.97
222403	5/22/2020	Sorensens True Value	AP	252.75
222404	5/22/2020	Sorensens True Value	AP	4.99
222405	5/22/2020	Sprint Solutions, Inc.	AP	987.74
222406	5/22/2020	Stommel, Inc.	AP	429.56
222407	5/22/2020	SWRCB Accounting Office	AP	1,842.00
222408	5/22/2020	Terryberry Company LLC	AP	107.22
222409	5/22/2020	Triangle Rock Products	AP	408.77
222410	5/22/2020	United Textile	AP	302.76
222411	5/22/2020	Yuhua Chen	AP	30.80
222412	5/22/2020	Manuel D. Vaz	AP	97.50
222413	5/22/2020	Verizon Wireless	AP	1,235.03
222414	5/22/2020	West Publishing Corporation	AP	359.77
222415	5/22/2020	Windecker Inc	AP	4,290.30
222416	5/22/2020	Zee Medical Service Co	AP	169.33
222417	5/22/2020	Allied Waste Services #917	AP	290,336.42
222418	5/22/2020	Ascent Aviation Group, Inc.	AP	9,056.54
222419	5/22/2020	CDTFA California Dept. of Tax & Fee	AP	860.00
222420	5/22/2020	Ford Motor Credit Company LLC	AP	3,689.59
222421	5/22/2020	Mary Lou Gilardi	AP	146.79
222422	5/22/2020	Marco Hernandez	AP	190.00
222423	5/22/2020	Merced County Auditor Controller	AP	452.50
222424	5/22/2020	PlaceWorks, Inc.	AP	9,056.87
222425	5/22/2020	Juan Ramirez	AP	1,242.00
222426	5/22/2020	Michael Bartholomew	AP	155.88
222427	5/22/2020	T & T Pavement Markings and Products, Inc.	AP	8,047.50
222428	5/22/2020	US Bank Corp Pymt System	AP	18,543.37
222429	5/22/2020	Westamerica Bank - Cafeteria Plan	AP	58,330.45

Break in check sequence due to the following:
Check #222336 - #222337 (Payroll)

Total Void Check Count:	1
Total Void Check Amount:	2,603.54
Total Valid Check Count:	183
Total Valid Check Amount:	874,653.44
Total Check Count:	184
Total Check Amount:	877,256.98

**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
MAY 20, 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.

CALL TO ORDER: Mayor Villalta called the City Council Meeting to order at the hour of 4:20 p.m.

PLEDGE OF ALLEGIANCE: Police Chief Brizzee 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 Chief Brizzee, 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 has received many comments by email regarding Agenda Item 7 – COVID-19 Status Update. No other comments were received or read into the record and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Council Member Lewis requested that item 6G – City Council Resolution No. 6213 – Accepting the Fire Station 1 and 2 Americans with Disabilities Act (ADA) and “State Streets” Sidewalk Improvement Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder be removed from the Consent Agenda for separate

consideration and approval. Motion by Lewis, seconded by Jones approve the consent agenda as follows: Check Register for #221979 – #222243 in the Amount of \$525,040.34; Minutes for the May 6, 2020 City Council Meeting; City Council Resolution No. 6209 – Approving a Side Letter/Memorandum of Understanding Contract Extension through September 30, 2020 by and between the City of Los Banos and the Los Banos Police Sergeants Association; City Council Resolution No. 6210 – Approving and Adopting Final Tract Map No. 2019-01 Mission Village South Phase 5A and Accompanying Subdivision Improvement Agreement (Stonefield Home, Inc.); City Council Resolution No. 6211 – Authorizing the City Manager to Execute a Measure V Local Funding Agreement with Merced County Association of Governments for the Administration of the Local Projects Funding From Measure V; City Council Resolution No. 6212 – Approving Amendment No. 3 to Professional Services Agreement with CSG Consultants, Inc. for Plan Check and Building Inspection Services for an Additional One (1) Year; ~~City Council Resolution No. 6213 – Accepting the Fire Station 1 and 2 Americans with Disabilities Act (ADA) and “State Streets” Sidewalk Improvement Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder;~~ City Council Resolution No. 6214 – Authorizing Entering into a Second Amendment to Lease Agreement between the City of Los Banos and Marlene Pennington for Rental of the Ranchwood Park Facility for an Additional Five (5) Years. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CITY COUNCIL RESOLUTION NO. 6213 – ACCEPTING THE FIRE STATION 1 AND 2 AMERICANS WITH DISABILITIES ACT (ADA) AND “STATE STREETS” SIDEWALK IMPROVEMENT PROJECT AS COMPLETE AND AUTHORIZING THE FILING OF A NOTICE OF COMPLETION WITH THE MERCED COUNTY RECORDER.

Council Member Lewis spoke to how the residents in the state streets neighborhood finally got the sidewalks they have been waiting for many years and thanked staff for completing this project.

Motion by Lewis, seconded by Jones to approve City Council Resolution No. 6213 – Accepting the Fire Station 1 and 2 Americans with Disabilities Act (ADA) and “State Streets” Sidewalk Improvement Project as Complete and Authorizing the Filing of a Notice of Completion with the Merced County Recorder. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

COVID-19 STATUS UPDATE. City Clerk Mallonee read the many public comments received by email into the record. SHAI HERNANDEZ wrote in support of opening up businesses, particularly the salon industry; GREG & LISA O'BANION wrote in support of opening up businesses; ALICIA ROJAS wrote in opposition to the facemask requirement; ROSA GARCIA wrote in support of opening up churches; NICOLE FLORES wrote in support of opening up small businesses and allowing people to go back to work; ERICA MEZA wrote in support of opening up all businesses; RUSS THOMAS wrote in support of opening up businesses as he needs a professional haircut; NATHAN LEON wrote in support of protecting the constitution of United States

of America and a call for change now that we have flattened the curve; TRACY HAWKINS wrote in opposition to opening up small businesses; MANUEL BERROSPE wrote in opposition of businesses opening back up because it is not safe and he feels Los Banos should open up safely and slowly; MARY SEGURA wrote in opposition of opening up businesses and to be a little more patient and follow the Governor's recommendation; ARLENE CARDOZA wrote in support of opening up small businesses, too many are suffering because of the lockdown order; GENEVA BRETT wrote in support of opening up businesses and directed City Council to lift all orders restricting business; ALYSSHA MCCLENDON wrote in opposition of opening up businesses and spoke to how we need to protect our most vulnerable in the community; LINDA ERICKSON wrote inquiring as to the tents at Pacheco Park that are not 6 feet apart, are they being tested, are the bathrooms being cleaned, and what is the City's ordinance about camping in City parks; BRAD CHAGNON wrote in support of opening up businesses as long as we continue to be smart and safe in our choices and allow the businesses a chance to become whole again; JAMIELEE wrote in support of re-opening Los Banos and to give the residents a chance to prove they can open and go by all the safety guidelines; ANDREA BRANDT wrote in support of the mask order and congratulated the City on getting the Los Banos numbers down; FARREN STEITZ wrote in support of opening up businesses, especially Dance Explosion; JUANA PEREZ, wrote in support of opening small businesses, especially Dance Explosion; JUANA PEREZ wrote in support of allowing the seniors to have their graduation ceremonies; JENNIFER CORREIA & GRACIANO RUBIO, CrossFit ValleyView spoke in support of opening up businesses noting that holding businesses to different standards based on opinion instead of science, data, and objective measures is discriminatory and should have no place within our City; ANNE SANCHEZ wrote in support of opening up businesses; MONICA FLORES wrote in support of opening up businesses especially dance studios; JENAI SCHATZ wrote in support of opening up businesses, especially dance studios; LISA SOUZA wrote in support of opening up businesses and deeming every business and church as essential, we have flattened the curve like you asked us to do and it's time we move forward with life; ALLISON AGUILAR wrote in opposition to opening up businesses and asked the City to not only focus on the economic needs of this community but to please consider the serious public health consequences if we reopen too quickly; ART MORENO wrote inquiring as to his father putting a carport in his driveway and receiving a letter from Code Enforcement telling him to take it down and requested that the City revisit the ordinance regarding carports.

Dr. Salvador Sandoval, MD, MPH, Merced County Health Officer and Rebecca Nanyonjo-Kemp, DrPH, Merced County Director, DOC Incident Commander spoke in great detail to the Coronavirus Disease (COVID-19), which included a power, which included a PowerPoint presentation.

There was Council Member and staff discussion regarding when counties in California may be able to open up other businesses classified as being in Stage 3 of the reopening roadmap and how the State will ultimately decide when it is ready to progress into that next phase.

The City's mandatory use of facemasks while in public facilities was discussed and how it may be a factor in the low number of cases in Los Banos. The County officials were asked why the County does not mandate that same order county-wide for which they stated that use of masks are highly recommended, but that their use cannot be proven as the reason why numbers are so low. They are leaving it up to the individual cities to decide whether they want to have stricter guidelines in their community as not everyone is happy with the idea of having to wear masks.

Council asked the County officials why the big box stores are deemed essential and safer than those small stores that are downtown in our communities or why people can go to the chiropractor but they cannot get their haircut. The County officials spoke to how the big box stores were deemed essential because of the items they sold in their stores such as sanitary products and food. Services such as those a chiropractor provides are deemed necessary services to maintain health. As non-essential businesses start to open up, as long as they follow certain protocols, they are just as safe as the big box stores. The County wishes the terms high risk vs low risk was used rather than essential vs non-essential.

There was discussion regarding the testing site that was supposed to be launched in Los Banos, but the State decided against it in the end. It is believed that certain decisions made in Merced County that went against the State's directives played a role in the site being pulled.

Council expressed their concerns and disappointment in the County not recognizing the fact that the mandatory use of facemasks at public facilities in Los Banos was making a big impact on the number of cases in the City especially due to the fact that a large number of residents commute daily to the Bay Area.

The County officials spoke to the stage 2.5 and how cities will proceed how they choose. However, those businesses and business owners choose to go against the State's directives and are regulated by the State may be punished for their actions such as licenses being revoked or suspended.

Informational item only, no action taken.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF A NEGATIVE DECLARATION (SCH #2020020445) AND 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 FOR OA HOLDINGS NO. 1 LLC & MMCG DBR LOS BANOS LLC (CHIPOTLE), LOCATED AT 1420 E. PACHECO BOULEVARD, APN 428-140-030; CITY COUNCIL RESOLUTION NO. 6215 – APPROVING NEGATIVE DECLARATION (SCH #2020020445) AND APPROVING CONDITIONAL USE PERMIT 2020-02 TO ALLOW FOR THE SALE OF BEER AND WINE UNDER A TYPE 41 ALCOHOL LICENSE FOR CHIPOTLE LOCATED AT 1420 E. PACHECO BOULEVARD, APN 428-140-030. Community &

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

Mayor Villalta opened the public hearing. A short recess was taken to receive public comment by email.

After the five-minute recess, City Clerk Mallonee stated that no comments had been received by email. The applicant representative, Matt Nohr, spoke regarding the project. No one else came forward to speak and the public hearing was closed.

Motion by Faria, seconded by Johnson-Santos to adopt City Council Resolution No. City Council Resolution No. 6215 – Approving Negative Declaration (SCH #2020020445) and Approving Conditional Use Permit 2020-02 to Allow for the Sale of Beer and Wine Under a Type 41 Alcohol License for Chipotle Located at 1420 E. Pacheco Boulevard, APN 428-140-030. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CONSIDERATION OF AN ORDINANCE AMENDMENT REGARDING SHOPPING CARTS; ORDINANCE NO. 1184 – UNCODIFIED URGENCY ORDINANCE AMENDING CHAPTER 8 OF TITLE 11 OF THE LOS BANOS MUNICIPAL CODE REGULATING SHOPPING CARTS; ORDINANCE NO. 1185 – AMENDING CHAPTER 8 OF TITLE 11 OF THE LOS BANOS MUNICIPAL CODE REGULATING SHOPPING CARTS. Community & Economic Development Director Elms presented the staff report, which included a PowerPoint presentation.

There was Council Member and staff discussion regarding the reasoning why an uncodified urgency ordinance was introduced alongside the introduction of an ordinance of the same nature that would be codified. Staff was thanked for all the work that was put into creating this ordinance.

Motion by Lewis, seconded by Jones to waive the reading and adopt Ordinance No. 1184 – Uncodified Urgency Ordinance Amending Chapter 8 of Title 11 of the Los Banos Municipal Code Regulating Shopping Carts. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

Motion by Lewis, seconded by Jones to waive the first reading of Ordinance No. Ordinance No. 1185 – Amending Chapter 8 of Title 11 of the Los Banos Municipal Code Regulating Shopping Carts. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

Motion by Lewis, seconded by Jones to introduce Ordinance No. 1185 – Amending Chapter 8 of Title 11 of the Los Banos Municipal Code Regulating Shopping Carts. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6216 – AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH VANIR CONSTRUCTION MANAGEMENT, INC. FOR PROJECT MANAGEMENT SERVICES FOR THE NEW POLICE DEPARTMENT FACILITIES PROJECT. Public Works Director/City Engineer Fachin presented the staff report.

Motion by Faria, seconded by Johnson-Santos to adopt City Council Resolution No. 6216 – Authorizing the City Manager to Execute a Professional Services Agreement with Vanir Construction Management, Inc. for Project Management Services for the New Police Department Facilities Project. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6217 – AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA THROUGH ITS DEPARTMENT OF TRANSPORTATION (CALTRANS) TO PROVIDE OVERSIGHT IN THE DEVELOPMENT OF THE PROJECT STUDY REPORT – PROJECT DEVELOPMENT SUPPORT (PSR-PDS) FOR THE IMPROVEMENTS ON THE PIONEER ROAD WIDENING PROJECT AT LOCATIONS WHERE CALTRANS HAS JURISDICTION.

Public Works Director/City Engineer Fachin presented the staff report.

Motion by Johnson-Santos, seconded by Faria to adopt City Council Resolution No. 6217 – Authorizing the City Manager to Execute a Cooperative Agreement with the State of California through its Department of Transportation (CalTrans) to Provide Oversight in the Development of the Project Study Report – Project Development Support (PSR-PDS) for the Improvements on the Pioneer Road Widening Project at Locations Where Caltrans has jurisdiction. The motion carried by the following roll call vote: AYES: Faria, Johnson-Santos, Jones, Lewis, Villalta; NOES: None; ABSENT: None.

ADVISEMENT OF PUBLIC NOTICES (No Report).

CITY MANAGER REPORT. City Manager Terrazas stated that it is good to see projects moving forward despite the impact of COVID-19. The City is progressing with other projects behind the scenes even though City offices are closed to the public.

REPORT/UPDATE ON MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) AND MEASURE V COMMITTEE. Mayor Villalta stated that the expansion of the waste site on Billy Wright Road on the Westside is still being worked on. A project study review is also in process for the Pioneer Road expansion project.

BRETT JONES: Council Member Jones inquired as to if the next meeting would be held in the Council Chambers for which Mayor Villalta stated that it would either be held in the Council Chambers or at the Community Center. Other cities are starting to move back to normal procedure.

DEBORAH LEWIS: Council Member Lewis stated that there was a lot on tonight's agenda and that there are a lot of issues surrounding COVID-19. She would like to see all of our businesses opened and doesn't believe any business should be labeled as non-essential. She hopes that the Governor soon realizes how important small businesses are to the communities.

TOM FARIA: Council Member Faria thanked all for their hard work done during these trying times. Hopes all stay safe.

DARONICA JOHNSON-SANTOS: Council Member Johnson-Santos thanked all for their hard work and believes everyone is doing a great job. She asked all to stay safe and stay smart.

MAYOR MICHAEL VILLALTA: Mayor Villalta spoke to how he would like to return to normalcy and hold the next meeting in the Council Chambers or at the Community Center.

ADJOURNMENT. The meeting was adjourned at 7:41 PM.

APPROVED:

Michael Villalta, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members
FROM: Mark Fachin, P.E., Public Works Director/City Engineer
DATE: June 3, 2020

TYPE OF REPORT: Consent Agenda

SUBJECT: CARES Act Airport Grants Approval of Sponsor's Authorized Representative

Recommendation:

That the City Council adopts the Resolution approving that the City Manager acts as the Sponsor's Authorized Representative in executing the CARES Act Airport Grants Agreement.

Background:

The Coronavirus Aid, Relief and Economic Security (CARES) Act of 2020 provided for grants to be given through the Federal Aviation Association (FAA). The purpose of these grants is to provide safe and efficient airport operations by providing funding assistance to help offset a decline in revenues arising from diminishing airport operations and activities as a result of the COVID-19 public health emergency.

Discussion:

On April 22, 2020, the City of Los Banos (Sponsor) submitted to the FAA a CARES Act Airports Grant (grant) Application. The Grant, for a maximum amount of \$30,000, was approved and a CARES Act Airport Grants Agreement (Agreement) has been forwarded to the City of Los Banos.

One of the requirements of the Agreement is to have the City's governing body, the City Council, to provide authority to the individual signing the grant agreement as the Sponsor's Authorized Signature. The Sponsor's Authorized Signature for this CARES Act Airport Grants Agreement is the City Manager.

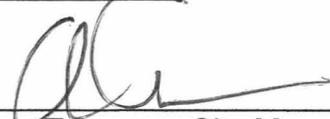
The main elements of the Grant are:

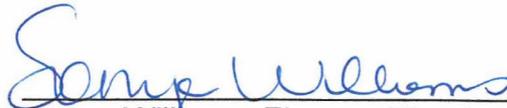
- The amount of the grant is \$30,000.
- The period of performance of this grant is 4 years (1,460 days) from the date of acceptance.
- Allowable costs are any budget item on the airport operations approved budget.
- There is no local financial requirement. The grant is 100% Federally funded.
- Grant is invoiced to the Federal Government as a reimbursement to allowable costs with supporting financial records.

Fiscal Impact:

This grant will provide the Airport Enterprise Account with an amount of \$30,000 to be used to pay for items budgeted in the approved Airport Account 505-435-100. Those items could include insurance costs and electricity & gas costs.

Reviewed by:



Alex Terrazas, City Manager

Sonya Williams, Finance Director

Attachments:

Resolution

CARES Act Grant Transmittal Letter, including CARES Act Airport Grants Agreement

Airport Budget Sheets

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING THE CITY
MANAGER TO EXECUTE THE CARES ACT
AIRPORT GRANTS AGREEMENT AS THE
SPONSOR'S AUTHORIZED REPRESENTATIVE**

WHEREAS, City Staff submitted to the Federal Aviation Administration (FAA) a Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Airport Grants Application dated April 22, 2020 for a grant of Federal funds associated with the Los Banos Municipal Airport; and

WHEREAS, the FAA has approved said Grants Application and provided the City of Los Banos with a CARES Act Airport Grants Agreement for Federal obligation of \$30,000; and

WHEREAS, to enter into this agreement, the City Council of the City of Los Banos, as the governing board, must authorize an individual to execute the Agreement as the Sponsor's Authorized Representative; and

WHEREAS, the City of Los Banos City Council is authorizing the City Manager to execute said Agreement at the Sponsor's Authorized Representative.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute the CARES Act Airport Grants Agreement as the Sponsor's Authorized Representative.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3rd day of June 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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Western-Pacific Region
California

3-06-0140-008-2020
FAA SFO ADO
1000 Marina Blvd.
Suite 220
Brisbane, CA 94005

CARES Act Grant Transmittal Letter

Mr. Alex Terrazas
City Manager
City of Los Banos
411 Madison Avenue
Los Banos, CA 93635

Dear Mr. Terrazas:

Please find the following electronic CARES Act Grant Offer, Grant No. 3-06-0140-008-2020 for Los Banos Municipal. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than June 10, 2020** in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be electronically signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has electronically attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for any purpose for which airport revenues may be lawfully used. CARES grant recipients should follow the FAA's Policy and Procedures Concerning the Use of Airport Revenues ("Revenue Use Policy"), 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330). The Revenue Use Policy defines permitted uses of airport revenue. In addition to the detailed guidance in the Revenue Use Policy, the CARES Act states the funds may not be used for any purpose not related to the airport.

With each payment request you are required to upload directly to Delphi:

- An invoice summary, even if you only paid a single invoice, and
- The documentation in support of each invoice covered in the payment request.

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and
- A narrative report.

The narrative report will summarize the expenses covered by the CARES Act funds and state that all expenses were in accordance with the FAA's Policy and Procedures Concerning the Use of Airport Revenues and incurred after January 20, 2020.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once you have drawn down all funds and uploaded the required documents to Delphi, notify Reginald Dones by email that the grant is administratively and financially closed. Reginald Dones is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Laurie J. Suttmeier
Manager

[ADO has discretion to delegate signature authority to Program Manager]



U.S. Department of Transportation
Federal Aviation Administration

CARES ACT AIRPORT GRANTS AGREEMENT

Part I - Offer

Federal Award Offer Date _____

Airport/Planning Area Los Banos Municipal

CARES Grant Number 3-06-0140-008-2020

Unique Entity Identifier 787908490

TO: City of Los Banos
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application (herein called the "Grant") dated April 22, 2020, for a grant of Federal funds at or associated with the Los Banos Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Grant Application for the Los Banos Municipal Airport, (herein called the "Grant") consisting of the following:

This Grant is provided in accordance with the CARES Act, as described below, to provide eligible Sponsors with funding to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency. CARES Act Airport Grants amounts to specific airports are derived by legislative formula.

The purpose of this Grant is to maintain safe and efficient airport operations. Funds provided under this Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse airport operational and maintenance expenses directly related to Los Banos Municipal Airport incurred no earlier than January 20, 2020. CARES Act Airport Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant will be governed by the same principles that govern "airport revenue." New airport development projects may not be funded

with this Grant unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of funds for the airport development project.

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$30,000.
2. **Period of Performance.** The period of performance shall commence on the date the Sponsor formally accepts this agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs will be 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before June 10, 2020, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.
11. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense for which funds are provided under this Grant. The Sponsor will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement.
15. **Audits for Private Sponsors.** When the period of performance has ended, the Sponsor must provide a copy of an audit of this Grant prepared in accordance with accepted standard audit practices, such audit to be submitted to the applicable Airports District Office.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a “covered transaction” as defined by 2 CFR § 180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
 - B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
 - C. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.
18. **Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
19. **Trafficking in Persons.**
- A. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the award.
 - B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1 of this award term through conduct that is either –
 - a. Associated with performance under this award; or
 - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 2 CFR Part 1200.
3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.
4. Our right to terminate unilaterally that is described in paragraph A of this section:
 - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

20. Employee Protection from Reprisal.

A. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General’s office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:
 - A. House and maintain the equipment in a state of operational readiness on and for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
 - C. Restrict the vehicle to on-airport use only;
 - D. Restrict the vehicle to the use for which it was intended; and
 - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.
2. **Equipment or Vehicle Replacement.** The Sponsor agrees that it will treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.
3. **Off-Airport Storage of ARFF Vehicle.** The Sponsor agrees that it will:
 - A. House and maintain the vehicle in a state of operational readiness for the airport;
 - B. Provide the necessary staffing and training to maintain and operate the vehicle;
 - C. Restrict the vehicle to airport use only;
 - D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;
 - E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and
 - F. Submit a copy of the executed agreement to the FAA.
4. **Equipment Acquisition.** The Sponsor agrees that it will maintain Sponsor-owned and -operated equipment and use for purposes directly related to the airport.
5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
6. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - A. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - B. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - C. The utilities must serve a purpose directly related to the Airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Grant and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

(Signature)

(Typed Name)

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part II of this Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application.

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

Dated

City of Los Banos

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of California. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CARES Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____

By:

(Signature of Sponsor's Attorney)

CARES ACT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act or "the Act"), Public Law 116-136. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant offer by the sponsor, these assurances are incorporated into and become part of this Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. Federal Fair Labor Standards Act — 29 U.S.C. 201, et seq.
- b. Hatch Act — 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 — Section 106 - 16 U.S.C. 470(f).
- e. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- f. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended.
- h. Coastal Zone Management Act, P.L. 93-205, as amended.
- i. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. 4012a.
- j. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- k. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- l. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- m. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- n. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et seq.
- o. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- p. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et seq.
- q. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

- r. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et seq.
- s. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- t. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et seq.
- u. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- v. Single Audit Act of 1984 — 31 U.S.C. 7501, et seq.
- w. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- x. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13788 – Buy American and Hire American
- h. Executive Order 13858 – Strengthening Buy-American Preferences for Infrastructure Projects

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
- j. 49 CFR Part 20 – New restrictions on lobbying.

- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 — Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
- m. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- n. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- o. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- p. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- q. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant

Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

This Grant shall be available for any purpose for which airport revenues may lawfully be used. CARES Act Grant funds provided under this Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums.

8. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Los Banos, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

d. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
- e. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- f. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

City of Los Banos
 Airport
 2019-2020

Account Number	Description	2016-2017 Actual	2017-2018 Actual	2018-2019 Estimated	2019-2020 Adopted
505-435-100-102	Part Time	9,085	4,917	10,100	12,500
505-435-100-120	Benefits	1,089	376	1,401	1,523
	Personnel Services	10,174	5,293	11,501	14,023
505-435-100-201	Ground Maintenance	4,671	1,938	5,500	5,000
505-435-100-205	Facility Maintenance	14,340	7,641	10,000	10,000
505-435-100-231	Professional Services	6,110	0	9,840	60,000
505-435-100-238	Technical Services	10,334	10,635	12,500	14,000
505-435-100-250	Insurance	11,016	11,185	11,461	12,209
505-435-100-252	Communications	974	917	1,400	1,500
505-435-100-260	Office Supplies	417	225	280	350
505-435-100-264	Electricity & Gas	16,843	18,576	19,000	20,300
505-435-100-265	Gasoline & Oil	152,038	190,305	160,000	200,000
	Supplies & Services	216,743	241,421	229,981	323,359
505-435-100-725	Airport Improvements	10,000	0	0	157,900
505-435-100-740	Miscellaneous Equipment	0	0	0	15,000
505-435-100-770	Computer Equipment	0	0	16,601	0
	Capital Outlay	10,000	0	16,601	172,900
505-435-100-821	Principal - Lease/Loans	14,347	0	0	0
505-435-100-881	Interest - Leases/Loans	807	0	0	0
	Interest - Debt Service	15,154	0	0	0
	Total Airport	\$252,072	\$246,714	\$258,083	\$510,282

City of Los Banos
 Airport
 2019-2020

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505-435-100-881	Interest - Leases/Loans	807	0	0	0
	Interest - Debt Service	15,154	0	0	0
	Total Airport	\$252,072	\$246,714	\$258,083	\$510,282

Airport

SERVICES & SUPPLIES

231-PROFESSIONAL SERVICES: Payment of legal services involving hangar rental/leases and land rental/leases and any required tank engineering inspections. Legal fees for relocation of Airport estimated at \$50,000.

238-TECHNICAL SERVICES: Storm water permit fees, operating permit fees, SJVAPCD annual fees and State and County operation fees. Includes the cost to upgrade UHF radio estimated at \$3,100.

265-GASOLINE & OIL: Purchase of Low Lead Fuel and Jet Fuel for resale.

CAPITAL OUTLAY

725-AIRPORT IMPROVEMENTS: Design overlay of runway estimated at \$157,900.

740-MISCELLANEOUS EQUIPMENT: Purchase new Jet A fuel filter system estimated cost \$15,000.



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members

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

DATE: June 3, 2020

TYPE OF REPORT: Consent

SUBJECT: Fourth Amendment to Landscape Maintenance Contract with Ronnys Inc.

Recommendation:

That the City Council adopt the Resolution authorizing the Fourth Amendment of the contract term for one (1) additional year commencing on October 1st, 2020 and terminating September 30, 2021. Commencing on July 1st, 2020 a bi-weekly landscape service will be added to landscape and irrigation services in newly developed landscape areas in District 14 and District 17. Beginning On October 1st, 2020, the total contract price will be increased by 5% or pursuant to the applicable Consumer Price Index, whichever is less using the applicable schedules for the preceding 12 months as the base year.

Background:

The City of Los Banos is currently in a Landscape Maintenance Contract for Parks, Streetscapes, and Planters with Ronnys Inc, which commenced on October 2nd, 2014. This is the fourth amendment to the contract between the City of Los Banos and Ronny's Inc. The contract includes the option to extend the contract for three (3) additional one-year terms, if mutually agreed upon by both parties. This amendment would be the second of three possible one year extensions to the Contract. During the term of the Contract and any extensions, the City may accept new parks, streetscapes and planters that are not covered in the original Fee Schedule. Compensation for additional locations will be based on pro rata amount of square footage.

Discussion:

A Fourth Amendment to the Landscape Maintenance Contract between the City of Los Banos and Ronny's Inc. has been prepared by the City Attorney of the City of Los

Banos for the Council's review and adoption, if so deemed. The following are the main points to the fourth amendment to the Contract:

1) Section 1.02 of the Contract is amended to extend the term of the Contract for an additional one (1) year commencing October 1, 2020 and terminating September 30, 2021.

(2) Section 1.03 of the Contract is amended to add bi-weekly landscape and irrigation services to the Scope of Work:

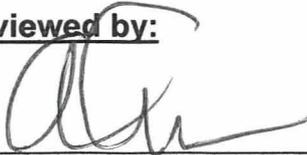
- Commencing July 1, 2020; bi weekly landscape and irrigation services in the L&L District #17 (Planters on Travertine Way, Larimar Way, Limestone Blvd, Onyx Way and Gabbro Way) as set forth in the Estimate #14262 attached hereto and incorporated herein by this reference; and
- Commencing July 1, 2020; bi weekly landscape and irrigation services at Corner of Mission Drive and Place Road (100' north from Mission Drive) as set forth in the Estimate #14263 attached hereto and incorporated herein by this reference.

(3) Section 1.05 of the Contract is amended to add \$1,465 (\$1,325.00 and \$140.00) per month to the total contract price commencing July 1, 2020. The parties further agree that commencing on October 1, 2020 the total contract price will be increased by 5% or pursuant to the applicable Consumer Price Index whichever is less using the applicable schedules for the preceding 12 months as the base year.

Fiscal Impact:

The amount \$1,465 will be added per month to the total contract beginning on July 1, 2020. On October 1, 2020 the total contract will be increased by 5% or pursuant to the applicable Consumer Price Index whichever is less using the applicable schedules for the preceding 12 months as the base year.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

- Resolution
- Fourth Amendment to the Contract
- Copy of Ronny's Inc. Insurance
- Contract Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING ENTERING INTO A FOURTH AMENDMENT TO LANDSCAPE MAINTENANCE CONTRACT BETWEEN THE CITY OF LOS BANOS AND RONNYS INC.

WHEREAS, the City of Los Banos is entering into a Fourth Amendment to the Contract for Landscape Maintenance Services with Ronnys Inc.

WHEREAS, the term of the Fourth Amendment shall be effective upon execution of the parties to this Contract.

WHEREAS, commencing on July 1, 2020 new landscape areas in L&L District #14 and District #17 will be added to the services provided under the Contract and a one-year extension of the Contract will begin on October 1, 2020.

WHEREAS, said Fourth Amendment to the Contract, as presented, has been prepared by the City Attorney of the City of Los Banos; and

WHEREAS, all the terms and conditions of the Contract remain in full effect except as expressly amended by the Fourth Amendment to the Contract; and

WHEREAS, the City Council of the City of Los Banos designates the City Manager to sign and execute the Fourth Amendment to the Contract.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve the Fourth Amendment to the Contract between the City of Los Banos and Ronnys Inc., and the designation of the City Manager to sign and execute the Fourth Amendment to the Contract as presented.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3rd day of June 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

AMENDMENT NO. 4

**CONTRACT FOR LANDSCAPE MAINTENANCE SERVICES
[RONNYS INC.]**

THIS AMENDMENT NO. 4 TO LANDSCAPE MAINTENANCE CONTRACT, is made and entered into by and between the CITY OF LOS BANOS, a California Municipal corporation, herein referred to as "City", and RONNY'S INC., a California corporation, whose address is 1251 Badger Flat Road, Los Banos, California 93635, herein referred to as "Contractor".

RECITALS

WHEREAS, City and Contractor entered into a Landscape Maintenance Contract, dated October 2, 2014 "Contract " wherein Contractor agreed to perform specified city wide landscaping and maintenance services in accordance with the terms of said Contract; and

WHEREAS, on January 15, 2016 the Contract was amended to add bi weekly landscape and irrigation maintenance services for the streetscape and planters in L&L District #10 and L&L District #17 at an additional cost of \$927.01 per month; and

WHEREAS, on April 19, 2019 the Contract was amended to extend the term of the Contract for an additional one (1) year terminating September 30, 2020; and

WHEREAS, on February 14, 2020 the Contract was amended to add bi weekly landscape and irrigation maintenance services for the Cresthills Park Parking Lot in L&L District #2 at an additional cost of \$325.00 per month; and

WHEREAS, on March 4, 2020 the Contract was amended to add bi weekly landscape and irrigation maintenance services for the landscape area on De Anza Way College Greens in L&L District #4 at an additional cost of \$450.00 per month; and

WHEREAS, the parties now wish to make further amendments to the Contract as set forth herein.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. TERM.

Section 1.02 of the Contract is amended to extend the term of the Contract for an additional one (1) year commencing October 1, 2020 and terminating September 30, 2021.

2. SCOPE OF WORK.

Section 1.03 of the Contract is amended to add bi weekly landscape and irrigation services to the Scope of work:

- Commencing July 1, 2020; bi weekly landscape and irrigation services in L&L District #17 (Planters on Travertine Way, Larimar Way, Limestone Blvd, Onyx Way And Gabbro Way) as set forth in the Estimate #14262 attached hereto and incorporated herein by this reference; and
- Commencing July 1, 2020; bi weekly landscape and irrigation services in L&L District #14 at Corner of Mission Drive and Place Road (100' north from Mission Drive) as set forth in the Estimate #14263 attached hereto and incorporated herein by this reference.

3. COMPENSATION.

Section 1.05 of the Contract is amended to add \$1,465.00 (\$1,325.00 and \$140.00) per month to the total contract price commencing July 1, 2020. The parties further agree that commencing on October 1, 2020 the total contract price will be increased by 5% or pursuant to the applicable Consumer Price Index whichever is less using the applicable schedules for the preceding 12 months as the base year.

4. INTEGRATION/EFFECTIVE DATE.

Except as expressly amended, all other terms and conditions of the Contract and all prior amendments shall remain in full force and effect. This Amendment No. 4 shall be effective upon execution of the parties to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed and attested by their respective officers hereunto duly authorized.

RONNYS INC. a California corporation

Date:

by: RONNY NAVARRO, CEO

CITY OF LOS BANOS, a California
municipal corporation

Date:

by: ALEX TERRAZAS, City Manager

ATTEST:
CITY CLERK

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

William A. Vaughn
City Attorney

EXHIBIT A

[Estimate #14262 and #14263]



Estimate

14262
3/17/20

Bill To
 CITY OF LOS BANOS
 411 MADISON AVE.
 LOS BANOS, CA 93635

Terms

Project Address / Memos
 DISTRICT 17 PLANTERS
 TRAVERTINE WAY, LARIMAR WAY,
 LIMESTONE BLVD. ONYX WAY AND GABBRO WAY

Description	Amount
TRAVERTINE WAY LARIMAR WAY LIMESTONE BLVD ONYX WAY GABBRO WAY	
LANDSCAPE MAINTENANCE	975.00
IRRIGATION MAINTENANCE	350.00

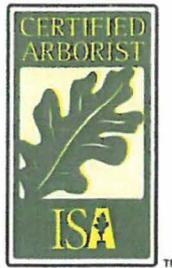
Total \$1,325.00

THANK YOU, WE APPRECIATE YOUR BUSINESS!!! Ronny's contractor # 809197: C61/D49 tree contr, C-8 concrete contr, C-27 landscape contr & C-13 fencing contr. Certified irrigation technician, certified backflow tester, certified qualify chemical applicator and certified compost technician. Ronny's Inc. is \$2 mill general liability, \$1 mill commercial auto & workers comp insured. In compliance with business laws & regulations for USA, CA, Merced county, Los Banos City & Dos Palos City We observe Thanksgiving christmas & new year's day
 Payment is due within net days allotted after invoice is received or upon job completion. If customer fails to make payment when due, customer agrees to pay Ronny's Inc. late charges at the rate of eighteen percent per annum on all past due, unpaid amounts. If for any reason the rate of eighteen percent is found to be unenforceable, customer agrees to pay Ronny's Inc. late charges at the maximum rate then permitted by California law. Customer also agrees to pay Ronny's Inc. reasonable attorneys' fees, legal fees, professional service fees and any other costs incurred to recover amounts not paid when due. Customer agrees to make payment hereunder to Ronny's Inc. at its principal place of business, 1251 Badger Flat Rd., Los Banos, CA 93635

Signature _____

Call -Email ! ronny@ronnysinc.com

"Service Quality Is Our Growing Responsibility"



Estimate

14263
3/18/20

Bill To
 CITY OF LOS BANOS
 411 MADISON AVE.
 LOS BANOS, CA93635

Terms

Project Address / Memos

Description	Amount
LANDSCAPE MAINTENANCE AT CORNER OF MISSION DR AND PLACE RD 100' NORTH FROM MISSION DR	140.00

THANK YOU, WE APPRECIATE YOUR BUSINESS!!! Ronnys contractor # 809197: C61/D49 tree contr, C-8 concrete contr, C-27 landscape contr & C-13 fencing contr. Certified irrigation technician, certified backflow tester, certified qualify chemical applicator and certified compost technician. Ronnys Inc. is \$2 mill general liability, \$1 mill commercial auto & workers comp insured. In compliance with business laws & regulations for USA, CA, Merced county, Los Banos City & Dos Palos City We observe Thanksgiving christmas & new year's day
 Payment is due within net days allotted after invoice is received or upon job completion. If customer fails to make payment when due, customer agrees to pay Ronnys Inc. late charges at the rate of eighteen percent per annum on all past due, unpaid amounts. If for any reason the rate of eighteen percent is found to be unenforceable, customer agrees to pay Ronnys Inc. late charges at the maximum rate then permitted by California law. Customer also agrees to pay Ronnys Inc. reasonable attorneys' fees, legal fees, professional service fees and any other costs incurred to recover amounts not paid when due. Customer agrees to make payment hereunder to Ronnys Inc. at its principal place of business, 1251 Badger Flat Rd., Los Banos, CA 93635

Total \$140.00

Signature _____

Call -Email ! ronny@ronnysinc.com

"Service Quality Is Our Growing Responsibility"



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Landscape Contractors (Lic#0755906) Insurance Services, Inc. 1835 N. Fine Avenue Fresno CA 93727	CONTACT NAME: Danielle Holloway, CISR PHONE (A/C, No, Ext): (559) 650-3555 E-MAIL ADDRESS: dholloway@lcisinc.com		FAX (A/C, No): (559) 650-3558
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Ronny's Inc, DBA: LB 1251 Badger Flat Rd Los Banos CA 93635	INSURER A: Clear Blue Insurance Company		28860
	INSURER B: National Union Fire Ins Co/PA		19455
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 19-20 Pkg w/Auto & Umb **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		LC01-00177-1901	10/10/2019	10/10/2020	EACH OCCURRENCE \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input checked="" type="checkbox"/> \$1,000 PD DED						MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000	
	OTHER:						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
							Employee Benefits \$ 1,000,000	
A	AUTOMOBILE LIABILITY	X		LC01-00177-1901	10/10/2019	10/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						<input checked="" type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						<input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS							PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			BE 065714349	10/10/2019	10/10/2020	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	AGGREGATE \$ 2,000,000
	DED						RETENTION \$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All landscape operations performed by or on behalf of the named insured

Blanket Additional insured per attached DBLC0434005012519 and CA20480413

City of Los Banos are named as additional insured

**This revises certificate dated 5/8/2020

CERTIFICATE HOLDER

CANCELLATION

City of Los Banos 411 Madison Ave Los Banos, CA 93635	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE D Holloway, CISR/ARUI <i>Danielle Holloway</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following is added to Paragraph 2. In SECTION II - WHO IS AN INSURED:

Any person or organization you are required by written contract or agreement to name as an additional insured subject to the following:

Any such person or organization must be approved in writing by us as an additional insured. Coverage for such person or organization will begin on the date of our approval.

a. No such person or organization is an additional insured for your acts, errors or omissions if such acts, errors or omissions are not also covered under such person or organization's liability insurance.

b. No such person or organization is an additional insured for "bodily injury" or "property damage" for acts errors or omissions of any additional insured.

B. With respect to the insurance afforded to the additional insureds under Paragraph A. above, the following is added to SECTION III - LIMITS OF INSURANCE:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement does not increase the applicable Limits of Insurance shown in the Declarations.

C. With respect to the insurance afforded to the additional insureds under Paragraph A. above, Paragraph I. Damage to Your Work in Paragraph 2. Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY in SECTION I- COVERAGES is replaced by the following

This insurance does not apply to:

I. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

D. With respect to the insurance afforded to the additional insureds under Paragraph A, above, the following is added to Paragraph 4. Other Insurance in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:

This insurance is primary if required by the contract or agreement. If there is no such requirement, this insurance will be excess and paragraph **b. Excess Insurance** applies.

- E. With respect to the insurance afforded to the additional insureds under Paragraph **A.** above, the following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us**, in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

However, we will waive our rights to recover against any additional insured for payments we make for injury or damage arising out of:

- a. Your ongoing operations; or
- b. "Your work" done under the contract or agreement and included in the "products completed operations hazard" if such waiver is required by the contract or agreement.

All other terms and conditions of this Policy remain unchanged.

Policy Number: LC01-00177-1901
Named Insured: Ronny's Inc LB

This endorsement is effective on the inception date of this policy unless otherwise stated herein.
Endorsement Effective Date: 10/10/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	Ronny's Inc
Endorsement Effective Date:	10/10/19

SCHEDULE

Name Of Person(s) Or Organization(s):	City of Los Banos with respects to work performed @ All landscape operations performed by or on behalf of the named insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

**LANDSCAPE MAINTENANCE CONTRACT BY AND BETWEEN
THE CITY OF LOS BANOS AND RONNYS INC.**

THIS CONTRACT is made and entered into this day of October 2, 2014, between the CITY OF LOS BANOS, a municipal corporation ("City") and RONNYS INC., a California Corporation ("Contractor");

RECITALS

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

WHEREAS, City desires to contract out landscape maintenance for various public locations throughout the City of Los Banos;

WHEREAS, RONNYS INC., submitted a responsive bid in response to a Request for Proposal prepared by the City for Landscape Maintenance of the City of Los Banos' Parks and Landscape Areas;

WHEREAS, City has determined that Contractor is a responsible bidder and is qualified by experience and ability to render such services; and

WHEREAS, City and Contractor desire to contract for specific services in connection with landscape maintenance for the City and desire to set forth their rights, duties and obligations in connection with the services to be performed.

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

1. AWARD OF CONTRACT

1.01 Contract Documents. The Contract Documents shall include this Contract, City's Request for Proposal, dated August 26, 2014, and any future Addenda and Amendments. In the event of any conflict between the printed provisions of this Contract and those of the City's Request for Proposal, the provisions of this Contract shall prevail.

1.02 Term. The term of this Contract shall commence upon the above written date and shall remain in effect until September 30, 2019, unless terminated earlier as set forth herein. The City may elect to extend this Contract for three (3) additional one-year terms, if mutually agreed upon by both parties. The City, at its option, may renew this Contract for an agreed upon length if the Contactor has demonstrated superior performance for landscape maintenance to the City.

1.03 Scope of Work. Subject to the terms and conditions set forth in this Contract, and as set forth in the City's Request for Proposal, Contractor shall furnish all labor, materials, services, transportation, and equipment necessary in order to provide the landscape maintenance on a weekly basis. During the term of this Contract and any extensions, City may accept new parks, streetscapes and planters, which are not covered in the Fee Schedule of the City's Request for Proposal. Additional locations at the request of the City will be added as an addendum to the

Contract with compensation based on a pro rata amount of square footage and identified as New Locations, as outlined on the Fee Schedule Summary. . .

1.04 Additional Services. Payments for additional services requested, in writing, by City, and not included in the scope of work, shall be paid on a reimbursement basis in accordance with the Total Unit Cost per square foot for New Locations set forth in the Fee Schedule Summary. Charges for additional services shall be invoiced on a monthly basis and shall be paid by City within a reasonable time after said invoices are received by City.

1.05 Compensation. The total amount to be paid under this Contract for all of the work set forth in Section 1.03 above shall be in accordance with the Fee Schedule Summary of the Contract Documents attached hereto and incorporated herein by this reference ("Total Contract Price"). This price includes all costs for labor, materials, tools, equipment, services, warranty, taxes, insurance, overhead, profit and all other costs necessary to perform the work in accordance with this Contract. If the City exercises its option to extend the term of this contract pursuant to section 1.02, the compensation shall be increased 5% or pursuant to the applicable Consumer Price Index whichever is less using the applicable schedules for the preceding 12 months as the base year.

1.06 Billing. Contractor shall invoice City not more frequently than once a month for the services performed in the preceding month. Compensation shall be paid to Contractor upon receipt and approval by City of invoices setting forth in detail, the services performed. City shall reimburse Contractor only for those costs or expenses specifically approved in this Contract, or specifically approved in advance by City.

Contractor shall not receive any compensation for extra work without prior authorization of City. As used herein, "Extra Work" means any work that is determined by City to be necessary, but which is not included within Section 1.03, above, and which the parties did not reasonably anticipate would be necessary at the execution of this Contract. City shall pay Contractor within thirty (30) days after approval of the invoice by City staff

1.07 Time for Performance. After the Contract has been executed by City, Contractor shall begin work after the effective date of the Notice to Proceed issued by City and shall diligently prosecute the work from the effective date of the Notice to Proceed. If Contractor fails to complete the work within any of the time limits set forth in the Request for Proposal shall constitute a material breach of this Contract.

2. GENERAL WORK REQUIREMENTS

2.01 Standards. Contractor shall provide said landscape maintenance services in the manner specified in the City's Contract Documents incorporated herein by reference and in conformance with the general work requirements set forth herein.

2.02 Public Convenience. Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and to owners of abutting property.

2.03 Traffic Control Measures. Contractor shall provide appropriate vehicular, pedestrian and bicycle traffic control measures. All work shall be planned and carried out so that there is least possible inconvenience to vehicular and pedestrian and bicycle traffic, including deliveries to adjacent properties.

2.04 Sound Control Requirements. Contractor shall comply with all local sound control and noise level rules, regulations and ordinances that apply to any work performed pursuant to the Contract. Unless otherwise provided in writing, work shall be limited to Monday through Friday from 7:00a.m. to 6:00p.m. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer.

2.05 Use of Pesticides. Contractor shall employ pest control measures in the manner specified in the City's Request for Proposal and shall comply with all rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies that govern the use of pesticides required in the performance of this Contract. Any substance or mixture of substances intended for preventing, repelling, mitigating or destroying weeds, insects, diseases or nematode and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

2.06 Safety Requirements. Contractor shall comply with all safety requirements prescribed by applicable federal, state and local laws and regulations to ensure the safety and health of those working and the local community. Contractor shall assume all responsibility for public safety during the prosecution of the work and all such costs shall be included in the Contract price. Whenever Contractor's operations create a condition hazardous to traffic or to the public, it shall furnish, erect and maintain, at its expense, such fences, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public.

3. CONTRACTOR'S RESPONSIBILITIES

3.01 Responsibility for Damage. Contractor shall be responsible for any loss or damage that may happen to the work and for any loss or damage to any of the materials of other things used or employed in performing the work.

3.02 Indemnification and Hold Harmless. Contractor shall indemnify, defend and save harmless City, and its officials, officers, employees, volunteers and agents against all suits, claims or losses (including attorneys' fees and expenses) that may be based on any injury or damage to, or death of any person or any damage to property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by Contractor, its subcontractors or employees, whether or not it shall be claimed that the injury was caused through an act or omission of Contractor, its subcontractors, employees or other agents, except for the sole negligence, active negligence or willful misconduct of City. Contractor shall, at its own expense, pay all charges of attorneys and all cost and other expenses arising or incurred in connection with such suits, claims or losses. If any judgment shall be rendered against City in connection with any such suit, claim or loss, Contractor shall at its own expense satisfy and discharge it.

3.03 Insurance. Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property of the work hereunder by Contractor, his agents, representatives, and employees.

a. Minimum Scope and Limits of Insurance. Coverage shall be placed with insurers admitted in California with a current A.M. Best's rating of not less than A: VII:

(1) Contractor shall maintain general liability insurance with limits no less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Contractor shall maintain automobile liability insurance with limits of no less than \$2,000,000 per accident for bodily injury and property damage.

(3) Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of no less than \$2,000,000 per accident.

b. Other Insurance Provisions.

(1) As to the general liability, automobile liability and builder's risk property insurance policies, City and their officers, officials, employees, agents and volunteers are to be covered as additional insured pursuant to an endorsement to the policy. The coverage shall contain no special limitations on the scope of protection afforded to City, and their officers, officials, employees, agents or volunteers.

(2) For any claims related to this project, Contractor's insurance coverage shall be endorsed to be primary insurance as respects City, and their officers, officials, employees, agents or volunteers. Any insurance or self-insurance maintained by City and their officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

(3) For worker's compensation coverage, the insurer agrees by endorsement to waive all rights of subrogation against City, and their officials, employees, and volunteers for losses arising from the work.

(4) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to City of Los Banos, its officers, officials, employees, agents or volunteers.

(5) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

(6) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City.

(7) Any deductibles or self-insured retentions must be declared to and approved by City.

3.04 Payment of Taxes. The Contract prices paid for the work shall include full compensation for all taxes which Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate or any document designed to exempt Contractor from payment of any tax will be furnished to Contractor by City, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract. Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether State or Federal, Social Security taxes, State Unemployment Insurance charges and all other taxes that are now or hereafter may be required to be paid or withheld under any laws.

3.05 Permits and Licenses. Contractor covenants and declares that it has obtained all certificates, licenses, permits or the like required of Contractor by any and all national, state, regional, county, city or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the services contracted for under this Contract. Contractor shall comply with all permits applicable to the work. Contractor has and shall maintain the appropriate State Contractor's License, pursuant to Chapter 9 of Division 3 of the California Business and Professions Code.

3.06 Labor Code Requirements. Attention is directed to the following requirements of the Labor Code:

a. Labor Non-Discrimination. Contractor shall comply with Section 1735 of the Labor Code which provides Contractor shall not discriminate against any employee who is employed on the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status or sex of such persons, except as provided in Section 12940 of the Government Code.

b. Prevailing Wages. Contractor shall comply with California Labor Code Sections 1770 to 1780, inclusive.

c. Payroll Records. Contractor's attention is directed to the following provisions of Labor Code Section 1776. Contractor shall be responsible for the compliance with these provisions by his subcontractors. Contractor and each subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Contract.

d. Workers' Compensation. Pursuant to the requirements of Section 1860 of the California Labor Code, Contractor will be required to secure the payment of workers' compensation to his employees in accordance with the provisions of Section 3700 of the Labor code. By signing this Contract, Contractor certifies the following:

"I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

3.07 Warranty. Contractor warrants that all materials and work furnished (1) shall meet all requirements and conditions of City's Contract and manufacturer's warranty if any; (2) shall be free from defects in design, material; workmanship and methods of installation; and (3)

shall be fit for the purposes intended. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and nonconforming. This warranty by the Contract is in addition to any warranties or guarantees required or provided by the manufacturer or supplier.

Contractor shall correct the work at its own expense promptly after written notice from City to do so and pay for any damage to other property resulting from such nonconforming work. If Contractor fails to do so promptly, or in an emergency when delay could cause risk of damage or loss, then City take whatever actions are necessary to have the nonconforming work removed, replaced or corrected at the expense of Contractor and to recover its damages, costs and expenses, including withholding the amount from any payment that is due or to commencing an action against any performance bond.

3.08 Independent Contractor Status. Contractor shall independently perform all work under this Contract and shall not be considered an agent or employee of City; nor shall Contractor's subcontractors or employees be considered as subagents of the City.

3.09 Hazardous Chemicals and Wastes. Should any release, discharge, leakage, spillage, emission or pollution of any hazardous chemicals or wastes occur due to Contractor's work, then Contractor at its sole cost shall clean all affected property to the satisfaction of City and any governmental body with jurisdiction. Contractor shall immediately report any such release to the Director of Public Works. If the performance of the work outlined by these Contract Documents creates any hazardous wastes, Contractor shall properly dispose of such wastes in full accordance with federal, state and local laws, at its expense.

3.10 Compliance with Laws. All work performed by Contractor under this Contract shall be in accordance with applicable federal, state and local requirements, including, but not limited to environmental laws and laws regarding disposal of hazardous wastes.

3.11 Non-Collusion Declaration. By executing this Contract, Contractor declares that only persons or parties interested in this Contract are those named in Contractor's Proposal and that such bid was not made in the interest of or on behalf of any undisclosed person, firm or organization; that the bid was genuine and not collusive or sham; that the signatory to this Contract has not directly or indirectly induced or solicited others to put in a sham bid, or to refrain from proposing; and that the signatory to this Contract has not in a manner sought by collusion to secure for itself an advantage over other potential proposers.

3.12 Conflicts of Interest. Contractor covenants and declares that other than this Contract, it has no holdings or interests within the City, nor business holdings or agreements with any official, employee or representative of City and shall disclose any such holdings or interests to City in writing.

3.13 Discrimination Prohibited. Contractor covenants and agrees that in performing the services required under this Contract, Contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, age or disability.

3.14 Performance Bond. The Contractor shall furnish to the City a Faithful Performance Bond in the sum of twenty-five percent (25%) of the annual compensation provided for under this Contract, payable to the City and executed by a corporate surety licensed to transact business as a surety.

4. GENERAL PROVISIONS

4.01 Termination. City shall have the right to terminate Contractor's right to proceed with some or all of the work and may terminate this Contract at any time by providing written notice thereof at least thirty (30) calendar days in advance of the termination date. In the event of termination, City shall pay Contractor for the reasonable value of services rendered by Contractor prior to termination; provided, however, City shall not in any manner be liable for lost profits which might have been made by Contractor had the contract not been terminated or had Contractor completed the services required herein. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

4.02 Controlling Law and Venue. City and Contractor agree that the law governing this Contract 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 Contract shall be filed and maintained in the County of Merced.

4.03 Assignment and Subcontracting. Neither this Contract nor any interest herein nor any claim hereunder may be assigned or subcontracted by Contractor either voluntarily or by operation of law, without the prior written consent of City. No such consent shall relieve Contractor of its obligations to comply fully with the requirements of this Contract.

4.04 Records. Contractor will permit City to audit, examine, and make copies of all contracts, invoices, materials, payroll records of personnel, conditions of employment and or data relating to all matters covered by this Contract. Except as otherwise authorized, such records shall be maintained for a period of three years from the date that final payment is made under this Contract.

4.05 Waiver. 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 Contractor in the event of breach, or the acceptance of or payment for any good hereunder, shall not release Contractor of any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of City to insist upon strict performance hereof.

4.06 Notices.

a. Communications Relating to Daily Activities. All communications relating to the day to day activities of the work shall be exchanged between the Public Works Director/City Engineer or his/her authorized representative for City and Ronny Navarro for Contractor.

b. Official Notices. All other notices, writings or correspondence as required by this Contract shall be directed to City and Contractor, respectively, as follows:

To City:

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

To Contractor:

Ronny Navarro, President
RONNYS INC.
15901 Badger Flat Road
Los Banos, California 93635

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

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

4.09 Authority to Contract. Contractor covenants and declares that it has obtained all necessary approvals to bind Contractor to this Contract and that the representative signing the Contract is authorized to do so

4.10 Integration. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

4.11 Amendments. This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

[SIGNATURE PAGE BEGINS ON NEXT PAGE]

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

RONNYS INC., a California corporation

Date:

Ronny J. Navarro 12-4-14

**by: Ronny Navarro
President**

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

Date: 10/2/14

Steve Carrigan

**by: Steve Carrigan
City Manager**

**ATTEST:
CITY CLERK**

Lucille L. Mallonee

**Lucille L. Mallonee
City Clerk**

APPROVED AS TO FORM:

William A. Vaughn

**William A. Vaughn
City Attorney**

FEE SCHEDULE

Proposal of Ronnys Inc. (hereinafter called Contractor),
 (Contractor Name)

organized and existing under the laws of the State of California, doing business as: (circle one)

An Individual A Partnership A Corporation

to the City of Los Banos (hereinafter called City):

In compliance with the Request for Proposal, Contractor hereby proposes to perform all work required for the Landscape Maintenance Services Agreement, in strict accordance with the Request for Proposal, within the time set forth therein, and at the prices stated below.

By submission of the Proposal, Contractor certifies that their Proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Proposal with any other Contractor or with any competitor.

Contractor hereby agrees to commence work under this Proposal on or before a date to be specified in the Notice to Proceed. The Notice to Proceed will be issued with the intent of the service to begin on the 1st day of October, 2014 and to end on the last day of September, 2019.

Park Locations for Assessment Districts
 (Identified on Map A)

District 1

Location 1. Ranchwood Park 515 Stonewood Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	195,584	\$ <u>0.00061319</u>	\$ <u>119.93</u>
b) Irrigation Maintenance	195,584	\$ <u>0.00018718</u>	\$ <u>36.60</u>

c) Subtotal – One Week Service (a + b) \$ 156.53

Location 2. Vineyards Basin A 480 Birchwood Avenue

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	267,022	\$ <u>0.00061319</u>	\$ <u>163.73</u>
b) Irrigation Maintenance	267,022	\$ <u>0.00018718</u>	\$ <u>49.98</u>

c) Subtotal – One Week Service (a + b) \$ 213.71

Location 3. Vineyards Basin B 640 Vineyard Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	379,843	\$ 0.00061319	\$ 232.91
b) Irrigation Maintenance	379,843	\$ 0.00018718	\$ 71.09

c) Subtotal – One Week Service (a + b) \$ 304.00

Location 4. Vineyards Basin C 645 Santa Ana Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	387,683	\$ 0.00061319	\$ 237.72
b) Irrigation Maintenance	387,683	\$ 0.00018718	\$ 72.56

c) Subtotal – One Week Service (a + b) \$ 310.28

District 2

Location 5. Cresthills Park 700 Pioneer Road

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	155,509	\$ 0.00061319	\$ 95.35
b) Irrigation Maintenance	155,509	\$ 0.00018718	\$ 29.10

c) Subtotal – One Week Service (a + b) \$ 124.45

District 3

Location 6. Gardens III Park 900 Daffodil Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	26,135	\$ 0.00061319	\$ 16.02
b) Irrigation Maintenance	26,135	\$ 0.00018718	\$ 4.89

c) Subtotal – One Week Service (a + b) \$ 20.91

Location 7. Gardens V Park 1525 Persimmon Way

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	736,163	\$ 0.00061319	\$ 451.40
b) Irrigation Maintenance	736.163	\$ 0.00018718	\$ 137.79

c) Subtotal – One Week Service (a + b) \$ 589.19

District 4

Location 8. College Greens 1815 College Greens Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	230,867	\$ 0.00061319	\$ 141.56
b) Irrigation Maintenance	230,867	\$ 0.00018718	\$ 43.21

c) Subtotal – One Week Service (a + b) \$ 184.77

District 5

Location 9. Citrus Terrace I 226 Citrus Avenue

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	6,533	\$ 0.00061319	\$ 4.00
b) Irrigation Maintenance	6,533	\$ 0.00018718	\$ 1.22

c) Subtotal – One Week Service (a + b) \$ 5.22

Location 10. Citrus Terrace II 315 N. 2nd Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	102,365	\$ 0.00061319	\$ 62.76
b) Irrigation Maintenance	102,365	\$ 0.00018718	\$ 19.16

c) Subtotal – One Week Service (a + b) \$ 81.92

Location 11. Orchard Terrace 300 Sunburst Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	47,915	\$ 0.00061319	\$ 29.38
b) Irrigation Maintenance	47,915	\$ 0.00018718	\$ 8.96

c) Subtotal - One Week Service (a + b) \$ 38.34

District 9

Location 12. Jo Lin Park 295 Ward Road

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	131,986	\$ 0.00061319	\$ 80.93
b) Irrigation Maintenance	131,986	\$ 0.00018718	\$ 24.70

c) Subtotal - One Week Service (a + b) \$ 105.63

Location 13. Dos Amigos Park 2241 San Luis Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	28,749	\$ 0.00061319	\$ 17.62
b) Irrigation Maintenance	28,749	\$ 0.00018718	\$ 5.38

c) Subtotal - One Week Service (a + b) \$ 23.00

District 11

Location 14. Meadowlands I 2600 Wood Duck Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	27,007	\$ 0.00061319	\$ 16.56
b) Irrigation Maintenance	27,007	\$ 0.00018718	\$ 5.05

c) Subtotal - One Week Service (a + b) \$ 21.61

Location 15. Meadowlands II 2700 S. Snow Goose Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	179,902	\$ 0.00061319	\$ 110.31
b) Irrigation Maintenance	179,902	\$ 0.00018718	\$ 33.67

c) Subtotal – One Week Service (a + b) \$ 143.98

Location 16. Meadowlands III 2500 S. Fallbrook Avenue

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	135,471	\$ 0.00061319	\$ 83.06
b) Irrigation Maintenance	135,471	\$ 0.00018718	\$ 25.35

c) Subtotal – One Week Service (a + b) \$ 108.41

Location 17. Veteran's Park 2300 N. Creekside Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	117,611	\$ 0.00061319	\$ 72.11
b) Irrigation Maintenance	117,611	\$ 0.00018718	\$ 22.01

c) Subtotal – One Week Service (a + b) \$ 94.12

Location 18. Meadowlands Basin 2599 S. Creekside Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	1,001,880	\$ 0.00061319	\$ 614.34
b) Irrigation Maintenance	1,001,880	\$ 0.00018718	\$ 187.53

c) Subtotal – One Week Service (a + b) \$ 801.87

District 12

Location 19. Verona Park 2200 Palermo Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	280,961	\$ 0.00061319	\$ 172.28
b) Irrigation Maintenance	280,961	\$ 0.00018718	\$ 52.59

c) Subtotal – One Week Service (a + b) \$ 224.87

District 14

Location 20. Skylark Expansion 700 Fairmont Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	248,291	\$ 0.00061319	\$ 152.24
b) Irrigation Maintenance	248,291	\$ 0.00018718	\$ 46.47

c) Subtotal – One Week Service (a + b) \$ 198.71

Location 21. Regency Tot Lot 500 Addington Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	17,423	\$ 0.00061319	\$ 10.68
b) Irrigation Maintenance	17,423	\$ 0.00018718	\$ 3.26

c) Subtotal – One Week Service (a + b) \$ 13.94

Location 22. Regency Lot D 556 Rockport Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	217,800	\$ 0.00061319	\$ 133.55
b) Irrigation Maintenance	217,800	\$ 0.00018718	\$ 40.76

c) Subtotal – One Week Service (a + b) \$ 174.31

District 17

Location 23. Neighborhood Park 1538 Mayweed Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	43,560	\$ 0.00061319	\$ 26.71
b) Irrigation Maintenance	43,560	\$ 0.00018718	\$ 8.15

c) Subtotal – One Week Service (a + b) \$ 34.86

Location 24. Olivera Park 1115 Cardoza Road

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	304,919	\$ 0.00061319	\$ 186.97
b) Irrigation Maintenance	304,919	\$ 0.00018718	\$ 57.07

c) Subtotal – One Week Service (a + b) \$ 244.04

Location 25. Village Park 1150 Bellflower Way

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	17,424	\$ 0.00061319	\$ 10.68
b) Irrigation Maintenance	17,424	\$ 0.00018718	\$ 3.26

c) Subtotal – One Week Service (a + b) \$ 13.94

Park Locations for Non-Assessment Districts

Location 26. Skylark Park 648 Meadowlands Avenue

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	57,499	\$ 0.00061319	\$ 35.25
b) Irrigation Maintenance	57,499	\$ 0.00018718	\$ 10.76

c) Subtotal – One Week Service (a + b) \$ 46.01

Location 27. Airport Park

1000 Airport Road

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	4,355	\$ 0.00061319	\$ 2.67
b) Irrigation Maintenance	4,355	\$ 0.00018718	\$ 0.81

c) Subtotal – One Week Service (a + b) \$ 3.48

Location 28. Big Page Park

1055 West I Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	39,639	\$ 0.00061319	\$ 24.00
b) Irrigation Maintenance	39,639	\$ 0.00018718	\$ 7.41

c) Subtotal – One Week Service (a + b) \$ 31.41

Location 29. Catholic Park

1140 5th Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	17,859	\$ 0.00061319	\$ 10.95
b) Irrigation Maintenance	17,859	\$ 0.00018718	\$ 3.34

c) Subtotal – One Week Service (a + b) \$ 14.29

Location 30. City Park

450 9th Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	7,840	\$ 0.00061319	\$ 4.80
b) Irrigation Maintenance	7,840	\$ 0.00018718	\$ 1.46

c) Subtotal – One Week Service (a + b) \$ 6.26

Location 31. Davis Park

254 Santa Ana Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	8,711	\$ 0.00061319	\$ 5.34
b) Irrigation Maintenance	8,711	\$ 0.00018718	\$ 1.63

c) Subtotal – One Week Service (a + b) \$ 6.97

Location 32. Gardens I Park

1540 West I Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	35,719	\$ 0.00061319	\$ 21.90
b) Irrigation Maintenance	35,719	\$ 0.00018718	\$ 6.68

c) Subtotal – One Week Service (a + b) \$ 28.58

Location 33. Little Page Park

600 Page Avenue

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	6,969	\$ 0.00061319	\$ 4.27
b) Irrigation Maintenance	6,969	\$ 0.00018718	\$ 1.30

c) Subtotal – One Week Service (a + b) \$ 5.57

Location 34. County Park

903 Pacheco Boulevard

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	542,757	\$ 0.00061319	\$ 332.81
b) Irrigation Maintenance	542,757	\$ 0.00018718	\$ 101.59

c) Subtotal – One Week Service (a + b) \$ 434.40

Location 35. Presidential Park 1043 Monte Vista Drive

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	23,522	\$ 0.00061319	\$ 14.42
b) Irrigation Maintenance	23,522	\$ 0.00018718	\$ 4.40

c) Subtotal – One Week Service (a + b) \$ 18.82

Location 36. Talbott Park 1620 San Luis Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	465,220	\$ 0.00061319	\$ 285.26
b) Irrigation Maintenance	465,220	\$ 0.00018718	\$ 87.07

c) Subtotal – One Week Service (a + b) \$ 372.33

Location 37. Flag Pole Park 1301 I Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	27,442	\$ 0.00061319	\$ 16.82
b) Irrigation Maintenance	27,442	\$ 0.00018718	\$ 5.13

c) Subtotal – One Week Service (a + b) \$ 21.95

Location 38. Wolfsen Park 1275 I Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	70,090	\$ 0.00061319	\$ 42.97
b) Irrigation Maintenance	70,090	\$ 0.00018718	\$ 13.11

c) Subtotal – One Week Service (a + b) \$ 56.08

Location 39. Henry Miller Plaza 600 H Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	108,000	\$ 0.00061319	\$ 66.22
b) Irrigation Maintenance	108,000	\$ 0.00018718	\$ 20.21

c) Subtotal – One Week Service (a + b) \$ 86.43

Location 40. Ag Sports Complex 700 N. Mercey Springs Road

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	131,182	\$ 0.00061319	\$ 80.43
b) Irrigation Maintenance	131,182	\$ 0.00018718	\$ 24.55

c) Subtotal – One Week Service (a + b) \$ 104.98

Location 41. Colorado Ball Park 815 Colorado Avenue

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	261,359	\$ 0.00061319	\$ 160.26
b) Irrigation Maintenance	261,359	\$ 0.00018718	\$ 48.92

c) Subtotal – One Week Service (a + b) \$ 209.18

Location 42. 7th Street Ball Park 401 7th Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	364,161	\$ 0.00061319	\$ 223.29
b) Irrigation Maintenance	364,161	\$ 0.00018718	\$ 68.16

c) Subtotal – One Week Service (a + b) \$ 291.45

Streetscapes and Planters for Assessment Districts
(Identified on Map B)

District 1 - Ranchwood

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	233,338	\$ 0.00254327	\$ 593.44
b) Irrigation Maintenance	233,338	\$ 0.00018718	\$ 43.67

c) Subtotal - One Week Service (a + b) \$ 637.11

District 2 - Cresthills

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	1,030	\$ 0.00254327	\$ 2.61
b) Irrigation Maintenance	1,030	\$ 0.00018718	\$ 0.19

c) Subtotal - One Week Service (a + b) \$ 2.79

District 3 - Gardens

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	56,254	\$ 0.00254327	\$ 143.06
b) Irrigation Maintenance	56,254	\$ 0.00018718	\$ 10.52

c) Subtotal - One Week Service (a + b) \$ 153.58

District 4 - College Greens

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	1,336	\$ 0.00254327	\$ 3.39
b) Irrigation Maintenance	1,336	\$ 0.00018718	\$ 0.25

c) Subtotal - One Week Service (a + b) \$ 3.64

District 5 – Orchard Terrace

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	44,379	\$ 0.00254327	\$ 112.86
b) Irrigation Maintenance	44,379	\$ 0.00018718	\$ 8.30

c) Subtotal – One Week Service (a + b) \$ 121.16

District 6 – St. Francis Estates

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	54,630	\$ 0.00254327	\$ 138.93
b) Irrigation Maintenance	54,630	\$ 0.00018718	\$ 10.22

c) Subtotal – One Week Service (a + b) \$ 149.15

District 7 – Wisteria/B Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	14,065	\$ 0.00254327	\$ 35.77
b) Irrigation Maintenance	14,065	\$ 0.00018718	\$ 2.63

c) Subtotal – One Week Service (a + b) \$ 38.40

District 9 – Dos Amigos

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	62,480	\$ 0.00254327	\$ 158.90
b) Irrigation Maintenance	62,480	\$ 0.00018718	\$ 11.69

c) Subtotal – One Week Service (a + b) \$ 170.59

District 10 – Wal-Mart

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	13,400	\$ <u>0.00254327</u>	\$ <u>34.07</u>
b) Irrigation Maintenance	13,400	\$ <u>0.00018718</u>	\$ <u>2.50</u>

c) Subtotal – One Week Service (a + b) \$ 36.57

District 11 – Meadowlands

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	354,021	\$ <u>0.00254327</u>	\$ <u>900.37</u>
b) Irrigation Maintenance	354,021	\$ <u>0.00018718</u>	\$ <u>66.26</u>

c) Subtotal – One Week Service (a + b) \$ 966.63

District 12 – Verona

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	53,523	\$ <u>0.00254327</u>	\$ <u>136.12</u>
b) Irrigation Maintenance	53,523	\$ <u>0.00018718</u>	\$ <u>10.01</u>

c) Subtotal – One Week Service (a + b) \$ 146.13

District 13 – Somerset

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	16,385	\$ <u>0.00254327</u>	\$ <u>41.67</u>
b) Irrigation Maintenance	16,385	\$ <u>0.00018718</u>	\$ <u>3.06</u>

c) Subtotal – One Week Service (a + b) \$ 44.73

District 14 – Skylark/Regency

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	274,317	\$ <u>0.00254327</u>	\$ <u>697.66</u>
b) Irrigation Maintenance	274,317	\$ <u>0.00018718</u>	\$ <u>51.34</u>

c) Subtotal – One Week Service (a + b) \$ 749.00

District 15 – Magnolia

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	9,397	\$ <u>0.00254327</u>	\$ <u>23.89</u>
b) Irrigation Maintenance	9,397	\$ <u>0.00018718</u>	\$ <u>1.75</u>

c) Subtotal – One Week Service (a + b) \$ 25.64

District 16 – Four Season's

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	27,875	\$ <u>0.00254327</u>	\$ <u>70.89</u>
b) Irrigation Maintenance	27,875	\$ <u>0.00018718</u>	\$ <u>5.21</u>

c) Subtotal – One Week Service (a + b) \$ 76.10

District 17 – Olivera

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	250,213	\$ <u>0.00254327</u>	\$ <u>636.35</u>
b) Irrigation Maintenance	250,213	\$ <u>0.00018718</u>	\$ <u>46.83</u>

c) Subtotal – One Week Service (a + b) \$ 683.18

District 18 – Rail Trail

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	344,700	\$ <u>0.00254327</u>	\$ <u>876.66</u>
b) Irrigation Maintenance	344,700	\$ <u>0.00018718</u>	\$ <u>64.52</u>

c) Subtotal – One Week Service (a + b) \$ 941.18

Streetscapes and Planters for Non-Assessment Districts
(Identified on Map B)

Location 1. Downtown

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	210,909	\$ <u>0.00254327</u>	\$ <u>536.39</u>
b) Irrigation Maintenance	210,909	\$ <u>0.00018718</u>	\$ <u>39.47</u>

c) Subtotal – One Week Service (a + b) \$ 575.86

Location 2. Willmott Trees

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	2,525	\$ <u>0.00254327</u>	\$ <u>6.42</u>
b) Irrigation Maintenance	2,525	\$ <u>0.00018718</u>	\$ <u>0.47</u>

c) Subtotal – One Week Service (a + b) \$ 6.89

Location 3. Skylark Oleanders

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	30,000	\$ <u>0.00254327</u>	\$ <u>76.29</u>
b) Irrigation Maintenance	30,000	\$ <u>0.00018718</u>	\$ <u>5.61</u>

c) Subtotal – One Week Service (a + b) \$ 81.90

Location 4. Hwy 165 & B Street

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	26,810	\$ 0.00254327	\$ 68.18
b) Irrigation Maintenance	26,810	\$ 0.00018718	\$ 5.01

c) Subtotal – One Week Service (a + b) \$ 73.19

Location 5. Miller Lane Trees

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	1,760	\$ 0.00254327	\$ 4.47
b) Irrigation Maintenance	1,760	\$ 0.00018718	\$ 0.32

c) Subtotal – One Week Service (a + b) \$ 4.79

Location 6. Rail Trail Extensions

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	166,659	\$ 0.00254327	\$ 423.85
b) Irrigation Maintenance	166,659	\$ 0.00018718	\$ 31.19

c) Subtotal – One Week Service (a + b) \$ 455.04

Location 7. Madison

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	64,913	\$ 0.00254327	\$ 165.09
b) Irrigation Maintenance	64,913	\$ 0.00018718	\$ 12.15

c) Subtotal – One Week Service (a + b) \$ 177.24

Location 8. Cemetery Oleanders

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	3,360	\$ 0.00254327	\$ 8.54
b) Irrigation Maintenance	3,360	\$ 0.00018718	\$ 0.62

c) Subtotal – One Week Service (a + b) \$ 9.16

Location 9. Colorado

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	22,798	\$ 0.00254327	\$ 57.98
b) Irrigation Maintenance	22,798	\$ 0.00018718	\$ 4.26

c) Subtotal – One Week Service (a + b) \$ 62.24

Location 10. HG Fawcett Canal Side Park (Greenways)

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	827,640	\$ 0.00254327	\$ 2,104.91
b) Irrigation Maintenance	827,640	\$ 0.00018718	\$ 154.91

c) Subtotal – One Week Service (a + b) \$ 2,259.82

Location 11. San Juan Corp Yard

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	13,718	\$ 0.00254327	\$ 34.88
b) Irrigation Maintenance	13,718	\$ 0.00018718	\$ 2.56

c) Subtotal – One Week Service (a + b) \$ 37.44

Location 12. Page Extension

Item	Quantity (SF)	Unit Cost per SF	Extension
a) Landscape Maintenance	41,760	\$ <u>0.00254327</u>	\$ <u>106.20</u>
b) Irrigation Maintenance	41,760	\$ <u>0.00018718</u>	\$ <u>7.81</u>

c) Subtotal – One Week Service (a + b) \$ 114.01

WEEKLY SERVICE SUBTOTAL \$ <u>14,773.96</u> (Sum of all "c" amounts).

Transfer to Fee Schedule Summary on following page.

FEE SCHEDULE SUMMARY

WEEKLY SERVICE SUBTOTAL A \$ _____

(Multiply Subtotal A by 52)

ANNUAL WEEKLY SERVICE SUBTOTAL B \$ _____

(Multiply Subtotal B by 5)

TOTAL PROPOSED COST FOR WEEKLY FIVE (5) YEAR SERVICE C \$

Bi-WEEKLY SERVICE SUBTOTAL A \$ 17,696.70

(Multiply Subtotal A by 26)

ANNUAL BI-WEEKLY SERVICE SUBTOTAL E \$ 460,114.20

(Multiply Subtotal E by 5)

TOTAL PROPOSED COST FOR BI-WEEKLY FIVE (5) YEAR SERVICE F \$ 2,300,571.00

NEW LOCATIONS

Parks

Item	Unit Cost per SF
Landscape Maintenance	\$ <u>0.00061319</u>
Irrigation Maintenance	\$ <u>0.00018718</u>
TOTAL	\$ <u>0.00081037</u>

Streetscapes and Planters

Item	Unit Cost per SF
Landscape Maintenance	\$ <u>0.00254327</u>
Irrigation Maintenance	\$ <u>0.000148718</u>
TOTAL	\$ <u>0.00273045</u>

Total Unit Cost per SF for New Locations is for pricing of additional landscape maintenance service requests created during the term of the Agreement.

ASSESSMENT DISTRICTS PARK

	Salary	Liability	Vehicle & Equipment
DISTRICT 1			
Ranchwood	\$60.58	\$18.17	
Vineyards Basin A	\$45.50	\$13.65	
Vineyards Basin B	\$48.10	\$14.43	
Vineyards Basin C	\$45.50	\$13.65	
DISTRICT 2			
Cresthills Park	\$43.16	\$12.95	
DISTRICT 3			
Gardens III Park	\$6.50	\$1.95	
Gardens V Park	\$45.50	\$13.65	
DISTRICT 4			
College Green	\$52	\$15.60	
DISTRICT 5			
Citrus Terrance I	10.4	3.12	
Citrus Terrance II	26	7.8	
Orchard Terrance	39	11.7	
DISTRICT 6			
Jo Lin Park	43.16	12.95	
Dos Amigos Park	22.1	6.63	
DISTRICT 7			
Meadowland I	43.16	12.95	
Meadowland II	54.6	16.38	
Meadowland III	86.58	25.97	
Veteran's Park	45.5	13.65	
Meadowland Basin	98.8	29.64	
DISTRICT 8			
Verona Park	56.68	17	
DISTRICT 9			
Skylark Expansion	13	3.9	
Regency Tot Lot	104	31.2	
Regency Lot D	39	11.7	
DISTRICT 10			
Neighborhood Park	32.5	9.75	
Olivera Park	52	15.6	
Village Park	30.68	9.2	
	\$1,144.00	\$343.19	

NON-ASSESSMENT DISTRICTS PARK

	Salary	Liability	Vehicle & Equipment
Skylark Park	39	11.7	
Airport Park	13	3.9	
Big Page Park	19.5	5.85	
Catholic Park	22.1	6.63	
City Park	34.58	10.37	
Davis Park	43.16	12.95	
Gardens I Park	17.16	5.15	
Little Page Park	13	3.9	
County Park	43.16	12.95	
Presidential Park	17.16	5.15	
Talbott Park	69.16	20.75	
Flag Pole Park	91	27.3	
Wolfsen Park	19.5	5.85	
Henry Miller Plaza	156	46.8	
Ag Sports Complex	43.16	12.95	
Colorado Ball Park	52	15.6	
7th St Ball Park	19.5	5.85	
	712.14	213.65	

Streetscapes and Planters for Assessment Districts

	Salary	Liability	Vehicle & Equipment
Ranchwood	251.16	75.35	
Cresthills	13	3.9	
Gardens	147.16	44.15	
College Greens	6.5	1.95	
Orchard Terrace	78	2.4	
St. Frances Estates	56.68	17	
Wisteria/B Street	26	7.8	
Dos Amigos	95.16	28.55	
Wal-Mart	39	11.7	
Meadowlands	307.58	92.27	
Verona	160.68	48.2	
Somerset	39	11.7	
Skylark/Regency	299	89.7	
Magnolia	56.68	17	
Four Season's	26	7.8	
Olivera	234	70.2	
Rail Trail	95.16	28.55	
	1930.76	558.22	

Non-Assessment Planters

	Salary	Liability	Vehicles, Gas, & Equipment	Clerical/Prevailing Wages	Irrigation	Misc.
Downtown	169	50.7				
Willmott Trees	52	15.6				
Skylark Oleanders	52	15.6				
Hwy 165 & B Street	26	7.8				
Miller Lane Trees	19.5	5.85				
Rail Trail Extensions	95.16	28.55				
Madison	46.8	14.04				
Cemetery Oleanders	26	7.8				
Colorado	17.16	5.15				
HG Fawcette Canal Side Park (Greenways)	71.5	21.45				
San Juan Corp Yard	39	11.7				
Page Extension	20.8	6.24				
Mechanics	1054	316				
	1688.92	506.48	4800	200	2888.88	75

landscaping	clerical office misc	planter, park and irrig week	12 month weekly	5 year
22,000	200	75 everything	X 0.00138267 = 14,773.96	\$768,245.92 \$ 3,841,229.60
				12 month bi weekly 5 year
				\$384,122.96 \$ 1,920,614.80
		parks	7,460,927 X 0.00061319 = 4,574.46	
		irrigation	7,460,927 X 0.00018718 = 1,396.34	
		planters	3,224,195 X 0.00254327 = 8199.83	
		irrigation	3,224,195 X 0.00018718 = 605.39	

BI-WEEKLY INCLUDING - EVERY WEEK IRRIGATION SERVICE AND EVERY WEEK MOW AND BLOW OF 37 PARKS DURING NINE MONTHS

landscaping	clerical office misc	planter, park and irrigation week	12 month bi-week	5 year
37,000	200	75 everything	X 0.00165629 = 17,696.7	\$460,114.20 \$2,300,571.00
		parks	7,460,927 X 0.00061319 = 4,574.46	
		irrigation	7,460,927 X 0.00018718 = 1,396.34	752 wks incl in the total (necessary)
		planters	3,224,195 X 0.00254327 = 8199.83	
		irrigation	3,224,195 X 0.00018718 = 605.39	752 wks incl in the total (necessary)

37 parks extra mowing for nine months = 24,000, amount included in the total.

(mow and blow only) not including the following parks:

- 1-regency tot lot
- 2-neighborhood park
- 3-village park
- 4-catholic park
- 5-city park
- 6-davis park
- 7-little page park
- 8-presidential park

FEE SCHEDULE SUMMARY

WEEKLY SERVICE SUBTOTAL A \$ 14,773.96

(Multiply Subtotal A by 52)
ANNUAL WEEKLY SERVICE SUBTOTAL B \$ 768,245.92

(Multiply Subtotal B by 5)
TOTAL PROPOSED COST FOR WEEKLY FIVE (5) YEAR SERVICE C \$ 3,841,229.60

WEEKLY SERVICE SUBTOTAL A \$ 14,773.96

(Multiply Subtotal A by 26)
ANNUAL BI-WEEKLY SERVICE SUBTOTAL E \$ 384,122.96

(Multiply Subtotal E by 5)
TOTAL PROPOSED COST FOR BI-WEEKLY FIVE (5) YEAR SERVICE F \$ 1,920,614.80

NEW LOCATIONS

Parks

Item	Unit Cost per SF
Landscape Maintenance	\$ <u>0.00061319</u>
Irrigation Maintenance	\$ <u>0.00018718</u>
TOTAL	\$ <u>0.00081037</u>

Streetscapes and Planters

Item	Unit Cost per SF
Landscape Maintenance	\$ <u>0.00254327</u>
Irrigation Maintenance	\$ <u>0.00018718</u>
TOTAL	\$ <u>0.00273045</u>

Total Unit Cost per SF for New Locations is for pricing of additional landscape maintenance service requests created during the term of the Agreement.



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: June 3, 2020

SUBJECT: November 3, 2020 Municipal Election

TYPE OF REPORT: Consent Agenda

Recommendation:

That the Council consider adoption of a resolution calling and giving notice of the 2020 Municipal Election; and a resolution requesting that the Merced County Board of Supervisors consolidate the local election with the statewide election.

Discussion:

The City of Los Banos conducts elections for City offices on even-numbered years. The statewide general election will be held on Tuesday, November 3, 2020. It has been the practice that the City's election be consolidated, through the services of the Merced County Election Office, with the statewide general election. This year the following positions are up for election:

City Mayor "at-large" for a full term of two (2) years
Council Member for District 1 for a full term of four (4) years
Council Member for District 4 for a full term of four (4) years

Fiscal Impact:

Funding in the amount of \$20,000 is in the 2020-2021 Fiscal Year Budget to pay for Merced County Election services and other related election expenses.

Reviewed by:


Sonya Williams, Finance Director


Alex Terrazas, City Manager

Attachment:

Resolutions

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on Tuesday, November 3, 2020, for the election of Municipal Officers; and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Los Banos does hereby resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Los Banos, California, on Tuesday, November 3, 2020, a General Municipal Election for the purpose of electing a City Mayor "at-large" for a full term of two (2) years, , a Council Member for District 1 for a full term of four (4) years, and a Council Member for District 4 for a full term of four (4) years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed, and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment, and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. on the day of the election and shall remain open continuously from that time until eight o'clock p.m. the same day when the polls shall be closed, except as provided in Section 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in time, form, and manner as required by law.

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

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS REQUESTING THAT THE BOARD OF SUPERVISORS OF THE COUNTY OF MERCED CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2020, WITH THE CALIFORNIA STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO SECTION 10403 OF THE ELECTION CODE

WHEREAS, the City Council of the City of Los Banos called a General Municipal Election to be held on Tuesday, November 3, 2020, for the purpose of the election of a City Mayor “at-large” for a full term of two (2) years, a Council Member for District 1 for a full term of four (4) years, and a Council Member for District 4 for a full term of four (4) years; and

WHEREAS, it is desirable that the General Municipal Election be consolidated with the statewide General Election to be held on the same date and that within the City the precincts, polling places and election officers of the two elections be the same, and that the County Elections Department of the County of Merced canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

WHEREAS, the County of Merced shall comply with all provisions of the Voting Rights Act; and

WHEREAS, Candidate Statements, if submitted, are to be paid for by the Candidate.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Los Banos does hereby resolve, declare, determine and order as follows:

SECTION 1. That pursuant to the requirements of Section 10403 of the Election Code, the Board of Supervisors of the County of Merced is hereby requested to consent and agree to the consolidation of a General Municipal Election with the California Statewide Election on Tuesday, November 3, 2020, for the purpose of the election of a City Mayor “at-large” for a full term of two (2) years, , a Council Member for District 1 for a full term of four (4) years, and a Council Member for District 4 for a full term of four (4) years.

SECTION 2. That pursuant to Los Banos Municipal Code (LBMC) 2-1.1-2 (6) (b) Councilmembers shall be elected in Council District 1 and Council District 3 beginning at the general municipal election in 2016 and every four years thereafter. A certified map showing these districts is attached hereto as **Exhibit A** and described in further detail in Ordinance No. 1123 hereto attached as **Exhibit B** and incorporated by this reference.

SECTION 3. That the County Election Department is authorized to canvass the returns of the General Municipal Election. The selection shall be held in all respects as if there were only one election, and only on form of ballot shall be used.

SECTION 4. That the Board of Supervisors is requested to issue instructions to the County Elections Department to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. That the City of Los Banos recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for such costs.

SECTION 6. That the City Clerk of the City of Los Banos is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the County Election Department of the County of Merced.

SECTION 7. That the City Clerk of the City of Los Banos shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

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



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members
FROM: Alex Terrazas, City Manager *AT*
DATE: June 3, 2020
TYPE OF REPORT: Regular
SUBJECT: Continuation of Existence of Local Emergency COVID - 19
Consideration of Executive Order 2020-01

RECOMMENDATION

1. 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)**

2. Consideration of Resolution No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS
BANOS, RATIFYING, IN PART, AMENDING, IN PART, AND
RESCINDING, IN PART, THAT CERTAIN EXECUTIVE ORDER 2020-01,
ORDER OF THE CITY MANAGER OF THE CITY OF LOS BANOS IN
HIS CAPACITY AS DIRECTOR OF EMERGENCY SERVICES DATE OF
ORDER: APRIL 14, 2020**

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 March 17, 2020 the City Manager as the City's Director of Emergency Services declared a local emergency.
- 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.
- On April 14, 2020 City's Director of Emergency Services issued Executive Order 2020-01 (Attachment 1) which among other things required essential businesses open to the public to prepare and post a Safety Protocol and Sanitation Plan; required employees and customers/visitors of "covered businesses" to wear face coverings; and limited the number of persons entering a covered business.
- On April 15, 2020 the City Council adopted Resolution No. 6203 which extended the proclamation of the existence of a local emergency by the

City's Director of Emergency Services and ratified and confirmed all actions taken by and orders of the City Manager or designee as the City's Director of Emergency Services, including Executive Order 2020-01.

- As of May 26, 2020 there were 273 confirmed cases (100 active) of COVID-19 (novel coronavirus) in Merced County. Of that number, 166 have recovered, and 7 have died and the numbers of confirmed cases continue to increase in Merced County and surrounding counties and the State of California.
- Currently, the County of Merced remains under a stay at home order (by Order of the Merced County Health Officer – May 8, 2020 (Attachment 2). The reasons for declaring the local emergency still exist.

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. This recommendation is based on the data that the number of confirmed cases in Merced County and surrounding counties and the state of California continue to increase. The proposed resolution reaffirms the local emergency (Attachment 3).

Staff is also seeking direction from the City Council relative to Executive Order 2020-01. Options for the Council relative to Executive Order 2020-01 include rescinding or amending the order.

If the City Council wishes to amend Executive Order 2020-01 several options for Council's consideration are outlined later in this staff report. Alternatively, if the Council chooses to rescind Executive Order 2020-01 the County Order (Attachment 2) would apply to the City of Los Banos.

A. Executive Order 2020-01. This Order was issued on April 14, 2020. The current County Order specifically provides that a local order may be more restrictive than the County Order. This Order does the following which is more restrictive than the current County Order.

- Requires all essential businesses open to the public to prepare and post a social distancing protocol and sanitation plan. The County Order has a similar requirement which requires a detailed risk assessment and implementation of a site-specific protection plan.
- Requires all covered businesses to require the wearing of face coverings by employees and customers/visitors. Face coverings in most situations is only a recommendation of the County Order.

- Limits the number of persons allowed into a covered business to 5 persons per 1000 square feet. The County Order does not establish a hard formula for limiting the number of persons allowed in a business open to the public.
- Limits the number of shoppers to one adult per shopping cart. The County Order does not establish a hard formula for limiting the number of persons allowed in a business open to the public.

Alternatives for consideration:

1. Rescind Executive Order 2020-01 in its entirety and defer to the less restrictive County Order. The current County Order does not require but strongly encourages employees and members of the public to wear face coverings. The current County Order only requires the wearing of face coverings in specific circumstances. The current County Order does not have a specific formula for limiting the number of persons who can enter into the facility/job site but requires businesses to limit the number of persons necessary in order to maintain social distancing.

2. Amend Executive Order 2020-01 to do any of the following:

- Require all businesses and organizations authorized to remain open or which are allowed to reopen pursuant to the May 8, 2020 County Order that are open to the public require employees and customers to wear face coverings. Allowing for exemptions from the face covering requirements under the ADA or for children under the age of 2 years.
- Rescind the requirement of one adult person per shopping cart.
- Rescind the requirement of 5 persons per 1000 square feet.
- Require a self-certification to the completion of the detailed risk assessment and implementation of a site-specific protection plan as required pursuant to the May 8, 2020 County Order to be posted on the premises.

Staff has prepared Resolution No. _____ (Attachment 4) for City Council consideration which provides a format for ratifying in part, amending in part, and rescinding in part Executive Order 2020-01. The major components of 2020-01 to consider are set forth in Paragraph A of this staff report.

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.

Attachments:

1. City of Los Banos Executive Order 2020-01
2. County of Merced May 8, 2020 Press Release and Revised Health Order
3. Resolution of the City Council Continuing the Declaration of the Existence of a Local Emergency
4. Resolution of the City Council Ratifying, Amending, and Rescinding Executive Order 2020-01

ATTACHMENT 1

EXECUTIVE ORDER 2020-01

**ORDER OF THE CITY MANAGER OF THE CITY OF LOS BANOS IN
HIS CAPACITY AS DIRECTOR OF EMERGENCY SERVICES**

DATE OF ORDER: APRIL 14, 2020

WHEREAS, 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; and

WHEREAS, the Merced County Public Health Department Operations Center was opened January 27, 2020 in order to prepare for the potential of COVID-19 in and around our community; and

WHEREAS, 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; and

WHEREAS, 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 raised the possibility of community transmission occurring in the general public; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom proclaimed a state of emergency to exist in California; and

WHEREAS, on March 11, 2020, the World Health Organization (WHO) characterized COVID-19 as a pandemic; and

WHEREAS, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20 further enhancing California's ability to respond to the COVID-19 pandemic; directing Californians to follow public health directives including canceling large gatherings of more than 250 people; removing the waiting period for unemployment and disability insurance for Californians who lose work as a result of the COVID-19 outbreak; and allowing local and state legislative bodies to hold meetings via conference calls while still meeting state transparency requirements; and

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency in response to COVID-19; and

WHEREAS, 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; and

WHEREAS, on March 13, 2020, the Health Officer for the County of Merced declared that the imminent introduction of COVID-19 to Merced County was a threat to the public health and declared a local health emergency; and

WHEREAS, on March 13, 2020, the Merced County Director of Emergency Services proclaimed a local emergency to exist throughout Merced County; and

WHEREAS, on March 17, 2020, the Los Banos City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 8634 of the California Government Code and Section 4-2.06 of the Los Banos Municipal Code; and

WHEREAS, on March 18, 2020, the Los Banos City Council ratified the proclamation of local emergency made by the Director of Emergency Services; and

WHEREAS, in response to social distancing guidance issued by the CDC, the California Department of Public Health (CDPH), and the Merced County Department of Public Health, the City of Los Banos cancelled all social gatherings (events, activities, programs, and gatherings) in the City in accordance with the guidance and directives of public health authorities until further notice; and

WHEREAS, in response to social distancing guidance issued by the CDC, the CDPH, and the Merced County Department of Public Health, and to protect the health and safety of the City workforce, and all members of the community, the City closed to the public Los Banos City Hall, Los Banos Community Center, Los Banos Police Department Building, Los Banos Fire Stations No. 1 and 2, and all other Administrative Offices of the City until further notice; and

WHEREAS, in response to social distancing guidance issued by the CDC, the CDPH, and the Merced County Department of Public Health, and to protect the health and safety of all members of the community, the City closed to the public all City parks until further notice: and

WHEREAS, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20 directing all residents of the State of California to heed directives issued by the State Health Officer on the same date instructing all Californians to stay home except as needed to maintain continuity of operations of the federal critical infrastructure sectors; and

WHEREAS, on March 20, 2020, the Merced County Department of Public Health issued a Health Officer Stay at Home Order directing all individuals living in the County of Merced to stay at home or at their place of residence except that they may leave to provide or receive certain essential services or engage in certain essential activities and work for essential businesses and governmental services; directing all businesses and governmental agencies to cease non-essential operations at physical locations in the

County of Merced; prohibiting all non-essential gatherings of any number of individuals; and ordering cessation of all nonessential travel (“Stay at Home Order”); and

WHEREAS, the CDC, the CDPH, and the Merced County Department of Public Health have all issued public health recommendations to the community including but not limited to staying home if sick, social distancing from non-family members, canceling or postponing events and gatherings, and taking other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, federal, state, and local health authorities have recommended that medical workers and first responders wear, where available, hospital grade masks, such as surgical masks or N95 respirators; and

WHEREAS, on April 1, 2020, the CDPH issued guidance recommending the use of face coverings while in public; and

WHEREAS, on April 4, 2020, the CDC recommended wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies), especially in areas of significant community-based transmission of COVID-19; and

WHEREAS, on April 7, 2020, the Merced County Department of Public Health issued the following guidance: “all residents are strongly encouraged to wear a cloth face covering whenever they must be out of the home to reduce the spread of the illness from infected individuals that have no symptoms. This is in addition to the continued requirement of at least 6 feet of social distancing”. “Cloth face covering is defined as any cloth that can be used to cover as tightly as possible the mouth and nose of the wearer. It is NOT a surgical mask or respirator (which must be reserved for health care professionals in their work treating COVID-19 patients). It should be washed at least daily and the wearer should wash their hands before putting it on and after taking it off. Additionally, the wearer should avoid touching the covering as much as possible while wearing it”; and

WHEREAS, on April 8, 2020, the Merced County Department of Public Health issued an enhanced Health Officer Order. This Order supersedes the March 20, 2020, Order of the Health Officer directing all individuals to stay at home. This Order clarifies, strengthens, and extends certain terms of the Prior Stay at Home Order to increase social distancing and reduce person-to-person contact in order to further slow transmission of COVID-19; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19 in our community, it is necessary to exercise my authority pursuant to Section 8634 of the California Government Code and Section 4-2.06 of the Los Banos Municipal Code to issue this regulation related to the protection of life and property.

NOW, THEREFORE, I, Alex Terrazas, the Director of Emergency Services for the City of Los Banos, do hereby issue the following order to become effective immediately, subject to ratification as soon as practicable by the City Council:

ORDER

In conformance with, and where not superseded by the Executive Order N-33-20 issued by the Governor of the State of California and guidance from the CDC, CDPH, and the April 8, 2020 Order of the Merced County Health Officer, this Order additionally specifies and Orders as follows:

1. All individuals, businesses, entities, and government agencies in the City of Los Banos are required to follow the provisions of the April 8, 2020 Order of the Merced County Health Officer.

2. All Essential Businesses that remain in operation in accordance with the April 8, 2020 Order of the Merced County Health Department and that allow members of the public to enter a facility must prepare and post by no later than 12:00 a.m. on April 17, 2020 a "Social Distancing and Sanitation Protocol" on the form attached to this Order as for each of their facilities open to the public in the City of Los Banos.

a. The Social Distancing and Sanitation Protocol must be posted at or near the entrance of the relevant facility, and shall be easily viewable by the public and employees. A copy of the Social Distancing and Sanitation Protocol must also be provided to each employee performing work at the facility.

b. All businesses shall implement the Social Distancing and Sanitation Protocol and provide evidence of its implementation to any authority enforcing this Order upon demand.

c. The Social Distancing and Sanitation Protocol must ensure all required measures are implemented and must identify and require measures necessary to implement social distancing are implemented at each facility that will ensure social distancing and sanitation at that particular facility.

d. If the measures identified and implemented are not effective in maintaining proper social distancing and sanitation, additional measures shall be identified and implemented or the facility shall be closed.

3. Essential businesses within the City of Los Banos that provide sales of retail goods and/or food and/or banking services including without limitation, grocery stores, pharmacies, home improvement stores, gas station convenience stores, restaurants providing take-out or delivery services, banks, savings and loans, and credit unions that remain in operation during the term of this Order ("**Covered Businesses**") shall implement and comply with the following:

a. Covered Businesses shall cause their employees to wear cloth face coverings. A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand, or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels. All employers of covered businesses shall provide, at their expense, cloth face coverings or alternative non-medical grade face coverings for their employees. All persons, including Essential Workers are discouraged from using medical grade personal protective equipment, such as N95 masks, for non-medical reasons.

b. All customers of and visitors to any Covered Business shall wear cloth face coverings or alternative non-medical grade face coverings to provide additional protection for workers and other customers of and visitors to the Covered Business. An operator of a Covered Business may refuse admission or service to any individual who fails to wear a face covering as required by this Order.

c. Further guidance on face coverings could be found here:

- <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Face-Coverings-Guidance.aspx>

d. All customers and visitors to any Covered Business shall limit the number of customers accompanying one another into the Covered Business, except for those that need additional assistance. Entry into a Covered Business shall be limited to one adult person per household "one person per cart" at one time. An operator of a Covered Business may refuse admission or service to any individual or individuals who fail(s) to limit the number of customers accompanying one another as required by this Order.

e. Covered Businesses shall limit the number of customers and visitors in the Covered Business to 5 customers or visitors per 1000 square feet of interior space open to the public.

f. Covered Businesses are encouraged but not required to install plexiglass to separate cashiers and customers at all points of sale.

4. Except as otherwise ordered to do so by this Order, all residents of the City of Los Banos are encouraged but not required to wear face coverings whenever they go outside their homes to obtain essential services and goods, as defined by the Governor's Stay at Home Order and the County Department of Public Health's April 7, 2020 guidance.

5. This Order shall be effective immediately and will remain in effect until and will continue to be in effect until it is rescinded, superseded, or amended in writing by further Order of the Director of Emergency Services. Notwithstanding the foregoing, the City shall not impose penalties for violations of this Order until Monday, April 20, 2020.

6. This Order is issued based on evidence of increasing transmission of COVID-19 both within the City of Los Banos and worldwide, scientific evidence regarding the most effective approach to slow transmission of communicable diseases generally and COVID-19 specifically, as well as best practices as currently known and available to protect the public from the risk of spread of or exposure to COVID-19.

7. This Order is intended to reduce the likelihood of exposure to COVID-19, thereby slowing the spread of COVID-19 in this community. This Order is issued to prevent circumstances often present in Covered Businesses that may exacerbate the spread of COVID-19, such as: (1) the increased likelihood that retail, restaurant, and banking transactions attract people from a broad geographic area; (2) the prolonged time period in which large numbers of people are in close proximity; and (3) difficulty ensuring that such persons (patrons and employees) follow adequate social distancing.

8. This Order is intended to address the strain upon the health care system from the effects of the COVID-19 virus. Similarly, this Order is intended to reduce the likelihood of exposure to COVID19, thereby slowing the community spread of COVID-19.

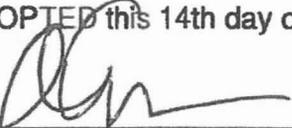
9. This Order is issued in accordance with, and incorporates by reference, the: March 4, 2020 Proclamation of a State Emergency issued by Governor Gavin Newsom and subsequent executive orders; the March 13, 2020 Declaration of Local Health Emergency by the Merced County Department of Health and subsequent orders; the March 17, 2020 proclamation by the Director of Emergency Services of the existence of a local emergency pursuant to Section 8630 of the California Government Code; the March 18, 2020 action by the Los Banos City Council ratifying the proclamation of local emergency made by the Director of Emergency Services; the April 1, 2020 guidance from the CPDH recommending the use of face coverings while in public; and the April 4, 2020 guidance issued by the CDC recommending wearing cloth face coverings in public settings where other social distancing measures are difficult to maintain (e.g., grocery stores and pharmacies); and the April 7, 2020 guidance issued by the Merced County Health Officer recommending the use of a cloth face covering when leaving the house for essential activities.

10. Violation of this Order is a crime and may also be pursued as an administrative fine, an infraction, or a misdemeanor, in the City's sole and absolute discretion. (California Government Code Section 8665, Los Banos Municipal Code Sections 4-2.09 and 4.11.01 - 4.11.20.)

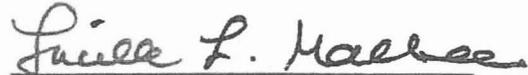
11. Copies of this Order shall promptly be: (1) posted at the City of Los Banos City Hall located at 520 J Street, Los Banos, CA 93635; (2) posted on the City of Los

Banos' website (www.losbanos.org); and (3) provided to any member of the public requesting a copy of this Order.

ADOPTED this 14th day of April 2020.

By: 
ALEX TERRAZAS
Director of Emergency Services

ATTEST


LUCILLE MALLONEE
City Clerk

APPROVED AS TO FORM:


WILLIAM A. VAUGHN
City Attorney



Rebecca Nanyonjo-Kemp, DrPH
Director

Salvador Sandoval, MD, MPH
Health Officer

FOR IMMEDIATE RELEASE:
May 8, 2020

Revised Health Order Allows for More Businesses to Reopen

MERCED COUNTY, CA – After careful consideration, Merced County health officials revised the local Health Order (Order) issued on April 24, 2020. The revised Order allows eligible businesses to resume modified operations as long as they follow specific safety measures.

“After careful consideration and thorough discussions with subject matter experts and Merced County health officials, the Public Health Department is starting to implement steps to reopen the County,” said Dr. Rebecca Nanyonjo-Kemp, Director of the Merced County Public Health Department. “The reopening plan will promote public health and safety while allowing for our community to take the necessary steps to start the recovery process. The Department is committed to the well-being of all individuals and want the overall health and economy to thrive while keeping protective measures in place.”

Businesses meeting criteria may resume modified operations. Currently, in accordance with the State, curbside retail and manufacturing of goods are able to open. In addition, cemeteries, preventative medical appointments (inclusive of dentistry), and baptisms are all allowed to reopen or resume, with modifications. All businesses in operation will be required to follow the Order, Occupational Safety and Health Administration (OSHA) requirements, and the guidelines outlined in the Order. Merced County also developed reopening guidelines in partnership with business sectors. The Order also allows additional businesses to open locally, with modified operations, as the State allows.

The revised Order:

- Directs all businesses open to operate to designate a Safety Officer
- Prohibits all non-essential gatherings (as detailed in the Order)
- Limits activities in public areas
- Encourages outdoor activity with social distancing requirements to the greatest extent possible

Merced County health officials strongly urge everyone to continue following local health orders and practice safety measures in our daily routines. It is crucial that we do not become complacent, because transmission levels will continue to rise.

If you are a Merced County resident who would like to be tested for COVID-19, you will need to register for an appointment either online at www.lhi.care/covidtesting or by phone **1-888-634-1123**.

For additional information pertaining to COVID-19, please visit the Department’s resource website at www.countyofmerced.com/coronavirus or call the Department information line at **209-381-1180** (English, Spanish, Hmong).

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Vicki Jones, MPA, REHS
Environmental Health Division Director

Jessica Montoya-Juarez, MS
Assistant Public Health Director

Yadira Vazquez, MBA
Assistant Public Health Director

James Clark, MICP, MHOAC
EMS Administrator

ORDER OF THE HEALTH OFFICER
OF THE COUNTY OF MERCED ADVISING ALL INDIVIDUALS LIVING
IN THE COUNTY TO CONTINUE TO STAY AT HOME OR AT THEIR PLACE OF
RESIDENCE EXCEPT TO PROVIDE OR RECEIVE CERTAIN ESSENTIAL SERVICES OR
ENGAGE IN CERTAIN ESSENTIAL ACTIVITIES AND WORK FOR ESSENTIAL
BUSINESSES AND GOVERNMENTAL SERVICES OR TO TAKE PART IN CERTAIN
OUTDOOR ACTIVITIES; DIRECTING SPECIFIED BUSINESSES TO CONTINUE TO
CEASE CERTAIN NON-ESSENTIAL OPERATIONS AT PHYSICAL LOCATIONS IN THE
COUNTY; PROHIBITING ALL LARGE NON-ESSENTIAL GATHERINGS OF
INDIVIDUALS; AND ADVISING CESSATION OF ALL NON-ESSENTIAL TRAVEL

DATE OF ORDER: May 8, 2020

UNDER THE AUTHORITY OF CALIFORNIA HEALTH AND SAFETY CODE SECTIONS 101040, 101085, AND 120175, THE HEALTH OFFICER OF THE COUNTY OF MERCED (“HEALTH OFFICER”) ORDERS:

1. This Order repeals and replaces all previous Stay at Home orders issued by the Health Officer of Merced County, except for the Febrile Respiratory Illness Order issued on April 7, 2020, and incorporates by reference the directive from the California State Public Health Officer designating “Essential Critical Infrastructure Workers.” For more information on Essential Critical Infrastructure Workers, see <https://www.covid19.ca.gov/essential-workforce/>. This Order does not supersede any conflicting or more restrictive orders issued by local governments, the State of California, or the Federal Government.
2. This Order implements Executive Order N-33-20, issued by Governor Newsom on March 19, 2020, as well as the Order of the State Public Health Officer issued on March 19, 2020, and all subsequent amendments and modifications thereto (“Collectively, “Governor’s Orders”), to ensure that the maximum number of people limit travel from their residences, while enabling essential services to continue, allow the careful reopening of business, and to continue to slow the spread of COVID-19. When people need to leave their homes or places of residence, whether to obtain or perform vital services, or to otherwise facilitate authorized activities necessary for continuity of social and commercial life, they must comply with the Guidance for Individuals as defined in Section 3 of this Order and/or the Operating Requirements for Businesses and Organizations as defined in Section 5 of this Order. Persons under a Public Health quarantine order must comply with such Orders. All provisions of this Order should be interpreted to effectuate these purposes. Failure to comply with any of the provisions of this Order constitutes an imminent threat to public health.
3. Guidance for Individuals

All public and private gatherings of over 10 people are prohibited, except as otherwise stated herein or authorized by the Health Officer. Individuals may leave their

residence to visit and work for businesses permitted as listed in Appendix A of this Order, or to care for a family member or pet in another household. Individuals may also leave their residence to engage in outdoor activities, including but not limited to walking, hiking, biking, golfing, running or equestrian activities, provided the individuals, or households, comply with Social Distancing Requirements. Nothing in this Order prohibits the gathering of members of a household or living unit.

- a. For purposes of this Order, “Social Distancing Requirements” includes maintaining at least six-foot social distancing from other individuals not from the same household, washing hands with soap and water for at least twenty seconds as frequently as possible or using hand sanitizer, covering coughs or sneezes (into the sleeve or elbow), regularly cleaning high-touch surfaces, and not shaking hands.
- b. All members of the public are strongly encouraged to wear face coverings when social distancing is not feasible, such as in grocery stores or other businesses. Face coverings, when combined with social distancing and handwashing, may prevent transmission of COVID-19 by reducing respiratory droplet exposure. Business owners have the authority to require the use of face coverings for patrons seeking entrance to their business establishments.

4. Guidance for Businesses and Organizations

All businesses and organizations in the County should refer to Appendix A of this Order for guidance as to whether the business or organization may remain open or reopen. Appendix A is intended to be consistent with the Governor’s Orders, the directive from the California State Public Health Officer designating “Essential Critical Infrastructure Workers” and/or any State variances granted to the County.

Indoor dining at food facilities will be permitted when authorized by the Governor’s Orders and/or authorized by a State variance granted to the County. Bars without food service and bars inside restaurants shall remain closed. Drive-in and remote worship services may continue so long as compliant with the with Worship Safe Distancing Rules provided by the Merced County Department of Public Health. Funeral services are permitted so long as compliant with the Funeral Services FAQs provided by the Merced County Department of Public Health. Baptisms are permitted so long as compliant with the Baptism Guidance provided by the Merced County Department of Public Health. All bingo halls, card rooms, indoor and outdoor concerts, dance floors, sports events, theaters, fairs, carnivals, parades, festivals and other similar events, and summer camps shall remain closed at this time. Businesses such as gyms, bars, barbershops and salons will be authorized to reopen upon receiving further guidance from the Governor and/or a State variance granted to the County.

All businesses and organizations not authorized to open or reopen shall cease activities and shall close their facilities, except for basic minimum operations such as activities

to maintain value of the business's inventory, ensure security, process payroll and employee benefits, or related functions. For clarity, businesses may also continue operations to the extent employees or contractors can perform work from home or place of residence.

Merced County Reopening Guidelines ("Reopening Guidelines") are being developed with input from the local business community and guidance from the State. Once developed, such Reopening Guidelines will be incorporated in and made a part of this Order as applicable.

5. Operating Requirements for All Businesses and Organizations

All business and organizations authorized to remain open, or which are allowed to reopen, shall comply with the following requirements:

- a. Limit the number of people who can enter into the facility/job site at any one time to ensure that people in the facility/job site can easily maintain a minimum six-foot distance from one another at all times, except as required to complete business activities; and
 - b. Strongly encourage employees to wear face coverings or use other protective barriers (e.g., plexiglass, cubicles) where six feet of distance is not easily maintained between employees, or between employees and the public; and
 - c. Where lines may form at a facility/job site, mark six-foot increments at a minimum, to establish where individuals should stand to maintain adequate social distancing; and
 - d. Provide hand sanitizer, proper handwashing stations with soap and water, or approved disinfectant at or near the entrance of the facility/job site and other appropriate areas for use by the public and employees, and in locations where there is high-frequency employee interaction with members of the public (e.g., cashiers); and
 - e. Provide for contactless payment systems or, if not feasible to do so, provide disinfectant for all payment portals, pens, and styluses after each use; and
 - f. Regularly disinfect all high-touch surfaces and equipment; and
 - g. Post a sign at the entrance of the facility/job site informing all employees and customers of the requirements set forth in the Febrile Respiratory Illness Order issued on April 7, 2020; and
 - h. Assign a safety officer to ensure compliance with Health Officer Orders, State Guidance, OSHA regulations, and Reopening Guidelines, as applicable.
 - i. To the extent a business or organization otherwise provides for employee and the public's safety within the requirements prescribed by the Governor at <https://covid19.ca.gov/roadmap/>, such provisions shall satisfy the requirements of this section.
6. Parks and cemeteries are permitted to reopen with limitations. Park picnic areas, playgrounds, and indoor facilities in parks must remain closed until authorized by the Governor's Orders or authorized by a State variance granted to the County.

Individuals utilizing these outdoor spaces shall adhere to the Guidance for Individuals in Section 3 of this Order, which prohibits gatherings of over 10 people, maintaining at least six-foot distance from individuals not from the same household, and frequent hand washing or use of hand sanitizer. Golf courses may remain open if following approved operational guidelines provided by the Merced County Department of Public Health.

7. In the event that the Health Officer determines that hospitalizations, or other factors, indicate an increased transmission of COVID-19 or stresses on critical healthcare infrastructure, the Health Officer may issue an addendum to this order requiring additional prevention measures, such as face coverings, or closure of certain higher risk activities and businesses, including, but not limited to indoor dining at food facilities (as allowed to reopen by the Governor's Orders and/or any State variances granted to the County), salons and barbershops (as allowed to reopen by the Governor's Orders and/or any State variances granted to the County), and gyms (as allowed to reopen by the Governor's Orders and/or any State variances granted to the County).
8. Pursuant to Government Code Sections 26602 and 41601 and Health and Safety Code Sections 101029 and 131080, the Health Officer requests that the Sheriff and all chiefs of police in the County ensure compliance with and enforce this Order, including facility or business closure, to the extent law enforcement, in consultation with the Health Department, believes that persons, businesses or other organizations are operating outside of the requirements prescribed by this Order in an unsafe manner. The violation of any provision of this Order constitutes an imminent threat to public health. Consistent with the views expressed by the Governor and after consulting with the Merced County Sheriff, the Health Officer believes that enforcement through education is preferable but that other means of enforcement may be employed, as deemed appropriate by the law enforcement agency.

Violators of this Order may be subject to a fine in the amount of \$100.00 for a first offense, \$200.00 for a second offense, and \$500.00 for a third and subsequent offense (California Health and Safety Code Section 120295 and Government Code Section 8665).

9. In accordance with California Health and Safety Code Section 131080, the Health Officer will follow the guidance of the California Department of Public Health and may modify or extend this Order, or issue additional Orders.
10. This Order shall become effective immediately and continue until it is rescinded, superseded, or amended in writing by the Health Officer.
11. Copies of this Order shall promptly be: (1) made available at the County Administration Building at 2222 M Street, Merced, California 95340; (2) posted on the County Public Health Department's website (countyofmerced.com); and (3) provided to any member of the public requesting a copy of this Order.

12. If any provision of this Order to the application thereof to any person or circumstance is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.

IT IS SO ORDERED:

Salvador Sandoval

Salvador Sandoval, MD, MPH
Merced County Health Officer

Dated: May 8, 2020

APPENDIX A

This Appendix is intended to reflect the Governor's Orders, the directive from the California State Public Health Officer designating "Essential Critical Infrastructure Workers" and/or any State variance granted to the County, including any logical inferences and inclusions therefrom.

- i. Healthcare Operations and Essential Infrastructure, including routine dental services with appropriate protective equipment;
- ii. Grocery stores, certified farmers' markets, farm and produce stands, supermarkets, food banks, convenience stores, and other establishments engaged in the retail sale of food, pet supply, fresh meats, fish, and poultry, and any other household consumer products (such as cleaning and personal care products), unless specifically noted to remain closed in Section 4 of this Order. This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintaining the safety, sanitation, and essential operation of residences;
- iii. Agriculture, food, and beverage cultivation, processing, testing and distribution, including but not limited to, farming, ranching, fishing, dairies, creameries, wineries and breweries in order to preserve inventory and production (not for retail business), as well as business activities that support production and processing by providing essential agricultural supplies and services, including but not limited to, transportation, manufacturing, chemicals, equipment, and services such as cooling, storing, packing, and distribution of such products for wholesale or retail sale;
- iv. Businesses that provide food, shelter, and social services, and other necessities of life for economically disadvantaged or otherwise needy individuals;
- v. Newspapers, television, radio, and other media services;
- vi. Gas stations and auto-supply, sales and auto-repair, and related facilities such as drive-thru automatic car washes and detailing services;
- vii. Banks and related financial institutions;
- viii. Hardware stores;
- ix. Animal care facilities that provide food, shelter, veterinary and/or routine care and other necessities of life for animals including grooming, dog day care, rescue, and boarding;
- x. Plumbers, electricians, exterminators, custodial/janitorial workers, handyman services, funeral home workers and morticians, moving services, HVAC installers, carpenters, vegetation services, tree maintenance, landscapers, gardeners, pool maintenance, property managers, private security personnel and other service providers who provide services to

maintain the safety, sanitation, and essential operation to properties and other Essential Businesses.

- xi. Businesses providing mailing and shipping services, including post office boxes;
- xii. Educational institutions—including public and private K-12 schools, colleges, and universities—for purposes of facilitating distance learning or performing essential functions;
- xiii. Laundromats, drycleaners, and laundry service providers;
- xiv. Indoor dining at food facilities will be permitted when authorized by the Governor's Orders and/or authorized by a State variance granted to the County. Restaurants and other facilities that prepare and serve food, may continue to provide delivery, take-out and curb-side pick-up. Schools and other entities that typically provide free food services to students or members of the public may continue to do so under this Order on the condition that the food is provided to students or members of the public on a pick-up and take-away basis only. Schools and other entities that provide food services under this exemption shall not permit the food to be eaten at the site where it is provided, or at any other gathering site;
- xv. Businesses that supply products needed for people to work from home;
- xvi. Businesses that supply other essential businesses with the support or supplies necessary to operate;
- xvii. Businesses that ship or deliver groceries, food, goods or services directly to residences;
- xviii. Airlines, taxis, and other private transportation providers providing transportation services necessary for Essential Activities and other purposes expressly authorized in this Order;
- xix. Home-based care for seniors, adults, or children;
- xx. Residential facilities and shelters for seniors, adults, and children;
- xxi. Professional services, such as legal or accounting services, when necessary to assist in compliance with legally mandated activities;
- xxii. Delivery services that provide transport of essential products, such as water, food and household products;
- xxiii. Childcare facilities providing services that enable employees exempted in this Order to work as permitted. To the extent possible, childcare facilities must operate under the following mandatory conditions:

1. Childcare must be carried out in stable groups of 12 or fewer (“stable” means that the same 12 or fewer children are in the same group each day).
2. Children shall not change from one group to another.
3. If more than one group of children is cared for at one facility, each group shall be in a separate room. Groups shall not mix with each other.
4. Childcare providers shall remain solely with one group of children.

xxiv. Retail (curbside) and related manufacturing and logistics.

xxv. Destination retail, including shopping malls and swap meets; tanning facilities; office-based businesses; outdoor museums and open gallery spaces will be permitted when authorized by the Governor’s Orders and/or authorized by a State variance granted to the County.

xxvi. Other businesses allowed to reopen pursuant to the Governor’s Orders and/or authorized by a State variance granted to the County.

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 declared a local emergency, finding that that conditions of extreme peril to the safety of persons and property have arisen within the City of Los Banos and that these conditions are or are 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 declaration of a local emergency by the City Manager as the Director of Emergency Services; and

WHEREAS, on April 15 2020 pursuant to Resolution 6203, the City Council extended the proclamation 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

WHEREAS, on April 15 2020 pursuant to Resolution 6203, the City Council ratified and confirmed 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; and

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

WHEREAS, As of May 26, 2020 there were 273 confirmed cases (100 active) of COVID-19 (novel coronavirus) in Merced County, 166 have recovered, and 7 have died and the number of confirmed cases continues to increase in the County of Merced and surrounding counties and in the State of California; and

WHEREAS, currently, the County of Merced remains under a stay at home order (by Order of the Merced County Health Officer – May 8, 2020; 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 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 declaration of local emergency and finds based upon substantial evidence that the public interest and necessity require the continuance of the proclamation and declaration of local emergency; and
5. The City Council does hereby proclaim and declare an extension and continuation of the proclamation 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 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 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 3rd day of June 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

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, RATIFYING, IN PART, AMENDING, IN PART, AND RESCINDING, IN PART, THAT CERTAIN EXECUTIVE ORDER 2020-01, ORDER OF THE CITY MANAGER OF THE CITY OF LOS BANOS IN HIS CAPACITY AS DIRECTOR OF EMERGENCY SERVICES DATE OF ORDER: APRIL 14, 2020

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 declared a local emergency, finding that that conditions of extreme peril to the safety of persons and property have arisen within the City of Los Banos and that these conditions are or are 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 declaration of a local emergency by the City Manager as the Director of Emergency Services; and

WHEREAS, on April 15 2020 pursuant to Resolution 6203, the City Council extended the proclamation 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

WHEREAS, on April 15 2020 pursuant to Resolution 6203, the City Council ratified and confirmed 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; and

WHEREAS, as of May 26, 2020 there were 273 confirmed cases (100 active) of COVID-19 (novel coronavirus) in Merced County, 166 have recovered, and 7 have died and the number of confirmed cases continues to increase in the County of Merced and surrounding counties and in the State of California; and

WHEREAS, currently, the County of Merced remains under a stay at home order (by Order of the Merced County Health Officer – May 8, 2020); and

WHEREAS, the health, safety and welfare of City of Los Banos residents, businesses, visitors and staff are of utmost importance to the City and to the City Council; and

WHEREAS, Government Code § 8634 provides in part: "During a local emergency the governing body of a political subdivision, or officials designated thereby,

may promulgate orders and regulations necessary to provide for the protection of life and property, including orders or regulations imposing a curfew within designated boundaries where necessary to preserve the public order and safety. Such orders and regulations and amendments and rescissions thereof shall be in writing and shall be given widespread publicity and notice"; and

WHEREAS, at the City Council meeting of June 3, 2020 the City Council reviewed Executive Order 2020-01 and received and considered comments on the same from interested stakeholders; and

WHEREAS, as a consequence of such review the City Council now acts to ratify, in part, amend in part, and rescind in part Executive Order 2020-01.

NOW THEREFORE, the CITY COUNCIL OF THE CITY OF LOS BANOS, DOES HEREBY RESOLVE, DECLARE, DETERMINE and ORDER AS FOLLOWS:

Section 1. That certain order of the Director of Emergency Services entitled "EXECUTIVE ORDER 2020-01, ORDER OF THE CITY MANAGER OF THE CITY OF LOS BANOS IN HIS CAPACITY AS DIRECTOR OF EMERGENCY SERVICES DATE OF ORDER: APRIL 14, 2020 is hereby ratified, in part, amended, in part, and rescinded, in part, as if it had been adopted by this City Council in the first instance.

Section 2. Section 2 of the order is amended to read as follows:

"2. All business and organizations authorized to remain open, or which are allowed to reopen, pursuant to the May 8, 2020 Order of the Merced County Health Officer, within the City of Los Banos shall comply with the following additional requirements:

(a) Before reopening, all facilities must:

(1) Perform a detailed risk assessment and implement a site-specific protection plan.

(2) Train employees on how to limit the spread of COVID-19, including how to screen themselves for symptoms and the need to stay home if they have them.

(3) Implement individual control measures and screenings.

(4) Implement disinfecting protocols.

(5) Implement physical distancing guidelines.

(6) Certify that the business has addressed and met all five criteria listed above and post the certification in a publicly viewable area where it is available to both

the public and employees. The guidelines can be found here: www.reopenmercedcounty.com/guidelines/ “

[OR IN THE ALTERNATIVE]

Section 2. Section 2 of the order is rescinded.

Section 3. Section 3 of the order is amended to read as follows:

“3. All businesses and organizations authorized to remain open, or which are allowed to reopen, pursuant to the May 8, 2020 Order of the Merced County Health Officer, within the City of Los Banos, that are open to the public and/or provide sales of retail goods and/or food and/or banking services and/or other services including without limitation, retail facilities, grocery stores, pharmacies, home improvement stores, gas station convenience stores, restaurants providing take-out or delivery services or dine in, banks, savings and loans, and credit unions that remain in operation during the term of this Order (“**Covered Businesses**”) shall implement and comply with the following:

a. Covered Businesses shall cause their employees to wear cloth face coverings. A cloth face covering is a material that covers the nose and mouth. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. A cloth face covering may be factory-made or sewn by hand, or can be improvised from household items such as scarfs, T-shirts, sweatshirts, or towels. All employers of covered businesses shall provide, at their expense, cloth face coverings or alternative non-medical grade face coverings for their employees. All persons, including Essential Workers are discouraged from using medical grade personal protective equipment, such as N95 masks, for non-medical reasons.

b. All customers of and visitors, except individuals with disabilities per ADA or children under the age of 2 years, to any Covered Business shall wear cloth face coverings or alternative non-medical grade face coverings to provide additional protection for workers and other customers of and visitors to the Covered Business. An operator of a Covered Business may refuse admission or service to any individual who fails to wear a face covering as required by this Order.

c. Further guidance on face coverings can be found here:

- <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html>
- <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Face-Coverings-Guidance.aspx>

d. Notwithstanding Sections 3a and 3b, a face covering is not required when:

(1) A person is in a personal office or other confined space where others outside of that person's household or living unit are not present, as long as the public does not regularly visit the room. For example, and without limitation, a bank manager, office worker, accountant, attorney, or repairperson is not required to wear a face covering if that person is alone in a confined space (i.e., with walls and a door) not regularly visited by the public, but that individual must put on a face covering when coworkers are nearby or when visited by a client or customer, and anywhere members of the public or other coworkers gather or are regularly present; or

(2) Wearing a face covering would create a health or safety risk to the person, based on their type of activity, as determined by local, state, or federal regulators or workplace safety guidelines.

e. Notwithstanding Sections 3a and 3b, due to risk of suffocation, face coverings are not recommended for (1) any child two years or younger, and (2) anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove the face covering without assistance.

f. Notwithstanding Sections 3a and 3b, a face covering is not required to be worn by a person if a medical professional has advised that person that wearing a face covering may pose a health or safety risk.”

[OR IN THE ALTERNATIVE]

Section 3. Section 3 of the order is rescinded.

Section 4. Except as specifically set forth herein the provisions of Executive Order 2020-01 shall remain in full force and effect.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3rd day of June 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 & City Council Members

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

DATE: June 3, 2020

TYPE OF REPORT: Public Hearing

SUBJECT: Landscaping and Lighting Districts No. 1-7 and No. 9-19 Annual Assessments

Recommendation:

To complete the preparation of the annual assessment of the City of Los Banos' Eighteen (18) Landscape and Lighting Districts, the City Council is requested to take the following actions:

1. Conduct a noticed public hearing to solicit input on the Landscaping and Lighting Districts annual assessments.
2. Adopt the Resolution confirming Diagram and Assessment and Levying Assessments for Landscaping and Lightings Districts No. 1-7 and No. 9-19 for Fiscal Year (FY) 2020-2021.

Background:

The City of Los Banos currently administers eighteen (18) Landscaping and Lighting Districts which provides for the maintenance of certain improvements within each of the districts. The fiscal health of the Landscaping & Lighting Districts has continually improved over the last ten years. Fifteen (15) Districts maintained a negative fund balance in FY 2009-2010. The ending balance for FY 2020-2021 is estimated to have only two (2) Districts with a negative fund balance. This transformation affords staff the ability to plan/schedule the repair and replacement of the infrastructure in the parks and right-of-ways. The maintenance and improvements which are part of the Landscaping and Lighting Districts are specific for each district and may include the following types of items: street lighting; landscaped street medians and right-of-ways; storm drainage facilities; water,

sewage, and disposal; sidewalks and street signs; parks and related facilities; masonry walls and fences; and/or traffic signals.

For each fiscal year, the City Council holds a public hearing to confirm and authorize the levying of assessments presented in the assessment roll for each Landscaping and Lighting District. The assessment rolls are found in the Annual Report for each Landscaping and Lighting District prepared by the City Engineer/Public Works Director and other City staff. The annual reports are filed with the City Clerk. Copies are also available at the Public Works office for review. This year the Landscaping and Lighting Districts were publicly noticed in the local newspaper on May 15, 2020.

Discussion:

The Engineer's report for each of the Landscaping and Lighting Districts in FY 2020-2021 consists of six parts as follows:

PART A – Plans and specifications for the improvements are filed with the City Clerk. Although separately bound, the plans and specifications are a part of this report and are included in the report by reference.

PART B – An estimate of the FY 2020-2021 Landscaping and Lighting District maintenance and improvement costs.

PART C – An assessment of the estimated cost of the improvements on each benefited parcel of land within the Landscaping and Lighting District and are included in the report by reference.

PART D – A statement of the method by which the undersigned has determined the amount proposed to be assessed against each parcel.

PART E – A list of the names and addresses of the owners of real property within the Landscaping and Lighting District, as shown on the last equalized assessment roll for taxes, or as known to the Clerk. The list is keyed to Exhibit C by assessment number and included in the report by reference.

PART F – A diagram showing all of the parcels of real property within the Landscaping and Lighting District is keyed to Part C by assessment number and included in the report by reference.

Attached is a table that outlines each Landscaping and Lighting District, the year of formation, the FY 2019-2020 current assessment, and the proposed FY 2020-2021 assessment. Also attached are Part B, FY 2020-2021 Engineer's Cost Estimate, and Part D, FY 2020-2021 Method of Assessment Spread.

The following is a summary of improvements which are being scheduled for the Districts in FY 2020-2021:

District 1 – Ranchwood

- Repair irrigation & replant trees/plants – Vineyards A & C Basins
- Planned shade structure Vineyards B

District 11 – Meadowlands

- Planned rehabilitation of one of the pumps at the Meadowlands Storm Station

District 12 – Mission Estates

- Repair slide at Verona Park playground

District 13 – Somerset

- Repair irrigation & replant plants in landscape strips along Overland Ave

District 17 – Stonecreek

- Landscape improvements programmed for FY 2020-2021 through FY 2023-2024

District 18 – Rail Road Corridor

- Repair irrigation & replant plants in landscape strips along Rail Trail

Future scheduled capital improvements are as follows:

Year	Improvement Type	District
2022		
\$45,000	College Greens Parking Lot Resurfacing	#4
\$12,000	Landscape and Irrigation Improvements	#7
\$45,000	Shade Structure	#12
\$8,000	Landscape and Irrigation Improvements	#16
\$70,000	Landscape and Irrigation Improvements	#17
\$40,000	Landscape and Irrigation Improvements	#18
2023		
\$11,000	Landscape and Irrigation Improvements	#5
\$35,000	Landscape and Irrigation Improvements	#17
\$20,000	Park/Playground/Landscaping	#18
2024		
\$50,000	Landscape and Irrigation Improvements	#1
\$10,000	Landscape and Irrigation Improvements	#6
\$12,000	Landscape and Irrigation Improvements	#7
\$30,000	Landscape and Irrigation Improvements	#9
\$20,000	Landscape and Irrigation Improvements	#10
\$70,000	Landscape and Irrigation Improvements	#11
\$100,000	Veterans Park Lighting	#11
\$12,500	Landscape and Irrigation Improvements	#15
\$70,000	Landscape and Irrigation Improvements	#17
2025		
\$200,000	Shade Structure and Playground Replacement	#1
\$220,000	Cresthills Park Restroom	#2
\$70,000	Playground Replacement	#3
\$100,000	Landscape and Irrigation Replacement	#11
\$200,000	Playground Replacement	#11
\$80,000	Playground Replacement	#12
\$8,000	Landscape and Irrigation Replacement	#16

Tree replacements and tree re-staking is being scheduled in every District utilizing park maintenance funds and/or capital funds. The forecast to manage the Districts responsibly and make scheduled improvements is encouraging. This is the second year since the economic downturn, more than ten years ago, where the majority of Districts will only see a Cost of Living increase.

As show on the attached 2021 LLD Engineers Calculations Table, the following Districts are recommended to be increased by a Cost of Living Index of 2.9%: Districts 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 14, 17a, and 18.

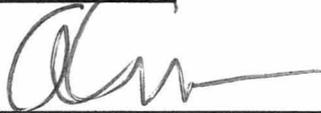
Due to existing deficits, District 11 is recommended to be increased the maximum 5%, and District 19 is recommended to be increased by the maximum of 10%.

Districts 13, 15, 16, 17b, and 17c are all recommended to not be increased, and their assessments are recommended to be left at the 2019/2020 amount.

Fiscal Impact:

The Resolution attached allows the City to submit the levies to the County to be placed on the tax rolls. These assessments provide for the maintenance and improvements in the Landscaping and Lighting Districts for the 2020-2021 fiscal year.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

- Resolution
- 2021 LLD Engineers Calculations
- Public Hearing Notice
- Estimated Fund Balances
- Landscaping and Lighting District Map
- Landscaping and Lighting District Assessment Table
- Part B and Part D of Engineer's Report

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS CONFIRMING DIAGRAM,
ASSESSMENT, AND LEVYING ASSESSMENTS
FOR LANDSCAPING AND LIGHTING DISTRICTS
NUMBERS 1-7 AND NUMBERS 9-19 FOR THE
FISCAL YEAR 2020-2021**

The City Council of the City of Los Banos resolves:

1. Pursuant to the Landscaping and Lighting Act of 1972, the City Engineer for the City's Landscaping and Lighting Districts Numbers 1-7 and Numbers 9-19 has filed annual reports for each district for fiscal year 2020-2021 with the City Clerk; and

2. The charges presented on the Assessment roll for each Landscaping and Lighting District is developed in compliance to the Landscaping and Lighting Act of 1972, Section 22569 and 22572. The charges are levied without regard to property valuation.

3. The City Engineer has filed his annual report with the City Clerk, and the City Council adopted its Resolution of intention to Levy and Collect Assessments within the Landscaping and Lighting Districts for the fiscal year 2020-2021 and set a public hearing to be held on June 3, 2020, in the meeting place of the City Council, City Hall, 520 J Street, Los Banos, CA. Notice of the hearing was given in the time and manner required by law.

4. At the public hearing, the City Council afforded to every interested person an opportunity to comment on the annual reports either in writing or orally, and the City Council has considered each comment.

5. The City Council hereby confirms the diagram and assessments as set forth in the annual reports of the City Engineer for Landscaping & Lighting Districts Numbers 1-7 and Numbers 9-19 and hereby levies the assessments set forth herein for fiscal year 2020-2021.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3rd day of June 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

2021 LLD Engineers Calculations

Increase		Part	Current Assessment	Increase	New Assessment	Assessment Units	Tax Assessment
2.9%	District 1 - Ranchwood	a	109.42	3.16	112.58	1215	136,784.70
		b	383.26	11.12	394.38	952	375,449.76
		c	1,533.08	44.46	1,577.54	2.58	4,070.06
							516,304.52
2.90%	District 2 - Cresthills		193.80	5.62	199.42	622	124,039.24
2.90%	District 3 - Gardens	a	204.44	5.92	210.36	563	118,432.68
		b	314.28	9.10	323.38	118	38,158.84
							156,591.52
2.90%	District 4 - College Greens		165.40	4.80	170.20	777	132,245.40
2.90%	District 5 - Orchard Terrace	a	209.68	6.08	215.76	304	65,591.04
		b	838.80	24.32	863.12	9.88	8,527.63
							74,118.67
2.90%	District 6 - St Francis		98.92	2.86	101.78	322	32,773.16
2.90%	District 7 - Valley Meadows		213.46	6.20	219.66	87	19,110.42
2.90%	District 9 - Jo-Lin	a	214.48	6.22	220.70	456	100,639.20
		b	1,245.30	36.10	1,281.40	20.70	26,524.98
							127,164.18
2.90%	District 10 - LB Shopping		1,110.92	32.22	1,143.14	39.91	45,622.72
5%	District 11 - Meadowlands	a	228.12	11.40	239.52	833	199,520.16
		b	231.62	11.58	243.20	101	24,563.20
		c	1,142.86	57.14	1,200.00	2.00	2,400.00
		d	-	-	654.86	59	38,636.74
							265,120.10
2.90%	District 12 - Mission Estates		243.34	7.06	250.40	560	140,224.00
0%	District 13 - Somerset	a	299.24	-	299.24	77	23,041.48
		b	1,196.96	-	1,196.96	9.95	11,909.75
							34,951.23

2021 LLD Engineers Calculations

			Current		New	Assessment	Tax
	Part	Assessment	Increase	Assessment	Units	Assessment	
2.90%	District 14 - Northgate	a	310.84	9.00	319.84	563	180,069.92
		b	364.34	10.56	374.90	245	91,850.50
							271,920.42
0%	District 15 - Magnolia Grove		376.52	-	376.52	31	11,672.12
0%	District 16 - Senior Village		94.94	-	94.94	146	13,861.24
2.90%	District 17 - Stonecreek	a	387.30	11.22	398.52	407	162,197.64
0%		b	734.94	-	734.94	301	221,216.94
0%		c	433.32	-	433.32	19.27	8,350.08
							391,764.66
2.90%	District 18 - Rail Trail		11.04	0.32	11.36	10,121.44	114,979.56
10%	District 19 - Talbott Park		2,680.22	268.02	2,948.24	24.99	73,676.52
							2,546,140

revised 5-12-20

**CITY OF LOS BANOS
NOTICE OF PUBLIC HEARING**

TO RECEIVE PUBLIC COMMENT ON THE QUESTION OF THE
LEVY OF THE PROPOSED ANNUAL ASSESSMENT FOR FISCAL YEAR 2020-2021
FOR LANDSCAPING AND LIGHTING DISTRICTS 1-7 AND 9-19

Where: City Council Chambers
520 J Street
Los Banos, CA 93635

When: June 3, 2020
4:00 PM

Notice is hereby given that the City of Los Banos will conduct a Public Hearing when and where public testimony will be invited regarding the question of the levy of the proposed annual assessment for fiscal year 2020-2021. The City Council intends to levy and collect assessments within Assessment Districts No. 1-7 and No. 9-19 during the Fiscal Year 2020-2021. The area of land to be assessed is located in the City of Los Banos, Merced County. The improvements to be made in these assessment districts are generally described as follows:

1. Street Lighting, Landscaped Street Medians and Right-of-Ways, Storm Drainage Facilities, Park Areas & Recreational Facilities, Street Trees, Walls, Sidewalks & Street Signs.

An annual report prepared by the City Engineer for the City of Los Banos (Engineer of Work) is on file with the City Clerk as required by the Landscape and Lighting Act of 1972. Below is a table showing the Assessment Districts, the existing 2019-2020 assessments and the 2020-2021 proposed assessments.

District Number	District Name	2019-2020 Existing Assessment	2020-2021 Proposed Assessment
1	Ranchwood Estates	a) \$109.42/RU	a) \$112.58/RU
	Vineyards	b) \$383.26/RU	b) \$394.38/RU
	Commercial - Dollar General	c) \$1,533.08/Acre	c) \$1,577.54/Acre
2	Cresthills	\$193.80/RU	\$199.42/RU
3	Los Banos Gardens Units 2,4,5	a) \$204.44/RU	a) \$210.36/RU
	Los Banos Gardens Unit 3	b) \$314.28/RU	b) \$323.38/RU
4	College Greens Estates	\$165.40/RU	\$170.20/RU
5	Orchard Terrace	a) \$209.68/RU	a) \$215.76/RU
	Commercial – Commerce Center	b) \$838.80/Acre	b) \$863.12/Acre
6	St Francis Estates	\$98.92/RU	\$101.78/RU
7	Valley Meadows	\$213.46/RU	\$219.66/RU
9	Jo-Lin/Rancho de Amigos	a) \$214.48/RU	a) \$220.70RU
	Commercial – College Plaza	b) \$1,245.30/Acre	b) \$1,281.40/Acre
10	Commercial – LB Creek Shopping Center	\$1,110.92/Acre	\$1,143.14/Acre
11	Meadowlands	a) \$228.12/RU	a) \$239.52/RU
	Avalon	b) \$231.62/RU	b) \$243.20/RU
	Commercial	c) \$1,142.86/Acre	c) \$1,200.00/Acre
	Southpointe	d) -	d) \$ 654.86/RU
12	Verona/Mission Estates	\$243.34/RU	\$250.40/RU
13	Somerset Park	a) \$299.24/RU	a) \$299.24/RU
	Commercial – Circle K	b) \$1,196.96/Acre	b) \$1,196.96/Acre
14	Northgate @ Regency Park	a) \$310.84/RU	a) \$319.84/RU
	Mission Village North	b) \$364.34/RU	b) \$374.90/RU
15	Magnolia Grove	\$376.52/RU	\$376.52/RU
16	Senior Homes Villages	\$94.94/RU	\$94.94/RU
17	Stonecreek Villages	a) \$387.30/RU	a) \$398.52/RU
	Villages III, IV,VII	b) \$734.94/RU	b) \$734.94/RU
	Commercial – Stonecreek Plaza	c) \$433.32/Acre	c) \$433.32/Acre
18	Rail Road Corridor	\$11.04/Linear Foot	\$11.36/Linear Foot
19	Talbot Park	\$2,680.22/Acre	\$2,948.24/Acre

RU = Residential Unit

CU = Commercial Unit

All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the assessment district.

The Public Hearing will be held at the regular meeting of the Los Banos City Council on Wednesday, June 3, 2020 at 4:00 p.m. live via YouTube. The City has established a temporary email address citizens can use to email comments on this agenda item. Any public comments received by June 3, 2020 prior to 4:00 p.m. will be read aloud during the appropriate time. The email address is cityclerk@losbanos.org. The Council Chambers will be closed to the public; those interested in viewing the City Council Meeting live, can do so on the City of Los Banos' YouTube Channel at: <https://www.youtube.com>. Questions regarding this Public Hearing item may be directed to Mark Fachin, P.E., Public Works Director/City Engineer at the Public Works Department, 411 Madison Avenue or at (209) 827-7056.

All interested persons will be given an opportunity to submit a comment on this item prior to the Public Hearing. In addition, written comments may be submitted to the City Council prior to the hearing, mailed to 411 Madison Avenue, Los Banos, CA 93635, Attention: Mark Fachin, P.E., Public Works Director/City Engineer. Please reference hearing title and date of hearing in any correspondence. If no comments are received prior to or on the above date, it will be assumed that no comments are being offered. Please note that if you challenge the City's final decision on the above matter in court, you may be limited to raising only those factual and legal issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council prior to, the public hearing. In light of the foregoing, all interested members of the public are encouraged to voice their concerns regarding all above matter either by email to the City Clerk prior to 4:00 p.m. on June 3, 2020 or in writing through correspondence addressed to the City Council and submitted to the City Council prior to the date of the above hearing.

It is the intention of the City to comply with the Americans with Disabilities Act (ADA). If you require special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (209) 827-7000 at least 48 hours prior to the meeting to inform us of your particular needs.

THE CITY OF LOS BANOS
MARK FACHIN, P.E., PUBLIC WORKS DIRECTOR/CITY ENGINEER
Legal MAY 15, 2020

City of Los Banos
Landscape & Lighting Districts
Estimated Fund Balances

District	Fund	Audited Ending Fund Bal FY 18-19	Requested Revenues FY 19-20	Requested Expenditures FY 19-20	Estimated Ending Fund Bal FY 19-20	Requested Revenue FY 20-21	Requested Expend FY 20-21	Estimated Ending Fund Bal FY 20-21
Ranchwood	271	161,871	501,643	572,847	90,667	515,996	562,369	44,294
Cresthills	272	27,361	95,043	105,772	16,632	123,874	86,414	54,092
Los Banos Gardens	273	15,677	152,017	144,593	23,101	156,398	149,922	29,577
College Green	274	128,860	107,680	140,116	96,424	132,395	140,621	88,198
Orchard Terrace	275	82,954	72,224	139,949	15,229	74,450	73,159	16,520
St. Francis	276	36,157	31,947	40,509	27,595	32,810	35,667	24,738
Valley Meadows	277	20,159	18,651	17,086	21,724	19,129	17,927	22,926
Jo-Lin Manor	279	93,820	123,933	161,096	56,657	127,149	128,103	55,703
LB Creek Shopping Center	280	34,183	44,487	46,618	32,052	45,670	48,234	29,488
Meadowlands	281	(449,817)	215,498	259,516	(493,835)	264,720	278,906	(508,021)
Verona/Mission Estates	282	56,288	118,779	128,825	46,242	140,164	128,974	57,432
Somerset Park	283	49,602	31,204	50,221	30,585	35,073	51,704	13,954
Northgate/Regency Park	284	49,701	264,343	275,427	38,617	271,788	288,524	21,881
Magonolia Grove	285	(10,996)	11,621	5,505	(4,880)	11,682	6,111	691
Senior Homes Villages	286	10,197	13,815	17,323	6,689	13,810	10,912	9,587
Stonecreek Villages	287	37,624	332,452	309,025	61,051	391,465	356,017	96,499
Rail Road Corridor	288	84,958	117,649	106,620	95,987	115,122	124,190	86,919
Talbot Park	289	(158,755)	66,978	65,700	(157,477)	73,727	68,251	(152,001)

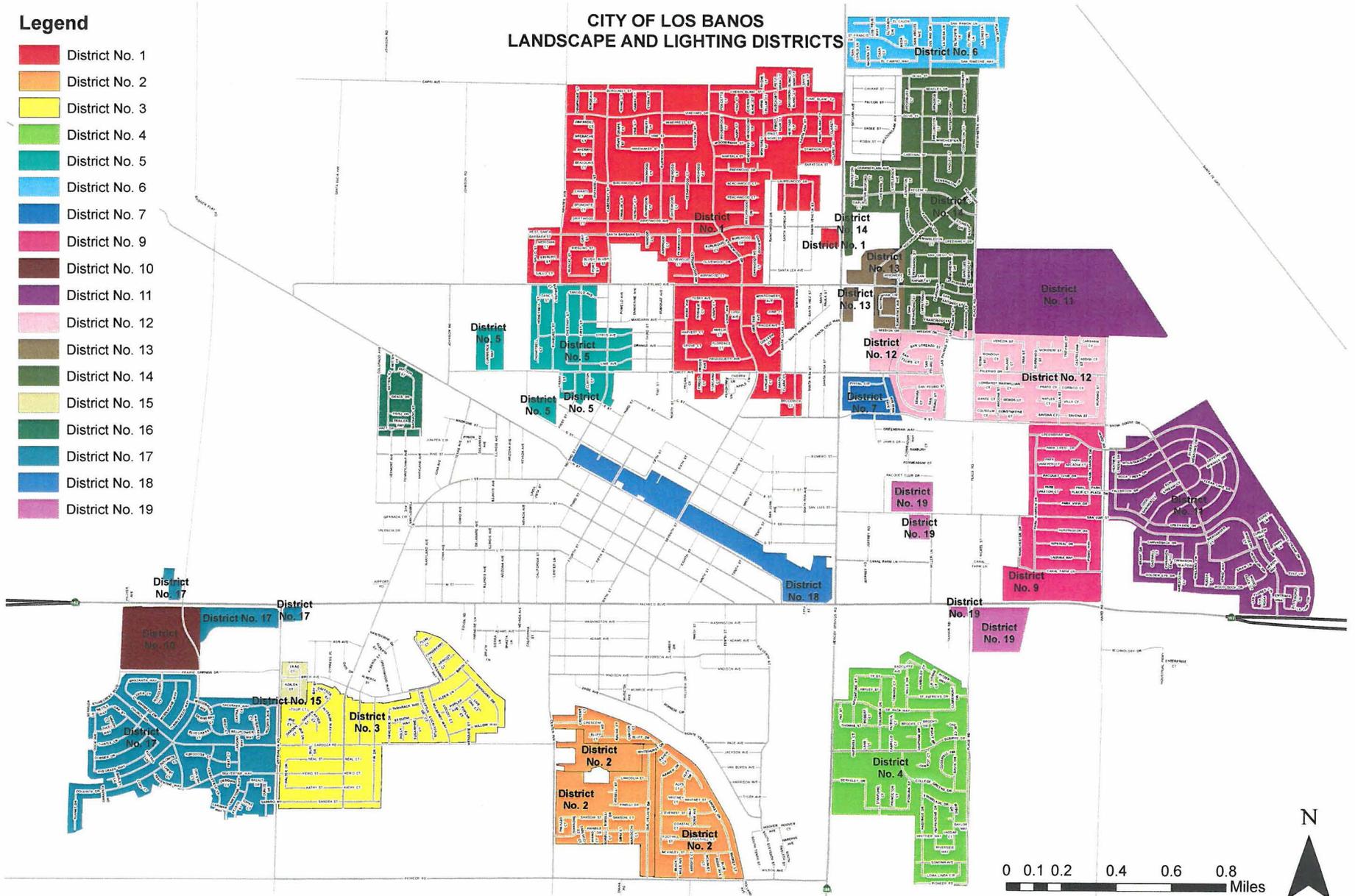
FY 2021 Capital Improvements

Ranchwood	Shade Structure	\$	25,000
Ranchwood	Landscaping & Irrigation	\$	50,000
Meadowlands	Storm Drain Improvements	\$	10,000
Mission Estates	Playground Slide Repair	\$	5,600
Somerset	Landscape Improvements	\$	20,000
Stonecreek	Landscape Improvements	\$	35,000
Rail Road Corridor	Landscaping & Irrigation	\$	20,000

CITY OF LOS BANOS LANDSCAPE AND LIGHTING DISTRICTS

Legend

- District No. 1
- District No. 2
- District No. 3
- District No. 4
- District No. 5
- District No. 6
- District No. 7
- District No. 9
- District No. 10
- District No. 11
- District No. 12
- District No. 13
- District No. 14
- District No. 15
- District No. 16
- District No. 17
- District No. 18
- District No. 19



**CITY OF LOS BANOS
LANDSCAPING AND LIGHTING
DISTRICT ASSESSMENT TABLE**

District #	Year Formed	District Name	2019/2020 Existing Assessment	2020/2021 Proposed Assessment
1	1988	Ranchwood Estates	a) \$109.42/RU	a) \$112.58/RU
	1998	Vineyards	b) \$383.26/RU	b) \$394.38/RU
	2015	Commercial - Dollar General	c) \$1,533.08/Acre	c) \$1,577.54/Acre
2	1988	Cresthills	\$193.80/RU	\$199.42/RU
3	1988,89,03	Los Banos Gardens Units 2,4,5	a) \$204.44/RU	a) \$210.36/RU
	2001	Los Banos Gardens Unit 3	b) \$314.28/RU	b) \$323.38/RU
4	1989	College Greens Estates	\$165.40/RU	\$170.20/RU
5	1989	Orchard Terrace	a) \$209.68/RU	a) \$215.76/RU
	2015	Commercial – Commerce Ctr	b) \$838.80/Acre	b) \$863.12/Acre
6	1989	St Francis Estates	\$98.92/RU	\$101.78/RU
7	1990	Valley Meadows	\$213.46/RU	\$219.66/RU
9	1991	Jo-Lin/Rancho de Amigos	a) \$214.48/RU	a) \$220.70/RU
	2001	Commercial – College Plaza	b) \$1,245.30/Acre	b) \$1,281.40/Acre
10	1994	Commercial – LB Creek Shopping Ctr	\$1,110.92/Acre	\$1,143.14/Acre
11	1999	Meadowlands	a) \$228.12/RU	a) \$239.52/RU
	2000	Avalon	b) \$231.62/RU	b) \$243.20/RU
	1999	Commercial	c) \$1,142.86/Acre	c) \$1,200.00/Acre
	2020	Southpointe at Regency Park	d) -	d) \$ 654.86/RU
12	2001	Verona/Mission Estates	\$243.34/RU	\$250.40/RU
13	2002	Somerset Park	a) \$299.24/RU	a) \$299.24/RU
	2015	Commercial – Circle K	b) \$1,196.96/Acre	b) \$1,196.96/Acre
14	2002	Northgate @ Regency Park	a) \$310.84/RU	a) \$319.84/RU
	2004	Mission Village North	b) \$364.34/RU	b) \$374.90/RU
15	2004	Magnolia Grove	\$376.52/RU	\$376.52/RU
16	2006	Senior Homes Villages	\$94.94/RU	\$94.94/RU
17	2006	Stonecreek Villages	a) \$387.30/RU	a) \$398.52/RU
	2016	Villages III, IV	b) \$734.94/RU	b) \$734.94/RU
	2009	Commercial – Stonecreek Plaza	c) \$433.32/Acre	c) \$433.32/Acre
18	2006	Rail Road Corridor	\$11.04/Linear Foot	\$11.36/Linear Foot
19	2006	Talbott Park	\$2,680.22/Acre	\$2,948.24/Acre

RU = Residential Units

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 1

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN RANCHWOOD ESTATES AND THE VINEYARDS, UNITS 1-3

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	520.26
2	Fleet Services	584.48
3	Sidewalk Maintenance	65.00
4	Water Sewerage & Disposal	21,528.00
5	Landscape Maintenance	2,666.82
6	Park Maintenance	18,200.00
7	Storm Drain Maintenance	52.00
8	Street Sign Maintenance	390.00
9	Street Tree Maintenance	520.00
10	Fence Maintenance	130.00
11	Professional Services	14,126.06
12	Street Light Maintenance	1,300.00
13	Electricity & Gas	13,234.00
14	Gasoline & Oil	821.86
	Sub Total	\$ 74,138.48
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 74,138.48

B. INCIDENTAL EXPENSES

1	District Administrative Costs	5,831.28
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	46,746.18
	Total Incidental Expenses	\$ 52,577.46

C. CAPITAL EXPENSES

1	Specialized Equipment	6,500.00
2	Landscape & Irrigation	13,000.00
	Total Capital Expenses	\$ 19,500.00

Total Estimated Cost 2020-2021 \$ 146,215.94

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 23,573.42
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (122,556.46)

PART B
ESTIMATE OF COST
CITY OF LOS BANOS
2020-2021

A. ITEMS TO BE MAINTAINED IN THE VINEYARDS, UNITS 4-18; VILLAGE GREEN; AND HARVEST GROVE

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	1,460.73
2	Fleet Services	1,641.04
3	Sidewalk Maintenance	182.50
4	Water Sewerage & Disposal	60,444.00
5	Landscape Maintenance	7,487.61
6	Park Maintenance	51,100.00
7	Storm Drain Maintenance	146.00
8	Street Sign Maintenance	1,095.00
9	Street Tree Maintenance	1,460.00
10	Fence Maintenance	365.00
11	Professional Services	39,661.63
12	Street Light Maintenance	3,650.00
13	Electricity & Gas	37,157.00
14	Gasoline & Oil	2,307.53
	Sub Total	\$ 208,158.04
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 208,158.04

B. INCIDENTAL EXPENSES

1	District Administrative Costs	16,372.44
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	131,248.89
	Total Incidental Expenses	\$ 147,621.33

C. CAPITAL EXPENSES

1	Specialized Equipment	18,250.00
2	Landscape & Irrigation	36,500.00
	Total Capital Expenses	\$ 54,750.00

Total Estimated Cost 2020-2021 \$ 410,529.37

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 66,186.91
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (344,342.46)

PART B
ESTIMATE OF COST
CITY OF LOS BANOS
2020-2021

A. ITEMS TO BE MAINTAINED AT THE DOLLAR GENERAL MARKET

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	20.01
2	Fleet Services	22.48
3	Sidewalk Maintenance	2.50
4	Water Sewerage & Disposal	828.00
5	Landscape Maintenance	102.57
6	Park Maintenance	700.00
7	Storm Drain Maintenance	2.00
8	Street Sign Maintenance	15.00
9	Street Tree Maintenance	20.00
10	Fence Maintenance	5.00
11	Professional Services	543.00
12	Street Light Maintenance	50.00
13	Electricity & Gas	509.00
14	Gasoline & Oil	31.61
	Sub Total	\$ 2,851.17
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 2,851.17

B. INCIDENTAL EXPENSES

1	District Administrative Costs	224.28
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	1,797.93
	Total Incidental Expenses	\$ 2,022.21

C. CAPITAL EXPENSES

1	Specialized Equipment	250.00
2	Landscape & Irrigation	500.00
	Total Capital Expenses	\$ 750.00

Total Estimated Cost 2020-2021	\$ 5,623.38
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D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 906.67
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E. BALANCE TO ASSESSMENT 2020-2021	\$ (4,716.71)
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DISTRICT #1 CAPITAL COSTS

The total estimated fund balance in District #1 is \$90,667.00 for the Fiscal Year 2019-2020. Planned capital improvements in the parks, playgrounds, and landscape strips are programmed in each of the next five years of the Capital Improvement Program.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 1 (Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Subdivision 87-1, Subdivision 89-3, Subdivision 89-4, Unit 1, 5, 6, 6A and 7 of Subdivision 89-5, Tract No. 90-1, Units 2, 3, 4 and 5 of Tract 90-3, Tract 93-1, Tract No. 94-02 and Unit 1, 2 and 3, of Tract No. 96-01 have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Units 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 of Tract No. 96-01; Unit 18 of Tract 2000-02; Tract 98-03; and Tract 2013-01 have been completed and accepted by the City.
- (c) Public improvements associated with Dollar General Market have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 1215 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$146,215.94 divided by 1215 equals \$120.34 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements in 2020-2021 and allowable reserve funding will raise the assessment for the 2020-2021 Fiscal Year to \$112.58 per RU.
- (b) The total number of assessable units is 952 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$410,529.37 divided by 952 equals \$431.22 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements in 2020-2021 and allowable reserve funding will raise the assessment for the 2020-2021 Fiscal Year to \$394.38 per RU.
- (c) The total number of assessable units is 1 CU. The net acreage of the assessable units is 2.58 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$5,623.69 divided by 2.58 acres, which equals \$2,179.72 per acre. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements in 2020-2021 and allowable reserve funding will raise the assessment for the 2020-2021 Fiscal Year to \$1,577.54 per acre.

LIMITATION ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$109.42 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$109.42 per RU.) In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$112.58 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$383.26 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$383.26 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$394.38 per RU.
- (c) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,533.08 per acre, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$1,533.08 per acre). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$1,577.54 per acre.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 2

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN CRESTHILLS 1 AND 2, EAST CENTER PHASE 1, EAST CENTER PHASE 2A & 2B

#	Description	Total Amount
1	Fleet Repair & Maintenance	500.00
2	Fleet Services	562.00
3	Sidewalk Maintenance	500.00
4	Water Sewerage & Disposal	10,920.00
5	Landscape Maintenance	45.00
6	Park Maintenance	13,000.00
7	Storm Drain Maintenance	200.00
8	Street Sign Maintenance	1,000.00
9	Street Tree Maintenance	500.00
10	Fence Maintenance	0.00
11	Professional Services	10,863.00
12	Street Light Maintenance	500.00
13	Electricity & Gas	10,379.00
14	Gasoline & Oil	790.00
	Sub Total	\$ 49,759.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 49,759.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	3,965.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	32,690.00
	Total Incidental Expenses	\$ 36,655.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Buildings & Structures	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 86,414.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 16,632.00
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (69,782.00)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 2

(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Subdivisions 87-2, Subdivision 87-4, East Center Phase 1, and East Center Phase 2A & 2B have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 622 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$86,414.00 divided by 622 equals \$138.93 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding will raise the assessment. The 2020-2021 Fiscal Year assessment will increase to \$199.42 per RU.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$193.80 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2019-2020 was \$193.80). In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$199.42 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 3

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN LOS BANOS GARDENS 2,4 AND 5; UNITS 1, 2A, 2B AND 3

#	Description	Total Amount
1	Fleet Repair & Maintenance	665.00
2	Fleet Services	747.84
3	Sidewalk Maintenance	1,140.00
4	Water Sewerage & Disposal	19,000.00
5	Landscape Maintenance	1,879.48
6	Park Maintenance	19,475.00
7	Storm Drain Maintenance	152.00
8	Street Sign Maintenance	760.00
9	Street Tree Maintenance	950.00
10	Fence Maintenance	228.00
11	Professional Services	25,588.44
12	Street Light Maintenance	2,660.00
13	Electricity & Gas	9,595.76
14	Gasoline & Oil	1,051.08
	Sub Total	\$ 83,892.60
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 83,892.60

B. INCIDENTAL EXPENSES

1	District Administrative Costs	5,203.72
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	24,844.40
	Total Incidental Expenses	\$ 30,048.12

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 113,940.72

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 17,556.76
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (96,383.96)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 3

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN LOS BANOS GARDENS 3

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	210.00
2	Fleet Services	236.16
3	Sidewalk Maintenance	360.00
4	Water Sewerage & Disposal	6,000.00
5	Landscape Maintenance	593.52
6	Park Maintenance	6,150.00
7	Storm Drain Maintenance	48.00
8	Street Sign Maintenance	240.00
9	Street Tree Maintenance	300.00
10	Fence Maintenance	72.00
11	Professional Services	8,080.56
12	Street Light Maintenance	840.00
13	Electricity & Gas	3,030.24
14	Gasoline & Oil	331.92
	Sub Total	\$ 26,492.40
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 26,492.40

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,643.28
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	7,845.60
	Total Incidental Expenses	\$ 9,488.88

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 35,981.28

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 5,544.24
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (30,437.04)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 3

(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

- (a) The improvements constructed in conjunction with Los Banos Gardens No. 2, Units 1 and 2 of Subdivision 87-3; Los Banos Gardens No. 4, Unit 1 and Phase 3 of Subdivision 88-2; Los Banos Gardens No. 4, Phases 4 and 5, Tract No. 88-2, and Los Banos Gardens No. 5, Units 1, 2A, 2B and 3 Tract No. 98-02, have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Los Banos Gardens No. 3, Units 1 and 2 of Tract No. 97-01 have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 563 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$113,940.72 divided by 563 equals \$202.38 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding. The 2020-2021 Fiscal Year assessment will increase to \$210.36 per RU.
- (b) The total number of assessable units is 118 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$35,981.28 divided by 118 equals \$304.93 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding. The 2020-2021 Fiscal Year assessment will increase to \$323.38 per RU.

LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$204.44 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$204.44 per RU.) In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$210.36 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$314.28 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$314.28 per RU.) In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$323.38 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 4

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN COLLEGE GREENS AND SHAUNESSY VILLAGE

#	Description	Total Amount
1	Fleet Repair & Maintenance	625.00
2	Fleet Services	702.00
3	Sidewalk Maintenance	2,500.00
4	Water Sewerage & Disposal	1,390.00
5	Landscape Maintenance	5,590.00
6	Park Maintenance	25,000.00
7	Storm Drain Maintenance	4,500.00
8	Street Sign Maintenance	1,000.00
9	Street Tree Maintenance	15,500.00
10	Fence Maintenance	600.00
11	Professional Services	10,197.00
12	Street Light Maintenance	500.00
13	Electricity & Gas	16,050.00
14	Gasoline & Oil	988.00
	Sub Total	\$ 85,142.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 85,142.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	6,445.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	49,034.00
	Total Incidental Expenses	\$ 55,479.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 140,621.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 96,424.00
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (44,197.00)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 4

(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Subdivision 87-8; Subdivision 89-1, Phases 2, and 3; and Tract No. 89-7, Unit 1; and Subdivision 89-1, Units 4, 5A, 5B, 6, 7, 8, 9, 10, Phases 11 and 12; Phases 2, 3, 4 and 5 of Tract No. 89-07; Phases 1 and 2 of Tract No. 95-3 (609 RU); the New Bethany Residential Care & Skilled Nursing Facility (previously Remainder "A" area as shown on the approved map for Subdivision No. 87-8, College Greens No.1 equals 38 RU); and Shaunessy Village Phase 1 and 2 of Tract No.2018-03 (130 RU) have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 777 RU (includes New Bethany). The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$140,621.00 divided by 777 equals \$180.98 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2020-2021 Fiscal Year assessment will increase to \$170.20 per RU.

LIMITATION ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$173.67 per RU, which occurred in Fiscal Year 2010-2011). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$165.40 per RU). In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$170.20 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 5

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN ORCHARD TERRACE, FAIR OAKS, AND 90, 96 FIRST STREET

#	Description	Total Amount
1	Fleet Repair & Maintenance	330.00
2	Fleet Services	370.48
3	Sidewalk Maintenance	440.00
4	Water Sewerage & Disposal	12,936.00
5	Landscape Maintenance	1,716.88
6	Park Maintenance	14,432.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	264.00
9	Street Tree Maintenance	440.00
10	Fence Maintenance	220.00
11	Professional Services	6,094.88
12	Street Light Maintenance	440.00
13	Electricity & Gas	8,851.04
14	Gasoline & Oil	520.96
	Sub Total	\$ 47,056.24
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 47,056.24

B. INCIDENTAL EXPENSES

1	District Administrative Costs	2,940.08
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	14,383.60
	Total Incidental Expenses	\$ 17,323.68

C. CAPITAL EXPENSES

1	Park & Playground Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 64,379.92

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 13,401.52
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (50,978.40)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 5

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED PACHECO PASS COMMERCE CENTER & HACIENDA BUSINESS PARK		
#	Description	Total Amount
1	Fleet Repair & Maintenance	45.00
2	Fleet Services	50.52
3	Sidewalk Maintenance	60.00
4	Water Sewerage & Disposal	1,764.00
5	Landscape Maintenance	234.12
6	Park Maintenance	1,968.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	36.00
9	Street Tree Maintenance	60.00
10	Fence Maintenance	30.00
11	Professional Services	831.12
12	Street Light Maintenance	60.00
13	Electricity & Gas	1,206.96
14	Gasoline & Oil	71.04
	Sub Total	\$ 6,416.76
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 6,416.76
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	400.92
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	1,961.40
	Total Incidental Expenses	\$ 2,362.32
C. CAPITAL EXPENSES		
1	Park & Playground Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00
	Total Estimated Cost 2020-2021	\$ 8,779.08
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2019-2020	\$ 1,827.48
E. BALANCE TO ASSESSMENT 2020-2021		\$ (6,951.60)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 5
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) Subdivision 87-5, Subdivision 89-9, Tract No. 94-01 & Tract No. 2002-02, and 90 & 96 First Street have been completed and accepted by the City.
- (b) Public improvements constructed in conjunction with Pacheco Pass Commerce Center and Hacienda Business Park have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 304 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$64,379.92 divided by 304 equals \$211.78 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included. The 2020-2021 Fiscal Year assessment will increase to \$215.76 per RU, which accounts for a planned capital improvement and allowable reserve funding.
- (b) The total number of assessable units is 35 CU. The net acreage of the assessable units is 9.88 acres. The total cost to be assessed for Fiscal Year 2020-2021 is \$8,779.08. The assessment per acre is determined by dividing the total cost assessed for Fiscal Year 2020-2021 by 9.88 acres, which equals \$888.57 per acre. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included. The 2020-2021 Fiscal Year assessment will increase to \$863.12 per acre, which accounts for planned capital improvement and allowable reserve funding.

LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$209.68 per RU, which occurred in 2019-2020.) Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$209.68 per RU.) In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$215.76 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$838.80 per acre, which occurred in 2019-2020.) Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$838.80 per acre.) In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$863.12 per acre.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 6

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN ST. FRANCIS ESTATES

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	375.00
2	Fleet Services	421.00
3	Sidewalk Maintenance	500.00
4	Water Sewerage & Disposal	0.00
5	Landscape Maintenance	2,402.00
6	Park Maintenance	4,000.00
7	Storm Drain Maintenance	200.00
8	Street Sign Maintenance	500.00
9	Street Tree Maintenance	500.00
10	Fence Maintenance	250.00
11	Professional Services	0.00
12	Street Light Maintenance	500.00
13	Electricity & Gas	7,169.00
14	Gasoline & Oil	592.00
	Sub Total	\$ 17,409.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 17,409.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,913.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	16,345.00
	Total Incidental Expenses	\$ 18,258.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 35,667.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 27,595.00
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (8,072.00)

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 6
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

St. Francis Estates, Unit 1 and Unit 2 and Phases 1, 2, and 3 of Tract 91-1 have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 322 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$35,667.00 divided by 322 equals \$110.77 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2020-2021 Fiscal Year assessment will increase to \$101.78 per RU.

LIMITATION ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$98.92 per RU which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$98.92 per RU). In accordance with the foregoing limitations, the 2020-2021 Fiscal Year assessment will be \$101.78 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 7

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN VALLEY MEADOWS

#	Description	Total Amount
1	Fleet Repair & Maintenance	375.00
2	Fleet Services	421.00
3	Sidewalk Maintenance	300.00
4	Water Sewerage & Disposal	800.00
5	Landscape Maintenance	619.00
6	Park Maintenance	7,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	300.00
9	Street Tree Maintenance	1,300.00
10	Fence Maintenance	150.00
11	Professional Services	0.00
12	Street Light Maintenance	200.00
13	Electricity & Gas	963.00
14	Gasoline & Oil	592.00
	Sub Total	\$ 13,020.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 13,020.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	821.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	4,086.00
	Total Incidental Expenses	\$ 4,907.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 17,927.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 21,724.00
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E. BALANCE TO ASSESSMENT 2020-2021 \$ 3,797.00

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 7
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Valley Meadows Subdivision has been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 87 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$17,927.00 divided by 87 equals \$206.06 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for planned capital improvements and allowable reserve funding will raise the assessment for the 2020-2021 Fiscal Year to \$219.66 per RU.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$213.46 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for Fiscal Year 2019-2020 was \$213.46 per RU). In accordance with the foregoing limitations, the assessment for Fiscal Year 2020-2021 will be \$219.66 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 9

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN JO-LIN PARK MANOR AND RANCHO DE AMIGOS

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	395.00
2	Fleet Services	443.98
3	Sidewalk Maintenance	237.00
4	Water Sewerage & Disposal	6,967.80
5	Landscape Maintenance	2,170.13
6	Park Maintenance	15,800.00
7	Storm Drain Maintenance	158.00
8	Street Sign Maintenance	395.00
9	Street Tree Maintenance	1,185.00
10	Fence Maintenance	276.50
11	Professional Services	5,608.21
12	Street Light Maintenance	395.00
13	Electricity & Gas	10,236.82
14	Gasoline & Oil	624.10
	Sub Total	\$ 44,892.54
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 44,892.54

B. INCIDENTAL EXPENSES

1	District Administrative Costs	4,659.42
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	51,649.41
	Total Incidental Expenses	\$ 56,308.83

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 101,201.37

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 44,759.03
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (56,442.34)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 9

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN COLLEGE PLAZA SHOPPING CENTER

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	105.00
2	Fleet Services	118.02
3	Sidewalk Maintenance	63.00
4	Water Sewerage & Disposal	1,852.20
5	Landscape Maintenance	576.87
6	Park Maintenance	4,200.00
7	Storm Drain Maintenance	42.00
8	Street Sign Maintenance	105.00
9	Street Tree Maintenance	315.00
10	Fence Maintenance	73.50
11	Professional Services	1,490.79
12	Street Light Maintenance	105.00
13	Electricity & Gas	2,721.18
14	Gasoline & Oil	165.90
	Sub Total	\$ 11,933.46
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 11,933.46

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,238.58
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	13,729.59
	Total Incidental Expenses	\$ 14,968.17

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscaping & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 26,901.63

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 11,897.97
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (15,003.66)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 9 METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 89-6, Phases 1, 2, 3 and 4 (Jo-Lin Park Manor); and Tract No. 89-2, Phases 1, 2, 3 and 4 (Rancho De Amigos) have been completed and accepted by the City.
- (b) Public improvements associated with College Plaza Shopping Center have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 456 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$101,201.37 divided by 456 equals \$221.93 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included, which accounts for allowable reserve funding, will increase the assessment for the 2020-2021 Fiscal Year to \$220.70 per RU.
- (b) The total number of assessable units is 14 CU. The net acreage of the assessable units is 20.70 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$26,901.63. The assessment per acre is determined by dividing the total estimated cost for Fiscal Year 2020-2021 by 20.70 acres, which equals \$1,299.60 per acre. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included which accounts for allowable reserve funding will increase the assessment for the 2020-2021 Fiscal Year to \$1,281.40 per acre.

LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$214.48 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2019-2020 Fiscal Year was \$214.48 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$220.70 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,245.30 per acre, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 Fiscal Year was \$1,245.30 per acre). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$1,281.40 per acre.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 10

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN LOS BANOS CREEK SHOPPING CENTER		Total Amount
#	Description	
1	Fleet Repair & Maintenance	375.00
2	Fleet Services	421.00
3	Sidewalk Maintenance	500.00
4	Water Sewerage & Disposal	0.00
5	Landscape Maintenance	8,165.00
6	Park Maintenance	15,000.00
7	Storm Drain Maintenance	200.00
8	Street Sign Maintenance	500.00
9	Street Tree Maintenance	1,000.00
10	Fence Maintenance	0.00
11	Professional Services	0.00
12	Street Light Maintenance	250.00
13	Electricity & Gas	2,675.00
14	Gasoline & Oil	592.00
	Sub Total	\$ 29,678.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 29,678.00
B. INCIDENTAL EXPENSES		
1	District Administrative Costs	2,211.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	16,345.00
	Total Incidental Expenses	\$ 18,556.00
C. CAPITAL EXPENSES		
1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00
	Total Estimated Cost 2020-2021	\$ 48,234.00
D. MONIES IN ASSESSMENT DISTRICT FUND		
1	Balance from 2019-2020	\$ 32,052.00
E. BALANCE TO ASSESSMENT 2020-2021		\$ (16,182.00)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 10
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread proportional to the parcel size of each commercial unit (CU).

Public improvements associated with Parcel Maps 93-2, 94-02, 95-01, and Walmart Expansion have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 7 CU. The net acreage of the assessable units is 39.91 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$48,234.00 divided by 39.91 acres, which equals \$1,208.57 per acre. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2020-2021 Fiscal Year assessment will increase to \$1,143.14 per acre.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,110.92 per acre, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 Fiscal Year was \$1,110.92 per acre). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$1,143.14 per acre.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 11

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN MEADOWLANDS

#	Description	Total Amount
1	Fleet Repair & Maintenance	1,245.00
2	Fleet Services	1,399.38
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	47,235.30
5	Landscape Maintenance	12,916.46
6	Park Maintenance	24,900.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	415.00
9	Street Tree Maintenance	996.00
10	Fence Maintenance	622.50
11	Professional Services	53,589.78
12	Street Light Maintenance	8,300.00
13	Electricity & Gas	22,119.50
14	Gasoline & Oil	1,967.93
	Sub Total	\$ 175,706.85
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 175,706.85

B. INCIDENTAL EXPENSES

1	District Administrative Costs	10,178.29
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	37,306.84
	Total Incidental Expenses	\$ 47,485.13

C. CAPITAL EXPENSES

1	Storm Drain Improvements	8,300.00
2	Landscaping & Irrigation	0.00
	Total Capital Expenses	\$ 8,300.00

Total Estimated Cost 2020-2021 \$ 231,491.98

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ (409,883.05)
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E. BALANCE TO ASSESSMENT 2020-2021

\$ (641,375.03)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 11

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN AVALON AT THE MEADOWLANDS

#	Description	Total Amount
1	Fleet Repair & Maintenance	165.00
2	Fleet Services	185.46
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	6,260.10
5	Landscape Maintenance	1,711.82
6	Park Maintenance	3,300.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	55.00
9	Street Tree Maintenance	132.00
10	Fence Maintenance	82.50
11	Professional Services	7102.26
12	Street Light Maintenance	1,100.00
13	Electricity & Gas	2,931.50
14	Gasoline & Oil	260.81
	Sub Total	\$ 23,286.45
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 23,286.45

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,348.93
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	4,944.28
	Total Incidental Expenses	\$ 6,293.21

C. CAPITAL EXPENSES

1	Storm Drain Improvements	1,100.00
2	Landscaping & Irrigation	0.00
	Total Capital Expenses	\$ 1,100.00

Total Estimated Cost 2020-2021 \$ 30,679.66

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ (54,321.85)
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (85,001.51)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 11

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN LOS BANOS MINI STORAGE

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	15.00
2	Fleet Services	16.86
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	569.10
5	Landscape Maintenance	155.62
6	Park Maintenance	300.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	5.00
9	Street Tree Maintenance	12.00
10	Fence Maintenance	7.50
11	Professional Services	645.66
12	Street Light Maintenance	100.00
13	Electricity & Gas	266.50
14	Gasoline & Oil	23.71
	Sub Total	\$ 2,116.95
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 2,116.95

B. INCIDENTAL EXPENSES

1	District Administrative Costs	122.63
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	449.48
	Total Incidental Expenses	\$ 572.11

C. CAPITAL EXPENSES

1	Storm Drain Improvements	100.00
2	Landscaping & Irrigation	0.00
	Total Capital Expenses	\$ 100.00

Total Estimated Cost 2020-2021 \$ 2,789.06

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ (4,938.35)
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E. BALANCE TO ASSESSMENT 2020-2021

\$ (7,727.41)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 11

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN SOUTHPOINTE AT REGENCY PARK

#	Description	Total Amount
1	Fleet Repair & Maintenance	75.00
2	Fleet Services	84.30
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	2,845.50
5	Landscape Maintenance	778.10
6	Park Maintenance	1,500.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	25.00
9	Street Tree Maintenance	60.00
10	Fence Maintenance	37.50
11	Professional Services	3,228.30
12	Street Light Maintenance	500.00
13	Electricity & Gas	1,332.50
14	Gasoline & Oil	118.55
	Sub Total	\$ 10,584.75
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 10,584.75

B. INCIDENTAL EXPENSES

1	District Administrative Costs	613.15
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	2,247.40
	Total Incidental Expenses	\$ 2,860.55

C. CAPITAL EXPENSES

1	Storm Drain Improvements	500.00
2	Landscaping & Irrigation	0.00
	Total Capital Expenses	\$ 500.00

Total Estimated Cost 2020-2021 \$ 13,945.30

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ (24,691.75)
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (38,637.05)

DISTRICT #11 CAPITAL COSTS

The total estimated fund balance in District #11 is \$(493,835.00) for Fiscal Year 2019-2020. Storm Drain Improvements are being scheduled for the 2020-2021 Fiscal Year. The estimated expenditure for this project is \$10,000.00.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 11
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 98-01, Phases 1, 2, 3, 4, 5, 6, 7 and 8, Tract No. 2001-07, Phases 1 and 2, and Tract No. 2002-06, The Meadowlands, Unit 3, Phases 1, 2, 3 and 4 have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Avalon at the Meadowlands, east and west of San Luis Street, have been completed and accepted by the City.
- (c) Public improvements associated with Los Banos Mini Storage have been completed and accepted by the City.
- (d) The improvements constructed in conjunction with Tract No. 2015-01, Southpointe at Regency Park, Phases 1, 2, and 3.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 833 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$641,375.03 divided by 833 equals \$769.95 per assessable unit (which includes the existing deficit balance forward). Due to limitations on assessments, planned capital improvements, and deficit spending, the assessment for 2020-2021 Fiscal Year will be \$239.52 per RU.
- (b) The total number of assessable units is 101 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$85,001.51 divided by 101 equals \$841.60 per assessable unit (which includes the existing deficit balance forward). Due to limitations on assessments, planned capital improvements, and deficit spending, the assessment for 2020-2021 Fiscal Year will be \$243.20 per RU.
- (c) The total number of assessable units is 2 CU. The net acreage of the assessable units is 2.00 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$7,727.41 divided by 2.00 acres, which equals \$3,863.70 per assessable unit (which includes the existing deficit balance forward). Due to limitations on assessments, the assessment for 2020-2021 Fiscal Year will be \$1,200.00 per acre.
- (d) The total number of assessable units is 59 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$38,637.05 divided by 59 equals \$654.86 per assessable unit (which includes the existing deficit balance forward). The assessment for 2020-2021 Fiscal Year will be \$654.86 per RU.

LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$228.12 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2019-2020 Fiscal Year was \$228.12 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$239.52 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$231.62 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2019-2020 Fiscal Year was \$231.62 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$243.20 per RU.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 11 (Pursuant to the Landscaping and Lighting Act of 1972)

- (c) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,142.86 per acre, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2019-2020 Fiscal Year was \$1,142.86 per acre). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$1,200.00 per acre.
- (d) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. There was no previous assessment for these parcels. Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (There was no previous assessment for these parcels). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$654.86 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 12

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN VERONA, PHASES 1 THROUGH 3 AND MISSION ESTATES, UNITS 1 THROUGH 5 AND MISSION VILLAGE SOUTH, PHASES 2, 3A, 3B, AND 3C

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	500.00
2	Fleet Services	562.00
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	15,120.00
5	Landscape Maintenance	2,353.00
6	Park Maintenance	18,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	500.00
9	Street Tree Maintenance	2,000.00
10	Fence Maintenance	0.00
11	Professional Services	12,500.00
12	Street Light Maintenance	1,000.00
13	Electricity & Gas	23,540.00
14	Gasoline & Oil	790.00
	Sub Total	\$ 76,865.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 76,865.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	5,647.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	40,862.00
	Total Incidental Expenses	\$ 46,509.00

C. CAPITAL EXPENSES

1	Park & Playground Equipment	5,600.00
2	Landscaping & Irrigation	0.00
	Total Capital Expenses	\$ 5,600.00

Total Estimated Cost 2020-2021 \$ 128,974.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 46,242.00
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (82,732.00)

DISTRICT #12 CAPITAL COSTS

The total estimated fund balance in District #12 is \$46,242.00 for Fiscal Year 2019-2020. Park & Playground Equipment improvements are being scheduled for the 2020-2021 Fiscal Year to the Verona Park Playground. The estimated expenditure for this project is \$5,600.00.

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 12
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

Verona, Units No. 1 and 2, and Tract No. 2000-06, Mission Estates, Units No. 1 through 5, Verona, Units 3, Tract No. 2001-02, Mission Village South, Phases 2, 3A, 3B, and 3C have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 560 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$128,974.00 divided by 560 equals \$230.31 per assessable unit. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included given planned capital improvements and current deficit spending. The 2020-2021 Fiscal Year assessment will increase to \$250.40 per RU.

LIMITATION ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by five percent (5%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$243.34 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$243.34 per RU). In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$250.40 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 13

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN SOMERSET PARK

#	Description	Total Amount
1	Fleet Repair & Maintenance	281.25
2	Fleet Services	315.75
3	Sidewalk Maintenance	375.00
4	Water Sewerage & Disposal	472.50
5	Landscape Maintenance	540.75
6	Park Maintenance	6,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	150.00
9	Street Tree Maintenance	750.00
10	Fence Maintenance	187.50
11	Professional Services	0.00
12	Street Light Maintenance	375.00
13	Electricity & Gas	3,600.00
14	Gasoline & Oil	444.00
	Sub Total	\$ 13,491.75
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 13,491.75

B. INCIDENTAL EXPENSES

1	District Administrative Costs	1,092.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	9,194.25
	Total Incidental Expenses	\$ 10,286.25

C. CAPITAL EXPENSES

1	Landscape & Irrigation	15,000.00
2	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 15,000.00

Total Estimated Cost 2020-2021 \$ 38,778.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 22,938.75
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (15,839.25)

PART B

ESTIMATE OF COST

**CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 13**

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED AT CIRCLE K STORE, OVERLAND COURT APARTMENTS, AND LOS BANOS COMMERCIAL

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	93.75
2	Fleet Services	105.25
3	Sidewalk Maintenance	125.00
4	Water Sewerage & Disposal	157.50
5	Landscape Maintenance	180.25
6	Park Maintenance	2,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	50.00
9	Street Tree Maintenance	250.00
10	Fence Maintenance	62.50
11	Professional Services	0.00
12	Street Light Maintenance	125.00
13	Electricity & Gas	1,200.00
14	Gasoline & Oil	148.00
	Sub Total	\$ 4,497.25
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 4,497.25

B. INCIDENTAL EXPENSES

1	District Administrative Costs	364.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	3,064.75
	Total Incidental Expenses	\$ 3,428.75

C. CAPITAL EXPENSES

1	Landscape & Irrigation	5,000.00
2	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 5,000.00

Total Estimated Cost 2020-2021 \$ 12,926.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 7,646.25
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (5,279.75)

DISTRICT #13 CAPITAL COSTS

The total estimated fund balance in District #13 is \$30,585.00 for Fiscal Year 2019-2020. Planned capital improvements in the landscape areas are programmed for various locations within the District in the 2020-2021 Fiscal Year. Estimated expenditures are \$20,000.00.

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 13
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 2000-05, Somerset Park have been completed and accepted by the City.
- (b) Public improvements associated with Circle K Store, Overland Court Apartments, and Los Banos Commercial have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 77 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$38,778.00 divided by 77 equals \$503.61 per assessable unit. Given the balance forward, with planned capital improvements in 2020-2021 Fiscal Year and allowable reserve funding, the assessment for the 2020-2021 Fiscal Year will remain at \$299.24 per RU.
- (b) The total number of assessable units is 5 CU. The net acreage of the assessable unit is 9.95 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$12,926.00. The assessment per acre is determined by dividing the total estimated cost assessed for Fiscal Year 2020-2021 by 9.95 acres, which equals \$1,299.10 per acre. Given the balance forward, with planned capital improvements in 2020-2021 Fiscal Year and allowable reserve funding, the assessment for the 2020-2021 Fiscal Year will remain at \$1,196.96 per acre.

LIMITATION ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$299.24 per RU, which occurred in 2015-2016). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$299.24 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$299.24 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$1,196.96 per acre, which occurred in 2015-2016). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$1,196.96 per acre). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$1,196.96 per acre.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 14

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN NORTHGATE AT REGENCY PARK II, UNITS 1 THROUGH 4 AND REGENCY PARK ESTATES, UNITS 1 THROUGH 7

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	825.00
2	Fleet Services	926.64
3	Sidewalk Maintenance	3,300.00
4	Water Sewerage & Disposal	19,404.00
5	Landscape Maintenance	9,094.14
6	Park Maintenance	18,265.50
7	Storm Drain Maintenance	132.00
8	Street Sign Maintenance	330.00
9	Street Tree Maintenance	330.00
10	Fence Maintenance	165.00
11	Professional Services	14,094.96
12	Street Light Maintenance	1,320.00
13	Electricity & Gas	20,479.80
14	Gasoline & Oil	1,304.16
	Sub Total	\$ 89,971.20
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 89,971.20

B. INCIDENTAL EXPENSES

1	District Administrative Costs	8,760.18
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	91,694.46
	Total Incidental Expenses	\$ 100,454.64

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 190,425.84

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 25,487.22
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (164,938.62)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 14

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN MISSION VILLAGE NORTH UNIT 1 THROUGH 4 AND COURT OF FOUNTAINS

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	425.00
2	Fleet Services	477.36
3	Sidewalk Maintenance	1,700.00
4	Water Sewerage & Disposal	9,996.00
5	Landscape Maintenance	4,684.86
6	Park Maintenance	9,409.50
7	Storm Drain Maintenance	68.00
8	Street Sign Maintenance	170.00
9	Street Tree Maintenance	170.00
10	Fence Maintenance	85.00
11	Professional Services	7,261.04
12	Street Light Maintenance	680.00
13	Electricity & Gas	10,550.20
14	Gasoline & Oil	671.84
	Sub Total	\$ 46,348.80
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 46,348.80

B. INCIDENTAL EXPENSES

1	District Administrative Costs	4,512.82
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	47,236.54
	Total Incidental Expenses	\$ 51,749.36

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 98,098.16

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 13,129.78
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (84,968.38)

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 14
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) and commercial unit (CU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 2000-1, Northgate at Regency Park II, Units No. 1, 2, 3 and 4, Tract No. 99-02, Regency Park Estates, Units 1, 2, 3, 4, 5, 6 and 7 have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Mission Village North, Unit 1, 2, 3, 4 and Court of Fountains have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 563 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$190,425.84 divided by 563 equals \$338.23 per assessable unit. The assessment for the 2020-2021 Fiscal Year will increase to \$319.84 per RU, which includes a cost of living increase of 2.90 percent, based on the 2020 California Consumer Price Index, this accounts for deficit spending and allowable reserve funding.
- (b) The total number of assessable units is 245 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$98,098.16 divided by 245 equals \$400.40 per assessable unit. The assessment for the 2020-2021 Fiscal Year will increase to \$374.90 per RU, which includes a cost of living increase of 2.90 percent, based on the 2020 California Consumer Price Index, this accounts for deficit spending and allowable reserve funding.

LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$310.84 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$310.84 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$319.84 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$364.34 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$364.34 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$374.90 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 15

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN MAGNOLIA GROVE

#	Description	Total Amount
1	Fleet Repair & Maintenance	375.00
2	Fleet Services	421.00
3	Sidewalk Maintenance	200.00
4	Water Sewerage & Disposal	1,680.00
5	Landscape Maintenance	413.00
6	Park Maintenance	500.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	100.00
9	Street Tree Maintenance	0.00
10	Fence Maintenance	0.00
11	Professional Services	0.00
12	Street Light Maintenance	150.00
13	Electricity & Gas	1,400.00
14	Gasoline & Oil	592.00
	Sub Total	\$ 5,831.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 5,831.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	280.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	0.00
	Total Incidental Expenses	\$ 280.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 6,111.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ (4,880.00)
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (10,991.00)

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 15
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Tract No. 2002-03 Magnolia Grove has been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 31 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$10,991.00 divided by 31 equals \$354.55 per assessable unit (which includes the existing deficit balance forward). Given the balance forward and future revenue verses expenses, the assessment for 2020-2021 Fiscal Year will be \$376.52 per RU.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$376.52 per RU which occurred in Fiscal Year 2018-2019). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$376.52 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$376.52 per RU.

PART B

ESTIMATE OF COST

**CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 16**

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN VILLAGES AT LOS BANOS

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
1	Fleet Repair & Maintenance	375.00
2	Fleet Services	421.00
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	0.00
5	Landscape Maintenance	1,225.00
6	Park Maintenance	2,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	0.00
9	Street Tree Maintenance	0.00
10	Fence Maintenance	50.00
11	Professional Services	0.00
12	Street Light Maintenance	100.00
13	Electricity & Gas	1,560.00
14	Gasoline & Oil	592.00
	Sub Total	\$ 6,323.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 6,323.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	503.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	4,086.00
	Total Incidental Expenses	\$ 4,589.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 10,912.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 6,689.00
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (4,223.00)

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 16
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

The improvements constructed in conjunction with Tract No. 2003-02, The Villages at Los Banos No. 1 and 2 have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 146 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$10,912.00 divided by 146 equals \$74.74 per RU. The 2020-2021 Fiscal Year assessment will remain \$94.94 per RU.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$94.94 per RU, which occurred in Fiscal Year 2019–2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$94.94 per RU). In accordance with the forgoing limitations, the assessment for 2020-2021 will be \$94.94 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 17

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN THE VILLAGES, STONECREEK AT LOS BANOS, THE VILLAGES IIA
PHASE 1 AND 2, THE VILLAGES IV PHASE 1A AND 1B

#	Description	Total Amount
1	Fleet Repair & Maintenance	420.00
2	Fleet Services	471.52
3	Sidewalk Maintenance	2,520.00
4	Water Sewerage & Disposal	32,340.00
5	Landscape Maintenance	17,725.68
6	Park Maintenance	11,984.00
7	Storm Drain Maintenance	1,008.00
8	Street Sign Maintenance	560.00
9	Street Tree Maintenance	1,120.00
10	Fence Maintenance	252.00
11	Professional Services	9,049.60
12	Insurance	57.68
13	Street Light Maintenance	560.00
14	Electricity & Gas	14,980.00
15	Gasoline & Oil	663.60
	Sub Total	\$ 93,712.08
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 93,712.08

B. INCIDENTAL EXPENSES

1	District Administrative Costs	8,256.08
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	77,801.36
	Total Incidental Expenses	\$ 86,057.44

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	19,600.00
3	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 19,600.00

Total Estimated Cost 2020-2021 \$ 199,369.52

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 34,188.56
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (165,180.96)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 17

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN STONECREEK THE VILLAGES III PHASE 1 AND 2, THE VILLAGES IV PHASE 2A AND 3C, THE VILLAGES VII PHASE 1 AND 1B

#	Description	Total Amount
1	Fleet Repair & Maintenance	315.00
2	Fleet Services	353.64
3	Sidewalk Maintenance	1,890.00
4	Water Sewerage & Disposal	24,255.00
5	Landscape Maintenance	13,294.26
6	Park Maintenance	8,988.00
7	Storm Drain Maintenance	756.00
8	Street Sign Maintenance	420.00
9	Street Tree Maintenance	840.00
10	Fence Maintenance	189.00
11	Professional Services	6,787.20
12	Insurance	43.26
13	Street Light Maintenance	420.00
14	Electricity & Gas	11,235.00
15	Gasoline & Oil	497.70
	Sub Total	\$ 70,284.06
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 70,284.06

B. INCIDENTAL EXPENSES

1	District Administrative Costs	6,192.06
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	58,351.02
	Total Incidental Expenses	\$ 64,543.08

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	14,700.00
3	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 14,700.00

Total Estimated Cost 2020-2021 \$ 149,527.14

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 25,641.42
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (123,885.72)

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 17

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN STONECREEK PLAZA, ARCO/MCDONALD'S, 99 CENT STORE. AND WESTERN DENTAL

#	Description	Total Amount
1	Fleet Repair & Maintenance	15.00
2	Fleet Services	16.84
3	Sidewalk Maintenance	90.00
4	Water Sewerage & Disposal	1,155.00
5	Landscape Maintenance	633.06
6	Park Maintenance	428.00
7	Storm Drain Maintenance	36.00
8	Street Sign Maintenance	20.00
9	Street Tree Maintenance	40.00
10	Fence Maintenance	9.00
11	Professional Services	323.20
12	Insurance	2.06
13	Street Light Maintenance	20.00
14	Electricity & Gas	535.00
15	Gasoline & Oil	23.70
	Sub Total	\$ 3,346.86
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 3,346.86

B. INCIDENTAL EXPENSES

1	District Administrative Costs	294.86
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	2,778.62
	Total Incidental Expenses	\$ 3,073.48

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	700.00
3	Park & Playground Equipment	0.00
	Total Capital Expenses	\$ 700.00

Total Estimated Cost 2020-2021 \$ 7,120.34

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 1,221.02
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (5,899.32)

DISTRICT #17 CAPITAL COSTS

The total estimated fund balance in District #17 is \$61,051.00 for Fiscal Year 2019-2020. Landscape and Irrigation repairs are scheduled in the 2020-2021 Fiscal Year. The estimated expenditure for this project is \$35,000.00.

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 17
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each residential unit (RU) as follows:

- (a) The improvements constructed in conjunction with Tract No. 2002-05, Stonecreek at Los Banos, The Villages; Tract No. 2003-01, Stonecreek at Los Banos, Single Family, Area 1, Tract No. 2004-05, The Villages IIA, Phase 1 at Stonecreek; Tract No. 2005-05, The Villages IV, Southbrook, Phase 1B at Stonecreek; Tract No. 2005-06, The Villages IV, Southbrook, Phase 1A at Stonecreek, have been completed and accepted by the City.
- (b) The improvements constructed in conjunction with Tract No. 2004-05, The Villages III, Phase 1 at Stonecreek; Tract No. 2004-05, The Villages III, Phase 2 at Stonecreek; Tract No. 2005-05, Southbrook at Stonecreek, The Villages IV, Phase 2A and 3C; Tract 2017-01, Stonecreek at The Villages VII Phase 1 and 1B have been completed and accepted by the City.
- (c) The improvements constructed in conjunction with Stonecreek Plaza, Arco/McDonald's, 99 Cent Only Store, and Western Dental have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

- (a) The total number of assessable units is 407 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$199,369.52 divided by 407 equals \$489.85 per assessable unit. Considering the balance forward, planned capital improvements, and future revenue estimates, a cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included. The 2020-2021 Fiscal Year assessment will increase to \$398.52 per RU.
- (b) The total number of assessable units is 301 RU. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$149,527.14 divided by 301 equals \$496.76 per assessable unit. The 2020-2021 Fiscal Year assessment will remain at \$734.94 per RU.
- (c) The total number of assessable units is 14 CU. The net acreage of the assessable units is 19.27 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$7,120.34. The assessment per acre is determined by dividing the total estimated cost for Fiscal Year 2020-2021 by 19.27 acres, which equals \$369.50 per acre. The 2020-2021 Fiscal Year assessment will remain at \$433.32 per acre.

LIMITATIONS ON ASSESSMENTS

- (a) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$387.30 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for Fiscal Year 2019-2020 was \$387.30 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$398.52 per RU.
- (b) Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$734.94 per RU, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for Fiscal Year 2019-2020 was \$734.94 per RU). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$734.94 per RU.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 18

ENGINEER'S COST ESTIMATE

2020-2021

A. ITEMS TO BE MAINTAINED IN RAIL TRAIL CORRIDOR

#	Description	Total Amount
1	Fleet Repair & Maintenance	750.00
2	Fleet Services	842.00
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	12,600.00
5	Landscape Maintenance	10,757.00
6	Park Maintenance	25,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	20,000.00
9	Street Tree Maintenance	5,000.00
10	Fence Maintenance	0.00
11	Professional Services	0.00
12	Street Light Maintenance	0.00
13	Electricity & Gas	6,960.00
14	Gasoline & Oil	1,185.00
	Sub Total	\$ 83,094.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 83,094.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	4,751.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	16,345.00
	Total Incidental Expenses	\$ 21,096.00

C. CAPITAL EXPENSES

1	Landscape & Irrigation	20,000.00
2	Specialized Equipment	0.00
	Total Capital Expenses	\$ 20,000.00

Total Estimated Cost 2020-2021 \$ 124,190.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ 95,987.00
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E. BALANCE TO ASSESSMENT 2020-2021

\$ (28,203.00)

PART D

METHOD OF APPORTIONMENT OF ASSESSMENT

LANDSCAPING AND LIGHTING DISTRICT NO. 18
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each parcel as follows:

The improvements constructed in conjunction with the Rail Corridor Redevelopment Multi-use Trail have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of parcels abutting the Rail Trail improvements is 31 lots. Each parcel abutting the Rail Trail was then evaluated to determine the total linear feet of each parcel sharing common frontage with the Rail Trail. The total linear feet of the Rail Trail abutting adjacent properties was determined to be 10,121.44 linear feet. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$124,190.00 divided by 10,121.44 linear feet, which equals \$12.26 per linear foot. A cost of living increase of 2.90 percent, based from the 2020 California Consumer Price Index, is being included given the planned capital improvement and current deficit spending. The 2020-2021 Fiscal Year will increase to \$11.36 per linear foot.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$11.04 per linear foot, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for 2019-2020 was \$11.04 per linear foot). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$11.36 per linear foot.

PART B

ESTIMATE OF COST

CITY OF LOS BANOS
LANDSCAPING AND LIGHTING DISTRICT NO. 19

ENGINEER'S COST ESTIMATE

2020-2021

**A. ITEMS TO BE MAINTAINED IN EAST PACHECO CENTER, SAN JOAQUIN VALLEY HAY GROWERS,
AND MEMORY CARE FACILITY**

<u>#</u>	<u>Description</u>	<u>Total Amount</u>
01	Fleet Repair & Maintenance	625.00
2	Fleet Services	702.00
3	Sidewalk Maintenance	0.00
4	Water Sewerage & Disposal	27,300.00
5	Landscape Maintenance	0.00
6	Park Maintenance	5,000.00
7	Storm Drain Maintenance	0.00
8	Street Sign Maintenance	0.00
9	Street Tree Maintenance	0.00
10	Fence Maintenance	0.00
11	Professional Services	17,226.00
12	Street Light Maintenance	1,338.00
13	Electricity & Gas	3,745.00
14	Gasoline & Oil	988.00
	Sub Total	\$ 56,924.00
	Contingency Allowance	0.00
	Total Maintenance Expenses	\$ 56,924.00

B. INCIDENTAL EXPENSES

1	District Administrative Costs	3,155.00
2	City Engineer	0.00
3	Legal Fees	0.00
4	Charge In	8,172.00
	Total Incidental Expenses	\$ 11,327.00

C. CAPITAL EXPENSES

1	Storm Drain Improvements	0.00
2	Landscape & Irrigation	0.00
	Total Capital Expenses	\$ 0.00

Total Estimated Cost 2020-2021 \$ 68,251.00

D. MONIES IN ASSESSMENT DISTRICT FUND

1	Balance from 2019-2020	\$ (157,477.00)
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E. BALANCE TO ASSESSMENT 2020-2021 \$ (225,728.00)

PART D

METHOD OF ASSESSMENT SPREAD

LANDSCAPING AND LIGHTING DISTRICT NO. 19
(Pursuant to the Landscaping and Lighting Act of 1972)

METHOD OF ASSESSMENT SPREAD

The basic objective of the Assessment Spread is to distribute costs in accordance with the benefits received. Costs are to be spread equally to each commercial unit (CU), as follows:

The improvements constructed in conjunction with Home Depot, San Joaquin Valley Hay Growers Association, and Memory Care Facility have been completed and accepted by the City.

COMPUTING INDIVIDUAL ASSESSMENT

The total number of assessable units is 12 CU. The net acreage of the assessable units is 24.99 acres. The total estimated cost to be assessed for Fiscal Year 2020-2021 is \$225,728.00. The assessment per acre is determined by dividing the total estimated cost assessed for Fiscal Year 2020-2021 by 24.99 acres, which equals \$9,032.73 per acre (which includes the existing deficit balance forward). Due to the limitations on assessments, the assessment for 2020-2021 Fiscal Year will be \$2,948.24 per acre.

LIMITATIONS ON ASSESSMENTS

Assessments in each successive year, exclusive of capital/reserve funding/developer reimbursements, shall not exceed the maximum for any preceding year, increased by ten percent (10%) or the increase in the cost of living index found by the Council to be applicable to the Los Banos area for the preceding twelve months, whichever is greater. (The maximum previous assessment was \$2,680.22 per acre, which occurred in Fiscal Year 2019-2020). Furthermore, assessments in each successive year shall not decrease from the preceding year by more than ten percent (10%). (The assessment for the 2019-2020 was \$2,680.22 per acre). In accordance with the foregoing limitations, the assessment for 2020-2021 will be \$2,948.24 per acre.

NOTE: Storm Drainage improvements associated with this assessment district were completed in Fiscal Year 2011-2012. Recognizing that the area to be supported by this district has not ultimately been installed at this time, when these improvements are constructed there will be a substantial increase of assessable units.



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Villalta and City Council Members

FROM: Stacy Souza Elms, Community and Economic Development Director 

DATE: June 3, 2020

TYPE OF REPORT: Regular Agenda

SUBJECT: Ordinance Amendment Shopping Carts

Recommendation:

Staff recommends that the City Council waive the 2nd reading and adopt Ordinance No. 1185 amending Chapter 8 of Title 11 of the Los Banos Municipal Code regulating shopping carts.

Background and Discussion:

On May 20, 2020, the Los Banos City Council waived the first reading and introduced Ordinance No. 1185 by title.

Similar to other communities, the City of Los Banos struggles with keeping abandoned shopping carts off the streets and sidewalks. California Business and Professions Code sections 22435-22435.13 regulate shopping and laundry carts in the State of California by making certain regulations for retrieval and disposal of said carts. However, those regulations only apply to a shopping cart that has a sign affixed to it "...that identifies the owner of the cart or the retailer, or both; notifies the public of the procedure to be utilized for authorized removal of the cart from the premises; notifies the public that the unauthorized removal of the cart from the premises or parking area of the retail

establishment, or the unauthorized possession of the cart, is a violation of state law; and lists a valid telephone number or address for returning the cart removed from the premises or parking area to the owner or retailer” (Business and Professions Code section 22435.1). The City’s current ordinance requires shopping cart signs for management of shopping carts within Los Banos, in accordance with the state law cited above. Notwithstanding the foregoing abandoned shopping carts still remains a problem in Los Banos.

The City of Los Banos has approximately 16 retail businesses that provide rolling shopping carts for the convenience of customers.

- Save Mart *
 - Target *
 - Wal-Mart *
 - Hobby Lobby
 - Marshalls
 - Ross
 - Dollar Tree
 - 99 Cent Only Store *
 - Dollar General
 - Home Depot
 - Rite Aid
 - Walgreens
 - La Esperanza
 - Santa Fe
 - Food 4 Less *
 - La Morenita
- * locking device system

The majority of these stores have outdoor corrals to contain carts near their entrances and in the parking lots to collect carts. At least five local stores have locking, radio-controlled security devices affixed to wheels to prevent carts from being removed beyond the perimeter of their site and two have poles that prevent the carts from leaving the store. Regardless of measures, shopping carts are commonly removed from stores and discarded in the community. The following is a summary of local efforts:

- Most stores have employees periodically collect used carts from parking areas, but generally do not go beyond property perimeters to retrieve carts.
- Some stores have the required signage on their carts.
- Some stores contract with a cart retrieval service.
- City staff routinely collects carts and returns them directly to the store, or stores them at the City’s airport.

According to the California Grocers Association, approximately 120 jurisdictions in California have adopted regulations specifically addressing abandoned shopping carts. Staff proposes to adopt new regulations in addition to the current signage requirements similar to the majority of these existing ordinances. Staff recommends that the most cost-effective ordinance is one that allows cart owners the ability to implement their own cart retention system among a number of options to be approved by the community and economic development director (tied to their business license) that requires that owners manage their own carts.

- Mechanical disabling devices on all shopping carts, which prevent the cart from being removed from the business premises by locking the wheels automatically or otherwise preventing movement of the carts off of the business premises.
- An on-site security guard to prevent customers from removing carts from the business premises.
- Bollards and/or other barriers around the business premises to prevent cart removal, subject to approval of the City's Fire Chief.
- Obtaining a security deposit from customers for the use of shopping carts on the business premises.
- Prohibiting the use of shopping carts outside the building of the business premises unless accompanied by an employee of the business.
- A contracted retrieval service approved by the Community and Economic Development Director.
- Any other measure approved by the Director of Community and Economic Development as a means of preventing carts from being removed from the business premises.

As a result of COVID 19 the City has become more concerned about the cleanliness and sanitation of shopping carts and baskets. A number of studies pre-COVID 19 indicate that without proper cleaning washing and disinfecting shopping carts and baskets pose a significant health threat to the community. Staff believes that regulatory guidance on acceptable cleaning measures will reduce the risk to the public from contaminated shopping carts and baskets. Staff does not have any statistics on which if any of the retailers have implemented a process for periodic cleaning and sanitizing their shopping carts and baskets used by the public. Attached are some scientific studies and articles that attest to the need for guidance in this area.

Staff recommends that the most cost-effective ordinance is one that allows cart owners the ability to implement their own cart cleanliness program among a number of options to

be approved by the Community and Economic Development Director (tied to their business license) that requires that owners manage their own carts.

- Use of onsite cleaning and/or sanitizing systems; or
- Pressure washing and sanitizing; or
- Steam cleaning and sanitizing; or
- Any other measure approved by the Community and Economic Development Director as a means of cleaning, sanitizing, or eliminating exposure to contaminants that may be found on shopping carts and/or baskets.

Proposed Ordinance – Other:

In addition to the foregoing amendments to the Current Ordinance the proposed Ordinance also provides as follows:

- Every cart owner shall lock or otherwise secure all shopping carts during hours when the business premises are not open for business.
- Any shopping cart or shopping basket retrieved from off premises shall be cleaned and sanitized prior to the next customer use.
- Every shopping cart and/or shopping basket owner shall provide at each customer entrance with prominent signage a cart handle disinfectant wipe dispenser and hand sanitizer dispenser.

Environmental Finding:

State Guidelines for implementation of the California Environmental Quality Act (CEQA) provide for the exemption of projects which will clearly have no significant effects on the environment. More specifically, Section 15061(b)(3) of the CEQA Guidelines states: ...CEQA only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. It has been determined that there is no possibility of significant adverse effects as a result of this proposal given that it has no potential for resulting in physical change in the environment, directly or indirectly, nor does it permit or authorize new or increased intensity of uses. Therefore, the proposed ordinance is not subject to CEQA.

Reviewed by:

A handwritten signature in black ink, appearing to be 'AT', written over a horizontal line.

Alex Terrazas, City Manager

Attachments:

Ordinance No. 1185

ORDINANCE NO. ____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS
BANOS AMENDING CHAPTER 8 OF TITLE 11 OF THE LOS BANOS
MUNICIPAL CODE REGULATING SHOPPING CARTS**

WHEREAS, the presence of abandoned shopping carts is found to be a public nuisance and contributes to a decline in the quality of life; and

WHEREAS, the abundance of abandoned shopping carts on both private and public property encourages crime, tends to reduce property values, and is a blight on the community; and

WHEREAS, abandoned shopping carts also obstruct pedestrian access, interfere with pedestrian and vehicular traffic, and emergency services; and

WHEREAS, studies have shown that the presence of harmful bacteria is a common occurrence on shopping carts and shopping baskets; and

WHEREAS, the use of unclean and unsanitized shopping carts poses an unnecessary health risk to the public, specifically customers and children using shopping carts furnished by businesses for the convenience of their shoppers; and

WHEREAS, based upon the foregoing there is a need for improved sanitation of shopping carts and shopping baskets by owners to reduce exposure to pathogens and potential transmission of microbial infections among shoppers; and

WHEREAS, the City Council finds the regulations set forth in this ordinance are necessary to protect the public safety and welfare of the residents of the City; and

WHEREAS, the Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2), 15060(c)(3) and 15061(b)(3). The activity is not subject to CEQA because it will not result in a direct or reasonably foreseeable indirect physical change in the environment; the activity is not a project as defined in Section 15378, and the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activity is not subject to CEQA;

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

Findings: The City Council hereby finds and determines that, based on all the facts described above, the staff report, the documentation attached to the staff report,

and public comment received on this Ordinance, the adoption of this Ordinance is necessary to help preserve the public peace, health or safety.

Section 1. The above recitals and findings are true and correct and incorporated herein by this reference.

Section 2. The title of this Chapter 8 of Title 11 is amended to read as follows:

Chapter 8
SHOPPING CARTS RETENTION AND CLEANING

Section 3. Section 11-8.01 is amended to read as follows:

Sec. 11-8.01 Findings and purpose.

Abandoned shopping carts constitute a nuisance, create potential hazards to the public health and safety and interfere with pedestrian and vehicular traffic within the city. Wrecked, dismantled and/or abandoned shopping carts on public or private property create conditions that reduce property values and promote blight and deterioration within the city's neighborhoods. In addition a program for shopping cart cleaning and sanitizing to protect customers using shopping carts is necessary to protect the public health and safety. The purpose of this chapter is to ensure that measures are taken by shopping cart owners to prevent the removal of shopping carts from store premises and to ensure that measures are put into place for the cleaning and sanitizing of shopping carts. This chapter is based in part on California Business and Professions Code Section 22435 et seq.

Section 4. Section 11-8.02 is amended to add subsection (f) through (l) as follows:

(f) "Shopping basket" means a handheld basket or a similar device generally used in a retail establishment by a customer for carrying goods of any kind.

(g) "Cleaning" means removing visible debris, dirt and dust.

(h) "Sanitizing" means a process to reduce contaminants that could affect health such as bacteria and pathogens from surfaces to make them safe for contact.

(i) "Disinfecting" means a process to destroy/kill germs rather than simply reducing them.

Section 5. Section 11-8.03 is amended to read as follows:

Sec. 11-8.03 Mandatory retention measures.

(a) Required Signs on Shopping Carts. Every shopping cart owned or provided by any business establishment in the City shall have a sign permanently affixed to it that contains the following information:

(1) The identity of the owner or business, or both;

(2) Notification of the procedure for authorized removal of the shopping cart from the premises;

(3) Notice to the public that the unauthorized removal of the shopping cart from the premises or parking area of the business establishment, or the unauthorized possession of the shopping cart, is a violation of State law and a violation of City ordinance; and

(4) A valid telephone number or address for returning the shopping cart.

(b) Required Signs on Property. Signs shall be placed and maintained on the premises near all customer exits and throughout the premises, including parking areas that warn customers that shopping cart removal from the premises is prohibited and constitute a violation of state and local law. Said signs shall be not less than eight (8") inches by fourteen (14") inches in size with block lettering containing the following "REMOVAL OF SHOPPING CARTS FROM THE PREMISES IS PROHIBITED BY LAW. California Business and Professions Code Section 22435.2 and Los Banos Municipal Code Section 11-8.05."

(c) As a condition to the issuance of a business license every cart owner shall on or before January 1, 2021, install, operate and maintain an on-site cart retention system approved by the community and Economic Development Director. On-site cart retention system means one or more of the following measures:

(1) Mechanical disabling devices on all shopping carts, which prevent the cart from being removed from the business premises by locking the wheels automatically or otherwise preventing movement of the carts off of the business premises.

(2) An on-site security guard to prevent customers from removing carts from the business premises.

(3) Bollards and/or other barriers around the business premises to prevent cart removal, subject to approval of the City's Fire Chief.

(4) Obtaining a security deposit from customers for the use of shopping carts on the business premises.

(5) Prohibiting the use of shopping carts outside the building of the business premises unless accompanied by an employee of the business.

(6) A contracted retrieval service approved by the Community and Economic Development Director. This measure shall be mandatory.

(7) Any other measure approved by the Director of Community and Economic Development as a means of preventing carts from being removed from the business premises.

(d) Every cart owner shall lock or otherwise secure all shopping carts during hours when the business premises are not open for business; and shall lock or otherwise secure all shopping carts not in service and stored on the premises.

Section 6. Sections 11.8.04 through 11.8.08 are renumbered as Sections 11.8.05 through 11.8.09 respectively.

Section 7. Section 11.8.04 is added to read as follows:

Sec. 11-8.04 Mandatory Regular Scheduled Cleaning and Sanitizing of Shopping Carts and Shopping Baskets.

(a) Every shopping cart and/or shopping basket owner shall implement measures to maintain clean and sanitized shopping carts and shopping baskets.

(b) Clean and sanitized means one or more of the following measures to be employed no less than monthly:

(1) Use of onsite cleaning and/or sanitizing systems; or

(2) Pressure washing and sanitizing; or

(3) Steam cleaning and sanitizing; or

(4) Any other measure approved by the Community and Economic Development Director as a means of cleaning, sanitizing, or eliminating exposure to contaminants that may be found on shopping carts and/or baskets.

(c) Any shopping cart or shopping basket retrieved from off premises shall be cleaned and sanitized prior to the next customer use.

(d) Every shopping cart and/or shopping basket owner shall provide at each customer entrance with prominent signage a cart handle disinfectant wipe dispenser and hand sanitizer dispenser.

(e) The requirements of this Section shall be a condition of issuance of a business license.

Section 8. Section 11-8.08 is amended to read as follows:

Sec. 11-8.08 Violation—Enforcement.

Any person who violates the provisions of this chapter is subject to any enforcement procedures permitted by law, including but not limited to: prosecution of a misdemeanor or an infraction, civil action for injunction, administrative enforcement procedures, and revocation of a business license and/or use permit if applicable.

Section 9. To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

Section 10. If any section, subsection, subdivision, paragraph, sentence, clause or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

Section 11. The proposed amendments to the Los Banos Municipal Code do not propose any changes to City policies or regulations that would result in a direct or indirect physical environmental impact; therefore it has been determined that this ordinance amendment is covered by the general rule that the California Environmental Quality Act applies only to projects which have the potential for causing a significant effect on the environment pursuant to CEQA guidelines section 15601(b)(3) and is not subject to environmental review.

Section 12. This Ordinance shall go into effect and be in full force and operation thirty (30) days after its final passage and adoption. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

Introduced by Council Member _____ and seconded by Council Member _____ on the ____ day of _____, 2020.

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

AYES: Council Members
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: Stacy Souza Elms. Community and Economic Development Director

SSE

DATE: June 3, 2020

TYPE OF REPORT: Agenda Item

SUBJECT: Community Choice Aggregation (CCA) Briefing from Peninsula Clean Energy and Adoption of Resolution to Participate in Technical Study

Recommendation:

1. Adopt a Resolution to study Community Choice Aggregation (CCA) and a potential partnership with Peninsula Clean Energy (PCE), the CCA sponsor of the Los Banos-based Billy Wright Solar Project; and
2. Authorize the City Manager to submit PG&E Electric Data forms to access the City's 2018/2019 electric load data for purposes of conducting a technical study/load analysis.

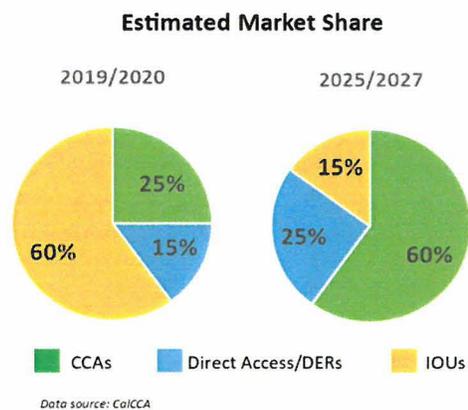
Background:

CCA, authorized by Assembly Bill 117, is a state law that allows cities, counties and other authorized entities to aggregate electricity demand within their jurisdictions to purchase and/or generate electric power for residents and businesses within their jurisdiction. As a shared-service model, CCAs partner with the existing utility, Pacific Gas & Electric Company, which continues to provide power transmission, distribution, grid maintenance and billing services.

CCAs are typically formed to offer customers an energy choice, cheaper electric rates and a higher percentage of renewable energy than is otherwise provided by PG&E. CCAs

serve as economic development drivers, creating jobs in program administration, local energy projects and renewable power development. Finally, CCAs spur energy innovation and lower costs by opening the market to choice and competition.

A growing component of the California energy landscape is the significant expansion of CCAs since 2010. Twenty CCAs in California now serve over 11 million electric customers in 155 cities spread across 23 counties, with more on the way. As of December 2019, CCAs represented approximately 25% of California’s Investor Owned Utility (IOU) service territory, including nearly 40% of PG&E’s load, and the CCA load share is expected to grow to ~60% by 2025. A 2018 report by the CA Public Utilities Commission projected that by 2025, up to 85% of the State’s IOU electrical load could be served by alternative energy providers such as CCAs, representing a dramatic shift in the State’s electric generation and investor-owned utility structure going forward.

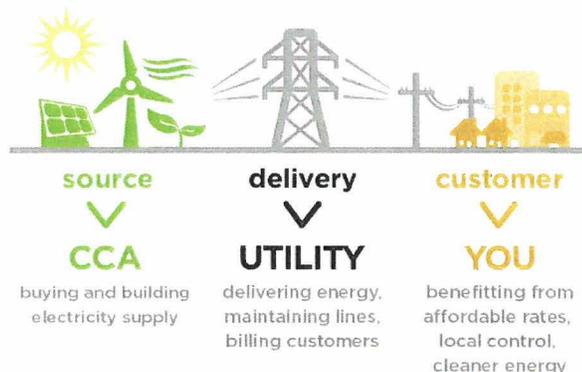


What is Community Choice Aggregation?



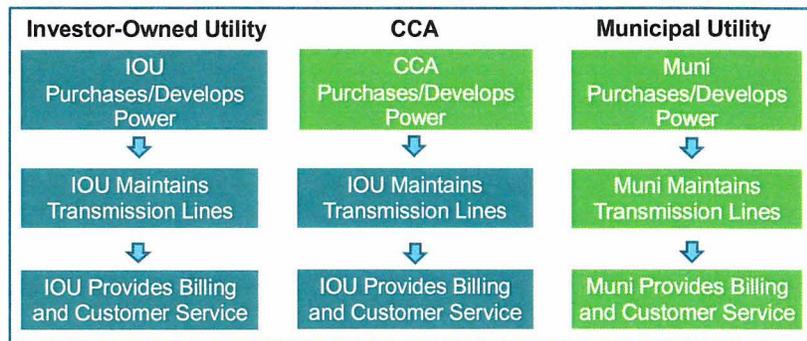
Often called “public power-light” CCA is a shared-service model between local government(s) and an investor-owned utility that allows municipalities to pool their electrical load for the purpose of reducing costs, greening the grid and boosting local economies. CCA is an opt-out program.

How Community Choice Aggregation Works



The following illustrations show what a CCA is and the basic roles of a shared service CCA/utility model vs. the “one size fits all” monopoly utility model that currently exists for Los Banos customers.

Role of CCA vs. Utilities



About Peninsula Clean Energy

Formed in 2016, Peninsula Clean Energy is a not-for-profit joint powers agency (JPA) offering CCA service to the residents and businesses of San Mateo County. PCE customers have two electric power choices, with the default product priced 5% below PG&E while also being cleaner and greener. On an annual basis, Peninsula Clean Energy customers are saving \$18 million annually due to these lower rates. PCE customers have access to a range of energy programs and services, and the Agency has actively pursued new renewable power development throughout the State.

One of PCE’s major achievements is the 200 MW Wright Solar Project which is located in Los Banos and provides enough energy to power 100,000 homes per year. Wright solar broke ground in October 2018 and began generating power earlier this year. It is PCE’s flagship renewable project and the largest solar field built to serve CCA load in California. Construction of the project created more than 400 union jobs in Merced County along with millions of dollars in new tax revenues. It is an example of what CCAs can achieve at the community level, providing local energy jobs and conferring economic development benefits that are responsive to municipal goals. For more information on the Wright Solar Project and PCE’s other major initiatives, please refer to Attachment 3: *PCE Community Impact Report* published in April 2020.

In the past year, the PCE Board has identified the support and expansion of CCA programs in the Central Valley as a key priority, along with the potential to pursue additional power projects in interested communities. For more information about PCE and its offerings, please visit www.peninsulacleanenergy.org.

Previous Council Direction

After the successful groundbreaking of the Wright Solar Project and subsequent briefings on CCA, the Los Banos City Council invited PCE leadership to their September 18, 2019 Council meeting to provide a project update and CCA presentation. At that meeting, the City Council directed staff to continue studying CCA.

Since that time, City staff has reached out to Peninsula Clean Energy and other CCAs in the state to learn more about how CCA works and to assess the City's options. Staff interviewed seven (7) alternative energy providers: Silicon Valley Clean Energy, Monterey Bay Community Power, Valley Clean Energy, Eastbay Community Energy, San Jose Clean Energy, King City Community Power, and Pacific Clean Energy. Each of the energy providers were mainly concentrated on providing "local" cities and counties with alternative energy sources and six (6) of the energy providers did not show interest in partnering with Los Banos due to the existing presence of Peninsula Clean Energy in the immediate vicinity. Staff also determined that it would be much more beneficial to join an existing CCA as the start up costs to create a CCA which would be much greater than joining an existing CCA. Based on this research, staff recommends partnering with PCE to provide a technical study/load analysis.

Discussion:

CCA Formation and Management Options

If the City of Los Banos decides to pursue CCA, it has three formation and management options that are recommended for further consideration:

- 1) Consider membership in an existing CCA such as Peninsula Clean Energy
- 2) Form its own program but contract for services from an operational CCA such as PCE
- 3) Form a new JPA independent of the others to offer CCA service within Merced County.

Each of these options has particular costs and benefits and different start-up requirements which, if given Council direction, staff will further explore along with a proposed technical study, with a report back to Council in 60-90 days.

Proposed Technical Study

In any of these scenarios, a critical first step is studying the City's load data and load profile to assess financial feasibility over time and the ability to save customers money while offering a range of cleaner power options than the incumbent utility.

As previously stated, PCE's Board has prioritized support for the expansion of CCA into the Central Valley, with particular interest in Merced County given the mutual link to the Wright Solar Project. As such, PCE is reaching out to multiple communities in Merced,

including Los Banos, to invite participation in a technical study that would help City staff and Council to determine what's possible going forward.

The PCE Board has set aside funding for the technical study which typically costs between \$25,000-\$35,000 depending on the number of communities participating. For the study proposed, PCE is asking for a \$5,000 contribution from the City to help underwrite the time and cost involved in accessing and analyzing the City's load data.

The attached resolution authorizes Los Banos' participation in the Study, which would take approximately 30 days to complete after receiving the PG&E load data, as well as approval for the \$5,000 cost-share and authorization to request the necessary load data from PG&E.

Timeline and Next Steps

Pursuant to the California Public Utility Commission's Rule E-4907, communities wishing to join or form a CCA must pass an ordinance and submit an implementation plan by December 31 of any given year in order to commence service at least one year later. Given that requirement, a proposed timeline for Los Banos would look like this:

2020	Action
June 3, 2020	Council adopts CCA resolution; PG&E load data requested
Mid-July	Load data received; Technical study commences
Mid-late August	Study complete; Results back to Council w/ briefing(s)
September	Council votes to move ahead or not, adopt required CCA ordinance, join PCE or form its own CCA.
October-Dec.	Draft new or amended JPA Agreement and Implementation Plan; Commence Board meetings; Conduct public hearings; Submit Plan to CPUC no later than December 31, 2020.
2021	
Jan-December	Steps for new CCA formation or membership integration with PCE
2022	
Q1	Los Banos residents and businesses begin receiving power from CCA

As outlined in the chart above, this timeline is based on receiving direction from the City Council on June 3 to participate in a study that returns results in time to complete the required next steps for a 2022 program launch. Peninsula Clean Energy staff and representative Board members will be on hand at the June 3 Council meeting to address questions about CCA in general, Los Banos' options, and project timeline.

Fiscal Impact:

General Fund expenditure, from account 100-495-100-900 (Contingency), of not more than \$5,000 plus limited staff time associated with further CCA research and preparation of the study.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

1. Resolution to study Community Choice Aggregation (CCA) and a potential partnership with Peninsula Clean Energy (PCE)
2. PG&E Electric Data Forms E-CCA INFO and Form 79-1031
3. PCE Community Impact Report (published April 15, 2020)

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING TO STUDY COMMUNITY CHOICE AGGREGATION (CCA) AND PARTNERSHIP WITH PENINSULA CLEAN ENERGY (PCE) AND AUTHORIZE THE CITY MANAGER TO SIGN AND SUBMIT PG&E DATA FORMS TO CONDUCT A TECHNICAL STUDY/LOAD ANALYSIS

WHEREAS, AB 117, adopted as California State law in 2002 permits cities and counties to aggregate residential, commercial/industrial, and municipal electric loads through Community Choice Aggregation (CCA); and

WHEREAS, Community Choice Aggregation is a mechanism by which local governments assume responsibility for providing electrical power for residential and commercial customers in their jurisdiction in partnership with Pacific Gas & Electric Company which continues to provide power delivery, grid maintenance and customer billing services; and

WHEREAS, there are currently 19 successfully operating CCA programs in the State of California, with several more in formation; and

WHEREAS, the City of Los Banos has identified Community Choice Aggregation as a promising strategy to save residents and businesses money on their electric bills while meeting local clean energy and greenhouse gas reduction goals; and

WHEREAS, Community Choice Aggregation also provides the opportunity to finance clean energy projects and implement a wide variety of energy-related programs of interest to the community; and

WHEREAS, in 2017, Peninsula Clean Energy (PCE), a CCA serving San Mateo County, entered into a 25-year contract with Wright Solar for a 200MW project located in Los Banos, setting a record as the largest solar project ever developed for a CCA in the state of CA; and

WHEREAS, the City of Los Banos is potentially interested in taking power from the Wright Solar project, possibly by authorizing CCA for their community in partnership with Peninsula Clean Energy; and

WHEREAS, an initial step in determining the feasibility of the City's CCA options and potential partnership with PCE requires the analysis of energy load data from Pacific Gas & Electric Company; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve to study Community Choice Aggregation (CCA) and partnership with Pacific Clean Energy and authorize the City Manager to sign and submit PG&E data forms to conduct a technical study/load analysis.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3rd day of June 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



Electric Sample Form No. 79-1031
Community Choice Aggregator Non-Disclosure Agreement

**Please Refer to Attached
Sample Form**

Advice Letter No: 4221-E
Decision No. 12-11-015
D.12-08-045, D.11-07-056
1C7

Issued by
Brian K. Cherry
Vice President
Regulatory Relations

Date Filed May 2, 2013
Effective May 2, 2013
Resolution No. _____



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“Agreement”) is entered into by and between Pacific Gas and Electric Company (“Utility”) and _____

_____, a _____ [name]

_____, a _____ [describe political entity]

_____ (“CCA”) as of _____ (“Effective Date”).

This Agreement is executed pursuant to California Public Utilities Commission (“CPUC”) Order Instituted Rulemaking (“OIR”) 03-10-003, California Public Utilities Code (“PU Code”) Section 366.2 et seq., and applicable Utility tariffs (as modified hereafter from time to time). As used herein Utility and CCA may each be referred to individually as a “Party” and collectively as “Parties.”

The CPUC has determined that CCA/Community may obtain specified confidential customer information from Utility pursuant to Tariff Schedules E-CCAINFO-Information (as modified hereafter from time to time) (“E-CCAINFO”) as a community choice aggregator, as defined by PU Code Section 331.1, solely in order to investigate, pursue or implement community choice aggregation pursuant to PU Code Section 366.2, et seq. or confidential customer electric and gas consumption data to implement energy efficiency programs pursuant to PU Code section 381.1. The provisions of this Agreement and E-CCAINFO govern the disclosure of Utility’s confidential customer information to CCA/Community (“Disclosure Provisions”) under Schedules E-CCAINFO and E-CCA.

The Parties hereby mutually agree that:

1. Subject to the terms and conditions of this Agreement, current proprietary and confidential information of Utility regarding customers of Utility (“Utility Customers”) may be disclosed to CCA from time to time in connection herewith as provided by the Disclosure Provisions and solely for the purpose of investigating, pursuing or implementing community choice aggregation pursuant to PU Code Section 366.2, et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1. Such disclosure is subject to the following legal continuing representations and warranties by CCA:

(a) CCA represents and warrants that, pursuant to PU Code Section 331.1,

- (1) it is either (i) a city, county, or other entity as defined in PU Code Section 331.1 whose governing board has elected to combine the loads of its residents, businesses, and municipal facilities in a community wide electricity buyers program or (ii) a city, county, or other entity as defined in PU Code Section 331.1 that intends to actively investigate or pursue delivery of electric service to customers located within the geographic territory of the CCA, and
- (2) that to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq., or to implement energy efficiency programs pursuant to PU Code section 381.1;



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

- (b) CCA represents and warrants that it has all necessary authority to enter into this Agreement, and that it is a binding enforceable Agreement according to its terms;
 - (c) CCA represents and warrants that the authorized representative(s) executing this Agreement is authorized to execute this Agreement on behalf of the CCA; and
 - (d) CCA confirms its understanding that the information of Utility Customers is of a highly sensitive confidential and proprietary nature, and that such information will be used as contemplated under the Disclosure Provisions solely for the purposes of investigating, pursuing or implementing Community Choice Aggregation under PU Code Section 366.2 as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1, and that any other use of the information may permit Utility to suspend providing further information hereunder.
 - (e) CCA represents and warrants that it will implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure, and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency purposes without the customer's prior consent to that use.
2. The confidential and proprietary information disclosed to CCA in connection herewith may include, without limitation, the following billing information about Utility Customers: Customer-specific information from the current billing periods as well as prior 12 months consisting of: service agreement number, name on agreement, service address with zip code, mailing address with zip code, telephone number, meter number, monthly kWh usage, monthly maximum demand where available, electrical or gas consumption data as defined in PU Code Section 8380, other data detailing electricity or gas needs and patterns of usage, Baseline Zone, CARE participation, End Use Code (Heat Source) Service Voltage, Medical Baseline, Meter Cycle, Bill Cycle, Balanced Payment Plan and other plans, HP Load and Number of Units and monthly rate schedule for all accounts within the CCA's territory. In addition, PG&E will provide the CCA the following additional information regarding customers currently enrolled in its CCA service: current and historical billing information for non-CCA services provided by PG&E or other electric service providers (collectively, "Confidential Information"). Confidential Information shall also include specifically any copies, drafts, revisions, analyses, summaries, extracts, memoranda, reports and other materials prepared by CCA or its representatives that are derived from or based on Confidential Information disclosed by Utility, regardless of the form of media in which it is prepared, recorded or retained.



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

3. Except for electric and gas usage information provided to CCA pursuant to this Agreement, Confidential Information does not include information that CCA proves (a) was properly in the possession of CCA at the time of disclosure; (b) is or becomes publicly known through no fault of CCA, its employees or representatives; or (c) was independently developed by CCA, its employees or representatives without access to any Confidential Information.
4. From the Effective Date, no portion of the Confidential Information may be disclosed, disseminated or appropriated by CCA, or used for any purpose other than to investigate, pursue or implement community choice aggregation under PU Code Section 366.2 et seq. as a community choice aggregator or to implement energy efficiency programs pursuant to PU Code section 381.1 as permitted under this Agreement and the Disclosure Provisions.
5. CCA shall, at all times and in perpetuity, keep the Confidential Information in the strictest confidence and shall take all reasonable measures to prevent unauthorized or improper disclosure or use of Confidential Information. CCA shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information, to protect the personal information from unauthorized access, destruction, use, modification, or disclosure and prohibits the use of the data for a secondary commercial purpose not related to community choice aggregation or energy efficiency. Specifically, CCA shall restrict access to Confidential Information, and to materials prepared in connection therewith, to those employees or representatives of CCA who have a “need to know” such Confidential Information in the course of their duties with respect to the CCA program and who agree to be bound by the nondisclosure and confidentiality obligations of this Agreement, provided, however, that, an Energy Service Provider, agent, or any other entity, including entities that provide both direct access (as codified in Assembly Bill No. 1890, Stats. 1996, ch. 854) and community choice aggregation services shall limit their utilization of the information provided to the purposes for which it has been provided and shall not utilize such information, directly or indirectly, in providing other services, including but not limited to Direct Access services, in order to effectuate the obligations of this Agreement. Prior to disclosing any Confidential Information to its employees or representatives, CCA shall require such employees or representatives to whom Confidential Information is to be disclosed to review this Agreement and to agree in writing to be bound by the terms of this Agreement by signing the “Non-Disclosure Agreement for CCA Employees or Representatives” form attached as Exhibit A hereto. CCA shall provide Utility with copies of the signed Exhibit A forms at Utility request. CCA shall also provide Utility with a list of the names, titles, and addresses for all persons or entities to which Confidential Information is disclosed in connection herewith (“Disclosure List”). This Disclosure List shall be updated by CCA on a regular basis, and will be provided to Utility once each quarter at a minimum.

COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

6. CCA shall be liable for the actions of, or any disclosure or use by, its employees or representatives contrary to this Agreement; however, such liability shall not limit or prevent any actions by Utility directly against such employees or representatives for improper disclosure and/or use. In no event shall CCA or its employees or representatives take any actions related to Confidential Information that are inconsistent with holding Confidential Information in strict confidence. CCA shall immediately notify Utility in writing if it becomes aware of the possibility of any misuse or misappropriation of the Confidential Information by CCA or any of its employees or representatives. However, nothing in this Agreement shall obligate the Utility to monitor or enforce the CCA's compliance with the terms of this Agreement.
7. CCA shall comply with the consumer protections concerning subsequent disclosure and use that are in Attachment B to CPUC Decision No. 12-08-045.
8. CCA acknowledges that disclosure or misappropriation of any Confidential Information could cause irreparable harm to Utility and/or Utility Customers, the amount of which may be difficult to assess. Accordingly, CCA hereby confirms that the Utility shall be entitled to apply to a court of competent jurisdiction or the CPUC for an injunction, specific performance or such other relief (without posting bond) as may be appropriate in the event of improper disclosure or misuse of its Confidential Information by CCA or its employees or representatives. Such right shall, however, be construed to be in addition to any other remedies available to the Utility, in law or equity.
9. In addition to all other remedies, CCA shall indemnify and hold harmless Utility, its affiliates, subsidiaries, parent company, officers, employees, or agents from and against and claims, actions, suits, liabilities, damages, losses, expenses and costs (including reasonable attorneys' fees, costs and disbursements) attributable to actions or non-actions of CCA and/or its employees and/or its representatives in connection with the use or disclosure of Confidential Information.
10. If, at any time, CCA ceases its investigation, pursuit or implementation of community choice aggregation pursuant to PU Code Section 366.2 et seq., CCA shall promptly return or destroy (with written notice to Utility itemizing the materials destroyed) all Confidential Information then in its possession at the request of Utility. Notwithstanding the foregoing, the nondisclosure obligations of this Agreement shall survive any termination of this Agreement.
11. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties hereto. This Agreement shall not be assigned, however, without the prior written consent of the non-assigning Party, which consent



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

may be withheld due to the confidential nature of the information, data and materials covered.

- 12. This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations, understandings, communications, correspondence and representations, whether oral or written. This Agreement shall not be amended, modified or waived except by an instrument in writing, signed by both Parties, and, specifically, shall not be modified or waived by course of performance, course of dealing or usage of trade. Any waiver of a right under this Agreement shall be in writing, but no such writing shall be deemed a subsequent waiver of that right, or any other right or remedy.
- 13. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California, without reference to its principles on conflicts of laws.
- 14. This Agreement shall, at all times, be subject to such changes or modifications by the CPUC as it may from time to time direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement as of the Effective Date.

PACIFIC GAS AND ELECTRIC COMPANY

(Customer)

(Signature)

(Type/Print Name)

(Title)

(Date)

(Signature)

(Type/Print Name)

(Title)

(Date)



COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT

EXHIBIT A NON-DISCLOSURE AGREEMENT FOR CCA EMPLOYEES OR REPRESENTATIVES

I, _____, declare under penalty of perjury that

(1) I am employed as _____ (title) at _____
_____ (employer and address); and

(2) I have personally reviewed the attached **COMMUNITY CHOICE AGGREGATOR NON-DISCLOSURE AGREEMENT** relating to disclosure and use of Confidential Information (as defined therein) and I agree to be bound by its provisions.

Signed: _____

Print Name: _____

Dated: _____



COMMUNITY IMPACT REPORT

Clean Power, Lower Rates and
Community Investment



San Mateo County's
Community
Electricity Provider

WHO IS PENINSULA CLEAN ENERGY?

Your community electricity provider is investing in tomorrow

Peninsula Clean Energy is San Mateo's official electricity provider – generating clean and affordable power and making significant reinvestments back into the community.

As one of California's 19 Community Choice Aggregators (CCAs), Peninsula Clean Energy has the flexibility and local control to use innovative options in purchasing and generating electricity for residents and businesses.

This has allowed us to pursue aggressive goals of providing 100% greenhouse gas-free electricity by 2021 and 100% power from wind, solar and other renewable sources by 2025 – all while charging our customers less than PG&E.

Since we first began providing electricity to San Mateo County in October 2016, we have built a trendsetting clean energy portfolio. That includes the January 2020 launch of the 200-megawatt Wright

Solar Park, the largest renewable project currently delivering power to a CCA in California.

And unlike an investor-owned utility such as PG&E, Peninsula Clean Energy – as a not-for-profit community-

Peninsula Clean Energy generates electricity for close to 300,000 customers in San Mateo County

controlled CCA – reinvests earnings to provide incentives and other programs that directly benefit our customers. For example, we offer incentives for electric vehicles to reduce emissions from cars, and a program to remove and recycle

old refrigerators to improve home energy efficiency.

While Peninsula Clean Energy generates electricity for the 750,000 residents of San Mateo County, PG&E remains responsible for the distribution lines and other infrastructure that carries the electricity from the energy source to wherever it is used. Our generation charges and PG&E's distribution charges appear as part of a consolidated bill provided by PG&E.

Peninsula Clean Energy's ECOplus electricity product is cleaner and costs 5% less than the comparable PG&E rate. For about one cent more per kilowatt-hour, customers can choose our ECO100, which is 100% renewable energy. Solar customers also can get more value on our NEM and NEM 2.0 rates.

Find out more at PenCleanEnergy.com

How it works



Peninsula Clean Energy Electricity Generation

We provide electricity from clean energy sources at lower rates than PG&E.

PG&E Distribution

PG&E owns the power lines and other infrastructure to deliver the power we generate. They also send a consolidated bill.

You Customer

As a customer of Peninsula Clean Energy, you are helping the environment and saving money.



Fighting climate change here at home

Dear Neighbors,

According to a 2019 survey, **76% of San Mateo County residents feel climate change is not being addressed aggressively enough.***

The good news is that by working together we have steadily cut hundreds of thousands of metric tons of greenhouse gas emissions by using cleaner electricity. And this has been done while saving our residents and businesses millions of dollars through lower electric rates.

We also reinvest in programs to slice tailpipe emissions through electric vehicle incentives, and provide clean energy backup for customers most vulnerable to power outages.

Peninsula Clean Energy is pleased to highlight here what we and members of our communities are doing to achieve our collective vision of offering affordable and reliable emission-free power.

Of course, there is much more to do. But if our progress so far is any indication, San Mateo County will continue to lead efforts to fight global climate change for California and the country.

And we'll continue to save you money while we provide you cleaner and greener electricity.

Jan Pepper
CEO
Peninsula Clean Energy

** January 2019 survey of 572 respondents chosen randomly.*

KEEPING THE LIGHTS ON

Peninsula Clean Energy plans to help the community become energy resilient

BY ANNE STOKES |

Over the next three years, Peninsula Clean Energy will be investing \$10 million to develop short- and long-term plans and infrastructure to ensure communities will have access to potentially life-saving energy, even in the event of a natural disaster.

“Energy resiliency is the idea that all of our customers have access to electricity even if the grid goes down,” said Siobhan Doherty, Peninsula Clean Energy director of Power Resources. “It’s important for all types of emergencies. That could be earthquakes, it could be wildfires ... anything that might cause interruption of electricity services.”

In 2018, wildfires decimated several Northern California communities. The following year, power companies expanded their public safety power shut-off (PSPS) programs in response. While the purpose of a PSPS is to prevent deadly catastrophes, they can have significant safety and economic repercussions for:

- Medically vulnerable residents who rely on electricity to power medical equipment.
- Businesses forced to close during outages for unknown amounts of time.
- Critical public safety services and utilities such as communications, health care facilities, transportation, water pumping facilities and first responders.

Peninsula Clean Energy has a better plan: Solar power stored in batteries. Solar photovoltaic systems can provide power independent of the larger power grid for long periods by meeting electric needs during the day and charging batteries for power after the sun goes down.

Today, Peninsula Clean Energy is working with municipalities in San Mateo County to place photovoltaic storage systems at the homes of medically vulnerable residents and at public facilities such as community centers that could act as emergency shelter locations. While these plans are currently serving as a contingency plan for PSPS events, Peninsula Clean Energy is also looking to take a proactive approach rather than a

“Energy resiliency is the idea that all of our customers have access to electricity **even if the grid goes down.**”

Siobhan Doherty
Director, Power Resources
Peninsula Clean Energy



reactive response to an emergency. One of the company’s goals is to design a power portfolio sourced entirely by renewable energy by 2025.

“For the longer term, we’re looking at critical infrastructures — such as communications and water — and to figure out how we can best support creating resiliency around those,” Doherty said. “We’re working with municipalities and other local agencies to think ahead instead of going in after the fact ... such as designing solar energy and electricity storage that can support their buildings and systems.”



Why energy resiliency is so important

“Energy resilience can be lifesaving for residents who rely on electricity for medical needs. Peninsula Clean Energy’s programs that equip these residents with **clean and reliable backup power** to support them during power outages will be very helpful.”

Dr. Shruti Dhapodkar
Health Emergency Preparedness
Manager, San Mateo County Health

Energy resiliency programs by customer class



THE FUTURE OF CLEAN ENERGY

Starting students out on a solid environmental foundation

| BY ANNE STOKES |

While Peninsula Clean Energy is working diligently to meet today's energy needs, we're also nurturing the next generation of innovators. To help educators bring environmental literacy into classrooms, Peninsula Clean Energy gave \$25,000 to the San Mateo County Office of Education in 2018 to start a Clean Energy Teacher Fellowship. Ormondale Elementary School kindergarten teacher Silvia Martinez was one of those lucky teachers.

"I thought it was important for the students to be more aware of the environment in ways that they can understand it, so hopefully in the future they can solve problems," says Martinez, who actually started teaching her students about the environment eight years ago. "It gives them the power to do something about it."

Martinez says she was able to gain valuable professional development through the fellowship program as well as comprehensive support in developing lessons. That support includes ensuring curriculum meets the state's Next Generation Science Standards and Environmental Principles and Concepts requirements, while still enabling her to tailor lessons to what works best in her classroom.

"There's a lot of hands-on activities for them to touch, feel and experience and then get their knowledge and build upon that," she says.



Kindergartners learn about clean energy by building their own paper wind turbines. PHOTOS COURTESY OF SILVIA MARTINEZ

While kindergartners aren't ready to understand the science behind solar panels and greenhouse gasses, students in Martinez's classroom learn about renewable energy by building paper wind turbines and experimenting with a solar-powered K'Nex merry-go-round. And

"I thought it was important for the students to be more aware of the environment in ways that they can understand it, so hopefully in the future they can solve problems."

Silvia Martinez
Kindergarten teacher, Ormondale Elementary School

instead of building holiday gingerbread houses — which end up uneaten and thrown away after a few weeks — Martinez's students design and make a model clean energy house.

"They know about wind power, solar energy and recycling, but we also add other things like insulation and we add in roof top plants, we add in a lot of windows and a garden, rain barrels to make this earth-friendly house," she says. "The goal is for them to be able to walk

away from this with an understanding that they could make simple changes to the energy system and still protect their environment."

And it isn't just Martinez's class that's benefited from the fellowship. She's been able to integrate Earth-friendly practices and learning experience across the entire campus.

"We've had assemblies where our students teach others. We have worm bins for the entire school, we have beautiful school gardens where we use the compost we get from that," she says. "I think it's wonderful we have this resource. It's so important."



San Mateo County schools expand environmental learning programs

Preparing leaders for clean energy starts as early as kindergarten in some San Mateo County schools.

The San Mateo County Office of Education (SMCOE) is expanding its Environmental Literacy and Sustainability Initiative for students grades K-12. SMCOE is the first county office of education in the state to have launched an initiative of this kind. The program teaches sustainability across the campus, curriculum, community and culture.

SMCOE works closely with Peninsula Clean Energy, which has provided staff support and more than \$250,000 for environmental literacy programs. One of these is the Clean Energy Teacher Fellowship program. After a successful pilot that reached 970 students in 2018-2019, Peninsula Clean Energy increased funding for 2020-21, so that more teachers can participate and more students be reached.

2019 Teacher Fellowship schools:

- Aragon High School
- Arroyo School
- Bayshore School
- Borel Middle School
- Foster City Elementary School
- Hillview Middle School
- Hoover Elementary School
- La Entrada
- Ormondale Elementary School
- Summit Public Schools — Shasta
- Willow Oaks School

ELECTRIFYING THE FUTURE

SamTrans bus system is on track to be all-electric and emission-free

BY ALLEN PIERLEONI

The San Mateo County Transit District (SMCTD) is looking into the future, and what it sees is electric-powered buses and trains that will move public transportation into a new era of emission-free sustainability and clean energy.

Its SamTrans bus system is “on track to convert our fleet to 100% zero emissions by 2040,” says Amelia Timbers, SMCTD’s principal planner for sustainability.

“We’ve just begun this transition,” she says. “We have two battery-electric buses now, with eight more coming in the near future.”

SamTrans sources 100% renewable energy from Peninsula Clean Energy’s ECO100 product. The bus fleet services San Mateo County and parts of San Francisco and Palo Alto.

“The community response to electric buses has been really positive,” Timbers says. “Our riders are excited about the growth of the fleet. We’ve displayed the buses at festivals, where they’ve been very popular.”

In addition to the bus fleet is SMCTD’s Caltrain, with a fleet of 134 passenger cars, each seating between 78 and 149 travelers. But that will change when the Caltrain Peninsula Corridor Electrification Project is in place, eventually eliminating the need for diesel-driven locomotives.

“We’re very much in the planning stage, but we have already purchased 133 electric-fueled self-propelled mobile units for 19 seven-car trainsets (each car holding 600 to 700 passengers),” Timbers says. “We plan to start electric service for most of the Caltrain Corridor by 2022.”

Caltrain serves from Oracle Park in San Francisco, south through San Mateo County to Gilroy.

“It’s not just a matter of getting electric trains, but also a matter of getting the

electric infrastructure along the corridor,” points out Dan Lieberman, SMCTA public affairs specialist. “We’re now erecting poles to support the catenary system (overhead wires) that will provide electric power to the trains.”

Current yearly passenger numbers are startling – 11 million riders for SamTrans and 18 million for Caltrain. Compared to 2019, projections show a potential 300% increase in demand for the Caltrain system by 2040.

“The community response to electric buses has been really positive.”

Amelia Timbers
SMCTD’s principal planner for sustainability



SamTrans’ new electric buses are very popular with riders.
PHOTO COURTESY OF SAN MATEO COUNTY TRANSIT DISTRICT

“We don’t expect electrifying SamTrans to have as immediate an effect on bus ridership, but it will certainly help to shrink our carbon footprint and reduce the amount of particulate matter in the air,” Lieberman says.

“Electrifying a railroad does have huge environmental benefits, but it will also allow us to increase the frequency of our service and move more people faster,” he says.

“Electrifying (SamTrans and Caltrain) will help us operate a cleaner fleet overall,” Timbers says. “We consider ourselves a mobility leader, and a big part of that is ensuring we’re contributing to a sustainable future that meets our diverse community and ridership needs.”



Lyngso Garden Materials, a renewable connection

“Anything that helps grow plants or is related to landscaping, we have here,” says Kan Parthiban, sustainability coordinator of green-devoted Lyngso Garden Materials in San Carlos. That includes organic composts, soils and fertilizers, of course, but the family-run employee-owned business is also the source of larger landscaping items, such as boulders, flagstones and rocks, water features and pottery.

“What ties everything together is our community involvement, sustainability of raw materials and environmental conscientiousness,” she says. As part of that, Lyngso upgraded to Peninsula Clean Energy’s ECO100 product, which provides energy from 100% renewable sources.

Lyngso has held free Saturday learning sessions for more than a decade. “We host DIY classes and educational classes with the UC Master Gardeners,” Parthiban says. “We have been a community resource and a people-based business since the early 1950s.”

Another key is the emphasis on organics. “We don’t have any synthetics or chemical products on site,” she says.

“Our customers care about the environment, so all of our soils and amendments are natural and eco-friendly.”

HOW HEALTHY IS YOUR HOME?

Healthy Home Connect examines houses for problems that can trigger health issues and fixes them free of charge

| BY ALLEN PIERLEONI |



Healthy Home Connect tackles many home repairs that can benefit health and energy use such as properly venting a chimney.
PHOTO COURTESY HEALTHY HOME CONNECT

Among the many innovative programs that Peninsula Clean Energy offers its customers in San Mateo County is its Healthy Home Connect program.

It's designed to assist struggling families in San Mateo County not only with energy-efficiency issues that call for such improvements as new insulation, weather stripping and window replacement, but with health-related concerns as well.

Your home could literally be making you ill. Health-related "triggers" such as poor ventilation, rodent infestation and leaking roofs can set off a host of ailments, including asthma, headaches and fatigue. To compound the problem, an unhealthy house affects the most vulnerable – the elderly and children.

Peninsula Clean Energy funds Healthy Home Connect in partnership with PG&E and local, state and federal agencies. The result is free home repair for qualified customers.

"We really get into the health of the house, that's where we have to concentrate in our community, especially for fixed-income and low-income (homeowners)" says Joaquin Narvaez, green programs manager with El Concilio, a community nonprofit dedicated to improving quality of life for the underserved. It's contracted by Peninsula Clean Energy to help run Healthy Home Connect.

"People's houses are deteriorating along with their health," Narvaez adds. "We want to fix that, and our goal is to expand the program at least county-wide and maybe state-wide."

The Healthy Home Connect process is straightforward, involving an interview with the homeowner and a detailed house inspection.

"We get information about any mold or plumbing issues, what the air inside the house is like, the year the house was built, if the homeowner lives near an industrial

"People's houses are deteriorating along with their health. We want to fix that."

Joaquin Narvaez
Green programs manager,
El Concilio



area or a freeway, if they have any health issues when they're at home," Narvaez says.

The gathered data are analyzed using the Hayward Score, a tool used to assess health-impactful problems in a home and to develop recommendations for repairing and/or replacing items involved. "The results from the Hayward Score give us our direction for making health-related

improvements to the house," Narvaez says. "Does it need exhaust fans for the air environment? Does the carpeting need replacing?"

Franklin Energy of Oakland is another Peninsula Clean Energy contractor involved in Healthy Home Connect.

"We manage the relationship between those getting the work done in the field and Healthy Home Connect, tailored around helping these residents eliminate health triggers and create healthier homes," says Franklin Energy senior technical services manager Russell Bayba.

"The health aspect is really important and can be a bigger concern than just reducing energy use," he adds.

That's something Florence Jordan appreciates. She's a senior citizen and widow living alone in an East Palo Alto house built in the 1950s.

Her main issue was a rodent infestation. Workers replaced the vent coverings underneath and on the outside of the house, including the eaves. They also replaced her water heater, added weather stripping to the windows and doors, and repaired leaky faucets.

"I'm very appreciative, you don't know how much," she says. "I talked with (the workers) and they seemed to like what they do – helping people."



Incentive program makes used electric vehicles more affordable

Karl Jensen clocked about 450,000 miles on a series of motorcycles during his 35-year career as an art professor at a private college, commuting from his Redwood City home to San Francisco and back. "I used to wear them out," he says.

Jensen averaged 45 miles per gallon on the bikes. Now, he gets 100 miles to the gallon from his 2017 Plug-In Prius Hybrid. Not only do electric vehicles save on fuel, they also help reduce greenhouse gas emissions.

Jensen was able to make the switch because of a grant from Peninsula Clean Energy's innovative DriveForward Electric program. **It helps income-qualified San Mateo County residents buy used plug-in electric vehicles by offering incentives for up to \$4,000.**

A main focus of DriveForward Electric is making applicants aware of other, similar grants. In Jensen's case, he was told about the Driving Clean Assistance Program, and stacked that grant with the one he got from DriveForward Electric.

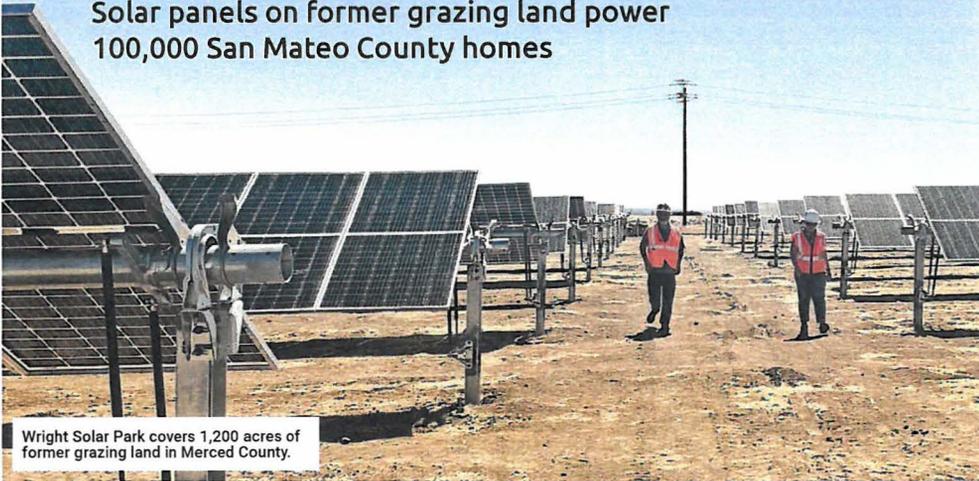
"All that support let me put this car in my driveway," he says. "The two grants combined put \$7,000 toward the car. Without them, I couldn't have afforded it."

It wasn't just gas mileage that motivated Jensen.

"Reducing my carbon footprint was a big thing for me," he says. "I'm very into that in whatever way my little lifestyle may support."

WRIGHT SOLAR PARK FARMS THE SUN

Solar panels on former grazing land power
100,000 San Mateo County homes



Wright Solar Park covers 1,200 acres of former grazing land in Merced County.

Now online, Wright Solar Park – developed and managed by Clēnera, a renewable energy company – is making clean energy in a big way. It's the largest renewable energy project ever built for a Community Choice Aggregator.

Peninsula Clean Energy has exclusive rights to Wright's output, a staggering 200 megawatts – enough to power 100,000 San Mateo County homes.

The project not only benefits the environment, but the California economy too, by creating 400 union jobs. Swinerton Renewable Energy worked with the Brotherhood of Electrical Workers Local 684, Ironworkers Local 155, Operating Engineers Local 3, Laborers International Local 1130, and Northern California Carpenters Local 152 to complete the project.

"This project illustrates the vast potential that solar and other renewable generation can have in Merced County and Central California, from new construction jobs to millions of dollars in new tax revenues," said Lloyd Pareira, chairman of the Merced County Board of Supervisors.

Where we get power

Peninsula Clean Energy buys low-cost, price-stable, clean and green sources of energy. This includes wind, hydro and solar power from several locations in California. Peninsula Clean Energy's goal is to develop a diverse power portfolio that meets its objectives of 100% greenhouse gas-free power by 2021, 100% renewable energy by 2025 and a minimum of 20 megawatts of new local power by 2025.

Where are these power sources? Peninsula Clean Energy has Power Purchase Agreements for renewable energy with these facilities, listed with their generating capacity (in megawatts). These sources represent a portion of Peninsula Clean Energy's overall energy portfolio.



Solar

Wright
Merced County
200 MW

Mustang Two*
Kings County
100 MW



Wind

Shiloh
Solano County
150 MW

Buena Vista
Contra Costa County
38 MW

Karen Avenue
Palm Springs
11.7 MW



Hydro

Hatchet Creek
Shasta County
7.5 MW

Roaring Creek
Shasta County
2 MW

Bidwell Ditch
Shasta County
2 MW

Clover
Shasta County
0.99 MW

*Under construction





Opened in January 2020, 200-megawatt Wright Solar Park provides enough power for 100,000 San Mateo County homes.

MORE THAN POWER

Innovative programs

Energy resiliency

Peninsula Clean Energy is investing \$10 million over the next three years to address community readiness for power shutoffs and emergencies. This will include solar plus storage solutions for the medically vulnerable, community emergency response centers and critical infrastructure.

Electric vehicle (EV) incentives

Peninsula Clean Energy offers incentives for new and used EV purchases. Incentives for new EVs were offered in 2018 and 2019. The 2020 program for new EVs is under development. The ongoing DriveForward Electric Program makes it more affordable for income-qualifying San Mateo County residents to purchase a used EV by providing a vehicle incentive up to \$4,000.

EV test drive events

Peninsula Clean Energy organizes events where you can try out the latest electric vehicles. Launched in 2018, the events have delivered nearly 3,000 EV experiences.

EV Ready program

Peninsula Clean Energy will be offering \$24 million in incentives and technical assistance in partnership with the California Energy Commission to install electric vehicle charging stations in workplaces, apartments, condos and retail locations throughout San Mateo County.

Community pilots

Peninsula Clean Energy has awarded \$450,000 for six innovative local energy pilot projects to spur local innovation, reduce greenhouse gas emissions, support low-income customers, and advance electric transportation.

UPGRADE TO 100% RENEWABLE

Want to do something more to help the environment that is easy and inexpensive? Switch to 100% renewable energy, available for about \$4 more per month for the average household. Upgrade to ECO100 on line at PenCleanEnergy.com/opt-up/ or call 866-966-0110.

HOW TO STAY UP TO DATE

Keep informed by signing up to receive updates at PenCleanEnergy.com/updates.



Learn more about these and other programs at PenCleanEnergy.com/CIR20



The Peninsula Clean Energy difference

\$18 million

Annual savings for San Mateo County customers

144,660

Estimated metric tons of carbon emissions reduced per year

That's equivalent to:

30,713

Cars removed from the road per year



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor & City Council Members
FROM: Alex Terrazas, City Manager *AT*
DATE: June 3, 2020
SUBJECT: Measure V Citizens Oversight Committee Nomination
TYPE OF REPORT: Agenda Item

Recommendation:

That the City Council nominate John Cates as a candidate for the Measure V Citizens Oversight Committee.

Discussion:

At the May 6, 2020 City Council Meeting authorization was given to advertise and solicit applications for the Measure V Oversight Committee. Mayor Villalta and Mayor Pro Tem Jones were appointed to sit on the committee to review, interview and recommend appointment to the City Council at the June 3, 2020 City Council Meeting. The deadline to submit applications was Friday, May 22, 2020 and we received one (1) application from John Cates.

Measure V – Merced County's transportation sales tax - was passed by voters in November 2016. Beginning April 1, 2017, the ½ cent sales tax will be collected throughout Merced County for the next 30 years. As the Local Transportation Authority for Merced County, MCAG will administer the Measure V program.

The Measure V Transportation Expenditure Plan (Plan) requires MCAG to organize and staff a Citizens Oversight Committee. The purpose of the committee is to ensure that the measure program is implemented as outlined in the Plan. The committee will review financial and performance audits, reports from member agencies, annual receipts and other documents necessary to assess the program's consistency with the Plan.

Additional information can be found on their Measure V Oversight Committee website:
<https://www.measurev-mcag.com/citizens-oversight.html>

ATTACHMENTS:

Measure V Citizens Oversight Committee Application
List of Measure V Citizens Oversight Committee Members

RECEIVED

MAY 14 2020

MEASURE V CITIZENS OVERSIGHT COMMITTEE

CITY OF LOS BANOS

Application for Appointment to Represent City of Los Banos

Name: John Cates

Home Address: 822 Coastal Ct.

Mailing Address (if different): _____

Phone: (home) 209-826-2071 (work) N.A. (mobile) 209-769-0605

- A. Are you a U.S. citizen of 18 years of age or older who resides in Merced County? Yes No
- B. Are you a public employee at any state, county or local city agency, or an elected official at any level of government? (Yes) (No)
- C. Please respond to the following (attach a separate document if needed):

1. Commission/Committee Experience: What is your previous experience on a public agency commission or committee? Please also note if you are currently a member of any commissions or committees.

Currently sitting on Los Banos Measure H oversight Committee
& on Merced County Measure V oversight Committee

2. Statement of Qualifications: Provide a brief statement indicating why you are interested in serving on the Citizens Oversight Committee.

I would like to continue representing my community to ensure the measure dollars are disseminated appropriately and used according to the language of the measure.

3. Relevant Work or Volunteer Experience: Please list your current employer and relevant volunteer experience including organization, address, position and dates.

Retired, Substitute teacher, President Los Banos Chamber of Commerce,
Treasurer of Los Banos Downtown Assoc.

4. Bio or Resume: Please attach your biography or resume.

Bio attached

Certification: I certify that the above and attached information is true and complete to the best of my knowledge.

Signature: John Cates Date: 5/12/20

JOHN CATES

BIOGRAPHY

- Family
 - Married for 30 years to Karen, two adult daughters, Chelsea and Kaylie.
 - Have been a resident of Los Banos since 1989.
 - Karen has been a teacher in the Los Banos School district for 29 years.
 - Chelsea and Kaylie attended school in Los Banos from kindergarten to graduating high school (Los Banos High School).

- Personal
 - Education/Professional
 - I graduated from USF with a B.S. in Information Systems.
 - Retired from Hewlett-Packard after 39.5 years as an IT professional.
 - Own JC's Starstruck Entertainment; Professional Sound, DJ, Emcee, Karaoke business for 14 years
 - Substitute Teacher - LBSD

 - Civic/Volunteerism
 - Two-year president of Los Banos Wildcats youth football team, 2000/2002.
 - Member of Los Banos Chamber of Commerce since 2003.
 - Board Member 2010/2016
 - Executive Board member 2017
 - Los Banos Downtown Association - Treasurer
 - Rotary Club Member
 - Planning Commission (two terms)
 - Currently Chairman
 - LB Police Volunteer (Volunteers Interacting to Advance Law Enforcement) (VITAL)
 - Merced County Measure V Citizens Committee Member – Los Banos Representative
 - Los Banos Measure H Oversight Committee

MEASURE V CITIZENS OVERSIGHT COMMITTEE

Name	
Lisa Kayser-Grant	Bike/Pedestrian or Transit
Vacant	Building Industry
Paul Danbom	Agriculture Industry
Vacant	Ethnic Community Group
Vacant	Major Private Sector Employer
Demetrios Tatum	Audit, Finance or Budget Professional
Jean Okuye	Environmental Advocacy Group
Jim Cunningham	County of Merced
Ron Daugherty	City of Atwater
Lynne Payne	City of Dos Palos
Vacant	City of Gustine
Katherine Schnell Rodriguez	City of Livingston
John Cates	City of Los Banos
Karla Seijas	City of Merced

2020 MEETING SCHEDULE

Monday, January 13, 2020 at 3:00 PM

Monday, March 16, 2020 - **Meeting cancelled**

Monday, June 15, 2020 at 3:00 PM

Monday, September 21, 2020 at 3:00 PM

Location: MCAG, 369 W. 18th Street Merced, CA.



City of
Los Banos
At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: May 29, 2020

Re: Notice of Public Hearing

Proposal: Tentative Parcel Map #2020-03, Site Plan Review #2020-02, & Conditional Use Permit #2020-03

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a Tentative Parcel Map #2020-03, Site Plan Review #2020-02, and Conditional Use Permit #2020-03. The proposed project will consist of a Tentative Parcel Map dividing a 4.18 acres parcel into two (2) parcels; Parcel 1 totaling 2.21 acres and Parcel 2 totaling 1.97 acres; the development of one (1) 4,244 square foot commercial structure which will serve as a gas station convenience store with an attached carwash and a canopy with eight (8) multi pump fuel dispensers and associated site and utility improvements. The project will also consist of a Conditional Use Permit for the allowance of the off-sale of beer and wine through a Type 20 ABC license. This project was previously evaluated in the Los Banos Home Depot (SCH #2005041010) Mitigated Negative Declaration which was approved by the Los Banos Planning Commission on May 11, 2005. The proposed project is within the Highway Commercial Zoning District (H-C). The project site is located at 2027 E. Pacheco Boulevard, Assessor Parcel Number: 083-140-031.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, June 10, 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