



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

JULY 1, 2020 – 4:00 PM

**Temporary Public Comment Email Established for the City of Los Banos
City Council Meeting of July 1, 2020 – emails must be received by 4:00 PM:**

The City has established a temporary email address citizens can use to email public comments on any agenda item, limited to 250 words or less. Any public comments received by July 1, 2020 prior to 4:00 PM will be read aloud during the appropriate time and agenda item.

The email address is cityclerk@losbanos.org

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 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. **4:00 PM**
2. PLEDGE OF ALLEGIANCE.
3. ROLL CALL: (City Council Members)

Faria ____, Johnson-Santos ____, Jones ____, Lewis ____, Villalta ____
4. CONSIDERATION OF APPROVAL OF AGENDA.
5. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda items. Speakers may submit their comments by submitting a written statement, limited to 250 words or less, 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 #222571 – #222770 in the Amount of \$1,802,002.86.

Recommendation: Approve the check register as submitted.
7. PUBLIC HEARING. (If you challenge the proposed action as described herein in court, you may be limited to raising only those issues you or someone else raised at the public hearing described herein or in written correspondence delivered to the City at, or prior to, the public hearing.)
 - A. Public Hearing – To Receive Public Comment and Consideration of Repealing Local Amendments Section 8-1.18 A and Section 8-1.18 B of the Los Banos Municipal Code Related to “Water Heater Prohibited Locations and Water Heater Protection from Damage”.
 - 1) Ordinance No. 1186 – Repealing Previously Enacted Local Amendment to the California Plumbing Code as it Pertains to Water Heaters.

(First Reading & Introduction)

Recommendation: Receive staff report, open the public hearing, receive public comment, waive the first reading, and introduce the ordinance as submitted.
 - B. Public Hearing – To Receive Public Comment and Consideration of Conditional Use Permit #2020-03 for the Allowance of the Off-Sale of Alcohol through a Type 20 Beer and Wine ABC License for Todd Real Estate Solutions, Inc. (Arco AM PM) Located at 2027 E. Pacheco Boulevard, APN 083-140-031.

- 1) City Council Resolution No. 6233 – Approving Conditional Use Permit #2020-03 to Allow for the Off-Sale of Beer and Wine Under a Type 20 Alcohol License for Todd Real Estate Solutions, Inc. (Arco AM PM) Located at 2027 E. Pacheco Boulevard, APN 083-140-031.

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

8. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 6234 – APPROVING PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL CODE ENFORCEMENT SERVICES [CSG CONSULTANTS, INC.] AND AMENDING THE 2020-2021 FISCAL YEAR BUDGET AS IT PERTAINS TO REVENUES AND EXPENDITURES IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUND.

Recommendation: Receive staff report and adopt the resolution.

9. COVID-19 STATUS UPDATE.

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

10. ADVISEMENT OF PUBLIC NOTICES. (One report)

11. CITY MANAGER REPORT.

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

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

13. CITY COUNCIL MEMBER REPORTS.

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

14. ADJOURNMENT.

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



Sara Blevins, Deputy City Clerk

Dated this 25th day of June 2020

CK # 222571 - # 222770

07/01/2020

\$ 1,802,002.86

Bank Reconciliation

Checks by Date



City of
Los Banos
At the Crossroads of California

User: janchola
Printed: 06/23/2020 - 11:12AM
Cleared and Not Cleared Checks
Print Void Checks

Check No	Check Date	Name	Module Void	Amount
222571	6/12/2020	Alfredo Alvarez	AP	977.33
222572	6/12/2020	Amerigas Propane, LP	AP	87.28
222573	6/12/2020	Ameripride Services	AP	308.58
222574	6/12/2020	Apex Annex Health Center, Inc.	AP	300.00
222575	6/12/2020	Aramark Uniform Ser Inc	AP	537.06
222576	6/12/2020	AT&T Mobility	AP	40.24
222577	6/12/2020	AT&T	AP	51.05
222578	6/12/2020	AT&T	AP	58.85
222579	6/12/2020	Barton Overhead Door Inc	AP	253.00
222580	6/12/2020	BJ's Consumers Choice	AP	74.00
222581	6/12/2020	Bruce's Tire Inc	AP	3,471.37
222582	6/12/2020	BSK Associates	AP	1,192.00
222583	6/12/2020	Benchmark Engineering	AP	65.00
222584	6/12/2020	BP Energy Company	AP	13.36
222585	6/12/2020	Chabin Concepts, Inc.	AP	4,161.18
222586	6/12/2020	Code 3 Wear - Public Safety Outfitters LLC	AP	187.98
222587	6/12/2020	Comcast	AP	106.16
222588	6/12/2020	Copy Shipping Solutions	AP	48.97
222589	6/12/2020	CPCA	AP	1,621.00
222590	6/12/2020	Crescent Surplus Inc.	AP	1,749.92
222591	6/12/2020	CSG Consultants Inc.	AP	25,850.78
222592	6/12/2020	David Cummins	AP	325.00
222593	6/12/2020	LN Curtis & Sons	AP	145.50
222594	6/12/2020	Cummins Inc.	AP	2,907.90
222595	6/12/2020	California Climate Control, Inc.	AP	13.36
222596	6/12/2020	Double D Towing, LLC	AP	250.00
222597	6/12/2020	Daniel Robles Rodarte Lawn Service	AP	13.36
222598	6/12/2020	Electric Drives Inc	AP	3,446.72
222599	6/12/2020	Employee Relations, Inc.	AP	50.00
222600	6/12/2020	Eldorado Excavation	AP	1,000.00
222601	6/12/2020	F S Rod Inc	AP	1,061.10
222602	6/12/2020	Fastenal Company	AP	70.67
222603	6/12/2020	Federal Express Corporation	AP	34.60
222604	6/12/2020	Frasier Irrigation a Div. of Landmark Irrigation	AP	80.65
222605	6/12/2020	Fresno City College	AP	1,927.00
222606	6/12/2020	Galls Inc	AP	884.35
222607	6/12/2020	Heppner Precision Machine Shop, Inc.	AP	70.30
222608	6/12/2020	Herrera's Party Rentals	AP	13.36
222609	6/12/2020	InfoSend Inc.	AP	7,247.57
222610	6/12/2020	Jorgensen & Sons Inc.	AP	182.20
222611	6/12/2020	Joe Ventura Handyman	AP	13.36
222612	6/12/2020	JT, Inc.	AP	13.36
222613	6/12/2020	KD Medical Group, Inc.	AP	65.00
222614	6/12/2020	Kimball Midwest	AP	26.28

222615	6/12/2020	Kone Inc.	AP	744.63
222616	6/12/2020	Krazan & Associates	AP	3,552.25
222617	6/12/2020	Laboratory Corporation of America Holdings	AP	577.00
222618	6/12/2020	Lucas Business Systems	AP	307.49
222619	6/12/2020	Lovato's Academy of Music	AP	65.00
222620	6/12/2020	Marfab Inc	AP	167.60
222621	6/12/2020	Merced Chevrolet Inc.	AP	598.49
222622	6/12/2020	Merced Sun Star	AP	660.21
222623	6/12/2020	Merced Truck & Trailer Inc	AP	704.92
222624	6/12/2020	MOO, Inc.	AP	102.31
222625	6/12/2020	Montero's Bakery	AP	65.00
222626	6/12/2020	NDN International LLC	AP	3,310.00
222627	6/12/2020	The Office City	AP	236.30
222628	6/12/2020	OSE	AP	667.28
222629	6/12/2020	O'Reilly Auto Parts	AP	1,883.25
222630	6/12/2020	The Phone Connection Inc	AP	286.75
222631	6/12/2020	Pitney Bowes Inc	AP	473.25
222632	6/12/2020	Precision Grade Inc.	AP	2,871.95
222633	6/12/2020	Purchase Power Inc	AP	4,000.00
222634	6/12/2020	Protech Security & Electronics, Inc.	AP	60.00
222635	6/12/2020	R3 Consulting Group	AP	8,887.50
222636	6/12/2020	Razzari Dodge Chrysler Jeep	AP	410.33
222637	6/12/2020	Ronny's Inc.	AP	14,742.00
222638	6/12/2020	Safe T Lite of Modesto, Inc.	AP	1,231.27
222639	6/12/2020	Santos Ford Inc.	AP	2,519.21
222640	6/12/2020	Save Mart Supermarkets	AP	63.21
222641	6/12/2020	72 Hour LLC	AP	44,436.68
222642	6/12/2020	Michael Bartholomew	AP	184.36
222643	6/12/2020	Sherwin Williams Co	AP	311.91
222644	6/12/2020	Shred-It US JV LLC	AP	347.47
222645	6/12/2020	Sorensens True Value	AP	873.97
222646	6/12/2020	Sorensens True Value	AP	116.65
222647	6/12/2020	The Don Chapin Co., Inc.	AP	936.16
222648	6/12/2020	United Site Services, Inc.	AP	122.63
222649	6/12/2020	Joseph Gunn	AP	50.84
222650	6/12/2020	Eva Cisneros	AP	100.00
222651	6/12/2020	Blossom Valley Realty, JR Souza	AP	116.43
222652	6/12/2020	Donna Vasquez	AP	26.89
222653	6/12/2020	Jagrup Kahlon	AP	140.30
222654	6/12/2020	D.R. Horton	AP	166.28
222655	6/12/2020	Angelica Sanchez	AP	48.10
222656	6/12/2020	Chi Chau	AP	104.48
222657	6/12/2020	D.R. Horton	AP	167.75
222658	6/12/2020	Court of Fountains, LLC	AP	159.82
222659	6/12/2020	Debbie Lowery	AP	100.26
222660	6/12/2020	Jonathan and Charlissa Rose	AP	34.34
222661	6/12/2020	Christine Kinsley	AP	128.37
222662	6/12/2020	Eduardo and Maria Maldonado	AP	140.30
222663	6/12/2020	Robert Esquivel Sr.	AP	65.69
222664	6/12/2020	Rolando Montano Mercado	AP	4.49
222665	6/12/2020	Ranelle Manaois	AP	45.86
222666	6/12/2020	Maria Urias	AP	99.56
222667	6/12/2020	Pacific Credit Services	AP	182.00
222668	6/12/2020	Western Pacific Signal, LLC	AP	543.53

222669	6/12/2020	Westside Water Conditioning	AP	13.05
222670	6/12/2020	Scott Crist	AP	210.00
222671	6/12/2020	Windecker Inc	AP	13,915.04
222672	6/12/2020	Young's Air Conditioning	AP	1,708.00
222673	6/12/2020	ZW USA Inc.	AP	1,286.63
222674	6/12/2020	Daniel Amabile	AP	190.00
222675	6/12/2020	Liebert Cassidy Whitmore	AP	9,657.00
222676	6/12/2020	Mark Thomas & company. Inc.	AP	23,914.76
222677	6/12/2020	Merced County Regional Waste Management Authority	AP	8,892.59
222678	6/12/2020	Merced County Regional Waste Management Authority	AP	86,467.16
222679	6/12/2020	Merced County Regional Waste Management Authority	AP	3,539.94
222680	6/12/2020	Law Offices of William A Vaughn	AP	13,687.50
222681	6/12/2020	Xerox Financial Services	AP	2,464.46
222686	6/19/2020	Alhambra	AP	113.22
222687	6/19/2020	Accelerated Construction and Metal, LLC	AP	3,700.00
222688	6/19/2020	Aramark Uniform Ser Inc	AP	551.84
222689	6/19/2020	AT&T	AP	1,231.70
222690	6/19/2020	Dorothy June Baker	AP	47.85
222691	6/19/2020	Barton Overhead Door Inc	AP	233.88
222692	6/19/2020	BJ's Consumers Choice	AP	281.00
222693	6/19/2020	Brenntag Pacific Inc	AP	9,392.87
222694	6/19/2020	BSK Associates	AP	1,350.00
222695	6/19/2020	Ca Dept of Justice	AP	1,541.00
222696	6/19/2020	Caliber Bodyworks, Inc.	AP	1,825.11
222697	6/19/2020	Central Valley Cardiovascular Group Inc.	AP	900.00
222698	6/19/2020	Comcast	AP	116.71
222699	6/19/2020	Cook's Communications Corp.	AP	1,106.22
222700	6/19/2020	CPS	AP	597.50
222701	6/19/2020	Edges Electrical Group, LLC	AP	888.64
222702	6/19/2020	Elk Grove Auto Group, Inc.	AP	31,772.28
222703	6/19/2020	F S Rod Inc	AP	6,256.00
222704	6/19/2020	Ferguson Enterprises Inc DBA Groeniger & Company	AP	239.35
222705	6/19/2020	Golden State Flow Measurement	AP	4,939.52
222706	6/19/2020	Gouveia Engineering Inc.	AP	6,113.97
222707	6/19/2020	Heppner Precision Machine Shop, Inc.	AP	1,526.46
222708	6/19/2020	Arnold J Jorge II	AP	5,474.84
222709	6/19/2020	KD Medical Group, Inc.	AP	20.00
222710	6/19/2020	Laboratory Corporation of America Holdings	AP	38.00
222711	6/19/2020	Local Agency Formation Commission	AP	3,758.40
222712	6/19/2020	Los Banos Medical Group A Medical Corp.	AP	100.00
222713	6/19/2020	La Quinta Inn & Suites	AP	65.00
222714	6/19/2020	Life Safer of Northern California	AP	65.00
222715	6/19/2020	Mark Thomas & company. Inc.	AP	1,718.00
222716	6/19/2020	Modesto Janitorial Supply Center, Inc.	AP	116.25
222717	6/19/2020	NDN International LLC	AP	1,741.47
222718	6/19/2020	The Office City	AP	195.07
222719	6/19/2020	OSE	AP	120.52
222720	6/19/2020	David Oliveira	AP	225.75
222721	6/19/2020	Outdoor Creations, Inc..	AP	1,767.19
222722	6/19/2020	PlaceWorks, Inc.	AP	4,954.65
222723	6/19/2020	Precision Civil Engineering, Inc	AP	1,050.00
222724	6/19/2020	Price Paige and Company Accountancy Corporation	AP	2,425.00
222725	6/19/2020	Randik Paper Co	AP	54.79
222726	6/19/2020	Santos Ford Inc.	AP	34,925.75

222727	6/19/2020	Sherwin Williams Co	AP	924.38
222728	6/19/2020	Robert & Susan Hansen	AP	1,718.25
222729	6/19/2020	Frank Silveria	AP	385.00
222730	6/19/2020	Sorensens True Value	AP	333.37
222731	6/19/2020	Talley Oil Inc.	AP	2,057.42
222732	6/19/2020	Terminix Processing Center	AP	123.00
222733	6/19/2020	Tractor Supply Credit Plan	AP	635.01
222734	6/19/2020	Triangle Rock Products	AP	182.83
222735	6/19/2020	Nasty Tattoos	AP	21.83
222736	6/19/2020	Court of Fountains, LLC	AP	55.25
222737	6/19/2020	Hector and Rosa Ortiz	AP	1.50
222738	6/19/2020	D.R. Horton	AP	163.35
222739	6/19/2020	D.R. Horton	AP	162.62
222740	6/19/2020	KB Lines, Inc	AP	134.02
222741	6/19/2020	D.R. Horton	AP	172.88
222742	6/19/2020	Margie Terranova	AP	31.35
222743	6/19/2020	Florentino Matias Rios	AP	122.39
222744	6/19/2020	Hector de Lira	AP	146.27
222745	6/19/2020	Home Sweet Home Property Management	AP	176.14
222746	6/19/2020	Cora Orozco	AP	1.50
222747	6/19/2020	DLP Real Estate, Inc.	AP	176.12
222748	6/19/2020	Miguel Gutierrez	AP	43.29
222749	6/19/2020	West Publishing Corporation	AP	359.77
222750	6/19/2020	Windecker Inc	AP	154.88
222751	6/19/2020	West Coast Countertops, Inc.	AP	13.36
222752	6/19/2020	Your Inner Artist	AP	13.36
222753	6/19/2020	CalPERS	AP	1,171,922.00
222754	6/19/2020	CDTFA California Dept. of Tax & Fee	AP	332.00
222755	6/19/2020	City of Los Banos Escrow Account	AP	2,342.56
222756	6/19/2020	Daniel Freeman	AP	1,242.00
222757	6/19/2020	Mary Lou Gilardi	AP	73.90
222758	6/19/2020	Granite Rock Company	AP	7,300.00
222759	6/19/2020	Deborah Lewis	AP	20.00
222760	6/19/2020	Merced County Recordors	AP	170.00
222761	6/19/2020	Guadalupe Moreno	AP	54.36
222762	6/19/2020	Guadalupe Moreno	AP	360.00
222763	6/19/2020	OTC Brands, Inc.	AP	1,743.62
222764	6/19/2020	Ronny's Inc.	AP	39,819.86
222765	6/19/2020	Ronny's Inc.	AP	21,529.31
222766	6/19/2020	Ronny's Inc.	AP	13,521.39
222767	6/19/2020	Ronny's Inc.	AP	7,420.00
222768	6/19/2020	James Sams	AP	178.44
222769	6/19/2020	James Sams	AP	360.00
222770	6/19/2020	Westamerica Bank - Cafeteria Plan	AP	65,878.28

Break in check sequence due to the following:

Check #222682 - #222685 (Payroll)

Check #222683 (Manual Void)

Total Void Check Count:	0
Total Void Check Amount:	
Total Valid Check Count:	196
Total Valid Check Amount:	1,802,002.86
Total Check Count:	196
Total Check Amount:	1,802,002.86



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: Mason Hurley, Fire Chief/Building Official 

DATE: July 1, 2020

SUBJECT: Ordinance Amending/Removing Amendment No. 504 Water Heater Prohibited Locations and Amendment 507 Water Heater Protection from Damage of the California Plumbing Code 2019 Edition set forth in section 8-1.18 of the Los Banos Municipal Code

TYPE OF REPORT: Public Hearing

Recommendation:

Staff recommends the City Council open the public hearing, receive public feedback then waive the first reading and introduction of the: **“Amendment / Removal of Ordinances of the City of Los Banos, Amendment No. 504 Water Heater Prohibited Locations and Amendment 507 Water Heater Protection from Damage of the California Plumbing Code 2016 Edition set forth in section 8-1.18 of the Los Banos Municipal Code.”**

Background:

The City of Los Banos Fire and Building Departments are dedicated to the safety and well being of all the residents in the city. There is current city code amendment requiring residential water heaters to be placed in an exterior enclosed closet and not placed inside attached garages. This was amended many years ago due to the fact that gas fired water heaters are probably the most dangerous appliance in a residential house. Years ago, there were multiple safety issues and hazards associated with water heaters installed inside attached garages. It was decided that removing water heaters from garages would eliminate a lot of the hazards caused by water heater failures.

Discussion:

Recent advances and revisions in the current plumbing code and that water heaters are now being manufactured with multiple safety factors included, as well as the popularity of safer tank less water heaters, the City's Fire and Building Departments feel that it's time to revisit this code amendment and eliminate the requirement to place these water heaters in an exterior closet. Staff feels that the current plumbing code addresses all the safety concerns and installation requirements, so providing any additional city amendments would not be necessary.

Fiscal Impact:

There is no anticipated fiscal impact as the costs would be recovered through existing building permit fees.

Reviewed by:



Alex Terrazas, City Manager

Attachments:

Current Ordinance
Proposed Ordinance Amendment
Notice of Public Hearing

Current Ordinance

Sec. 8-1.18 Amendments to the California Plumbing Code 2016 Edition.

The following amendments, additions, and deletions are made to the California Plumbing Code 2016 Edition, as adopted by this Chapter.

A. Amendment: Section 504 Water Heater Prohibited Locations.

Section 504.1 of the California Plumbing Code is hereby amended to add Section 504.1(3) to read as follows:

(3) Prohibited Locations: No water heater which depends on the combustion of fuel for heat shall be installed in any room designed to be used for sleeping purposes, or in any garage, bathroom, or clothes closet, or in any closet or other confined space opening in any bath or bathroom.

B. Amendment: Section 507 Water Heater Protection From Damage.

Section 507.13 (1) of the California Plumbing Code is hereby amended to read as follows:

Section 507.13 (1) Protection from Damage:

(a) Water heaters generating a glow, spark, or flame capable of igniting flammable vapors may be installed in a residential garage constructed on or before August 4, 1973, provided the pilots and burners, or heating elements and switches, are at least eighteen (18") inches above the floor level.

(b) Where such water heaters installed within a garage are enclosed in a separate, approved compartment having access only from outside of the garage, such water heaters may be installed at floor level provided the required combustion air is also taken from the exterior of the garage. Fuel burning water heaters having sealed combustion chambers need not be elevated.

(c) All water heaters installed in areas where they may be subjected to mechanical damage shall be suitably guarded against such damage by being installed behind adequate barriers or by being elevated or located out of the normal path of a vehicle using and such garage.

(§ 1, Ord. 1065, eff. February 1, 2008, as amended by § 6, Ord. 1098, eff. August 20, 2011, § 12, Ord. 1116, eff. March 19, 2014, and § 12, Ord. 1150, eff. December 16, 2016)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS BANOS, REPEALING PREVIOUSLY ENACTED LOCAL AMENDMENTS TO THE CALIFORNIA PLUMBING CODE 2019 EDITION

WHEREAS, the City Council of the City of Los Banos previously adopted the California Plumbing Code, 2019 Edition (Part 5 of Title 24 of the California Code of Regulations), including appendix, based on the 2018 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials; and

WHEREAS, pursuant to Health & Safety Code Sections 17958.7 and 18941.5, cities and counties may modify the State building standards where reasonably necessary because of local climatic, geological or topographical conditions; and

WHEREAS, the City Council of the City of Los Banos in accordance with California Health & Safety Code Sections 17958.7 and 18941.5 adopted amendments to the California Plumbing Code 2019 Edition related to "Water heater Prohibited Locations and Water Heated Protection From Damage; and

WHEREAS, due to changes in the manufacturing of water heaters and with proper installation the previous hazards no longer exist.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS BANOS DOES ORDAIN AS FOLLOWS:

Section 1. Section 8-1.18 A and Section 8-1.18 B of the Los Banos Municipal Code are hereby repealed in their entirety.

Section 2. To the extent that the terms and provisions of this Ordinance may be inconsistent or in conflict with the terms or conditions of any prior City ordinance, motion, resolution, rule or regulation governing the same subject, the terms of this Ordinance shall prevail with respect to the subject matter thereof and such inconsistent or conflicting provisions of prior ordinances, motions, resolutions, rules or regulations are hereby repealed.

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

paragraphs, sentences, clauses or phrases are declared unconstitutional, invalid or ineffective.

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

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

Introduced by Council Member _____ and seconded by Council Member _____ on the ____ day of _____, 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
NOTICE OF PUBLIC HEARING**

TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF THE REPEALING
LOCAL AMENDMENTS SECTION 8-1.18A AND SECTION 8-1.18B OF THE LOS
BANOS MUNICIPAL CODE RELATED TO "WATER HEATER PROHIBITED
LOCATIONS AND WATER HEATER PROTECTION FROM DAMAGE.

WHERE: City Council Chambers
520 J Street
Los Banos, California

WHEN: July 1, 2020
4:00 PM

Notice is hereby given that the City of Los Banos will conduct a Public Hearing to receive public comment and consider repealing local amendments Section 8-1.18 A and Section 8-1.18 B of the Los Banos Municipal related to "Water heater Prohibited Locations and Water Heated Protection from Damage.

The Public Hearing will be held at the regular meeting of the Los Banos City Council on Wednesday, July 1, 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 July 1, 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 Mason Hurley, Fire Chief, Fire Station #1, 333 7th Street or at (209) 827-7025.

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 333 7th Street, Los Banos, CA 93635, Attention: Mason Hurley, Fire Chief. 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 July 1, 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
MASON HURLEY
FIRE CHIEF



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: July 1, 2020

TYPE OF REPORT: Public Hearing

SUBJECT: Consideration of Conditional Use Permit #2020-03 to allow for the off-sale of beer and wine under a Type 20 alcohol license for Todd Real Estate Solutions, Inc. (Arco AM/PM) located at 2027 E. Pacheco Blvd.

Recommendation:

Staff recommends that the City Council adopt a Resolution to allow for the sale of alcohol under a Type 20 off-sale beer and wine license for Todd Real Estate Solutions, Inc. (Arco AM/PM) to be located at 2027 E. Pacheco Blvd.

Background:

On June 10, 2020, the Los Banos Planning Commission approved Tentative Parcel Map #2020-03 and Site Plan Review #2020-02 for the subdivision of approximately 4.18 acres into two (2) parcels to accommodate the development of one (1) 4,244 square foot commercial structure to serve as a fuel station/ convenience store with an attached car wash and 8 multi pump dual fuel dispensers.

The applicant, Todd Real Estate Solutions, Inc., is requesting a Conditional Use Permit for the allowance of a Type 20 alcohol license for the off-sale of beer at 2027 E. Pacheco Blvd.

On June 10, 2020 the Los Banos Planning Commission held a public hearing to review Conditional Use Permit #2020-03 for the use of a Type 20 alcohol license for the off-sale

of beer and wine. At the public hearing, the Planning Commission considered the application, including the staff report, presentation by staff, and public comment. As the recommending body, the Planning Commission recommended approval of Conditional Use Permit #2020-03 to the Los Banos City Council.

Discussion:

The Project site is located within the East Pacheco Shopping Center (Home Depot) approximately 900 feet east of the south east corner of Place Road and Pacheco Boulevard (SR 152) intersection. The site is surrounded by commercial development to the north, west, and south and high density residential development to the east. The project site will be accessed from Pacheco Boulevard and Place Road.



LAND USE:

Property	Land Use	Zone	General Plan
Project site	Commercial	H-C	C
North	Commercial	H-C	C
South	Commercial	H-C	C
East	Residential	R-3	HDR
West	Commercial	H-C	C

R-3 = High Density Residential
H-C = Highway Commercial

HDR = High Density Residential
C = Commercial

ENVIRONMENTAL ASSESSMENT:

Pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, 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. Staff has determined that environmental review for the project is adequate and consequently did not prepare a subsequent Mitigated Negative Declaration in accordance to Section 15162 of the CEQA guidelines. The evidence in the project file support that no circumstances of further impacts requiring the preparation of a subsequent Mitigated Negative Declaration are present in this case.

USE PERMIT ANALYSIS

Code Requirements

Pursuant to the Los Banos Municipal Code Section 9-3.2322, a Conditional Use Permit is required for any establishment dispensing for sale or other consideration alcoholic beverages, including beer and wine, for on-sale or off-sale. The Planning Commission is the recommending body and the City Council is the decision making body for Conditional Use Permits for the on-sale and off-sale of alcoholic beverages. A Conditional Use Permit may be granted if the proposed use is conforming to the following criteria:

General Use Permit Criteria:

1. That the proposed use and project is consistent with the City of Los Banos General Plan, and Los Banos Municipal Code;
2. That the proposed use or project will not be a nuisance or detrimental to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use;
3. That the proposed use is compatible with the adjacent uses, properties and neighborhoods and will not be detrimental or injurious to property and improvement in the neighborhood or to the general welfare of the City.

Specific On-Sale and Off-Sale Alcoholic Beverages Criteria:

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the area's function and character, problems of crime and loitering, and traffic problems and capacity;
2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds;
3. That the proposal will not interfere with the movement of people along an important pedestrian street; and
4. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, the use will be limited in hours of operation, or designed operated so as to avoid the disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

Staff has evaluated the proposal pursuant to the above criteria set forth in the Municipal Code and offers the following observations:

1. The primary use of ARCO AM/PM will be a fuel station and convenience store with an attached carwash.
2. The surrounding area, adjacent uses, and function are primarily commercial in nature with high density residential uses to the east. A fuel station and convenience store providing for the off-sale of beer and wine in this location is consistent with the commercial uses of the Highway Commercial Zoning District.
3. Staff is unaware of any significant problems related to crime and loitering, in the surrounding area which would be exacerbated by the off-sale of beer and wine at this location.
4. The approval of the off-sale of beer and wine will not contribute to the undue proliferation of alcohol sales in the area where that use would be undesirable taking into account the characteristics of the area. The entitlement will include conditions of approval which will regulate the operational characteristics of allowing the sale of beer and wine and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity including crime prevention and loitering.
5. The proposed use is not located within the immediate vicinity to any churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds. The nearest school would be Los Banos Junior School which is located approximately 2,400 feet northwest of the project site. The nearest places of worship are Praise Fellowship International which is approximately 2,600 feet northwest of the project site. The project will include conditions of approval which regulate the operational characteristics of allowing the selling of alcohol which are intended to preserve the public health, safety, and welfare of persons and property in the vicinity.
6. The project is located on Pacheco Boulevard which is primarily occupied by commercial uses. Conditions of approval will regulate loitering and operational characteristics to insure that the proposal will not interfere with the movement of people along the public right-of-way.
7. The nearest residence is located directly to the east of the project site. It is not anticipated that the proposed use would have a negative impact on the surrounding area. The applicant will be conditioned to operate the establishment in such a manner as to preserve the public safety, health and welfare, to prevent the use from becoming a nuisance and to operate the business in compliance with all laws, ordinances and regulations regarding the sale of alcohol. Furthermore, at all times the facility shall be operated and maintained to comply with State Laws,

The City of Los Banos Municipal Code, adopted Building Codes and all other applicable laws and ordinances pertaining to the proposed use.

All sales of alcohol will be conducted inside the premises. In addition, the project will be subject to conditions which will mitigate any adverse effects on the surrounding neighborhood and are intended to preserve the public health, safety, and welfare of persons and property in the vicinity. The operation of the fuel station/convenience store will also be subject to the Los Banos Municipal Code Noise Ordinance.

Alcoholic Beverage Control

The Alcoholic Beverage Control Board (ABC) is the issuing authority for a Type 20 alcohol license. The City's authority for the sale of alcohol is through its land use powers embodied within the Los Banos Municipal Code Title 9 Chapter 3, Zoning.

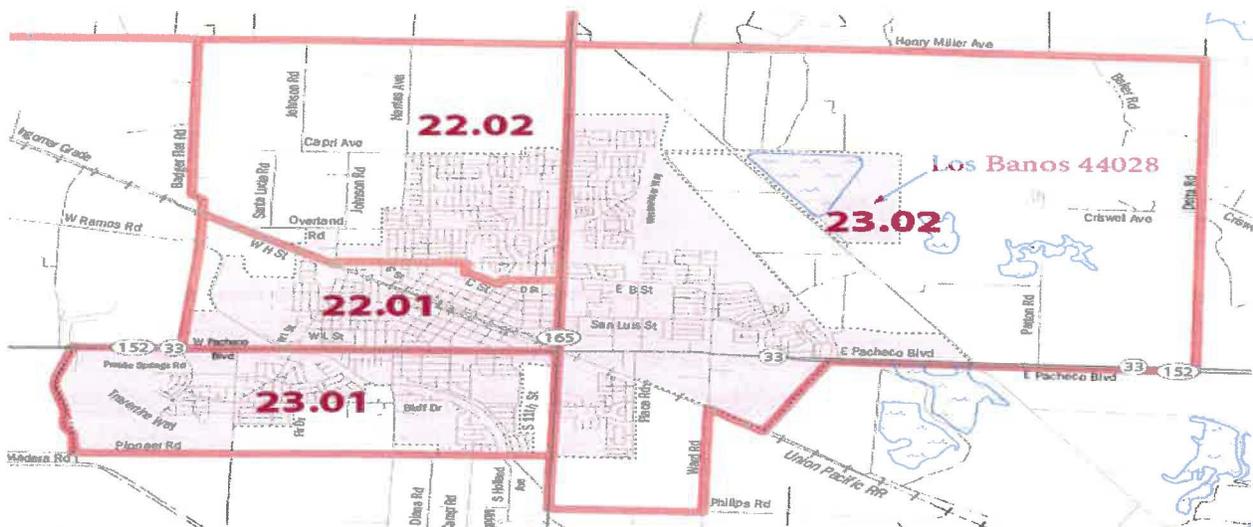
ABC has the authority according to Section 23801 of the Business and Professions Code to exercise certain conditions under the license, the personal qualifications of the licensee, the conduct of the business or the condition of the premises, which will protect the public welfare and morals, including, but not limited to, the following:

- a) Restrictions as to hours of sale
- b) Display of signs
- c) Employment of designated persons
- d) Types and strengths of alcoholic beverages to be served where such types or strengths are otherwise limited by law
- e) The portion of the privileges to be exercised under the license
- f) The personal conduct of the licensee

ABC may also refuse to issue a license to any person who has violated the Alcoholic Beverage Control Act, has a disqualifying criminal record, or is otherwise disqualified.

Census Tract

The project site is located within census tract 23.02.



As of the date of this report there are 6 off-sale licenses currently in use in this specific census tract. The nearest active on-sale alcohol license to the project site within the same census tract is Food 4 Less, Village Liquor & More, and Fresh Fill. All three (3) are located within the College Plaza Shopping Center directly north of the project site. Approval of this off-sale license would make the seventh (7) off-sale license within the census tract.

License Type	Business Name	Premises Address
21	Food 4 Less	2000 E Pacheco Blvd.
20	Walgreens	1360 E. Pacheco Blvd.
21	Circle K Stores	410 N. Mercey Springs Rd.
21	Save Mart	1400 S. Mercey Springs Rd.
20	Fresh Fill (Chevron)	2270 E. Pacheco Blvd.
21	Village Liquor & More	2260 E. Pacheco Blvd., Ste. D & E

Type 20 license = Off-sale beer and wine

Type 21 license = Off-sale general

The beer and wine will be kept in a specific location as shown on the attached floor plan at all times. The applicant has also provided a security plan showing the camera locations.

PUBLIC COMMENT:

A public hearing notice was published in the Los Banos Enterprise and notices were mailed out to property owners within a 300' radius of the Project site on Friday, June 19, 2020. As of the date of this report no comments have been received.

Reviewed by:

Alex Terrazas, City Manager

Attachments:

1. Resolution
 - Exhibit A: CEQA Findings
 - Exhibit B: Findings for Approval
 - Exhibit C: Conditions of Approval
2. Floor Plan/ Camera Plan
3. Site Photos
4. Public Hearing Notice

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING CONDITIONAL USE PERMIT #2020-03 TO ALLOW FOR THE OFF-SALE OF BEER AND WINE UNDER A TYPE 20 ALCOHOL LICENSE FOR TODD REAL ESTATE SOLUTIONS, INC. (ARCO AM/PM) LOCATED AT 2027 E. PACHECO BLVD., APN: 083-140-031

WHEREAS, the applicant, Todd Real Estate Solutions, Inc., has requested the City of Los Banos consider a Conditional Use Permit to allow the use of a Type 20 alcohol license for the off-sale of beer and wine for a proposed Arco AM/PM located at 1420 E. Pacheco Blvd., more specifically identified as Assessor's Parcel Number: 083-140-031; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2020-03 was adequately evaluated in the Home Depot Center Mitigated Negative Declaration (SCH#2005041010) approved by the City of Los Banos Planning Commission on May 11, 2005; and

WHEREAS, the Los Banos Planning Commission held a public hearing on June 10, 2020, for the purpose of considering Conditional Use Permit #2020-03 and at the completion of the public hearing, duly considered the evidence presented and recommended approval of Conditional Use Permit #2020-03 to the Los Banos City Council; and

WHEREAS, a public hearing notice was published in the Los Banos Enterprise on Friday, June 19, 2020, and notices were mailed to property owners within a 300 foot radius of the project site as required by the Los Banos Municipal Code and California Government Code Section 65091; and

WHEREAS, the Los Banos City Council has held a duly noticed public hearing on Wednesday, July 1, 2020, reviewed said Conditional Use Permit request and staff report, has studied the compatibility of the applicant's request with adjacent land uses and has considered this request in conformance with the Conditional Use Permit criteria established in Section 9-3.2322 of the Los Banos Municipal Code; and

WHEREAS, the request/proposed use satisfies the criteria of the Los Banos Municipal Code.

BASED UPON THE EVIDENCE PRESENTED AT THE PUBLIC HEARING, the Planning Commission of the City of Los Banos hereby makes the appropriate findings set forth in Exhibit A (California Environmental Quality Act (CEQA) Findings), and Exhibit B (Findings for Approval), attached hereto and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve Conditional Use Permit #2020-03 to allow for the sale of alcohol under a Type 20 off-sale beer and wine license for Todd Real Estate Solutions, Inc., (ARCO AM/PM) to be located at 2027 E Pacheco Blvd.; Assessor's Parcel Number: 083-140-031 subject to the Conditions of Approval set forth in Exhibit C, attached hereto and incorporated herein by this reference.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 1st day of July 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

EXHIBIT A

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) FINDINGS FOR CONDITIONAL USE PERMIT #2020-03 – TODD REAL ESTATE SOLUTIONS, INC.

Pursuant to the requirements of California Public Resources Code Section 21000 et seq. (“CEQA”) and Title 14, California Code of Regulations Section 15000 et seq. (the “CEQA Guidelines”), the City as Lead Agency under CEQA adopts the following findings required by CEQA, along with the facts and evidence upon which each finding is based.

The City of Los Banos City Council hereby finds as follows:

1. Pursuant to CEQA, the CEQA Guidelines, and the City of Los Banos Environmental Quality Guidelines, Conditional Use Permit #2020-03 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. Staff has determined the environmental review for the project is adequate and consequently did not prepare a subsequent Mitigated Negative Declaration in accordance to Section 15162 of the CEQA guidelines. The evidence in the project file support that no circumstances of further impacts requiring the preparation of a subsequent Mitigated Negative Declaration are present in this case.
2. Conditional Use Permit #2020-03 was adequately noticed and circulated for public review and comment on Friday, May 29, 2020 for consideration at a public meeting on Wednesday, June 10, 2020 in which no comments were received.
3. No further environmental documentation is required as the Conditional Use Permit was contemplated and adequately analyzed in the initial review.

EXHIBIT B

FINDINGS FOR APPROVAL FOR CONDITIONAL USE PERMIT #2020-03 – TODD REAL ESTATE SOLUTIONS, INC.

The City of Los Banos City Council hereby finds as follows:

1. General Findings:

- a. The project is consistent with the City of Los Banos General Plan.

The existing General Plan land use designation for the project site is Commercial, which is intended for commercial development, located off of Pacheco Blvd, allowing for commercial uses.

The following specific General Plan Goals, Objectives, and Policies are applicable to the proposed project:

ECONOMIC DEVELOPMENT POLICY ED-G-7:

Seek and promote particular businesses or economic opportunities that provide needed local goods, services, employment, or those that enhance the City's physical and social well-being.

LAND USE POLICY LU-G-10:

Foster viable, pedestrian-oriented neighborhood centers and strong, visually attractive regional commercial centers with a mix of tenants to serve both local and regional needs.

Evidence/Analysis: The fuel station/ convenience store will have the ability to provide a wider range of service for customers and allows the restaurant to compete with similar type businesses. The proposed use would continue a commercial use that is compatible with and complementary of existing commercial uses adjacent to the project site. In addition, the project would also be consistent with General Plan land use policies as set forth above.

- b. The zoning designation for the project site is Highway Commercial (H-C). The purpose of the Highway Commercial District is to provide a district for commercial uses which do not specialize in serving the pedestrian shopper but rather, because of their character, are more appropriately located along a highway or major street and where drive-in operations are more feasible.

Evidence/Analysis: The proposed use complies with the Los Banos Municipal Code Title 9, Chapter 3, Article 13 as the use will be consistent

with the surrounding area, adjacent uses, and function are primarily commercial in nature. A fuel station and convenience store with an attached carwash, providing for the off-sale of beer and wine is permitted in this location.

2. That the proposed use or project will not be a nuisance or detrimental to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the neighborhood of such proposed use.

Evidence/Analysis: The off-sale of beer and wine will be conducted in accordance with ABC regulations and therefore, will not be a nuisance or detrimental to the neighborhood in which the project is located. The project contains conditions of approval which regulate the operational characteristics of allowing the selling of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity.

3. That the proposed use is compatible with the adjacent uses, properties, and neighborhoods and will not be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Evidence/Analysis: The proposed use will be conducted in a location in with existing commercial uses and will not result in significant operational changes to the existing commercial area. The areas function and character is Commercial, which includes uses that serve alcohol. The project would include conditions of approval which regulate the operational characteristics of allowing the selling of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity.

2. Specific Findings:

1. That the proposal will not contribute to undue proliferation of such uses in an area where additional ones would be undesirable with consideration given to the area's function and character, problems of crime and loitering, and traffic problems and capacity.

Evidence/Analysis: The primary use in conjunction with the selling of beer and wine is a fuel station and convenience store with an attached carwash. As reflected in the staff report, the number of off-sale licenses in the Census Tract 23.02 is currently seven (7). The census tract area and function is primarily commercial in nature, and is entirely consistent with a fuel station and convenience store with the off-sale of beer and wine. The proposed off-sale of beer and wine is complementary to the fuel station and convenience store use that is compatible and complementary of existing commercial uses in the area. The project would include conditions of approval which regulate the operational characteristics of allowing the selling of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity including crime prevention

and loitering. Staff is unaware of any significant problems in the area related to crime and loitering, which would be negatively affected by the off-sale of beer and wine at this location.

2. That the proposal will not adversely affect adjacent or nearby churches, temples, or synagogues; public, parochial, or private elementary, junior high, or high schools; public parks or recreation centers; or public or parochial playgrounds.

Evidence/Analysis: Conditions of Approval have been incorporated into the project which regulate the operational characteristics of allowing the selling of alcohol and are intended to preserve the public health, safety, or welfare of persons and property in the vicinity. The project is not located within the immediate proximity of any sensitive uses.

3. That the proposal will not interfere with the movement of people along an important pedestrian street.

Evidence/Analysis: Alcohol will not be allowed to be consumed on the premises of the gas station/ convenience store at any time and it is not anticipated that persons will congregate on sidewalks or streets as a result of the proposed use. Signage will also be provided on the property and building which prohibit loitering. It is not anticipated that the off-sale of beer and wine at this location will adversely affect any important pedestrian right of ways.

4. That where the proposed use is in close proximity to residential uses, and especially to bedroom windows, the use will be limited in hours of operation, or designed operated so as to avoid the disruption of residents' sleep between the hours of 10:00 p.m. and 7:00 a.m.

Evidence/Analysis: There are residential units in directly to the east of the project site. The project will include conditions of approval which regulate the operational characteristics of allowing the selling of alcohol and are intended to preserve the public health, safety, and welfare of persons and property in the vicinity.

EXHIBIT C

CONDITIONS OF APPROVAL FOR CONDITIONAL USE PERMIT #2020-03 – TODD REAL ESTATE SOLUTIONS, INC.

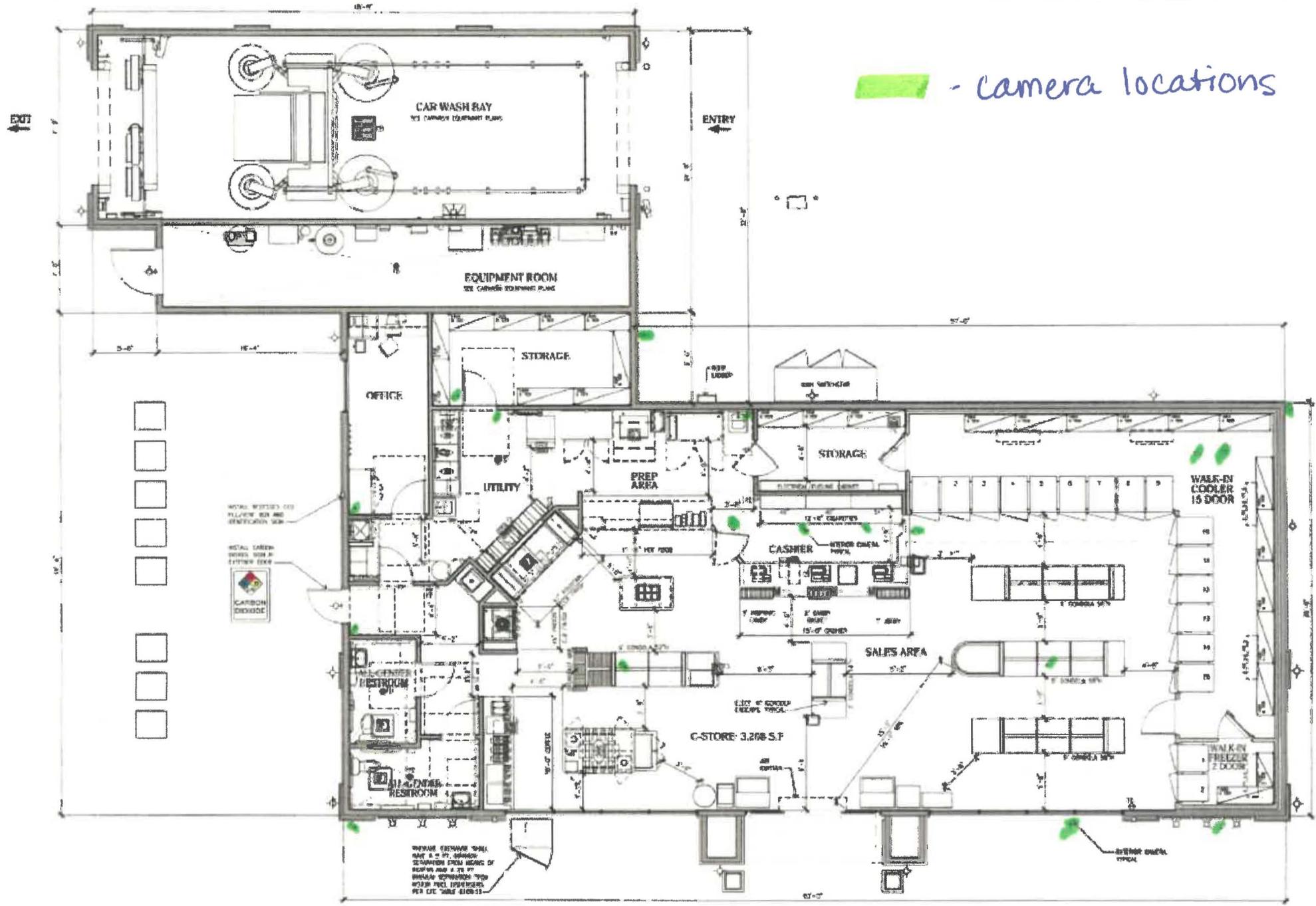
1. The following conditions of approval shall apply to and be applicable to the applicant, property owner, and/or operator. Reference to applicant, property owner, and/or operator shall be interpreted to include all.
2. Conditional Use Permit #2020-03 is for Todd Real Estate Solutions, Inc. (Arco AM/PM) located at 2027 E. Pacheco Blvd, Assessor's Parcel Number: 083-140-031 and the requested use shall automatically and without notice expire after one (1) year from date of approval by the Los Banos City Council unless commenced. The City for cause may revoke this Conditional Use Permit. Any expansion, intensification, or significant change to the primary use and the uses approved under this Conditional Use Permit shall be permitted only upon modification of this Conditional Use Permit or approval of a separate Conditional Use Permit application. The Conditional Use Permit shall automatically and without notice expire one year after discontinuance of the primary use and/or the uses approved under the Conditional Use Permit.
3. The applicant/operator shall comply with all other requirements, laws and policies of other governmental agencies in the conduct and operation of said business.
4. The applicant/operator shall obtain and maintain an active Type 20 "off-sale of beer and wine" license as defined by the Department of Alcoholic Beverage Control and shall provide a copy of said license upon issuance by the Alcoholic Beverage Control to the Community and Economic Development Department prior to the sale of alcohol on the premises.
5. A copy of these Conditions of Approval and the California Department of Alcoholic Beverage Control license are required to be kept on the premises and presented to any law enforcement officer or authorized City official upon request.
6. The applicant/operator shall be responsible for maintaining the exterior of the premises free of litter and trash at all times including the parking lot areas in front of the premises. No storage of equipment, supplies, or merchandise of any kind shall be allowed in the front or rear exterior of the building. All deliveries shall be made from the rear of the building.
7. The Planning Commission reserves the right to review and/or revoke this permit should the applicant not adhere to the Conditions of Approval. The City may amend or impose new conditions to mitigate adverse effects in the neighborhood resulting from the use of alcohol on the premises.

8. The applicant/operator agrees to indemnify, hold harmless, and defend the City of Los Banos, its officers, agents and employees from any and all liability or claims that may be brought against the City of Los Banos arising out of its approval of this permit, or the environmental determination rendered in connection with the permit approval, or arising out of the operation of the use or uses allowed under the permit, save and except that caused solely by the City's active negligence.
9. The exterior of the premises, including parking lot areas (front and rear), shall be sufficiently illuminated, to the satisfaction of the Police Chief, during all hours of darkness when the premises are open for business in a manner so that persons accessing those areas at night are identifiable by law enforcement personnel.
10. The premises shall be operated primarily as a fuel station and convenience store with an attached carwash as described in the application prepared by the applicant and filed with the Community and Economic Development Department. Any substantial or significant changes in use or operation of the premises from the Operational Statement may cause a review, amendment or revocation of the Conditional Use Permit. The applicant shall notify the Community and Economic Development Department of any substantial or significant changes in use or operation of the premises from the Operational Statement. The off- sale of beer and wine shall be ancillary to the primary use as a gas station/ convenience store.
11. The use of the premises of the subject site shall be consistent with the Conditions of Approval and shall not be operated in a manner that deviates from the approved Conditional Use Permit filed application and operational statement, which shall constitute a violation and may result in the revocation or modification of the permit upon written notice to the owner of the subject site.
12. Authorization of a Conditional Use Permit granted pursuant to the provisions of Section 9-3.2322 of the Los Banos Municipal Code continue to be valid upon change of ownership of the site or structure which was the subject of the Conditional Use Permit application provided the use shall be subject to all provisions of the Municipal Code and all conditions placed on approval of the Conditional Use Permit are continually met. The applicant shall immediately notify the Community and Economic Development Department of any changes in ownership.
13. This Conditional Use Permit shall be subject to revocation by the Community and Economic Development Director or the Planning Commission upon a finding that:
 - a. Conditions of approval have not been fulfilled;
 - b. A significant change or intensification of the approved use;
 - c. The use has resulted in a nuisance or detriment to the public health, safety, morals, comfort, and general welfare of the persons residing or working in the

neighborhood or is detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

14. Consumption of alcohol shall not be allowed on the premises of the fuel station and convenience store.
15. No loud amplification of music or voice shall be allowed outside.
16. The applicant/operator shall have monitoring cameras in the exterior and interior of the fuel station and convenience store at all times to the satisfaction and approval of the Police Chief. The applicant shall always maintain the surveillance equipment in working order and keep the video recordings for 30 days to be made available to law enforcement upon request.
17. The premises shall be operated in accordance with the Los Banos Municipal Code Noise Ordinance.
18. The applicant shall acknowledge and execute receipt of a copy of the foregoing Conditions of Approval.
19. The applicant/operator shall provide signs prohibiting loitering on the property and/or building subject to the approval of the Community and Economic Development Director.
20. **This approval is conditioned upon and shall be effective upon payment in full of all outstanding invoices pursuant to the Cost Recovery Contract.**

 - camera locations



 FLOOR PLAN

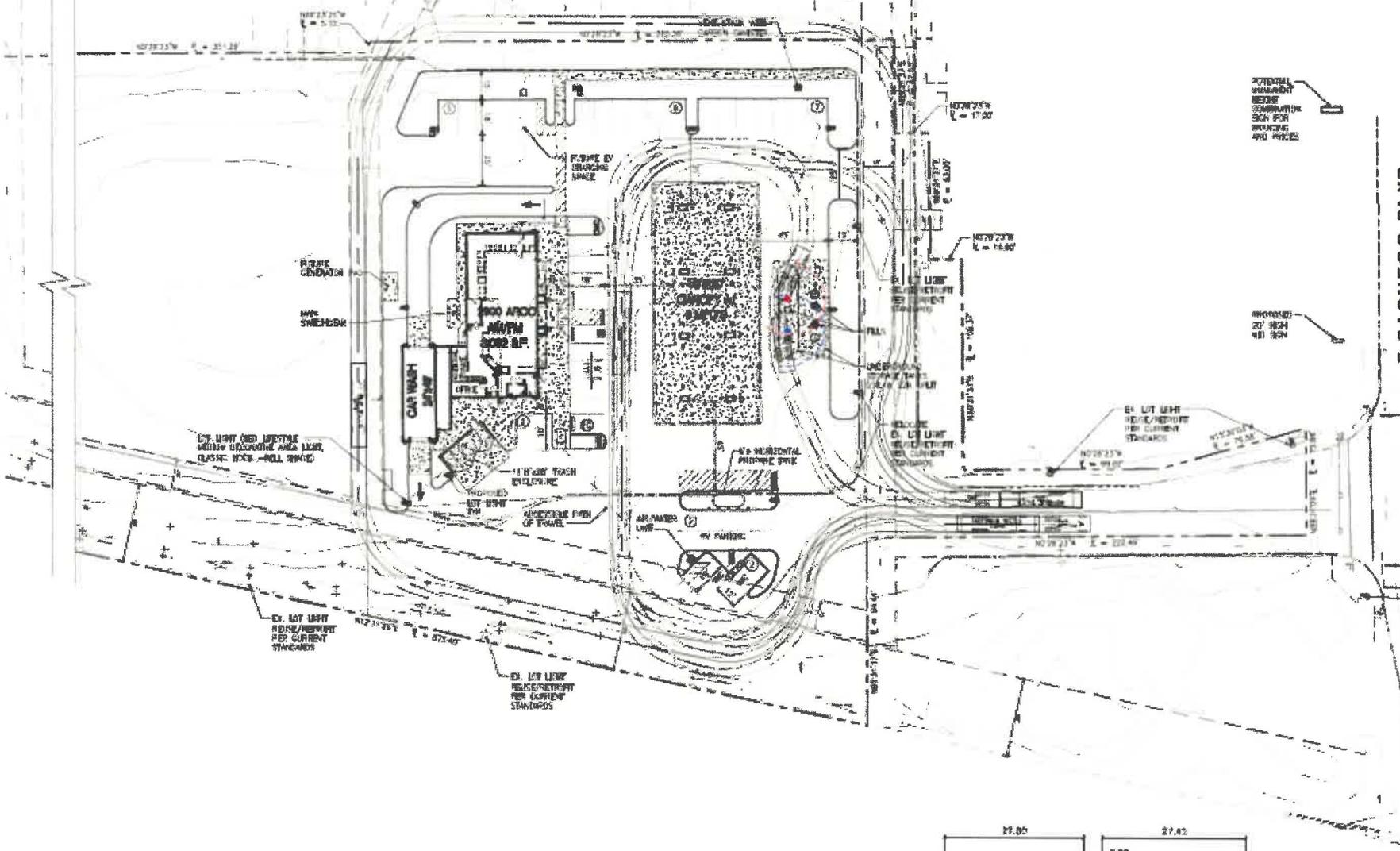
PRELIMINARY SITE PLAN



DISTING. W/STANDARD
SIGNALS
COMBINATION
SIGN PER
OTHER
SOURCES



VICINITY MAP



E PACHECO BLVD

PROJECT DATA

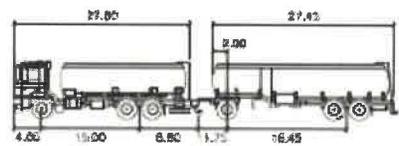
LOCATION: 2537 E. PACHECO BLVD
LOS ANGELES, CALIFORNIA
APN: 0831-0031000
LOT AREA: 4.18 ACRES
NET AREA: 1.84 ACRES

FRONT SETBACK: 15 FEET FRO
STREET SIDE
SIDE SETBACK: NOT SPECIFIED
REAR: NOT SPECIFIED

LANDSCAPING
ALL PARKING AREAS SHALL HAVE A LAWN
LESS THAN FIVE (5%) PERCENT OF THE
A MINIMUM FIVE (5%) PERCENT SHADE
COVERAGE IS REQUIRED.

PARKING
PARKING SPACE SIZE: 9'x17'
LOADING ZONE: NOT SPECIFIED
UNPAVED TWO-WAY 90-DEGREE PARKING
REQUIRED PARKING SPACE CALCULATION:
0-STORY 3.4 SPACES PER
1000 S.F. OF STAND ALONE
PLUS 2 ADDITIONAL SPACES

REQUIRED PARKING:
3,000 / 1,000 x 3.4 = 16.7 x 2 = 19
PARKING PROVIDED: 34 SPACES



Arco65
Truck

Rear Post Wash	8.00	Lock to Lock Time	6.0
Trailer Width	8.00	Travelling Angle	75.0
Rear Post Truck	7.75	Articulating Angle	70.0
Trailer Trail	7.75		

NOTE:
THIS PLAN IS GENERAL AND NOT APPROVED BY THE DEPARTMENT FOR AN
FINAL DESIGN BY
TERMINAL IMPROVED WITHIN FALLER
DATE: DECEMBER 9, 2008

ANY CHANGES TO THIS PLAN NEEDS TO BE APPROVED THROUGH THE TRUCK
REVENUE MANAGER AND SUBMITTED INTO THE PERMITS DIVISION, OR
FINANCIAL MANAGER DESPLA.







City of
Los Banos
At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: June 19, 2020
Re: Notice of Public Hearing
Proposal: Conditional Use Permit #2020-03

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos City Council to consider Conditional Use Permit #2020-03 for the allowance of the off-sale of alcohol through a Type 20 Beer and Wine ABC license for Todd Real Estate Solutions, Inc. (Arco AM PM). The proposed project is within the Highway Commercial Zoning District (H-C). 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.

The Los Banos Planning Commission held a public hearing on June 10, 2020, for the purpose of considering the above mentioned project. At the completion of the public comment, the Planning Commission recommended approval of Conditional Use Permit #2020-03 to the City of Los Banos Council.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the City Council on Wednesday, July 1, 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 Stacy Souza Elms, Community & Economic Development Director at City Hall or at (209) 827-2433.

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

Additional information may be obtained from 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

Stacy Souza Elms
Community and Economic Development Director



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: July 1, 2020

TYPE OF REPORT: Agenda Item

SUBJECT: Professional Service Agreement for Code Enforcement Services and Budget Amendment

Recommendation:

That the City Council approves and authorizes the City Manager to execute a Professional Service Agreement with CSG Consultants, Inc. for Code Enforcement Services and amend the Fiscal Year 2020-2021 budget by increasing the appropriations limit for expenditures and revenues for the proposed project.

Background:

On August 29, 2019, the Department of Housing and Community Development (HCD) announced that the City of Los Banos had been awarded a Community Development Block Grant (CDBG) in the amount of \$500,000 for Code Enforcement Services and General Program Administration.

Discussion:

The Code Enforcement services will be used in a designated low and moderate income area as determined by Census Tract Block Groups. The area the Contract Code Enforcement Officer would be focusing on is Census Tract 22.01 Block Groups one (1) thru five (5) and Census Tract 22.02 Block Groups three (3) thru four (4) as designated by the United States Census Bureau. The specific focus area is bound by Pacheco Blvd. to the south, Badger Flat Road to the west, H Street/Overland Avenue to the north, and

Mercey Springs Road to the east. The activity meets the national objective of prevention and elimination of slum or blight.

On September 6, 2019, the Community and Economic Development Department prepared a Request for Proposal (RFP), which was published in the Los Banos Enterprise, and posted on the City's website. In addition, seven (7) consulting firms were notified by email. The RFP indicated that the City was requesting proposals from qualified agencies and or consulting firms to provide Code Enforcement Officer(s) to perform and improve municipal code enforcement services for community preservation within a designated area of the City. Duties of the officer(s) include written notification and face-to-face contact with individuals to address various code enforcement violations, monitoring and enforcing a variety of City building, zoning and land use codes, ordinances and regulations, conducting investigations, and providing information on City regulations to homeowners, tenants, and the public and coordinating activities with the City Code Enforcement Division.

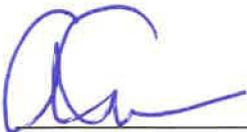
In response to the RFP, the City received two (2) proposals. Staff evaluated the responses according to the criteria outline in the RFP, interviewed both applicants, and evaluated the firm's ability and qualifications to provide Code Enforcement Services. Staff is satisfied with the submittal and recommends the City Council authorize the City Manager to execute a Professional Service Agreement for Municipal Code Enforcement Services with CSG Consultants, Inc.

The Professional Service Agreement will terminate on May 15, 2023 or once the grant funds are completely expended. The Agreement attached hereto has been reviewed and approved by the City Attorney, subject to final approval by CDBG of the financial terms of the Agreement.

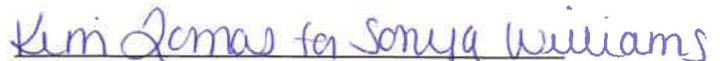
Fiscal Impact:

The impact would increase the CDBG Expenditure Account in Fiscal Year 2020-2021 by \$168,000 to account 262-429-140-238. The CDBG Revenue Account in Fiscal Year 2020-2021 will be increased by \$168,000 to account 262-000-331-010. The City currently has no Program Income (PI) from other CDBG grants on hand.

Reviewed by:



Alex Terrazas, City Manager



Sonya Williams, Finance Director

Attachments:

Resolution
Professional Service Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL CODE ENFORCEMENT SERVICES [CSG CONSULTANTS, INC.] AND AMENDING THE 2020-2021 FISCAL YEAR BUDGET AS IT PERTAINS TO REVENUES AND EXPENDITURES IN THE CDBG FUND

WHEREAS, the City of Los Banos (City) has been awarded Community Development Block Grant (CDBG) funding for code enforcement activities within a targeted area of the City of Los Banos. The activities will be funded through May 15, 2023; and

WHEREAS, in response to a Request for Proposals issued by the City, CSG Consultants Inc. (CSG), has presented a proposal and by reason of its qualifications, experience, and facilities, is duly authorized to perform the code enforcement activities contemplated by the CDBG Grant; and

WHEREAS, in accordance with the City's procurement procedures set forth in Title 3, Chapter 10, Article IV of the Los Banos Municipal Code, the City has selected CSG as the best qualified and most responsive proposer to the City's request for proposals and desires to retain CSG to render professional code enforcement services under the terms and conditions set forth in the Agreement attached hereto; and

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

WHEREAS, the proposed budget increase is \$168,000 in revenues in the CDBG fund (262-000-331-010); and

WHEREAS, the proposed budget increase is \$168,000 in expenditures in the CDBG fund (262-429-140-238); and

WHEREAS, there will be no fiscal impact on the general fund; and

WHEREAS, the Agreement attached hereto has been reviewed and approved by the City Attorney, subject to final approval by CDBG of the financial terms of the Agreement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS BANOS, DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

1. The foregoing is true and correct and adopted and material to this Resolution.

2. In making its findings the City Council relied upon and hereby incorporates by reference all of the proposal materials, staff reports and all other related materials.

3. The City Council finds and determines that based upon the factors set forth in the RFP, CSG Consultants, Inc. is a responsible proposer, who is the overall best proposer according to the City's criteria, and whose proposal is the most advantageous to the City.

4. The City Council of the City of Los Banos, does hereby approve and authorize the City Manager or designee to execute the Agreement for Professional Services for Municipal Code Enforcement Services in a form substantially as presented in Exhibit A to this Resolution, subject to final approval by CDBG of the financial terms of the Agreement and any non substantive changes as approved by the City Attorney.

5. The City Council of the City of Los Banos hereby amends the 2020-2021 Fiscal Year Budget to include an increase of \$168,000 in revenues (262-000-331-010) and \$168,000 in expenditures (262-429-140-238) to the CDBG fund.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 1st day of July 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

**PROFESSIONAL SERVICES AGREEMENT FOR
MUNICIPAL CODE ENFORCEMENT SERVICES
[CSG CONSULTANTS, INC]**

THIS AGREEMENT is made and entered into this ____ day of _____ 2020, by and between the **City of Los Banos**, a municipal corporation, ("City,") and **CSG Consultants, Inc.**, a California Corporation ("CSG"),

RECITALS

A. WHEREAS, the City has been awarded Community Development Block Grant (CDBG) funding for code enforcement activities within a targeted area of the City of Los Banos.

B. WHEREAS, in response to a Request for Proposals issued by the City, CSG has presented a proposal and by reason of its qualifications, experience, and facilities, is duly authorized to perform the type of services contemplated herein; and

C. WHEREAS, in accordance with the City's procurement procedures set forth in Title 3, Chapter 10, Article IV of the Los Banos Municipal Code, the City has selected CSG as the best qualified and most responsive proposer to the City's request for proposals and desires to retain CSG to render professional services under the terms and conditions set forth in this Agreement; and

D. WHEREAS, CSG represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

E. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1. **Term.** The term of this Agreement shall commence on the above written date and City's issuance to CSG a notice to proceed and shall terminate on May 15, 2023 or the expenditure of the available CDBG Grant funding whichever shall occur first, unless terminated earlier as set forth herein.

2. **Scope of Services.** CSG shall diligently perform all the services described in **Exhibit A** attached hereto and incorporated herein by reference.

2.1. All professional services shall be performed by CSG or under CSG's supervision. All professional services to be provided by CSG pursuant to this Agreement shall be provided by

personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in accordance with sound professional practices.

2.2. This Agreement is non-exclusive and both City and CSG expressly reserves the right to contract with other entities for the same or similar to the services that are subject to this Agreement or City may have its own employees perform services similar to those services contemplated by this Agreement.

2.3. City may, from time to time conduct periodic monitoring of the performance of CSG, the CSG Code Enforcement Officer, and CSG's records as they relate to CSG's performance under this Agreement.

2.4. The City will provide to the CSG Code Enforcement Officer reasonable office space in the Police Annex Building with the City Code Enforcement personnel.

3. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the services shall be performed to completion in a diligent and timely manner. The failure by CSG to perform the services in a diligent and timely manner may result in termination of this Agreement by City. CSG shall be prepared to commence providing services under this Agreement within fifteen (15) days of receipt of the notice to proceed.

Notwithstanding the foregoing, CSG shall not be responsible for delays due to causes beyond CSG's reasonable control. However, in the case of any such delay in the services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

4. **Compensation For Services.**

4.1 CSG shall be paid in accordance with the fee schedule set forth in **Exhibit B** attached hereto and incorporated herein by this reference. CSG's compensation shall in no case exceed **\$14,000.00** per month and/or exceed the available CDBG Grant funding earmarked for this project without additional authorization from City.

4.2 CSG shall submit monthly invoices to City describing the work performed the preceding month. CSG's bills shall include the name of the person who performed the work, a brief description of the services performed and the specific Task in the Scope of Services to which it relates, the date the services were performed, the number of hours spent on all work billed on an hourly basis, and a description of any reimbursable expenditures. No billing rate changes shall be made during the term of this Agreement.

4.3 City shall reimburse CSG only for those costs or expenses specifically approved in this Agreement, or specifically approved in advance by City.

4.4 CSG shall not receive any compensation for Additional Work not otherwise included within the Scope of Services without the prior written authorization of City.

5. **Contract Administration.** The City Manager shall have the authority to act for City under this Agreement. The City Manager or his authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. **Cyrus Kianpour** shall have the authority to act for CSG under this Agreement.

6. **Project Managers.** City has designated **Stacy Souza Elms** and **Gary Brizzee** as its Project Managers to work directly with CSG in the performance of this Agreement. CSG has designated **Robert L. Cushing** as its Project Manager, who shall coordinate all phases of the Project. The CSG's Project Manager shall be available to City at all reasonable times during the Agreement term. CSG shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

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

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

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

7.2 Neither termination of this Agreement nor completion of services shall release CSG from its obligations under this Section 7, as long as the event giving rise to the claim, loss, cost, damage, injury, expense or liability occurred prior to the effective date of any such termination or completion.

7.3 CSG agrees to obtain executed indemnity agreements, naming City as an indemnified party, with provisions identical to those set forth in this section, from each and every

sub-consultant or any other person or entity involved by, for, with or on behalf of CSG in the performance of this Agreement. If CSG fails to obtain such indemnity obligations from others as required, CSG shall be fully responsible for all obligations under this Section. City's failure to monitor compliance with this requirement imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of CSG and shall survive the termination of this Agreement or this section.

7.4 CSG's compliance with the insurance requirements set forth in this Agreement does not relieve CSG from the obligations described in this Section 7, which shall apply whether or not such insurance policies are applicable to a claim or damages.

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

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

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

B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies. Electronic signatures on endorsements and other forms are acceptable.

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

D. **Coverage Requirements.**

i. **Workers' Compensation Coverage.** CSG shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). In addition, CSG shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance for all of the subcontractor's employees. CSG shall

submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

ii. General Liability Coverage. CSG shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. CSG's general liability policies shall be primary and non-contributory, and be endorsed using Insurance Services Office form CG 20 10 to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

iii. Automobile Liability Coverage. CSG shall maintain automobile insurance covering bodily injury and property damage for all activities of CSG arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, using ISO Business Auto Coverage form CA 00 01, or exact equivalent, with a limit of no less than one million dollars (\$1,000,000) per accident.

iv. Professional Errors and Omissions Insurance. CSG shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of two million dollars (\$2,000,000), per claim and in the aggregate.

E. Endorsements. Each insurance policy shall be endorsed with the following specific language:

i. The City, its elected or appointed officers, officials, employees, authorized agents and volunteers are to be covered as additional insured's with respect to liability arising out of work performed by or on behalf of CSG.

ii. This policy shall be considered primary insurance as respects to City, its elected or appointed officers, officials, employees, authorized agents and volunteers as respects to all claims, losses, or liability arising directly or indirectly from CSG's operations or services provided to City. Any insurance maintained by City, including any self-insured retention City may have, shall be considered excess insurance only and not contributory with the insurance provided hereunder.

iii. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.

iv. The insurer waives all rights of subrogation against City, its elected or appointed officers, officials, employees, authorized agents and volunteers.

v. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officers, officials, employees, authorized agents or volunteers.

vi. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits; by either party except after thirty (30) calendar days (10 calendar days written notice of non-payment of premium) written notice has been received by City, per standard ISO Accord Form wording.

8.1 Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which CSG may be held responsible for payments of damages to persons or property.

9. **Nondiscrimination.** In the performing of this Agreement, CSG shall not discriminate against any subcontractor, employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation race, religion, color, national origin, handicap, ancestry, sex or age.

10. **Independent Contractor.** It is understood that City retains CSG on an independent contractor basis and CSG is not an agent or employee of City. The manner and means of conducting the work are under the control of CSG, except to the extent they are limited by statute, rule or regulation and the expressed terms of this Agreement. Nothing in this Agreement shall be deemed to constitute approval for CSG or any of CSG's employees or agents, to be the agents or employees of City. CSG shall have the responsibility for and control over the means of performing the work, provided that CSG is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct CSG as to the details of the performance or to exercise a measure of control over CSG shall mean only that CSG shall follow the desires of City with respect to the results of the services.

10.1 CSG shall at all times remain an Independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of CSG or any other person performing services under this Agreement. CSG and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. CSG agrees to indemnify and hold City harmless from any claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership and Control of Proprietary Rights.**

11.1 Documents, reports, models, and other writings or material prepared by or on behalf of CSG or the CSG Code Enforcement personnel under this Agreement including all

drafts and working documents, and including electronic and paper forms (collectively the "Documents"), shall be and remain the property of the City. CSG shall deliver all Documents to City upon, (1) the date of termination of this Agreement for any reason, or (2) at any time requested by City, upon five (5) days written notice.

11.2 The Documents may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to CSG.

11.3 All reports, information, data, and exhibits prepared or assembled by CSG in connection with the performance of any services under this Agreement are confidential until released by the City to the public, and CSG shall not make any of these documents or information available to any individual or organization not employed by CSG or City without the written consent of the City before any such release.

12. **Confidentiality.** All City information disclosed to CSG during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by City, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law. All documents, including drafts, notes and communications that result from the services in this Agreement, shall be kept confidential unless City authorizes in writing the release of information, excepting that information which is public record and subject to disclosure pursuant to the Public Records Act, or otherwise required by law.

13. **Records/Access to Records.**

13.1. CSG shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of termination of this Agreement. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during CSG's usual and customary business hours.

14. **Conflict of Interest.** CSG or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

If subject to the Act, CSG shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. CSG shall indemnify and hold harmless City for any and all claims for damages resulting from CSG's violation of this Section.

CSG represents that neither CSG, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

**To City:
City of Los Banos
c/o Stacey Souza Elms
520 J Street
Los Banos, California 93635**

**To CSG:
CSG Consultants, Inc.
c/o Robert L. Cushing
550 Pilgrim Drive
Foster City, California 94404**

Nothing hereinabove shall prevent either City or CSG from personally delivering any such notices to the other.

22. **Termination.** In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of seven (7) calendar days, or if more than seven (7) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within seven (7) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

22.1. Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, (including but not limited to the unavailability of the CDBG Grant funding to complete the term of the Agreement) to terminate this Agreement at any time by giving seven (7) calendar days prior written notice to CSG. In the event of termination under this Section, City shall pay CSG for services satisfactorily performed and costs incurred up to the effective date of termination for which CSG has not been previously paid. On the effective date of termination, CSG shall deliver to City all reports, documents and other information developed or accumulated in the performance of this Agreement, whether in draft or final form.

23. **Costs and Attorneys' Fees.** The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with such an action from the other party.

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[signatures begin on next page]

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

**“CITY”
CITY OF LOS BANOS,
A municipal corporation**

By: _____
MICHAEL VILLALTA, Mayor

Dated: _____

**ATTEST:
CITY CLERK**

By: _____
LUCILLE L. MALLONEE, City Clerk

Dated: _____

**APPROVED AS TO FORM:
CITY ATTORNEY**

By: _____
WILLIAM A. VAUGHN, City Attorney

Dated: _____

**“CSG”
CSG CONSULTANTS, INC.
A California Corporation**

By: _____
CYRUS KIANPOUR, President

Dated: _____

EXHIBIT A

SCOPE OF SERVICES.

Code Enforcement services will be carried out in the north/east portion of the City; east of Mercey Springs Road/Highway 165 to Badger Flat Road and north of Pacheco Boulevard/Highway 152 to Willmott Avenue and H Street. This area is identified as Census Tract 22.01 block groups 1-5 and Census Tract 22.02 block group 4. A map of the service area is attached hereto as Attachment A.

Code enforcement services shall include the following:

1. Provide a minimum of one (1) full time code enforcement officer;
2. Code enforcement officer(s) shall have a minimum of three (3) years of experience;
3. Code enforcement officer(s) shall work out of the City's offices and will keep regular schedule of office hours;
4. Investigate violations of City zoning, building, nuisance, and property maintenance laws, file complaints against violators;
5. Perform field surveys and investigate complaints of possible zoning, building, nuisance and property maintenance code violations;
6. Recognize the need for, and implement appropriate remedial actions to correct violations;
7. Perform and document inspections to determine the validity of complaints, and to identify conformance to the applicable codes and ordinances;
8. Take photographs and necessary measurements and gather all pertinent facts from the parties involved;
9. Prepare and issue a Warning, Notice of Violation, Letters of Non-Compliance and when necessary, administrative citations;
10. Have experience in handling reporting requirements for Community Development Block Grant funding;
11. Provide daily patrols;
12. Provide regular on-going customer service and other technical training for code enforcement officer(s);
13. Provide all necessary equipment, uniforms, and vehicles for code enforcement officer(s);
14. Provide other professional code enforcement support services as determined by the **Code Enforcement Sergeant**.
15. Coordinate all activities with the City's Code Enforcement Division.

EXHIBIT B
FEE SCHEDULE

Fee Schedule City of Los Banos

CSG's fee schedule and estimated not-to-exceed monthly fee for its code enforcement services are provided below. Our all-inclusive hourly rates cover overhead expenses such as mileage and all other equipment necessary to execute the job requirements.

SERVICE	NOT-TO-EXCEED MONTHLY FEE
Code Enforcement Services	\$14,000

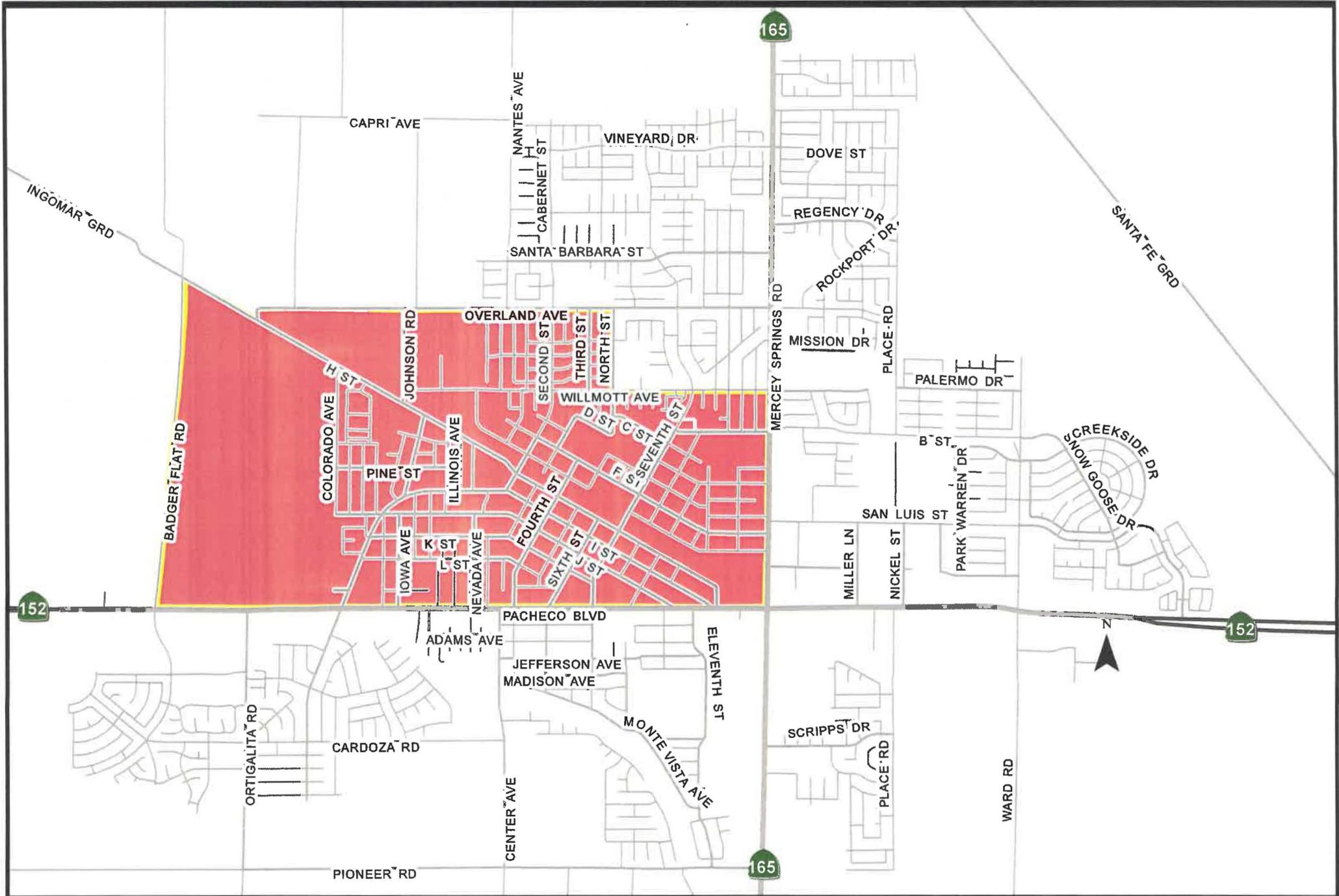
PERSONNEL	ALL INCLUSIVE FEE / HOURLY RATE
Code Enforcement Manager	\$155
Senior Code Enforcement Officer	\$130
Code Enforcement Officer II	\$89
Code Enforcement Officer I	\$79
Overtime Rate	1.5 x Hourly Rate

All hourly rates include salaries, benefits, workers compensation insurance, local travel and miscellaneous office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On each anniversary of the contract start date, CSG will initiate an hourly rate increase based on change in CPI for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

Los Banos

Census Tract 22.01 BG 1-5

Census Tract 22.02 BG 3-4





City of
Los Banos
At the Crossroads of California

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

Date: June 26, 2020

Re: Notice of Public Hearing

Proposal: Vesting Tentative Tract Map #2020-02 & Final Development Plan #2020-01- Mission Village South Phase 5B

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider Vesting Tentative Tract Map #2020-02 for Mission Village South Phase 5B. The proposed project consists of the subdivision of approximately 7.81 acres into forty (40) Medium Density residential lots and one (1) High Density Residential lot for 16 multi-family units and Final Development Plan #2020-01 for Mission Village South Phases 5A and 5B. The project site is located east of Mercey Springs Road, south of Mission Drive and north of Willmott Avenue; more specifically identified as Assessor's Parcel Numbers: 428-280-012.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, July 8, 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