



City of
Los Banos
At the Crossroads of California

updated 8/14/26 @ 1:15 pm

www.losbanos.org

AGENDA

CITY COUNCIL MEETING

Meeting Locations:

CITY HALL COUNCIL CHAMBERS
520 J Street
Los Banos, California

Council Member Perez will attend the meeting remotely from the following location which will be open to the public: 21622 Marguerite Parkway Apt. 592, Mission Viejo, CA 92692.

August 19, 2026 – 6:00 PM

ZOOM LOGIN INSTRUCTIONS

Use the following URL to start Zoom:

<https://zoom.us/j/98473588658?pwd=gLdkv11tXCbTnrw1NZk6Urzuwgcg6mO.1>

Passcode: 664223

To participate by phone:

Dial: 1 (669) 444 - 9171

Webinar ID: 984 7358 8658

Staff highly recommends that participants log into Zoom 15 minutes before the meeting begins to perform an audio check and ensure they have an optimal internet connection.

Options to participate:

- If you wish to speak on an item using the Zoom platform on your computer/laptop or smartphone, please use the “raise hand” icon, and you will be unmuted when it is your turn to speak. Please provide your name when unmuted. You can address the Council for up to 3 minutes.
- If you are calling into the meeting only (no camera/video) and wish to comment, press *9 to “raise your hand” and *6 to unmute yourself.
- Public participants attending via Zoom will be able to view the proceedings virtually; however, access to the camera/video participation features will not be available.

Live stream on YouTube at:

<https://www.youtube.com/@losbanos406>

If you require special assistance or translation services 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 o asistencia de traducción 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 antes de la junta.

La Ciudad de Los Banos cumple con la ley de Estadounidenses con Discapacidades (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.

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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.

Levine Act Statement – Campaign Contribution Prohibition and Mandatory Disclosure: Pursuant to Government Code section 84308, a Council member shall not accept, solicit, or direct a campaign contribution of more than \$500 from any party or their agent, or from any participant or their agent, while a proceeding involving a license, permit, contract, or other entitlement for use is pending before the City or for 12 months after a final decision is rendered in that proceeding. Any Council Member who has received a campaign contribution of more than \$500 within the preceding 12 months from a party or their agent, or from a participant or their agent, must disclose that fact on the record of the proceeding and shall not make, participate in making, or in any way attempt to use their official position to influence the decision.

Pursuant to Government Code section 84308, subdivision (e), any party to a covered proceeding before the City Council is required to disclose on the record of the proceeding any campaign contribution, including aggregated contributions, of more than \$500 made within the preceding 12 months by the party or their agent to any Council Member. The disclosure shall be made as required by Government Code Section 84308, subdivision (e)(1) and California Code of Regulations, Title 2, section 18438.8. No party or their agent, and no participant or their agent, shall make a campaign contribution of more than \$500 to any Council Member during the covered proceeding or for 12 months after a final decision is made in that proceeding. The foregoing statements do not constitute legal advice, and parties and participants are urged to consult with their own legal counsel regarding the applicable requirements of the law.

Please note: The Brown Act provides the public with an opportunity to make public comment at any public meeting. As an alternative for in-person comments, written public comment may be made by e-mail to cityclerk@losbanos.org or delivered to the City Clerk at City Hall, 520 J Street. All comments received will be read by the City Clerk during Public Forum and added to the agenda packet on the City's website for public review. Agenda packets can be found on the City's website at the following link: <https://losbanos.org/category/city-council/>

COMMUNITY BLESSING

1. CALL TO ORDER – August 19, 2026 **6:00 PM**

2. PLEDGE OF ALLEGIANCE.

3. ROLL CALL: (City Council Members)

_____ Mitzy Perez – District 1

_____ Refugio LLamas – District 2

_____ Marcus Chavez – District 3

_____ Deborah Lewis – District 4

_____ Michael Amabile – Mayor

4. INFORMATIONAL AND PRESENTATION AGENDA ITEMS. **pgs. 9-10**

These items are included for informational purposes. No presentation will be made by staff unless City Council members have questions.

A. Certificate of Recognition – Employee of the Month for July 2026 – Salvador Rodriguez, Maintenance Worker I, Public Works Department.

5. NEW EMPLOYEE INTRODUCTIONS. **pgs. 11-12**

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

6. PUBLIC FORUM. (This time is reserved for members of the public who wish to address the City Council on items that are NOT on the agenda and that are within the subject matter jurisdiction of the City Council. Speakers must direct their comments to the City Council and limit their comments to no more than three (3) minutes. It is requested that no comments be made during this period on items on the Agenda. The public will have an opportunity to comment on items on the agenda once the item has been called and the Mayor opens the item to the public. The City Council is prohibited by law from taking any action on matters discussed that are not on the agenda. No adverse conclusions should be drawn if the City Council does not respond to public comment at this time. Speakers are not allowed to surrender/cede their public comment time.)

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

A. Check Register for #259372 – #259736 in the Amount of \$2,656,833.54. **pgs. 13-16**

Recommendation: Approve the check register as submitted.

B. Fourth (4th) Quarter Investment Report for Fiscal Year 2025/2026. **pgs. 17-28**

Recommendation: Accept the report as submitted.

- C. Minutes for the August 5, 2026 City Council Meeting. **pgs. 29-42**

Recommendation: Approve the minutes as submitted.

- D. City Council Resolution No. 7136 – Authorizing the Submittal of an Application, Acceptance of an Allocation of Funds, and Execution of a Grant Agreement in the Amount of \$3,515 with the California Department of Transportation for an Airport Improvement Program (AIP) Matching Grant. **pgs. 43-50**

Recommendation: Adopt the resolution as submitted.

- E. City Council Resolution No. 7137 – Authorizing the Acceptance of Right-of-Way Acquisitions Associated with the State Route 152 Pavement Anchor Project.

Recommendation: Adopt the resolution as submitted.

pgs. 51-60

- F. City Council Resolution No. 7138 – Accepting the Pavement of F Street Corporation Yard Parking Lot Project as Complete, Authorizing the Filing of the Notice of Completion, and Authorizing Release of Retention. **pgs. 61-68**

Recommendation: Adopt the resolution as submitted.

- G. City Council Resolution No. 7139 – Approving a Master Services Agreement with Ixom Watercare, Inc., in the Amount of \$77,070 for Three (3) Years, for the SolarBee Service Program at the Los Banos Wastewater Treatment Plant and Authorizing the City Manager to Execute the Agreement. **pgs. 69-78**

Recommendation: Adopt the resolution as submitted.

- H. City Council Resolution No. 7140 – Authorizing the City Manager to Issue a Purchase Order to Superior Recreational Products through the Sourcewell Cooperative Purchasing Program for the Purchase of Shade Structures for Skylark Park in the Amount of \$32,971.54 and Neighborhood Park in the Amount of \$11,428.71. **pgs. 79-90**

Recommendation: Adopt the resolution as submitted.

- I. City Council Resolution No. 7141 – Amending the Fiscal Year 2026-2027 Budget by Increasing Appropriations in Capital Buildings & Structures for Recreation Account 100-451-240-720 for Expenditures in the Amount of \$65,000 for the Ranchwood Day Care Facility Roof Replacement Project. **pgs. 91-110**

Recommendation: Adopt the resolution as submitted.

- J. City Council Resolution No. 7142 – Authorizing the City Manager to Enter a Four (4) Year Agreement with Motorola Solutions Brinc in the Amount of \$179,997 for the Implementation of a Drone as First Responder (DFR) Program. **pgs. 111-116**

Recommendation: Adopt the resolution as submitted.

- K. City Council Resolution No. 7143 – Approving an Asset Disposition Services Agreement with PropertyRoom.com, Inc. for the Online Sale and Disposal of Surplus City Property and Authorizing the City Manager to Execute the Agreement.

Recommendation: Adopt the resolution as submitted.

pgs. 117-126

- L. City Council Resolution No. 7144 – Approving the Purchase of Seven (7) Motorola APX 8000 Portable Radios and Associated Equipment in the Amount of \$60,000 for the Los Banos Police Department.

pgs. 127-130

Recommendation: Adopt the resolution as submitted.

- M. City Council Resolution No. 7145 – Approving the Purchase of Fifty-One (51) HUXWRX Flow 556K Rifle Suppressors in the Amount of \$49,805.33 for the Los Banos Police Department.

pgs. 131-134

Recommendation: Adopt the resolution as submitted.

- N. City Council Resolution No. 7146 – Authorizing the City Manager to Sign a Memorandum of Understanding with the Los Banos Unified School District for School Resource Officer Services for the 2026-2029 School Years.

pgs. 135-152

Recommendation: Adopt the resolution as submitted.

REGULAR AGENDA

Regular agenda items will be considered separately by the City Council. Public comments will be allowed after the introduction of an agenda item and before City Council discussion. Members of the public will be limited to three (3) minutes for each agenda item.

8. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7147 – RATIFYING THE CITY MANAGER’S APPROVAL OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LOS BANOS AND ROBERT LOMELI AS EMPLOYEE FOR THE POSITION OF ASSISTANT CITY ATTORNEY.

pgs. 153-172

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

9. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7148 – APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS BANOS AND QUIRING GENERAL, LLC FOR PRECONSTRUCTION SERVICES FOR FIRE STATION NO. 4 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

pgs. 173-184

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

10. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7149 – APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS BANOS AND THE COUNTY OF MERCED FOR REPAVING OF PIONEER ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT.

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

pgs. 185-194

11. CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7150 – APPROVING AN AMENDED AND RESTATED PROPERTY TAX SHARING AGREEMENT BETWEEN THE CITY OF LOS BANOS AND THE COUNTY OF MERCED. **pgs. 195-203**

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

12. BRIEF CITY DEPARTMENT REPORTS.
 - A. Community & Economic Development
 - B. Finance
 - C. Parks & Recreation
 - D. Human Resources
 - E. Public Works
 - F. Fire
 - G. Police

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

13. CITY ATTORNEY REPORT.

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

14. CITY MANAGER REPORT.

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

15. BRIEF CITY COUNCIL MEMBER REPORTS.

- A. Deborah Lewis – Mayor Pro Tem - District 4
- B. Mitzy Perez – District 1
- C. Refugio Llamas– District 2
- D. Marcus Chavez – District 3
- E. Michael Amabile – Mayor

16. CLOSED SESSION.

Members of the public will be provided three (3) minutes each to comment on any matter to be considered in closed session prior to the City Council adjourning into closed session.

- A. Public Employee Performative Evaluation, Title: City Manager, Pursuant to Government Code Section 54957(b).

17. ADJOURNMENT.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board and 21622 Marguerite Parkway Apt. 592, Mission Viejo, CA 92692 not less than 72 hours prior to the meeting.



Vionna Lin, Assistant City Clerk

Dated this 14th day of August 2026

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City of
Los Banos
At the Crossroads of California

CERTIFICATE OF RECOGNITION

Presented to

SALVADOR RODRIGUEZ

Maintenance Worker I

*In recognition of your outstanding performance
and dedicated service to the City of Los Banos and for
being named "Employee of the Month" for July 2026.*

Awarded August 19, 2026

Michael S. Amabile, Mayor



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City of
Los Banos
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Agenda Staff Report

TO: Mayor Amabile and City Council Members

FROM: Isabel Carlos
Human Resources Director

DATE: August 19, 2026

TYPE OF REPORT: Presentation

SUBJECT: New and Promotional Employee Introductions

The City is committed to recruiting, developing, and retaining a high-quality workforce to serve our community. As part of this commitment, the City regularly introduces and recognizes new hires and recently promoted employees at City Council meetings. The individuals recognized tonight reflect the City's ongoing efforts to maintain approved staffing levels, ensure operational continuity, and support employee career development.

The following employees are being recognized for July and August 2026:

Police Department

1. Bradley Roland – Police Officer, promoted effective June 25, 2026.
2. Abel Rodriguez – Police Officer, promoted effective June 25, 2026.
3. Tyler Northey – Police Officer, promoted effective June 25, 2026.
4. James Sawyer – Community Services Officer, new hire effective July 1, 2026.
5. Cesar Grajeda-Burgos – Police Officer, new hire effective July 16, 2026.
6. Mitchell King – Police Officer, new hire effective July 16, 2026.
7. Stephen O'Day - Police Sergeant, promoted effective August 17, 2026.

Public Works Department

8. Virginia Chavez – Engineering Technician, promoted effective July 1, 2026.
9. Juan Zendejas – Part Time Maintenance Worker, new hire effective July 1, 2026.
10. Lauren Miclette – Admin Clerk I, new hire effective August 3, 2026.
11. Mario Iniguez – Fleet Maintenance Coordinator, promoted effective August 3, 2026.

Fire Department

- 12. Raymond Lopez – Fire Engineer, promoted effective June 16, 2026.
- 13. Trinidad Diaz – Firefighter, new hire effective July 1, 2026.
- 14. Brayden Woodrow – Firefighter, new hire effective July 1, 2026.
- 15. Gabriel Carreiro – Fire Engineer, new hire effective August 18, 2026.

Parks and Recreation Department

- 16. Miguel Sotelo – Part Time Maintenance Worker, new hire effective July 1, 2026.

Administration Department

- 17. Leah Klascius – Public Information Officer, new hire effective August 3, 2026.
- 18. Tiffany Gomonet – Part Time Admin Clerk, new hire effective August 17, 2026.

ITEM 7A

13

CK # 259372 - 259736 08/19/26 \$2,656,833.54



Check Number	Payment Date	Vendor	Payment Amount
259372	07/31/2026	Agile Occupational Medicine PC	165.00
259373	07/31/2026	Michael Amabile	86.27
259374	07/31/2026	Anabasis LLC	60,441.09
259375	07/31/2026	Best Best & Krieger	26,171.60
259376	07/31/2026	Sara Blevins	403.75
259377	07/31/2026	Central Valley Cardiovascular Group Inc.	400.00
259378	07/31/2026	Employment Development Dept	8,881.00
259379	07/31/2026	Gouveia Engineering Inc.	5,186.54
259380	07/31/2026	Deborah Lewis	50.54
259381	07/31/2026	Elva Mendez	68.50
259382	07/31/2026	Gabriela Acosta Mendoza	2,208.00
259383	07/31/2026	Nossaman, LLP	13,094.00
259384	07/31/2026	Gerald "Obie" O'Brien	77.14
259385	07/31/2026	Domingo Sandoval	800.00
259386	07/31/2026	State Water Resources Control Board	70.00
259387	07/31/2026	US Bank Corp Pymt System	77,573.75
259389	07/31/2026	Kasey Alim	275.00
259390	07/31/2026	Animal Damage Management, Inc.	4,851.00
259393	07/31/2026	APLPD Holdco, Inc.	348.86
259394	07/31/2026	ARC Electrical Services	3,075.00
259395	07/31/2026	Archer Civil Contruction, LLC	98,114.57
259396	07/31/2026	Arkance USA LLC	6,673.33
259397	07/31/2026	AT&T	354.48
259398	07/31/2026	Kelly Abejuela	300.00
259399	07/31/2026	Dorothy June Baker	1,189.38
259400	07/31/2026	Boot Barn	110.59
259401	07/31/2026	Stericycle Inc	249.41
259402	07/31/2026	BSK Associates	5,260.83
259403	07/31/2026	John Butler	97.50
259404	07/31/2026	Ca Dept of Justice Cashiering Unit	1,754.50
259405	07/31/2026	Cal Traffic	1,981.52
259406	07/31/2026	CDTFA California Dept. of Tax & Fee	712.00
259407	07/31/2026	Central Valley Salinity Coalition Inc.	1,991.00
259408	07/31/2026	Central Sanitary Supply, LLC	1,828.47
259409	07/31/2026	CSJVRMA	1,257,429.00
259410	07/31/2026	Comcast	108.16
259411	07/31/2026	Copy Shipping Solutions	753.25
259412	07/31/2026	Lamar A. Cummings	677.55
259413	07/31/2026	Customlnk Parent, LLC	1,369.52
259414	07/31/2026	D & D Pest Control	167.00
259415	07/31/2026	Dos Palos Publishing Company	120.00
259416	07/31/2026	Dept of Transportation	12,070.84
259417	07/31/2026	Double D Towing, LLC	186.87
259418	07/31/2026	Electric Drives Inc	830.10
259419	07/31/2026	Flex Technology Group LLC	187.34
259420	07/31/2026	Foster Bros Security Systems Inc.	13,032.49
259421	07/31/2026	Adaia Franco	150.00
259422	07/31/2026	Galls Inc	445.20
259423	07/31/2026	Daniella Garcia	350.00

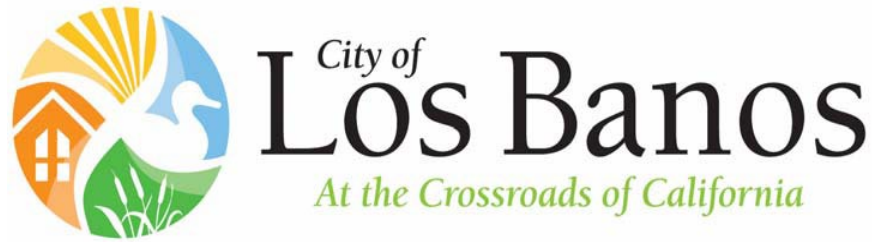
259424	07/31/2026	Halcyon Creek Inc.	25,238.92
259425	07/31/2026	Hoffman Electronic Systems	258.90
259426	07/31/2026	Hostetler Ranches, LLC	7,510.50
259427	07/31/2026	InfoSend Inc.	13,770.53
259428	07/31/2026	JC Grading Paving Solutions, Inc.	16,657.50
259429	07/31/2026	Jonathan Rodriguez Lemus	7,910.00
259430	07/31/2026	Lexipol LLC	3,453.44
259431	07/31/2026	SCP Distributors LLC	700.84
259432	07/31/2026	Marco Leal	150.00
259433	07/31/2026	Mark Thomas & Company. Inc.	44,850.96
259434	07/31/2026	Tires to you Inc	200.00
259435	07/31/2026	Marfab Inc	36.75
259436	07/31/2026	Merced Chevrolet Inc.	130.23
259437	07/31/2026	Merced County LAFCo	12,581.34
259438	07/31/2026	Mid-Valley Disposal LLC	318,030.51
259439	07/31/2026	Municipal Maintenance Equipment, Inc.	440.38
259440	07/31/2026	OSE	18.38
259441	07/31/2026	O'Reilly Auto Parts	188.27
259442	07/31/2026	Mandy Orellana	338.00
259443	07/31/2026	PG&E Company	12,211.65
259444	07/31/2026	Pace Supply Corp.	1,380.17
259445	07/31/2026	PCN Strategies, Inc	2,207.97
259446	07/31/2026	Precision Civil Engineering, Inc	13,882.50
259447	07/31/2026	Price Paige and Company CPA's LLP	5,110.00
259448	07/31/2026	Margaret Pulido	600.00
259449	07/31/2026	Quality Logo Products, Inc.	3,912.56
259450	07/31/2026	RAT Incorporated	210.00
259451	07/31/2026	Ronny's Inc.	5,617.50
259452	07/31/2026	Samantha Ramirez	550.00
259453	07/31/2026	RBG Construction	477.02
259454	07/31/2026	Heather Rotering	350.00
259455	07/31/2026	SJVAPCD	2,106.80
259456	07/31/2026	Save Mart Supermarkets	264.50
259457	07/31/2026	School Outfitters LLC	4,143.75
259458	07/31/2026	Sherwin Williams Co	1,790.71
259459	07/31/2026	Robert & Susan Hansen	270.75
259460	07/31/2026	Sorensens True Value	51.30
259461	07/31/2026	Superior Pool Products, LLC	5,088.92
259462	07/31/2026	Technicon Engineering Services, Inc.	1,495.00
259463	07/31/2026	Tyler Technologies, Inc.	1,798.00
259464	07/31/2026	Valley Entry Systems, Inc.	275.00
259465	07/31/2026	Vanir Construction Management, Inc.	4,374.80
259466	07/31/2026	VCA Animal Hospitals, Inc.	574.15
259467	07/31/2026	Vestis Group, Inc.	236.54
259468	07/31/2026	Verizon Wireless	2,869.13
259469	07/31/2026	Westwood Professional Services, Inc.	47,388.53
259471	07/31/2026	Windecker Inc	1,646.14
259491	08/07/2026	Aflac-Customer Service	215.93
259492	08/07/2026	AFSCME District Council 57	2,303.50
259493	08/07/2026	Empower Annuity Ins. Co of America	1,552.62
259494	08/07/2026	Empower Annuity Ins. Co of America	2,742.00
259495	08/07/2026	Franchise Tax Board	12.81
259496	08/07/2026	Los Banos Police Assn	1,485.00
259497	08/07/2026	Los Banos Police Assn.	315.00
259498	08/07/2026	Merced County Sheriff	187.96
259499	08/07/2026	MissionSquare	2,400.94
259500	08/07/2026	MissionSquare	11,700.00

259501	08/07/2026	Nationwide Retirement Solutions	6,199.83
259502	08/07/2026	Professional Fire Fighter of Los Banos Local 4703	647.26
259503	08/07/2026	State Disbursement Unit	1,575.00
259504	08/07/2026	Anabasis LLC	25,160.00
259505	08/07/2026	Jesse Castillo	189.00
259506	08/07/2026	Justin Chuvichien	2,050.00
259507	08/07/2026	Tim J Law	800.00
259508	08/07/2026	Jennifer Loa	46.97
259509	08/07/2026	William Marchese	189.00
259510	08/07/2026	Debbie L. Marshall	475.00
259511	08/07/2026	Ramon McDonald	189.00
259512	08/07/2026	Ramon McDonald	189.00
259513	08/07/2026	Ramon McDonald	189.00
259514	08/07/2026	Ramon McDonald	189.00
259515	08/07/2026	Ramon McDonald	189.00
259516	08/07/2026	Nora Ramirez	189.00
259517	08/07/2026	Rey M Reyna	189.00
259518	08/07/2026	Miriam Rivas	189.00
259519	08/07/2026	Ronny's Inc.	62,506.04
259520	08/07/2026	Domingo Sandoval	400.00
259521	08/07/2026	Juan Soriano	189.00
259522	08/07/2026	State Water Resources Control Board	130.00
259523	08/07/2026	Tyler Technologies, Inc.	9,400.27
259524	08/07/2026	Robert Wiens	315.00
259525	08/07/2026	AAA Business Supplies	302.08
259526	08/07/2026	Alves Management, Inc	728.00
259527	08/07/2026	AT&T Mobility	6,506.73
259528	08/07/2026	AT&T	31.76
259529	08/07/2026	David R. Ball	2,100.00
259530	08/07/2026	BJ's Consumers Choice Pest Control Inc.	125.00
259531	08/07/2026	Bound Tree Medical LLC	235.81
259532	08/07/2026	BSK Associates	587.70
259533	08/07/2026	Ca Dept of Justice Cashiering Unit	1,372.00
259534	08/07/2026	Callander Associates Landscape Architecture, Inc.	1,617.56
259535	08/07/2026	CENCAL Machine & Fabrication Inc.	209.94
259536	08/07/2026	Comcast	397.41
259537	08/07/2026	Lamar A. Cummings	913.75
259538	08/07/2026	Albert Camarillo	500.00
259539	08/07/2026	Display Sales Co	1,282.00
259540	08/07/2026	Dos Palos Publishing Company	2,308.00
259541	08/07/2026	Duncan Printing Co. Inc.	854.63
259542	08/07/2026	Employee Relations, Inc.	600.00
259543	08/07/2026	Energy Light, Inc.	1,437.94
259544	08/07/2026	Elizabeth Erratchu	100.00
259545	08/07/2026	Federal Express Corporation	33.91
259546	08/07/2026	Flex Technology Group LLC	3,399.90
259547	08/07/2026	Halcyon Creek Inc.	61,167.88
259548	08/07/2026	Home Depot	9,403.97
259553	08/07/2026	JT Utility Services Group	1,900.66
259554	08/07/2026	Krazan & Associates	5,690.00
259555	08/07/2026	Kully Supply, Inc.	225.52
259556	08/07/2026	Alejandro Lustre	600.00
259557	08/07/2026	Tires to you Inc	2,073.88
259558	08/07/2026	Marfab Inc	126.14
259559	08/07/2026	Matson Alarm Co Inc	215.00
259560	08/07/2026	McCrometer Inc.	1,044.00
259561	08/07/2026	Merced Truck & Trailer Inc	169.56

259562	08/07/2026	Miracle Playsystems, Inc.	612.16
259563	08/07/2026	Moody's Investors Service Inc.	3,000.00
259564	08/07/2026	NDN International LLC	2,234.54
259565	08/07/2026	North Central Laboratories	279.90
259566	08/07/2026	OCV, LLC	8,990.00
259567	08/07/2026	OSE	478.30
259568	08/07/2026	O'Reilly Auto Parts	713.02
259569	08/07/2026	PG&E Company	42.02
259570	08/07/2026	Pitney Bowes Inc	175.10
259571	08/07/2026	Placer Labs, Inc.	21,706.00
259572	08/07/2026	Propio LS LLC	15.68
259573	08/07/2026	Purchase Power Inc	3,520.68
259574	08/07/2026	Protech Security & Electronics, Inc.	450.00
259575	08/07/2026	Quality Logo Products, Inc.	1,580.95
259576	08/07/2026	Ronny's Inc.	7,171.11
259578	08/07/2026	SJVAPCD	50.00
259579	08/07/2026	Michael Bartholomew	377.76
259580	08/07/2026	Sherwin Williams Co	191.67
259581	08/07/2026	Sorensens True Value	3,171.90
259585	08/07/2026	Superior Pool Products, LLC	6,448.92
259586	08/07/2026	T-Mobile USA Inc.	1,087.94
259587	08/07/2026	Tango Tango, Inc.	7,485.00
259588	08/07/2026	Technicon Engineering Services, Inc.	2,887.00
259589	08/07/2026	Terryberry Company LLC	654.23
259590	08/07/2026	Terminix Processing Center	135.00
259591	08/07/2026	The Don Chapin Co., Inc.	1,560.93
259592	08/07/2026	Thirkettle Corporation	54,472.23
259593	08/07/2026	Tyler Technologies, Inc.	250.00
259594	08/07/2026	The Ortiz Group	300.00
259595	08/07/2026	United Site Services, Inc.	133.25
259596	08/07/2026	Stephanie Pereira	26.48
259597	08/07/2026	USAM1 LLC	1,059.32
259598	08/07/2026	USA Blue Book	1,199.91
259599	08/07/2026	Valley Entry Systems, Inc.	312.00
259600	08/07/2026	Vanir Construction Management, Inc.	33,550.47
259601	08/07/2026	Valley Pro Contractor, Inc	1,710.00
259602	08/07/2026	Vestis Group, Inc.	135.22
259603	08/07/2026	Vestis	1,980.39
259604	08/07/2026	Evangelina Vargas	600.00
259605	08/07/2026	Westside Water Conditioning	38.50
259606	08/07/2026	Windecker Inc	37,825.71
259607	08/07/2026	Ruth Williams	600.00
259608	08/07/2026	ZW USA Inc.	1,931.11
259736	08/12/2026	JC Grading Paving Solutions, Inc.	16,657.50

Break in check sequence due to the following:

Check #259388 (Manual Void)	Regular Checks	207	2,656,833.54
Check #259391 - #259392 (Manual Void)	Manual Voids	12	
Check #259470 (Manual Void)	Voided Checks	0	
Check #259472 - #259489 (Utility Billing)			2,656,833.54
Check #259490 (Payroll)			
Check #259549 - #259552 (Manual Void)			
Check #259577 (Manual Void)			
Check #259582 - #259584 (Manual Void)			
Check #259609 - #259735 (Utility Billing)			



Agenda Staff Report

TO: Mayor Amabile and City Council Members

FROM: Minnie Moreno, Finance Director

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: 4th Quarter Investment Report for 2025/2026

Recommendation:

To accept the quarterly investment report as submitted.

Background:

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

Fiscal Impact:

Informational only, no fiscal impact.

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Sokniorn Than', is shown on a light blue background.

Sokniorn Than, City Manager

Attachments:

1. 4th Quarter Fiscal Year 2025-26 Investment Report
2. LAIF Statement June 30, 2026
3. Wells Fargo Securities Statement June 30, 2026



City of Los Banos

At the Crossroads of California

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

Investment Balances As of June 30, 2026

Type of Investment	Issuer	Maturity	Amount Invested	Annual Percentage Yield
LAIF (Local Agency Investment Fund)	State of California	Daily	\$68,558,284	3.92% effective yield
Money Market Funds	Wells Fargo Securities	Daily	\$74,934,883	3.53% simple yield
Fixed Income Funds	Wells Fargo Securities	Various	\$45,355,199	Various 3.80% - 4.97%

Investment Balance: **\$188,848,366**

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



City of Los Banos

At the Crossroads of California

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

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MALIA M. COHEN

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	LOS BANOS
Account Number	98-24-490

As of 7/15/2026, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 6/30/2026.

Earnings Ratio		0.00010743238142967
Interest Rate		3.92%
Dollar Day Total	\$	6,229,489,360.01
Quarter End Principal Balance	\$	68,558,284.41
Quarterly Interest Earned	\$	669,248.88



Wells Fargo Bank, N.A.
550 S Tryon St.
Charlotte, NC 28202

Wells Fargo Bank, N.A. Account 21
Statement for June 2026
June 01, 2026-June 30, 2026
CITY OF LOS BANOS Account 1AB28736

BR STMT

CITY OF LOS BANOS
ATTN MARTHA BRAZIL
520 J ST
LOS BANOS CA 93635

Account Representative: SPLIT GROUP
Phone: 415-644-9152

Investments, other than Brokered Certificates of Deposits, are not FDIC insured, may lose value, and are not bank guaranteed - see important disclosures on the reverse of your account summary page.

Important Information

This statement is provided to customers of Wells Fargo Bank, N.A. (the "Bank"). Statements are provided monthly for accounts with transactions and/or security positions.

Pricing: Security and other asset prices shown on the statement are obtained from independent vendors or internal pricing models. While we believe the prices are reliable, we cannot guarantee their accuracy. The prices indicated herein are as of the stated valuation date, which may not be the date of this statement, and are subject to change without notice. For exchange-listed securities, the price provided is the closing price of the relevant security at month end. For unlisted securities, it is the "bid" price of the relevant security at month end. The prices of instruments that trade infrequently are estimated using similar securities for which prices are available. Prices on the statement may not necessarily be obtained when the asset is sold.

Cash Balances: Cash held at the Bank is not covered by SIPC, but is instead eligible for FDIC insurance of up to \$250,000 per depositor, per institution, in accordance with FDIC rules.

Mutual Funds: An investment in the fund is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. The fund's sponsor has no legal obligation to provide financial support to the fund, and you should not expect that the sponsor will provide financial support to the fund at any time. You have the right, in the course of normal business operations, to withdraw balances in the Bank Deposit Sweep or redeem shares of the money market mutual fund used in the sweep, subject to any open commitments in any of your accounts and have the proceeds returned to your accounts or remitted to you. Note, however, that as required by federal banking regulations, the banks in the Bank Deposit Sweep reserve the right to require seven days prior notice before permitting a transfer out of the Bank Deposit Sweep. In addition, the money market mutual funds in the sweep reserve the right to require one or more day's prior notice before permitting withdrawals.

The Bank makes certain money market mutual funds available through the Bank Deposit Sweep and has entered into

agreements with the mutual fund companies with respect to the available funds. Mutual funds are sold by prospectus only. Please read the prospectus for further information including sales charges, deferred sales charges, withdrawal charges and management or other fees.

Institutional Prime Funds: You could lose money by investing in the fund. Because the share price of the fund will fluctuate, when you sell your shares they may be worth more or less than what you originally paid for them. During times of market stress, the fund may impose a discretionary liquidity fee upon sale of your shares, if the fund's board determines the fee is in the fund's best interest. The Prime fund will impose a mandatory liquidity fee when you redeem fund shares, if daily net redemptions exceed 5% of net assets and no exception applies.

Muni Substitute Interest: With respect to transactions involving your purchase of a municipal security having interest that is exempt from federal and/or state income taxes, if you do not receive good delivery of such securities on settlement date (i.e., all requirements for transferring title from the seller to the buyer have occurred), the interest that you accrue from the settlement date of the transaction until you receive good delivery may be considered by the Internal Revenue Service ("IRS") to be taxable ("substitute") interest. If you sell such securities before receiving good delivery, the IRS may consider all of the interest that you accrue to be taxable. You should consult with your tax advisors regarding the tax implication of any such fail to receive scenario.

Muni MSRB Disclosure: WFS is registered with the U.S. Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The website for the SEC is www.sec.gov and the website for the MSRB is www.msrb.org. There is a brochure available on the MSRB website that describes the protections provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Non-deposit investment products offered or sold by the Bank, including investments in mutual funds available through the Bank, are not federally

insured or guaranteed by or obligations of the U.S. government, the Federal Deposit Insurance Corporation ("FDIC"), the Federal Reserve System or any other government agency; are not bank deposits; are not obligations of, or endorsed or guaranteed in any way by any bank or the Bank; and are subject to risk, including the possible loss of principal, that may cause the value of the investment and the investment return to fluctuate. When the investment is sold, the amount may be higher or lower than the amount originally invested.

Customer Complaints and Reporting Discrepancies: All inquiries, statement reporting inaccuracies or discrepancies, or complaints regarding your account or the activity therein should be directed to:

Customer Service
550 S Tryon St
Floor: 06, MAC: D1086-063
Charlotte, NC 28202-4200
1-800-645-3751, option 5,
WFSCustomerService@Wellsfargo.com.

To further protect their rights, customers should also re-confirm in writing to the above address any oral communications with the Bank relating to inaccuracies or discrepancies.

The Bank's financial statements are available upon request.

Wells Fargo Bank, N.A. Account Statement for June 2026

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June 01, 2026-June 30, 2026
CITY OF LOS BANOS Account 1AB28736

Account Summary USD

Multi-currency Account Net Equity

Currency	Net-Cash Balance	Long Market Value	Short Market Value	CCY Net Equity CCY Rate	USD Net Equity
USD US Dollar	0.00	120,290,081.98	0.00	120,290,081.98 1.00000000	120,290,081.98
Total					120,290,081.98

Portfolio Value

Classification	Previous Period	This Period
Fixed Income Long	43,390,297.04	45,355,198.95
Money Market Mutual Funds	76,701,133.15	74,934,883.03
Total	120,091,430.19	120,290,081.98

Income Summary

Classification	Previous Period	This Period	Year-To-Date
Interest	0.00	5,127.76	5,127.76
Money Market Mutual Fund Dividends	350,018.40	300,835.60	2,081,278.99
Total	350,018.40	305,963.36	2,086,406.75

Cash Activity Summary

Classification	Previous Period	This Period
Other Debit	(43,691,481.43)	(2,072,213.48)
Total	(43,691,481.43)	(2,072,213.48)

Money Market Mutual Funds Summary

Classification	This Period
Opening Balance	76,701,133.15
Deposits and Other Additions	5,052.76
Distributions and Other Subtractions	(2,072,138.48)
Dividends Reinvested	300,835.60
Change in Value	0.00
Closing Balance	74,934,883.03

Wells Fargo Bank, N.A. Account Statement for June 2026

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June 01, 2026-June 30, 2026
CITY OF LOS BANOS Account 1AB28736

Holdings USD

Money Market Mutual Funds

Security ID	Description	Account Type	Beginning Share Balance End Share Balance	Beginning Price End Price	Beginning Market Val End Market Value
FGTXX	Goldman FS Gov Inst 465	CASH	76,701,133.15000 74,934,883.03000	1.0000 1.0000	76,701,133.15 74,934,883.03
Total					76,701,133.15 74,934,883.03

Fixed Income - Long Positions

Security ID	Description	Account Type	Maturity Date Coupon Rate	Quantity Current Face	Market Price Market Value	Quantity Pledged
78658RTE1	SAFRA NATIONAL BANK INTEREST	CASH	05/14/2027 3.950000000000	250,000.00 250,000.00	99.8712 249,677.88	0.00
06063HXX6	BANK OF BARODA INTEREST	CASH	05/18/2027 3.850000000000	250,000.00 250,000.00	99.7812 249,453.08	0.00
06053CJG2	BANK OF AMERICA CALIF NA	CASH	05/20/2027 3.900000000000	250,000.00 250,000.00	99.8221 249,555.13	0.00
062683NG8	BANK OF HOPE INTEREST BEARING	CASH	05/20/2027 3.800000000000	250,000.00 250,000.00	99.7357 249,339.13	0.00
824593CD7	SHINHAN BANK AMERICA INTEREST	CASH	05/20/2027 3.900000000000	250,000.00 250,000.00	99.8213 249,553.20	0.00
544351PS2	LOS ANGELES CA	CASH	09/01/2027 1.500000000000	5,000,000.00 5,000,000.00	97.0677 4,853,383.00	0.00
856288FX8	STATE BANK OF INDIA INTEREST	CASH	05/19/2028 4.000000000000	250,000.00 250,000.00	99.5577 248,894.38	0.00
06051YAP5	BANK OF AMERICA NA INTEREST	CASH	05/22/2028 4.000000000000	250,000.00 250,000.00	99.5755 248,938.63	0.00
06251FEG0	BANK HAPOALIM BM NY INTEREST	CASH	11/20/2028 4.000000000000	250,000.00 250,000.00	99.4287 248,571.73	0.00
05612LKF8	BMW BANK NORTH AMERICA	CASH	05/15/2029 3.950000000000	250,000.00 250,000.00	99.0826 247,706.48	0.00
17290GHT7	CITIBANK NA INTEREST BEARING	CASH	05/15/2029 4.000000000000	250,000.00 250,000.00	98.7670 246,917.55	0.00
564759TN8	MANUF & TRADERS TRUST CO	CASH	05/18/2029 4.000000000000	250,000.00 250,000.00	99.2233 248,058.30	0.00
95004HCA4	WELLS FARGO BANK NA	CASH	05/19/2029 4.500000000000	5,000,000.00 5,000,000.00	99.1250 4,956,247.85	0.00
58404DA68	MEDALLION BANK UTAH INTEREST	CASH	05/21/2029 4.000000000000	250,000.00 250,000.00	99.2540 248,135.05	0.00
88413QKE7	THIRD FED SAV&LN CLEVLND	CASH	05/29/2029 3.900000000000	250,000.00 250,000.00	98.9417 247,354.28	0.00

Holdings continued on next page →

Wells Fargo Bank, N.A. Account Statement for June 2026

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June 01, 2026-June 30, 2026
CITY OF LOS BANOS Account 1AB28736

Holdings USD Continued

Fixed Income - Long Positions Continued

Security ID	Description	Account Type	Maturity Date Coupon Rate	Quantity Current Face	Market Price Market Value	Quantity Pledged
419792G59	HAWAII ST TXBL-REF-SER GJ	CASH	08/01/2029 1.892000000000	2,210,000.00 2,210,000.00	92.7637 2,050,077.33	0.00
59013LNE0	MERRICK BANK INTEREST BEARING	CASH	11/19/2029 4.000000000000	250,000.00 250,000.00	99.0329 247,582.18	0.00
66815L2U2	NORTHWESTERN MUTUAL GLBL	CASH	01/13/2030 4.960000000000	2,690,000.00 2,690,000.00	101.0183 2,717,392.27	0.00
31938Q4Y7	FIRST BUSINESS BANK INTEREST	CASH	01/22/2030 3.900000000000	250,000.00 250,000.00	98.5853 246,463.13	0.00
717081EW9	PFIZER INC	CASH	04/01/2030 2.625000000000	4,050,000.00 4,050,000.00	93.4951 3,786,550.13	0.00
735000TS0	PORT OF OAKLAND CA	CASH	05/01/2030 2.099000000000	600,000.00 583,729.66	91.6969 535,262.24	0.00
12527CQP0	CFG BANK/MD INTEREST BEARING	CASH	05/15/2030 4.200000000000	250,000.00 250,000.00	98.9041 247,260.25	0.00
31034RND3	FARMERS STATE BANK IA INTEREST	CASH	05/22/2030 4.000000000000	250,000.00 250,000.00	98.2278 245,569.53	0.00
808513BG9	CHARLES SCHWAB CORP	CASH	03/11/2031 1.650000000000	1,081,000.00 1,081,000.00	87.4360 945,182.73	0.00
64105MAE1	NESTLE CAPITAL CORP	CASH	03/18/2031 4.200000000000	5,000,000.00 5,000,000.00	98.5090 4,925,448.20	0.00
13063ETP1	CALIFORNIA ST TXBL-BID GROUP A	CASH	04/01/2031 4.050000000000	5,000,000.00 5,000,000.00	98.3936 4,919,678.00	0.00
30303MAF9	META PLATFORMS INC	CASH	05/15/2031 4.550000000000	5,000,000.00 5,000,000.00	99.5668 4,978,338.85	0.00
949764WL4	WELLS FARGO BANK NA INTEREST	CASH	05/15/2031 4.000000000000	250,000.00 250,000.00	98.4649 246,162.18	0.00
137141BN6	CANANDAIGUA NATL BK & TR	CASH	05/19/2031 4.150000000000	250,000.00 250,000.00	98.3520 245,879.93	0.00
38151PPE5	GOLDMAN SACHS BANK USA	CASH	05/19/2031 4.050000000000	250,000.00 250,000.00	98.6416 246,603.93	0.00
61778EVL2	MORGAN STANLEY BANK NA	CASH	05/20/2031 4.100000000000	250,000.00 250,000.00	98.8588 247,146.95	0.00
61776N6U2	MORGAN STANLEY PVT BANK	CASH	05/20/2031 4.100000000000	250,000.00 250,000.00	98.8588 247,146.95	0.00
46659CZ45	JP MORGAN CHASE BANK NA	CASH	05/29/2031 4.400000000000	250,000.00 250,000.00	99.3806 248,451.50	0.00

Holdings continued on next page →

Wells Fargo Bank, N.A. Account Statement for June 2026

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June 01, 2026-June 30, 2026
CITY OF LOS BANOS Account 1AB28736

Holdings USD Continued

Fixed Income - Long Positions Continued

Security ID	Description	Account Type	Maturity Date Coupon Rate	Quantity Current Face	Market Price Market Value	Quantity Pledged
95001DQ94	WELLS FARGO & COMPANY	CASH	05/29/2031 4.500000000000	5,000,000.00 5,000,000.00	99.7443 4,987,217.00	0.00
Total				46,381,000.00 46,364,729.66	45,355,198.95	0.00

†† Limited security description available, please contact Customer Service at WFSCustomerService@wellsfargo.com or 1-800-645-3751, option 5 for any questions.

††† There is not an active market for this investment; a market price, and therefore a market value, is not available (N/A).

Transactions USD

Interest

Transaction Date	Transaction	Description	Security ID	Quantity	Credit	Debit
06/15/2026	Interest	CITIBANK NA INTEREST BEARING	17290GHT7	0.00	849.32	
06/15/2026	Interest	WELLS FARGO BANK NA INTEREST	949764WL4	0.00	849.32	
06/18/2026	Interest	CANANDAIGUA NATL BK & TR	137141BN6	0.00	881.16	
06/22/2026	Interest	FARMERS STATE BANK IA INTEREST	31034RND3	0.00	849.32	
06/22/2026	Interest	MEDALLION BANK UTAH INTEREST	58404DA68	0.00	849.32	
06/22/2026	Interest	MERRICK BANK INTEREST BEARING	59013LNE0	0.00	849.32	
Total					5,127.76	0.00

Other Activity

Transaction Date	Transaction	Description	Security ID	Quantity Price	Credit	Debit
06/02/2026	Security Movement	HAWAII ST TXBL-REF-SER GJ	419792G59	2,210,000.00 93.1260000		(2,072,138.48)
06/15/2026	FOR MONTH:202605 SAFEKEEPING	FOR MONTH:202605		0.00		(75.00)
Total					0.00	(2,072,213.48)

Transactions continued on next page →

Wells Fargo Bank, N.A. Account Statement for June 2026

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June 01, 2026-June 30, 2026
CITY OF LOS BANOS Account 1AB28736

Transactions USD Continued

Money Market Mutual Fund Activity

	Fund	Ticker	7 day simple yield	Beginning Price	Ending Price
	Goldman FS Gov Inst 465	FGTXX	3.53	1.0000	1.0000
Transaction Date	Activity	Shares	Dividend Amount	Market Value	Share Balance
Beginning Balance				76,701,133.15	76,701,133.15000
06/01/2026	Dividend		300,835.60		76,701,133.15000
06/01/2026	Reinvest Dividend	300,835.60000		300,835.60	77,001,968.75000
06/02/2026	Redemption	(2,072,138.48000)		(2,072,138.48)	74,929,830.27000
06/15/2026	Purchase	1,623.64000		1,623.64	74,931,453.91000
06/22/2026	Purchase	881.16000		881.16	74,932,335.07000
06/23/2026	Purchase	2,547.96000		2,547.96	74,934,883.03000
Ending Balance			300,835.60	74,934,883.03	74,934,883.03000

Statement of Billing Fees Collected - This is Not A Bill

Fees Collected via [CASH]

	Fund	Ticker	7 day simple yield	Beginning Price	Ending Price
Date	Description	Quantity	Rate	Amount	
05/01/2026	ACCT MAINT FEE	1.00	25.00	25.00	
05/01/2026	HOLDINGS - MUNI/CORP	10.00	5.00	50.00	
Total				75.00	

†† Limited security description available, please contact Customer Service at WFSCustomerService@wellsfargo.com or 1-800-645-3751, option 5 for any questions.

††† There is not an active market for this investment; a market price, and therefore a market value, is not available (N/A).

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**CITY OF LOS BANOS
CITY COUNCIL MEETING MINUTES
Aug 5, 2026**

***ACTION MINUTES** – These minutes are prepared to depict action taken for agenda items presented to the City Council. For a detailed account of this meeting, refer to the video recording available on YouTube, which serves as a permanent record.*

CALL TO ORDER: Mayor Amabile called the City Council Meeting to order at the hour of 6:18 p.m.

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

ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT: Council Members Mitzy Perez – District 1 (*appeared remotely via ZOOM*), Refugio LLamas – District 2, Marcus Chavez – District 3, Deborah Lewis – District 4, Mayor Michael Amabile

STAFF MEMBERS PRESENT: City Manager Than, City Attorney Lerner, City Clerk Mallonee, Community & Economic Development Director Souza Elms, Police Chief Reyna, Public Works Director Via, Interim Fire Chief Dornbush, Finance Director Moreno, Parks & Recreation Director Heim, Human Resources Director Carlos

PRESENTATIONS.

PROCLAMATION – RECOGNIZING AMERICAN HERO INITIATIVE. Mayor Amabile presented the certificate to Maria Castellanos who was present to accept.

PROCLAMATION – RECOGNIZING PARENT LEADERS OF LOS BANOS AND PARENT INSTITUTE FOR QUALITY EDUCATION (PIQE). Mayor Amabile presented the certificate to Adolfo Lopez (PIQE), Hilaria Jauregui, Gabriela Salcido and Armanda Ruiz who were present to accept.

PROCLAMATION – RECOGNIZING NATIONAL HEALTH WEEK. Mayor Amabile presented the certificate to Yamilet Valladolid who was present to accept.

CALTRANS UPDATES FOR PROJECT IN MERCED COUNTY. Mayor Amabile and City Manager Than presented a PowerPoint presentation. Mayor Amabile reported that Caltrans recently provided a detailed update at an MCAG meeting in response to community questions regarding transportation projects, including improvements associated with the San Luis Reservoir Dam Raise Project. The presentation highlighted several planned projects, including a \$6 million roundabout at Highway 165 and Vineyard/Dove Street; a \$34.8 million Highway 152 pavement rehabilitation project through Los Banos with pavement, bicycle, pedestrian, and ADA improvements; a \$28.1 million Highway 165 pavement and pedestrian improvement project; a \$6.2 million safety improvement project at Highway 165 and Wilmot Road; an \$18.2 million roundabout at

Highway 152 and Volta Road; and a \$10 million roundabout at the Highway 140/165 intersection. City Manager Than provided additional information regarding the Highway 165 improvement project, noting that pedestrian and bicycle enhancements, including bike lanes and other active transportation features, were incorporated in response to community feedback and to improve safety for all users. Mayor Amabile also reported on planned improvements associated with the San Luis Reservoir Dam Raise Project, noting that Caltrans intends to maintain four lanes of traffic on Highway 152 during construction by utilizing the existing median, reducing the potential for significant traffic congestion. Additional information was provided regarding a \$94.8 million Interstate 5 rehabilitation project through Merced County, which will include pavement, drainage, safety, and traffic management improvements. Mayor Amabile concluded by emphasizing the City's ongoing efforts to work with Caltrans and MCAG to improve transportation infrastructure and highway safety throughout the region.

PUBLIC FORUM: THIS TIME IS RESERVED FOR MEMBERS OF THE PUBLIC WHO WISH TO ADDRESS THE CITY COUNCIL ON ITEMS THAT ARE NOT ON THE AGENDA AND THAT ARE WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL. SPEAKERS MUST DIRECT THEIR COMMENTS TO THE CITY COUNCIL AND LIMIT THEIR COMMENTS TO NO MORE THAN THREE (3) MINUTES. IT IS REQUESTED THAT NO COMMENTS BE MADE DURING THIS PERIOD ON ITEMS ON THE AGENDA. THE PUBLIC WILL HAVE AN OPPORTUNITY TO COMMENT ON ITEMS ON THE AGENDA ONCE THE ITEM HAS BEEN CALLED AND THE MAYOR OPENS THE ITEM TO THE PUBLIC. THE CITY COUNCIL IS PROHIBITED BY LAW FROM TAKING ANY ACTION ON MATTERS DISCUSSED THAT ARE NOT ON THE AGENDA. NO ADVERSE CONCLUSIONS SHOULD BE DRAWN IF THE CITY COUNCIL DOES NOT RESPOND TO PUBLIC COMMENT AT THIS TIME. SPEAKERS ARE NOT ALLOWED TO SURRENDER/ CEDE THEIR PUBLIC COMMENT TIME.

Mayor Amabile opened the public forum. AMY BONILLAS, District 4, spoke regarding the high number of “super commuters” in Los Banos and the importance of creating local employment opportunities. She addressed the City's newly created Public Information Officer position and stated that she believed qualified local candidates were available. Ms. Bonillas questioned the decision to select a candidate from outside the area and raised concerns regarding the candidate's employment background, community ties, and ability to speak Spanish. She emphasized the importance of having someone in the position who understands and is connected to the Los Banos community. TOM KALJIAN spoke regarding Caltrans and the Highway 152 traffic signal project. He expressed frustration with the current signal timing, stating that motorists attempting to cross Highway 152 can wait more than two minutes even when there is little or no opposing traffic. He suggested Caltrans improve the signal timing or utilize traffic sensors to allow traffic to proceed when conditions permit. ERASMO VIVEROS commented on Consent Agenda Items H, I, and J, questioning the approximately \$250,000 expenditure and why a local dealership was not selected. He expressed concern about the economic impact of awarding the purchase to a business outside the community and encouraged the City to consider local businesses when making such purchases. No one else came forward to speak and the public forum was closed.

CONSIDERATION OF APPROVAL OF CONSENT AGENDA. Council Member LLamas requested that item K – City Council Resolution No. 7132 – Authorizing the City Manager to Execute Amendment No. 3 to the Landscape Maintenance Services Agreement Between the City of Los Banos and Ronny's Inc. be removed from the Consent Agenda for discussion and Council Member Lewis also requested that the item be pulled for discussion and a for separate vote.

Mayor Amabile invited the public to come forward to speak. No one came forward.

Motion by Lewis, seconded by LLamas to approve the consent agenda items as follows: Check Register for #258687 – #259361 in the Amount of \$6,341,605.56; City Council Meeting Minutes for July 1, 2026; City Council Resolution No. 7124 – Authorizing Award of a Contract to Anthony J. Prieto Water Well drilling, Inc. in the Amount of \$297,650 with a 15% Contingency in the Amount of \$44,647 for Well No. 16 Test Well No. 2 Project; City Council Resolution No. 7125 – Accepting Public Improvements for the Southpointe at Regency Park Basin Pump Station; City Council Resolution No. 7126 – Approving and Adopting Final Tract Map No. 2015-02 Northpointe at Regency Park Phase 2 and Accompanying Subdivision Improvement Agreement; City Council Resolution No. 7127 – Entering into a Landscape Maintenance Agreement with the California Department of Transportation Along State Route 152 for Encroachment Permit #1025-6-CS-1918(Camarena Health); City Council Resolution No. 7128 – Approving the First Amendment to a Professional Services Agreement with MuniTemps (Government Staffing Services, Inc) to Increase the Total Not-to-Exceed Amount from \$30,000 to \$160,000 (Special Project Manager/Assistant Public Works Director); City Council Resolution No. 7129 – Approving the Purchase of Three (3) 2027 Dodge Durango Pursuit Vehicles in the Amount of \$164,318.63 from Winner Chevrolet/Elk Grove Auto Group through the State of California Contract No. 1-22-23-23D; City Council Resolution No. 7130 – Approving the Purchase of One (1) 2026 Chevrolet Silverado Maintenance Vehicle in the Amount of \$48,973.24 from Winner Chevrolet/Elk Grove Auto Group through the State of California Contract No. 1-22-23-20D; City Council Resolution No. 7131 – Approving the Purchase of One (1) 2026 Chevrolet Colorado Code Enforcement Vehicle in the Amount of \$40,929.20 from Winner Chevrolet/Elk Grove Auto Group through the State of California Contact No. 1-22-23-23D; ~~City Council Resolution No. 7132 – Authorizing the City Manager to Execute Amendment No. 3 to the Landscape Maintenance Services Agreement Between the City of Los Banos and Ronny's Inc.~~ The motion carried by the following roll call vote: AYES: Chavez, Lewis, LLamas, Perez, Mayor Amabile; NOES: None; ABSENT: None.

City Council Resolution No. 7132 – Authorizing the City Manager to Execute Amendment No. 3 to the Landscape Maintenance Services Agreement Between the City of Los Banos and Ronny's Inc. Council Member LLamas reported receiving concerns from residents regarding the condition and maintenance of City parks by Ronnys, Inc. He questioned whether the contractor has the capacity to fulfill all of its responsibilities and raised concerns regarding the number and use of Ronnys vehicles and whether the services are being performed efficiently. Council Member Lewis reported conducting a survey of her district, including the Ortigalita area, and shared photographs with the Council showing

examples of landscaping and maintenance concerns. She noted that while some areas maintained by Ronnys are in excellent condition, all City areas need to receive consistent maintenance. She referenced the approximately \$1 million payment to Ronnys the previous month compared to approximately \$27,000 this month and questioned how the Ortigalita area had reached its current condition and who is responsible for inspecting the contractor's work. She stated that the City pays a significant amount for landscaping services and residents deserve a higher level of service. Mr. Heim responded that tree maintenance is not included in the current Ronnys contract and that trees present unique maintenance challenges. He explained that tree work can be bid separately but has also been added to the contract when appropriate. He also addressed challenges associated with maintaining soccer fields, Ronnys vehicle concerns, and mulch replacement, noting that mulch replacement is not part of the regular contract. He clarified that there are 28 locations that are not included in the current contract. Council Member Lewis questioned why Ronnys is permitted to plant trees if tree maintenance is not included in the landscape maintenance contract. Council Member Perez asked about the process for rebidding the landscaping contract and what additional costs would be associated with adding the locations and services discussed. Mr. Heim and City Manager Than responded that the City could conduct a new competitive bidding process, but the City is required to follow California law and provide the appropriate due process. The current Ronnys contract expires in June 2028. Council Member Chavez stated that the City needs to do better and conduct its due diligence regarding landscaping services. He indicated that rebidding the contract was not necessarily required at this time and stated that purchases or contracts involving businesses outside the community should be adequately explained to the public.

Mayor Amabile invited the public to speak. BLANCHE JORGE spoke in support of a local landscaping company, noting that the company employs approximately 50 people, has remained in the community through various challenges including COVID-19, and has made improvements to its operations. She described the company as a responsible local business that contributes to the community and takes care in its work. No one else came forward to speak.

Mayor Amabile asked Mr. Heim about the anticipated hiring of the City's new inspector. Mr. Heim stated that Human Resources is phasing recruitments and that the inspector position is an upcoming recruitment. Council Member LLamas clarified that the intent of the discussion was to begin a conversation and work through the concerns regarding park maintenance, with the goal of ensuring the City looks its best, maintaining a positive relationship with the contractor, and providing parks that the community can enjoy. Council Member Lewis emphasized that first impressions are important, particularly for visitors and individuals driving through the City. She again questioned whether inspections of the contractor's work are being conducted by City staff or Ronnys staff. Mayor Amabile stated that the City must move forward with the existing contract and noted that, based on his experience, Ronnys has been responsive to the City's requests. He emphasized the importance of ensuring that City parks and public areas are maintained to the highest possible standard.

Motion by Chavez, seconded by Lewis to adopt City Council Resolution No. 7132 – Authorizing the City Manager to Execute Amendment No. 3 to the Landscape Maintenance Services Agreement Between the City of Los Banos and Ronny's Inc. The motion carried by the following roll call vote: AYES: Chavez, Lewis, LLamas, Perez, Mayor Amabile; NOES: None; ABSENT: None.

CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7133 – APPROVING THE FISCAL YEAR 2026-2027 ANNUAL REPORT FOR THE LOS BANOS DOWNTOWN PROPERTY AND BUSINESS IMPROVEMENT DISTRICT (PBID).

Community & Economic Development Director Souza Elms presented the staff report, which included a PowerPoint presentation, explaining that the PBID is intended to enhance property values, support business retention and attraction, increase economic activity, and promote Downtown Los Banos. The district encompasses the downtown core, generally bounded by Fifth Street to the west, Seventh Street to the east, K Street to the south, and the alley north of I Street. The district includes 77 assessed parcels and 55 property owners, with no boundary changes proposed. The proposed improvements and activities for FY 2026-27 remain consistent with the Management District Plan and will continue to be administered by the Los Banos Downtown Association. Programs include Maintenance and General Security, Marketing and Placemaking, and Administration and Operations. Maintenance and security activities include sidewalk pressure washing and gum removal, litter and debris removal, graffiti removal, landscaping, trash receptacle maintenance, parking lot maintenance, expanded security camera systems, and coordination with the Los Banos Police Department for crime prevention. Marketing and placemaking activities include website and social media marketing, community branding, promotional campaigns, visitor outreach, wayfinding signage, streetscape enhancements, and community events such as the Wine Stroll, Champagne Stroll, Fall Beer Walk, Holiday Scavenger Walk, Certified Farmers' Market, Farm-to-Table Dinner, Fourth of July celebration, Veterans Memorial Banner Program, and Día de los Muertos celebration. Administration and operations include staffing, office expenses, legal, accounting and insurance costs, rent, utilities, postage, and other expenses necessary to operate the district. The initial annual assessment established in 2025 was \$176,047.76. The budget is allocated with 42.5% for Maintenance and General Security, 42.5% for Marketing and Placemaking, and 15% for Administration and Operations. The Los Banos Downtown Association Board of Directors approved a 2.4% increase for FY 2026-27, totaling \$4,225.15, resulting in a total budget of \$180,272.91. The increase is within the Management District Plan's maximum annual increase of 3% and is based on the Consumer Price Index. The assessment rate will increase from \$0.31 per square foot to approximately \$0.31744 per square foot. Making note that Executive Director Maribel Garcia and representatives of the Los Banos Downtown Association were present to answer questions and provide additional information regarding upcoming programs and activities.

Mayor invited the public to come forward. No one came forward to speak. City Clerk Mallonee read a letter from KATHY BALLARD questioning whether the current use of PBID funds is sufficiently benefiting downtown, noting that the City is the largest property owner and contributor within the district. She expressed concerns regarding downtown

maintenance, business vacancies, and the lack of unique businesses to attract visitors and tourists. She encouraged greater emphasis on attracting new businesses and preparing downtown properties for prospective tenants.

Council Member Lewis stated that she would like to hear from the organization about what they have done from last year to this year. Maribel Garcia representing Los Banos Downtown Association highlighted the Association's seasonal walk series, Veterans Banner Program, downtown streetscape lighting, security system expansion, music, and upcoming monument signs. She noted that more than 20 businesses participate in the seasonal walk events and that the programs have generated positive feedback and increased foot traffic. She also discussed plans to expand Oktoberfest and other community events, update the Association's website, increase tourism outreach, and collaborate with other downtown associations throughout the region. She emphasized the ongoing maintenance, security, marketing, and placemaking activities supported by the PBID and stated that the Association continues to work closely with businesses, property owners, and the community. In response to a question regarding the cost of the Fourth of July fireworks, Ms. Garcia stated that the cost was approximately \$21,000, compared to the usual \$18,000, and noted that the Association would be open to continuing the event on July 4th through coordination with the City. Council members thanked Ms. Garcia for the information and expressed support for increased communication and collaboration with downtown businesses. Council Member Chavez noted that he had attended a recent Downtown Association meeting to better understand the activities and encouraged continued engagement with downtown business owners.

Mayor Amabile asked about the additional cost of holding the fireworks on July 4th and Ms. Garcia provided information regarding the event and future planning. Council Member Chavez noted that he had attended the Downtown Association's recent meeting to better understand its activities. Council Member LLamas stated that there is value in having an organization focused on promoting downtown businesses. He noted that he regularly attends downtown events, visits local businesses, and speaks with downtown merchants. He reported that some business owners have questioned the direct benefit of the Downtown Association and expressed concerns that increased costs could ultimately be passed on to consumers. Mayor Amabile characterized the proposed increase as a cost-of-doing-business adjustment. Council Member Lewis stated that the PBID is intended to benefit downtown property and business owners and encourage additional businesses to locate downtown. She discussed the importance of attracting visitors, encouraging people to socialize and spend money downtown, and suggested meeting individually with downtown merchants to obtain their input. She also discussed downtown beautification and the need for continued improvements, noting there is significant potential for growth. Council Member Chavez stated that property owners may need to make additional investments in their properties to attract businesses. Council Member LLamas asked about the City's contribution to the PBID. City Manager Than stated that the City's assessment was approximately \$30,000 in the prior fiscal year. Council Member Perez asked whether the Downtown Association has data showing whether its programs have increased downtown foot traffic. Council Member Lewis asked whether the Association should be required to provide statistics or other performance data when

requesting future assessment increases. City Attorney Lerner clarified that the item before the Council was for approval of the proposed assessment increase. Council Member Perez asked whether there was data demonstrating the results of its programs, such as increased foot traffic and other measurable benefits. She suggested providing this information in future reports to demonstrate the effectiveness of the Association and for transparency.

Motion by Amabile, seconded by Chavez to adopt City Council Resolution No. 7133 – Approving the Fiscal Year 2026-2027 Annual Report for the Los Banos Downtown Property and Business Improvement District. The motion carried by the following roll call vote: AYES: Chavez, Lewis, LLamas, Perez, Mayor Amabile; NOES: None; ABSENT: None.

CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7134 – APPROVING AND ADOPTING THE SMALL BUSINESS INFOMERCIAL PROGRAM

POLICY. Community & Economic Development Director Souza Elms presented the staff report, which included a PowerPoint presentation, explaining that this program is intended to build on the City's "Shop Smart, Support Local" campaign and expand a pilot program that featured local small businesses through promotional videos. The pilot program received positive feedback from participating businesses and residents. Under the proposed policy, eligible businesses must be located in Los Banos, hold a valid City business license, and be in compliance with applicable regulatory agencies. Two businesses would be selected each month for a 12-month period, with video production provided at no cost and the completed videos published on the City's social media platforms. Businesses would also be permitted to share the videos on their own platforms. Applications would be accepted during a 60-day application period and reviewed by a selection committee consisting of one City Council Member, one Planning Commission Member, a representative of the Los Banos Downtown Association, a representative of the Los Banos Chamber of Commerce, and one Community and Economic Development Department staff member. The committee would score applications based on eight criteria, including community impact, economic contribution, community character and story, marketing value, community engagement, application completeness, small business priority, and local ownership. Selected applications would be presented to the City Council for review and approval.

Mayor Amabile invited the public to come forward and speak. DOMINGO SANDOVAL, owner of Sandoval Wood Creations/SWC Jumpers, spoke in support of the Small Business Infomercial Program. He stated that the City's promotional video has been used to promote his business in other communities and has helped showcase his business and its contributions to the community. VERONICA SANTANA AND ALEX SANTANA, owners of Mid-Valley Truck School, spoke in support of the program. They stated that their infomercial significantly increased their social media and website activity and helped increase awareness of their local business. They expressed appreciation for the City's support and encouraged continuation of the program. DANIEL HERRERA, owner of Rare Coffee, spoke in support of the program and stated that the infomercials are particularly beneficial for helping residents discover local businesses and connect a face with the

business. He noted that social media marketing has contributed to increased business activity and employment opportunities and encouraged the City Council to approve the program as a low-cost economic development tool. KHALID SANCHEZ, owner of Viti's Boutique, spoke via Zoom in support of the program. He stated that his business participated in an infomercial and received positive community response and support. He also noted that producing the video in Spanish helped reach Spanish-speaking members of the community.

Council Member Lewis recommended clarifying the eligibility requirements to specify that participating businesses must be located within the City of Los Banos and suggested adding language requiring businesses to maintain a valid business license and comply with applicable City ordinances. City Attorney Lerner confirmed the proposed language was acceptable. Council Member LLamas asked what led to limiting the program to 24 businesses. Ms. Souza Elms explained that the limit is based on budget capacity and staff's ability to create, edit, and produce the promotional content. Council Member LLamas also asked whether businesses could reapply in a future cycle and Ms. Souza Elms clarified that a business is eligible to participate only one time.

Motion by Lewis, seconded by Perez to adopt City Council Resolution No. 7134 – Approving and Adopting the Small Business Informercial Program Policy with the addition of “and ordinances” to the requirement that businesses comply with all applicable local regulations. The motion carried by the following roll call vote: AYES: Chavez, Lewis, LLamas, Perez, Mayor Amabile; NOES: None; ABSENT: None.

CONSIDERATION OF ADOPTION OF CITY COUNCIL RESOLUTION NO. 7135 – RATIFYING THE CITY MANAGER'S APPROVAL OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LOS BANOS AND BRANDON DORENBUSH AS EMPLOYEE FOR THE POSITION OF FIRE CHIEF.

City Manager Than presented the staff report, making note that an extensive selection process was conducted beginning in May and that Chief Dorenbush was selected from a highly competitive pool of candidates. He highlighted his more than 30 years of fire service experience, education, certifications, and performance while serving as Interim Fire Chief. Upon approval, Chief Dorenbush's permanent appointment will be effective August 16, 2026, with an annual base salary of \$186,315, plus applicable certificate and education pay and employee benefits.

The Mayor and Council members congratulated Chief Dorenbush and expressed appreciation for the selection process and his leadership of the Fire Department.

Mayor Amabile invited the public to come forward to speak. No one came forward to speak.

Motion by Lewis, seconded by Perez to adopt City Council Resolution No. 7135 – Ratifying the City Manager's Approval of the Employment Agreement Between the City of Los Banos and Brandon Dorenbush as Employee for the Position of Fire Chief. The

motion carried by the following roll call vote: AYES: Chavez, Lewis, LLamas, Perez, Mayor Amabile; NOES: None; ABSENT: None.

Fire Chief Dorenbush expressed his appreciation for the opportunity to continue serving the City of Los Banos and thanked the City Manager, City Council, and staff for their trust and confidence. He stated that he looks forward to working with the Fire Department and helping move the organization forward. City Manager Than announced that a badge-pinning ceremony for Chief Dorenbush will be held on August 21, 2026, with additional details to be provided.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ACCEPTING THE MILITARY EQUIPMENT USE REPORT PURSUANT TO THE REQUIREMENT OF AB-481.

City Attorney Lerner presented the staff report, which included a PowerPoint presentation, explaining that the law requires agencies to provide an annual public report regarding the funding, acquisition, and use of equipment designated as “military equipment” and to provide an opportunity for public comment. The report will also be posted on the Los Banos Police Department website, along with prior annual reports. The Police Department has equipment falling within five of the 15 categories identified under AB 481, including unmanned aerial vehicles, command and control vehicles, specialized firearms and ammunition, chemical munitions, and kinetic energy weapons and munitions. The report identifies the equipment, quantities, capabilities, costs, purpose, authorized use, expected lifespan, and fiscal impact. During the July 2025 through July 2026 reporting period, the Department acquired suppressors and 25 cases of .223 ammunition totaling approximately \$12,050. No new unmanned aerial vehicles, command and control vehicles, pepper ball launchers, or projectile launch platforms were acquired. The Police Department conducted more than 100 unmanned aerial vehicle missions, including stormwater evaluations, tactical operations, and locating wanted subjects. The mobile command post was deployed approximately four times for critical incidents. There were no reported applications of firearms, pepper ball launchers, or projectile launch platforms involving members of the public during the reporting period. The Police Department reported zero citizen complaints, zero uses of force, and zero policy violations involving military equipment during the reporting period. Periodic audits were conducted to monitor use-of-force reports and public complaints involving the equipment.

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

This was an informational item only; no formal action was taken.

PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF RENEWING SECTIONS 4-12.01 THROUGH 4-12.06 OF TITLE 4, CHAPTER 12 OF THE LOS BANOS MUNICIPAL CODE – MILITARY EQUIPMENT USE (FIRST READING & INTRODUCTION).

City Attorney Lerner presented the staff report, explaining that AB 481 requires the City Council to annually review and renew the City's Military Equipment Use Ordinance and determine whether continued authorization of

each category of military equipment remains appropriate. She stated that the annual report demonstrated continued compliance with the City's adopted policy, including proper use, training, operational deployments, costs, and the absence of complaints or policy violations. Staff recommended renewal of Ordinance No. 1217, Sections 4-12.01 through 4-12.06 of Title IV, Chapter 12 of the Los Banos Municipal Code, with no modifications to the existing policy or ordinance. A community engagement meeting is scheduled for August 21, 2026, from 4:00 to 5:00 p.m. at the Police Department Training Room. Community feedback received at the meeting will be reported to the City Council when the ordinance returns for second reading at the September City Council meeting. Ms. Lerner clarified that the ordinance is already codified in the Municipal Code and no changes are being made; the action is solely to renew the ordinance as required by AB 481.

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

Motion by Chavez, seconded by LLamas to waive the first reading and introduce Ordinance No. 1217 – Renewing Title 4, Chapter 12 of the Los Banos Municipal Code Authorizing the Funding, Acquisition, and Use of Military Equipment Pursuant to California Government Code Section 7071(e). The motion carried by the following roll call vote: AYES: Chavez, Lewis, LLamas, Perez, Amabile; NOES: None; ABSENT: None.

CITY DEPARTMENT REPORTS.

Community & Economic Development. Director Souza Elms provided an update on the Planning Commission meeting scheduled for August 12, 2026, at 6:00 p.m. Items include cottage food operations for Happy Bee at 635 Westminster Way and Uncle Nate's Cookies at 1181 Obsidian Court; a Conditional Use Permit for Burlington to be added to the existing pylon sign at Ortigalita and Pacheco Boulevard; a site plan review for shade sail structures at two City parks; a site plan review for a Sutter Health ancillary facilities building at 520 West I Street; and a design review for an AT&T Mobility monopole cellular tower at 1301 West Pacheco Boulevard, designed to resemble a redwood tree. The meeting will be held in the Council Chambers and available via Zoom.

Finance. Director Moreno reported that the City is closing out FY 2025-26 financials and beginning the annual audit and new fiscal year budget process. She announced that the Purchasing Manager position has been posted to strengthen contract compliance, procurement, and the City's purchasing power. Ms. Moreno also provided an update on the PBID audit, noting that fieldwork and testing are complete and the auditors are in the review phase, with the audit expected to be completed within the next few weeks. She reported that CPI-related rate increases took effect July 1 and will appear on customers' August utility bills. Moreno reminded residents experiencing difficulty paying water bills to contact the City for payment arrangements and noted that the number of water shutoffs continues to decrease.

Parks & Recreation. Director Heim reported that the latest recreation guide has been released and is available at the Community Center. He invited the community to the Movie Night in the Park featuring *Scooby-Doo* on August 22 at College Greens Park. He thanked First 5 for a \$700 sponsorship and Rare Earth for hosting Parks and Recreation Day and donating more than \$1,200 toward recreation programs. Mr. Heim also reported that the new pickleball courts have been very well received and are seeing heavy use, particularly by local teens.

Human Resources. Director Carlos reported that the HR Department participated in National Night Out to engage with the community, provide City information, and promote employment opportunities. She also reported that the department continues recruitment efforts to fill positions recently approved by the City Council, with the next round of new employee introductions expected at the following Council meeting.

Public Works. Director Via reported that construction has begun on the 2026 Street Rehabilitation – Phase I project, including ADA improvements at intersections on West I Street, Granada Circle, and Pennsylvania Avenue near Page Park. A pre-construction meeting is scheduled for Well 16. He also reported that bids will be opened for the Downtown Alley Repaving Project, including the alley behind City Hall, and a pre-bid meeting will be held for the De Anza Way project. Mr. Via announced that the traffic signal at Ortigalita Road and Pioneer Road is now operational, marking completion of the first phase of the Pioneer Complete Streets Project, with only minor punch-list items remaining.

Fire. Chief Dorenbusch thanked the Police Department and Fire Department staff for their participation in National Night Out, which he described as a successful event. He noted that the squirt-gun fire extinguishers were particularly popular, with more than 1,000 distributed. Residents also had an opportunity to view the City's new fire engine, which is expected to enter service by September. Chief Dornbusch also announced that two new employees will be joining the Fire Department this month and are expected to be introduced at the August 19th Council meeting.

Police. Chief Reyna reported that Officers Mitchell and Burgo recently joined the department and are currently in the first phase of field training. A lateral police officer is also in the background process, with new officers expected to be introduced at the next Council meeting. Chief Reyna reported a 23.4% reduction in traffic collisions from January through June 2026 compared with the same period in 2025, and a 40.5% reduction in June 2026 compared with June 2025. He credited the newly established Traffic Division and thanked the City Council and City Manager for their support. He also reported that National Night Out drew more than 3,000 attendees and thanked staff, volunteers, Police Explorers, and participating City departments, with special recognition to Sergeant Mendez for coordinating the event. The Citizen Academy also began with its first class and will continue for several weeks. Chief Reyna congratulated Fire Chief Dornbusch on his appointment and welcomed the opportunity to work with him.

CITY ATTORNEY REPORT. City Attorney Lerner thanked the Police Department for its support and organization of National Night Out, noting that she and Alex enjoyed the event and are already looking forward to planning for next year.

CITY MANAGER REPORT. City Manager Than reflected on the success of National Night Out and expressed pride in City employees' engagement with the community. He noted that approximately 178–179 of the City's 220 employees are Los Banos residents, emphasizing the City's commitment to hiring locally while also bringing in qualified talent from outside the community. Mr. Than also announced that 18 new employees are scheduled to be introduced at the next City Council meeting.

CITY COUNCIL MEMBER REPORTS:

MARCUS CHAVEZ – DISTRICT 3: Congratulated Fire Chief Brandon Dornbusch and praised the turnout at National Night Out, noting that the event was very busy and well attended. He also complimented the road improvement work underway and encouraged residents to attend the upcoming backpack giveaway event at the fairgrounds.

DEBORAH LEWIS – DISTRICT 4: Congratulated Fire Chief Brandon Dornbusch and praised the success of National Night Out, sharing that she and staff had a great time interacting with the community. She thanked City staff and department heads for their efforts in organizing the event and providing information to residents. She also expressed appreciation for the completion and activation of the Pioneer Road and Ortigalita Road traffic signal and noted her involvement in creating an informational video about the project. She reported that there was no Air District meeting in July due to the annual summer hiatus and thanked City staff for their continued hard work.

MITZY PEREZ – DISTRICT 1: Congratulated Fire Chief Dornbusch and thanked him for allowing her to visit the fire station and gain insight into the daily operations and challenges faced by the Fire Department.

REFUGIO LLAMAS – DISTRICT 2: Thanked Police Chief Reyna, department personnel, Sergeant Ivan Mendez, participating agencies, vendors, and the community for their efforts and strong turnout at National Night Out. He noted that residents have been requesting additional shade at City parks and expressed interest in beginning discussions regarding the Aquatic Center, including potential site selection. He congratulated Fire Chief Dornbusch and expressed confidence in his leadership as the City looks toward future fire station and operations center needs.

MICHAEL S. AMABILE – MAYOR: Praised the strong turnout at National Night Out, estimating approximately 3,000 attendees, and noted the community's enthusiastic participation. He addressed ongoing concerns with Caltrans traffic signal timing, including the Highway signals at 11th Street and H Street, noting that the City has invested in coordinating the signals and that City Manager Than has been working with Caltrans to address the issue. Mayor Amabile also requested additional information regarding the City's vehicle purchasing and bidding process. City Manager Than suggested addressing

the matter as part of the upcoming comprehensive review of the City's purchasing policy. Mayor encouraged residents to stay safe during the ongoing heat.

CLOSED SESSION – ANTICIPATED LITIGATION, INITIATION OF LITIGATION PURSUANT TO PARAGRAPH (4) OF SUBDIVISION (D) OF SECTION 54956.9 OF THE GOVERNMENT CODE (DECIDING WHETHER TO INITIATE LITIGATION): FOUR CASES. Mayor Amabile invited the public to come speak, no one came forward to speak.

Motion by Amabile, seconded by Lewis to authorize the initiation of litigation and receivership proceedings against the following owners and properties, all located in the City of Los Banos: Rachel Thompson, 2257 Canal Farm Lane; Magincalda Leroy Farham/Donald Thomas, 940 East Pacheco Boulevard; and the Estate of/Heirs of Bernard Gardner, 1036 Iowa Avenue and 640 West K Street. The motion carried by the following roll call vote: AYES: Amabile, Lewis, LLamas, Perez; NOES: No; ABSENT: Chavez.

CLOSED SESSION – CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OR (3) OF SUBDIVISION (D) OF SECTION 54956.9 OF THE GOVERNMENT CODE: ONE CASE. Mayor Amabile invited the public to come speak, no one came forward to speak.

Mayor Amabile stated that direction was given to staff, no reportable action.

ADJOURNMENT. The meeting was adjourned at 9:50 p.m.

APPROVED:

Michael S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

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City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile and City Council Members

FROM: William Via, Public Works Director

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: Authorization to Apply for, Accept, and Execute a Caltrans Division of Aeronautics Airport Improvement Program (AIP) Matching Grant for Los Banos Municipal Airport Project No. 3-06-0140-011-2025

Recommendation:

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to apply for, accept, and execute a Caltrans Division of Aeronautics Airport Improvement Program (AIP) Matching Grant for Los Banos Municipal Airport Project No. 3-06-0140-011-2025.

Background:

On October 1, 2025, the City of Los Banos received a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant in the amount of \$70,300 for the design phase of the Runway Rehabilitation Project (AIP Project No. 3-06-0140-011-2025).

The FAA grant covers 90% of eligible project costs, requiring a 10% local match from the City's Airport Enterprise Fund. On October 1, 2025, the City Council approved acceptance of the grant and amended the budget to recognize the associated federal and local funding.

The Caltrans Division of Aeronautics administers the AIP Matching Grant Program, which provides local sponsors with up to 5% of the FAA grant amount to offset part of their required local match. Based on the City's FAA award, Los Banos is eligible to receive approximately \$3,515 in State matching funds.

Discussion:

The AIP Matching Grant reimburses a portion of the City's previously committed local share. To receive these funds, the City must submit a formal application and supporting

documentation to Caltrans, along with an adopted City Council Resolution authorizing the City to:

1. Apply for the AIP Matching Grant;
2. Accept the allocation once awarded; and
3. Execute the grant agreement, designating the City Manager as the authorized signatory.

This action does not modify the FAA project scope or design—it simply recovers a portion of the local match previously approved.

Following approval, staff will complete the required Caltrans forms (DOA-0012 and DOA-0007) and submit them with the Resolution to receive the State matching reimbursement.

The total project cost remains \$78,111 and is comprised as follows:

- FAA grant: \$70,300
- Caltrans AIP Matching Grant: \$3,515
- Local share: \$4,296 from the Airport Fund

Fiscal Impact:

Adoption of this Resolution will allow the City to receive AIP Matching Grant funds of \$3,515 budgeted in State Grant Revenue account 505-000-334-010. All grant funding and expenditure costs for the design phase of the Runway Rehabilitation Project have been included in the 2026-2027 Fiscal Year budget.

Reviewed by:



Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution: Caltrans Division of Aeronautics AIP Matching Grant
2. Form DOA-0012 (Application)
3. Form DOA-0007 (Request for Matching Grant)

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS BANOS AUTHORIZING
THE SUBMITTAL OF AN APPLICATION,
ACCEPTANCE OF AN ALLOCATION OF
FUNDS, AND EXECUTION OF A GRANT
AGREEMENT WITH THE CALIFORNIA
DEPARTMENT OF TRANSPORTATION FOR
AN AIRPORT IMPROVEMENT PROGRAM
(AIP) MATCHING GRANT**

WHEREAS, the City of Los Banos and the Federal Aviation Administration (FAA) are parties to AIP Grant No. 3-06-0140-011-2025 for the Runway Rehabilitation Design Project at the Los Banos Municipal Airport; and

WHEREAS, the California Department of Transportation (Caltrans) Division of Aeronautics, pursuant to Public Utilities Code Section 21683.1, provides grants of up to five percent (5%) of Federal Aviation Administration Airport Improvement Program grants to assist airport sponsors with matching funds; and

WHEREAS, the California Department of Transportation requires the City Council to adopt a Resolution authorizing the submission of an application, acceptance of an allocation of funds, and authorizing the City Manager to execute a grant agreement for participation in the AIP Matching Grant Program; and

WHEREAS, AIP Matching Grant funds of \$3,515 have been included in the 2026-2027 Fiscal year budget in State Grant Revenue account 505-000-334-010.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby:

1. Authorize filing an application for a State AIP Matching Grant for AIP Project No. 3-06-0140-011-2025 – Runway Rehabilitation Design;
2. Authorize accepting the allocation of State AIP Matching Grant funds for said project; and
3. Authorize the City Manager to execute an AIP Matching Grant Agreement for said project.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP)**STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION**

DOT DOA-0012 (REV 07/2026)

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (5 U.S.C. Section 552 et seq.) and the Information Practices Act of 1977 (IPA) (Civil Code Sections 1798 et seq.) declares that the right to privacy is a personal and fundamental right protected by the California and United States Constitutions. Please be advised that this form requests personal information. The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, the individual's name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual. (Civil Code, § 1798.3, subdivision (a).)

Information Collection and Access: California law requires the following information to be provided when collecting information from individuals. (See, for example, Civil Code, § 1798.17.)

Agency Name and Division Within the Agency Requesting the Information:

California Department of Transportation, Division of Aeronautics

Title of Official Responsible for Information Maintenance:

For more information, please contact the Office Chief for the Office of Technical Services & Programs at (916) 879-2965, in writing at Office of Technical Services & Programs, 1120 N Street, MS- 40, Sacramento, CA 95814, or by email at aeronauticsGL@dot.ca.gov.

Maintenance of the Information Authorized By:

Information Practices Act (Civil Code Section 1798 et seq.)

Consequences of Not Providing All or Any Part of the Requested Information:

This information is mandatory. Failure to provide all information requested may result in processing delays.

Principal Purpose(s) for Which the Information Will Be Used:

The request for personal information is to facilitate processing this form and review eligibility for the program.

Known Disclosures:

The information shall be disclosed to authorized California Department of Transportation employees and will remain confidential.

Right of Access to Records:

Individuals have the right to access information provided and may request a correction or deletion of records. Exceptions may include, but are not limited to, investigations and public transparency laws. Personal Information will only be disclosed as permitted by the Information Practices Act, Civil Code, §§ 1798–1798.83, or as otherwise required by law. To request access to, or to request correction or deletion of, information provided in this form you may contact the Official Responsible for Information Maintenance identified above.

CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP)**STATE MATCHING GRANT FOR FAA AIRPORT IMPROVEMENT PROGRAM - APPLICATION**

DOT DOA-0012 (REV 07/2026)

PLEASE PRINT OR TYPE AND COMPLETE ALL APPLICABLE ITEMS

AIRPORT INFORMATION

PUBLIC ENTITY City of Los Banos	AIRPORT NAME Los Banos Municipal Airport	COUNTY Merced
CONTACT NAME William Via		CONTACT TITLE Public Works Director
CONTACT EMAIL william.via@losbanos.org		CONTACT PHONE (209) 827-2466

AIRPORT IMPROVEMENT PROGRAM (AIP) PROJECT AND FUNDING INFORMATION

Projects omitted from the Division of Aeronautics' most recent Capital Improvement Plan (CIP), and projects initiated prior to receiving an executed State grant agreement are ineligible for funding.

TITLE OF PROJECT AS SHOWN ON PAGE ONE OF THE FEDERAL AVIATION ADMINISTRATION (FAA) GRANT. If an alternative project title(s) is programmed in the State CIP, include that title(s) as well for cross-referencing. Runway Rehabilitation - Design Phase (AIP Project No. 3-06-0140-011-2025, Los Banos Municipal Airport)	FAA AIP FUNDS	\$ 70,300
	STATE AIP MATCHING FUNDS (5% of the federal grant amount not to exceed imposed project maximum)	\$ 3,515
	APPLICANT FUNDS	\$ 4,296
	TOTAL AIP PROJECT COST	\$ 78,111
FAA AIP Grant Number: 3-06-0140-011-2025		

REQUIRED DOCUMENTS

Pursuant to Public Utilities Code Section 21681-21684 and Section 4067 of the CAAP Regulations, the sponsor shall submit a completed and signed application to the Department with the following documentation included:

- Local Government Approval. Either a resolution or minute order from the governing board of the sponsor documenting its authorization for filing the application for funding; accepting the allocation of funds for the project; executing the grant agreement; and naming the person authorized to sign any documents required to apply for and accept these funds on the sponsor's behalf.
- FAA Grant Agreement. Sponsor shall submit a copy of the FAA AIP Grant Agreement that has been signed by designated representatives of the sponsor and the FAA.
- Environmental Compliance. Verification that sponsor is in compliance with the California Environmental Quality Act (CEQA) for the project.
 1. Enter CEQA Categorical Exemption Number (CEQA Guidelines Sections 15300-15333): 15301 and 15304, or Enter Notice of Determination information:
 2. Environmental Impact Report (Title/Date) State Clearinghouse (SCH) # _____, or
 3. Negative Declaration (Title/Date) State Clearinghouse (SCH) # _____
- Airport Layout Plan with Project Information. The most recent adopted and FAA approved Airport Layout Plan, as defined in section 4052, with a depiction of the proposed project and its location highlighted.
- Sponsor Eligibility and Airport Protection and Programming Requirements. A completed and signed California Aid to Airports Program Certification form (DOA-0007) to certify eligibility pursuant to Article 2 of Chapter 4 of these regulations.
- Additional Information. Sponsor shall provide additional documentation if the Department determines that further information is required to sufficiently evaluate the project for funding.

AUTHORIZATION

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

AUTHORIZED OFFICIAL'S SIGNATURE	DATE	
PRINT NAME Sokniorn Than	TITLE City Manager	
MAILING ADDRESS FOR PAYMENTS 520 J St. Los Banos, CA 93635	EMAIL niorn.than@losbanos.org	PHONE (209) 827-2440

SEND COMPLETED FORM AND ALL REQUIRED DOCUMENTS TO:AeronauticsGL@dot.ca.gov

PERSONAL INFORMATION NOTICE

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California Department of Transportation, Division of Aeronautics

Title of Official Responsible for Information Maintenance:

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The information shall be disclosed to authorized California Department of Transportation employees and will remain confidential.

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CALIFORNIA AID TO AIRPORTS PROGRAM (CAAP) CERTIFICATION

DOT DOA-0007 (REV 10/2024)

PLEASE PRINT OR TYPE AND COMPLETE ALL APPLICABLE ITEMS

AIRPORT CERTIFICATION

I am authorized by (Public Entity) City of Los Banos and hereby certify that (Airport Name) Los Banos Municipal Airport (LSN), in the County of Merced, for fiscal year 2026, meets the eligibility requirements of, and will be operated and maintained in accordance with, Sections 21680 through 21688 of the California Public Utilities Code (PUC) and the CAAP Regulations found in Title 21 of the California Code of Regulations, Division 2.5, Chapter 4.

1. This airport meets the Permit and Funding Requirements of CAAP Section 4056.
2. The Public Entity has control over airport operations under rules, regulations, or operating procedures adopted by the following Ordinance or Resolution # _____ dated _____ per CAAP Section 4057.
3. Required airport surfaces for all usable runways are protected in accordance with the provisions of PUC Section 21688 and CAAP Section 4058.
4. The above airport is designated by the Federal Aviation Administration as (select one):
☐ Reliever ☐ Commercial Service ☒ General Aviation ☐ Non-NPIAS (PUC Section 21682(b))
5. Current Airport Layout Plan is on file with the Division of Aeronautics dated 06/21/2012
 (information only; not a requirement for eligibility certification)

AIRPORT CERTIFICATION SIGNATURES

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SIGNATURE		DATE
PRINT NAME	TITLE	
Sokniorn Than	City Manager	
MAILING ADDRESS	PHONE	EMAIL
520 J St. Los Banos, Ca 93635	(209) 827-2440	nirorn.than@losbanos.org

FINANCIAL CERTIFICATION

I hereby certify that a SPECIAL AVIATION FUND has been established and will be maintained with a separate account for said airport in accordance with PUC Section 21684. Disbursements from this account will only be made in accordance with PUC Section 21681 and CAAP Regulations.

I agree that by providing my electronic signature for this form, I agree to conduct business transactions by electronic means and that my electronic signature is the legal binding equivalent to my handwritten signature. I hereby agree that my electronic signature represents my execution or authentication of this form, and my intent to be bound by it.

SIGNATURE (Finance Officer)		DATE
PRINT NAME	TITLE	
Minerva Moreno	Finance Director	
MAILING ADDRESS	PHONE	EMAIL
520 J St. Los Banos, Ca 93635	(209) 827-2422	minerva.moreno@losbanos.org

FOR AERONAUTICS USE ONLY

VERIFIED BY	DATE
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SEND SIGNED CERTIFICATION TO:

AeronauticsGL@dot.ca.gov**ADA Notice**

This document is available in alternative accessible formats. For more information, please contact the Forms Management Unit at (279) 234-2284, TTY 711, in writing at Forms Management Unit, 1120 N Street, MS-89, Sacramento, CA 95814, or by email at Forms.Management.Unit@dot.ca.gov.



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile and City Council Members

FROM: William Via, Jr., Public Works Director

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: Acceptance of Right-of-Way Conveyance from the State of California, Department of Transportation (Caltrans) for Parcel 17894-3 (APN #428-122-004), Parcel 17916-1 (APN #430-010-011), Parcel 18427-1 (APN #083-140-021) and Future Parcels as Part of the SR 152 Pavement Anchor Project

Recommendation:

Staff recommends that the City Council of the City of Los Banos adopts a resolution accepting conveyance of Right-of-Way for three parcels from the State of California, Department of Transportation (Caltrans) to the City of Los Banos, authorizes the City Manager to execute all required documents to complete the transfer, and authorizes the City Manager to accept any further conveyance from Caltrans associated with the State Route 152 Pavement Anchor Project.

Background:

Caltrans is currently delivering ADA Ramp and Sidewalk Improvements on State Route 152 within the City of Los Banos as part of the larger SR 152 Pavement Anchor Project (repaving of Pacheco Blvd, Project No. 10-1E980). As part of the project, Caltrans must acquire additional right-of-way and property interests from affected property owners to construct ADA-compliant curb ramps, sidewalks, and related pedestrian improvements. The subject acquisitions include Parcel 17894-3 (APN #428-122-004), Parcel 17916-1 (APN #430-010-011), and Parcel 18427-1 (APN #083-140-021), which are being acquired by Caltrans on behalf of the City of Los Banos for incorporation into the public right-of-way. The acquisitions will facilitate completion of planned accessibility and pedestrian safety improvements while ensuring the City obtains the property interests necessary for long-term ownership and maintenance of the improvements.

Discussion:

Acceptance of the parcels will:

- Transfer ownership and associated rights from Caltrans to the City of Los Banos.
- Allow the City to manage and maintain the property consistent with local planning and public infrastructure needs per the existing maintenance agreement between the City and Caltrans.
- Eliminate uncertainty regarding ownership and maintenance responsibilities for the subject right-of-way areas.
- Preserve the parcels for future municipal, transportation, utility, or public purposes as determined by the City.

The legal descriptions have been prepared in accordance with the Professional Land Surveyors' Act and are supported by record maps and survey information.

Environmental Review:

The acceptance of property rights and transfer of ownership is exempt from the California Environmental Quality Act (CEQA) under the applicable common sense and/or administrative activity exemptions. Environmental review, if necessary, will be completed in accordance with CEQA requirements.

Fiscal Impact:

The conveyance is not anticipated to have a significant immediate fiscal impact. Upon acceptance, the City will assume responsibility for future maintenance and management of the right-of-way areas. This would take place upon the completion of Caltrans's pavement anchor project. Any future improvements or maintenance activities would be addressed through the City's normal budgeting process.

Reviewed by:


Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Caltrans Right-of-Way Legal Descriptions and Maps

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS AUTHORIZING THE
ACCEPTANCE OF RIGHT-OF-WAY ACQUISITIONS
ASSOCIATED WITH THE STATE ROUTE 152
PAVEMENT ANCHOR PROJECT**

WHEREAS, the California Department of Transportation ("Caltrans") is undertaking the State Route 152 Pavement Anchor Project within the City of Los Banos; and

WHEREAS, the project includes the construction of Americans with Disabilities Act (ADA) compliant curb ramps, sidewalks, and related pedestrian accessibility improvements along State Route 152; and

WHEREAS, in order to construct the improvements, Caltrans has acquired or is acquiring certain right-of-way and property interests from affected property owners on behalf of the City of Los Banos, including Parcel 17894-3, Parcel 17916-1, and Parcel 18427-1 as identified in the project right-of-way documents and legal descriptions; and

WHEREAS, the acquired property interests are necessary for the construction, operation, maintenance, and public use of the proposed pedestrian improvements associated with the State Route 152 Pavement Anchor Project; and

WHEREAS, it is in the best interest of the City of Los Banos to accept the conveyance of the acquired right-of-way interests for public street and sidewalk purposes; and

WHEREAS, the Public Works Director is agreeable to the Right-of-Way Acquisitions as it has been submitted to the City Council of the City of Los Banos for approval.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby:

1. Accept all right-of-way and property interests acquired by Caltrans for the State Route 152 Pavement Anchor Project, including Parcel 17894-3, Parcel 17916-1, and Parcel 18427-1, as more particularly described in the accompanying legal descriptions and exhibits; and
2. Authorizes the City Manager to execute all required documents for the acceptance of this dedication; and
3. Authorizes the City Manager to accept any further dedications and execute any required documents associated with Caltrans' State Route 152 Pavement Anchor Project (Project No. 10-1E980).

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

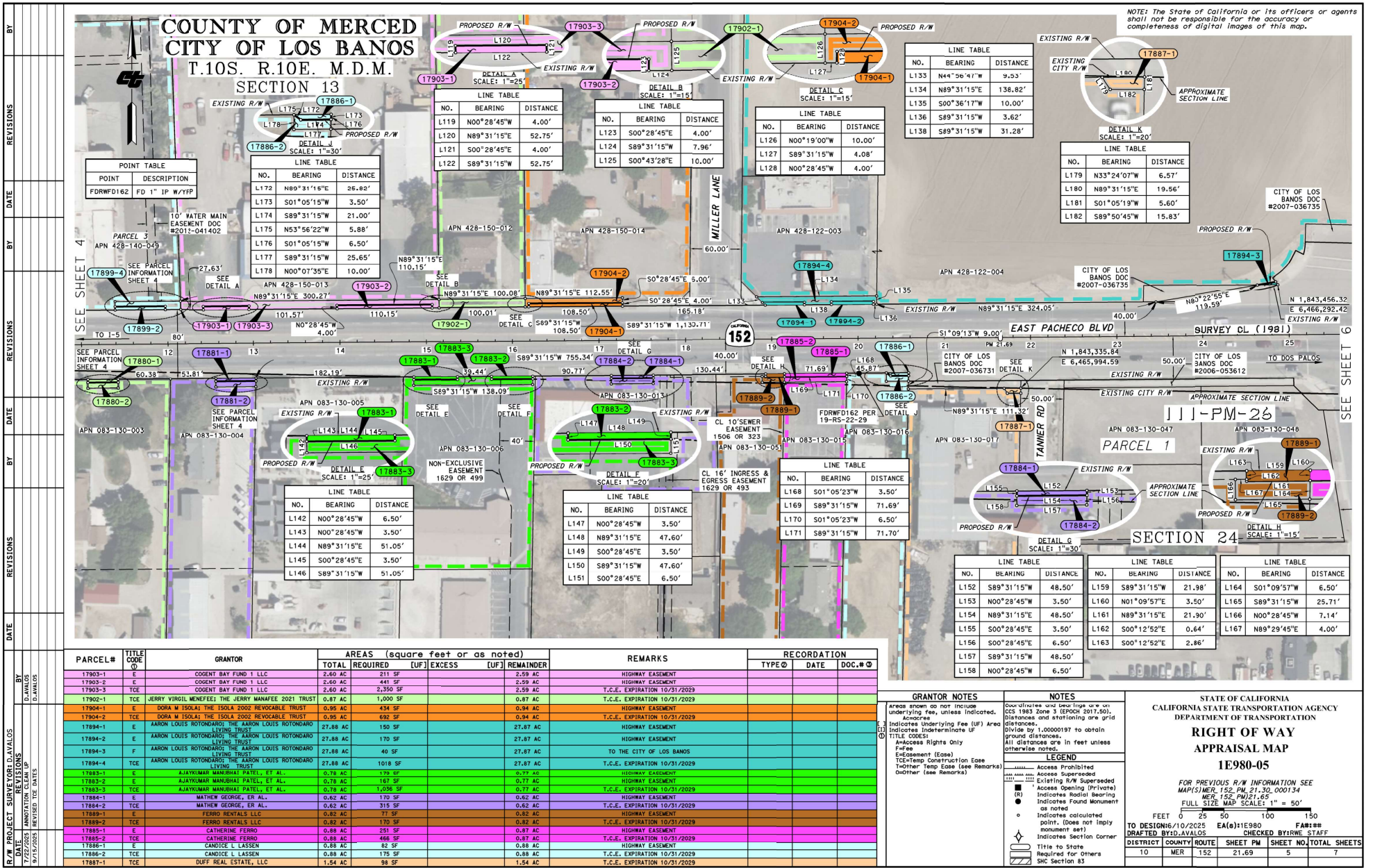


EXHIBIT A**Parcel 17894-3**

All that real property being a portion of that land described in that Trust Transfer Deed, recorded February 2, 2007, Document Number 2007-008258, Merced County Records, situate in the South half of Section 13, Township 10 South, Range 10 East, Mount Diablo Base, more particularly described as follows:

COMMENCING at a 2 inch brass disk with punch in a monument well shown as "REF. MON. 10", on Sheet 3 of 8 of that Record of Surveys, recorded November 6, 1981 in Volume 19 pages 22 through 29, Merced County Records, from which a 2 inch brass disk with punch in a monument well shown on Sheet 5 of 8 of said Record of Surveys as "REF. MON. 43+65", bears North 89°31'22" East 3365.42 feet; THENCE North 0°28'45" West 40.23 feet to a point 40.00 feet northerly of the centerline of State Route 152, when measured at right angles; THENCE, parallel with and 40.00 northerly of said centerline, North 89°31'15" East 1345.40 feet; THENCE North 80°22'55" East 119.59 feet to a point on the northerly line of that Parcel "B" as described in that Highway Easement Deed, recorded June 27, 2007, Document Number 2007-036735, said County Records, and the POINT OF BEGINNING;

THENCE, along said northerly line of said Parcel B, South 89°31'15" East 23.49 feet, to the southerly terminus of "L7" as shown on Exhibit B of said Highway Easement Deed;

THENCE, along said "L7", North 36°27'04" West feet;

THENCE, leaving said "L7", South 80°22'54" West 21.31 feet, to the POINT OF BEGINNING.

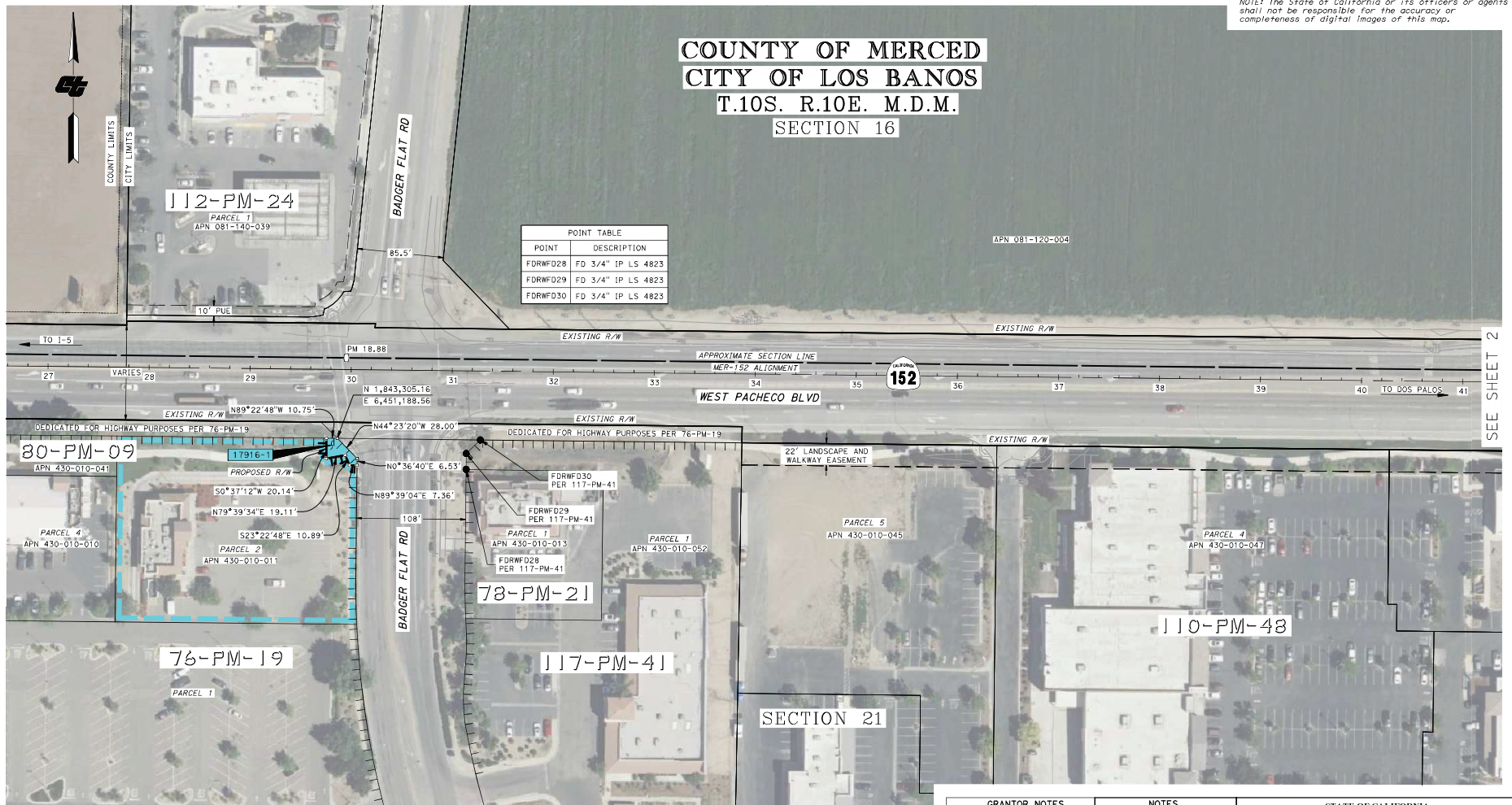
The bearings and distances used in this description are based on the California Coordinate System of 1983, Epoch 2017.50, Zone 3. Divide distances by 1.00000197 to convert to ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature 
Professional Land Surveyor

Date 2/19/2026



[illegible]

GRANTOR NOTES Areas shown do not include underlying fee, unless indicated. Indicates Underlying Fee (UF) Area Indicates Intermediate UF TITLE CODES: P=Fee F=Fee T=Taxation (Eas) TC=Temp Construction Eas TO=Temp Eas (See Remarks) O=Other (See Remarks)		NOTES Coordinates and bearings are on ACS 1983 Zone 3 (EPSG 2011,50). Distances are stated in feet. All distances are 0.00000133 to obtain ground distances. All distances are in feet unless otherwise noted.		STATE OF CALIFORNIA CALIFORNIA STATE TRANSPORTATION AGENCY DEPARTMENT OF TRANSPORTATION RIGHT OF WAY APPRAISAL MAP IE980-01	
LEGEND Access Front/Right of Way Access Superseped Existing R/W Superseped Access Opening (Private) Indicates Right of Way Indicates Found Monument as noted Indicates calculated point. (Does not imply monument set) Indicates Section Corner Title to State Required for Others Section 83		FOR PREVIOUS R/W INFORMATION SEE MAP(S) MER. 152, PL 18, 70, 48 FULL SIZE MAP SCALE: 1" = 50' FEET 0 25 50 100 150 TO DESIGN# 10/2025 EA(S) IE980 FA# 111 DATED BY: DAVLOS CHECKED BY: RNF STAFF DISTRICT COUNTY ROUTE SHEET PM SHEET NO. TOTAL SHEETS 10 MER 152 18,88 1 7			

EXHIBIT A**Parcel 17916-1**

All that real property being a portion of Parcel 2, shown on that Parcel Map recorded February 8, 1994, in Book 76 of Parcel Maps, at Pages 19 through 21, Merced County Records, situate in Section 21, Township 10 South, Range 10 East, Mount Diablo Meridian, more particularly described as follows:

BEGINNING at the northeasterly corner of said Parcel 2 on said Parcel Map;

THENCE along the north line of said Parcel, North 89°22'48" West 10.75 feet;

THENCE, leaving said north line, South 0°37'12" West 20.14 feet;

THENCE North 79°39'34" East 19.11 feet;

THENCE South 23°22'48" East 10.89 feet;

THENCE North 89°39'04" East 7.36 feet, to the west local right of way of Badger Flat Road as shown on said Parcel Map;

THENCE, along said west right of way, North 0°36'40" East 6.53 feet;

THENCE North 44°23'20" West 28.00 feet, to the POINT OF BEGINNING.

TOGETHER WITH underlying fee interest, if any, contiguous to the above-described property in and to the adjoining public way.

The bearings and distances used in this description are based on the California Coordinate System of 1983, Epoch 2017.50, Zone 3. Divide distances by 1.00000133 to convert to ground distances.

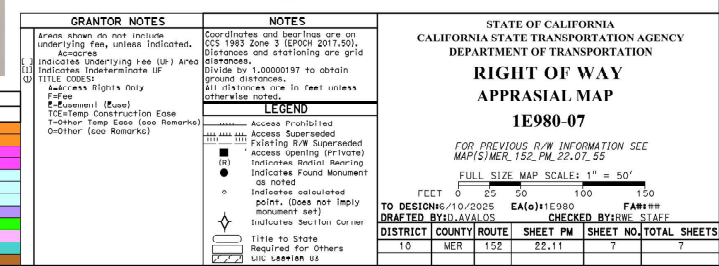
This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature _____

Professional Land Surveyor

Date 1/5/2026





PARCEL #	TITLE BOOK #	GRANTOR	AREAS (square feet or as noted)				REMARKS	RECORDATION		
			TOTAL	REQUIRED	(UF) EXCESS	(UF) REMAINDER		TYPE#	DATE	DOC.#
17895-1	E	ROBERT PEREZ	0.36 AC	262 SF		0.36 AC	HIGHWAY EASEMENT			
17895-2	E	ROBERT PEREZ	0.36 AC	262 SF		0.36 AC	1.64% EXPIRATION 10/31/2029			
17899-1	E	LOS DANDOS MANAGEMENT LLC	2.40 AC	231 SF		2.40 AC	HIGHWAY EASEMENT			
17899-2	TCE	LOS DANDOS MANAGEMENT LLC	2.40 AC	233 SF		2.40 AC	T.C.E. EXPIRATION 10/31/2029			
17891-1	E	MATHEW GEORGE, ET AL.	2.90 AC	280 SF		2.90 AC	HIGHWAY EASEMENT			
17891-2	TCE	MATHEW GEORGE, ET AL.	2.90 AC	320 SF		2.90 AC	T.C.E. EXPIRATION 10/31/2029			
17891-3	TCE	MATHEW GEORGE, ET AL.	2.90 AC	468 SF		2.90 AC	T.C.E. EXPIRATION 10/31/2029			
17891-4	E	AME CHANG/AME CHANG FAMILY TRUST	2.90 AC	2,281 SF		2.90 AC	T.C.E. EXPIRATION 10/31/2029			
17909-1	E	SCOTT R. MCWILLAN, ET AL.	0.94 AC	90 SF		0.94 AC	HIGHWAY EASEMENT			
17909-2	E	2200 E PACIFIC BLVD LLC	0.94 AC	37 SF		0.94 AC	HIGHWAY EASEMENT			
17910-1	E	SHANE S. ANDERSON	1.62 AC	58 SF		1.62 AC	HIGHWAY EASEMENT			
17910-2	E	WINDSLAVED, INC.	1.62 AC	58 SF		1.62 AC	HIGHWAY EASEMENT			

EXHIBIT A**Parcel 18427-1**

Being a portion of that land situate in the Northeast quarter of Section 24, and the Southeast quarter of Section 13, Township 10 South, Range 10 East, Mount Diablo Meridian, in the City of Los Banos, County of Merced, State of California, as described in that Corporation Grant Deed recorded September 22, 1989, in Volume 2771 at Page 846, Merced County Records, southerly of that parcel described as Parcel 15062 in that Grant Deed recorded March 7, 2002, in Volume 4391 at Page 989, said County Records and northeasterly of the following described line:

COMMENCING at the Southwest corner of said Parcel 15062, and the beginning of a non-tangent curve, to which a radial line from center bears North 11°32'10" East; THENCE along the southerly line of said Parcel, along said non-tangent curve, concave to the southwest and having a radius of 2,941.36 feet, through a central angle of 1°18'05", an arc distance of 66.81 feet; THENCE along a reverse curve, concave to the northeast and having a radius of 3059.36 feet, through a central angle of 0°30'00", an arc distance of 26.69 feet to the POINT OF BEGINNING;

THENCE, leaving said southerly line of said Parcel, South 12°20'16" West 3.22 feet;

THENCE South 73°19'06" East 5.15 feet to the beginning of a tangent curve;

THENCE, southeasterly along said curve, concave to the southwest and having a radius of 44.00 feet, through a central angle of 67°58'13", an arc distance of 52.20 feet;

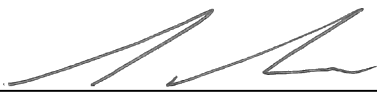
THENCE South 5°20'53" East 8.50 feet;

THENCE North 84°39'07" East 13.78 feet;

THENCE South 6°09'18" East 108.77 feet, to the east line of that land as described in said Official Records Volume 2771 Book 846 and the POINT OF TERMINUS.

The bearings and distances used in this description are based on the California Coordinate System of 1983, Epoch 2017.50, Zone 3. Divide distances by 1.00000197 to convert to ground distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors' Act.

Signature 
Professional Land Surveyor

Date 1/9/2026





City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members
FROM: William Via, Public Works Director
DATE: August 19, 2026
TYPE OF REPORT: Consent Agenda
SUBJECT: Notice of Completion for the Pavement of F Street Corporation Yard Parking Lot Project

Recommendation:

Staff recommends that the City Council adopt a Resolution:

1. Accepting the Pavement of F Street Corporation Yard Parking Lot Project as complete;
2. Authorizing the filing of the Notice of Completion with the Merced County Recorder's Office; and
3. Releasing applicable retention in accordance with the contract documents and California Public Contract Code, following the statutory 35-day period.

Background:

On November 5, 2025, the City Council awarded a construction contract for the F Street Corporation Yard Parking Lot Project to Cal Coating Asphalt Inc. in the amount of \$167,448.00, with a fifteen percent (15%) contingency, for a total not to exceed amount of \$192,571.20. The project was funded through the Corp Yard Fund (306-430-100-726).

The scope of the project included pavement rehabilitation, construction of a new valley gutter, and other associated improvements. The City's F St. Corporation Yard, located at 1015 F Street, is the host location for the Streets, Parks, Airport, Solid Waste, Facilities and Fleet divisions. The parking lot pavement had deteriorated significantly, with visible failures and drainage issues. This project was identified in the Capital Improvement Program as a priority to restore functionality and extend the useful life of the facility.

Major components of the project included the completion of parking lot paving and drainage improvements. On-site runoff water will now be entering a new storm drain line that will connect to an existing storm drain manhole on the south side of G St. The project improved the overall condition and functionality of the parking lot by providing a rehabilitated pavement surface and upgraded drainage infrastructure to enhance stormwater conveyance and reduce standing water.

Design and bid documents were prepared by Precision Engineering and the project was publicly bid on September 23, 2025. Seven bids were received, with Cal Coating Asphalt Inc., submitting the lowest responsive and responsible bid.

Discussion:

Construction of the Pavement of F Street Corporation Yard Parking Lot has been completed and is ready for formal acceptance. Construction began in Fall 2025 and progressed through Winter and Spring 2026. The project provides improvements that will increase the longevity of the F Street Public Works Yard.

During construction, unforeseen field conditions and operational constraints required the issuance of three (3) change orders, summarized below:

Change Order No. 1: Installation of two 24" concrete catch basins in the amount of \$24,800. The original plans were revised to ensure proper drainage, which resulted in additional work to trench and install 152 linear feet of 12-inch ADS drainpipe.

Change Order No. 2: Reduced quantities of Asphalt Pavement (bid item #5) and Aggregate Base (bid item #6) as a credit back to the city in the amount of \$13,837.75. The contractor's final load tags were less than the original bid quantities for these two bid items.

Change Order No. 3: Removal of approximately 101 tons of native soil in the amount of \$11,110.00. Adjustments to the proposed site elevations were necessary to achieve proper drainage and ensure the finished parking lot functioned as intended. The revised grading required the excavation and removal of native soil to accommodate the updated design elevations and maintain compliance with the project's drainage requirements.

The cumulative total of all approved change orders is \$22,072.25, bringing the final construction contract amount to \$189,520.25. All changes were reviewed and approved by City staff.

Staff recommends that the City Council adopt the Resolution accepting the project as complete, authorizing the Public Works Director to file the Notice of Completion with the Merced County Recorder's Office, and authorizing release of retention upon completion of the lien period.

Fiscal Impact:

The total construction cost of \$189,520.25, inclusive of approved change orders, was funded through the Corp Yard Fund (306-430-100-726).

Reviewed by:

A handwritten signature in blue ink, appearing to read "Nirorn Than", written over a horizontal line.

Nirorn Than, City Manager

A handwritten signature in blue ink, appearing to read "Minerva Moreno", written over a horizontal line.

Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Notice of Completion

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS ACCEPTING THE PAVEMENT OF F STREET CORPORATION YARD PARKING LOT PROJECT AS COMPLETE, AUTHORIZING THE FILING OF THE NOTICE OF COMPLETION, AND AUTHORIZING RELEASE OF RETENTION

WHEREAS, on November 5, 2025, the City Council awarded a construction contract to Cal Coating Asphalt, Inc. in the amount of \$167,448.00, with an authorized fifteen percent contingency, for the Pavement of the F Street Corporation Yard Parking Lot Project; and

WHEREAS, the purpose of the project was to remove and construct approximately 21,200 square feet of pavement, new valley gutter and other associated improvements, restoring functionality and extending the useful life of the facility; and

WHEREAS, the project was successfully completed in accordance with the approved plans and specifications, with three approved change orders totaling \$22,072.25 for a final contract amount of \$189,520.25; and

WHEREAS, all contract work, testing, and punch-list items have been completed to the satisfaction of City staff and the Engineer of Record, and all required closeout documentation has been received; and

WHEREAS, the City Council desires to accept the project as complete, authorize filing of the Notice of Completion with the Merced County Recorder's Office, and authorize release of project retention following the statutory thirty-five (35) day lien period as prescribed by the California Public Contract Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos hereby:

1. Accepts the Pavement of the F Street Corporation Yard as complete;
2. Authorizes the Public Works Director to file the Notice of Completion with the Merced County Recorder's Office; and
3. Authorizes release of retention funds upon expiration of the statutory lien period and verification of no outstanding claims.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

WHEN RECORDED RETURN TO:

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

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

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

NAME

STREET AND NO.

CITY

STATE

CITY OF LOS BANOS

520 'J' Street

Los Banos

California

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

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

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

4. That on September 02, 2026, a work of improvement on the real property hereinafter described was completed.

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

Cal Coating Asphalt, Inc

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

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

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

"Construction for the Pavement of F Street Corporation Yard Parking Lot"

The major work consists of included the completion of parking lot paving and drainage improvements. On-site runoff water will now be entering a new storm drain line that will connect to an existing storm drain manhole on the south side of G St. The project improved the overall condition and functionality of the parking lot by providing a rehabilitated pavement surface and upgraded drainage infrastructure to enhance stormwater conveyance and reduce standing water.

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

Date: _____

CITY OF LOS BANOS

Owner

Place: Los Banos, California

By: _____

ACKNOWLEDGMENT



Apr 8, 2026 at 10:18:14 AM
1000 G St
Los Banos CA 93635
United States



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile & City Council Members

FROM: William Via, Public Works Director

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: IXOM Watercare (SolarBee) renewal Master Services Agreement (MSA)

Recommendation:

That the City Council adopt a resolution approving the Master Services Agreement renewal with IXOM Watercare Service Program for continued use and maintenance of twenty SolarBee units at the Los Banos Wastewater Treatment Plant and authorizing the City Manager to execute the agreement.

Background:

The City of Los Banos installed SolarBee Aeration and circulation units at the Wastewater Treatment Plant in 2008 as part of a pilot program. The solar powered mixers circulate water to reduce thermal stratification, improve oxygen distribution and assist with algae management. The SolarBee units have been in continuous operation since their installation and require periodic maintenance to ensure reliable performance and extend the service life of the equipment. The proposed Master Services Agreement provides ongoing maintenance, inspections, repairs and technical support to help ensure the equipment continues to operate effectively and supports the City's wastewater treatment processes.

Discussion:

The City's existing IXOM Watercare Service Program is set to expire August 31, 2026. The proposed agreement will provide maintenance services from September 1, 2026 through September 1, 2029.

Approving a three-year agreement will establish a fixed annual service cost of \$77,070.00, providing budget certainty and eliminating the need to negotiate service pricing each year. Continuing the maintenance program will help ensure the SolarBee units remain operational and continue supporting the treatment plant's water quality management objectives.

Procurement:

This contract renewal is in compliance with Section 3-10.230(a) of the City Municipal Code. This contract renews equipment that are already in service and part of an inventory maintenance and replacement for the City.

Fiscal Impact:

The total cost of the 3-year agreement is \$231,210.00 and is proposed to be funded through the Wastewater Treatment Technical Services account: 502-433-100-238.

Reviewed by:

Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Master Services Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING A MASTER SERVICES AGREEMENT WITH IXOM WATERCARE, INC. FOR THE SOLARBEE SERVICE PROGRAM AT THE LOS BANOS WASTEWATER TREATMENT PLANT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

WHEREAS, the City of Los Banos installed SolarBee aeration and circulation units at the Wastewater Treatment Plant in 2008 as part of a pilot program; and

WHEREAS, the SolarBee units assist in reducing thermal stratification, improving oxygen distribution, and managing algae within the treatment process; and

WHEREAS, the SolarBee units have remained in continuous operation since installation and require routine maintenance, inspections, repairs, and technical support to ensure reliable performance and maximize equipment life; and

WHEREAS, the City's current IXOM Watercare Service Program agreement is scheduled to expire on August 31, 2026; and

WHEREAS, IXOM Watercare, Inc. has submitted a Master Services Agreement renewal to provide maintenance and support services for twenty (20) SolarBee units for the period commencing September 1, 2026, and ending September 1, 2029; and

WHEREAS, the proposed three-year agreement establishes a fixed annual service cost of Seventy-Seven Thousand Seventy Dollars (\$77,070.00), providing budget certainty and eliminating the need for annual service contract negotiations; and

WHEREAS, the total agreement amount of Two Hundred Thirty-One Thousand Two Hundred Ten Dollars (\$231,210.00) will be funded through the Wastewater Treatment Technical Services Account No. 502-433-100-238; and

WHEREAS, continuing participation in the IXOM Watercare Service Program will help ensure the SolarBee units remain operational and continue supporting the City's wastewater treatment and water quality management objectives.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Los Banos does hereby:

1. Approves the Master Services Agreement with IXOM Watercare, Inc. for the SolarBee Service Program for the maintenance and support of twenty (20) SolarBee units at the Los Banos Wastewater Treatment Plant for the term of September 1, 2026, through September 1, 2029; and

2. Authorizes the City Manager, or designee, to execute the Master Services Agreement and any related documents necessary to carry out the intent of this Resolution.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Service Program



Attention: Jesse Castillo

209-587-6371

jesse.castillo@losbanos.org

Bill To: City of Los Banos

Public Works Department

Los Banos, CA 93635

Quotation Date

4/6/2026

Quotation Number

SP26570

Customer Number

LOS01



Acceptance Deadline

9/1/2026

Service Options - Initial Selected Service (costs cover all units listed below), Prices are listed in USD:

OPTION 1

	1 Maintenance Stop Per Year (is typical) - Standard Annual Cost (Re-Quoted Annually)	\$74,070.00
Term:		9/1/2026 - 9/1/2027

OPTION 2

	2 Maintenance Stops Per Year - Standard Annual Cost (Re-Quoted Annually)	\$129,622.50
Term:		9/1/2026 - 9/1/2027

OPTION 3 (Multi-Year)

	1 Maintenance Stop Per Year (3 total) - Billed Annually (Total Cost: \$231,210.00)	\$77,070.00
Term:		9/1/2026 - 9/1/2029

Optional Add On Services - Initial All Additional Services

	Water Quality Testing - The Delivery & Field Services Team will conduct two vertical profiles at each location. Each test will measure DO, pH, temperature and specific conductance at every foot from the surface down to a depth of 25 ft. (Cost listed, per year)	\$1,500.00
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	HiveLinx Activation - Access through term of the contract. Billed on an annual cycle with contract billing. Cellular connection is a pre-requisite.	\$2,000.00
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Email required for HiveLinx activation:

Acceptance Of Ixom Watercare Service Program

To accept this Service Program, please initial desired options and fill out below information, sign, then submit via:
scan and email to dakota.williams@ixom.com

Purchase Order Number (if applicable)

Authorized Signature

Date

Unit(s) & Location(s) Covered Under Ixom Watercare Service Program:

	Serial Number	Model	Location
1	228080909	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
2	228080908	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
3	228080907	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
4	228080906	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
5	228080905	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
6	228080904	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
7	228080903	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
8	228080902	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
9	228080901	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
10	228080900	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
11	228080899	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
12	228080898	SB5000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
13	228080897	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
14	228080896	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
15	228080895	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
16	228080894	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
17	228080893	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
18	228080892	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
19	228080891	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP
20	228080890	SB10000 v12	USCAWW-LOC242.001: Location(435): Los Banos WWTP

General Terms & Conditions of Sale

These terms and conditions (collectively, "Terms and Conditions") govern all sales of products, equipment, and services (collectively, "Goods") agreed to be supplied by IXOM Watercare Inc ("Seller") to any person to whom any quotation is made or who is offering to contract with the Seller ("Buyer"). The Terms and Conditions are incorporated into any order, offer, arrangement or understanding between the Seller and the Buyer (including pursuant to a quotation or letter of offer accepted by the Buyer) as well as any quotation or invoice or any other document to which they are attached (individually and collectively "Order"). All purchases by Buyer are expressly limited and conditioned upon acceptance of the Terms and Conditions and without limiting any other mode of acceptance, Buyer's acceptance of the Goods manifests Buyer's assent to the Terms and Conditions and the credit terms offered by Seller. Seller objects to and rejects any provision additional to or different from the Terms and Conditions that may appear in Buyer's purchase order, acknowledgement, confirmation, writing or in any prior or later communication from Buyer to Seller, unless Seller expressly agrees to such provision in a written amendment signed by Seller. An Order together with these Terms and Conditions are herein referred to as "Contract".

1. Prices; Taxes; Payment Terms; Default: (a) Prices for Goods and any adjustments to such prices shall be determined in accordance with Seller's final pricing letter or offer forming part of the Contract which has been accepted by Buyer ("Price").

(b) Prices do not include any sales, use, excise, privilege, or other taxes or assessments imposed on the Goods sold hereunder and unless Buyer provides proof of exemption satisfactory to Seller, such may be added to the price of the Goods.

(c) Subject to Section 1(e) and unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Payments not received when due shall incur service charges at the rate of 1.5% per month (18% per annum) until paid, compounded on a daily basis.

(d) If any of the events set out in this Section 1(d) (i) through (v) below occur, Seller reserves the right, among other remedies, to delay or suspend further shipments or require full or partial cash payment in advance until all sums due have been paid. Buyer shall be liable for all costs and expenses incurred by Seller in collecting any overdue amounts, including without limitation reasonable attorneys' fees.

(i) Buyer defaults in any payments or is unable or states that it is unable to pay its debts as and when they fall due.

(ii) Buyer commits an act of bankruptcy, files a voluntary petition in bankruptcy or has filed against it an involuntary petition in bankruptcy or has a trustee, receiver, liquidator, custodian, conservator, manager, controller or voluntary administrator appointed in respect of Buyer's estate or any part of Buyer's property or assets.

(iii) Buyer passes a resolution for its winding up or enters into liquidation or has an application for winding up filed against it.

(iv) Buyer makes an assignment for the benefit of its creditors.

(v) Buyer experiences any analogous event having substantially similar effect to any of the events listed above.

(e) Notwithstanding Section 1(a), Seller may at any time in its sole and unfettered discretion and without being under any duty or obligation to assign reasons, review, alter or terminate Buyer's credit limit or payment terms without notice. Without limiting the generality of the foregoing, the decision of Seller shall be final and Seller accepts no liability or responsibility for any loss, howsoever arising, incurred by Buyer due to the operation of this condition.

2. Service Delivery & Responsibility to Purchase: (a) Unless agreed otherwise in writing, all shipments are F.C.A. Seller's or its sub-contractor's warehouse. Shipping dates are estimates only and are subject to Seller's lead time policy. Seller shall make all reasonable efforts to have Goods delivered to Buyer on or about the date or within the time frame of the Order but Seller shall not be liable for any failure or delay in delivery for any reason. Buyer is responsible for disposing of all non-returnable containers and shipping materials.

(b) Purchase orders issued by Buyer and placed with Seller are irrevocable and Buyer is contractually obliged to take delivery and pay for all Goods ordered and supplied or made available by Seller pursuant to such purchase order. If Seller does not receive forwarding instructions sufficient to enable it to dispatch Goods within fourteen (14) days after notice to Buyer that such Goods are ready, Buyer shall be deemed to have taken delivery from such date and shall be obliged to pay reasonable storage charges payable on demand. Unless otherwise agreed upon by the parties in writing, if Buyer does not accept delivery or collect Goods from Seller when made available at the agreed delivery point in accordance with the Contract, Buyer also will pay Seller for SLC-7548174-2 storage costs and reimburse Seller for any demurrage, transport or futile delivery costs incurred by Seller.

3. Title; Risk of Loss or Damage: Title to and risk of loss of the Goods shall pass to Buyer upon delivery to the carrier at point of shipment.

4. Inspection; Acceptance: Buyer shall promptly examine the Goods for any damage or shortage or failure of the Goods to comply with the Seller's standard sales specifications or the specifications contained in or referenced in the Contract. All claims for damage or shortage of Goods shall be deemed waived unless made in writing and received by Seller within 30 days of delivery of the Goods. If Buyer finds that any of the Goods do not comply with the specifications, Buyer may, at its option, reject that portion of the Goods that fail to comply by providing Seller with a notice made in writing and received by the Seller within 30 days of delivery of the Goods. Failure to timely deliver written notice of any such claim or rejection of the Goods within the warranty period specified in this clause 4 shall be deemed an absolute and unconditional waiver of such claim for damage or shortage or a right to reject such Goods and all claims related there to and shall constitute an unqualified acceptance of such Goods, irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether use or application of the Goods shall have then taken place.

5. Returns: Returned Goods shall not be accepted unless Buyer obtains prior written approval and transportation instructions from Seller. All Goods returned to Seller must be in full containers or cases, unopened and in the same condition as when delivered. If a return is approved by Seller, Goods may be returned for exchange or credit only. Seller shall give no cash refunds for returned Goods. Approved returned Goods are subject to a restocking charge of 15% of the invoiced value of such Goods and Buyer shall pay all transportation charges.

6. Limited Warranty: (a) Subject to Section 6(e) and Section 7 below, Seller warrants title and that the Goods shall conform to Seller's standard sales specifications in effect at the time of manufacture or the specifications agreed by the parties in writing and contained or referenced in the Order. Equipment components not manufactured by Seller which are incorporated in the Goods may, if specified elsewhere in the Contract, be subject only to warranties of Seller's vendors and Seller hereby assigns to Buyer all such rights in such vendor's warranties and will provide reasonable assistance in enforcing such rights.

(b) Buyer is solely responsible for determining that the Goods and their specification and scope are appropriate for Buyer's intended use. Any advice or recommendations by Seller with respect to the Goods or the use of the Goods are provided in good faith based on tests or experience believed to be reliable, but such advice or recommendations are not warranted. Buyer agrees that it is responsible for ensuring that Goods that comply with the warranties in Section 6(a) are fit and suitable for its purposes, requirements, processes, plant and equipment.

(c) To the maximum extent permitted by law, Seller makes no other representation or warranty of any kind, and hereby expressly disclaims all other representations or warranties, express, implied, statutory or arising from a course of dealing, usage of the trade or otherwise, including without limitation any representation or warranty as to merchantability, fitness for a particular purpose, or any other matter with respect to the goods, whether used alone or in combination with any other goods, substances processes or materials or services.

(d) In the event the exclusion of some or all of such warranties under section 6(c) for certain goods subject to this contract would be illegal, any additional warranty would be limited to the warranty required by applicable law and to the extent permitted by such law, would be subject to section 6(e) and section 7, and is conditioned upon use in accordance with label directions under normal conditions reasonably foreseeable to seller with buyer assuming the risk of any use contrary to label directions, under abnormal conditions or under conditions not reasonably foreseeable to seller.

(e) Seller's sole liability and Buyer's sole remedy for breach of warranty are specifically limited to the repair of the goods (or re-performance of services when applicable) or the cost thereof where Seller fails to perform such repair necessitate by a breach of warranty, and such liability and remedy re exclusive of all other liabilities and remedies. Should these remedies be found inadequate or to have failed of their essential purpose for any reason whatsoever, Buyer agrees that the return of the amount paid by buyer to seller for the purchase of the goods which fail to conform with the warranties set forth in section 5.7 shall be considered a fair and adequate remedy and prevent the remedies from failing of their essential purpose.

7. Limitation of Liability: (a) The liability of Seller and its affiliates to Buyer under and in connection with the Contract is limited to the price allocable to the Goods giving rise to the claim and in no event shall the cumulative liability of Seller howsoever arising, whether under warranty, contract, tort, negligence, strict liability, indemnification, defense or any other cause or combination of causes whatsoever, exceed the total payments received from Buyer under the Contract in connection with the Goods. (b) To the extent permitted by law and notwithstanding any provision to the contrary in the contract, Seller shall not be liable for special, indirect, incidental, or consequential damages, including without limitation, and loss of profits. Loss of business revenues, loss of capital, failure to realize expected profits or savings, overhead costs, loss by reason of service interruption or increased expense of operation, loss of goodwill, loss of reputation, loss of value in any intellectual property, damages or liquidated sums payable pursuant to other agreements or to other third parties, other economic losses, whether arising under warranty, contract; negligence (including negligent misrepresentation) or other tort, strict liability, breach of statute, indemnification, or any other cause or combination of causes, including any theories of concurrent liability arising from a duty of care by operation of law or otherwise.

8. Safe Storage Handling & Use; Assumption of Risk; Indemnification: Buyer acknowledges that it is familiar with the risks associated with the storage, handling and use of Goods and any waste resulting therefrom. Accordingly and notwithstanding anything to the contrary set forth in the Contract, Buyer covenants and warrants and shall ensure that (i) that it and its employees, agents, carriers and customers are familiar with and adhere to all necessary and appropriate precautions and safety measures to safely store, handle or use the Goods; (ii) it and its employees, agents, carriers and customers shall comply with all applicable Laws, including without limitation, environmental laws and regulations pertaining to the storage, handling and use of Goods; (iii) shall obtain and comply with all required permits and licenses. Seller takes no responsibility for, and Buyer assumes all risks associated with waste characterization, regulatory status and chemical composition of any product, process, material, waste or substance into which the Goods are incorporated or applied. Without limiting the foregoing, Buyer shall further ensure that all storage tanks, vessels, and pipes, hoses and valves and other components used by Buyer or its employees, agents, carriers and customers to store, handle and transfer Goods which are bulk chemicals are properly installed and maintained to prevent injury, death or loss of containment during storage, handling and transfer of such Goods. If Buyer resells or distributes Goods to third parties, Buyer assumes responsibility for ensuring that it provides detailed instructions to such third parties regarding safe storage, handling and use of those Goods and any Storage Items or packaging in which such Goods are stored. To the maximum extent allowed by law, Buyer assumes all risks and liability whatsoever for all injuries, losses and damages to persons or property or otherwise and shall indemnify, defend and hold harmless Seller and Seller's employees and agents against all claims, damages, losses, costs, liabilities, and other expenses (including investigation and attorneys' fees) that Seller incurs or may be obligated to pay as a result of (i) Buyer's, its employees', agents', carriers' or customers' handling, possession, further processing, storage, use treatment, transportation, disposal, sale or other use or disposition of the Goods, whether used alone or in combination with other products, materials, substances or wastes, (ii) Buyer's, its employees', agents', carriers' or customers' violation or alleged violation of any Law, or (iii) Buyer's breach of any of its obligations set forth herein.

9. Force Majeure: Shipments or deliveries may be totally or partially suspended or delayed by Seller during any period in which the Seller may be prevented or hindered from manufacture, delivery, or supply through any circumstances outside Seller's reasonable control or where such manufacture, delivery or supply is rendered materially more expensive by such circumstances. Circumstances beyond Seller's reasonable control shall include, without limitation, strikes, lockouts or other labor difficulty; acts of carriers; acts of God; acts of civil or military authorities; acts or omissions of Buyer; war; riot; fire; explosion; acts of terrorism; flood; any inability to obtain or lack of any necessary or adequate materials, inputs, fuel, power, labor, equipment, containers, facilities or services on usual terms; power or water shortage; accidents or breakdowns or failures of plant or machinery or apparatus; delays, congestions or blockages at sea ports or transport depots or software, hardware or communication network; changes in applicable Laws; or any other event, whether or not enumerated herein, beyond the reasonable control of Seller that makes impractical the manufacture, transportation or shipment of the Goods or of a material or other resource upon which the manufacture, transportation or shipment of the Goods depends. Seller shall not incur any liability to Buyer in respect of such suspension.

10. Intellectual Property: Seller is the sole and exclusive owner of the Intellectual Property in the Goods and processes incorporated in such Goods, and the rights attached to that Intellectual Property. Nothing herein grants to Buyer any right, title or interest in or to any of the Intellectual Property in the Goods. Buyer shall not claim to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of purchasing Goods sold hereunder. Buyer shall not deconstruct, reverse compile or reverse engineer the Goods in any way for the purpose of deciphering or replicating the chemical composition of the Goods. As used herein, "Intellectual Property" means any intellectual or industrial property right anywhere in the world including, without limitation, any patent, patent application, utility model, copyright (including copyright in manuals, databases, and promotional materials), registered design and other design rights, unpatented secrets and innovations, confidential information, and any other rights that may subsist anywhere in the world in improvements, inventions and other manufacturing processes or technical and other information of Seller. Buyer shall not resell, distribute or supply the Goods to any third party for any reason without Seller's prior written consent.

11. Confidentiality; Entire Agreement; Amendments; Changes to Terms & Conditions: (a) All information that Buyer acquires from Seller hereunder, directly or indirectly, and all information that arises out of the sale of the Goods hereunder, concerning such Goods and/or proprietary processes involved, including information concerning Seller's current and future business plans, information relating to Seller's operations, know-how, and other. Seller-furnished information shall be deemed Seller's "Proprietary Information". Buyer shall (a) hold Seller's Proprietary Information in strictest confidence, (b) not disclose it to others, (c) use it solely for purposes of this Agreement and (d) upon Seller's request, either promptly deliver to Seller all such Proprietary Information that is in written, electronic or other form, including copies and summaries, or, at Seller's option, destroy such Proprietary Information and provide Buyer certification of such destruction. The obligations under this Section shall survive the expiration or termination of the Contract. (b) The Contract constitutes the entire agreement of the parties with respect to the purchase and sale of Goods and supersedes and excludes all prior and other discussions, representations (contractual or otherwise) and arrangements relating to the supply of Goods, including but not limited to, those relating to the performance of Goods or results that ought to be expected from using the Goods.

12. Governing Law: The rights and duties of the parties and any dispute regarding the sale of Goods covered hereby shall be resolved according to the laws of the state of Colorado, without regard to its conflicts of law provisions. Buyer hereby agrees to submit to the non-exclusive jurisdiction of the courts in the state of Colorado. Any controversy or claim arising out of or relating to the sale of Goods or the dealings between the parties shall be settled exclusively by arbitration in Denver, Colorado by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration rules then in effect, and judgment upon the award shall be entered in any court having jurisdiction thereof. The prevailing party in any arbitration proceeding shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief obtained.

13. Waiver: No failure to exercise nor any delay or omission in exercising any right, power or remedy by Seller operates as or constitutes a waiver. A single or partial exercise by Seller of any right, power or remedy does not preclude any other or further exercise by it of that or any other right, power or remedy. A waiver is not valid or binding on Seller unless made in writing. No failure by Seller to exercise, nor any delay or omission by Seller in exercising any right, power, or remedy nor any representation made, or conduct carried out by Seller under the Contract or in connection with the supply of Goods or any of them shall constitute or provide grounds for a common law or equitable estoppel.

14. Severance: If any provision of the Terms and Conditions or its application to any person or circumstances is or becomes invalid, illegal or unenforceable, the provision shall so far as possible be read down to such extent as may be necessary to ensure that it is not invalid, illegal or unenforceable. If any provision or part of it cannot be so read down, the provision or part of it shall be deemed void and severable and the remaining provisions of the Terms and Conditions shall not in any way be affected or impaired.

15. Abuse and Neglect: Any warranties given by Ixom Watercare Inc do not apply if the warranted product has been damaged by common negligence, accident or misuse, including if the product has become untethered and impacted shorelines, or has been impacted by boats. Any warranties given by Ixom Watercare Inc do not apply to any product that has been repaired, serviced, or modified by an unauthorized person.

16. Payment Terms: Unless otherwise agreed in writing, payment terms are net 30 days from date of invoice. Invoice will be sent at the beginning of contract effective dates.

17. Acts of God: Seller shall not be liable for any failure to perform, or any delay in performance of, repair or maintenance services under this Agreement when such failure or delay results from causes beyond the Seller's reasonable control. This includes, but is not limited to, acts of God, natural disasters (including floods, earthquakes, storms, or lightning), fire, war, terrorism, civil unrest, labor strikes, utility failures, or other extraordinary events. Any damage to or malfunction of machines caused directly or indirectly by such events is excluded from coverage under this Agreement and shall not be the responsibility of the Service Provider.

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City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile and City Council Members
FROM: Joe Heim, Parks and Recreation Director
DATE: August 19, 2026
TYPE OF REPORT: Consent Agenda
SUBJECT: Authorize Purchase of Shade Structures through the Sourcewell Cooperative Purchasing Program

Recommendation:

Adopt a Resolution authorizing the City Manager to issue a purchase order to Superior Recreational Products through the Sourcewell Cooperative Purchasing Program for the purchase of two shade structures for Skylark Park (700 Block Fairmont Dr.) in the amount of \$32,971.54, including engineering, freight, and sales tax, and one shade structure for Neighborhood Park (1538 Mayweed Dr.) in the amount of \$11,428.71, including engineering, freight, and sales tax.

Background:

The Fiscal Year 2026-2027 Capital Improvement Program includes funding for additional shade structures installation at two City parks. Staff is proposing the purchase of three prefabricated shade structures to provide additional shade over existing picnic areas, including two 40-foot by 30-foot hip shade structures at Skylark Park and one 20-foot by 20-foot hip shade structure at Neighborhood Park (1538 Mayweed Dr.). These improvements will enhance visitor comfort and increase the usability of park amenities during warmer months.

The proposed shade structure purchases were reviewed by the Parks and Recreation Commission on July 22, 2026, and by the Planning Commission on August 12, 2026. Both Commissions expressed support for the proposed improvements and recommended moving the project forward.

Discussion:

Staff obtained pricing from Superior Recreational Products, Park Planet, and Miracle Recreation for comparable shade structures. After reviewing the proposals, Superior Recreational Products provided the lowest overall cost with comparable quality. Staff also determined that utilizing the Sourcewell Cooperative Purchasing Program is the most efficient and cost-effective procurement method.

The City of Los Banos is a member of Sourcewell, a nationally recognized cooperative purchasing organization that competitively solicits and awards contracts on behalf of participating public agencies. Utilizing the Sourcewell contract allows the City to purchase the shade structures through an established competitive procurement process, eliminating the need to conduct a separate formal bid while ensuring competitive pricing.

The total purchase cost is \$44,400.25, including engineering, freight, and sales tax. Funding has been appropriated through the Fiscal Year 2026-2027 Capital Improvement Program and is allocated as follows:

- Skylark Park (2 shade structures): \$32,971.54
- Neighborhood Park (1 shade structure): \$11,428.71

Following Council approval, staff will finalize engineering design and order the shade structures. The remaining allocated project funding will be used for installation and permitting, which will be procured through an informal bidding process. Installation is anticipated for late fall 2026.

Fiscal Impact:

Funding for the purchase of the shade structures has been appropriated in the Fiscal Year 2026-2027 Capital Improvement Program. The purchase price for the two Skylark Park shade structures is \$32,971.54 and will be funded through account 284-458-200-720. The purchase price for the Neighborhood Park shade structure is \$11,428.71 and will be funded through account 287-458-200-720. The remaining allocated project funding will be used for installation, which will be procured through an informal bidding process per section 3-16.040 of the Municipal Code. Installation is anticipated for late fall 2026.

Reviewed by:


Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Site Maps
3. Exhibit Drawings
4. Quote from Superior Recreational Product

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SUPERIOR RECREATIONAL PRODUCTS THROUGH THE SOURCEWELL COOPERATIVE PURCHASING PROGRAM FOR THE PURCHASE OF SHADE STRUCTURES FOR SKYLARK PARK AND NEIGHBORHOOD PARK

WHEREAS, the Fiscal Year 2026-2027 Capital Improvement Program includes funding for shade improvements at City parks; and

WHEREAS, staff obtained pricing from multiple vendors for comparable shade structures and determined that Superior Recreational Products provided the lowest overall cost; and

WHEREAS, the City of Los Banos is a member of Sourcewell, a cooperative purchasing organization that competitively solicits and awards contracts on behalf of participating public agencies; and

WHEREAS, City Code Section 3-10.290 authorizes the procurement of commodities, equipment, and services through cooperative purchasing contracts awarded by another governmental or public agency, provided the applicable requirements have been satisfied; and

WHEREAS, utilizing the Sourcewell Cooperative Purchasing Program allows the City to procure the shade structures through an established competitive process while achieving cost savings and procurement efficiencies; and

WHEREAS, funding for the purchase of the shade structures has been appropriated through the Fiscal Year 2026-2027 Capital Improvement Program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to issue a purchase order to Superior Recreational Products through the Sourcewell Cooperative Purchasing Program for the purchase of two shade structures for Skylark Park in the amount of \$32,971.54 and one shade structure for Neighborhood Park in the amount of \$11,428.71, for a total purchase amount of \$44,400.25, including engineering, freight, and sales tax.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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:

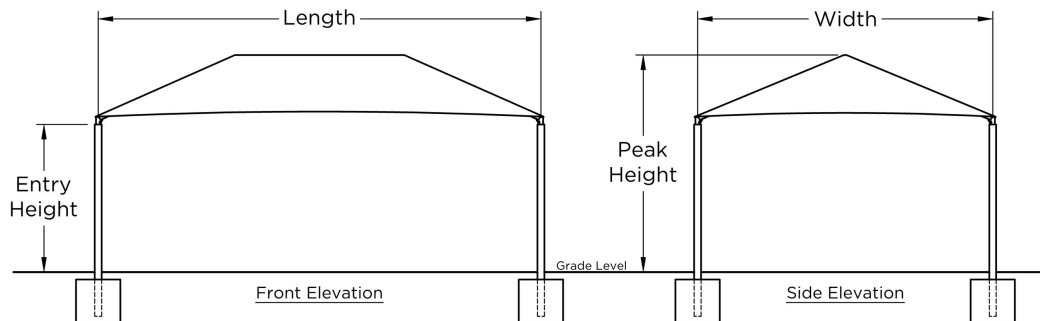
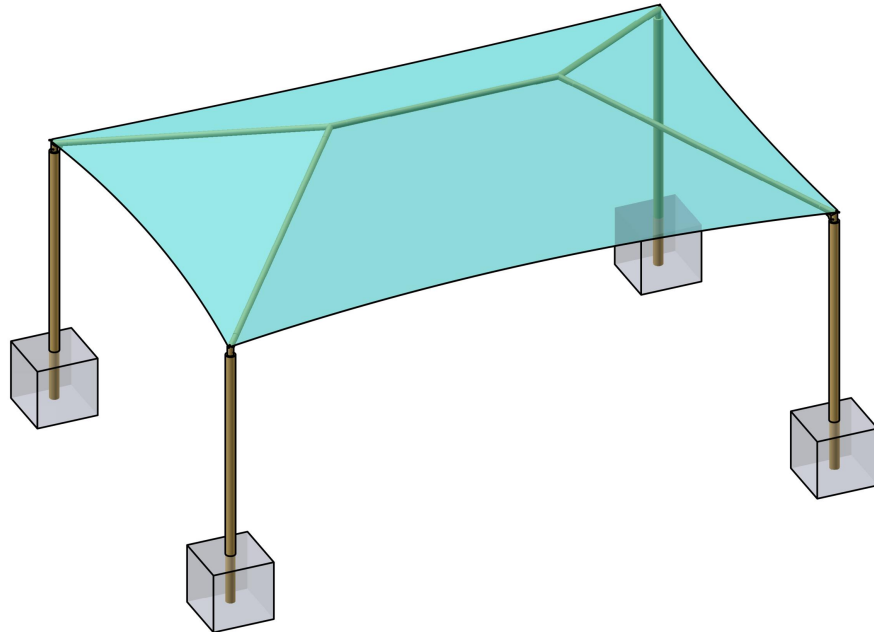
Michael S. Amabile, Mayor

ATTEST:

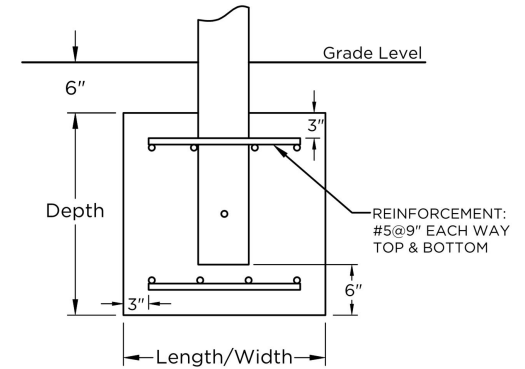
Lucille L. Mallonee, City Clerk

Hip Shade

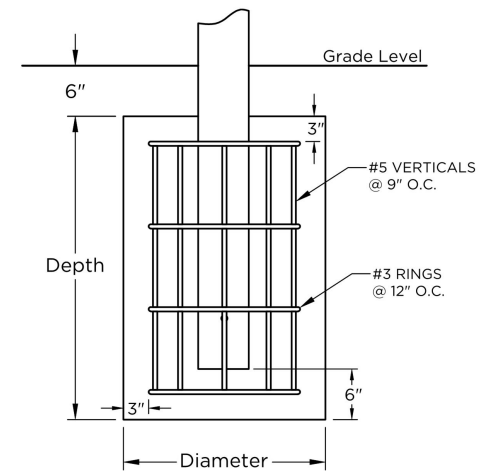
Length	40'	Width	30'	Entry Height	10'
Peak Height	16.06'	Elbow	Standard	Column Mount	Embedded
Column Size	Ø6.6" Sch-40	Rafter Size	Ø5.0" 7-Ga	Ridge Size	Ø5.0" 7-Ga
Column Length	13'	Rafter Length	21.33'	Ridge Length	12.2'
Dome Qty.	1	Column Qty.	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	4.54	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	7	N/A



SuperiorShade

QUOTE

128656

SHADE SIZE

40 X 30

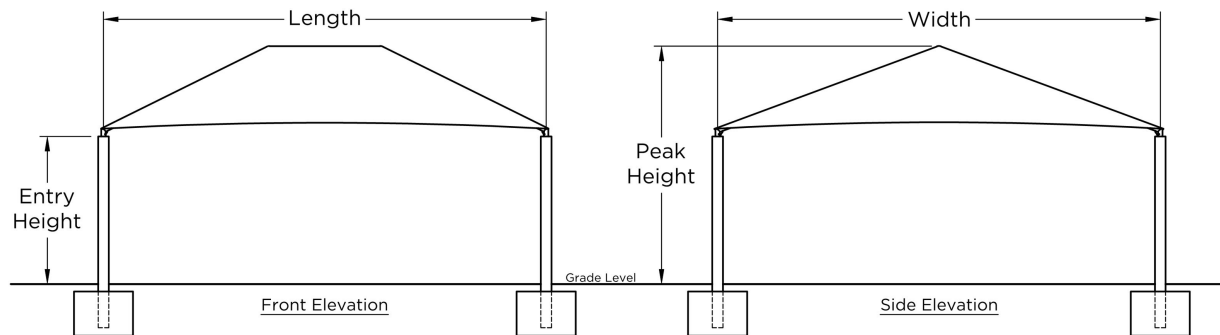
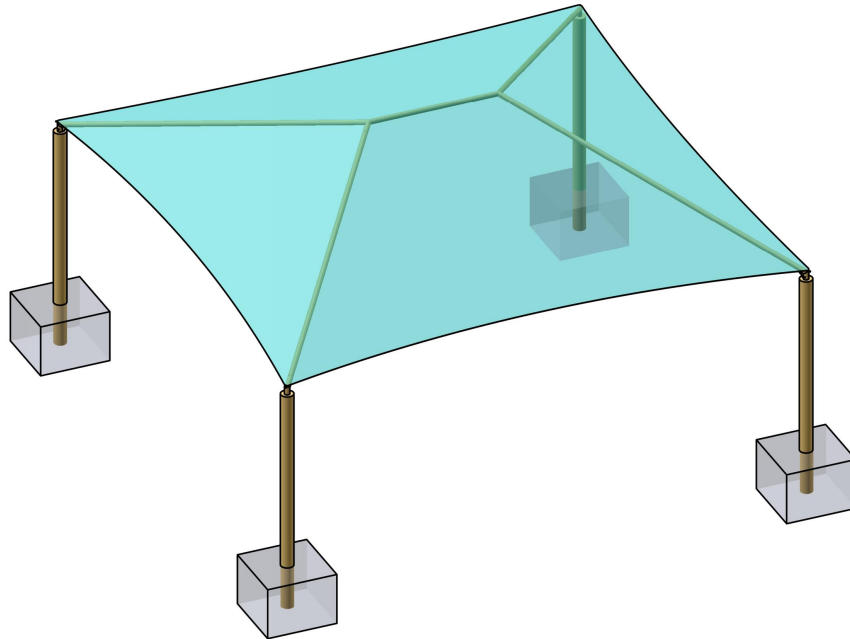
SHADE STYLE

Hip Shade

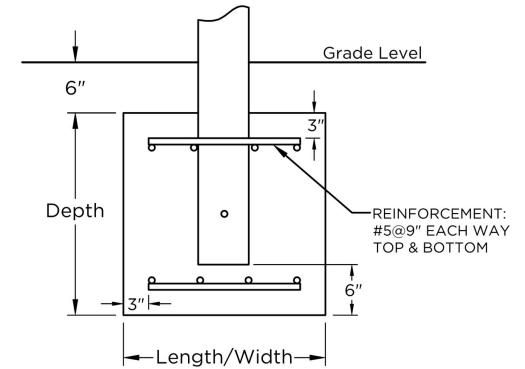
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Hip Shade

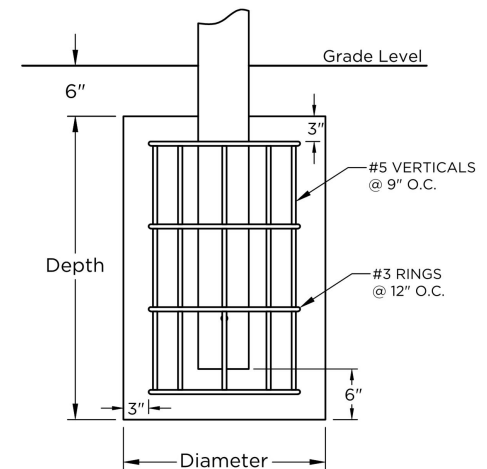
Length	20'	Width	20'	Entry Height	12'
Peak Height	15.7'	Elbow	Standard	Column Mount	Embedded
Column Size	Ø5.5" Sch-40	Rafter Size	Ø3.5" 11-Ga	Ridge Size	Ø3.5" 11-Ga
Column Length	15'	Rafter Length	13.04'	Ridge Length	5'
Dome Qty.	1	Column Qty.	4		



Square Footing		
Column	Length & Width	Depth
Single Cap	2.79	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	3.81	N/A
3'-0"	Out of range	N/A



SuperiorShade

QUOTE
128674

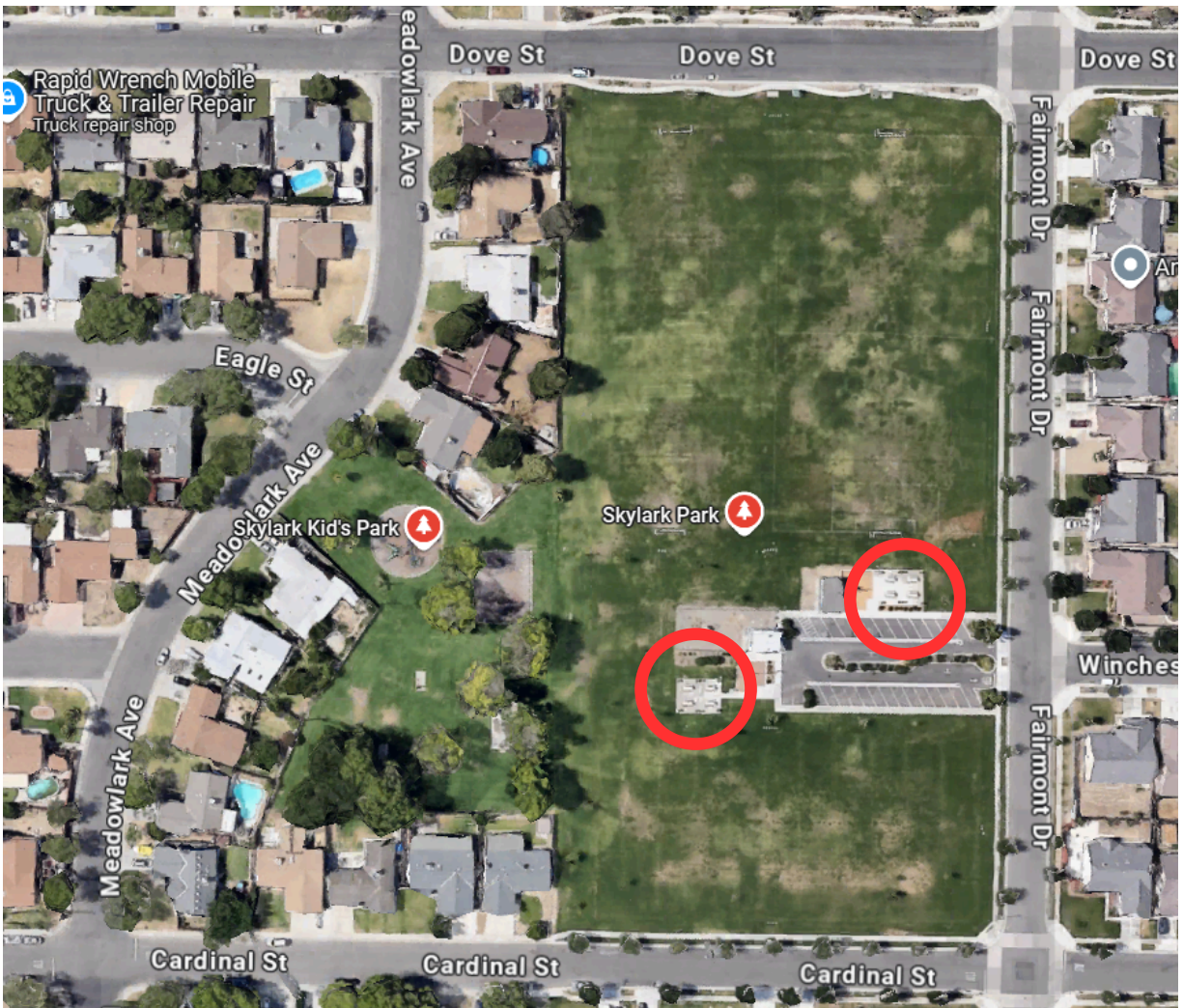
SHADE SIZE
20 X 20

SHADE STYLE
Hip Shade

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

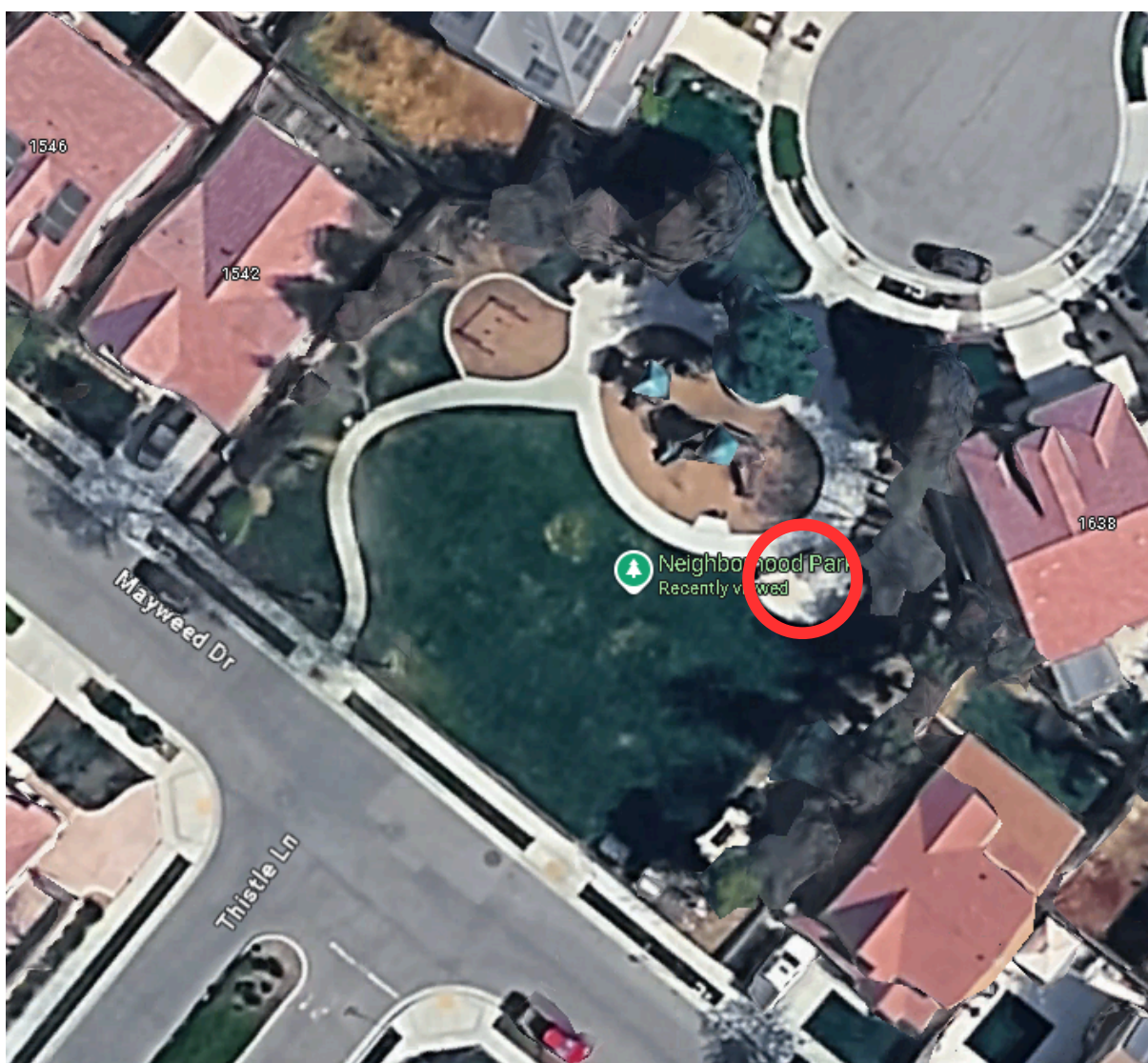
Skylark Park

700 Block Fairmont Dr.



Neighborhood Park

1538 Mayweed Dr.



Examples in Existing Parks

Oliveira Park



Regency Lot D Park



Verona Park





1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0327570

CREATED: 5/12/2026

EXPIRES: 6/30/2026

PROJECT NAME		NOTES	
Skylark Park		***SOURCEWELL 101625-SPR***	
BILL TO		SHIP TO	TERMS
City of Los Banos, CA Los Banos CA 93635		City of Los Banos, CA Los Banos CA 93635	Prepay
QTY	ITEM	UNIT PRICE	EXTENDED PRICE
2	Custom Shade Design - Proposal 128678-A Rectangle Hip Shade: 40' Length x 30' Width x 10' Entry Height. (4) Embedded Columns at Ø6.6" Sch-40. Rafters at Ø5.0" 7-Ga Without Glide Elbows. . Frame Color: TBD Fabric Color: TBD	\$15,789.50	\$31,579.00
	2026 SRP - Price Increase - Price Increase is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace. SRP Increase is currently 5.0% based on 'Dealer Net Cost'. SRP hopes that the market volatility recedes and we can return to normalized quotation and order entry practices.	5%	\$1,578.95
	Subtotal.		\$33,157.95
	SRP Sourcewell Discount - SRP Sourcewell 12% Discount	-12%	(\$3,978.95)
	Subtotal.		\$29,179.00
1	Engineering: Sealed Drawings & Calculations Fees - Engineering: Sealed Drawings & Fees with Calculations	\$1,000.00	\$1,000.00
1	Expedite Fee - Expedite Fee Engineering Only	\$250.00	\$250.00
	Subtotal		\$1,250.00
1	Custom Shade Design - Proposal 128678-B Square Hip Shade: 20' Length x 20' Width x 12' Entry Height. (4) Embedded Columns at Ø5.5" Sch-40. Rafters at Ø3.5" 11-Ga Without Glide Elbows. . Frame Color: TBD Fabric Color: TBD	\$10,119.00	\$10,119.00

Important note: Superior customers are responsible for any and all sales tax due. Tax rate(s) are fluid and dependent upon the exact ship-to and the effective rate on the date the order ships from any Superior facility. If exempt, please provide tax exempt documents when submitting your signed quote or purchase order, if not already provided. Taxes may not be displayed on the quote or sales order but will be billed where required by law.

SRP holds the following certifications (Approved Fabricator) Shade: Clark County (NV), City of Los Angeles (LADBS), City of Houston, City of Phoenix. If your project needs to be certified, please inform SRP in writing during order placement. Note: Additional fees may be required.

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at



1050 Columbia Dr.
Carrollton, GA 30117

1.800.327.8774
superiorrecreation.com

QUO0327570

CREATED: 5/12/2026

EXPIRES: 6/30/2026

QTY	ITEM	UNIT PRICE	EXTENDED PRICE
	2026 SRP - Price Increase - Price Increase is for current escalations in pricing for raw materials, goods, and services being experienced in the marketplace. SRP Increase is currently 5.0% based on 'Dealer Net Cost'. SRP hopes that the market volatility recedes and we can return to normalized quotation and order entry practices.	5%	\$505.95
	Subtotal.		\$10,624.95
	SRP Sourcewell Discount - SRP Sourcewell 12% Discount	-12%	(\$1,274.99)
	Subtotal.		\$9,349.96
1	Engineering: Sealed Drawings & Calculations Fees - Engineering: Sealed Drawings & Fees with Calculations	\$1,000.00	\$1,000.00
1	Expedite Fee - Expedite Fee Engineering Only	\$250.00	\$250.00
	Subtotal		\$1,250.00
1	Freight: Combined Freight Out Billable - Combined Freight: Freight Out Billable Combined freight prices are only valid if the structures are ordered together and shipped together to the same site. Shipment can be bundled as required to maximize efficiency.	\$3,874.95	\$3,874.95
	2026 Shade Freight Promotion - Terms and Conditions Items must be ordered by June 30, 2026. Free freight only applies to shade orders equal to or greater than \$30,000 MSRP and does not apply to other Superior product lines, even if the products are ordered on the same purchase order. Special freight requests, including but not limited to expedited shipping, carrier offload, and inside delivery will be subject to standard charges. This discount may not be combined with any other promotional offer.	(\$3,874.95)	(\$3,874.95)
Subtotal			\$41,028.96
Tax (8.75%)			\$3,371.29
Net Total			\$44,400.25

Important note: Superior customers are responsible for any and all sales tax due. Tax rate(s) are fluid and dependent upon the exact ship-to and the effective rate on the date the order ships from any Superior facility. If exempt, please provide tax exempt documents when submitting your signed quote or purchase order, if not already provided. Taxes may not be displayed on the quote or sales order but will be billed where required by law.

SRP holds the following certifications (Approved Fabricator) Shade: Clark County (NV), City of Los Angeles (LADBS), City of Houston, City of Phoenix. If your project needs to be certified, please inform SRP in writing during order placement. Note: Additional fees may be required.

Thank you for the opportunity to quote your upcoming project! If you have any questions, please contact our Customer Service Department at

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City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile and City Council Members
FROM: Joe Heim, Parks and Recreation Director
DATE: August 19, 2026
TYPE OF REPORT: Consent Agenda
SUBJECT: Authorizing an Amendment to the Fiscal Year 2026-2027 Budget in Account 100-451-240-720 and Awarding a Contract to Pristine Roofing for the Ranchwood Day Care Building Roof Replacement

Recommendation:

That the City Council:

1. Adopt the Resolution amending the Fiscal Year 2026-2027 Budget by increasing appropriations in Capital Buildings & Structures for Recreation Account 100-451-240-720 in the amount of \$65,000.00; and
2. Approve an agreement with Pristine Roofing in the amount of \$62,056.00 for replacement of the roof at the Ranchwood Day Care Facility, and authorize the City Manager to execute the agreement.

Background:

The Ranchwood Day Care Facility, located at 515 Stonewood Drive, has experienced roof leaks during rain events due to the deteriorating condition of the existing foam roof. To protect the facility, maintain a safe environment for children and staff, and ensure continued compliance for daycare operations, staff evaluated replacement options for the roof.

The project is not currently funded in the Fiscal Year 2026-2027 budget and requires a budget amendment before construction can proceed.

Discussion:

The Public Works Facilities Division solicited proposals to address the failing roof system. Specialty Roofing of California submitted a proposal to repair and refurbish the existing foam roof, while Pristine Roofing proposed complete removal of the existing roof and installation of a new 60-mil TPO roofing system.

Facilities staff also reached out to two additional roofing contractors but did not receive responses. After reviewing the available proposals, staff determined that while the refurbishment option represented a lower initial cost, a complete roof replacement provides the better long-term solution by replacing the failing roofing system rather than extending its service life through repairs.

Staff recommends awarding the contract to Pristine Roofing in the amount of \$62,056. The proposed \$65,000 budget amendment includes a contingency to address any unforeseen conditions encountered during construction without delaying the project.

The work is anticipated to be completed prior to the Winter 2026 rainy season to reduce the risk of additional leaks and prevent disruptions to daycare operations. Construction activities will be coordinated with Pennington's Little Friends Day Care to minimize impacts while maintaining safe operations throughout the project.

Procurement:

The proposed roof replacement project qualifies as a public project under the California Uniform Public Construction Cost Accounting Act (CUPCCAA) and the City's California Cost Accounting Policies and Procedures Manual. Because the total project cost is below the applicable CUPCCAA threshold (less than \$75,000.00) requiring formal competitive bidding, the City may utilize informal procurement procedures and/or negotiate a contract with a qualified contractor. Consistent with these procedures, the Public Works Facilities Division solicited proposals from four roofing contractors and evaluated the responses received. Based on staff's review, Pristine Roofing's proposal to remove and replace the existing roof with a new 60-mil TPO roofing system provides the best overall value and long-term benefit to the City. Accordingly, staff recommends approval of a negotiated contract with Pristine Roofing in the amount of \$62,056.

Additionally, pursuant to Section 3-16.030 of the Los Banos Municipal Code, public works projects below the formal bidding threshold may be procured through informal procedures or negotiated contract, and the proposed contract is consistent with those requirements.

Environmental Impact:

This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301 (Class 1, Existing Facilities). The project consists of the replacement of the existing roof at the Ranchwood Day Care Facility, an existing public facility, involving maintenance, repair of an existing structure with no expansion of use beyond that currently existing. The project will replace the deteriorated roof system with a new roofing system within the existing building footprint and will not increase the facility's capacity or change its use. Therefore, the project qualifies for the Class 1 Existing Facilities exemption, and no further environmental review is required.

Fiscal Impact:

Approval of this item will amend the Fiscal Year 2026-2027 Budget by increasing appropriations in Capital Buildings & Structures for Recreation Account 100-451-240-720 in the amount of \$65,000. The City will enter into a construction contract with Pristine Roofing in the amount of \$62,056, with the remaining funds available to address unforeseen construction-related expenses if necessary.

Reviewed by:



Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Project Quote
3. Agreement

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RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS AMENDING THE FISCAL YEAR 2026-2027 BUDGET BY INCREASING APPROPRIATIONS IN CAPITAL BUILDINGS & STRUCTURES FOR RECREATION ACCOUNT 100-451-240-720 FOR EXPENDITURES IN THE AMOUNT OF \$65,000.00 FOR THE RANCHWOOD DAY CARE FACILITY ROOF REPLACEMENT PROJECT

WHEREAS, the City Council of the City of Los Banos has been presented a proposal to increase appropriations in the Fiscal Year 2026-2027 Budget; 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 Ranchwood Day Care Facility roof has deteriorated and is experiencing leaks during rain events, requiring replacement to protect the building and maintain a safe facility for daycare operations; and

WHEREAS, the City evaluated available roofing options and determined that complete replacement of the existing roof provides the most practical long-term solution while reducing future maintenance needs; and

WHEREAS, the proposed increase in appropriations includes expenditures of \$65,000.00 within Capital Buildings & Structures for Recreation Account 100-451-240-720 for replacement of the Ranchwood Day Care Facility roof, including a contingency for unforeseen construction-related expenses; and

WHEREAS, the proposed amendment to the Fiscal Year 2026-2027 Budget has been reviewed by the Finance Director; and

WHEREAS, the City Manager, or designee, is authorized to execute all agreements, contracts, purchase orders, and other documents necessary to complete the Ranchwood Day Care Facility Roof Replacement Project, subject to the approved project budget and applicable City purchasing requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby:

1. Approve amending the Fiscal Year 2026-2027 Budget by increasing appropriations in Capital Buildings & Structures for Recreation Account 100-451-240-720 in the amount of \$65,000.00.
2. Approve an agreement with Pristine Roofing in the amount of \$62,056.00 for replacement of the roof at the Ranchwood Day Care Facility, and authorize the City Manager to execute the agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



PRISTINE ROOFING

LIC # 1069255
969 E LACEY BLVD
HANFORD, CA 93230
(559) 442-9233



RE-ROOF

JUN 01, 2026

We can help you with
Roofing, Gutters and Insulation
Residential, Commercial and Industrial

cg.pristineroofingca@gmail.com

PATRICK ARAMBEL

515 Stonewood Drive
Los Banos, CA
93635

INTRODUCTION

Hi Patrick,

Thank you for the opportunity to quote on the repairs to your home. Please find your estimate below along with upgrade options for potential improvements to your project, if applicable.

The following estimate is for:

1. Remove and disposal of old materials
2. Supply and install new materials
3. Clean up of entire work area (all nails and other materials)
4. Your own dedicated Production Scheduling team
5. All employees are WCB and COR certified
6. We are Licensed to work in your geographical region
7. Audit of all work completed by Quality Control Officer
8. 5-year Workmanship Warranty on complete projects - (Full Roof / Full Metals or Full Siding)

We don't want you to be personally liable should a worker happen to get injured therefore we maintain current WCB for all employees and crews. We carry two million liability insurance.

As well, we have mandatory safety training for our staff to ensure safe practices always. Once the job is complete, complete an additional full inspection on your home to ensure we did everything correct and up to our strict standards and site is spotless.

If you have any questions, please give me a call. We always want to provide the best value to our clients. If we are outside your budget, please let me know and we will do our best to work within that.

Kind regards,

Chris Gilpin
cg.pristineroofingca@gmail.com



PRISROO-01

09/08/2025

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2025

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. 548 W Cromwell Avenue Suite 101 Fresno, CA 93711	CONTACT NAME: Shelly Recek PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: shelly.recek@hubinternational.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Canopius US Insurance, Inc INSURER B : Kemper Independence - KIC INSURER C : ICW Group INSURER D : Underwriters at Lloyd's London INSURER E : INSURER F :
INSURED Pristine Roofing 969 E Lacey Blvd Hanford, CA 93230--4738	NAIC # 12961 10914 27847 15792

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CUSPC19000038-01	8/26/2025	8/26/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			50011537001	7/8/2025	7/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WPL 5079492 01	8/26/2025	8/26/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liabili			B0621PPRIS003825	8/26/2025	8/26/2026	

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

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

DURO-TECH™ TPO 60-MIL MEMBRANE

DESCRIPTION:

Duro-TECH™ TPO 60-Mil ("TPO60") is a flexible thermoplastic polyolefin ("TPO") roofing membrane made for use in Duro-TECH TPO roofing systems. TPO60 meets or exceeds all requirements for ASTM D6878.

TPO60 is available as roll goods and can be custom-fabricated as accessories.

TPO60 is a TPO membrane which incorporates a polyester reinforcement fabric (weft-inserted scrim) within TPO films to provide exceptional strength and waterproofing.

TPO products are not compatible with PVC products.

TPO Film – Proprietary TPO formulation of resins, thermal, and UV stabilizers, and flame retardants.

- TPO film above scrim – 30 mil (0.76 mm).

Weft-Inserted Scrim – A 9 x 9 polyester fabric construction with weft insertion, provides superior tear and puncture resistance. The polyester thread is treated to prevent wicking.

Total Thickness – 60 mil (1.52 mm), nominal.

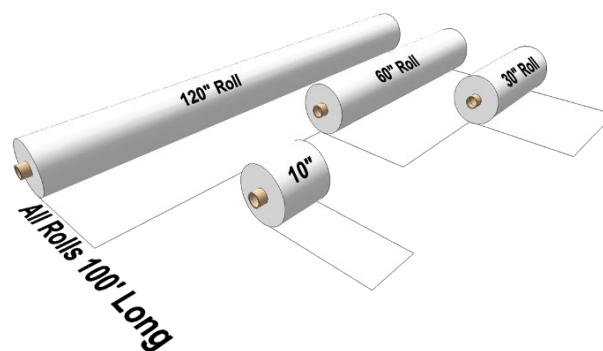
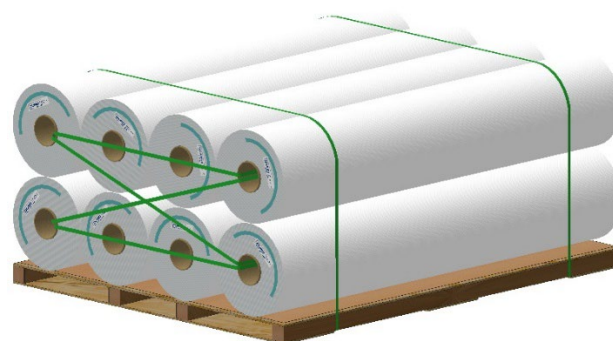
Weight – 0.31 lb/ft² (1.51 kg/m²).

Colors – White, tan, and gray.

- The thicker-above-scrim film layer must always be installed on top.

ROLL PROPERTIES		
Dimensions ft (m)	Approximate Coverage w/6-In. (152-mm) Overlap ft ² (m ²)	Approximate Weight lb (kg)
10-in. x 100 (0.3 x 30.5)	58 (5.4) (no overlap)	25.83 (11.72)
2.5 x 100 (0.8 x 30.5)	199 (18.5)	77.50 (35.15)
5 x 100 (1.5 x 30.5)	447 (41.5)	155 (70.31)
10 x 100 (3 x 30.5)	945 (87.8)	310 (140.61)

Overlap Line – A line, 6 inches (152 mm) from the edge of the sheet, is factory-applied to the top of the sheet to assist in maintaining proper overlap between sheets.



Seam Plate and Fastener Placement Guides – "X"s are placed at 6-inch (152-mm) intervals along one edge of the sheet to assist in maintaining proper spacing between fasteners. Install fasteners so that the outside edge of the seam plate is inset 1/2 inch (13 mm) from the edge of the sheet.

"T-Lap" Patches – A patch, with rounded corners, is required at all lap areas where three or more layers of membrane intersect ("T-Lap"). The minimum size of the patch is 4 x 4 inches (102 x 102 mm) or 4-inch (102-mm) diameter. Patches can be made with a maximum of 45-mil Duro-TECH TPO membrane or Duro-TECH TPO Unsupported T-Joint Covers. Refer to Detail T1195.

Energy Efficiency:

White TPO60 is an excellent product for complying with California Title 24, LEED®, and other energy efficiency programs requiring the use of a highly reflective roof membrane.

COOL ROOF RATING COUNCIL (CRRC)							
COLORS	CRRC ID	Solar Reflectance		Thermal Emittance		Solar Reflective Index (SRI)	
		Initial	3-yr	Initial	3-yr	Initial	3-yr
White	0610-0023	0.79	0.69	0.85	0.83	98	83
Tan	0610-0029	0.73	0.66	0.90	0.91	90	81
Gray	0610-0028	0.34	0.34	0.89	0.88	37	36

LEED-NC & LEED-EB Credits – White TPO60 alone can obtain one credit in either U.S. Green Building Council's LEED-NC or LEED-EB programs. In combination with other design criteria, the membrane may help attain other credits.

LEED-NC Credit Category	Duro-TECH Attribute
Sustainable Sites Heat Island Reduction	Solar Reflective Index (SRI) = 98
LEED-EB Credit Category	Duro-TECH Attribute
Sustainable Sites Heat Island Reduction	Solar Reflective Index (SRI) = 98

WARRANTY:

The following warranties are available for projects utilizing TPO60. Contact Duro-Last for warranty details.

AVAILABLE DURO-TECH 60-MIL WARRANTIES		
TYPE	15-YEAR	20-YEAR
Supreme	NOT APPLICABLE	
Ultra	15-Year High Wind TPO	20-Year High Wind TPO
	15-Year Hail TPO	
	15-Year Hail and High Wind TPO	
Basic	15-Year NDL TPO	20-Year NDL TPO
	15-Year Material Only TPO	20-Year Material Only TPO
Residential	15-Year Residential TPO	20-Year Residential TPO

CODES AND STANDARDS:

Underwriters Laboratories (US & Canada)¹, NEMO CERT Evaluation Report¹, FM Approvals¹, Canadian Construction Materials Centre¹, State of Florida¹, Miami-Dade County¹, Texas Department of Insurance (TDI)¹.

¹ Pending

STORAGE:

Keep away from ignition sources.

Store rolls lengthwise on pallets. Use tarps to keep rolls dry.

PRECAUTIONS:

Keep away from ignition sources. Do not smoke while installing.

Wear proper personal protective equipment, such as gloves and eye protection, per the SDS.

MEMBRANE ATTACHMENT:

Mechanically Fastened – TPO60 may be mechanically fastened to a variety of roof deck and wall materials. An appropriate slip sheet, insulation, or cover board may be required. Refer to the Duro-TECH TPO Mechanically Fastened Roofing System Specification for system requirements.

Induction Welded – Induction welding may be used to attach TPO60. An appropriate slip sheet, insulation, or cover board may be required. Refer to the Duro-TECH TPO Induction Weld Roofing System Specification for system requirements.

Adhered – TPO60 may be adhered to a variety of properly prepared roof decks, walls, insulations, or cover boards. Refer to the Duro-TECH TPO Adhered Roofing System Specification for system requirements.

PHYSICAL PROPERTIES:

TPO60 has been subjected to the tests required by ASTM D6878 “Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing”. The results of each test are listed below. ASTM’s Overall Thickness requirements for the membrane are plus or minus 10% (nominal) of the listed Typical Value.

PHYSICAL PROPERTIES				
Physical Property	Test Method	ASTM D6878 Requirement	Result	Typical Value
Overall Thickness	ASTM D751	≥ 54 and ≤ 66 mil (≥ 1.37 and ≤ 1.68 mm)	PASS	60 mil (1.52 mm) nominal
Thickness Over Scrim	ASTM D7635	≥ 15 mil (≥ 0.38 mm)	PASS	30 mil (0.76 mm)
Breaking Strength	ASTM D751 grab method	≥ 220 lbf (≥ 978.6 N)	PASS	390 lbf (1,734.8 N)
Elongation at Reinforcement Break	ASTM D751 grab method	$\geq 15\%$	PASS	25%
Tear Strength	ASTM D751	≥ 55 lbf (≥ 244.7 N)	PASS	120 lbf (533.8 N)
Brittleness Point	ASTM D2137	Must pass at -40° F (-40° C)	PASS	PASS
Ozone Resistance, No Cracks	ASTM D1149	PASS (no cracks)	PASS	PASS
Properties After Heat Aging (Retained Values) ASTM D573 – 5,376 Hours (224 Days or 32 Weeks) at 240° F (115.6° C)				
Breaking Strength	ASTM D751 grab method	90% min	PASS	> 90%
Elongation at Reinforcement Break	ASTM D751 grab method	90% min	PASS	> 90%
Tear Strength	ASTM D751	60% min	PASS	> 60%
Weight of Change	–	$\pm 1\%$ max	PASS	< 1%
Linear Dimension Change	ASTM D1204 6 hours at 158° F (70° C)	$\pm 1\%$ max	PASS	< 1%
Water Absorption	ASTM D471	$\pm 3\%$ max	PASS	< 3%
Weather Resistance	ASTM G155 176° F (80° C) Black Panel, no cracking, crazing when wrapped around a 3-inch (76.2-mm) mandrel and inspected at 7X magnification	10,800 kJ/m ² min	PASS	> 60,000 kJ/m ²
Puncture	FTM 101C method 2031	–	PASS	300 lbf (1,334.5 N)
Dynamic Puncture	ASTM D5635	–	PASS	50 J
Static Puncture	ASTM D5602	–	PASS	55 lb (24.95 kg)
Air Permeance (Material)	ASTM E2178	0.004 ft ³ /ft ² max (0.02 L/(s*m ²))	PASS	PASS

APPROVALS:

Duro-Last, the “World’s Best Roof”, and Duro-TECH are trademarks in the Amrize portfolio.
All other trademarks are property of their respective owners.

INSPECTION





DURO-TECH 60 MIL TPO

Description
Scope Of Work
Remove existing foam coated roof down to the deck.
Install Duro-Guard cover board. Part of a "Class A" assembly over combustible and noncombustible decks and extruded polystyrene.
Install DURO-TECH® 60-MIL MEMBRANE - to be installed over the seperation sheet and mechanically attached to the wood decking. All membrane seams will be heat welded.
Properly terminate all membrane with termination bar according to manufacturer specifications.
Step-flashing
Install DURO-LAST® Flexible T Joint Cover Patches at all necessary locations.
Remove and replace all existing pipe penetrations with DURO-LAST® Split Pipe Boots
Install DURO-LAST® Universal Corner at all inside and outside corners.
Install DURO-LAST® Vents at all vent penetrations on the roof
All materials/products will be installed according to manufacturer specifications.
Provide and install coping metal flashing around perimeter of the roof.
Prevailing Wages are calculated for labor costs.
Permits and Fees
Dump and disposal fees.

Estimate subtotal	\$62,056.00
Total	\$62,056.00

* Upon removal of existing roof further inspection will be made. Any decking or insulation that needs to be replaced will be an additional cost from original estimate.

Pay Schedule:

- 40% on the start date: \$24,822.40
- 40% on day of material delivery: \$24,822.40
- 20% on passing of final inspection \$12,411.20

AUTHORIZATION

DURO-TECH 60 MIL TPO

\$62,056.00

Name:

Patrick Arambel

Address:

515 Stonewood Drive, Los Banos, CA

Estimates valid for 30 days from date of estimate

Customer Comments / Notes

Patrick Arambel:

Date:

<p>By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price and understand that this work will be completed in accordance with industry best practices.</p>

TERMS AND CONDITIONS

You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the date stated in the contract, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your state/ territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.

I understand that if roof rot is discovered during tear-off Pristine Roofing reserves the right to replace sheathing and bill me up to \$200 in addition to the estimated cost below without notifying me in advance. Pristine Roofing will call me for authorization if wood replacement will exceed \$200.

I understand that I must remove items from the interior walls of my home that may be damaged or fall due to vibrations from the loading/installation of shingles on to my roof (if applicable), or installation of siding. Pristine Roofing is not liable for such damages.

I understand that minor stucco damage may result when the roof is torn off areas where stucco meets my roof's surface, especially where improperly applied. Pristine Roofing is not liable for repairing said damage.

I understand that Pristine Roofing is not liable for any damages that may result from improperly installed plumbing or electrical lines in the attic space. Pristine Roofing is not liable for damages caused by water and electrical lines installed against the bottom of the plywood sheathing.

I understand that if my commercial building has internal drains they will need to be tested by a plumber to ensure proper function. Pristine Roofing is not liable for improperly installed plumbing/drains or drain blockages/disruptions.

I understand that maintenance is a requirement of all roofing systems. Leaks stemming from maintenance issues ie clogged drains, debris build up, clogged valleys will not fall under the provided warranty from Pristine Roofing. It is the responsibility of the homeowner and/or building owner to maintain new roof with proper maintenance from a licensed source.

I understand that any warranty for material used during the project is provided by the material manufacturer. Unless agreed upon otherwise, Pristine Roofing provides a 10-year Workmanship Warranty on portions of the project in which Pristine Roofing fully replaced any existing products. Roofing workmanship warranties will be reduced to one year when home owners have requested that full synthetic underlayment not be installed. Full warranty details available by request.

I understand that, unless agreed upon. This does not apply to products, some of which may deteriorate more rapidly (ie. sealants) and should be inspected on a regular basis, and am not responsible for material shortage and have no claim to material surpluses.

I certify that I am the registered owner of the above project property, or have the legal permission to authorize Pristine Roofing to perform the work as stated and agree to pay the total project price.

I understand that any insurance claims are subject to the specific terms and conditions outlined by my insurance company, and may be subject to insurance company approval.

I acknowledge that I have read and understand this page. Initials: _____

I understand that payment in full is due upon completion of work as stated in the contract NOT upon final inspection. Payment is due in full on the SAME day as completion. All invoices not paid in full after 5 days will be subject to a 2% per month interest charge.

In the event of a possible warranty claim Pristine Roofing will dispatch a tech. Once on site if the technician determines the problem to be from another source with photographic evidence the owner will be charged a flat \$200 service fee for the diagnostic. If more work is required to remedy the leak this will require another estimate from Pristine Roofing.

If any action at law or in equity is brought to enforce or interpret the terms of this contract, the prevailing Party shall be entitled to recover all costs incurred in such action or proceeding, including reasonable attorneys' fees, in addition to any other relief to which they may otherwise be entitled.

EXCEPT AS OTHERWISE PROVIDED HEREIN, PRISTINE ROOFING MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHERWISE.

BY EXECUTION OF THIS CONTRACT, CUSTOMER AGREES THAT PRISTINE ROOFING'S LIABILITY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR BREACH OF CONTRACT, BREACH OF ANY WARRANTY, OR NEGLIGENCE IS LIMITED TO THE CONTRACT PRICE STATED HEREIN.

PRISTINE ROOFING SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR FOR LOST PROFITS OR REVENUES, OR FOR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT, REGARDLESS OF: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

I acknowledge that I have read and understand this page. Initials: _____



WARRANTY

This document warrants that should a defect in workmanship, related to the work completed by Pristine Roofing, occur within (10 years Residential, 5 years Commercial, 2 years repair) of the project, Pristine Roofing will complete repairs within the original project's scope of work at no charge to the customer. This warranty does not cover normal wear and tear, hail damage, wind damage, sun damage, intentional or accidental damage by any person, or acts of God that may or may not merit an insurance claim. This warranty only applies to portions of the project in which Pristine Roofing fully replaced any existing products, and does not cover repairs or service done to another contractor's work. Defects in the building materials used to complete work do not fall under the scope of this workmanship warranty; any building products installed will instead be covered by the product's original manufacturer warranty.

Customer

Patrick Arambel

Project address

515 Stonewood Drive, Los Banos, CA

Date Project Completed

-

Thank you again for choosing Pristine Roofing to complete work on your property. We trust you had a great customer experience!

Mike Mckenna - President

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City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile & City Council Members

FROM: Ramon McDonald, Administrative Sergeant

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: Authorize the City Manager to Execute an Agreement with Motorola Solutions to Implement a Public Safety Drone for First Responder (DFR) Program

Recommendation:

That the City Council authorizes the City Manager to execute a 4-year agreement with Motorola Solutions for the acquisition of pre-positioned drone first responder systems (BRINC/Motorola Solutions).

Discussion:

In 2018, the City of Los Banos Police Department began operating an FAA Part 107 UAS/drone program. Since this time, the UAS/ drones have been used to support patrol and other departments within the City of Los Banos and Merced County, to:

- Assist patrol officers in locating missing persons or suspects attempting to elude law enforcement during day and night operations. The drones are equipped with infrared cameras that enhance search capabilities in the dark.
- During search warrants, by monitoring the building exterior for suspects and hazards before officer entry. Drones have also been used to clear rooms where potentially dangerous or armed suspects are believed to be hiding, providing for additional officers and public safety.
- During fire incidents, to document the scene and provide an overhead view of the property. This allows Fire Personnel to assess structures for hazards and provide live data for operational decisions.

- To assess the Water Treatment plant when the ground is wet and unsafe. The drone provided quick footage of the area and identified possible hazards. This lowers the risk of sending city equipment and personnel to high-risk areas.
- Mutual aid: to assist Merced County during severe floods within the area. The drone provided live footage to rescue crews and the command center. Providing the location of damaged levees and showing the extent of the damage. This data was provided to repair crews, allowing them to engineer a repair plan and provide the safest route to the hazard. The drone was used to check rooftops and structures for subjects needing rescue.
- Drones have been deployed from the police department for calls that were within reach. The drone arrived prior to the officers, allowing the pilot to assess the area, locate subjects, and provide up-to-date information to ground personnel prior to their arrival. This allows for additional time and more efficient decision making.
- At public events, providing overwatch and enhancing public safety.

Traditional deployments require officers to transport and launch drones on-scene, keeping the drone within visual line of sight to meet FAA regulations, causing delays.

The DFR program deploys prepositioned drones in temperature-controlled docks for immediate remote launch from the Los Banos Police Department, providing real-time aerial intelligence and communication with dispatch. The pilots and certifications from the FAA allow the drone to be flown beyond visual line of sight. This will allow the drone to arrive before first responders, giving an assessment of the area and subject information.

Motorola Solutions and Brinc, offer a four-year contract for the DFR program. This will provide the necessary technology, training and FAA certifications for the Los Banos Police Department. The first year of the contract is free of charge. The Los Banos Police Department will not be charged for the technology or installation. This will allow our department to gather live usage data to determine if the DFR program is useful to our city. If the Department decides to cancel during the first year, we will not be charged for the additional years listed under this contract.

The product agreement has been reviewed by the City Attorney.

Benefits:

- Reduce response times (drones often arrive on scene first).
- Enhance officer safety and de-escalation via overhead views before ground contact.
- Real-time video streaming to Dispatch and responding officers.
- Proven early results in arrests and call mitigation.

Expenditures:

There is no cost to the City during year one of this program.

Procurement:

Pursuant to Los Banos Municipal Code Section 3-10.230, the City Council may exempt certain acquisitions from the competitive bidding requirements when the procurement involves specialized technology, proprietary systems, or circumstances where standard competitive processes would not be in the City's best interest.

The proposed Drone First Responder (DFR) program utilizes a highly specialized and integrated public safety technology platform provided exclusively through the Motorola Solutions and BRINC partnership. The system includes pre-positioned drone docks, remote flight operations capability, FAA Beyond Visual Line of Sight (BVLOS) operational support, software integration, training, maintenance, and ongoing technical support. The hardware, software, communications infrastructure, and operational services function as a single proprietary platform that is not readily interchangeable with other products without significant cost, operational disruption, and loss of functionality.

Based on the specialized nature of the technology, the proprietary integration of the Motorola Solutions/BRINC DFR platform, the operational and public safety advantages provided, staff finds that this procurement qualifies for a technology-based exemption under Los Banos Municipal Code Section 3-10.230 and that a competitive solicitation would not provide a material benefit to the City. Therefore, staff recommends that the City Council approve the proposed agreement and authorize the City Manager to execute the contract with BRINC/Motorola Solutions.

Fiscal Impact:

There is no Fiscal Year 2026-2027 budget impact associated with the DFR program at this time. If the City elects to participate in the program, the City would enter into a four-year contract agreement as outlined below. Funding for the contract would be subject to annual City Council appropriations and would be brought forward for consideration as part of each fiscal year's budget process.

Year 1: DFR program	\$0
Year 2: DFR program	\$59,999.00
Year 3: DFR program	\$59,999.00
Year 4: DFR program	\$59,999.00

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Soknirorn Than', written over a light blue horizontal line.

Soknirorn Than, City Manager

A handwritten signature in blue ink, appearing to read 'Minerva Moreno', written over a light blue horizontal line.

Minerva Moreno, Finance Director

Attachments:

- Drone for First Responder Resolution

RESOLUTION NO.**A RESOLUTION OF THE CITY OF LOS BANOS
AUTHORIZING THE CITY MANAGER TO ENTER
AN AGREEMENT WITH MOTOROLA SOLUTIONS
BRINC FOR THE IMPLEMENTATION OF A
DRONE AS FIRST RESPONDER (DFR)
PROGRAM**

WHEREAS, Drone as First Responder (DFR) programs are used by law enforcement agencies throughout the nation to augment police field response to calls for service with real-time actionable video intelligence; and

WHEREAS, DFR programs provide safer, more efficient, and often faster responses to calls for service by prepositioning drones that can launch rapidly to emergency scenes, often arriving before ground units; and

WHEREAS, The City of Los Banos Police Department seeks to launch a DFR program to improve situational awareness, enhance officer and community safety, reduce unnecessary responses, support de-escalation, and optimize resources; and

WHEREAS, staff has researched and evaluated multiple DFR platforms/providers and determined that Motorola Solutions paired with Brinc offers the most comprehensive and compatible system including drones, docking stations, software, training, maintenance, and regulatory support; and

WHEREAS, the proposed program will comply with all applicable laws, including FAA regulations, California Assembly Bill 481, departmental policies on data retention, privacy, transparency (e.g., public dashboards), and no budget appropriation is required for Fiscal Year 2026–27, and future funding for the DFR program will be brought forward as part of the City's annual budget process; and

WHEREAS, the Motorola Solutions and BRINC DFR Program provides a specialized and integrated public safety technology platform that allows for the remote deployment of pre-positioned drones, real-time aerial intelligence, enhanced officer and public safety, and reduced emergency response times, and staff has determined that the acquisition qualifies for a technology procurement exemption pursuant to Los Banos Municipal Code Section 3-10.230 due to the proprietary and specialized nature of the system.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Los Banos does hereby approve and authorized the City manager to execute an agreement with Motorola Solutions paired with Brinc for the implementation of a DFR public safety

program, including equipment, software, services, training, and support, for the 4-year product agreement.

Expenditures:

Year 1: DFR program	\$0
Year 2: DFR program	\$59,999.00
Year 3: DFR program	\$59,999.00
Year 4: DFR program	\$59,999.00

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile and Council Members

FROM: Ray Reyna, Police Chief

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: Approval of an Asset Disposition Services Agreement with PropertyRoom.com, Inc. for the Online Sale and Disposal of Surplus City Property

Recommendation:

Staff recommend Council Adopt the Resolution approving an Asset Disposition Services Agreement with PropertyRoom.com, Inc. for online auction and disposition services for surplus City property and authorize the City Manager to execute the Agreement and any non-substantive amendments consistent with the Agreement.

Discussion:

The proposed Agreement with PropertyRoom.com, Inc. provides the City with a comprehensive online auction platform for the sale and disposition of surplus property, including seized property, abandoned property, surplus equipment, electronics, vehicles, and other eligible municipal assets. The agreement allows the City to maximize the value of surplus assets while reducing staff time associated with storage, advertising, and conducting public auctions.

PropertyRoom.com provides inventory management, online marketing, auction services, payment processing, and remittance of proceeds to the City. The City retains ownership of all assets until sold, at which time title transfers directly to the purchaser.

Approval of the Agreement will provide an efficient, transparent, and publicly accessible method for disposing of surplus property while generating revenue from assets that would otherwise have limited value.

Monthly reports detailing assets sold, fees charged, and net proceeds remitted to the City are provided through an online reporting system.

The Agreement has an initial one-year term and automatically renews annually unless either party provides at least sixty (60) days' written notice of non-renewal. Either party may terminate the Agreement upon thirty (30) days' written notice.

Procurement:

This agreement follows Section 3-10.290 Cooperative Procurement of the City Municipal Code. Under this section, the City Manager is authorized to act under the provisions of this article to procure for the City commodities, equipment and/or services in conjunction with voluntary cooperative purchasing agreement. This service agreement falls under the State of California Cooperative Purchase Agreement No. 7-23-70-52-02.

Fiscal Impact:

Compensation is transaction-based and is deducted from auction proceeds before remittance to the City.

The City will receive the net proceeds from the sale of surplus assets after deduction of applicable service fees and approved expenses. Because proceeds depend on the quantity and value of surplus assets sold, annual revenues cannot be accurately projected.

Use of this service is expected to reduce staff time associated with conducting auctions, managing surplus inventory, processing sales, and coordinating transfers of property.

Reviewed by:



Soknirorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Agreement for Services

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING AN ASSET DISPOSITION SERVICES AGREEMENT WITH PROPERTYROOM.COM, INC. FOR THE ONLINE SALE AND DISPOSAL OF SURPLUS CITY PROPERTY AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Los Banos periodically accumulates surplus property, equipment, vehicles, and other assets that are no longer needed for municipal purposes; and

WHEREAS, the City Council finds that disposing of surplus property through competitive online auctions promotes transparency, broadens the pool of prospective purchasers, maximizes the return on surplus assets, and reduces staff time and costs associated with conducting traditional public auctions; and

WHEREAS, PropertyRoom.com, Inc. specializes in providing asset disposition services to public agencies, including the inventory, marketing, storage, auction, sale, and disposition of surplus property through publicly accessible online auctions; and

WHEREAS, under the proposed Asset Disposition Services Agreement (attached hereto as **Exhibit A**), the City will retain legal title to all assets until they are sold or otherwise lawfully disposed of, at which time title will transfer directly to the purchaser in accordance with the Agreement; and

WHEREAS, PropertyRoom.com, Inc. will provide monthly reporting detailing assets sold, fees charged, and net proceeds remitted to the City, thereby ensuring accountability and transparency in the disposition process; and

WHEREAS, the Agreement establishes an initial term of one (1) year, automatically renewing for successive one-year terms unless terminated or non-renewed in accordance with its provisions; and

WHEREAS, compensation under the Agreement is transaction-based and is paid from the proceeds generated through the sale of surplus property, thereby eliminating the need for an annual fixed payment by the City; and

WHEREAS, the City Council has reviewed the proposed Asset Disposition Services Agreement and finds that entering into the Agreement is in the best interests of the City and its residents by providing an efficient, cost-effective, and transparent process for disposing of surplus municipal property.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve the Asset Disposition Services Agreement with PropertyRoom.com, Inc., and authorizes the City Manager to execute the Agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

Asset Disposition Services Agreement

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and Los Banos Police Department ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").

3. Term and Termination

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:

- a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
- b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

- 8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

- 9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

- 10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

- 11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

- 12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

- 13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

- 14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	Los Banos Police Department
Title	Chief of Police
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name: Los Banos Police Department	Account #:
Street Address: 1111 G Street	Cooperative Purchasing Agreement? Sourcewell ☐ Other (Please specify) _____ ☐ Member #: _____
City, State/Province, Postal Code, Country: Los Banos, CA 93635	Resolution of Unpaid Monthly Service Fees: Balance carry-over ☐ Monthly Invoice ☐
Telephone: 209-827-7070	Fax:
Primary Contact: Name Adriana Robledo Work 209-827-7070 xtn 2563 Mobile _____ Email adriana.robledo@losbanos.org	Secondary Contact: Name Chetna Patel Work 209-827-7070 xtn 2500 Mobile _____ Email chetna.patel@losbanos.org

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated _____ ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
 - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
 - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
 - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
 - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
 - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
 - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

 - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
 - (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service ("In Place")**. Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee**. For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
 - (2) **Net Proceeds**. For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service ("Haul Away")**. Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee**. For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Miscellaneous Fees**. Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds**. For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.
- e. **Impound Storage & Auction Service ("Impound")**. Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	Los Banos Police Department
Title	Chief of Police
Date	_____

<u>CONTRACTOR</u>	
Signature	_____
Name	Aaron Thompson
Title	CEO
Date	_____



City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile & City Council Members

FROM: Eddie Drum, Police Commander

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: Procurement of Seven (7) Motorola APX 8000 Portable Radios.

Recommendation:

That the City Council approve the purchase of seven (7) Motorola APX 8000 portable radios, including microphones, chargers, software, and related accessories, for the Los Banos Police Department in the amount of \$60,000.00.

Discussion:

The Los Banos Police Department is requesting authorization for the City Manager to purchase seven (7) Motorola APX 8000 portable radios, including associated microphones, chargers, software, and related accessories, to support the Department's continued staffing growth and operational needs.

Public safety radio systems are specialized technology equipment that are critical to daily law enforcement operations, officer safety, emergency response, and interoperability with surrounding public safety agencies. The Motorola APX 8000 platform is currently utilized by the Department and provides compatibility with existing Department communications infrastructure, ensuring consistent operation, training, maintenance, and support.

The Department received City Council approval in January 2025 to purchase Motorola APX 8000 radios as part of the Department's ongoing equipment needs. The additional seven (7) radios are necessary to ensure the Department has sufficient equipment as

staffing levels increase and to provide newly assigned personnel with standardized communication equipment.

Funding for this purchase was approved by the City Council as part of the Fiscal Year 2026-2027 Capital Improvement Program (CIP) budget. The total purchase amount, including radios, microphones, chargers, software, and related accessories, in the amount of \$60,000.00.

Procurement:

The purchase qualifies as specialized technology equipment pursuant to Municipal Code Sections 3-10.230(a)(1) and 3-10.230(a)(2). This equipment must be compatible with existing equipment and an inventory of existing replacement parts kept by the City.

Expenditures:

Computer Equipment:	101-421-290-770	\$30,000.00
Computer Equipment:	236-421-100-770	\$30,000.00
Total:		\$59,636.76

The corresponding account numbers are as follows:

Fiscal Impact:

The recommended action has no additional fiscal impact, as funding is already provided through existing appropriations in the Fiscal Year 2026-27 Budget.

Reviewed by:



Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

Resolution

RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING THE
PURCHASE OF SEVEN (7) MOTOROLA APX 8000
PORTABLE RADIOS AND ASSOCIATED
EQUIPMENT FOR THE LOS BANOS POLICE
DEPARTMENT**

WHEREAS, the Los Banos Police Department requires reliable and specialized communication equipment to support daily law enforcement operations, officer safety, emergency response, and interoperability with surrounding public safety agencies; and

WHEREAS, the City Council approved funding for the purchase of Motorola APX 8000 portable radios as part of the Fiscal Year 2026-2027 Capital Improvement Program (CIP); and

WHEREAS, the Police Department utilizes the Motorola APX 8000 portable radio platform as its standard public safety radio system, providing compatibility with existing Department communications infrastructure, training, maintenance, programming, and support; and

WHEREAS, Municipal Code Sections 3-10.230(a)(1) and 3-10.230(a)(2) provide authority for the procurement of specialized technology equipment and related services necessary to meet the City's operational requirements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute the purchase of seven (7) Motorola APX 8000 portable radios with Motorola Solutions. The budget account numbers are as follows:

Expenditures:

Computer Equipment:	101-421-290-770	\$30,000.00
Computer Equipment:	236-421-100-770	\$30,000.00

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile & City Council Members

FROM: Eddie Drum, Police Commander

DATE: August 19, 2026

TYPE OF REPORT: Consent Agenda

SUBJECT: Procurement of Fifty-One HUXWRX FLOW 556K Rifle Suppressors.

Recommendation:

That the City Council approves the purchase of fifty-one (51) HUXWRX FLOW 556K rifle suppressors with compatible attachments for the Los Banos Police Department in the amount of \$49,805.33.

Discussion:

The Los Banos Police Department is requesting authorization for the City Manager to purchase fifty-one (51) HUXWRX FLOW 556K rifle suppressors for Department-issued patrol rifles. These suppressors are specialized public safety equipment designed to enhance community and officer safety, mitigate potential hearing loss, improve firearm performance, and standardize equipment issued throughout the Department.

Funding for this purchase was approved by the City Council as part of the Fiscal Year 2026-2027 Capital Improvement Program (CIP) budget. The Department conducted an evaluation of available suppressor systems and determined the HUXWRX FLOW 556K best meets the operational needs of the Police Department.

Procurement:

Pursuant to the City's purchasing policies governing method of procurement, the Los Banos Police Department requests authorization to purchase fifty-one (51) HUXWRX

FLOW 556K rifle suppressors and associated mounting hardware under Section 3-10.230 (c) of the City Municipal Code.

Following an evaluation of available suppressor platforms, the Department determined that the HUXWRX FLOW 556K uniquely meets the operational, safety, compatibility, and training requirements of the Department. Standardization of patrol rifle accessories is necessary to ensure consistent officer training, equipment interoperability, maintenance support, and risk management. The Department further determined that alternative suppressor systems would not provide the same combination of performance characteristics, compatibility, and operational benefits required for Department-issued patrol rifles.

Accordingly, staff finds that this purchase constitutes a sole-source acquisition of specialized public safety equipment following Section 3-10.230 (c) of the City Municipal Code.

Expenditures:

Specialized Equipment:	100-421-140-753	\$16,805.33
Specialized Equipment:	101-421-290-753	\$13,000.00
Specialized Equipment:	236-421-100-753	\$20,000.00

Total:		\$49,805.33
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The corresponding account numbers are as follows:

Fiscal Impact:

The recommended action has no additional fiscal impact, as funding is already provided through existing appropriations in the Fiscal Year 2026-27 Budget.

Reviewed by:



Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

Resolution

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING THE
PURCHASE OF FIFTY-ONE (51) HUXWRX FLOW
556K RIFLE SUPPRESSORS FOR THE LOS
BANOS POLICE DEPARTMENT**

WHEREAS, the Los Banos Police Department requires specialized public safety equipment to support law enforcement operations, enhance officer safety, and ensure reliable performance of Department-issued patrol rifles; and

WHEREAS, the City Council approved funding for the purchase of rifle suppressors as part of the Fiscal Year 2026-2027 Capital Improvement Program (CIP); and

WHEREAS, the Police Department evaluated multiple suppressor systems and determined the HUXWRX FLOW 556K rifle suppressor with compatible flash hider best meets the Department's operational needs based on reliability, officer safety, weapon performance, durability, maintenance requirements, and overall value; and

WHEREAS, the City Council finds that the HUXWRX FLOW 556K suppressor system possesses unique and specialized characteristics necessary to meet the operational requirements of the Los Banos Police Department and that alternate products would not provide the same combination of functionality, compatibility, and performance; and

WHEREAS, Los Banos Municipal Code Section 3-10.250(C) authorizes sole-brand procurement when a particular product or brand is required to meet the City's operational needs and specifications.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby authorize the City Manager to execute the purchase of fifty-one (51) HUXWRX FLOW 556K suppressors with LC Action. The budget account numbers are as follows:

Expenditures:

Specialized Equipment:	100-421-140-753	\$16,805.33
Specialized Equipment:	101-421-290-753	\$13,000.00
Specialized Equipment:	236-421-100-753	\$20,000.00

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: Justin Melden, Police Commander

DATE: August 19, 2026

SUBJECT: School Resource Officer (SRO) Memorandum of Understanding (MOU)
With the Los Banos Unified School District (LBUSD)

TYPE OF REPORT: Consent Agenda

Recommendation:

That the City Council approve and authorize the signing of a Memorandum of Understanding between the City of Los Banos and the Los Banos Unified School District for School Resource Officer services.

Discussion:

The Los Banos Unified School District has partnered with the Police Department for a number of years to provide School Resource Officers (SRO's) in our local schools. The current MOU expired on June 30, 2026, and the City and LBUSD wish to extend the existing agreement another three (3) years. The proposed agreement would continue to provide two (2) SRO's to LBUSD, through an 80/20, funding formula, through the end of the school year, in 2029.

This MOU has been reviewed by the City Attorney.

Fiscal Impact:

The 2026-2029 LBUSD SRO MOU funding allocation breakdown is as follows:

The Districts share of salary and benefits for two (2) SRO's will be

approximately: \$325,895.00.

The City's share of salary and benefits will be approximately: \$81,474.00

Reviewed by:

A handwritten signature in blue ink, appearing to read 'Soknirorn Than', written over a horizontal line.

Soknirorn Than, City Manager

A handwritten signature in blue ink, appearing to read 'Minerva Moreno', written over a horizontal line.

Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. 2026—2029 LBUSD MOU

RESOLUTION NO.

A RESOLUTION OF THE CITY OF LOS BANOS AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LOS BANOS UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES FOR THE 2026- 2029 SCHOOL YEARS

WHEREAS, the Los Banos Unified School District provides schooling for youth within the geographic boundaries of the City of Los Banos; and

WHEREAS, the Los Banos Police Department has, for a number of years, provided two School Resource Officers (SROs) through a Memorandum of Understanding whereby the District reimburses the City for 80% of the Officers' salary and benefits; and

WHEREAS, this agreement allows for the continued placement of two police officers to serve the District and its various school sites.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos authorizes the City Manager to enter into an agreement with Los Banos Unified School District regarding a School Resource Officer agreement for the 2026-2029 school years.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

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AGREEMENT
 BETWEEN CITY OF LOS BANOS
 AND LOS BANOS UNIFIED SCHOOL DISTRICT
 SCHOOL RESOURCE OFFICER PROGRAM
 July 1, 2026- June 30, 2029

THIS AGREEMENT entered into this 29 day of July 2026 by and between the City of Los Banos, a California municipal corporation (hereinafter referred to as "City") and the Los Banos Unified School District (hereinafter referred to as "DISTRICT") and terminates on June 30, 2029.

WHEREAS, DISTRICT and the City desire to set forth in this Agreement ("Agreement") the specific terms and conditions of the services to be performed and provided by the School Resource Officers ("SRO") at Los Banos Unified School District Schools (hereinafter referred to as "School").

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

- 1.0 Goals and Objectives - It is understood and agreed that the DISTRICT and the City officials share the following goals and objectives with regard to the School Resource Officer Program:
 - 1.1 To foster educational programs and activities that will increase students' and parents' knowledge of and respect for the law and the function of law enforcement agencies;
 - 1.2 To encourage the SRO to attend extra-curricular activities held at school, such as parent meetings, athletic events and concerts, Back to School Night, Open House, and Graduation;
 - 1.3 To act swiftly and cooperatively when responding to major disruptions and flagrant criminal offenses at school, such as: disorderly conduct by trespassers, the possession and use of weapons on campus, the illegal sales and/or distribution of controlled substances, and riots;
 - 1.4 To report serious crimes that occur on campus and to cooperate with the law enforcement officials in their investigation of crimes that occur at school;
 - 1.5 To cooperate with law enforcements officials in their investigations of criminal offenses which occur off campus.
- 2.0 Employment and Assignment of SRO
 - 2.1 The City agrees to make two (2) SROs available during the term of this Agreement. The SROs shall be an employee of the City and be subject to the administration, supervision and control of the City except as such administration, supervision and control is subject to the terms and conditions of this Agreement.

- 2.2 The City agrees to provide and to pay each SRO's salary and employment benefits in accordance with the applicable salary schedules and employment practices of the City, including but not necessarily limited to: sick leave, annual leave, retirement compensation, disability salary continuation, workers compensation, unemployment compensation, life insurance, dental insurance, and medical/hospitalization insurance. Each SRO shall be subject to all other personnel policies and practices of the City.
- 2.3 The DISTRICT agrees to reimburse the City for eighty percent (80%) of each SRO's salary, including benefits, for the 2026-2027 school year, as follows:

	Total Compensation	DISTRICT Share (80%)	Payment Due 5/1/2027	Payment Due 12/1/2026
SRO No. 1	\$203,684.50	\$162,947.60	\$81,473.80	\$81,473.80
SRO No. 2	\$203,684.50	\$162,947.60	\$81,473.80	\$81,473.80
Combined	\$407,369.00	\$325,895.20	\$162,947.60	\$162,947.60

The DISTRICT's reimbursement obligation shall not exceed \$162,947.60 per SRO, or \$325,895.20 in the aggregate, for the 2026-2027 school year. The DISTRICT agrees to reimburse the City for each SRO in two (2) equal payments, the first payable on or before December 1, 2026 in the amount of \$81,473.80 per SRO, and the second payable on or before May 1, 2027 in the amount of \$81,473.80 per SRO.

On or before July 1, 2027 and July 1, 2028, the City shall provide DISTRICT with the calculation, stated separately for each SRO, of DISTRICT's share of the total compensation for the ensuing school year. DISTRICT shall remit to City, 80% of each SRO's salary, including benefits for the ensuing school year and shall reimburse City for each SRO in two (2) equal payments, the first payment payable on or before December 1st of the applicable year, and the second payment payable on or before May 1st of the applicable year.

- 2.4 The DISTRICT may request the City to provide additional services by an Officer during evening or weekend events such as School Board Meetings and Football Games or other DISTRICT-sponsored events. DISTRICT shall pay City all costs that City incurs (including total compensation) in providing additional services as requested by the District. DISTRICT shall pay for supplemental services within thirty (30) days of receipt of an invoice from City.
- 2.5 The City, in its sole discretion, shall have the power and authority to hire, transfer, discharge, and discipline the SRO; however, a School representative

will participate in the selection of the SRO to be placed on the School Campus. The assigned SRO will be supervised by the Chief of Police or his/her designated subordinate.

- 2.6 In the event an SRO is absent from work, the SRO shall notify both his/her supervisor and the principal of the School to which the SRO is assigned.
- 2.7 While on site additional administrative duties will be assigned by the Chief of Police or his/her designated subordinate and completed by the SRO in support of the Los Banos Police Department, as long as such additional duties do not materially interfere with, or substantially detract from, the SROs District assignment.
- 2.8 The City agrees to provide workers' compensation coverage in the manner and in the amounts required by California law.
- 2.9 The DISTRICT may request that the City make one or more additional SROs available during the term of this Agreement. Any such additional SRO shall be added by written amendment to this Agreement executed by both parties. For each additional SRO, DISTRICT shall reimburse the City for eighty percent (80%) of that SRO's salary, including benefits, calculated at the per-SRO cost then in effect at the time the additional SRO is added, prorated for any partial school year in which the additional SRO commences service. Payment for each additional SRO shall be made in the same manner and on the same payment dates set forth in Section 2.3. All other terms and conditions of this Agreement shall apply to each additional SRO.

3.0 Duty Hours

- 3.1 The supervisor in charge of the SRO program shall set specific SRO duty hours at the assigned School by mutual agreement, in consultation with the principal of the School, and the SRO Supervisor. The SRO will work 40 hours per week (full-time) in and around the School during the standard school term.
- 3.2 The SRO is not required to be on campus on non-school days with the exception of staff in service days related to Section 7.3.
- 3.3 The SRO may be temporarily removed from SRO duties or from the DISTRICT campus to meet urgent and/or exigent department needs, including but not limited to response to nearby life-threatening calls for service, priority officer requests for assistance, disasters, unusual occurrences, or other law enforcement operational priorities. The City shall make reasonable efforts to notify the site administrator of any such diversion and to return the SRO to the program as soon as practicable. In the event any such diversion exceeds two (2) hours, the

DISTRICT's share of cost shall be prorated and reduced for the number of hours lost to the program, unless another officer is provided for the duration of the absence.

- 3.4 The SRO will not be replaced nor will the DISTRICT share of cost be reduced during times when the SRO is off work due to vacation, CTO or sick leave. During times when the SRO is off work due to a non-SRO related job injury, the City shall arrange for a replacement SRO or the DISTRICT share of cost shall be suspended until the SRO resumes full duty on the School campus. Non-SRO related job injury is defined as an injury occurring when the SRO is engaged in an activity outside of the scope of his/her duties as an SRO.
- 3.5 Planned time off, such as vacations and CTO shall be coordinated with the School Principal and his/her designee and the Chief of Police or his/her designee.

4.0 Basic Qualifications of SRO

To be an SRO, an officer must first meet all of the following basic qualifications:

- 4.1 Shall be a full time Police Officer with two years of law enforcement experience;
- 4.2 Shall possess sufficient knowledge of the applicable Federal and State Laws and Regulations;
- 4.3 Shall be capable of conducting in depth criminal investigations;
- 4.4 Shall possess an even temperament and set a good example for students; and
- 4.5 Shall possess communication skills, which would enable the officer to function effectively within the School environment.

5.0 Duties of SRO

- 5.1 When practicable, the SRO will coordinate all of his/her activities with the principal and staff members concerned. The SRO must seek permission, advice and guidance prior to enacting any program within the School;
- 5.2 The SRO shall develop expertise in presenting various subjects to the students, staff, parents and community. Frequency of workshops shall be at least once per quarter. Such subjects shall include, but are not limited to: a basic understanding of the law, the role of the police officer and law related areas, careers in public safety, the impact of felony convictions on future employment, etc. The SRO will collaborate with the School Principal to determine the most beneficial subjects and the target audience for each workshop;

- 5.3 The principal shall encourage the SRO to have individual and small group discussions with students, based upon material presented in class, to further establish rapport with students;
- 5.4 When requested by the principal, the SRO shall attend parent/staff/administrative meetings to solicit support and understanding of the program;
- 5.5 The SRO shall be available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature;
- 5.6 The SRO will strive to become familiar with all community agencies which offer assistance to youths and their families such as mental health clinics, drug treatment centers, etc.;
- 5.7 The SRO shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations that may result in student arrest;
- 5.8 Should it become necessary to conduct formal police interviews with students, the SRO shall adhere to DISTRICT Policy and Administrative Regulation 5145.11, police department policy and legal requirements for conducting such interviews;
- 5.9 The SRO shall take law enforcement action as required. As soon as practicable, the SRO shall make the principal or his/her designee aware of such action. The SRO shall take appropriate law enforcement actions against intruders and unwanted guests who may appear at the School and related School functions, to the extent that the SRO may do so under the authority of law;
- 5.10 The SRO shall give assistance to other law enforcement personnel in matters regarding his/her School assignment, whenever necessary;
- 5.11 The SRO shall, whenever possible, participate in and attend School functions;
- 5.12 The SRO shall maintain detailed and accurate records of the operation of the SRO program. These records shall include, but are not limited to, statistical findings from his or her School. These records will be submitted to the supervisor of the SRO;
- 5.13 The SRO shall not act as a School disciplinarian, as disciplining students is a School responsibility. However, if the principal believes an incident is a violation of the law, the principal may contact the SRO, and the SRO shall then determine whether law enforcement action is appropriate.

6.0 Chain of Command

- 6.1 As an employee of the City, the SRO shall follow the chain of command as set forth in both the City and Police Department Policies and Procedures Manuals;
- 6.2 In the performance of their duties, the SRO shall coordinate and communicate with the principal or the principal's designee(s) of the assigned School as set forth in this Agreement.

7.0 Training

- 7.1 The SRO shall receive training in the SRO Program. Training sessions will be conducted to provide SROs with appropriate in-service training, such as updates in the law, in-service firearm training and law enforcement school-related training. Additionally, the SRO shall continue to participate in all other types of training, meetings, etc., when deemed appropriate by the Chief of Police;
- 7.2 The DISTRICT also may provide training in Board of Education Policies, regulations and procedures;
- 7.3 When requested by the principal, the SRO will attend professional development provided by the School when the training of the SRO is necessary to effectively implement a school program.

8.0 Supplies and Equipment

- 8.1 The City agrees to provide the standard issue firearm and rounds of ammunition for the SRO;
- 8.2 The City agrees to provide the SRO with the required duty uniform and duty gear;
- 8.3 The DISTRICT agrees to provide an office, desk, desk chair, computer and the usual and customary office supplies to the SRO.

9.0 Access to Education Records

- 9.1 School officials shall allow the SRO to inspect and copy any public records maintained by the School including student directory information, classroom assignments and discipline files. However, the SRO may only inspect or copy confidential student education records as allowed by law;

- 9.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, School officials may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need of the information to meet the emergency situation, and the extent to which time is of the essence;
- 9.3 If confidential student record information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records.
- 9.4 City shall ensure that the SRO complies with applicable federal, state and local laws and regulations including, but not limited to the Family Educational Rights and Privacy Act ("FERPA") 20 USC 1232g, 34 CFR, Part 99 and California Education Code sections 49073 to 49079.7 et. seq. which pertains to the privacy of pupil records.

10.0 Performance Evaluation

- 10.1 The City shall conduct the annual evaluation of the SRO Program and of the performance of the SRO. In conducting such evaluation, the CITY shall take under consideration any information, comments, or recommendations submitted by the DISTRICT regarding the SRO Program or the SRO's performance. It is mutually understood and agreed that any such information submitted by the DISTRICT is purely advisory, is not binding on the CITY in any respect, and that the CITY retains sole and final authority to evaluate the performance of the SRO

11.0 Term of Agreement

- 11.1 The term of agreement is three (3) years, commencing on July 1, 2026, ending on June 30, 2029, unless sooner terminated in accordance with this Agreement.

12.0 Notices

- 12.1 All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:
 - A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
 - B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office of mailbox.

- C. **Certified Mail.** When mailed certified mail, return receipt requested, notice is effective upon receipt if delivery is confirmed by a return receipt.
- D. **Overnight Delivery.** When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on deliver, if delivery is confirmed by the delivery service.
- E. **Facsimile Transmission.** When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a.) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, orb.) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Mailing and contact information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Los Banos Unified School District	City of Los Banos
1717 S. 11 th Street	520 J Street
Los Banos, CA 93635	Los Banos, CA 93635
(209) 826-6810 (Fax)	(209) 827-7006 (Fax)
 Bree Valla, Ed.D	 Nirom Than
Superintendent of Schools	City Manager
(209) 826-3801	(209) 827-7000
 Felipe Meraz	 Ray Reyna
Director of Student Services	Chief of Police
(209) 826-3801	(209) 827-7070

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

13.0 Termination

- 13.1 This Agreement, notwithstanding anything to the contrary herein, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days' written notice of such

termination. Notwithstanding the delivery of any such notice, or absent mutual written agreement, the CITY shall continue to provide the services described in this Agreement, and the DISTRICT shall continue to satisfy its payment obligations hereunder, through the expiration of the term in effect on the date such notice is provided ("Effective Date of Termination"). Termination shall be effective upon the expiration of that term, and no proration of the DISTRICT's share of cost shall apply by reason of such termination.

- 13.2 Except as set forth in Section 13.1, upon Effective Date of Termination, DISTRICT shall have no further liability to the City, and the City shall have no further liability to the DISTRICT.

14.0 Disposition of Work Upon Termination

- 14.1 In the event of termination, all finished or unfinished documents and other materials, if any, at the option of DISTRICT and to the extent permitted by law, shall become the property of DISTRICT.

15.0 Modification of Agreement

- 15.1 Notwithstanding any of the provisions of this Agreement, the parties may agree to amend the Agreement. No alteration of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

16.0 Insurance and Indemnification

- 16.1 Insurance. Each party shall maintain general liability insurance in an amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Each party's general liability policies shall be endorsed using Insurance Services Office form CG 20 10 or its equivalent to provide that the other party and its officers, officials, employees, and agents shall be additional insureds under such policies.

16.2 Indemnity-Educational **SRO**.

- a. DISTRICT shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned SRO's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence of the City, or the gross or willful misconduct of

the assigned SRO.

b. The City shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.

c. If the DISTRICT rejects a tender of defense by the City and/or the assigned SRO under this Agreement, and it is later determined that the City and/or the SRO breached no duty of care and/or was immune from liability, DISTRICT shall reimburse the City and/or SRO for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or SRO settles a liability claim, with or without participation by the DISTRICT.

d. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or the assigned SRO that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned SRO and the absence of the assigned SRO and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

16.3 Indemnity - General Services (Additional Services)

a. The DISTRICT shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers (hereafter collectively City Personnel) from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the any services provided by the City or any City Personnel or their performance of work or any failure to comply with any of the City's duties contained in the Agreement, except such loss or damage which was caused by the active negligence of City Personnel, or the gross or willful misconduct of City Personnel.

b. The City shall indemnify, defend, and hold harmless the DISTRICT, its officers, officials, employees, and volunteers from and against any and all

liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by City Personnel or the gross or willful misconduct of City Personnel during the providing of services or performance of work hereunder.

c. If the DISTRICT rejects a tender of defense by the City or City Personnel under this Agreement, and it is later determined that the City and City Personnel breached no duty of care and/or were immune from liability, the DISTRICT shall reimburse the City and/or City Personnel for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or City Personnel settles a liability claim, with or without participation by the District.

d. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or City Personnel that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or City Personnel and the absence of City Personnel is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor City Personnel intend to waive any immunities to which they would be entitled in the absence of the Agreement.

17.0 Integration of Prior Terms and Conditions

17.1 This Agreement, including all recitals, and Exhibits, constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager or City Attorney or equivalent.

18.0 Applicable Law; Venue

18.1 This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California, without reference to conflict of laws principles, and any arbitration, mediation, litigation, or other proceeding arising out of this Agreement shall be

conducted only in the County of Merced.

19.0 Confidentiality

- 19.1 This Agreement shall comply with all applicable Federal, State, and County laws relating to the confidentiality of information. DISTRICT and City shall not publish, use or permit or cause to be published, disclosed, or use confidential information pertaining to minor, without express written permission from the minor's parent or legal guardian, except as permitted by law.

20.0 Nondiscrimination in Employment, Services, Benefits and Facilities

- 20.1 DISTRICT and City shall comply with all applicable Federal, State and local anti-discrimination laws, regulations, and ordinances. Neither party shall unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the other, or recipient of services contemplated to be provided or actually provided under this Agreement because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Both parties shall ensure that evaluation and treatment of their employees and applicants for employment, and recipients of services, are free from such discrimination and harassment.

Both parties represent that they are in compliance with and agree to continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), the Fair Employment and Housing Act (Government Code §12900 et seq.), and regulations and guidelines issued pursuant thereto.

22.0 Agency Relationship

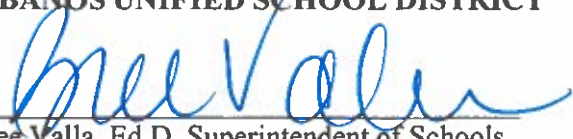
- 22.1 This Agreement is not intended to and shall not; create the relationship of principal-agent, master-servant, or employer-employee between the City and DISTRICT.

23.0 Severability

- 23.1 If a court of competent jurisdiction holds any provisions of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them will not be affected.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

LOS BANOS UNIFIED SCHOOL DISTRICT

By: 
Bree Valla, Ed.D, Superintendent of Schools

Date 7/31/20

CITY OF LOS BANOS
a municipal corporation

By: _____
Nirorn Than, City Manager

_____ Date

ATTEST:

By: _____
Lucille L. Mallonee, City Clerk

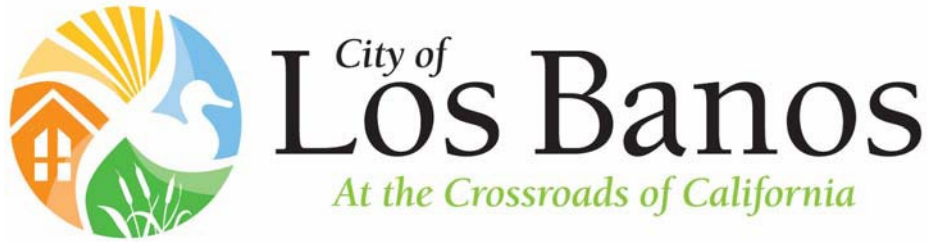
_____ Date

APPROVED AS TO FORM:

By: _____
Mary Lerner, City Attorney

_____ Date

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Agenda Staff Report

TO: Mayor Amabile and Council Members

FROM: Mary Lerner, City Attorney

DATE: August 19, 2026

TYPE OF REPORT: Regular Agenda

SUBJECT: Ratification of Employment Agreement for Assistant City Attorney – Robert Lomeli

Recommendation:

That the City Council approve a Resolution ratifying the Employment Agreement between the City of Los Banos and Robert Lomeli as Employee for the position of Assistant City Attorney.

Background:

The City of Los Banos' Adopted Budget for Fiscal Year 2026-2027 ("Budget") includes approved staffing and salaries for the total number of full-time classifications, including the position of Assistant City Attorney.

Pursuant to the Los Banos Municipal Code Sections § 2-3.112 and § 2-3.115, the City Manager has responsibility for the efficient administration of all the affairs of the City which are under his control, including appointment of officers and employees of the City. Pursuant to Government Codes § 54953(3)(A) and § 3511.1, prior to taking final action, the legislative body must orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in form or fringe benefits when the position is held by an employment contract between the City and that person.

Discussion:

The City conducted a comprehensive recruitment and interview process to identify the best-qualified candidate to fill the vacant position for Assistant City Attorney, for which attorney Robert Lomeli, was selected to be the City's Assistant City Attorney. Attorney Robert Lomeli comes to the city with more than twenty-five years of public sector experience, including eight years focused on municipal law, labor and employment, and public safety legal matters. He has extensive experience providing direct legal counsel to city councils, boards of supervisors, commissions, and executive leadership; including prior service as City Attorney, Assistant City Attorney, and Lead Deputy County Counsel for multiple California jurisdictions. Attorney Robert Lomeli holds a Juris Doctor, Highest Honors, from San Luis Obispo College of Law, a Bachelor of Science in Business Administration from San Jose State University, and has active membership in good standing with the State Bar of California.

As Assistant City Attorney, Robert Lomeli will perform the duties set forth in the position's job description, including providing comprehensive legal services, litigation oversight, legal document review, and strategic counsel on municipal operations, administrative proceedings, policy development, risk management, and labor negotiations. He will also assist in the administration of the City Attorney's Office, and act on behalf of the City Attorney when authorized or in the City Attorney's absence.

The proposed Employment Agreement for the Assistant City Attorney includes compensation with the following key provisions:

- Effective Date: August 24, 2026
- Base Salary: \$234,996.00 annually
- Education Incentive Pay: \$100 per month for AA/AS; or \$175 per month for BA/BS; or \$225 per month for MA/MS
- Bilingual Incentive Pay as applicable and in accordance with policy.
- CalPERS Retirement – Pension Formula 2% at 62 (unless otherwise assigned by CalPERS according to original membership date.)
- Contributions towards Health, Dental, Vision, Life Insurance, and a Retirement Health Savings Plan (allowance and rate sheet for health and dental/vision insurance attached.)
- Vacation Leave: 120 hours per calendar year accrued at 10 hours per month with a maximum accrual of 240 hours with 24 hours frontloaded.
- Sick Leave: 96 hours per calendar year accrued at 8 hours per month with 40 hours frontloaded.
- Administrative Leave: 96 hours per fiscal year prorated for the first year.
- Paid Holidays: Entitled to 11 paid holidays as recognized by the City.
- Tuition Reimbursement of up to \$3,000 per fiscal year when eligible.
- Optional participation for Deferred Compensation, Disability insurance plans, and other voluntary benefits.
- A car allowance of \$500.00 per month for the first year, with an option for an assigned city vehicle in year two.

Staff respectfully recommends that the City Council approve a Resolution ratifying the Employment Agreement between the City of Los Banos and Robert Lomeli as Employee for the position of Assistant City Attorney. Approval of this action would further implement the City Council's November 2025 direction to establish and appropriately staff an in-house legal department, enhance the City's capacity to manage legal risk, and safeguard public resources.

Fiscal Impact:

This position has been approved and is included in the Fiscal Year 2026/2027 Adopted Budget. No additional appropriations are required for this item.

Reviewed by:



Soknirorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Agreement

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RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS RATIFYING THE CITY MANAGER'S APPROVAL OF THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF LOS BANOS AND ROBERT LOMELI AS EMPLOYEE FOR THE POSITION OF ASSISTANT CITY ATTORNEY

WHEREAS, the City of Los Banos' Adopted Budget for Fiscal Year 2026-2027 ("Budget") includes approved staffing and salaries for the total number of full-time classifications, including the position of Assistant City Attorney; and

WHEREAS, pursuant to the Los Banos Municipal Code Sections § 2-3.112 and § 2-3.115, the City Manager has responsibility for the efficient administration of all the affairs of the City which are under his control, including appointment of employees of the City; and

WHEREAS, pursuant to Government Codes § 54953(3)(A) and § 3511.1, prior to taking final action, the legislative body must orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in form or fringe benefits when the position is held by an employment contract between the City and that person; and

WHEREAS, the City conducted a comprehensive recruitment and examination process to identify the best-qualified candidate to fill the vacant position for Assistant City Attorney, for which attorney Robert Lomeli, was selected to be the City's first Assistant City Attorney; and

WHEREAS, Robert Lomeli comes to the City with several years of legal and practical experience; and

WHEREAS, the City desires to employ Robert Lomeli as Assistant City Attorney; and

WHEREAS, Robert Lomeli desires to accept employment as Assistant City Attorney; and

WHEREAS, the parties desire to enter into a written agreement setting forth the terms and conditions of Robert Lomeli's employment with the City of Los Banos, effective August 24, 2026; and

WHEREAS, this approval will ensure the continued growth of the City Attorney Department as directed by the City Council with the initial creation of an in-house legal department in November 2025; and

WHEREAS, the City Attorney has reviewed the Assistant City Attorney Employment Agreement.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Los Banos hereby ratifies the City Manager's selection and appointment of Robert Lomeli for the position of Assistant City Attorney pursuant to the City Manager's appointing power under Los Banos Municipal Code Section 2-3.115, and the City Council hereby approves the Employment Agreement for Robert Lomeli to serve as the first Assistant City Attorney of the City of Los Banos as presented in Exhibit A.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August, 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**CITY OF LOS BANOS
EMPLOYMENT AGREEMENT
ASSISTANT CITY ATTORNEY**

This Employment Agreement (“Agreement”) is made and entered into as of August 24, 2026 by and between the City of Los Banos, a California municipal corporation, (hereinafter the “City”), and Robert Lomeli, (hereinafter the “Assistant City Attorney” or “Employee”).

RECITALS

A. The City requires the services of an Assistant City Attorney and the City conducted a comprehensive recruitment and screening process to identify the best-qualified candidate to fill the position.

B. Pursuant to Los Banos Municipal Code Sections § 2-3.112 and § 2-3.115, the City Manager has responsibility for the efficient administration of all the affairs of the City which are under his control, including appointment of employees of the City.

C. Pursuant to his appointment authority under the Los Banos Municipal Code Section 2-3.115 the City Manager has evaluated Employee’s competencies to serve as the City’s Assistant City Attorney, and has determined that the Employee has the necessary education, experience, knowledge, skills, abilities, and expertise to serve in that capacity.

D. The City Manager desires to employ Employee as the Assistant City Attorney and Employee desires to accept employment as the Assistant City Attorney.

E. The parties desire to enter into a written agreement setting forth the terms and conditions of Employee’s employment as Assistant City Attorney

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Appointment and Employment

The City Manager hereby appoints Employee as the Assistant City Attorney of the City of Los Banos pursuant to the City Manager’s appointing power under Los Banos Municipal Code Section 2-3.115, and the City Council hereby approves this Agreement for Employee to serve as Assistant City Attorney of the City of Los Banos. Employee accepts such appointment and employment pursuant to the terms of this Agreement.

2. Term of Employment.

This Agreement shall become effective as of the date this Agreement is approved by the City

Council and continue until terminated as provided for in this Agreement.

3. Salary and Benefits.

(a) City agrees to pay Employee an annual base salary of \$234,996.00 (\$19,583.00 per month) payable in installments at the same time and in the same manner that other City employees are paid (bi-monthly) and subject to customary withholding. This salary shall be effective as of August 24, 2026.

(b) Subject to the employee's annual performance evaluation (in accordance with Section 6 herein), the City Attorney may grant an increase in the annual base salary.

(c) The annual base salary may only be reduced at the same time and in the same percentage as any across-the-board reduction that is imposed upon other management employees in the City.

(d) Cost of Living Adjustment: Employee shall be entitled to the same percentage cost of living adjustment ("COLA") as other Unrepresented Employees.

(e) Except as otherwise provided in this Agreement, Employee shall be entitled to receive all benefits as they now exist or may hereinafter be provided to other Management employees of the City as set forth in the Los Banos Personnel Policy Manual and in the Summary of Compensation for the City of Los Banos Unrepresented Employee Group, including any changes or modifications to said benefits. Eligibility and benefits will be as determined by the applicable laws, regulations and plan documents.

(f) Medical Insurance Benefit - Medical/Dental/Vision/Life Insurance. Employee shall be provided medical / dental / vision / life insurance packages to the same extent as other exempt management employees hired on or after April 1, 2010. Benefit levels and eligibility for benefits are defined in the contracts between the insurance providers and the City. (See, Section IV of the Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

Employees who opt out of participating in the group medical plans sponsored by the City, and who provide proof of their medical coverage in a group plan, will receive a Cafeteria Plan Allowance of \$400.00 per month. (See, Section IV of the Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

(g) Retirement: Employee must contribute eight point twenty-five percent (8.25%) and the City will pay eight point twenty-four (8.24%) of Employee's reportable wages to the California Public Employees' Retirement System (CalPERS) for the Miscellaneous PEPRA 2% at age 62 formula.

The terms of the contract between the City and CalPERS shall govern the eligibility for and level of benefits, if any, to which Employee is entitled. This percentage is subject to change each fiscal year in accordance with CalPERS actuarial and reporting requirements. Employee contribution to CalPERS is tax deferred. (See, Section V of the Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

(h) Retirement Health Savings Plan. When eligible, Employee will be enrolled in City's Retirement Health Savings Plan. Once enrolled in the plan, Employee must contribute \$75 per month

toward a Health Savings Plan. Employer will also contribute \$75 per month to the plan. (See, Section VI of the Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

(i) Deferred Compensation: Employee may participate at his own expense in the City's deferred compensation. (See, Section V of the Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

(j) Tuition Reimbursement: Tuition (education related expenses) will be reimbursed in accordance with policy upon successful completion of courses up to \$3,000.00 per fiscal year. (See, Section VII Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

(k) Sick Leave: Sick leave shall be accrued at eight (8) hours per month. In addition, Employee will be credited with 40 hours of sick leave at the start of employment. (See, Division 7 Section 7003 of the Los Banos Personnel Rules).

(l) Vacation Leave: Employee shall be entitled to vacation accrual of one hundred twenty (120) hours of annual vacation leave each year of employment, ten (10) hours a month, and accumulate a maximum of two-hundred forty (240) hours. Employee shall be entitled to any vacation buyback program applicable to other exempt management employees. In addition, employee will be credited with 24 hours of vacation leave at the start of employment. (See, Division 8 of the Los Banos Personnel Rules).

(m) Education Incentive Pay: Employee shall be entitled to education incentive pay in accordance with the following formula. (See, Division 11 Section 11004 of the Los Banos Personnel Rules).

\$100 per month for AA/AS; or
\$175 per month for BA/BS; or
\$225 per month for MA/MS/Doctorate

(n) Bilingual Incentive Premium Pay: If eligible, Employee shall be entitled to bilingual incentive pay in accordance with the following formula. (See, Division 15 Section 15004 of the Los Banos Personnel Rules).

\$50 per month for Basic Verbal Skills; or
\$100 per month for Comprehensive Verbal Skills; or
\$150 per month for Written presentation Skills

(o) Administrative Leave: Employee shall receive twelve (12) work days off, with full salary and benefits, during every fiscal year of employment. Every July 1st, ninety-six (96) hours are accrued and may not be carried over. Employee will receive a pro-rated amount based on hire date. (See, Section VII of the Summary of Compensation for the City of Los Banos Unrepresented Employee Group).

(p) Holidays: Employee shall be entitled to Holidays to the same extent as other exempt management employees. (See, Division 10 of the Los Banos Personnel Rules).

(q) State Disability Insurance: The City participates in the State Disability Insurance (SDI)

Program for all employee groups. Payment of SDI premiums is the responsibility of participating employees. (See, Division 12 of the City of Los Banos Personnel Rules).

(r) No Reduction of Benefits: City shall not at any time during the term of this agreement reduce the salary, compensation or other benefits of Employee, except to the degree of such reduction for all management employees.

(s) Professional Development: City desires to encourage Employee's continuing professional development and agrees to budget and pay for pre-approved professional dues and subscriptions, all Minimum Continuing Legal Education (MCLE) requirements, and travel and subsistence expenses for such conferences, seminars, courses, institutes, and meetings that the City Attorney deems reasonable and desirable for Employee's professional development and for the good of the City. Annual professional organizational dues including but not limited to the State Bar of California, state and local chapters of CalCities, and County Bar Association (or local City Attorney equivalent if available) are pre-approved.

(t) Cell Phone. Employee shall receive a cell phone allowance of \$100.00 per month or, in the alternative, at the option of the Employee, the City will provide Employee with a City issued cell phone.

(u) City Vehicle: During the first year of employment, Employee shall be provided an automobile allowance of \$500.00 per month. Following the first year of employment and during the remainder of employment, at the option of the Employee, the City will provide Employee with a City owned vehicle.

4. Duties.

(a) Employee shall serve as Assistant City Attorney and perform those duties and have those responsibilities that are commonly assigned to an Assistant City Attorney of a city in California. The duties and responsibilities of the Assistant City Attorney shall include the duties and responsibilities that are set forth in job description as stated on "Exhibit A", and such other duties and responsibilities as the City Attorney may reasonably assign to the Assistant City Attorney.

(b) Employee shall devote all necessary time and effort to fulfill the obligations of the Assistant City Attorney's position. The City and Employee acknowledge that Employee is reasonably expected to be available but does not have regularly set hours of work and may be occasionally absent from City Hall during normal business hours as is reasonable and appropriate. Employee's work schedule will vary in accordance to the work required to be performed.

Employee shall be permitted to work remotely at his discretion, provided Employee shall keep the City Attorney and/or appropriate support staff aware of the specific days Employee is working remotely.

5. Outside Employment.

Employee shall devote all of his time, energy and efforts to the City, and shall accept no outside employment, but the foregoing shall not limit Employee in teaching, writing, lecturing, or consulting,

but only to the extent that such activities do not interfere with his duties as set forth in this Agreement.

6. Performance Evaluation.

The City Attorney shall evaluate Employee's performance annually and may, in addition, establish goals and performance objectives to be accomplished during the next year and used as a basis for the next performance evaluation.

7. Separation – At Will Employment

The parties expressly agree that the position of Assistant Attorney is an "at-will" employee, and that the Assistant City Attorney serves at the will and pleasure of the City Manager as recommended by the City Attorney and that the City may terminate this Agreement at any time with or without advance notice and that there is no express or implied promise made to employee of continued employment. Employee understands and agrees that the terms of his employment are governed solely by this Agreement. Employee further understands and agrees that this Agreement does not confer a right of employment for any specified term and that he is not entitled to due process for any disciplinary action under the City's personnel policies and rules, including termination.

(b) Employee may resign and terminate this agreement at any time upon providing thirty (30) days written notice to the City.

(c) The City Manager and Employee may terminate this agreement by mutual written agreement.

(d) In the event this Agreement is terminated by the City Manager, while Employee is still willing and able to perform the duties of Assistant City Attorney, employee shall be entitled to three (3) months' severance pay defined as base salary plus costs of health, dental, vision and life insurance plans. No time served by the Employee after notice of the termination shall be debited from the period of severance pay. However, in the event the Employee is terminated for cause, the Employee shall be entitled to only the compensation earned and accrued and such other termination benefits and payments as may be required by law and shall not be entitled to any severance benefits.

The payment of severance compensation pursuant to this paragraph shall be in a lump sum, less applicable payroll deductions. Employee shall also receive continuing health insurance plan coverage including dental and vision for the duration of the severance months from the effective date of termination. Pursuant to Government Code Section 53261, the continuing eligibility of Employee and his dependents for health insurance plan coverage shall terminate should Employee obtain other employment.

The severance rights provided herein shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Such severance compensation is expressly contingent on the execution, deliver, and non-revocation of a General Release Agreement by Employee.

It is the intention of the parties that this section complies with the requirements of Government

Code Section 53260 et seq. In the event of any conflict between this provision and those code sections, the terms of those code sections shall govern the contractual relationship between the employer and employee.

(e) Termination or Removal for Cause. Notwithstanding any provision of this Agreement to the contrary, the City Manager may terminate Employee's employment for cause at any time, and if Employee is terminated or removed for cause, Employee shall not be entitled to payment of severance compensation or any other compensation or damages.

"Cause" shall include the following reasons:

- (i) an act in bad faith and to the detriment of the City;
- (ii) refusal or failure to act in accordance with any specific lawful direction or order of the City Manager;
- (iii) unfitness or unavailability for service that exceeds thirty (30) consecutive calendar days and is not the result of any excused illness or medical condition;
- (iv) commission of an act involving moral turpitude or other acts which harm the reputation of or interests of the City;
- (v) habitual neglect of responsibilities, or incompetence;
- (vi) a conviction of a felony or other crime punishable by jail or imprisonment in the jurisdiction involved (or entry of a plea of guilty or nolo contendere with respect to any such crime);
- (vii) possession of, use of, or working while under the influence of alcoholic beverages or other non-prescribed controlled substances or abuse/misuse of lawfully prescribed controlled substances during normal working hours;
- (viii) intentionally engaging in an actual conflict of interest;
- (ix) commission of acts of theft, embezzlement, or fraud;
- (x) acceptance of bribes or extortion;
- (xi) material breach of this Agreement by Employee.

If this Agreement is terminated by the City Manager "for cause," Employee's employment will be deemed immediately terminated and Employee will surrender all City keys, computer passwords, equipment, and other City property entrusted to Employee for the purposes of the discharge of his duties. Upon termination for cause, Employee will have no recourse under this Agreement or any administrative procedure for purposes of challenging the termination action.

(f) In the event of termination, any City equipment or property will be promptly returned to the City. In addition, any and all finished and unfinished documents, data, reports and materials are the property of the City and shall be promptly delivered to the City Manager or his/her designee. Employee shall keep all information acquired through his position in the strictest confidence.

8. Indemnification

City agrees to defend, hold harmless, and indemnify Employee against any claims, demands or legal actions, whether groundless or otherwise, arising out of an alleged act or omission occurring within the scope and during the course of Employee's employment with the City, subject to Employee cooperating in good faith with the City with respect to defense of such claims, demands, or legal actions in accordance with the provisions of California Government Code Sections 825 and 825.6. City may

compromise and settle any such claim, demand, or action and pay the amount of any settlement or judgment rendered therefrom. This covenant shall survive the termination of this Agreement.

9. Notices

Any notice to be given hereunder by either party to the other in writing may be effected either by personal delivery or by mail. Mailed notices shall be addressed to the address of the parties to be notified which appears below, but each party may change its address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of five (5) calendar days following the date of mailing of the notice.

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

EMPLOYEE: Robert Lomeli
** Address on file with Human Resources*

10. Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes any and all agreements, either oral or in writing, between the parties with respect to the employment of Employee by City and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

11. Modifications

Any modifications to this Agreement shall be effective only if in writing and signed by both the parties hereto.

12. Effect of Waiver

The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

13. Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California in full force and effect as of the date of execution and the Parties agree that venue shall be in Merced County, California.

15. Attorney's Fees

In the event of any legal action between the parties hereto to enforce the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees and costs.

16. Representations

City and Employee each represent and warrant to the other that each has received legal advice from independent and separate legal counsel with respect to this Agreement, or has knowingly declined to obtain such legal advice, and further represent and warrant to each other that each has carefully reviewed this Agreement and each and every term hereof. This Agreement shall not be construed against the party or its representatives who draft it or any portion hereof.

17. Counterparts

This Agreement may be executed on separate copies, any one of which need not contain signatures of more than one party but all of which taken together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first herein written above.

Date: EMPLOYEE

Robert Lomeli

CITY

Dated: _____
Sokniorn Than, City Manager

ATTEST:

Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

Mary F. Lerner, City Attorney



City of Los Banos Assistant City Attorney

SALARY	\$17,763.00 - \$22,670.00 Monthly \$213,156.00 - \$272,040.00 Annually	LOCATION	Los Banos, CA
JOB TYPE	Full-time	JOB NUMBER	07-2026
DEPARTMENT	Administration	OPENING DATE	07/09/2026
CLOSING DATE	7/30/2026 11:59 PM Pacific		

Description

Please note: All applicants must upload and attach a letter of interest and a resume to their application to be considered.

DEFINITION

Under general direction of the City Attorney, assists in providing comprehensive legal services including counsel, representation, and litigation oversight over citywide matters including, municipal operations, administrative proceedings, policy development, risk management, labor negotiations; drafts and reviews legal documents; provides strategic legal guidance to the City Council, City departments, boards, commissions, and committees; assists in the administration and management of the City Attorney's Office; the incumbent exercises substantial independent judgment and may act on behalf of the City Attorney when delegated or during the City Attorney's absence.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the City Attorney. May exercise direct or indirect supervision over legal support staff, contract attorneys, outside counsel, consultants, and other assigned personnel.

Detailed Work Activities

EXAMPLES OF ESSENTIAL DUTIES

Duties may include, but are not limited to, the following:

- Provides legal advice and opinions to the City Council, City Manager, City departments, boards, commissions, and committees regarding municipal operations and legal compliance.
- Interprets and applies federal, state, and local laws, regulations, court decisions, and administrative rulings affecting municipal government.
- Advises City officials and staff regarding the Brown Act, California Public Records Act, Political Reform Act, conflict-of-interest laws, election law, land use and planning matters, public contracting, procurement, municipal finance, environmental compliance, and other areas of municipal law.
- Attends City Council, board, commission, committee, and staff meetings as assigned and serves as legal advisor.
- Assists departments in developing legally compliant policies, procedures, programs, and operational practices.

- Responds to legal inquiries from City officials and employees.
- Conducts legal research and prepares written legal opinions, memoranda, reports, and recommendations.
- Drafts, reviews, negotiates, and approves as to form ordinances, resolutions, agreements, contracts, leases, licenses, development agreements, easements, real property documents, policies, procedures, and other legal instruments.
- Reviews and analyzes proposed legislation, regulations, and court decisions affecting municipal operations and recommends appropriate action.
- Assists in the preparation and review of staff reports, ordinances, resolutions, and other legislative materials.
- Reviews legal documents prepared by City departments and provides recommendations regarding legal sufficiency and risk mitigation.
- Investigates, evaluates, and responds to claims and legal disputes involving the City.
- Represents the City in administrative hearings, arbitrations, mediations, judicial proceedings, and other dispute resolution forums.
- Prepares pleadings, motions, briefs, legal correspondence, and other litigation documents.
- Manages litigation assigned to outside counsel, including monitoring legal strategy, budgets, settlements, and performance.
- Advises City officials and staff regarding risk management and liability prevention strategies.
- Represents the City in Municipal Code enforcement matters and other regulatory proceedings.
- Advises management regarding labor and employment laws, personnel matters, workplace investigations, disciplinary actions, grievances, and employee relations issues.
- Represents the City in labor negotiations, administrative proceedings, arbitration matters, grievance hearings, and personnel appeals.
- Provides legal guidance regarding employee leave laws, discrimination and harassment prevention, wage and hour compliance, and workplace policies.
- Assists in the administration of the City Attorney's Office, including budget development, expenditure monitoring, and resource planning.
- Participates in the selection, supervision, training, mentoring, and evaluation of assigned staff.
- Coordinates and oversees the work of outside counsel, consultants, and special legal advisors.
- Develops and delivers legal training programs for City officials, management, boards, commissions, and staff.
- Coordinates legal services with City departments and outside agencies.
- Maintains awareness of developments in municipal law and implements best practices as appropriate.
- Exercises delegated authority to provide legal advice, make legal determinations, supervise legal operations, attend meetings, and represent the City as necessary.
- Establishes and maintains effective working relationships with elected officials, employees, outside counsel, and regulatory agencies.
- Serves as a trusted legal advisor, strategic partner, and management team member dedicated to supporting the City's mission, goals, and organizational objectives. Regular and reliable attendance is an essential function of this position.
- Serves as Acting City Attorney during the absence of the City Attorney.
- Evening and weekend attendance may be required for City Council meetings, commission meetings, hearings, litigation matters, emergency response, and other City business.
- Performs related duties as assigned.

Knowledge of:

- Operations, services, and activities of a City Attorney's Office.
- Principles and application of civil, Constitutional, and administrative law and procedure.
- Advanced methods and techniques of case management, prioritization, and control.
- Principles, practices, and procedures of municipal law.
- Operations, functions, and legal requirements of California local government.
- Federal and California constitutional, statutory, administrative, and common law.
- Brown Act, California Public Records Act, Political Reform Act, Government Claims Act, and other laws applicable to public agencies.
- Labor and employment law, bargaining, and public-sector personnel administration.

- Land use, planning, zoning, CEQA, public works contracting, procurement, municipal finance, elections law, ethics laws, and real property law.
- Civil litigation, administrative law, judicial procedures, and rules of evidence.
- Legal research methods and legal writing techniques.
- Principles of supervision, leadership, project management, and public administration.
- Budget preparation and administration.
- Modern office technology and legal research tools.

Ability to:

- Analyze complex legal issues and develop practical, legally sound solutions.
- Provide accurate and timely legal advice on a broad range of municipal matters.
- Conduct legal research and prepare clear, concise, and persuasive legal documents.
- Effectively represent the City in negotiations, hearings, administrative proceedings, and court proceedings.
- Manage litigation and coordinate the work of outside counsel.
- Prepare and present cases at all levels of the court system.
- Direct the preparation of legal cases.
- Exercise sound independent judgment and discretion in sensitive and confidential matters.
- Communicate effectively, both orally and in writing.
- Organize and prioritize multiple assignments while meeting critical deadlines.
- Supervise, train, mentor, and evaluate assigned personnel.
- Establish and maintain effective working relationships with elected officials, employees, public agencies, community stakeholders, and members of the public.
- Present legal concepts and recommendations clearly to both legal and non-legal audiences.
- Balance legal risk, operational needs, public policy objectives, and community interests when developing recommendations.
- Manage complex legal matters while balancing legal risk, operational considerations, public policy objectives, and organizational priorities.

Qualifications

MINIMUM QUALIFICATIONS

Training:

Graduate from a college of law school accredited by the American Bar Association or the California State Bar Association with an advanced degree in law.

Experience:

A minimum of five (5) years of progressively responsible legal experience, with the majority of such experience focused on municipal law and public agency representation. Qualifying experience should include service as a City Attorney, Assistant City Attorney, County Counsel, Deputy County Counsel, or senior municipal attorney providing legal services to local government agencies, including two (2) years in a supervisory or management capacity.

Licenses and Certifications:

Active membership in good standing with the State Bar of California at the time of appointment and throughout employment.

If required to drive, possession and maintenance of a valid California driver's license. For positions where ability to drive is not an essential function, the employee must be able to arrange reliable and timely transportation through private or public transportation for attendance at work, off-site meetings, events, and trainings.

Desired Qualifications:

Extensive knowledge of California municipal law, including the Brown Act, California Public Records Act, Political Reform Act, conflict-of-interest laws, land use and planning law, labor and employment law, public contracting and procurement, elections law, government ethics, and related areas affecting local government operations.

Supplemental Information

ADDITIONAL INFORMATION

Physical Requirements:

On a continuous basis, sit, stand, bend, squat, climb, kneel, or twist to work in a standard office setting or reach equipment or when in the field; perform simple and power grasping and fine manipulation to operate a keyboard, office equipment, and audio, visual, or recording equipment; speak, write, see and hear with sufficient acuity to perform essential job functions; lift and carry supplies and equipment weighing between 10 and 25 pounds. Mental strength and resilience to manage emotions to navigate challenges, stressors, and pressure associated with the job.

Working Environment:

Work is performed primarily in an office environment with periodic attendance at meetings, court proceedings, administrative hearings, conferences, and other off-site locations. The position may require travel throughout California and attendance at evening and weekend meetings and events.

Employer

City of Los Banos

Address

520 J Street

Los Banos, California, 93635

Phone

(209) 827-2448

Website

<http://www.losbanos.org>

Assistant City Attorney Supplemental Questionnaire

***QUESTION 1**

Do you currently have a valid California Class C driver license or have the ability to obtain one?

- ☐ Yes
- ☐ No

***QUESTION 2**

Do you possess an advanced law degree from a law school accredited by the American Bar Association or the California State Bar Association?

- ☐ Yes
- ☐ No

***QUESTION 3**

How many years of progressively responsible legal experience do you have representing local government agencies?

- ☐ None

- ☐ 1-2 years
- ☐ 3-4 years
- ☐ 5 years or more

***QUESTION 4**

Which of the following best describes your experience? (Select all that apply.)

- ☐ City Attorney
- ☐ Assistant City Attorney
- ☐ County Counsel
- ☐ Deputy County Counsel
- ☐ Senior Municipal Attorney
- ☐ Other public agency legal counsel
- ☐ None of the above

***QUESTION 5**

Are you currently an active member in good standing with the State Bar of California or have the ability to obtain if appointed?

- ☐ Yes
- ☐ No

***QUESTION 6**

Did you upload and attach a Letter of Interest and a Resume to your application? *Note: Both are required to continue in recruitment process.*

- ☐ Yes
- ☐ No

***QUESTION 7**

Please select all areas in which you have significant professional experience providing legal advice or representation for a public agency. (Select all that apply.)

- ☐ Brown Act
- ☐ California Public Records Act (CPRA)
- ☐ Political Reform Act
- ☐ Conflict-of-Interest Laws
- ☐ Land Use and Planning Law
- ☐ Labor and Employment Law
- ☐ Public Contracting and Procurement
- ☐ Elections Law
- ☐ Government Ethics
- ☐ Other municipal law experience
- ☐ None of the above

***QUESTION 8**

Have you provided significant legal advice to elected officials, executive leadership, department directors, and staff on complex legal, operational, and policy matters?

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☐ Yes

☐ No

* Required Question



City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile & City Council Members

FROM: William Via, Jr., Public Works Director

DATE: August 19, 2026

TYPE OF REPORT: Agenda Item

SUBJECT: Memorandum of Understanding for preconstruction services for Fire Station No. 4 and Emergency Operations Center Project

Recommendation:

Adopt a Resolution approving a Memorandum of Understanding (MOU) between the City of Los Banos and Quiring General, LLC, on behalf of the Design-Build Entity (Quiring General, LLC/RRM Design Group), for preconstruction services associated with the Fire Station No. 4 and Emergency Operations Center Project in the amount of \$283,125 and authorize the City Manager to execute the agreement.

Background:

The City is advancing the development of Fire Station No. 4 and Emergency Operations Center (EOC) to address current and future public safety service demands. Following a competitive Design-Build procurement process, the City issued a Notice of Intent to Award on June 25, 2026, identifying Quiring General, LLC and RRM Design Group as the selected Design-Build Entity, subject to successful contract negotiations.

During the evaluation of the Bridging Documents dated April 1, 2026, it became apparent that the anticipated project scope may exceed the City's currently established Design-Build Contract Amount of \$13,000,000. Before entering into a final Design-Build Agreement, additional preconstruction services are needed to evaluate the project scope,

confirm operational requirements, develop schematic-level design documents, and establish a project scope that can be delivered within the available budget.

The proposed MOU authorizes the Design-Build Entity to provide these preconstruction services during a defined negotiation period and establishes the responsibilities of both parties while a mutually acceptable project scope, budget, and contract amount are developed.

Discussion:

The proposed MOU provides a structured process for the City and Design-Build Entity to collaboratively advance the project to a level of completion sufficient to establish a guaranteed project scope and proposed Design-Build Stipulated Sum.

Major services to be performed include:

- Review and evaluation of the existing Bridging Documents.
- Meetings with City staff, Fire Department personnel, and project stakeholders to confirm operational and functional requirements.
- Facility benchmarking visits to comparable fire stations and emergency operations centers.
- Development of schematic design documents, including site plans, floor plans, elevations, building sections, and preliminary building systems layouts.
- Preparation of Basis of Design narratives for major building systems.
- Progressive cost estimating at the Bridging Document, 50% Schematic Design, and 100% Schematic Design milestones.
- Development of a preliminary project schedule.
- Preparation of recommendations for scope refinements needed to align the project with the City's budget objectives.

At the conclusion of the preconstruction effort, the Design-Build Entity will provide a completed schematic design package, basis of design narratives, final construction cost estimate, preliminary schedule, and a proposed Stipulated Sum for design and construction of the project. These deliverables will form the basis for negotiating and executing a final Design-Build Agreement.

The MOU term is 110 calendar days and may be extended by mutual written agreement. Either party may terminate negotiations if a mutually acceptable agreement cannot be reached. In such event, the City will compensate the Design-Build Entity for services completed through the date of termination.

Fiscal Impact:

The proposed MOU authorizes a lump-sum fee of **\$283,125** for preconstruction services, which is currently budgeted in Emergency Operations Center Capital Fund (Line item 322-422-100-720) The fee includes all labor, consultant services, estimating, meetings, travel, coordination, facility visits, and required deliverables associated with completing the authorized scope of work.

Environmental Review:

Approval of the proposed MOU is not a commitment to construct the project and constitutes a planning and feasibility activity. Environmental review for the project will be addressed in accordance with the California Environmental Quality Act (CEQA) as part of project development and prior to approval of any final construction activities, as required.

Reviewed by:



Soknirorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Memorandum of Understanding

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RESOLUTION NO. ____**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF LOS BANOS APPROVING A
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS BANOS AND
QUIRING GENERAL, LLC AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE
AGREEMENT**

WHEREAS, the City of Los Banos is pursuing the development of Fire Station No. 4 and an Emergency Operations Center to meet current and future public safety and emergency response needs; and

WHEREAS, on June 25, 2026, the City issued a Notice of Intent to Award identifying Quiring General, LLC and RRM Design Group as the selected Design-Build Entity for the Fire Station No. 4 and Emergency Operations Center Project, subject to successful contract negotiations; and

WHEREAS, the City established a Design-Build Contract Amount of \$13,000,000 for the Project; and

WHEREAS, the Bridging Documents dated April 1, 2026, are currently anticipated to exceed the City's available Design-Build Contract Amount and require additional evaluation and refinement before a final Design-Build Agreement can be negotiated; and

WHEREAS, the proposed Memorandum of Understanding authorizes preconstruction services necessary to review project requirements, validate operational needs, prepare schematic design documents, develop cost estimates, establish a preliminary project schedule, and identify opportunities to align the Project scope with the City's budget objectives; and

WHEREAS, the Design-Build Entity will provide progressive cost estimating and schematic design services culminating in a proposed Stipulated Sum for the design and construction of the Project; and

WHEREAS, the Memorandum of Understanding provides for compensation in the amount of Two Hundred Eighty-Three Thousand One Hundred Twenty-Five Dollars (\$283,125), inclusive of all labor, consultant services, meetings, travel, coordination, facility visits, estimating, and required deliverables; and

WHEREAS, the City Council finds that approval of the Memorandum of Understanding is in the best interest of the City and will facilitate development of a project that meets the City's operational requirements while remaining within available budget parameters; and

WHEREAS, the City Attorney has reviewed and approved this agreement as to form.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Los Banos does hereby:

1. Approve the Memorandum of Understanding between the City of Los Banos and Quiring General, LLC, on behalf of the Design-Build Entity (Quiring General, LLC/RRM Design Group), for preconstruction services related to the Fire Station No. 4 and Emergency Operations Center Project in the amount of \$283,125.00; and
2. Authorizes the City Manager to execute the Memorandum of Understanding and any related documents necessary to implement the agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

MEMORANDUM OF UNDERSTANDING

Preconstruction Services

Fire Station No. 4 and Emergency Operations Center

City of Los Banos, California

1. Purpose

On June 25, 2026, the City of Los Banos issued a Notice of Intent to Award identifying Quiring General, LLC and RRM Design Group as the selected Design-Build Entity for the Fire Station No. 4 and Emergency Operations Center Project, subject to successful contract negotiations.

The parties recognize that the Bridging Document Set dated April 1, 2026, is currently anticipated to exceed the City's available Design-Build Contract Amount of \$13,000,000. Before establishing a final contract amount, additional preconstruction services are necessary to evaluate the Bridging Documents, confirm the City's operational requirements, refine the project scope where appropriate, and develop a design that can be delivered within the available budget.

This Memorandum of Understanding ("MOU") establishes the scope of those services and the responsibilities of each party during the negotiation period. The goal of this effort is to develop a project that satisfies the City's operational requirements while remaining within the established Design-Build Contract Amount and to establish a mutually agreed upon Stipulated Sum for the Design-Build Agreement.

2. Scope of Services

During the negotiation period, the Design-Build Entity will work collaboratively with the City to develop a project that satisfies the operational goals established in the Bridging Documents while aligning with the City's Design-Build Contract Amount.

A. Project Review

The Design-Build Entity shall:

- Review the April 1, 2026 Bridging Documents.
- Meet with City staff, Fire Department personnel, and project stakeholders to confirm project goals, operational priorities, and functional requirements.
- Evaluate opportunities to reconcile the project scope with the City's Design-Build Contract Amount while maintaining the City's operational objectives.
- Conduct project meetings necessary to support the contract negotiation process.

B. Facility Benchmarking

Coordinate and participate in visits to comparable Fire Stations and Emergency Operations Centers with City representatives to evaluate operational layouts, building systems, equipment, and best practices that may benefit the Project.

C. Schematic Design

Prepare Schematic Design documents sufficient to define the project scope and support cost estimating, including:

- Site Plan
- Floor Plans
- Building Elevations
- Major Building Sections
- Preliminary Structural Systems
- Preliminary Mechanical, Electrical and Plumbing layouts
- Geotechnical Investigation

D. Basis of Design

Prepare Basis of Design narratives describing the proposed design approach for the project's principal building systems, including:

- Mechanical Systems
- Electrical Systems
- Plumbing Systems
- Fire Sprinkler Systems
- Fire Alarm Systems
- Communications and Low Voltage Systems
- Emergency Operations Center Technology Systems

E. Cost Management

The Design-Build Entity shall prepare progressive construction cost estimates throughout the negotiation period to evaluate the project against the City's \$13,000,000 Design-Build Contract Amount.

The estimating process shall include, at a minimum, the following milestones:

a. Bridging Document Estimate

Prepare a construction cost estimate based upon the April 1, 2026 Bridging Document Set issued with the Request for Proposals. This estimate will establish the initial variance between the Bridging Documents and the City's Design-Build Contract Amount.

b. 50 Percent Schematic Design Estimate

Prepare an updated construction cost estimate reflecting the design refinements developed through the first half of the Schematic Design effort. The estimate will identify remaining cost variances and recommend scope refinements, if necessary.

c. 100 Percent Schematic Design Estimate

Prepare a final construction cost estimate based upon the completed Schematic Design documents and Basis of Design narratives. This estimate will confirm the project's alignment with the City's Design-Build Contract Amount and will serve as the basis for the Design-Build Entity's proposed Stipulated Sum.

Each estimate will be reviewed jointly with the City to evaluate project costs, identify cost drivers, review alternatives, and confirm that the project remains aligned with the City's budget objectives.

Upon completion of the Schematic Design effort, the Design-Build Entity shall submit a proposed Stipulated Sum for the design and construction of the Project based upon the final reconciled scope.

F. Preliminary Project Schedule

Prepare a preliminary project schedule identifying major design, permitting, procurement, and construction milestones.

3. Deliverables

At the completion of the services described in this Memorandum, the Design-Build Entity shall provide:

- Bridging Document Construction Cost Estimate
- 50 Percent Schematic Design Construction Cost Estimate
- 100 Percent Schematic Design Construction Cost Estimate
- Schematic Design Package
- Basis of Design Narratives
- Preliminary Project Schedule
- Recommendations for scope refinements, if required
- Proposed Stipulated Sum for the Design and Construction of the Project

4. City Responsibilities

The success of this effort depends upon timely participation by the City. The City agrees to:

- Provide timely access to City staff, Fire Department personnel, and user representatives.
- Designate decision-makers with authority to review and provide direction.
- Provide available project information requested by the Design-Build Entity.
- Review interim design documents and cost estimates in a timely manner.
- Participate in project meetings necessary to support completion of the services within the agreed schedule.

5. Compensation

The City shall compensate the Design-Build Entity a lump sum fee of **\$283,125.00** for the services described in this Memorandum.

The fee includes all labor, consultant services, estimating, meetings, travel, coordination, facility visits, and deliverables necessary to complete the authorized services.

Invoices shall be submitted monthly based upon the percentage of services completed and shall be payable in accordance with the City's standard payment procedures.

6. Completion of Negotiations

The services described in this Memorandum are intended solely to support negotiation of the Design-Build Agreement.

At the completion of the authorized services, the Design-Build Entity shall submit:

- Completed Schematic Design Package
- Basis of Design Narratives
- Final Construction Cost Estimate
- Proposed Stipulated Sum
- Draft Design-Build Agreement exhibits, if requested by the City

If agreement is reached regarding the project scope, Design-Build Contract Amount, schedule, and contract terms, the parties intend to execute the Design-Build Agreement.

If the parties are unable to reach agreement, either party may terminate negotiations upon written notice. In such event, the City shall compensate the Design-Build Entity for services performed through the effective date of termination, and neither party shall have any further obligation except as expressly provided herein.

7. Term

This Memorandum shall become effective upon execution by both parties and shall remain in effect for **one hundred ten (110) calendar days**, unless extended by mutual written agreement or terminated earlier by:

- Execution of the Design-Build Agreement;
- Written termination by either party; or
- Mutual written agreement of the parties.

8. General

Nothing contained in this Memorandum obligates either party to execute a Design-Build Agreement.

The purpose of this Memorandum is to authorize limited preconstruction services necessary to support the contract negotiation process and the development of a mutually agreed upon Stipulated Sum for the Project.

The parties agree to work collaboratively and in good faith toward development of a project that satisfies the City's operational requirements and can be delivered within the City's established \$13,000,000 Design-Build Contract Amount.

ACCEPTANCE

The undersigned represent that they are authorized to execute this Memorandum of Understanding on behalf of their respective organizations and agree to the terms and conditions set forth herein.

CITY OF LOS BANOS

By: _____

Sokniorn Than
City Manager

Date: _____

QUIRING GENERAL, LLC

On behalf of the Design-Build Entity (Quiring General, LLC / RRM Design Group)

By: _____

Jim Kennedy
Project Executive

Date: _____

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City of Los Banos

At the Crossroads of California

Agenda Staff Report

TO: Mayor and City Council Members

FROM: William Via, Public Works Director

DATE: August 19, 2026

TYPE OF REPORT: Agenda Item

SUBJECT: Memorandum of Understanding between Merced County and City of Los Banos for Pavement of Pioneer Road Improvements

Recommendation:

That the City Council adopts the Resolution to approve the Memorandum of Understanding (MOU) between Merced County (County) and City of Los Banos (City) for the pavement of the westernmost portion of Pioneer Road located within the City Limits and authorizes the City Manager to execute said agreement.

Background:

Merced County Public Works Department is completing a repaving project on Pioneer Road located within the county and west of the City Limits. The County project limits start at Volta Road and end at the City Limits, which leaves a portion of Pioneer Road, from the City Limits to the limits of the recently completed Pioneer/Ortogonalita Intersection Improvement Project (approximately 2,750 linear feet), unimproved. Los Banos Public Works was notified of this project and reached out to the County to determine if it were possible to extend the limits of their project to capture the remaining portion of Pioneer Road, with a Memorandum of Understanding to reimburse the County for the costs of that repaving.

Discussion:

Since the County's contractor will already be mobilized and completing similar work, there is an opportunity to partner and pave the remaining portion of Pioneer Road in a cost-

efficient manner, through an economy of scale, by having the County contractor continue the paving into the City Limits.

The County of Merced and the City of Los Banos Public Works Departments have developed a Memorandum of Understanding to allow for reimbursement to the County for the cost of the County's contractor performing the repaving as part of the ongoing roadway project.

The Memorandum of Understanding Agreement for the proposed reimbursement by the City of Los Banos to the County of Merced is in the amount of \$250,000.

The City Attorney has reviewed and approved this agreement as to form.

Fiscal Impact:

The estimated cost of the Pioneer Road Repaving Project is \$250,000. The City will reimburse the County for 100% of the project cost associated with the City's portion of Pioneer Road. There are sufficient funds appropriated for pavement improvements in Fund 214 Measure V (line item 214-430-210-715). A budget amendment is not required to fund this project.

Reviewed by:



Sokniorn Than, City Manager



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. MOU
3. Site Map

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS BANOS AND THE COUNTY OF MERCED FOR REPAVING OF PIONEER ROAD AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the County of Merced is currently constructing roadway improvements on Pioneer Road; and

WHEREAS, portions of Pioneer Road that lie within the City Limits are in need of repaving and are adjacent to the County project area; and

WHEREAS, the County Public Works Department is agreeable to having their contractor expand the paving project to include the City's portion of Pioneer Road; and

WHEREAS, performing these improvements concurrently with the County's repaving project provides an opportunity to complete the work at a reduced cost through economy of scale; and

WHEREAS, the City of Los Banos and the County of Merced have developed a Memorandum of Understanding allowing the County to pave the City's portion of Pioneer Road as part of their repaving project; and

WHEREAS, under the terms of the Memorandum of Understanding, the City of Los Banos will reimburse the County of Merced for the cost of pavement improvements, estimated at Two-hundred and Fifty Thousand Dollars (\$250,000); and

WHEREAS, the Memorandum of Understanding establishes the responsibilities of each party, including project construction by the County and reimbursement by the City; and

WHEREAS, the City Attorney has reviewed and approved this agreement as to form.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Los Banos does hereby:

1. Approve the Memorandum of Understanding between the City of Los Banos and the County of Merced for Pioneer Road Pavement Improvements; and

2. The City Manager is hereby authorized to execute the Memorandum of Understanding and any related documents necessary to implement the agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF MERCED
AND THE CITY OF LOS BANOS
FOR THE ROAD IMPROVEMENTS OF PIONEER ROAD
WITHIN LOS BANOS CITY LIMITS
CONTRACT NO. 300-XXXX**

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into by and between the County of Merced, a political subdivision of the State of California, its successors and assigns, through its Board of Supervisors (hereinafter "County"), and the City of Los Banos (hereinafter "City"), together named hereinafter the "Parties", to perform road improvements to the westernmost 2,750 linear feet of Pioneer Road located within the City Limits (hereinafter "Project").

WHEREAS, the County is performing paving and other road improvements to County maintained roads near the City Limits of Los Banos; and

WHEREAS, improvements are needed to a portion of Pioneer Road located within the city limits and maintained by the City of Los Banos (as shown on Exhibit A); and

WHEREAS, there exists an opportunity to complete the Project at a reduced cost due to economies of scale with the County's project as opposed to the City performing a stand-alone project; and

WHEREAS, the County has estimated the Project costs for the portion within the City limits to be \$250,000; and,

WHEREAS, the County will schedule the Project to be performed in conjunction with the road improvements to portions of Pioneer Road within County jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereto do hereby agree as follows:

- 1) **Project.** The Parties have acknowledged the County will perform the Project, and the City will reimburse the County for the actual costs incurred to perform the Project, up to a maximum not-to-exceed amount of \$250,000. Any costs exceeding this amount shall require prior written approval from the City. The Parties mutually agree to cooperate in order to help ensure that the Project is successfully completed with minimum impact to both Parties, and the public.
- 2) **Term.** This Agreement shall take effect on July 24, 2026 ("Effective Date") and shall remain in effect until the completion of the Project and final payment and reimbursement by City to County as required herein, or until December 31, 2026, whichever occurs first, unless earlier terminated as provided in this section.
- 3) **Termination.** Either Party may terminate this Agreement for convenience, without cause, at any time by giving at least thirty (30) calendar days prior written Notice to the other Party pursuant to the Notices section of this Agreement. In the event of a termination for convenience by either Party, City shall remain obligated to reimburse County for all actual, reasonable Project costs incurred by County, as well as any non-cancelable obligations or commitments entered into by County for the Project, prior to the effective date of termination,

up to the maximum amount set forth herein.

In addition, either Party may terminate this Agreement for cause if the other Party fails to perform any material duty, covenant, or condition required under this Agreement. The non-breaching Party shall deliver written Notice specifying the nature of the default. If the breaching Party fails to cure the default within thirty (30) calendar days after receipt of such Notice, the non-breaching Party may terminate this Agreement immediately upon written Notice.

- 4) **Condition Subsequent to Non-Appropriation of Funding.** The obligations of the Parties under this Agreement are contingent upon the continued appropriation and allocation of funds by their respective governing bodies. If either Party's governing body fails to appropriate necessary funds for this Project in any subsequent fiscal budget, that Party shall immediately notify the other Party in writing. Under such circumstances, this Agreement may be terminated by either Party without penalty, provided that City shall remain liable for all actual, necessary, and non-cancelable costs incurred by County for the City's portion of the Project prior to the date of written notice.
- 5) **Right-of-Way Access and Permits.** City hereby grants to County, its employees, agents, and contractors, a no-fee right-of-entry and temporary license to enter upon City right-of-way along Pioneer Road as necessary to perform design, engineering, inspection, and construction activities for the Project. City shall issue to County or County's contractor, upon application, no-fee encroachment permits authorizing work within City's public right-of-way, subject to standard traffic control and safety conditions and evidence of insurance required under this Agreement.
- 6) **Project Completion, Acceptance, and Maintenance.** Upon completion of the Project construction, County shall notify City in writing. The City shall promptly inspect the Project and, if the work conforms to the approved plans and specifications, accept the Project in writing. Upon acceptance, City shall retain full ownership of, title to, and sole responsibility for ongoing operation, repair, and maintenance of Pioneer Road within City limits at City's sole expense. County shall have no ongoing maintenance obligations for the road segment within City jurisdiction following final acceptance.
- 7) **Insurance.** Prior to the commencement of work, and as a precondition to this MOU, the Parties shall maintain Commercial General Liability (CGL) insurance with limits no less than \$1,000,000 per occurrence covering bodily injury, personal injury and property damage; and Workers Compensation Insurance as required according to the California Labor Code, including Employer's Liability limits of \$1,000,000 per accident during the term of the MOU.

Each party shall provide the other certificates of insurance upon request. Each party and its officers, employees, and agents shall be endorsed to the other's CGL policy as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.

The Parties acknowledge that both entities may be self-insured or members of a public entity risk pool. Such self-insurance or public entity pooling shall satisfy the insurance requirements set forth herein.

- 8) **CEQA.** The Parties have determined that the County will act as the lead agency for purposes

of California Environmental Quality Act compliance as it applies to the Project. The Parties anticipate this work constitutes repair and maintenance of an existing public facility, categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301.

- 9) **Indemnity.** County shall indemnify, defend and hold harmless City, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent such claims, damages, costs, expenses, attorney's fees, or liabilities are caused by the County's negligence, whether by action or omission, or willful misconduct.

City shall indemnify, defend and hold harmless County, its officers, elected officials, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims, damages, expenses, or liabilities for loss or damage to any property, or for death or injury to any person or persons, but only in proportion to and to the extent such claims, damages, costs, expenses, attorney's fees, or liabilities are caused by the City's negligence, whether by action or omission, or willful misconduct.

The obligations set forth above shall survive this Agreement's expiration or termination.

- 10) **Applicable Law.** All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed to in writing by County and counsel for County.
- 11) **Administrative Dispute Resolution.** Prior to initiating formal litigation regarding any dispute arising under this Agreement, the Merced County Director of Public Works and the City Manager (or their designated representatives) shall meet in person or via teleconference within fifteen (15) calendar days of a written request by either Party to attempt to resolve the dispute in good faith. If the matter is not resolved within thirty (30) calendar days after the initial meeting, either Party may pursue any remedies available at law or in equity.
- 12) **Binding Effect.** This Agreement is for the benefit of and shall be binding upon all parties and their respective successors, heirs, executors, administrators, assigns, and successors in interest.
- 13) **Venue.** The venue for any claims arising out of this Agreement shall be in the Merced County Superior Court, unless otherwise required by law.
- 14) **Waiver.** One or more waivers of any term, condition, or covenant of this Agreement by either party shall not be construed as a waiver of any other term, condition, or covenant.
- 15) **Notices.** "Notice" means any notice, demand, request, or other communication or document to be provided under this Agreement. All Notices shall be in writing and shall be given to the

Party at its regular mail address, or such other address as the Party may later specify for that purpose by notice to the other Party.

City

City Manager
City of Los Banos
411 Madison Avenue
Los Banos, CA 93635

County

Director of Public Works / Road Commissioner
Merced County
715 Martin Luther King Jr. Way
Merced, CA 95341

- 16) **Entire Agreement.** This Agreement, including the attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties.
- 17) **Signing Authority.** The individuals signing this Agreement below represent and agree that they have full and actual authority to bind their respective parties to this Agreement.
- 18) **Duplicate Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU, which shall take effect on the date of the last Party's signature below.

COUNTY OF MERCED,
A Political Subdivision of the State

Chairman, Merced County
Board of Supervisors

Date

APPROVED AS TO LEGAL FORM:
MERCED COUNTY COUNSEL

BY: _____
Joel A. Guerra
Deputy County Counsel

CITY OF LOS BANOS,

Sokniorn Than
City Manager

Date

APPROVED AS TO FORM:
CITY ATTORNEY

BY: _____
Mary F. Lerner
City Attorney



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City of
Los Banos
At the Crossroads of California

Agenda Staff Report

TO: Mayor Amabile and Council Members

FROM: Soknirorn Than, City Manager

DATE: August 19, 2026

TYPE OF REPORT: Regular Agenda

SUBJECT: Approval of an Amended and Restated Property Tax Sharing Agreement Between the City of Los Banos and the County of Merced

Recommendation:

Staff recommends the City Council adopt the attached resolution approving Amendment No. 2 to the Amended and Restated Property Tax Sharing Agreement between the County of Merced and the City of Los Banos.

Background:

On June 6, 1978, California voters approved Proposition 13, which amended the California Constitution and limited ad valorem property taxes to one percent of assessed value. Following Proposition 13, the California Legislature enacted Revenue and Taxation Code Section 99, which requires cities and counties to negotiate a property tax exchange agreement before territory may be annexed into a city.

The City of Los Banos and the County of Merced originally entered into a Property Tax Sharing Agreement on October 21, 1997. In 2016, after several years of negotiations, the parties approved an Amended and Restated Property Tax Sharing Agreement that established a more equitable allocation of property tax revenues associated with annexations and provided a framework for cooperation on growth planning, agricultural preservation, and other matters of mutual interest.

The 2016 agreement included a General Plan cooperation provision that referenced the City's then adopted 2030 General Plan and established procedures for interagency review of land use applications within the City's planning area. The agreement was subsequently amended in December 2016 to address the administration of tax rate areas associated with annexations.

In October 2022, the City adopted its 2042 General Plan, replacing the previous 2030 General Plan. The proposed Second Amendment updates the agreement to reflect the City's current General Plan and clarifies procedures intended to ensure continued coordination between the City and County on planning matters affecting areas within the City's planning boundaries.

Discussion:

The proposed Second Amendment makes no changes to the property tax allocation formulas, revenue-sharing percentages, or the financial terms established under the existing agreement. Rather, the amendment is intended to update and modernize Section 4 of the agreement, entitled "City and County General Plan Cooperation."

Specifically, the amendment:

- A. Updates references from the City's former 2030 General Plan to the City's adopted 2042 General Plan.
- B. Maintains the existing framework requiring the County to refer specified discretionary land use applications within the City's Planning Area Boundary to the City for review and comment, including:
 - a. Major and Minor Subdivisions;
 - b. Conditional Use Permits;
 - c. Zone Changes;
 - d. General Plan Amendments; and
 - e. Administrative Permits.
- C. Continues the City's commitment to provide the County with opportunities to review and comment on annexation and boundary expansion proposals affecting unincorporated areas of the County prior to LAFCO consideration.
- D. Reaffirms the parties' shared commitment to preserving agricultural resources and participating in future discussions regarding countywide agricultural mitigation strategies.
- E. Adds language explicitly recognizing that the purpose of the amendment is to promote mutual cooperation and coordination and avoid conflicts between the respective General Plan goals, objectives, and policies of the City and County.

The proposed amendment preserves the cooperative land use planning principles that have existed in the agreement since 2016 while ensuring the agreement accurately reflects the City's current planning documents. Approval of the amendment will strengthen communication between the City and County as both agencies review

development proposals and long-range planning initiatives affecting the Los Banos Planning Area.

This amendment is administrative in nature, supports implementation of the City's 2042 General Plan, and continues the longstanding collaborative relationship between the City and County regarding growth management and long term planning.

Fiscal Impact:

Approval of Amendment No. 2 is not anticipated to result in a direct fiscal impact to the City's Fund. The amendment primarily updates the parties' contractual provisions concerning General Plan coordination and recognizes the City's transition from the 2030 General Plan to the adopted 2042 General Plan.

Any fiscal impacts associated with future development, annexation, or property tax revenues will continue to be governed by the terms of the Property Tax Sharing Agreement, as amended.

Reviewed by:



Mary Lerner, City Attorney



Minerva Moreno, Finance Director

Attachments:

1. Resolution
2. Draft Second Amendment to the Tax Sharing Agreement Between the City of Los Banos and County of Merced.

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RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF LOS BANOS APPROVING AN
AMENDED AND RESTATED PROPERTY TAX
SHARING AGREEMENT BETWEEN THE CITY OF
LOS BANOS AND THE COUNTY OF MERCED**

WHEREAS, the County of Merced and the City of Los Banos previously entered into a Property Tax Sharing Agreement which was subsequently Amended and Restated on June 7, 2016 (hereinafter referred to as "Agreement"); and

WHEREAS, the County of Merced and the City of Los Banos desire to amend Section 4 (City and County General Plan Cooperation) of the Agreement to recognize the City's pending 2042 General Plan while maintaining the 2030 General Plan as the governing planning document until the 2042 General Plan is formally adopted and becomes effective, and to provide that references to the City's General Plan shall automatically apply to the 2042 General Plan upon its effective date; and

WHEREAS, the County of Merced and the City of Los Banos have met and reached agreement regarding new boundaries of the sphere and development standards and planning and zoning requirements within the sphere to ensure that development within the sphere occurs in a manner that reflects the concerns of the affected city and is accomplished in a manner that promotes the logical and orderly development of areas within the sphere.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby approve Amendment No. 2 to the Agreement, amending Section 4 (City and County General Plan Cooperation) as set forth in the attached Amendment.

BE IT FURTHER RESOLVED, that the County of Merced and the City of Los Banos have reached agreement regarding new boundaries of the sphere and development standards and planning and zoning requirements within the sphere to ensure that development within the sphere occurs in a manner that reflects the concerns of the City of Los Banos and is accomplished in a manner that promotes the logical and orderly development of areas within the sphere.

BE IT FURTHER RESOLVED, that except as expressly amended by Amendment No. 2, all other terms and conditions of the Tax Sharing Agreement, as previously amended, shall remain unchanged and in full force and effect.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 19th day of August 2026, 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 S. Amabile, Mayor

ATTEST:

Lucille L. Mallonee, City Clerk

**SECOND AMENDMENT TO AMENDED AND RESTATED PROPERTY TAX
SHARING AGREEMENT
BETWEEN THE CITY OF LOS BANOS AND COUNTY OF MERCED**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED AGREEMENT (referred to herein as this “Second Amendment”), is made and entered into this _____ day of August 2026, by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and the City of Los Banos, a Municipal Corporation incorporated under the laws of the State of California, (hereinafter referred to as "City"), and pursuant to Revenue and Taxation Code of the State of California.

RECITALS

WHEREAS, the County and the City entered into an Amended and Restated Property Tax Sharing Agreement dated June 7, 2016, identified as County Contract No. 2016144, (hereinafter referred to as “Agreement”).

WHEREAS, the County and the City first amended the Amended and Restated Property Tax Sharing Agreement on December 6, 2016 in order to address administration of tax rate areas related to new annexations.

WHEREAS, the parties desire to amend Section 4 of the Agreement to recognize the City’s adopted 2042 General Plan in October 2022 and to update references to the City’s General Plan accordingly.

WHEREAS, it is a further purpose of this Second Amendment to provide for mutual cooperation and coordination to avoid conflict with each party’s General Plan goals, objectives, and policies.

NOW THEREFORE, the parties agree as follows:

1. Section 4 entitled “CITY AND COUNTY GENERAL PLAN COOPERATION”, is amended to read as follows:
 - (a) The City has adopted the 2042 General Plan. References in this Agreement to the City's General Plan mean the 2042 General Plan, as amended from time to time. The City's General Plan identifies an Urban Growth Boundary, Sphere of Influence Boundary, and Planning Area Boundary.
 - (b) The City and County understand that legislative bodies may not bind future legislative bodies, and that one legislative body may not delegate its legislative or police power to another legislative body.

To ensure communication and coordination with the City and to avoid conflicts with the City’s 2042 General Plan, the County agrees to refer the following applications within the City's 2042 General Plan Planning Area Boundary to the City for its review and comments:

- Major and Minor Subdivisions;
- Conditional Use Permits;
- Zone Changes;
- General Plan Amendments;
- Administrative Permits.

The County will consider all comments provided by the City prior to taking action on the application.

- (c) To assist and support the County in implementing County General Plan Policies concerning the preservation of agricultural resources, the City agrees to refer all applications resulting in the expansion of the City limit boundaries into the unincorporated area of the County to the County for its review and comment. The City will consider all County comments prior to forwarding the applications to LAFCO.
- (d) The City's General Plan designates lands outside of the Urban Growth Boundary but within the Sphere of Influence Boundary as Agriculture / Rural. To assist and support County General Plan policies concerning the preservation of agricultural resources, the City agrees to refer all applications resulting in the expansion of City limit boundaries into the unincorporated area of the County to the County for its review and comment. The City will consider all County comments prior to forwarding the application to LAFCO.
- (e) The City agrees to participate in future discussions to establish a countywide agricultural mitigation program for productive agricultural land converted to urban development.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be executed on the day and year first written above.

COUNTY OF MERCED

CITY OF LOS BANOS

Daron McDaniel
Board Chair, Board of Supervisors

Michael S. Amabile
Mayor

Date _____

Date _____

ATTEST:

Mark J. Hendrickson
Clerk of the Board

Date _____

Lucille L. Mallonee
City Clerk

Date _____

APPROVED AS TO LEGALITY AND FORM:

COUNTY OF MERCED

CITY OF LOS BANOS

Forrest Hansen
County Counsel

Date _____

Mary F. Lerner
City Attorney

Date _____