



# City of Los Banos

*At the Crossroads of California*

[www.losbanos.org](http://www.losbanos.org)

## AGENDA

### CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS  
520 J Street  
Los Banos, California

**FEBRUARY 3, 2016**

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

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

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

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

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

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

1. CALL TO ORDER.

**7:00 PM**

2. PLEDGE OF ALLEGIANCE.

3. ROLL CALL: (City Council Members)

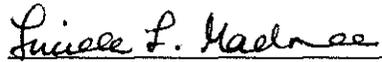
Faria \_\_\_\_, Lewis \_\_\_\_, Silveira \_\_\_\_, Stonegrove \_\_\_\_, Villalta \_\_\_\_

4. CONSIDERATION OF APPROVAL OF AGENDA.

5. PRESENTATIONS:
  - A. Proclamation Recognizing Teen Dating Violence Awareness and Prevention Month.
  - B. Proclamation Recognizing Pat Atkins – Human Resources Administrator of the Year.
  - C. Certificates of Recognition to the Los Banos Rotary Club & Los Banos Soroptimist Club
6. PUBLIC FORUM. (Members of the public may address the City Council Members on any item of public interest that is within the jurisdiction of the City Council; includes agenda and non-agenda items. No action will be taken on non-agenda items. Speakers are limited to a five (5) minute presentation. Detailed guidelines are posted on the Council Chamber informational table.)
7. CONSIDERATION OF APPROVAL OF CONSENT AGENDA. (Items on the Consent Agenda are considered to be routine and will be voted on in one motion unless removed from the Consent Agenda by a City Council Member.)
  - A. Check Register for #157487 – #157689 in the Amount of \$665,847.41.  
*Recommendation: Approve the check register as submitted.*
  - B. Second Quarter Investment Report for Fiscal Year 2015-2016.  
*Recommendation: Accept the report as submitted.*
  - C. Minutes for the December 2, 2015 City Council Meeting.  
*Recommendation: Approve the minutes as submitted.*
  - D. Minutes for the January 14, 2016 Adjourned City Council Meeting.  
*Recommendation: Approve the minutes as submitted.*
  - E. City Council Resolution No. 5724 – Approving and Authorizing the Interim City Manager to Execute a Professional Services Agreement for Banking Services with Westamerica Bank.  
*Recommendation: Adopt the resolution as submitted.*
  - F. City Council Resolution No. 5725 – Awarding the Bid for the Purchase of One New 2015/16 Model Hook-Lift Truck and Authorize the Public Works Director/City Engineer to Issue the Purchase Order.  
*Recommendation: Adopt the resolution as submitted.*

8. ADVISEMENT OF PUBLIC NOTICES. (Three Reports)
9. CITY MANAGER REPORT.
10. CITY COUNCIL MEMBER REPORTS.
  - A. Deborah Lewis
  - B. Scott Silveira
  - C. Elizabeth Stonegrove
  - D. Tom Faria
  - E. Mayor Mike Villalta
11. CLOSED SESSION – Public Employee Employment, City Manager, Pursuant to Government Code Section 54957.
12. ADJOURNMENT.

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



Lucille L. Mallonee, City Clerk

Dated this 28<sup>th</sup> day of January 2016

## Bank Reconciliation

## Checks by Date



City of  
**Los Banos**

*At the Crossroads of California*

User: sorozco

Printed: 01/26/2016 - 8:37AM

Cleared and Not Cleared Checks

Print Void Checks

Check No	Check Date	Name	Module	Void	Amount
157511	1/15/2016	Bank of America	AP		11,236.53
157512	1/15/2016	Bank of America	AP		2,337.06
157513	1/15/2016	Bank of America	AP		40.20
157514	1/15/2016	Alert-O-Lite, Inc.	AP		259.03
157515	1/15/2016	Anthony Gomes	AP		163.35
157516	1/15/2016	Aramark Uniform Ser Inc	AP		261.30
157517	1/15/2016	AT&T	AP		19.64
157518	1/15/2016	Backflow Apparatus & Valve Co.	AP		270.65
157519	1/15/2016	Battery Systems, Inc.	AP		136.05
157520	1/15/2016	Board of Equalization	AP		1,757.00
157521	1/15/2016	Borelli Real Estate Service, Inc.	AP		90.00
157522	1/15/2016	BSK Associates	AP		400.00
157523	1/15/2016	Burton's Fire Inc.	AP		971.46
157524	1/15/2016	California Building Standards Commission	AP		639.90
157525	1/15/2016	California Dairies Inc	AP		164.83
157526	1/15/2016	City Clerks Association of California - CCAC	AP		130.00
157527	1/15/2016	Comcast	AP		10.59
157528	1/15/2016	Dept of Conservation	AP		1,898.63
157529	1/15/2016	Employee Relations, Inc.	AP		50.00
157530	1/15/2016	Fastenal Company	AP		1,356.78
157531	1/15/2016	Fast Track Car Wash	AP		10.50
157532	1/15/2016	Federal Express	AP		5.80
157533	1/15/2016	Ferguson Enterprises Inc DBA Groeniger & Company	AP		4,134.11
157534	1/15/2016	Edgar Godinez	AP		1,240.00
157535	1/15/2016	GovConnection, Inc.	AP		4,458.88
157536	1/15/2016	Hach Company	AP		115.62
157537	1/15/2016	John Deere Financial	AP		47.65
157538	1/15/2016	Lawson Products, Inc.	AP		58.14
157539	1/15/2016	Los Banos Express Oil & Lube	AP		47.56
157540	1/15/2016	Lucas Business Systems	AP		447.38
157541	1/15/2016	Marfab Inc	AP		13.75
157542	1/15/2016	Merced Sun Star	AP		1,482.27
157543	1/15/2016	Napa Auto Parts	AP		35.61
157544	1/15/2016	The Office City	AP		534.28
157545	1/15/2016	O'Reilly Auto Parts	AP		798.35
157546	1/15/2016	P G & E Company	AP		15.54
157547	1/15/2016	Pete's Auto	AP		28.00
157548	1/15/2016	Purchase Power Inc	AP		4,000.00
157549	1/15/2016	Protech Security & Electronics, Inc.	AP		180.00
157550	1/15/2016	Yesenia Plascencia	AP		450.00
157551	1/15/2016	SJVAPCD	AP		459.00
157552	1/15/2016	Santos Ford Lincoln Mercury, Inc.	AP		858.28
157553	1/15/2016	Sherwin Williams Co	AP		998.94
157554	1/15/2016	Sorensens True Value	AP		196.99

Check No	Check Date	Name	Module	Void	Amount
157555	1/15/2016	Spriggs Inc.	AP		692.83
157556	1/15/2016	Thomson Reuters (Tax & Accounting) Inc.	AP		262.44
157557	1/15/2016	USA Blue Book	AP		1,210.64
157558	1/15/2016	Christopher Pascual	AP		13.49
157559	1/15/2016	Zula Martin	AP		56.73
157560	1/15/2016	Salvador & Tanya Dorado	AP		13.49
157561	1/15/2016	Mark Simmons	AP		56.73
157562	1/15/2016	Johnathan Peck	AP		13.49
157563	1/15/2016	Craig & Craig Prof. Services, Gina	AP		43.31
157564	1/15/2016	David & Evangelina Sanchez	AP		94.23
157565	1/15/2016	Westhill Property Mgmt	AP		50.97
157566	1/15/2016	Westhill Real Estate - Dos Palos, Gail	AP		30.79
157567	1/15/2016	PowerHouse Realty	AP		33.67
157568	1/15/2016	Home Sweet Home Property Management	AP		96.13
157569	1/15/2016	Liliana Valles	AP		600.00
157570	1/15/2016	Windecker Inc	AP		17,491.57
157571	1/15/2016	Julian Y. Yip	AP		100.00
157572	1/15/2016	Young's Air Conditioning	AP		260.00
157573	1/15/2016	Young's Automotive	AP		1,064.11
157574	1/15/2016	BSK Associates	AP		12,626.73
157575	1/15/2016	CopLogic, Inc.	AP		4,174.59
157576	1/15/2016	CSG Consultants Inc.	AP		43,395.27
157577	1/15/2016	Eric Espindola	AP		100.00
157578	1/15/2016	Ford Motor Credit Company LLC	AP		4,420.32
157579	1/15/2016	Ford Motor Credit Company LLC	AP		1,307.85
157580	1/15/2016	InfoSend Inc.	AP		5,656.28
157581	1/15/2016	League of Calif Cities	AP		11,971.00
157582	1/15/2016	Gregory J Lever	AP		208.92
157583	1/15/2016	PERS - Public Employees	AP		102,565.00
157584	1/15/2016	Pinnacle Medical Group	AP		143.00
157585	1/15/2016	Price Paige and Company Accountancy Corporation	AP		5,865.00
157586	1/15/2016	Regency Park Estates LLC	AP		4,664.00
157587	1/15/2016	Ronny's Landscaping	AP		300.00
157588	1/15/2016	Stonecreek Properties	AP		14,903.90
157589	1/15/2016	Tractor Supply Credit Plan	AP		435.04
157590	1/15/2016	Law Offices of William A Vaughn	AP		6,598.75
157591	1/19/2016	Aflac-Customer Service	AP		95.81
157592	1/19/2016	Aflac-Customer Service	AP		143.95
157593	1/19/2016	Aflac-Customer Service	AP		41.26
157594	1/19/2016	Aflac-Customer Service	AP		57.86
157595	1/19/2016	Bank of America	AP		90,478.56
157596	1/19/2016	Bank of America	AP		11,452.66
157597	1/19/2016	Bank of America	AP		2,426.14
157598	1/19/2016	Los Banos Fitness &	AP		553.00
157599	1/19/2016	Los Banos Police Assn	AP		1,998.00
157600	1/19/2016	MassMutual	AP		1,342.59
157601	1/19/2016	MassMutual	AP		5,260.00
157602	1/19/2016	Nationwide Retirement Solutions	AP		1,420.00
157603	1/19/2016	Professional Fire Fighter	AP		585.00
157604	1/19/2016	State Disbursement Unit	AP		1,912.50
157605	1/19/2016	Vantagepoint Transfer Agents - 306797	AP		590.43
157606	1/19/2016	Vantagepoint Transfer Agents - 705827	AP		25.00
157607	1/19/2016	Vantagepoint Transfer Agents - 801838	AP		1,250.00
157608	1/19/2016	City of Los Banos/Cash	AP		1,000.00
157609	1/22/2016	Accela, Inc.	AP		1,347.00
157610	1/22/2016	All American Plumbing	AP		189.91
157611	1/22/2016	Ameripride Valley Uniform Services Inc.	AP		510.10

Check No	Check Date	Name	Module	Void	Amount
157612	1/22/2016	Anthony Gomes	AP		60.00
157613	1/22/2016	Aramark Uniform Ser Inc	AP		528.17
157614	1/22/2016	AT&T	AP		756.52
157615	1/22/2016	AT&T	AP		118.58
157616	1/22/2016	Barton Overhead Door Inc	AP		752.68
157617	1/22/2016	Brinks Inc.	AP		528.13
157618	1/22/2016	Broadcast Music, Inc	AP		336.00
157619	1/22/2016	BSK Associates	AP		4,451.25
157620	1/22/2016	Ca Dept of Justice	AP		2,323.00
157621	1/22/2016	California Dairies Inc	AP		90.70
157622	1/22/2016	Clark Pest Control Inc	AP		93.00
157623	1/22/2016	Coffee Break Service	AP		370.40
157624	1/22/2016	Cook's Communications Corp.	AP		79.35
157625	1/22/2016	Copy Shipping Solutions	AP		30.35
157626	1/22/2016	LN Curtis & Sons	AP		289.66
157627	1/22/2016	Edges Electrical Group, LLC	AP		56.31
157628	1/22/2016	Farmer Brothers Coffee	AP		25.25
157629	1/22/2016	Fastenal Company	AP		601.98
157630	1/22/2016	Federal Express	AP		20.14
157631	1/22/2016	Forensic Nurse Specialists of Central Ca Inc.	AP		3,950.00
157632	1/22/2016	Gouveia Engineering Inc.	AP		29,457.75
157633	1/22/2016	Greenwood Chevrolet	AP		693.68
157634	1/22/2016	Home Depot	AP		2,836.03
157635	1/22/2016	Integrated Electronics	AP		90.00
157636	1/22/2016	International Assoc Of Chiefs of Police	AP		150.00
157637	1/22/2016	Johnnie's Cleaners	AP		130.75
157638	1/22/2016	Richard D. Jones, A Professional Law Corporation	AP		26.50
157639	1/22/2016	Kimball Midwest	AP		28.60
157640	1/22/2016	Krazan & Associates Inc	AP		3,673.75
157641	1/22/2016	Kully Supply, Inc.	AP		51.56
157642	1/22/2016	Los Banos Car Wash Inc	AP		30.00
157643	1/22/2016	Los Banos Express Oil & Lube	AP		154.45
157644	1/22/2016	Los Banos Medical Group A Medical Corp.	AP		25.00
157645	1/22/2016	Lucas Business Systems	AP		88.40
157646	1/22/2016	Los Banos Unified	AP		250.00
157647	1/22/2016	Roxanne Lorenzana	AP		250.00
157648	1/22/2016	Marfab Inc	AP		26.30
157649	1/22/2016	Merced County Environmental Health	AP		405.00
157650	1/22/2016	Merced Uniform & Accessories	AP		2,374.65
157651	1/22/2016	Mobile Communications Inc	AP		76.13
157652	1/22/2016	Leticia Moore	AP		600.00
157653	1/22/2016	Napa Auto Parts	AP		354.86
157654	1/22/2016	NDN International LLC	AP		224.60
157655	1/22/2016	The Office City	AP		701.72
157656	1/22/2016	OSE	AP		32.77
157657	1/22/2016	O'Reilly Auto Parts	AP		2,409.11
157658	1/22/2016	P G & E Company	AP		3,535.96
157659	1/22/2016	Provost and Pritchard Engineering, Inc.	AP		2,366.66
157660	1/22/2016	Recall Secure Destruction Services Inc	AP		471.10
157661	1/22/2016	Save Mart Supermarkets	AP		127.51
157662	1/22/2016	Sierra Chemical Co	AP		1,163.84
157663	1/22/2016	Snap On Tools	AP		245.21
157664	1/22/2016	Sorensens True Value	AP		989.69
157665	1/22/2016	Sprint Solutions, Inc.	AP		759.81
157666	1/22/2016	Deodre Schneider	AP		250.00
157667	1/22/2016	Terryberry Company LLC	AP		335.46
157668	1/22/2016	Dorothy Costa	AP		59.12

Check No	Check Date	Name	Module	Void	Amount
157669	1/22/2016	Valley Vanguard Properties Inc.	AP		17.00
157670	1/22/2016	Valley Vanguard Properties Inc.	AP		21.25
157671	1/22/2016	Valley Vanguard Properties Inc.	AP		21.25
157672	1/22/2016	Valley Vanguard Properties Inc.	AP		5.67
157673	1/22/2016	Verizon Wireless	AP		247.67
157674	1/22/2016	Walmart	AP		867.92
157675	1/22/2016	Windecker Inc	AP		630.34
157676	1/22/2016	Young's Air Conditioning	AP		905.00
157677	1/22/2016	Ascent Aviation Group, Inc.	AP		12,088.91
157678	1/22/2016	Bill Nelson General Engineering Construction, Inc.	AP		73,438.51
157679	1/22/2016	Jose Camarillo	AP		80.00
157680	1/22/2016	Eric Espindola	AP		186.00
157681	1/22/2016	Ford Motor Credit Company LLC	AP		3,689.59
157682	1/22/2016	Ford Motor Credit Company LLC	AP		1,307.85
157683	1/22/2016	Joshua Houtekamer	AP		345.00
157684	1/22/2016	JT2 Inc.	AP		7,327.45
157685	1/22/2016	Gregory J Lever	AP		150.00
157686	1/22/2016	Liebert Cassidy Whitmore	AP		4,794.50
157687	1/22/2016	O'Dell Engineering	AP		1,060.00
157688	1/22/2016	PERS - Public Employees	AP		80,323.37
157689	1/22/2016	Pinnacle Medical Group	AP		423.00

Break in check sequence due to the following:  
Check # 157487 - 157510 (Payroll)

Total Void Check Count:	0
Total Void Check Amount:	0.00
Total Valid Check Count:	179
Total Valid Check Amount:	665,847.41
Total Check Count:	179
Total Check Amount:	665,847.41



City of  
**Los Banos**  
*At the Crossroads of California*

**Agenda Staff Report**

**TO:** Mayor & City Council Members  
**FROM:** Martha Brazil, City Treasurer/Accountant *MB*  
**DATE:** February 3, 2016  
**SUBJECT:** Acceptance of the Second Quarter Investment Report for 2015/2016  
**TYPE OF REPORT:** Consent Agenda

---

**Recommendation:**

To accept the quarterly investment report as submitted.

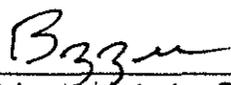
**Background:**

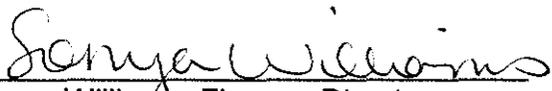
The City of Los Banos follows its investment policy to assure that it invests all surplus inactive monies in a manner which ensures a maximum return consistent with safety on such investments while maintaining the integrity of such surplus and inactive funds. A quarterly investment report provides proof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

**Fiscal Impact:**

Informational only, no fiscal impact.

**Reviewed by:**

  
\_\_\_\_\_  
Gary Brizzee, Interim City Manager

  
\_\_\_\_\_  
Sonya Williams, Finance Director

**Attachments:**

City of Los Banos Second Quarter 2015/2016 Investment Report



# City of Los Banos

*At the Crossroads of California*

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

## Investment Balances As of December 31, 2015

Type of Investment	Issuer	Maturity	Amount Invested	Annual Percentage Yield
LAIF (Local Agency Investment Fund)	State of California	Daily	\$37,207,818.	.400% effective yield
Bonds, Treasury Money Market Funds and CD's (Certificate of Deposits)	Wells Fargo Securities	Staggered 5 years	11,818,755.	0.10% - 5.40%
Investment Balance:			<b>\$49,026,573.</b>	

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

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

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
January 19, 2016

CITY OF LOS BANOS

CITY TREASURER  
520 J STREET  
LOS BANOS, CA 93635

PMIA Average Monthly Yields

**Account Number:**

Tran Type Definitions

December 2015 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	37,207,817.71
Total Withdrawal:	0.00	Ending Balance:	37,207,817.71



**JOHN CHIANG  
TREASURER  
STATE OF CALIFORNIA**



**PMIA Performance Report**

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
01/07/16	0.44	0.44	185
01/08/16	0.45	0.44	186
01/09/16	0.45	0.44	186
01/10/16	0.45	0.44	186
01/11/16	0.45	0.44	184
01/12/16	0.45	0.44	184
01/13/16	0.45	0.44	183
01/14/16	0.45	0.44	183
01/15/16	0.45	0.44	181
01/16/16	0.45	0.44	181
01/17/16	0.45	0.44	181
01/18/16	0.45	0.44	181
01/19/16	0.45	0.44	175
01/20/16	0.45	0.44	175

\*Daily yield does not reflect capital gains or losses

**LAIF Performance Report**

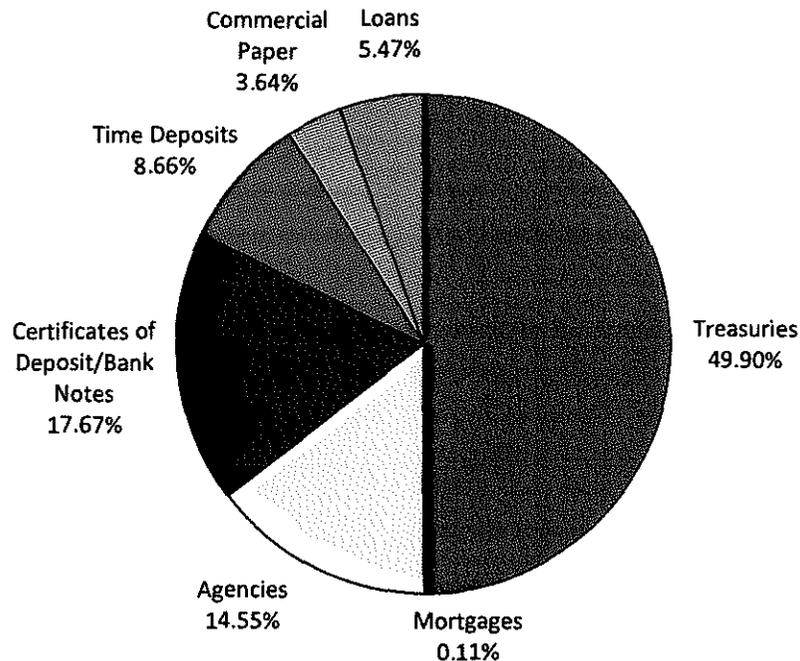
Quarter Ending 12/31/15

Apportionment Rate: 0.37%  
 Earnings Ratio: 0.00001006140492611  
 Fair Value Factor: 0.999186963  
 Daily: 0.43%  
 Quarter to Date: 0.38%  
 Average Life: 179

**PMIA Average Monthly Effective Yields**

DEC 2015 0.400%  
 NOV 2015 0.374%  
 OCT 2015 0.357%

**Pooled Money Investment Account  
Portfolio Composition  
12/31/15  
\$65.6 billion**





Wells Fargo Securities, LLC  
400 CAPITOL MALL  
7TH FLOOR  
SACRAMENTO CA 95814

JUSTIN LEWIS  
1-916-440-4135

Statement Period  
12/01/2015 - 12/31/2015

### Your Investment Account(s)

CITY OF LOS BANOS  
ATTN MARTHA BRAZIL

Account Number

### Account Value Summary USD

	Amount Last Statement Period	Amount This Statement Period	% Portfolio
Cash	\$ 0.00	\$ 0.00	0%
Money Market Mutual Funds	157,402.03	160,668.10	1%
Bonds	11,711,722.01	11,658,087.17	99%
Stocks	0.00	0.00	0%
<b>Total Account Value</b>	<b>\$ 11,869,124.04</b>	<b>\$ 11,818,755.27</b>	<b>100%</b>
<b>Value Change Since Last Statement Period</b>		<b>\$ 50,368.77</b>	
<b>Percent Decrease Since Last Statement Period</b>			<b>1%</b>
<b>Value Last Year-End</b>		<b>\$ N/A</b>	
<b>Percent Increase Since Last Year-End</b>			<b>N/A</b>

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

### Income Summary USD

	This Period	Year-To-Date
Interest	\$ 3,265.51	\$ 189,012.56
Dividends/Capital Gains	0.00	0.00
Money Market Mutual Funds Dividends	0.56	0.64
Other	0.00	0.00
<b>Income Total</b>	<b>\$ 3,266.07</b>	<b>\$ 189,013.20</b>

### Money Market Mutual Funds Summary USD

Description	Amount
<b>Opening Balance</b>	<b>\$ 157,402.03</b>
Deposits and Other Additions	3,265.51
Distributions and Other Subtractions	0.00
Income Earned	0.56
<b>Closing Balance</b>	<b>\$ 160,668.10</b>

## Important Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Mutual Funds:** The distributor of Wells Fargo Advantage Funds is affiliated with WFS. 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.

**Financial Statements:** WFS financial statements are available upon request.

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

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

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

Customer Service  
608 Second Avenue South  
Suite 1000, MAC N9303-054  
Minneapolis, MN 55402  
[wfscustomerservice@wellsfargo.com](mailto:wfscustomerservice@wellsfargo.com)

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

**Eurodollar Deposits:** Funds invested in a Eurodollar Deposit are held on deposit at the Bank's Grand Cayman Island branch, a foreign branch of the Bank. As an offshore deposit liability payable at the Bank's Grand Cayman Island branch, the deposits are subject to Grand Cayman Island laws, regulations and governmental actions regarding exchange controls, assets seizures and other restrictions. Deposits payable only outside the U.S. also have a lower priority than deposits payable at a U.S. branch in liquidation. In addition, deposits held in a foreign U.S. bank branch are not insured by the FDIC or otherwise guaranteed by the U.S. government or any of its agencies.

Statement Ending: December 31, 2015

## CITY OF LOS BANOS

Account Number:

**Portfolio Holdings** *Security positions held with Wells Fargo Securities, LLC*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
<b>Bonds USD</b>								
773709AM2	ROCKLAND TRUST CO INTEREST BEARING CERT OF DEPOSIT	03/28/16	2.050%	40,000.000	100.3367	40,134.68		
46176PAK1	INVESTORS SVGS INT BEAR CERT OF DEPOSIT	05/05/16	2.200%	100,000.000	100.5579	100,557.90		
73565NBD4	PORTAGE COUNTY BANK INT BEARING CERT OF DEPOSIT	06/15/16	1.800%	130,000.000	100.5125	130,666.25		
06279LCJ1	BANK INTERNET USA INTEREST BEARING CERT OF DEPOSIT	06/22/16	1.900%	245,000.000	100.5764	246,412.18		
344030EB3	FLUSHING SAVINGS BANK INT BEARING CERT OF DEPOSIT	06/29/16	1.900%	245,000.000	100.5933	246,453.59		
06425BBE8	BK OF THE PACIFIC INT BEAR CERT OF DEPOSIT	08/12/16	1.700%	245,000.000	100.5839	246,430.56		
133033DL1	CAMDEN NATIONAL BANK INTEREST BEARING CERT OF DEPOSIT	08/17/16	1.750%	245,000.000	100.6227	246,525.62		
52168UBN1	LEADER BANK INT BEARING CERT OF DEP	08/17/16	1.800%	245,000.000	100.6531	246,600.10		
924116AQ9	VERMILLION STATE BANK INT BEARING CERT OF DEP	08/31/16	1.500%	245,000.000	100.4861	246,190.95		
36962G2G8	GENERAL ELEC CAP CORP	02/15/17	5.400%	1,150,000.000	104.5442	1,202,258.30		N
36962G5W0	GENERAL ELEC CAP CORP	04/27/17	2.300%	1,500,000.000	101.2273	1,518,409.50		N
94974BFD7	WELLS FARGO & COMPANY	05/08/17	2.100%	300,000.000	100.9919	302,975.70		N
02006LFX6	ALLY BANK INTEREST BEARING CERT OF DEP	07/31/17	1.150%	245,000.000	99.7843	244,471.54		
29976DPY0	EVERBANK FL INTEREST BEARING CERT OF DEP	11/30/17	1.100%	125,000.000	100.4877	125,609.63		
89233P7E0	TOYOTA MOTOR CREDIT CORP	01/10/18	1.375%	500,000.000	100.2032	501,016.00		N
46625HJG6	JPMORGAN CHASE & CO	01/25/18	1.800%	985,000.000	99.8655	983,675.18		N
060624XH1	BANK BARODA NY INTEREST BEARING CERT OF DEP	03/08/18	1.250%	245,000.000	99.6297	244,092.77		
20451PDE3	COMPASS BANK INTEREST BEARING CERT OF DEPOSIT	09/04/18	1.950%	245,000.000	100.4355	246,066.98		
05568P5S2	BMW BK NORTH AMERICA INTEREST BEARING CERTIFICATE OF DEPOSIT	10/11/18	2.050%	245,000.000	100.5035	246,233.58		
36163CFS4	GE CAPITAL BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	10/11/18	1.850%	245,000.000	100.4784	246,172.08		
38147JMY5	GOLDMAN SACHS BK NY INTEREST BEARING CERTIFICATE OF DEPOSIT	10/16/18	2.050%	245,000.000	100.3293	245,806.79		

## CITY OF LOS BANOS

Account Number:

**Portfolio Holdings (Continued)** *Security positions held with Wells Fargo Securities, LLC*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
<b>Bonds USD</b>								
02587DVB1	AMERICAN EXPR CENTURION INTEREST BEARING CERT OF DEP	10/17/18	2.100%	245,000.000	100.4882	246,196.09		
17284CQY3	CIT BANK INTEREST BEARING CERT OF DEP	10/17/18	2.000%	245,000.000	100.4621	246,132.15		
319141BE6	FIRST BK HIGHLAND PK INTEREST BEARING CERTIFICATE OF DEPOSIT	04/09/19	1.900%	245,000.000	99.7254	244,327.23		Y
06740KGG6	BARCLAYS BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	04/15/19	1.900%	190,000.000	100.0417	190,079.23		
89235MGW5	TOYOTA FINANCIAL SGS BK INTEREST BEARING CERTIFICATE OF DEPOSIT	04/17/19	1.900%	245,000.000	99.7041	244,275.05		
88413QAM0	THIRD FEDERAL SAV&LOAN INTEREST BEARING CERT OF DEP	04/19/19	1.800%	245,000.000	100.0050	245,012.25		
856284Y81	ST BK INDIA NY INTEREST BEARING CERTIFICATE	07/29/19	2.050%	245,000.000	99.7514	244,390.93		
2546713D0	DISCOVER BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	07/30/19	2.000%	245,000.000	99.7141	244,299.55		
795450SC0	SALLIE MAE BK INT BEAR CERT OF DEPOSIT	07/30/19	2.050%	245,000.000	99.7484	244,383.58		
87165HCF5	SYNCHRONY BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	08/01/19	2.050%	245,000.000	99.9133	244,787.59		
02587CBK5	AMERICAN EXPRESS BK INTEREST BEARING CERT OF DEP	09/18/19	2.100%	180,000.000	99.9471	179,904.78		
14042E6A3	CAPITAL ONE NA INTEREST BEARING CERTIFICATE OF DEPOSIT	08/26/20	2.350%	245,000.000	99.9075	244,773.38		
140420UQ1	CAPITAL ONE BANK USA INTEREST BEARING CERTIFICATE OF DEPOSIT	08/26/20	2.350%	245,000.000	100.0822	245,201.39		
687377DS7	ORRSTOWN BANK INTEREST BEARING CERTIFICATE OF DEPOSIT	08/28/20	2.000%	245,000.000	99.8413	244,611.19		Y
20033AMF0	COMENITY CAPITAL BANK INTEREST BEARING CERT OF DEP	08/31/20	2.300%	245,000.000	99.8520	244,637.40		
40434AC72	HSBC BK USA NA INTEREST BEARING CERTIFICATE OF DEPOSIT	11/17/20	1.600%	250,000.000	99.3262	248,315.50		

CITY OF LOS BANOS  
Account Number:

**Portfolio Holdings (Continued)** *Security positions held with Wells Fargo Securities, LLC*

Security ID	Description	Maturity Date	Coupon	Current Par / Original Par	Market Price*	Market Value	Original Par Pledged**	Callable
<b>Bonds USD</b>								
				11,575,000.000		11,658,087.17	0.00	

\*See important information regarding security pricing on Page 2.

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

**Daily Account Activity**

Your investment transactions during this statement period.

Transaction / Trade Date	Settlement / Effective Date	Activity	Security ID	Description	Par / Quantity	Price	Principal Amount	Income Amount	Debit / Credit Amount
<b>Income / Payment Activity USD</b>									
12/01/15	12/01/15	Interest	924116AQ9	VERMILLION STATE BANK INT				302.05	302.05
12/14/15	12/14/15	Interest	06425BBE8	BK OF THE PACIFIC INT BEAR				342.33	342.33
12/15/15	12/15/15	Interest	73565NBD4	PORTAGE COUNTY BANK INT				192.33	192.33
12/15/15	12/15/15	Interest	344030EB3	FLUSHING SAVINGS BANK INT				382.60	382.60
12/17/15	12/17/15	Interest	52168UBN1	LEADER BANK INT BEARING CERT				362.47	362.47
12/17/15	12/17/15	Interest	133033DL1	CAMDEN NATIONAL BANK INTEREST				352.40	352.40
12/22/15	12/22/15	Interest	06279LCJ1	BANK INTERNET USA INTEREST				382.60	382.60
12/28/15	12/28/15	Interest	773709AM2	ROCKLAND TRUST CO INTEREST				67.40	67.40
12/28/15	12/28/15	Interest	687377DS7	ORRSTOWN BANK INTEREST BEARING				402.74	402.74
12/31/15	12/31/15	Interest	20033AMF0	COMENITY CAPITAL BANK INTEREST				478.59	478.59

**Money Market Fund Activity**

All transactions are traded at \$1.00 per share

WF Adv 100% Treas S 8

\*As of December 31, 2015

Transaction Date	Activity	Principal Amount	Dividend earned this period	7 day* simple yield	30 day* simple yield	Balance
<b>USD</b>						
			0.56	0.000%	0.000%	
<b>Beginning Balance</b>						<b>157,402.03</b>
12/01/15	Purchase	302.05				157,704.08
12/14/15	Purchase	342.33				158,046.41



CITY OF LOS BANOS

Account Number:

**Money Market Fund Activity (Continued)***All transactions are traded at \$1.00 per share*

Transaction Date	Activity	Principal Amount	Dividend Amount	Balance
12/15/15	Purchase	574.93		158,621.34
12/17/15	Purchase	714.87		159,336.21
12/22/15	Purchase	382.60		159,718.81
12/28/15	Purchase	470.14		160,188.95
12/31/15	Purchase	478.59		160,667.54
12/31/15	Dividend		0.56	160,668.10
	<b>Ending Balance</b>			<b>160,668.10</b>

**CITY OF LOS BANOS  
CITY COUNCIL MEETING MINUTES  
DECEMBER 2, 2015**

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

**HOLIDAY OPEN HOUSE (Held prior to the City Council Meeting at 6:00 PM).**

Mayor Villalta said a special thank you to City Hall employees Rosemarie Souto and Sara Orozco for the beautiful Christmas decorations in the Council Chambers.

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

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

**ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT:** Council Members Tom Faria, Deborah Lewis, Scott Silveira, Mayor Michael Villalta; Absent: Council Member Elizabeth Stonegrove

**STAFF MEMBERS PRESENT:** City Attorney Vaughn, City Clerk/Human Resources Director Mallonee, Police Commander Hedden, City Manager Carrigan, Finance Director Williams, City Treasurer/Accountant I Brazil, Fire Chief Marrison, Public Works Director/City Engineer Fachin and Information Technology Director Spalding.

**CONSIDERATION OF APPROVAL OF AGENDA:** Motion by Silveira, seconded by Faria to approve the City Council Meeting agenda as submitted. The motion carried by the affirmative action of all City Council Members present, Stonegrove absent.

**PRESENTATIONS – CERTIFICATES OF RECOGNITION TO VARIOUS LOCAL CHURCHES FOR THE OCTOBER 31, 2015 EVENTS.** Mayor Villalta presented Certificates of Recognition to the various local churches in attendance at the meeting: Bethel Community Church, St. John's Lutheran Church, New Beginnings Church, Vision Familiar Church, Valley Christian Center, also mentioning the other churches not in attendance that also received the certificates of recognition.

**PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE.** STEVE NUNES, Los Banos, spoke regarding JustServe.org which is a web-based community service and volunteerism opportunities, i.e. American Cancer Society, Roads to Recovery, Drive; GREG HOSTETLER, Los Banos, spoke regarding how he is always working

towards making the Los Banos community better, potential annexations in Los Banos, how he would like to have a little more input from City staff for ideas that that they could partner with Granville Homes to find ways to help the City move forward and create jobs; MICHELLE PARADISO, Los Banos, spoke regarding the upcoming Breakfast with Santa event being held by the City of Los Banos Parks & Recreation Department on December 5, 2015; BERTHA FARIA, Los Banos Chamber of Commerce, spoke regarding upcoming events: Espana's Craft Faire, Evening of Shopping Downtown, Downtown Christmas Parade and lighting of the community Christmas tree, City's Breakfast with Santa, Los Banos Arts Council Annual Makers Market, noting that all these events are on the Los Banos Chamber of Commerce calendar on their website; JIM VALENTINE, Los Banos resident, invited all to attend the Christmas Eve Dinner on December 24, 2015 from 11 AM – 2 PM being held at the Los Banos Fire Station No. 1, thanked Fire Chief Marrison for co-sponsoring the event, and invited volunteers to the event also, wished a Merry Christmas to all; ERIK LIMON, Los Banos, Republic Services, stated that garbage services will be a day behind for Christmas Day, December 25 and thanked the Police Officers/Department for all they do and the great job they do protecting the community, he spoke regarding the Rotary Empty Bowls event which was a great event with a great turnout, wished all happy holidays; STEVE HAMMOND, Bethel Community Church, spoke regarding the December 13, 2015 Concert at the Church with special guests, Bellamy Boys, and thanked the Rotary for their Empty Bowls Fundraiser. No one else came forward to speak and the public forum was closed.

**CONSIDERATION OF APPROVAL OF CONSENT AGENDA.** Motion by Lewis, seconded by Silveira to approve the consent agenda as submitted: Check Register for #156620 – 446832 **156832** in the Amount of \$839,055.20; Minutes for the October 7, 2015 City Council Meeting; Minutes for the November 4, 2015 City Council Meeting; Minutes for the November 18, 2015 City Council Meeting; Development Impact Fees Report for Fiscal Years 2011-2013 (AB 1600); City Council Resolution No. 5712 – Accepting Public Improvements for Villages III Phase I at Stonecreek and Villages III Phase 2 at Stonecreek; City Council Resolution No. 5713 – Authorizing the Use of the National Joint Powers Alliance (NJPA) Procurement Contract with Miracle Recreation Equipment Company for the Purchase and Installation of Playground Equipment for Ranchwood Park. The motion carried by the affirmative action of all City Council Member present, Stonegrove absent.

**PUBLIC HEARING – TO RECEIVE PUBLIC COMMENT AND CONSIDERATION OF ANNEXATION #2014-01, PRE-ZONE #2014-02, PRE-ANNEXATION DEVELOPMENT AGREEMENT, AND ASSOCIATED MITIGATED NEGATIVE DECLARATION (SCH #2015061056) FOR PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION OF APPROXIMATELY 106 ACRES ON UNINCORPORATED LANDS LYING NORTH OF PIONEER ROAD, WEST OF MERCY SPRINGS ROAD (SR 165) AND EAST OF ELEVENTH STREET, APNS 026-290-001, 002, 003, 004, 005, 083-120-012, 013, 014, 015, 016, 017, 018, 019, 020, 021, 022, 023, 024, AND 028; (CONTINUED FROM OCTOBER 21, 2015 CITY COUNCIL MEETING); CITY COUNCIL RESOLUTION NO. 5704 – APPROVING MITIGATED NEGATIVE DECLARATION (SCH #2015061056) AND ASSOCIATED MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PRESIDENTIAL ESTATES EAST AREA**

PLAN AND ANNEXATION #2014-01 AND PRE-ZONE #2014-02; ORDINANCE NO. 1139 – AMENDING THE ZONING MAP TO PRE-ZONE APPROXIMATELY 106 ACRES LOCATED NORTH OF PIONEER ROAD AND WEST OF MERCY SPRINGS ROAD (SR 165), MERCED COUNTY, CALIFORNIA FROM COUNTY SINGLE FAMILY RESIDENTIAL (R-1) TO PROFESSIONAL OFFICE (P-O), NEIGHBORHOOD COMMERCIAL (C-N), PLANNED DEVELOPMENT (P-D), AND UNCLASSIFIED (U), TO BE ANNEXED INTO THE CITY OF LOS BANOS (FIRST READING & INTRODUCTION); ORDINANCE NO. 1140 – APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH STONEFIELD COMMUNITIES, INC. FOR THE PROJECT COMMONLY KNOWN AS THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION (FIRST READING & INTRODUCTION); ORDINANCE NO. 1141 – APPROVING A PRE-ANNEXATION DEVELOPMENT AGREEMENT FOR THE MANUAL M. CARDOZA PROPERTY FOR THE PROJECT COMMONLY KNOWN AS THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION (FIRST READING & INTRODUCTION); CITY COUNCIL RESOLUTION NO. 5705 – REQUESTING THE ANNEXATION AND PRE-ZONE OF APPROXIMATELY 106 ACRES FOR THE PRESIDENTIAL ESTATES EAST AREA PLAN AND ANNEXATION, PROPERTY LOCATED NORTH OF PIONEER ROAD, AND WEST OF MERCY SPRINGS ROAD (SR 165), MERCED COUNTY, CALIFORNIA. City Attorney Vaughn left the meeting at 7:30 PM because of a conflict of interest, because he owns property in the area being considered.

Senior Planner Elms presented the staff report. Jeff Roberts, Granville Homes in Fresno, stated that staff is requesting a continuance of the items above and spoke to the new CEQA law that passed regarding native tribes which needs to be included in the environmental documents, which will take a few months. Council Member Lewis thanked Mr. Roberts for working so diligently with the Cardoza family and is glad to hear about the changes being made for the proposed project. Council Member Silviera thanked Mr. Roberts for taking the advice of the City Council and addressing some of our concerns and he feels that this will make the project an even better one, one that the whole City Council can support and get behind.

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

Motion by Silviera, seconded by Lewis to continue these items to a date uncertain. The motion carried by the affirmative action of all City Council Member present, Stonegrove absent.

City Attorney Vaughn returned to the Council Chambers and his seat at the dais (7:42 PM).

APPOINTMENT OF COMMISSION MEMBERS FOR THE FOLLOWING: LOS BANOS AIRPORT ADVISORY COMMISSION – TWO (2) VACANCIES, TWO (2) YEAR TERMS EXPIRING DECEMBER 31, 2017; LOS BANOS PLANNING COMMISSION – THREE (3) VACANCIES, TWO (2) YEAR TERMS EXPIRING DECEMBER 31, 2017; LOS BANOS TREE COMMISSION – THREE (3) VACANCIES, TWO (2) YEAR TERMS EXPIRING DECEMBER 31, 2017. Motion by Villalta,

seconded by Lewis to appoint Jim Renshaw and Dennis Reed to the Los Banos Airport Advisory Commission. The motion carried by the affirmative action of all City Council Member present, Stonegrove absent.

Motion by Villalta, seconded by Silveira to appoint John Cates, Refugio Llamas, Erik Limon to the Los Banos Planning Commission. The motion carried by the affirmative action of all City Council Member present, Stonegrove absent.

Motion by Villalta, seconded by Faria to appoint Colleen Menefee, John Spevak, Rebecca Tietjen. The motion carried by the affirmative action of all City Council Member present, Stonegrove absent.

**COUNCIL MEMBER AGENDA REQUESTS. (TO SEE IF THERE IS A MAJORITY CONSENSUS TO HAVE STAFF EXPEND TIME ON THE ISSUE AND TO HEAR IT AT A FUTURE MEETING.) REQUEST FROM MAYOR VILLALTA – TO SEE IF THE CITY CAN PROVIDE CITY SPONSORED GRANTS TO COMMUNITY ORGANIZATIONS FOR PUBLIC EVENTS. (CONTINUED FROM NOVEMBER 4, 2015 CITY COUNCIL MEETING)** Mayor Villalta stated that the City Council has not had a goal setting meeting lately, how they need to figure out how much is enough in the City's financial reserve account, and staff will go over all of this at the midyear budget review, for which is why he is pulling this agenda item until they all have an understanding.

**CANCELLATION OF THE REGULAR CITY COUNCIL MEETING SCHEDULED FOR WEDNESDAY, DECEMBER 16, 2015 DUE TO THE HOLIDAY SEASON.** Motion by Faria, seconded by Silveira to cancel the Regular City Council Meeting of December 16, 2015. The motion carried by the affirmative action of all City Council Member present, Stonegrove absent.

**ADVISEMENT OF PUBLIC NOTICES (Four Reports).** Senior Planner Elms stated that there will be four public hearings at the December 9, 2015 Planning Commission Meeting: Consider and make a recommendation to the Los Banos City Council to adopt a proposed ordinance imposing an express ban on marijuana cultivation, marijuana processing, marijuana delivery, and marijuana dispensaries in the City of Los Banos; Consider a Conditional Use Permit and site plan review for the development of a 1,94 square foot telecommunication headend facility for Comcast located in the Professional Office zoning district at 604 Texas Avenue; Consider a Conditional Use Permit to allow the use of a Type 86 Alcohol License for the instructional tasting of alcoholic beverages onsite at the Wal-Mart Store located at 1575 W. Pacheco Boulevard; Consider a Conditional Use Permit to allow the use of a Type 40 Alcohol License for the on-sale of beer in conjunction with the availability of snacks at the Aqua Entertainment Center located at 923 W. Pacheco Boulevard.

**CITY MANAGER REPORT.** City Manager Carrigan welcomed Senior Planner Elms back, thanked Tammy Smith for bringing the wreath for the memorial out front of City Hall, congratulated to Sergeant Ceja for being selected Employee of the Year, and noted that he often gets comments that there really isn't much to do in Los Banos but

after hearing tonight during the public forum of all the events going on he would say there is a lot to do in Los Banos.

**CITY COUNCIL MEMBER REPORTS.**

**DEBORAH LEWIS:**

**SCOTT SILVEIRA:** Welcomed Senior Planner Elms back and congratulated her on her new baby, congratulations to Sergeant Ceja on being named Employee of the Year, reminded all about the Christmas Eve Kiwanis Dinner, Breakfast with Santa on December 5, 2015, the Christmas Parade on December 4, 2015 and wished all a safe and Merry Christmas and a happy New Year.

**ELIZABETH STONEGROVE:** Absent

**TOM FARIA:** Inquired as to if we could do an Educational Program for Code Enforcement like we did for Water Reduction to let people know what is and isn't allowed in accordance with the Los Banos Municipal Code, there is lots to do in Los Banos during the Holiday Season with all the events being talked about going on, noting that the High School choir performing at the Arts Council, Bethel Gospel Trio Belamy Boys, JustServe volunteerism website, thanks to all and have a wonder holiday season, new years, have a wonderful time.

**COUNCIL MEMBER LEWIS:** Welcomed Senior Planner Elms back, congratulated Sergeant Ceja for being Employee of the Year and the great job that he does, congratulated all the new appointees to the various commissions, wished all a very merry Christmas and a happy New Year, thank you to the viewing audience, those in attendance, and the beautiful Open House tonight.

**MAYOR VILLALTA:** thanked Lucy Mallonee, Jana Sousa and Jennifer Matthews for preparing the Open House tonight and to Sergeant Ceja for being named Employee of the Year, spoke to the Downtown Shopping event on December 3, 2015 and would like to recognize them also, wished all a very Merry Christmas and happy New Year, how there are a lot of things to do in Los Banos, there is a Community Calendar on the Los Banos Chamber of Commerce website, he's happy to hear about the JustServe.org website, wished all a very merry Christmas again and a safe Christmas and a safe new years.

**ADJOURNMENT.** The meeting at the hour of 8:05 PM.

APPROVED:

\_\_\_\_\_  
Michael Villalta, Mayor

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk

**CITY OF LOS BANOS**  
**SPECIAL CITY COUNCIL MEETING MINUTES**  
**JANUARY 14, 2016**

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

**CALL TO ORDER:** Mayor Pro Tem Faria called the City Council Meeting to order at the hour of 5:06 P.M.

**PLEDGE OF ALLEGIANCE:** The pledge of allegiance was led by Police Commander Reyna.

**ROLL CALL – MEMBERS OF THE CITY COUNCIL PRESENT:** Council Members Tom Faria, Deborah Lewis, Scott Silveira, Elizabeth Stonegrove, Mayor Michael Villalta (5:07 PM); Absent: None.

**STAFF MEMBERS PRESENT:** City Clerk/Human Resources Director Mallonee, City Attorney Vaughn, Fire Chief Marrison, Senior Planner Elms, Police Commander Reyna, Information Technology Director Spalding, Police Commander Reyna.

**CONSIDERATION OF APPROVAL OF AGENDA:** Motion by Stonegrove, seconded by Lewis to approve the agenda as submitted. The motion carried by the affirmative action of all City Council Members present.

**PUBLIC FORUM: MEMBERS OF THE PUBLIC MAY ADDRESS THE CITY COUNCIL MEMBERS ON ANY ITEM OF PUBLIC INTEREST THAT IS WITHIN THE JURISDICTION OF THE CITY; INCLUDES AGENDA AND NON-AGENDA ITEMS. NO ACTION WILL BE TAKEN ON NON-AGENDA ITEMS. SPEAKERS ARE LIMITED TO A FIVE (5) MINUTE PRESENTATION. DETAILED GUIDELINES ARE POSTED ON THE COUNCIL CHAMBER INFORMATIONAL TABLE.** Mayor Pro Tem Faria opened the public forum. No one came forward to speak and the public forum was closed.

**CLOSED SESSION – PUBLIC EMPLOYEE EMPLOYMENT – INTERIM CITY MANAGER, PURSUANT TO GOVERNMENT CODE SECTION 54957.** Mayor Villalta stated that the City Council voted 4-1 (AYES: Faria, Lewis, Stonegrove, Villalta; NOES: Silveira) for Gary Brizzee to be Interim City Manager subject to entering into an agreement with the City of Los Banos as Interim City Manager, with the authority of the Mayor to sign such an agreement.

**ADJOURNMENT.** The meeting was adjourned at 8:41 PM.

APPROVED:

\_\_\_\_\_  
Michael Villalta, Mayor

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk



City of  
**Los Banos**  
*At the Crossroads of California*

**Agenda Staff Report**

**TO:** Mayor Villalta and Council Members  
**FROM:** Sonya Williams, Finance Director  
**DATE:** February 3, 2016  
**SUBJECT:** Award the Request for Proposal (RFP) for Banking Services  
**TYPE OF REPORT:** Consent Agenda

---

**Recommendation:**

To accept the proposal from Westamerica Bank for banking services for a five (5) year period, beginning February 2016 with an optional five (5) year extension and authorize the City Manager to sign a professional service agreement for banking services.

**Background:**

On October 6, 2015 staff was notified that Bank of America will no longer provide banking services to the City of Los Banos. It was explained to staff that the constantly changing government regulations were more than the bank was willing to sustain. Therefore rather than meet the regulatory changes, the bank decided to instead terminate all treasury services provided to the City. Our termination date is April 6, 2016.

**Discussion:**

Staff issued a request for proposal (RFP) on December 4, 2015 asking for qualified banks to provide Banking Services for its bank accounts, related depository, and cash management services.

Prospective banks responding to the RFP had to be qualified public depositories (a state or national bank located in this state, as defined by Section 53635.2 of the California Government Code) to provide a variety of commercial banking services. Furthermore, banks had to be a member of the Federal Reserve System, a federally or State of California chartered financial institution; and in good standing among other comparable banks. Accordingly, the Finance Department sent the RFP to all local banks with the exception of Bank of America for the reasons stated above.

The scope of the RFP included two general services including General Banking Services and Merchant Card Processing Services.

The City received one response from Westamerica Bank. The Finance Department staff reviewed the response and invited Westamerica Bank to review their proposal on January 19, 2016. After reviewing the proposal and meeting with Westamerica representatives, staff recommends the approval of a new banking relationship with Westamerica Bank. If approved, the services are scheduled to begin implementation immediately to meet the termination date provided by Bank of America.

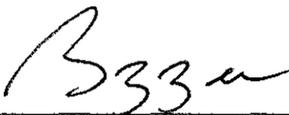
Westamerica Bank is a regional community bank providing commercial financing for more than 80 branches throughout California. They are one of the most stable community banks in the nation, and the seventh largest bank headquartered in California. Westamerica Bank is a qualified depository for public funds and is in compliance with the California Government Code. The bank currently has 295 public agencies as clients.

The Professional Services Agreement has been included with the staff report for your review, it has been reviewed and approved by the City Attorney.

**Fiscal Impact:**

The cost associated with banking services have been included in the proposal provide by Westamerica Bank. The cost is comparable to the current fees paid by the City. Additionally, Westamerica Bank is willing to guarantee the proposed pricing for a period of three years.

**Reviewed by:**



---

Gary Brizze, Interim City Manager

**Attachments:**

- Resolution
- Request for Proposal for Banking Services
- Response to RFP for Banking Services from Westamerica Bank
- Professional Service Agreement for Banking Services

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT FOR BANKING SERVICES**

WHEREAS, the City solicited Request for Proposals for banking services, in accordance with the provisions of the Los Banos Municipal Code, for five years beginning in February 4, 2016 with a City option to extend the term of the agreement for up to five additional years; and

WHEREAS, the City received a proposal from Westamerica Bank and has reviewed the previous experience and evaluated the expertise of the bank, and desires to retain Westamerica to render banking services; and

WHEREAS, Westamerica will perform the work outlined in the Scope of Services included as a part of the Professional Services Agreement; and

WHEREAS, the Professional Services Agreement has been reviewed and approved by the City Attorney.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Los Banos does hereby approve the above mentioned Agreement and authorizes the City Manager to execute said Agreement, in the form presented herewith.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3<sup>rd</sup> day of February 2016 by Council Member \_\_\_\_\_ who moved its adoption, which motion was duly seconded by Council Member \_\_\_\_\_ and the Resolution adopted by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

\_\_\_\_\_  
Michael Villalta, Mayor

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk



*City of*  
**Los Banos**  
*At the Crossroads of California*

**REQUEST FOR PROPOSALS**

**Banking Services**

Proposal Mailing Date

December 4, 2015

Proposal Submittal Deadline

January 4, 2016

Contact Person:  
Sonya Williams  
Finance Director  
City of Los Banos  
520 J Street  
Los Banos, CA 93635  
(209) 827-7000  
[sonya.williams@losbanos.org](mailto:sonya.williams@losbanos.org)

## **REQUEST FOR PROPOSALS**

### **Banking Services**

**NOTICE IS HEREBY GIVEN** that the City of Los Banos (“City”) is issuing this Request for Proposal (“RFP”) for **Banking Services**.

Proposers are solely responsible for ensuring proposals are received by the City on or before the submittal deadline. Proposals must be received no later than **5:00 p.m., on January 4, 2016**, at the following address:

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

An original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and three (3) duplicates are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package.**

Failure to comply with the requirements set forth in this RFP may result in disqualification. Proposals and/or modifications received subsequent to the hour and date specified above will not be considered. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed or withdrawn after the submittal deadline. No handwritten notations or corrections will be allowed. The responding Proposer is solely responsible for all costs related to the preparation of the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the bank who, in the City’s sole discretion, is best able to perform the required services in a manner most beneficial to the City.

Please submit all inquiries to [sonya.williams@losbanos.org](mailto:sonya.williams@losbanos.org).

# City of Los Banos

## RFP for Professional Banking Services

---

I.	INTRODUCTION .....	5
A.	General Information.....	5
B.	RFP Tentative Timeline.....	6
C.	Background Information.....	6
D.	Current Banking Structure.....	6
E.	Term of Engagement.....	6
II.	NATURE OF SERVICES REQUIRED .....	7
A.	General Requirement .....	7
B.	Deposit Services.....	7
C.	Disbursement Services.....	8
D.	Electronic Transfer of Funds .....	8
E.	Reporting.....	8
F.	Merchant Services.....	9
G.	Bank Balances.....	9
H.	Other .....	9
III.	PROPOSAL REQUIREMENTS .....	10
A.	Submission of Proposal.....	10
B.	Proposal.....	10
1.	Title Page.....	10
2.	Table of Contents.....	10
3.	Transmittal Letter .....	10
4.	Detailed Proposal.....	10
5.	Personnel .....	11
6.	References .....	11
7.	Collateralization of Deposits .....	11
8.	Deposit Processing .....	11
9.	Returned Item Processing.....	12
10.	Positive Pay .....	12
11.	Stop Payments .....	12
12.	Wires and ACH Processing.....	12
13.	Merchant Card Services.....	12
14.	Implementation Plan and Costs.....	13
15.	Statements, Reconciliations, and Reporting.....	13
16.	Earnings Credit Rates .....	13

**City of Los Banos**

RFP for Professional Banking Services

---

17. Account Analysis Statement..... 13

18. Overdrafts ..... 14

19. Pricing and Account Analysis ..... 14

C. Sealed Total Cost Proposal ..... 14

IV. EVALUATION PROCEDURES..... 14

A. Evaluation Committee ..... 14

B. Review of Proposal ..... 14

C. Evaluation Criteria ..... 14

V. PROPOSAL REQUIREMENT ..... 15

A. Contract and Insurance Requirements. .... 15

B. Reservations ..... 16

C. Public Records. .... 16

D. Right to Cancel and Amend. .... 16

E. Proposer’s Questions. .... 16

F. Additional Information. .... 16

G. Conflict of Interest. .... 16

H. Release of Public Information. .... 17

I. Non-Assignment. .... 17

J. Collusion..... 17

K. Debarment..... 17

L. Equal Employment Opportunity Compliance..... 17

M. Right to Audit. .... 17

VI. ATTACHMENT A – Cost Proposal Form ..... 18

**I. INTRODUCTION**

**A. General Information**

The City of Los Banos is requesting proposals from qualified banks (Proposer) interested in providing comprehensive banking services and related financial services. Currently, the City's general banking and point of sale merchant services are provided by Bank of America. The City's primary objective is to evaluate the current market environment for banking services, and establish a new contract with a financially secure bank that best meets the needs of the City and offers the highest quality of service at the lowest overall cost. The City wishes to create and continue efficiencies, make improvements where possible, and take advantage of new technologies.

The City encourages Proposers to submit the most competitive proposal possible, offering the highest quality service and enhancements to improve our current management of cash flow at a competitive price. While much of the information provided in this RFP is based upon current services, it is the City's desire to maximize the use of automated and electronic technology services to improve our banking, cash management, and customer services capabilities without sacrificing internal controls especially in the areas of account reconciliation, direct deposit, positive pay, ACH and other electronic transactions. Of equal consideration is a responsive service-oriented relationship with the selected Proposer.

There is no expressed or implied obligation for the City of Los Banos to reimburse responding banks for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, the original signed proposal and three (3) duplicates of the proposal are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package. Proposals must be submitted to Lucille L. Mallonee, City Clerk, 520 J Street, Los Banos, CA 93635, by **5:00 p.m. on January 4, 2016**. Proposals submitted by facsimile or email are not acceptable and will not be considered. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City of Los Banos reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Los Banos, banks submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the bank of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Los Banos and the bank selected.

It is anticipated the selection of a bank will be completed by January . Following the notification of the selected bank, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **February 3, 2016** meeting. The City reserves the right to reject any or all proposals,

# ***City of Los Banos***

## **RFP for Professional Banking Services**

---

to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

### **B. RFP Tentative Timeline**

The following schedule details key dates and times related to this RFP. The City reserves the right to revise the schedule.

#### **Tentative Timeline:**

Issuance of RFP	December 4, 2015
Deadline for submission of questions	December 18, 2015
Estimated City response to questions	December 23, 2015
Proposal submission	January 4, 2016, 5:00 p.m.
Proposal review completed	January 22, 2016
City Council award of bid	February 3, 2016
Implementation completion	March 31, 2016

### **C. Background Information**

The City of Los Banos is a general law city operating under the council-manager form of government. The City is located in the west portion of Merced County, servicing an area of 8.5 square miles with a population of 37,145. The City's fiscal year begins on July 1 and ends on June 30.

The City is organized into departments that provide a full range of municipal services, including police, fire, public works, community and economic development, and administration. The City's 2015-16 adopted General Fund budget is \$12.4 million, and the total City budget is \$40.8 million.

### **D. Current Banking Structure**

The City currently has one primary Operating Account and one account for Neighborhood Stabilization Program (NSP) Escrow.

Primary Operating Account – Deposit activity includes all cash and credit card deposits, ACH transactions, wires and LAIF transfers. All disbursements including payroll are processed through this account.

NSP Escrow Account – Used exclusively to hold/pay property taxes and insurance for ten NSP mortgage account holders.

### **E. Term of Engagement**

The City intends to award a five (5) year contract with five (5) one-year renewal options, subject to annual review and recommendation of the Finance Director, satisfactory negotiation of terms (including a price acceptable to both the City and the selected bank), concurrence of the City Council and annual availability of an appropriation.

**II. NATURE OF SERVICES REQUIRED**

**A. General Requirement**

The City would prefer that the bank have a local branch network in order to meet the organization’s cash management needs. If the bank does not have a physical branch in the City of Los Banos please specify in detail throughout the RFP response how services that might normally be handled in-branch would be accommodated.

Requirements include:

1. The bank must be a Federal or State of California chartered commercial banking institution.
2. The bank must be a qualified depository for public funds pursuant to the applicable State of California codes. All balances must be fully collateralized through the pool collateral system required under the State of California.
3. The bank will provide full account reconciliation, positive pay, electronic fraud protection, electronic deposits and disbursements, online wire entry, and online stop payment placement.
4. The bank must provide cleared accounts payable/payroll checks file which can be imported into an excel file.
5. The bank must fulfill orders for currency and coin.
6. The bank must provide online reporting which includes a detailed report of prior day transactions.
7. The bank must provide key measure of the bank’s financial strength, including ratings from nationally recognized rating service(s) and banking rating service(s). Include one copy of the bank’s most recent audited financial statement and one copy of the bank’s rating from a nationally recognized rating service.
8. The bank must provide the bank’s current level of public funds deposited and related collateral market value.
9. The bank must be a member of the Federal Reserve System and have access to all services.
10. The bank must be a member of the Federal Deposit Insurance Corporation (FDIC).

**B. Deposit Services**

The City collects approximately 4,500 checks per month (54,000 checks per year), and approximately \$237,000 in currency and coin per month.

All monies collected within the City are routed through the City’s Finance Department. The Finance Department is responsible for processing and preparing the deposits to the bank. All checks are processed, on a daily basis, using a Digital Check Teller Scan TS230. Cash, coin and occasional check deposits are remitted to the bank via armored transport in secured deposit bags. The armored carrier picks up the deposits daily (Monday through Friday).

Required services include:

1. The ability to accept remote deposits.
2. Process the deposits of cash, and checks at vault locations, and at the local bank branch if necessary.

## ***City of Los Banos***

### **RFP for Professional Banking Services**

---

3. Image deposited items.
4. Provide online access for deposit reconciliation including images of deposited items, corrections and returned items.
5. Provide online and email notification of deposit issues within 24 hours.

#### **C. Disbursement Services**

The City issues a total of approximately 550 checks per month through the main operating account. Approximately 30 checks per year are processed using the NSP account. Positive pay services and check reconciliation services are used. Accounts Payable positive pay data is transmitted to the bank weekly. Payroll positive pay is transmitted semi-monthly.

Payroll is processed semi-monthly. Approximately 160 employees receive direct deposit of their pay. However, approximately 20 employees still receive checks.

Required services include:

1. Provide positive pay services with online transmission of check details.
2. Provide positive pay exception item review and correction online.
3. Provide online stop payment services.
4. Provide an electronic file of paid/cleared images (front and back), in addition to any alternative electronic archival stem used by the bank.
5. Provide online access to cashed check images.
6. Cash payroll checks at no charge to the employee.
7. Specify payroll transmission deadlines.
8. Specify the method of reversal of automatic direct deposit errors.

#### **D. Electronic Transfer of Funds**

The City processes approximately 60 ACH Credits and 10 ACH Debits each month. A small number of wire transfers are also received or executed annually. In addition, the City utilizes ACH debit blocking and filtering.

Required services include:

1. Accept and send ACH Transactions
2. Accept ACH payments from third parties.
3. Provide ACH debit blocking services.
4. Provide a secure electronic method with dual authorization for wiring funds.
5. The bank must be able to process LAIF transactions.

#### **E. Reporting**

The City requires access to daily balances and transactions reporting information. The City requires access to prior day reporting including ledger balance, available balance, and summary and details of credits and debits posted. Current day reporting requirements include, but are not limited to, details of electronic debits and credits, wire transfer activity, controlled disbursements, and ACH activity.

Required services include:

1. Provide online balance reporting services.
2. Allow approximately six employees with different levels of authorization to access the bank's online reporting system.
3. Provide account reconciliation services for disbursements (full, partial or positive pay, depending on account).
4. Provide monthly activity statements and reports for all accounts by the 10<sup>th</sup> day of the following month.
5. Provide a detailed monthly account analysis statement for each individual account and a consolidated statement showing charges for all account services.
6. Provide the City with a monthly CD of all cancelled checks or specify the method of check image availability.

**F. Merchant Services**

The City currently accepts credit card payments, in person for utility services. The City's monthly credit card receipts are approximately \$85,000.

Required services include:

1. Provide three credit card terminals to process at minimum MasterCard and Visa payments in house.
2. Provide pricing information for acquiring all necessary equipment.
3. Provide pricing information for processing payments.

**G. Bank Balances**

During the past year, the City maintained an average collected balance of \$2.5 million. Balances are currently used to offset service fees and bank charges.

Required services include:

1. Detail all types of items and services that can be applied against account analysis.
2. Total account will be interest bearing and must be 110% collateralized at all times pursuant to all applicable sections of the California Government Code.
3. Describe any overnight sweep account options offered by the bank.

**H. Other**

Describe any enhancements, technological or otherwise, that the City should consider to improve operational or cash management efficiencies.

**III. PROPOSAL REQUIREMENTS**

**A. Submission of Proposal**

The following material is required to be received by 5:00 p.m. on January 4, 2016, for a bank to be considered. Telephone, electronic, faxed, or late delivered proposals will not be accepted. It is the proposer's responsibility to see that their proposals are sent in sufficient time to be received by the submittal deadline. Proposer assumes the burden of delivery.

Submittal must include the number of proposals per the directions outlined below. All documents contained in the submittal must have original signatures and must be signed by a person which is authorized to bind the proposer.

An original copy must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or email are not acceptable and will not be considered. **The original signed proposal and three (3) duplicates are to be submitted in sealed packages with the name of the Proposer and RFP title clearly marked on the outside of the package.** The cost proposal should be included with the Proposal in a separate sealed envelope. Proposals must be received at the following address:

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

**B. Proposal**

**1. Title Page**

A title page showing the request for proposal's subject, the company's name, address, and telephone number of the contact person and the date of the proposal.

**2. Table of Contents**

The table of contents should reflect the format of the RFP.

**3. Transmittal Letter**

The letter should describe the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement as to why the bank believes itself to be best qualified to perform the services and a statement that the proposal is a firm and irrevocable offer for a minimum of forty five (45) days. The letter must be signed by the individual(s) authorized to negotiate with the City and sign contracts on the proposer's behalf.

**4. Detailed Proposal**

(a) Provide a general overview and brief history of your organization, including customer service philosophy, parent and/or subsidiary companies, and the number of employees.

- (b) Provide the address of the primary office and/or branch location that will service the account and where the City will conduct its banking business.
- (c) Describe the bank's direct experience in providing similar services for other governmental agencies, specifically local government agencies located in California. Please include the number of public agency the bank has as clients, and the bank's knowledge of and adherence to the California Government Code.
- (d) Provide the bank's current credit ratings by Standard & Poor's Rating Services and Moody's Investor Services. If the Proposer is not rated by these rating organizations, provide other evidence of the institution's financial strength.
- (e) Discuss the bank's current capital structure, adequacy, and coverage. If applicable, provide the bank's risk-based capital classification.
- (f) Include an electronic copy of the most recent audited annual financial statement and the latest 10-k report with the proposal.

**5. Personnel**

- (a) Provide the name, title, address, phone number, fax number and email address of the primary contact person(s) assigned to this account.
- (b) Describe your bank's policy on changing the primary contact person on an account.
- (c) Name the individuals who will work with the City on a day-to-day basis. Identify what each person's roles and responsibilities will be and their relevant experience, including the number of years with the proposer's bank.

**6. References**

Please provide at least five (5) references that are of similar size and scope of service utilization as the City's, preferably local government agencies located in California.

**7. Collateralization of Deposits**

- (a) Confirm that the bank is a qualified depository for public funds pursuant to California Government code Section 53648, and please detail the bank's procedures for collateralizing the deposits of public funds.
  - (i) What types of securities are used as collateral?
  - (ii) Which department is responsible for tracking deposits and monitoring collateral?
  - (iii) What is the bank's current level (dollar amount) of public funds deposits and related collateral?
  - (iv) What is the frequency of reporting to the State Treasurer's Office?

**8. Deposit Processing**

- (a) For deposits collected and transported by armored car, what bank location do you propose for the City's armored car to deposit funds for processing?
- (b) What is the cutoff time for remote deposits/vault deposits to ensure same day credit?
- (c) How does the bank handle discrepancies in deposits?
- (d) If the bank corrects a deposit, how will the City be notified?
- (e) Please describe the bank's change order procedures.

# ***City of Los Banos***

## **RFP for Professional Banking Services**

---

- (f) Describe the bank's ability to process checks via check scanner, including changes to software or hardware, and identify all additional costs.

### **9. Returned Item Processing**

- (a) Please describe the bank's returned item handling procedures and notification options.
- (b) Can returned items be automatically redeposited? If so, how many times?
- (c) Can the bank provide online access to electronic images (front and back) of returned items to the city? How soon after the item is returned are the images available?

### **10. Positive Pay**

- (a) Describe any specified transmission methods required by the bank?
- (b) What is the deadline for the transmission of check data or issuance information to the bank?
- (c) How frequently can transmission files be uploaded to the bank for the issuance of additional checks and/or recently voided items? Is there a limit to the number of files per day?
- (d) Does the bank offer the ability to manually enter single check disbursements used during the day?
- (e) How will the City be notified of exceptions or rejected items? What is the procedure and timeline for paying or returning exception items?
- (f) Does the bank provide online check imaging so that the City can review exception items electronically?

### **11. Stop Payments**

- (a) Can stop payments be placed online?
- (b) How long will the stop payment remain in effect?
- (c) Can stop payments be automatically renewed? If so, for how long?
- (d) What is the fee for each stop payment and renewal?

### **12. Wires and ACH Processing**

- (a) Describe the bank's online transfer capabilities including the ability to create and store repetitive wire templates and to create future dated wires.
- (b) What is the cut off time for same day wire transfers?
- (c) What ACH file transmission options are available?
- (d) Can two separate ACH files be transferred on the same day?
- (e) What are the transmission deadlines for ACH files?
- (f) Can ACH payments be initiated online?
- (g) Describe the bank's security system in general and how it will guard against unauthorized ACH debits to the City's account, describe how the transactions would be resolved.

### **13. Merchant Card Services**

The City currently accepts credit card payment at the front counter, utilizing three separate terminals for payment of utility services.

- (a) Please provide a detailed description of the entire merchant card process within your institution. Is the program housed through a third party vendor? If so, please explain.

- (b) Provide a detailed rate and fee structure with breakdown of all fees, including bank and association charges.
- (c) What type of online reporting services do you provide?
- (d) Discuss clearing time between deposit and posting to the City's main checking account.
- (e) Discuss security features, including account number encryption and purging policies.
- (f) Describe Payment Card Industry (PCI) data security standard compliance and liability.
- (g) Discuss your chargeback policy.

**14. Implementation Plan and Costs**

The City requires a smooth and low cost transition to a new bank.

- (a) Please describe the bank's plan to implement the proposed services and to ensure a smooth, error free conversion.
- (b) Please detail all costs associated with the conversion of all the new services.
- (c) Indicate the bank's plan for educating and training City employees in the use of your bank's systems. Will the bank provide on-site training for City personnel for all of the services required?

**15. Statements, Reconciliations, and Reporting**

- (a) How soon after the cutoff date will statements be ready?
- (b) What type of indexing capabilities are available to locate checks from prior months?
- (c) Are electronic images stored on the bank's online reporting system and for how long? If so, how does the bank charge for these services?
- (d) Please describe the bank's online information reporting system and the types of reports that are available.
- (e) Are there any limits on the number of City users that can access the bank's online website and levels of authorization?
- (f) What current day information is available through the reporting system?
- (g) Can electronic reports be custom tailored for the end user? Is there an additional charge?
- (h) How many business days of balance history are stored on the reporting system for previous day and current day reporting?

**16. Earnings Credit Rates**

- (a) Does the City have the option of compensating the bank on either a fee or balance basis? If so, what is the difference in price?
- (b) How is your bank's earnings credit determined, adjusted, and applied?
- (c) Can excess earnings credit be carried over to a subsequent billing period? If so, how many periods?

**17. Account Analysis Statement**

- (a) Please provide a sample analysis statement. How soon after the month end is the analysis statement mailed or readily available online?
- (b) Will the bank pass on the FDIC charges to the City? If so, how are these charges computed?

**18. Overdrafts**

- (a) Describe the bank’s policy on overdraft protection?
- (b) What are the fees associated with overdrafts?

**19. Pricing and Account Analysis**

- (a) Please provide a complete fee schedule for all of the services described in the proposal. Fees related to all services described in the proposal must be listed. Also, include any one-time or set up fees, research fees, minimum fees, or all other fees that will be charged. Include any incentives or price break offered based on volume or other measures.
- (b) Is the bank willing to guarantee the proposed fees for the entire term of the contract (5 years)? If not, how long are the fees guaranteed?

**C. Sealed Total Cost Proposal**

Please indicate the total cost and attach any cost breakdown. The proposer is to submit a detailed cost proposal for all services and materials. The City of Los Banos will not be responsible for the expenses incurred in preparing and submitting the proposal or the sealed cost proposal. Such costs should not be included in the proposal.

The cost proposal should be submitted in the format provided in Attachment A, “COST PROPOSAL FORM”. **The cost proposal shall be submitted in a separate sealed envelope, to be included with the Technical Proposal package.**

**IV. EVALUATION PROCEDURES**

**A. Evaluation Committee**

Proposals will be reviewed by an Evaluation Committee which is expected to include the following: Finance Director, Accountant II, Accountant I and the City Treasurer.

**B. Review of Proposal**

The Proposals will be evaluated using two sets of criteria. Banks meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The Evaluation Committee will use a point formula during the review process to score proposals. Each bank with an unacceptably low technical score will be eliminated from further consideration. After the composite technical score for each bank has been established, additional points will be added to the technical score based on the price bid.

**C. Evaluation Criteria**

The following represent the principal selection criteria which will be considered during the evaluation process.

Any award made pursuant to this RFP will be based upon the bank’s proposal with appropriate consideration given to functional, technical, business, cost, and management requirements. Written

proposals that satisfy all requirements specified in this RFP will be evaluated. The intent is to assess the ability of the proposer to provide banking services and its associated requirements, and whose services best meet the needs of the City. The City may request additional information from any of the banks submitting proposals. The following criteria will be used in evaluating proposals and in the selection of a bank:

1. Compliance with the requirement of this RFP and quality of proposal, including completion of all required responses in the specified format.
2. Operational requirements such as understanding the needs and requirements of the City, as set forth in this RFP, scope and services offered including degree of automation, and bank and branch locations.
3. An example of the proposer’s ability to deliver the indicated service in accordance with the specifications set out in this RFP.
4. Bank experience, including the proposer’s stability, resources, qualifications, and relevant experience and/or record of past performance in implementing and delivering such services to local governments with like kind operations located within the State of California.
5. Availability of sufficient high quality proposer’s personnel with the required skills and experience for the specific approach proposed.
6. Financial strength of the proposing institution, and adequacy of financial controls and protection against loss.
7. The quality and scope of the proposed conversion, implementation and transition plan, and the value of any new product or service suggestions or other new ideas and enhancements.
8. Proposer’s acceptance of the City’s contractual terms and conditions, as applicable.
9. Overall cost of proposal. Although fees and compensation will be an important factor in the evaluation proposals, the City is not required to choose the lowest bidder.

All Proposals submitted will be reviewed by an evaluation panel consisting of City of Los Banos personnel. At the completion of the proposal review, the panel will elect to invite the top scoring banks to make a presentation and provide a software demonstration, at no cost to the City. The City may request Best and Final offers. Based on the presentation and the Best and Final offers, if requested, the panel will select the proposal that best fulfills the City’s requirements. The City may negotiate with the bank to determine final pricing, and contract form. There will be no public opening and reading of bids. At any time, the City, at its discretion and without explanation to the prospective banks, can choose to discontinue this RFP without obligation to such prospective banks.

**V. PROPOSAL REQUIREMENT**

**A. Contract and Insurance Requirements.**

The selected proposer shall be required to enter into a city-prepared Professional Services Agreement approved by the City Attorney. Proposers shall be prepared to accept the terms and conditions of the City’s Standard Professional Services Agreement including all Insurance Requirements. The successful Proposer’s bid and the terms and conditions stated in this RFP will be made part of the contract between the City of Los Banos and the Proposer. This RFP outlines the specifications and requirements, but not necessarily all of the terms and conditions that will be incorporated into the final agreement between the City of Los Banos and the successful Proposer.

**B. Reservations.**

This RFP does not commit the City to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Proposer responding to this RFP, or parties they represent, for obtaining any of the information solicited.

**C. Public Records.**

All proposals submitted in response to this RFP become the property of the City. Information in the proposal, unless specified as trade protected, may be subject to public review. Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

**D. Right to Cancel and Amend.**

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to: selection schedule, submittal date, and submittal requirements. If the City cancels or revises the RFP, all Proposers will be notified in writing.

**E. Proposer's Questions.**

The City will not give verbal answers to inquiries regarding information in this RFP, or verbal instructions prior to the submission deadline. All questions shall be submitted in writing to Sonya Williams, Finance Director, at [sonya.williams@losbanos.org](mailto:sonya.williams@losbanos.org). A verbal statement regarding same by any person shall be non-binding. The City is not liable for any increased costs resulting from the Proposer accepting verbal directions. Any explanation desired by a Proposer must be requested of the City representative in writing not later than December 18, 2015 at 5:00 p.m. and if explanation is necessary, a reply shall be made in the form of an addendum, a copy of which shall be posted on the City website at [www.losbanos.org](http://www.losbanos.org) on or before December 23, 2015.

**F. Additional Information.**

The City reserves the right to request additional information and/or clarification from any or all Proposers.

**G. Conflict of Interest.**

Proposer covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City. Proposer further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Proposer certifies that to the best of Proposer's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City.

**H. Release of Public Information.**

Proposers who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City must receive prior written approval from the City before disclosing such information to the public.

**I. Non-Assignment.**

If a contract is awarded, the selected Proposer shall neither assign, nor delegate, in part or in whole, any duties without the prior written consent of the City which shall not be unreasonably withheld.

**J. Collusion.**

Each Proposer certifies that the company, its officers, employees and/or agents are not a party to any collusive action, fraud, or any action that may be in violation of the Sherman Antitrust Act. The Proposer certifies that the company, its officers, employees and/or agents have not offered or received any kickbacks or inducements from any other bidding Proposer, supplier, manufacturer, or subcontractor in connection with the proposal and that the company, its officers, employees and/or agents have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value. Any or all bids shall be rejected if there is any reason to believe collusion exists among the bidding Proposers. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names may be rejected. Reasonable grounds for believing that a bidding Proposer has interest in more than one proposal for the work being proposed may result in rejection of all bids in which the bidding Proposer is believed to have interest.

**K. Debarment.**

By submitting a proposal, the Proposer certifies that the company is not currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California, and that it is not an agent of a person or entity that is currently debarred from submitting proposals and/or bids for contracts issued by any City or political subdivision or agency of the State of California.

**L. Equal Employment Opportunity Compliance.**

The selected Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Proposer shall take affirmative action to ensure that all employees and applicants for employment shall be treated with equality in all aspects of employment processes including, but not limited to, hiring, transfer, promotion, training, compensation and termination, regardless of their race, creed, color, sex, national origin, age, or physical handicap.

**M. Right to Audit.**

The selected Proposer shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The selected Proposer shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract or service agreement and the subsequent three-year period for examination, transcription, and audit by the City or its designees.

**VI. ATTACHMENT A – Cost Proposal Form**

## Banking Services

---

**A Proposal to the**

# City of Los Banos

**Sharon Johnson**  
Business Relationship Manager

**Los Banos Branch**  
953 W. Pacheco Boulevard, Los Banos, California 93635

**Telephone**  
(209) 826-7760

**Fax**  
(209) 827-0100

**Date**  
December 31, 2015



## Table of Contents

---

Transmittal Letter .....	1
Detailed Proposal .....	2
Personnel .....	4
References .....	5
Collateralization of Deposits.....	6
Deposit Processing .....	7
Returned Item Processing.....	8
Account Reconciliation and Positive Pay .....	9
Stop Payments .....	10
Wires and ACH Processing .....	11
Merchant Card Services .....	12
Implementation Plan and Costs .....	14
Statements, Reconciliations, and Reporting.....	16
Earnings Credit Rates .....	18
Account Analysis Statement.....	20
Overdrafts .....	23
Pricing and Account Analysis .....	24



December 31, 2015

City of Los Banos  
520 J Street  
Los Banos CA 93635

Westamerica Bank, an FDIC member bank, is pleased to have this opportunity to submit a proposal for banking services to the City of Los Banos. The enclosed proposal addresses selected financial services in response to the City's Request for Proposals for Banking Services.

Westamerica Bank meets all of the qualifying requirements for providing commercial banking services to the City of Los Banos. Westamerica Bank is a State of California chartered financial institution. We are a member of the Federal Reserve System and have access to all services. We are a qualified depository for public funds and are in compliance with the California Government Code as well as all applicable State laws. Westamerica Bank is a full service bank in good standing among other comparable banks.

The Bank employs experienced and dedicated staff who are committed and capable of servicing your accounts.

The statements in this proposal are valid for 45 days.

Thank you for your consideration of our proposal.

Sincerely,

Linda Swaim  
Vice President  
Regional Service Manager

## Detailed Proposal

---

### **Westamerica Bancorporation**

Westamerica Bancorporation is a bank holding company with combined assets totaling \$5.0 billion. Westamerica Bank benefits from the strong financial backing of our holding company. The philosophy of the corporation stresses a commitment to community banking which includes an emphasis on local management and local decision makers.

### **Westamerica Bank**

Westamerica Bank is a regional community bank with over 80 branches and 2 trust offices serving Northern and Central California employing 929 employees. In the early 1980s, the holding company brought its banks together under the Westamerica name, with one board of directors and one president. Our senior management team has been a steady force, attesting to our clear, consistent direction and long-term stability.

Our capital ratios significantly exceed regulatory minimum requirements, and independent bank rating agencies consistently reaffirm their positive ratings.

### **Historical Milestones**

- 1884 – First National Bank of Mendocino County (California) was founded.
- 1973 – First National Bank of Mendocino County, Bank of Marin, and Bank of Sonoma County form Independent Bankshares Corporation.
- 1983 – Westamerica Bank forms through merger of six banks, including VacaValley Bank and Gold Country Bank.
- 1992-1995 – Through growth and acquisition of John Muir National Bank, Napa Valley Bancorp (Napa Valley Bank and Bank of Lake County), PV Financial (Pacific Valley Bank), Capitol Bank Sacramento, North Bay Bancorporation (Novato National Bank), plus two branches of Bank of America, Westamerica grows to 57 branches.
- 1996 – Westamerica builds consolidated administrative and service center in Solano County.
- 1997 – ValliWide Bank merges into Westamerica Bank.
- 2000 – First Counties Bank merges into Westamerica Bank.
- 2002 – Kerman State Bank merges into Westamerica Bank.
- 2005 – National Bank of the Redwoods merges into Westamerica Bank.
- 2009 – Westamerica Bank acquires failed County Bank from the FDIC.
- 2010 – Westamerica Bank acquires failed Sonoma Valley Bank from the FDIC.

## Detailed Proposal (continued)

---

The relationship will be domiciled at the Los Banos branch located at 953 W. Pacheco Boulevard in Los Banos.

### **Westamerica Receives Positive Ratings**

Independent bank rating agencies have consistently reaffirmed their positive ratings of Westamerica Bank and Westamerica Bancorporation, including:

- Findley Reports: Super Premier Performance
- Veribanc: Blue Ribbon Bank
- S & P: Profitability Rating A

Westamerica Bancorporation's stock trades on the NASDAQ under the symbol "WABC".

Westamerica's exemplary financial performance and business success has prompted positive analyst reports from investment banking firms located in San Francisco and New York City.

An electronic copy of the most recent audited financial statement and the latest 10-K report was emailed to [sonya.williams@losbanos.org](mailto:sonya.williams@losbanos.org) on December 30, 2015.

## Personnel

---

### **Bank Liaison Officers**

Primary Contact: Sharon Johnson, Business Relationship Manager

Branch Contacts: Ana Pena, Customer Service Manager  
Rita Franco, Branch Services Officer

Address: 953 W. Pacheco Boulevard, Los Banos, California 93635

Telephone: (209) 826-7760

Fax: (209) 827-0100

Email: mercedregion@westamerica.com

### **Experience**

**Sharon Johnson**, Business Relationship Manager, has over 40 years of banking experience. For the last seven years she has successfully managed branch offices and a client portfolio for Westamerica Bank. She works closely with the Bank's business clients, determining the appropriate deposit accounts and offering her expertise in the area of commercial lending. She was recognized in 2012 as the Bank's Star Performer, the highest award for individual achievement at Westamerica. She also had the distinction of having her two branches in the President's Circle of Branches for the years 2012-2014.

**Ana Pena**, Customer Service Manager, has over 12 years of banking experience. For the last six years she has worked for the Los Banos office of Westamerica Bank, promoted to Customer Service Manager in 2011. She supervises the day to day operational activity of the branch, resolves and answers customer inquiries, and ensures a high level of customer service.

**Rita Franco**, Branch Services Officer, has over nine years of banking experience. For the last five years she has worked for Westamerica Bank, promoted to Branch Services Officer in 2012. She is skilled in providing the Bank's services and products to our clients, while providing quality customer service.

## References

---

<u>Customer Name</u>	<u>Contact Person</u>	<u>Phone Number</u>	<u>No. Years/WAB</u>
City of Turlock 156 South Broadway Turlock CA 95380	Diana Lewis City Treasurer	(209) 668-5540	16 Years

*Services: Zero Balance, ACH Origination, Electronic Banking, Armored Car, Wires, Lockbox, CD Rom, Check Images, EDI Reporting, Merchant Bankcard*

City of Sanger 1700 Seventh Street Sanger CA 93657	Deborah Sultan Admin. Service Director	(559) 876-6300 ext. 1150	27 Years
--	---	-----------------------------	----------

*Services: Lockbox, Armored Car, Electronic Banking, ACH Origination, Wires, Positive Pay*

City of Dos Palos 2174 Blossom Street Dos Palos CA 93620	Manuela Souza Director of Finance	(209) 392-2174	52 Years
--	--------------------------------------	----------------	----------

*Services: Night Depository, Electronic Banking, ACH Origination, Merchant Bankcard*

City of Mendota 643 Quince Street Mendota CA 93640	Rudy Marquez Finance Officer Nancy Diaz Finance Administrative Supervisor	(559) 655-3291	16 Years
--	--	----------------	----------

*Services: Night Depository, Electronic Banking, ACH Origination*

City of Atwater 750 Bellevue Road Atwater CA 95301	Lakhwinder Deol Finance Director	(209) 357-6310	15 Years
--	-------------------------------------	----------------	----------

*Services: Remote Deposit, Electronic Banking, ACH Origination, PC Wires*

## Collateralization of Deposits

---

Westamerica Bank is a qualified depository for public funds and is in compliance with the California Government Code. The bank currently has 295 public agencies as clients.

- i) Securities used as collateral: Municipals, Government Agencies and Mortgage Securities.
- ii) The department responsible for tracking deposits is the Controller's Department. The Investment Department is responsible for collateral.
- iii) As of September 30, 2015: Deposits \$282,945,423; collateral \$334,792,853
- iv) The frequency of reporting to the State Treasurer's Office is weekly for deposits and quarterly for collateral.

## Deposit Processing

---

- a) Armored car would shuttle cash deposits to the Brinks Fresno cash vault for processing.
- b) The cutoff time for Remote Deposits for same day credit is 5:00 p.m. Same day credit is not available through armored car/cash vault processing. Deposits are picked up on armored car route throughout the day, consolidated in a hub overnight, and transported to the Cash Vault location the following morning for processing.
- c) Credit is first issued for the stated deposit amount, and any adjustment made is a credit or debit for the discrepancy amount, i.e., if a deposit is submitted for \$20,000 but is found to be \$100 short, credit is initially given for the full \$20,000 and a separate debit for the missing \$100 is applied. Cash vault charges \$5.20 per adjustment.
- d) Notifications are sent to branches for any corrections made and the branch makes the decision how to notify the customer (phone, mailer, etc.).
- e) Change orders from the cash vault are called in to an automated telephone system provided by our cash vault. The customer can call these orders in themselves or can communicate the desired order to the branch, who will place it on the customer's behalf. Orders must be placed by 10:00 a.m. the day before the expected delivery to ensure the order is properly debited and dispatched.
- f) All Westamerica branches are equipped with check scanning equipment, and all deposits processed at the branch level will be captured via check scanner at no additional cost. Another option is onsite installation of Express Deposit, which allows customers the ability to scan and submit their own check deposits. Pricing is assigned on a case-by-case basis and many options are open for discussion.

## Returned Item Processing

---

Returned items are charged back and mailed out the same day. Notification of these items may also be faxed on the same day as online access is not available. Returned items may be automatically redeposited one time if the reasons for return are non-sufficient funds or uncollected funds. Items returned for reasons unable to locate, stop payment, or account closed cannot be redeposited. Deposit correction adjustments are received in branch the day after adjustments are made. Adjustments are then communicated to the customer, typically by US Mail but telephone/fax exceptions are possible.

## Account Reconciliation and Positive Pay

---

- a) Westamerica Bank offers both full Account Reconciliation and Positive Pay with data transmission. Both services are computer based programs that allow the City of Los Banos to transmit to the bank the check issue information via e-mail. The check issue information will include the account number, check date, serial number and dollar amount. For Positive Pay, the check issue information is compared to the check paid information on a daily basis. Any discrepancies for serial number or dollar amount will be reported to the City for determination of validity and approval to "pay or return" the item. A full account reconciliation will be performed by the bank at the end of each month using the check issue information to balance the checking account and report outstanding checks. A partial Account Reconciliation which reports only the paid checks on the City's account is also available by e-mail to the City on a daily, weekly or monthly basis so the City can perform its own account reconciliation.
- b) For this program to be most effective, transmissions are required on the same day checks are issued and before you release the check to the payee.
- c) There is neither a frequency nor daily limit to the number of transmission files being uploaded; however there is a limit of 1000 issues per file.
- d) Single check entry is accepted.
- e) If either the serial number or the amount does not match, the Bank system rejects the non-matching and reports them in Onsite Banker Plus.

The customer must sign into Onsite Banker Plus on daily basis to review exceptions after 8:00 a.m. Pacific Time. The customer will make the decision to pay or return through Onsite Banker Plus by 12:00 noon Pacific Time the same day.

- f) The check images are provided in the Exceptions Queue for the City to review.

## Stop Payments

---

Stop payments are placed through Onsite Banker Plus and remain in effect for six months. A stop payment expiration notice is mailed prior to expiration. To reinstate a stop payment, the City would need to enter online or allow it to become a positive pay exception due to stale date. There is no provision for automatic reinstatement. The fee for each stop payment and reinstatement is \$18.00.

## Wires and ACH Processing

---

- a) Westamerica offers online banking with the Onsite Banker Plus product. This Cash Management service allows the initiation of wire transfers. Customers can create repetitive templates and can initiate future dated wires.
- b) The cut off time for same day wires is 2:00 p.m., with the exception of Tax Payments going to the Department of the Treasury, which is 1:30 p.m.
- c) Westamerica offers online banking with the Onsite Banker Plus product. This Cash Management service allows the initiation of ACH files. Customers can create ACH templates.
- d) Customers can send multiple ACH files per day.
- e) ACH file transmission deadline is 5:30 p.m.
- f) Westamerica offers online banking with the Onsite Banker Plus product. This Cash Management service allows the initiation of ACH files. Customers can create ACH templates.
- g) ACH file transmission also requires the customer to email the file amounts to the ACH desk. We strongly recommend our customers have an initiator and separate approver for all ACH and Wire Transfers. Customers will also be provided with a company ID and password, and users will have a unique user name and password and security token. The company can also set up an additional security layer with a password emailed or text to the users.

The bank has anomaly detection software as well as software with rules set that may detect fraudulent activity. The first line of defense, however, is the users security features and procedures on the PC/device used to initiate Wire and ACH transactions, please refer to Online Security>For Online/Internet Banking, For Email/Phishing, For Your Computer/Laptop, Learn to Stay Safe Online, and the Download Helpful Security Tips PDF document found at [www.westamerica.com](http://www.westamerica.com).

## Merchant Card Services

---

Westamerica Bank offers state-of-the-art Bankcard/Point-of-Sale processing through our credit card processor, First Data Corporation (FDC). FDC is globally recognized as one of the largest providers of merchant processing services. Processing includes credit card all-in-one terminals, software, and e-Commerce. FDC also offers authorizations on several "platforms" making for a smoother transition between credit card processors.

Based on the reported annual credit card sales volume and average ticket size, Westamerica Bank is pleased to offer the following pricing:

**19 basis points (or 0.19%) and \$0.12 per transaction**

As a valued client, City of Los Banos will receive the following benefits:

- Next day funding
- FREE supplies
- FREE online merchant reporting at [www.myclientline.net](http://www.myclientline.net).
- No hidden fees - no monthly statement fee, no batch header fee, no monthly customer service fee, no draft capture fee, and no voice authorization or AVS fees.
- No SURCHARGES on interchange fees. Westamerica Bank passes through the charges and rebates from Visa, MasterCard, Discover, and American Express. Other merchant service providers markup interchange fees and keep the credits.
- No contract - cancel anytime without concern for termination/cancellation fees.

### **Credit Card Processing Options (terminals, e-Commerce, and software)**

City of Los Banos may be required to purchase equipment and/or software if their existing solution is non-compliant or non-compatible with our processor. Westamerica Bank does not offer a lease or rental program. However, we have affordable, low cost solutions which include:

- PCI Compliant and EMV-Ready credit card processing machines, such as FD130 terminals have dual processing capabilities allowing merchants the flexibility to process on either digital or analog phone lines. These terminals are currently priced at \$339.00 each plus tax. If pin pads are needed, we offer the FD35 Pin Pads. These pin pads are currently priced at \$131.00 each plus tax.
- Compatibility with several e-Commerce (Internet) and Virtual Terminal gateway software products, such as: Authorize.net and PayFlow Pro. Note: Gateway software products are not offered by Westamerica Bank and must be certified with our processor in order to operate on their platform. Check with your current software vendor for processor compatibility.\*

\* Note: For software integrations/installations, Westamerica Bank will serve as a facilitator only; therefore, merchants will be required to designate their own programmer (i.e. web-developer, software developer, IT specialist, etc.) to complete all software integrations/installations. This designated individual will input the setup information, provided by Westamerica Bank, to establish the processing channel between FDC and merchant.

## Merchant Card Services (continued)

---

### **Credit Card Fees (See Fee Addendum For Full Disclosure)**

- Credit card terminal processing: \$75.00 setup fee per location. This fee covers the new account setup, programming, and shipping.
- Internet (e-Commerce) processing: \$150.00 setup fee per location, \$25 monthly fee and an additional \$0.08 per transaction fee.
- Interchange Plus Pricing. City of Los Banos has been approved for: 19 basis points & \$0.12 per transaction. Monthly discount fees are debited directly from the checking account on the first week of the following month.
- Minimum monthly processing fee: \$10.00. This fee is waived when monthly sales activity exceeds \$2,500.00.
- Annual PCI Compliance Fee: \$79.00. (Note: Merchants who fail to meet Visa/MasterCard's PCI Compliance requirement will incur a monthly \$19.95 Non-Compliance fee.)
- Annual Membership Fee: \$25.00
- Interchange Fees: As charged by Visa and Mastercard Association. Westamerica Bank will pass through these fees.

### **Security Alert Program**

In addition to PCI Compliance requirements, Westamerica Bank is proud to offer the highest level of security detection designed to detect suspicious credit card activity. When suspicious transactions occur, FDC will send a security alert to Westamerica Bank and a Westamerica Merchant Services representative will immediately investigate the security alert and perform the following actions:

- Notify the client and Westamerica Customer Services Manager about the suspicious activity.
- Analyze the client's NSF history, Merchant Detail Report, and checking account activity.
- Report findings to Merchant Services Manager and FDC to determine course of action.

### **Westamerica Bank Merchant Services Department**

The bankcard relationship is managed by the Merchant Services Department at Westamerica Bank. The department handles all aspects of bankcard support including terminal support and customer service. For additional merchant services information, please call 1-800-829-8629 Ext. 6495. Hours of operation are Monday through Thursday, 8 a.m. to 5 p.m. and Fridays from 8 a.m. to 6 p.m.

First Data Corporation also offers Terminal Help Desk 24 hours a day, 7 days a week for after hours and weekend support at 1-800-346-3315.

## Implementation Plan and Costs

---

- a) Westamerica Bank has the flexibility and technical expertise to develop a banking system designed to meet the individual needs of the City of Los Banos. As a full-service bank, we are able to provide you with business banking services to meet your current and future needs. We have developed a customized banking services plan designed to streamline your banking system through consolidation of your accounts at one financial institution.

Westamerica is committed to providing superior banking services at the lowest possible cost, and we will ensure a trouble-free transition. The following team of employees cover a vast range of expertise and are able to assist with any questions or training needs City of Los Banos may have. Ana Pena, Customer Service Manager, will assume the overall day to day responsibility for the City of Los Banos.

Local Branch and Operations Assistance:

Sharon Johnson, Business Relationship Manager	(209) 710-7638
Ana Pena, Customer Service Manager	(209) 827-0100

Regional Operations and Lending Assistance:

Linda Swaim, Vice President, Regional Service Manager	(559) 631-0960
---	----------------

Electronic Banking Products and Services:

Stacy Jue, Product Support Specialist	(707) 863-6129
---------------------------------------	----------------

Investments:

Tyler Cox, Vice President/Portfolio Manager	(707) 863-6880
---	----------------

Account Analysis:

Sylvia Barnish, Vice President/Manager	(707) 863-6440
--	----------------

## Implementation Plan and Costs (continued)

---

b) Onsite Banker Fees are as follows:

- Onsite Banker Plus (includes 2 accounts) \$20 per month
- Each additional account \$5 per month
- Per-item fee
  - o First 200 items \$0.05 each
  - o 201-1000 items \$0.04 each
  - o 1001+ items \$0.03 each
- Stop Payment orders \$18
- Wire Transfer orders
  - o Domestic \$15 per item
  - o International \$30 per item
- ACH Origination \$40 per month
  - o Transmission/batch fee \$10
  - o Per-item fee \$0.08
  - o Returned Item \$12
  - o Reversals \$15
  - o Installation and training – Current Hourly Rate
- Positive Pay \$60 per month
  - o Transmission/batch fee \$10
  - o Per-item fee \$0.05
- ACH Positive Pay \$30 per month

c) A Sales and Support representative will deploy on-site to implement system access and provide security tokens. They provide training for ACH and Wire Transactions.

## Statements, Reconciliations, and Reporting

---

- |                                    | <u>Online</u>                     | <u>By Mail</u>    |
|------------------------------------|-----------------------------------|-------------------|
| a) Bank Statements                 | Next day                          | 1-3 days per USPS |
| Partial Reconciliation Information | Paid file next day                | 1-5 days per USPS |
| Full Reconciliation Information    | Next day through<br>Onsite Banker | 5-7 days per USPS |
| Positive Pay Information           | Next day                          | 5-7 days per USPS |
- b) Checks can be located on CD-ROMs either by dated, check number or dollar amount. CD-ROMs would be an additional service. The Onsite Banker Plus online system can provide images of checks which would eliminate the need for CD-ROM.
- c) Check images are stored on Onsite Banker Plus for one (1) year. First 200 items \$0.05 each, 201-1000 items \$0.04 each, and 1001+ items \$0.03 each.
- d) The Account Reporting function gives an overview of all account information and also provides the means to see details, to filter by account or activity type, and to view your account statements online.
- Account Summary - Provides complete information at a glance and also provides access to Account Details (record of activity) for each account, loan and investment.
  - Create Reports - Lets you create report definitions, specifying which accounts and what types of activity are to be displayed.
  - Run Selected Report - Displays a filtered version of the Account Summary page, based on the report definition.
  - Account Statements - Allows you to view your account statement online without having to wait for a paper copy in the mail. The service lets you select the account and period (date range) for the statements you would like to view.
  - Manage Balance Alerts - Specify alert conditions by defining unique criteria for individual accounts, and then set the system to send an email message when an account reaches a specified monetary level.
- e) We are not aware of a limit of the number of users; however, it is recommended for security purposes, that companies limit employees' access to data to only those that need the information to do their job.

The Bank assigns a Company Super User, who then can assign Administrator Users and/or end users. The Super User and Administrative Users can assign end users, reset passwords and set areas of access and levels of authority.

## Statements, Reconciliations, and Reporting (continued)

---

- f) Onsite Banker Plus will provide the previous day's balance, current day incoming and outgoing wires and current day ACH credits and debits to the account.
- g) The Create Reports feature allows you to create report definitions, specifying which accounts and what types of activity are to be displayed. There is no additional charge for this service.
- h) Onsite Banker Plus will provide balance history for one (1) year, beginning at the point the account is added to Onsite Banker Plus.

## Earnings Credit Rates

---

- a) Yes, the City has the option of compensating on a fee or balance basis, or combination of the two. It is to the City's advantage to use the balance basis, since the credit earned on the balances can offset all or part of the price of services used. The price schedule is the same for either compensation method.
- b) The Earnings Credit Rate is derived from the sales of 13-week U.S. Treasury Bills, and can be adjusted monthly. It is applied to the total Investable Balance of the analysis relationship (Average Positive Balance - 10% Legal Reserve = Investable Balance). The current Earnings Credit Rate of .35% has been in effect since March 2012.
- c) Excess earnings credit can only be carried over to a subsequent billing period if the City is on a Bank approved billing cycle other than monthly (for example: quarterly or semi-annual).

## Earnings Credit Rates (continued)

---

The Bank's current Earnings Credit Rate (ECR) is .35% and has remained the same for the past 12 months.

The following formulas are used to calculate the ECR:

*Average Ledger Balance:*

$$\frac{\text{Total End-of-Day Ledger Balances for Period}}{\text{Calendar Days in Period}}$$

*Average Float:*

$$\frac{\text{Total Float for Each Item Deposited During Period}}{\text{Calendar Days in Period}}$$

*Average Collected Balance:*

$$\text{Average Ledger Balance} - \text{Average Float}$$

*Average Positive Collected Balance:*

$$\frac{\text{Total End-of-Day Positive Collected Balances for Period}}{\text{Number of Days in Period}}$$

*Legal Reserve:*

$$\text{Average Positive Collected Balance} \times \text{Reserve Rate}$$

*Balance Available for Earnings Allowance:*

$$\text{Average Positive Collected Balance} - \text{Legal Reserve}$$

*Earnings Allowance:*

$$\frac{\text{Balance Available for Earnings Allowance} \times \text{Earnings Allowance Rate} \times \text{Days in the Period}}{365 \text{ or } 366}$$

*Average Negative Collected Balance:*

$$\frac{\text{Total End-of-Day Negative Collected Balances for Period}}{\text{Number of Days in Period}}$$

*Negative Earnings Allowance:*

$$\frac{\text{Average Negative Collected Balance} \times \text{Negative Earnings Allowance Rate} \times \text{Days in the Period}}{365 \text{ or } 366}$$

## Account Analysis Statement

---

- a) Your monthly Account Analysis statement is consolidated when you have more than one account on analysis. You will be provided with an Account Analysis statement showing consolidated figures along with a separate analysis statement for each account in the relationship. Your statement is mailed to you by the fifth business day of each month. Analysis e-statements will be available in 2016.
- b) The FDIC assessment fee of \$0.1167 per \$1000 on deposit will be assessed monthly based upon the City's monthly average ledger balance. The fee is computed by multiplying the monthly Average Ledger Balance, truncated at the thousands position, by the rate (0.1167). For example, monthly Average Ledger Balance = \$1,486,710.42. Calculation:  $\$1,486 \times 0.1167 = \text{FDIC fee } \$173.42$ . If monthly Average Ledger Balance is less than \$1000, no FDIC fee is assessed.

Sample Account Analysis (AA) statement is provided.

**SAMPLE ACCOUNT ANALYSIS STATEMENT**

 CITY OF LOS BANOS  
 520 J ST  
 LOS BANOS CA 93635

Current WAB acct with activity volumes from RFP

Nov-15

**CONSOLIDATED ACCOUNT ANALYSIS**

30 days in this cycle

 Account Number: Consolidated  
 Number of Accounts: 2

**BALANCE INFORMATION**

	CURRENT
Average Ledger Balance	5,750,873.69
Less Average Float	0.00
Average Collected Balance	\$5,750,873.69
Average Positive Collected Balance	5,750,873.69
Less Legal Reserve	575,087.37
Positive Balance Available for Earnings Allowance	\$5,175,786.32

**EARNINGS ALLOWANCE INFORMATION**

	AVERAGE BALANCES	RATE	AMOUNT
Earnings Allowance on Positive Balance Available	5,175,786.32	0.3500%	1,488.92
Expense on Negative Collected Balance	0.00	8.2500%	0.00
Net Earnings Allowance			\$1,488.92

**ACCOUNT POSITION**

Net Earnings Allowance	1,488.92
Less Activity Charges	-3,383.78
<b>Amount Due</b>	<b>\$1,894.85</b>

Your account will be charged at the end of the month. \$1,894.85  
 Collected Balance required per \$1.00 of service charge is \$3,873.02  
 This service charge could have been avoided by maintaining  
 an additional Average Positive Collected Balance of #####

**SAMPLE ACCOUNT ANALYSIS STATEMENT**  
**CITY OF LOS BANOS**

30 days in this cycle

**SERVICE ACTIVITY CHARGES FOR ACCOUNT:**

TMA CODE	SERVICE DESCRIPTION	VOLUME	PRICE	SERVICE CHARGE	BAL REQUIRED
<b>01 GENERAL ACCT SERVICES</b>					
010000	ACCOUNT MAINTENANCE	2	19.00	38.00	146,772.49
000076	TOTAL INTEREST PAID			0.00	0.00
000230	DEPOSIT INSURANCE	5750	0.1167	671.03	2,591,789.68
<b>06 EXPRESS DEPOSIT SERVICES</b>					
100055	EXPRESS DEPOSIT MONTHLY FEE	1	50.00	50.00	193,121.69
100056	EXPRESS DEPOSIT ADD'L LOCATION	0	25.00	0.00	0.00
10022A	EXPRESS DEPOSIT ITEMS	4500	0.10	450.00	1,738,095.24
<b>10 DEPOSITORY SERVICES</b>					
100000	CREDITS AND DEPOSITS	40	1.40	56.00	216,296.30
100040	COIN & CURRENCY FURN (per \$10.00)	200	0.0130	2.60	10,042.33
100044	BRANCH ROLLED COIN-FURN	10	0.10	1.00	3,862.43
10011Z	COIN & CURRENCY DEP (per \$10.00)	25500	0.0130	331.50	1,280,396.83
100220	CHECKS DEPOSITED	4650	0.13	604.50	2,334,841.27
100400	RETURN ITEM	24	12.00	288.00	1,112,380.95
<b>15 PAPER DISBURSEMENT SERVICES</b>					
150102	CHECKS PAID TRUNCATED	500	0.18	90.00	347,619.05
150340	NSF/OD ITEMS	0	35.00	0.00	0.00
150420	STOP PAYMENT	2	30.00	60.00	231,746.03
150410	PC STOP PAYMENT	0	18.00	0.00	0.00
151351	CHECK IMAGE ITEMS	700	0.04	28.00	108,148.15
151353	CHECK IMAGE CD-ROM	1	50.00	50.00	193,121.69
<b>20 ACCT RECON/POSITIVE PAY SVCS</b>					
200010	ACCT RECON BASE-FULL	1	65.00	65.00	251,058.20
200001	POSITIVE PAY BASE	1	60.00	60.00	231,746.03
200002	POSITIVE PAY ITEMS	630	0.05	31.50	121,666.67
200201	POSITIVE PAY TRANSMISSION	6	10.00	60.00	231,746.03
<b>25 ACH SERVICES</b>					
250102	ONSITE BANKER ACH ORIGATION ITEMS	885	0.08	70.80	273,460.32
251120	ONSITE BANKER ACH SOFTWARE LICENSE	1	40.00	40.00	154,497.35
250501	ONSITE BANKER ACH FILE TRANSMISSION	5	10.00	50.00	193,121.69
250202	ACH RECEIVED DEBIT/CREDIT	76	0.12	9.12	35,225.40
250720	ACH POSITIVE PAY-MONTHLY FEE	1	30.00	30.00	115,873.02
<b>35 WIRE TRANSFER SERVICES</b>					
35020Z	OUTGOING WIRE	1	35.00	35.00	135,185.19
350300	INCOMING WIRE	0	15.00	0.00	0.00
<b>40 ELECTRONIC BANKING SERVICES</b>					
400231	ONSITE BANKER PLUS PER ITEM FEE	200	0.05	10.00	38,624.34
400231	ONSITE BANKER PLUS PER ITEM FEE	800	0.04	32.00	123,597.88
400231	ONSITE BANKER PLUS PER ITEM FEE	4991	0.03	149.73	578,322.22
401000	ONSITE BANKER PLUS BASIC FEE	1	20.00	20.00	77,248.68
401001	ONSITE BANKER PLUS ADD'L ACCT FEE	0	5.00	0.00	0.00

**TOTAL ACTIVITY CHARGES**

**3,383.78 13,069,607.14**

## Overdrafts

---

Westamerica Bank offers two overdraft protection services, Linked Overdraft Protection and Business Overdraft Protection Line of Credit.

### **Linked Overdraft Protection**

Link the business checking account to another Westamerica Bank account, such as a savings account or credit line account. If the checking account becomes overdrawn or the available balance falls below \$1.00, available funds will be automatically transferred from the linked account to the checking account once at the end of the day, provided there are enough funds to cover the amount of the overdraft and leave an available balance of \$1.00 in the checking account. The Bank will transfer in the amount needed to cover the entire potential overdraft and maintain an available balance of \$1.00 in the checking account (to keep the account open). No transfer will be made if the transfer amount would exceed the available balance in the linked account. The Bank will charge the checking account a \$12 transfer fee for each transfer. Other restrictions apply.

### **Business Overdraft Protection Line of Credit**

This is a line of credit which is subject to credit approval and requires an application. If the checking account becomes overdrawn, available funds will be automatically transferred once per day at the end of the day in multiples of \$100 (or for the unused portion of the credit limit if it is less than \$100) from the Business Overdraft Protection Line of Credit to the checking account if sufficient to cover the amount of the overdraft. Interest is charged from the date funds are advanced until repaid. We charge a \$12 transfer fee for each transfer. The APR is 18% and there is a \$25 annual fee. This is not a commitment to lend. Other restrictions apply.

If the account has no overdraft protection, the account will be charged a \$35.00 overdraft fee for each item. For accounts that are overdrawn 8-20 calendar days, we also charge a \$5.00 Continuous Overdraft Fee for each business day the account is overdrawn by \$50.00 or more.

## Pricing and Account Analysis

---

### BANK SERVICE CHARGES:

#### DEPOSITORY SERVICES

Checks and Debits Paid	\$ 0.18 per item
Checks Deposited	\$ 0.13 per item
Deposits	\$ 1.40 per item
ACH Debit/Credit	\$ 0.12 per item
Coin/Currency Deposited	\$ 1.30 / \$1,000
Currency Furnished	\$ 1.30 / \$1,000
Coin Furnished	\$ .10 / roll
Bagged Coin Verification	\$ 6.00 per bag
Returned Deposited Item	\$12.00 per item
Returned Item Fax Notification	\$ 3.00 per item
Resubmitted Returned Deposited Item	\$ 3.00 per item
Concentration Account	\$10.00 per month
Zero Balance Account	\$15.00 per month
Courier	As quoted
Armored Car	As quoted
Cashiers Checks	\$10.00 per item
NSF/Overdrafts	\$35.00 per item
Overdraft Transfer	\$12.00 per transfer
Overdraft Protection Line of Credit	\$25.00 annual fee deducted in April
Stop Payment (Initial or Renewal)	\$30.00 per item
Deposit Insurance	\$.1167 / \$1,000

#### OTHER

Incoming Wire Transfer	\$15.00 per item
Outgoing Wire Transfer	\$35.00 per item
Outgoing International Wire	\$45.00 per item
Wire Transfer Notification	\$ 2.00 per fax notification
PC Outgoing Wire	\$15.00 per item
PC International Outgoing Wire	\$30.00 per item

Legal Process	\$100.00 per process
Copy of Paid Check	\$ 3.00 per item
Copy of Account Statement	\$ 5.00 per item
Check Printing	Price varies per vendor

Lockbox	As quoted
Account Reconciliation – Full	\$65.00 per month plus .15 per item
Account Reconciliation – Partial	\$45.00 per month plus .10 per item

#### NIGHT DEPOSITORY

Annual Fee	\$20.00 per year
Tampertite Bags	No Charge
Additional Keys	\$ 5.00 per key
Key Replacement	\$10.00 per key

## Pricing and Account Analysis (continued)

---

### COLLECTION AND EXCHANGE

Bills of Lading	\$40.00 per item plus wire fees
Coupon Collections	\$30.00 per envelope
Documentary Drafts	\$25.00 per item
Incoming Collections	\$25.00 per item
Outgoing Collections	\$25.00 per item
Promissory Notes	\$40.00 per item

### ELECTRONIC SERVICES

CD Image Statements	\$50.00 per month
Duplicate CD	\$50.00 each
Per-image Fee	\$ .04 each
Electronic Data Interchange	\$ 4.00 per report
Onsite Banker Plus	\$20.00 per month (includes up to 2 accts)
Each Additional Account	\$ 5.00 per month
Per Item Fee	
First 200 Items	.05 each
Items 201 – 1,000	.04 each
Items 1,000+	.03 each
Stop Payment Orders	\$18.00 each
Onsite Banker ACH Origination	\$40.00 per month
Transmission Fee	\$10.00 each
Per-Item Fee	\$ .08 each
ACH Returned Item	\$12.00 each
ACH Reversals	\$15.00 each
Installation or Training	Current hourly rate
Positive Pay	\$60.00 per month
Transmission Fee	\$10.00 each
Per-Item Fee	\$ .05 each
StarConnect Plus for Business	No Charge
StarConnect Bill Pay	\$ 9.95 per month (includes up to 20 bills)
Additional Bills	\$ .40 each
RemitOne – Electronic Tax Payment	
Payment	\$ 3.00 each
Fax or Mail Confirmation	\$ 1.00 each

### SAFE DEPOSIT BOX

Box size availability varies by branch	\$45.00-\$410.00 per year based on box size
Key Deposit	\$20.00

Westamerica Bank is willing to guarantee the proposed pricing for a period of three years.

**PROFESSIONAL SERVICES AGREEMENT  
FOR BANKING SERVICES  
[Westamerica Bank]**

THIS AGREEMENT is made and entered into this 4th day of February 2016, by and between the City of Los Banos, a municipal Corporation (herein referred to as "City") and Westamerica Bank (herein referred to as "Bank").

**RECITALS**

A. WHEREAS, City proposes to have Bank perform the services described herein below;

B. WHEREAS, Bank represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated and meets the qualifications as set forth in the City's Request for Proposals dated December 4, 2015;

C. WHEREAS, City has solicited and received a proposal from Bank, has reviewed the previous experience and evaluated the expertise of Bank, and desires to retain Bank to render professional services under the terms and conditions set forth in this Agreement;

D. WHEREAS, City and Bank desire to contract for specific services described below and desire to set forth their rights, duties and liabilities in the services to be performed; and

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

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

1. **Term.** The term of this Agreement shall commence upon execution of this Agreement and shall terminate on January 31, 2021, unless extended, or terminated earlier as set forth herein.

1.1. The term of this Agreement may be extended for five (5) additional one year terms, on the same terms and conditions as set forth herein, at the sole option of the City upon written notice to Bank from the City on or before December 31 of each term or extended term of this Agreement.

1.2. City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving written notice of such termination to Bank. In the event of such termination, Bank shall immediately stop rendering services under this Agreement unless

directed otherwise by the City. In the event of such termination, Bank shall be entitled to compensation for all services rendered and work performed for City to the date of such termination.

2. **Scope of Services.** Bank shall provide the banking services described in the City's Request for Proposal dated December 4, 2015, attached hereto as **Exhibit A** and incorporated herein by reference. City may elect to delete certain services within the Scope of Services at its sole discretion.

2.1 Notwithstanding services described above, the City may request and Bank may agree to perform Other Services as set forth in Bank's Proposal dated December 31, 2014 attached hereto as **Exhibit B** and incorporated herein by reference. The scope of such services and compensation shall be agreed to in writing, signed by both parties and shall become a part of this Agreement.

3. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the services shall be performed in accordance with the time requirements set forth in the Bank's Proposal dated December 31, 2015 attached hereto as **Exhibit B** and incorporated herein by this reference. In the absence of a specific time requirements the services shall be performed in a diligent and timely manner. The failure by Bank to perform the services in accordance with the time requirements or in a diligent and timely manner may result in termination of this Agreement by City.

3.1 Implementation of the transition of the City's banking services to Bank shall be completed on or before March 31, 2016.

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

4. **Compensation.** City shall pay Bank for the banking services in accordance with the provisions of this Section and the Bank's Proposal dated December 31, 2015 attached hereto as **Exhibit B** and incorporated herein by reference. During the first three years of the term of this Agreement no service fees, costs, or billing rate changes shall be made by Bank without prior written approval of the City. Unless otherwise mutually agreed by the parties, during the remaining term of the Agreement and any extended term Bank may increase the service fees, costs, or billing rates upon ninety (90) days prior written notice to City.

4.1 Bank shall provide City a monthly Account Analysis Statement on the fifth (5<sup>th</sup>) day of each month setting forth all service activity charges for the account(s). The account(s) shall be charged by automatic withdrawal at the end of the month.

4.2 Compensation for any authorized Other Services shall be billed in accordance with the service fees, costs, or billing rates as set forth in **Exhibit B** or as otherwise agreed in writing by the parties and on the terms set forth in this Article 4.

5. **Contract Administration.** The City Manager shall have the authority to act for City under this Agreement. The City Finance Director or his/her authorized representative shall represent City in all matters pertaining to the services to be rendered pursuant to this Agreement. Bank shall designate a representative for purposes of this Agreement who shall have the authority to act for Bank under this Agreement.

6. [PURPOSELY LEFT BLANK]

7. **Indemnification.** To the fullest extent permitted by law, Bank shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents and employees (collectively, the "Indemnified Parties) from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever, which may arise from or in any manner relate (directly or indirectly) to any work negligently performed or services provided under this Agreement (including the negligent and/or willful acts, errors and/or omissions of Bank, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

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

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

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

B. **Signature.** A person authorized by the insurer to bind coverage on its behalf shall sign certification of all required policies.

C. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance

in the State of California, with an assigned policyholders' Rating of A (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Attorney.

D. Coverage Requirements.

i. Workers' Compensation Coverage. Bank shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his or her employees in accordance with the laws of the State of California. In addition, Bank shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by City at least thirty (30) calendar days (10 calendar days written notice of non-payment of premium) prior to such change. The insurer shall agree to waive all rights of subrogation against City, its officers, agents, employees and volunteers for losses arising from work performed by Bank for City.

ii. General Liability Coverage. Bank shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, contractual liability. If commercial general liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement, or the general aggregate limit shall be at least twice the required occurrence limit.

iii. Automobile Liability Coverage. Bank shall maintain automobile insurance covering bodily injury and property damage for all activities of the Bank arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.

iv. Professional Errors and Omissions Insurance. Bank shall maintain professional errors and omissions insurance, which covers the services to be performed in connection with this Agreement in the minimum amount of one million dollars (\$1,000,000).

E. Endorsements. Each general liability and automobile liability insurance policy shall be endorsed with the following specific language:

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

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

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

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

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

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

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

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

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

10.1 The Bank shall at all times remain an independent Contractor with respect to the services to be performed under this Agreement and shall be responsible for the payment of Federal and State Employer Withholding Taxes, Unemployment Insurance Taxes, FICA Taxes, Retirement, Life and/or Medical Insurance, and Worker's Compensation Insurance for the employees of the Bank or any other person performing services under this Agreement. Bank and its employees are not entitled to the rights or benefits afforded to City's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Bank agrees to indemnify and hold City harmless from any

claims, costs, losses, fees, penalties, interest, or damages suffered by City as a result of any claim by any person or entity contrary to the provisions of this Section 10.

11. **Ownership of Documents.** All documents, information and materials of any and every type prepared by the Bank pursuant to this Agreement shall be the property of the City. Such documents shall include but not be limited to all findings, reports, documents, information and data including, but not limited to, electronic media, computer tapes or discs, files, and tapes furnished or prepared or accumulated by the Bank in performing work under this Agreement, whether completed or in process.

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

13. **Access to Records.** In accordance with the California Government Code, Bank shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for City under this Agreement on file for at least three (3) years following the date of final payment to Bank by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Bank's usual and customary business hours. Bank shall provide proper facilities to City's representative(s) for access and inspection. Bank shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the City, subject to the provisions of Section 4 hereinabove.

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

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

Bank represents that neither Bank, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest, which would conflict in any manner with the performances of services hereunder.

15. **Assignment.** This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Bank may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Bank's sole cost and expense.

16. **Compliance with Laws, Rules, Regulations.** Bank shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Bank shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Bank's performance under this Agreement.

17. **Integration; Amendment.** This Agreement represents the entire understanding of City and Bank as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

18. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

19. **Waiver/Validity.** Bank agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the City of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

20. **Jurisdiction.** City and Bank agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the County of Merced.

21. **Notice.** Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows. Nothing hereinabove shall prevent either City or Bank from personally delivering any such notices to the other.

To City:  
City of Los Banos  
520 J Street  
Los Banos, CA 93635  
Attn: Finance Director

To Bank:  
Westamerica Bank  
953 W. Pacheco Boulevard  
Los Banos, CA 93635

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

WESTAMERICA BANK

Date: \_\_\_\_\_, 2016

\_\_\_\_\_  
by:  
Title:

CITY OF LOS BANOS, a California  
municipal corporation

Date: \_\_\_\_\_, 2016

\_\_\_\_\_  
by: Michael Villalta  
Title: Mayor

ATTEST:  
CITY CLERK

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William A. Vaughn  
City Attorney

**EXHIBIT A**

**EXHIBIT B**



City of  
**Los Banos**  
*At the Crossroads of California*

**Agenda Staff Report**

**TO:** Mayor and City Council Members

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

**DATE:** February 3, 2016

**SUBJECT:** Award of Bid for the purchase of One New 2015/16 Model Hook Lift Truck

**TYPE OF REPORT:** Consent Agenda

---

**Recommendation:**

That the City Council adopts the Resolution to:

1. Award of bid for the purchase of One New 2015/16 Model Hook Lift Truck to Gibbs International Truck Centers in the amount of \$120,887.87; and
2. Authorize the Public Works Director/City Engineer to issue a purchase order to Gibbs International Truck Centers in the amount of \$120,887.87 for the purchase of One New 2015/16 Model Hook Lift Truck.

**Background:**

The Public Works Equipment Capital Plan included a hook lift truck in the fleet. Service demands and scheduling in the Department initiated the purchase. The hook-lift versatility allows for a quick exchange of truck body attachments on each truck chassis equipped with a hook-lift. This feature maximizes the work load performance of the City's truck fleet. The City's current inventory has five truck chassis with hook-lift capabilities and fourteen attachments with eight unique functions.

**Discussion:**

Bid documents for the purchase of One New 2015/16 Model Hook Lift Truck were released on Friday, November 20, 2015. A public notice was advertised on Friday, November 20, 2015 in the Los Banos Enterprise. The bid opening occurred on Tuesday January 5, 2016. The Public Works Department, through the office of City Clerk, received eight sealed bids.

The following dealerships responded to the City's invitation:

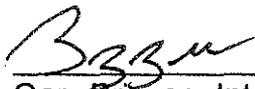
Fred M. Boerner Motor Co.	\$137,532.60
Interstate Truck Center	\$128,901.68
Fresno Truck Center	\$127,991.79
Fresno Truck Center	\$126,470.43
Advance Truck Body	\$134,223.00
E.M. Tharp, Inc.	\$131,012.26
Gibbs International Truck Centers	\$120,887.87
Western Truck Exchange	\$136,620.00

After a detailed review of the submitted bid documents, staff determined Gibbs International Truck Centers supplied the lowest responsive and responsible bid. Therefore, staff is requesting awarding the purchase order to Gibbs International Truck Centers for their total bid price in the amount of \$120,887.87.

**Fiscal Impact:**

The total bid amount of \$120,887.87 has been allocated in the 2015-2016 fiscal budget account number 510-490-100-753.

**Reviewed by:**



Gary Brizzee, Interim City Manager



Sonya Williams, Finance Director

**Attachments:**

- Resolution
- Public Notice
- Bid Opening Sheet
- Fiscal Budget Sheet

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOS BANOS  
AWARDING THE BID FOR THE PURCHASE OF ONE NEW 2015/16  
MODEL HOOK-LIFT TRUCK AND AUTHORIZES THE PUBLIC WORKS  
DIRECTOR/CITY ENGINEER TO ISSUE THE PURCHASE ORDER**

WHEREAS, the City of Los Banos has the responsibility to meet the service demands and scheduling of routine maintenance; and

WHEREAS, the City of Los Banos received sealed bids for the purchase of One New 2015/16 Model Hook-Lift Truck that were officially opened on Tuesday January 5, 2016; and

WHEREAS, it was determined that Gibbs International Truck Centers provided the lowest responsive and responsible bid of \$120,887.87;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Los Banos does hereby accept the bid of \$120,887.87 from Gibbs International Truck Centers for the purchase of One New 2015/16 Model Hook-Lift Truck and authorizes the Public Works Director/ City Engineer to issue the purchase order;

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Los Banos held on the 3rd day of February 2016, by Council Member \_\_\_\_\_ who moved its adoption, which motion was duly seconded by Council Member \_\_\_\_\_ and the Resolution adopted by the following vote:

AYES:  
NOES:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Michael Villalta, Mayor

ATTEST:

\_\_\_\_\_  
Lucille L. Mallonee, City Clerk

# Invitation for Sealed Bids

CITY OF LOS BANOS  
PUBLIC WORKS DEPARTMENT  
411 Madison Avenue  
Los Banos, CA 93635  
(209) 827-7056

NOTICE IS HEREBY GIVEN that the Los Banos Public Works Department invites and will receive sealed bids up to the hour of 2:00 PM Pacific Standard Time (PST), on **Tuesday, January 5, 2016**, for the purchase of **One (1) New 2015/2016 Model Hook-Lift Truck**. At said time, sealed Bid Proposals will be publicly opened and read aloud in the City of Los Banos Council Chambers by the office of the City Clerk at:

**Los Banos City Hall  
520 "J" Street  
Los Banos, California 93635**

Questions regarding the Bid Documents are to be directed to Dan Bronson, Public Works Fleet Coordinator, by writing or email at [dan.bronson@losbanos.org](mailto:dan.bronson@losbanos.org).

Bid Proposals shall be submitted only on forms provided in the Bid Documents. Bid Proposals shall be in the hands of the City Clerk of the City of Los Banos, 520 J Street, Los Banos, California, 93635 on or before the hour of 2:00 PM PST, on **Tuesday, January 5, 2016**. No late Bid Proposals will be accepted and will be returned unopened. No oral, telegraphic, electronic, facsimile, or telephone submittals or modifications will be considered unless specified. Bid Proposals received after the submittal deadline will be rejected and returned to the Bidder unopened.

The Bid Documents can be obtained from the City of Los Banos website at [www.losbanos.org](http://www.losbanos.org).

The City of Los Banos reserves the right to reject any and/or all Bid Proposals received.



City of  
**Los Banos**  
At the Crossroads of California

**BID OPENING**

**PURCHASE OF ONE (1) NEW 2015/2016 MODEL HOOK-LIFT TRUCK**

1. Fred M. Boerner Motor Co.	\$137,532.60
2. Interstate Truck Center	\$128,901.68
3. Fresno Truck Center	\$127,991.79
4. Fresno Truck Center	\$126,470.43
5. Advance Truck Body	\$134,223.00
6. E.M. Tharp, Inc.	\$131,012.26
7. Gibbs International Truck Centers	\$120,887.87
8. Western Truck Exchange	\$136,620.00

Signed: Lucille L. Mallonee  
Lucille L. Mallonee, MMC  
City Clerk/Human Resources Director

Dated: January 5, 2016

Royal Lloyd  
Royal Lloyd  
Public Works Operations Manager

City of Los Banos  
Solid Waste  
2015-2016

Account Number	Description	2012-2013 Actual	2013-2014 Actual	2014-2015 Projected	2015-2016 Adopted
510-490-100-101	Salaries	211,522	212,335	221,173	232,403
510-490-100-102	Part Time	37,693	43,611	45,000	44,155
510-490-100-103	Overtime	1,239	1,391	2,500	1,500
510-490-100-120	Benefits	168,227	178,089	201,510	222,592
	<b>Personnel Services</b>	<b>418,681</b>	<b>435,426</b>	<b>470,183</b>	<b>500,650</b>
510-490-100-201	Grounds Maintenance	1,953	1,635	1,500	1,500
510-490-100-202	Fleet Repair & Maintenance	16,016	19,000	25,000	24,300
510-490-100-203	Equipment Repair & Maint	956	1,928	1,869	2,000
510-490-100-204	Fleet Services	6,763	7,000	16,412	16,844
510-490-100-205	Facility Maintenance	1,986	2,413	4,500	8,000
510-490-100-206	Property Lease	56,280	56,280	56,280	56,280
510-490-100-208	Rental - Vehicles & Equip	9,506	6,833	23,000	32,000
510-490-100-209	Alley Maintenance/Repair	2,842	3,010	3,000	3,000
510-490-100-231	Professional Services	536	52	221	6,000
510-490-100-236	Medical Services	421	942	1,000	1,000
510-490-100-237	Recruitment	208	350	1,000	1,000
510-490-100-238	Technical Services	3,028,320	3,412,955	3,650,000	3,905,500
510-490-100-240	I.T. Services	3,967	4,991	6,932	6,696
510-490-100-250	Insurance	4,960	7,604	9,027	9,329
510-490-100-251	Memberships & Dues	0	0	0	200
510-490-100-252	Communications	2,282	1,818	2,000	2,000
510-490-100-253	Advertising	0	0	0	300
510-490-100-255	Solid Waste Dumping Fees	752,872	756,907	850,000	883,550
510-490-100-256	Permits, Fees & Charges	680	0	131	1,000
510-490-100-257	Travel & Training	412	0	0	0
510-490-100-260	Office Supplies	1,427	2,587	1,500	1,500
510-490-100-262	Uniform Expenses	2,899	2,789	3,000	3,000
510-490-100-264	Electricity & Gas	1,272	1,545	1,480	1,584
510-490-100-265	Gasoline & Oil	28,276	36,000	33,000	31,000
510-490-100-267	General Materials & Supplies	1,965	4,979	5,000	5,000
510-490-100-272	Landfill Closure	0	0	135,000	135,000
510-490-100-273	Special Departmental Exp.	1,431	1,079	2,000	2,000
	<b>Supplies &amp; Services</b>	<b>3,928,230</b>	<b>4,332,697</b>	<b>4,832,852</b>	<b>5,139,583</b>
510-490-100-710	Land Purchase	0	0	0	10,000
510-490-100-720	Building & Structures	13,396	0	0	0
510-490-100-734	Landfill Closure	52,053	975,059	0	0
★ 510-490-100-753	Specialized Equipment	0	83	0	207,000 ★



City of  
**Los Banos**  
*At the Crossroads of California*

---

**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

Date: January 29, 2016

Regarding: Notice of Public Hearing

Proposal: Proposed Ordinance – Temporary Uses

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider and make a recommendation to the Los Banos City Council to adopt a proposed ordinance to regulate and create a process for Temporary Uses on private property in the City of Los Banos.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, February 10, 2016 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Senior Planner, at City Hall or at (209) 827-7000, Ext.133.

All persons are invited to be present at the public hearing. Written and oral testimony is invited. Notice is hereby further given that if you challenge the above described Ordinance in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing per Government Code Section 65009.

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

THE CITY OF LOS BANOS

Stacy Souza Elms  
Senior Planner



City of  
**Los Banos**  
*At the Crossroads of California*

---

**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

Date: January 29, 2016

Regarding: Notice of Public Hearing

Proposal: City of Los Banos Draft Housing Element 2014-2023

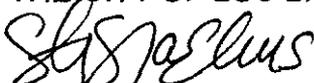
NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider a recommendation to the Los Banos City Council for a proposed General Plan Amendment that would update the Housing Element of the Los Banos General Plan pursuant to State law. The purpose of the Housing Element is to establish specific goals, policies and objectives relative to the provision of housing and to adopt an action plan toward this end. In addition, the Housing Element identifies and analyzes housing needs and resources and constraints to meeting those needs. A copy of the City of Los Banos Draft Housing Element 2014-2023 is available for public review at: [www.losbanos.org](http://www.losbanos.org).

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Los Banos Planning Commission on Wednesday, February 10, 2016 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Senior Planner, at City Hall or at (209) 827-7000, Ext.133.

All persons are invited to be present at the public hearing. Written and oral testimony is invited. Notice is hereby further given that if you challenge the above described item in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this Notice, or in written correspondence delivered to the Planning Commission at, or prior to, the public hearing per Government Code Section 65009.

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

THE CITY OF LOS BANOS

  
Stacy Souza Elms  
Senior Planner



City of  
**Los Banos**  
*At the Crossroads of California*

---

**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT**

Date: January 29, 2016

Regarding: Notice of Public Hearing

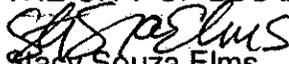
Proposal: General Plan Amendment #2016-01, Zone Change #2016-01 and  
Conditional Use Permit #2016-02 – Sprig Haven Farms LLC

NOTICE IS HEREBY GIVEN THAT a Public Hearing will be held by the Los Banos Planning Commission to consider recommending to the Los Banos City Council General Plan Amendment #2016-01, Zone Change #2016-01, Conditional Use Permit #2016-02, and amendment of the Stonecreek South Area Plan for Sprig Haven Farms LLC. The project proposal is for the amendment of the General Plan designation of approximately 21 acres currently designated as Neighborhood Commercial, Park, and Medium Density into Commercial; rezone the same property from Neighborhood Commercial (CN) to Highway Commercial (H-C); and to consider allowing the use of manufacturing metal storage containers on-site. The project is located at 1725 W. Pacheco Blvd., more specifically identified as Assessor's Parcel Numbers: 430-010-004, 005 and 430-010-040.

A PUBLIC HEARING on this matter will be held at the next scheduled meeting of the Planning Commission on Wednesday, February 10, 2016 at 7:00 p.m. in the Council Chambers of Los Banos City Hall located at 520 "J" Street. Questions regarding the above-referenced item may be directed to Stacy Souza Elms, Senior Planner at City Hall or at (209) 827-7000, Ext. 133.

Persons wishing to provide oral comments on the proposed project may do so at this meeting or may provide written comments on this matter prior to the public meeting. Written comments may be sent by U.S. Mail or hand delivered to the City of Los Banos City Hall at 520 "J" Street, Los Banos, California 93635. Please be advised that should the action by the City Council be challenged in court, you may be limited to only those issues raised at the public hearings or by written comment per Government Code Section 65009.

THE CITY OF LOS BANOS

  
Stacy Souza Elms  
Senior Planner