



**AGENDA**  
**CITY OF GUSTINE**  
**CITY COUNCIL**  
COUNCIL CHAMBERS, CITY HALL  
352 5<sup>th</sup> STREET GUSTINE, CALIFORNIA  
**FEBRUARY 17, 2015 – 6:30 P.M.**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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**ROLL CALL**

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Council Members: Hasness – Nagy – Anderson - Mayor Pro Tem Oliveira - Mayor Brazil

**PRESENTATIONS**

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1. **Bond Community Oversight Committee**  
Lizett Aguilar, Chief Business Officer, Gustine Unified School District
  
2. **Highway 33/140 Transportation Project Update**  
Mario Gouveia, City Engineer

**ORAL COMMUNICATIONS**

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*At this time, any person may comment on any item which is not on the agenda. PLEASE STATE YOUR NAME AND ADDRESS FOR THE RECORD. Action will not be taken on the topic unless deemed an urgency matter by a 3/5 vote of the City Council. Topics not considered an urgency matter may be referred to City staff and/or placed on a subsequent agenda for consideration, by a 3/5 vote of the City Council.*

*Members of the public, who have questions regarding a specific agenda item, may comment on that item before consideration of that item, when recognized by the Mayor.*

**CONSENT CALENDAR**

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*All matters listed under the Consent Calendar are considered routine and may be approved by one action of the City Council, unless any member of the City Council wishes to remove an item for separate consideration.*

*Are there any items on the consent calendar that any member of the public would like to comment on?*

3. **Minutes of the February 3, 2015 Regular Meeting**  
*Recommendation: Review and approve*
  
4. **Warrants**  
*Recommendation: Review and approve*

**ADMINISTRATIVE AGENDA**

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5. **Consider Request from Sober Grad Committee for Use of the Goman Community Center**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to approve fee waiver request*

6. **Consider Request from Gustine Youth Baseball Softball for Use of the Goman Community Center**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to approve fee waiver request*
  
7. **Consider, Accept, and Approve the Airport Capital Improvement Program (ACIP)**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to accept and approve of the 2015 Airport Capital Improvement Program ACIP*
  
8. **Consider Approval of Supplemental Agreement with Gouveia Engineering and Authorizing City Manager to Execute Agreement**
  1. *Receive Staff Report*
  2. *Receive public comment*
  3. *Consider a motion to approve the supplemental agreement and authorize the City Manager to execute the agreement*
  
9. **Consider Designation of Subcommittee for the Gustine Centennial Celebration Committee**
  1. *Receive Staff Report*
  2. *Receive public comment*
  3. *Consider a motion to designate a subcommittee of two Council members*

#### **CITY DEPARTMENT REPORTS**

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#### **CITY MANAGER REPORT**

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#### **CITY COUNCIL REPORTS**

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#### **CLOSED SESSION**

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1. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Clerks Association.**
  
2. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Public Works Association.**
  
3. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Police Officers Association.**

#### **ADJOURNMENT**

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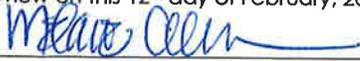
**Note:**

1. *In compliance with the Americans with Disabilities Act, a disabled person requesting a disability-related modification or accommodation to participate in this meeting, must contact City Hall at (209) 854-6471 or (209) 854-2127 (fax). Requests must be made as early as possible, preferably one-full business day before the start of the meeting.*
  
2. *Any document provided to a majority of the City Council regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of City Hall*

located at 352 5<sup>th</sup> Street, Gustine, CA. Documents or writings received after the general distribution of the agenda are also available for inspection.

**CERTIFICATION**

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5<sup>th</sup> Street, Gustine CA and made available for public review on this 12<sup>th</sup> day of February, 2015, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF  
REGULAR MEETING  
FEBRUARY 3, 2015**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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Mayor Pro Tem Oliveira called the meeting to order at 6:30 P.M. and conducted the pledge of allegiance.

Mayor Pro Tem Oliveira advised that Mayor Brazil was absent to care for his mother who recent underwent back surgery. He wished her a speedy recovery.

**ROLL CALL**

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Council Members: Nagy, Hasness, Anderson, Oliveira

Staff Present: City Manager Sean Scully, Police Chief Doug Dunford, Finance Manager Jami Westervelt, Public Works Director Kathryn Reyes, City Attorney Josh Nelson, and Deputy City Clerk Melanie Correa

**PRESENTATIONS**

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**ORAL COMMUNICATIONS**

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Derek Alexander, of 72 Via Jodi, Gustine, requested that the Camping and RV parking restriction ordinance could be enforced in his neighborhood. Mayor Pro Tem Oliveira invited Mr. Alexander to schedule a meeting with the Chief of Police to address his concern.

**CONSENT CALENDAR**

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1. **Minutes of the January 20, 2015 Regular Meeting**  
*Recommendation: Review and approve*
2. **Warrants**  
*Recommendation: Review and approve*

Mayor Pro Tem Oliveira introduced the consent calendar. There was no public comment. Council member Anderson made a motion to approve the consent calendar. The motion was seconded by Council member Hasness, and carried 4-0 with Mayor Brazil absent.

**ADMINISTRATIVE AGENDA**

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Mayor Pro Tem Oliviera advised that Administrative Item #8 would be heard first.

8. **Consider Adopting the City Financial Audit for Fiscal Year 2012-2013**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Review and accept*

Finance Manager Westervelt presented the staff report. Jim Gozzo, Audit Manager, Nicholson & Olson, LLP, presented the audit to Council. There was no public comment. Mayor Pro Tem thanked staff and Mr. Gozzo for their hard work to complete the audit process. Council member Nagy made a motion to approve the audit report, single audit and SAS letter for fiscal year 2012-2013. The

motion was seconded by Council member Anderson, and carried 4-0 with Mayor Brazil absent.

**3. Consider Approval of Expenditure for the Purchase of Radio Read Water Meters**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve the expenditure of \$24,000 for the purchase of radio read water meters*

Public Works Director Reyes presented the staff report. City Manager Scully also provided information on the item. There was no public comment. After some discussion, Council member Hasness moved to approve the expenditure. The motion was seconded by Council member Anderson, and carried 4-0 with Mayor Brazil absent.

**4. Consider Request from Healthy House for Use of the Library Meeting Room for a Covered California Information and Enrollment Event**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve fee waiver request*

City Manager Scully presented the staff report. There was no public comment. After a brief discussion, Council member Nagy made a motion to waive only the \$50 rental fee. The motion was seconded by Council member Anderson, and carried 4-0 with Mayor Brazil absent.

**5. Consider Mayor's Appointments to Boards, Commissions and Committees**

1. *Receive Staff Report*
2. *Receive public comment*
3. *Consider a motion to approve the appointments*

City Manager Scully presented the staff report. There was no public comment. Council member Nagy made a motion to approve the Mayor's Appointments. The motion was seconded by Council member Hasness, and carried 4-0 with Mayor Brazil absent.

**6. Consider Designation of Subcommittee for City Attorney Request for Proposal and Selection Process**

1. *Receive Staff Report*
2. *Receive public comment*
3. *Consider a motion to designate a subcommittee of two Council members*

City Manager Scully presented the staff report. There was no public comment. Council nominated Mayor Brazil and Council member Nagy as subcommittee members. Council member Hasness made a motion to approve the nomination. The motion was seconded by Mayor Pro Tem Oliveira and carried 4-0, with Mayor Brazil absent.

**7. Discussion on the City of Gustine Centennial Activities**

1. *Receive Staff Report*
2. *Receive public comment*
3. *Discuss and provide staff with direction*

Mayor Pro Tem introduced the item. Pat Snoke, of the Gustine Historical Society, advised that Merced County Historical Society would be featuring Gustine's Centennial from July 2015 to September 2015. She also offered the Gustine Historical Society's assistance in any event related to the City's Centennial. Mayor Pro Tem Oliveira inquired about the whereabouts of the historic cow sign. He also mentioned the time capsule in Henry Miller Park that needs to be unearthed and possibly updated and replaced. Mayor Pro Tem Oliveira also offered the suggestion of a dinner to honor the historical families of Gustine. Council member Hasness entertained the idea of gathering ideas from the community at the 4<sup>th</sup> of July festivities. She'd like to see something to give back to community. City Manager Scully advised on the Mayor's behalf, who had ideas of a free gathering in the park, with vendors as a thank you to the community. He went on to state that staff could send out letters to all of Gustine's service groups inquiring of their interest in participating in the Centennial festivities. City Attorney Josh Nelson advised that ad hoc committees must be comprised of 2 Council members, and could then hold meetings in public forum style. City Manager Scully advised that he would bring an administrative item forth at future meeting to make Committee nominations.

### **CITY DEPARTMENT REPORTS**

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Gustine High Student Representative Simranjit Kaur advised on recent and future school events.

Police Chief Dunford advised on the status of the new police cars. He also updated on his department's 2015 statistics to date. Lastly, he advised that his department had started recruiting for a police officer.

Public Works Director Reyes gave an update on the removal of the holiday decorations. She advised on her attendance at the MCAG One Voice kick off meeting, where she presented our Downtown Revitalization.

### **CITY MANAGER REPORT**

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City Manager Scully advised that Council would hold a Goal Setting Workshop on February 17<sup>th</sup> at 3:30P.M. He also advised that the Planning Commission would be meeting on February 11. Lastly, he gave an update on the Self Help building permits.

### **CITY COUNCIL REPORTS**

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Council member Hasness thanked Finance Manager Westervelt for working through the audit. She inquired on the status of mistletoe eradication, to which Public Works Director Reyes provided clarification.

Council member Anderson thanked Finance Manager Westervelt for her hard work.

Council member Nagy thanked staff for completing the audit. He also welcomed any ideas for the Centennial from the community. He announced that Gustie High School boys basketball season was coming to an end, but that the girls' teams were still playing strong. Lastly, he inquired on the Pacific Gas & Electric Pipeline Pathways program tree replacement project, to which City Manager Scully and Public Works Director Reyes provided information.

Mayor Pro Tem Oliveira inquired about radio control security. City Manager Scully provided information.

**CLOSED SESSION**

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- 1. PUBLIC EMPLOYEMENT PERFORMANCE EVALUATION**  
**Title: Project and Management Consultant**

Council returned from closed session and advised that there was no reportable action.

**ADJOURNMENT**

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Council member Anderson moved to adjourn the meeting. The motion was seconded by Council member Hasness. The meeting adjourned at 8:24 P.M.

**ATTEST:**

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**CITY CLERK**

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**MAYOR BRAZIL**



# Warrant List

## By Vendor Name

Post Dates 02/04/2015 - 02/17/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: ACE HARDWARE OF GUSTINE</b>				
ACE HARDWARE OF GUSTI	266488	39350	SAFETY POSTERS/SUPPLIE	5.07
ACE HARDWARE OF GUSTI	266488	39350	SAFETY POSTERS/SUPPLIE	5.07
ACE HARDWARE OF GUSTI	266488	39350	SAFETY POSTERS/SUPPLIE	5.07
ACE HARDWARE OF GUSTI	266488	39350	SAFETY POSTERS/SUPPLIE	5.07
ACE HARDWARE OF GUSTI	266489	39350	STORAGE XMAS	17.27
ACE HARDWARE OF GUSTI	266507	39350	TOOL	8.09
ACE HARDWARE OF GUSTI	266701	39350	KEY REPLACEMENT	4.30
ACE HARDWARE OF GUSTI	266862	39350	PARKS IRRIGATION	8.18
ACE HARDWARE OF GUSTI	266894	39350	PARK PARTS	2.46
ACE HARDWARE OF GUSTI	266901	39350	PARK IRRIGATION	5.92
ACE HARDWARE OF GUSTI	267306	39350	PW PARTS	9.78
ACE HARDWARE OF GUSTI	267327	39350	WATER REPAIR PARTS	37.55
ACE HARDWARE OF GUSTI	267393	39350	WATER REPAIRS	10.79
ACE HARDWARE OF GUSTI	267486	39350	REPAIR CLAMP	8.09
ACE HARDWARE OF GUSTI	267808	39350	WATER SUPPLIES	9.69
ACE HARDWARE OF GUSTI	267849	39350	TOGGLE SWITCH/MOWER	4.85
ACE HARDWARE OF GUSTI	267920	39350	PD UPS MAILING	9.15
ACE HARDWARE OF GUSTI	267938	39350	SAFETY POSTERS/SUPPLIE	1.90
ACE HARDWARE OF GUSTI	267938	39350	SAFETY POSTERS/SUPPLIE	1.88
ACE HARDWARE OF GUSTI	267938	39350	SAFETY POSTERS/SUPPLIE	1.88
ACE HARDWARE OF GUSTI	267938	39350	SAFETY POSTERS/SUPPLIE	1.88
ACE HARDWARE OF GUSTI	268045	39350	WATER REPAIR PARTS	34.95
ACE HARDWARE OF GUSTI	268047	39350	CLEANING SUPPLIES	45.86
ACE HARDWARE OF GUSTI	268054	39350	WATER REPAIR PARTS	33.45
ACE HARDWARE OF GUSTI	268110	39350	WATER SUPPLIES	8.40
ACE HARDWARE OF GUSTI	268133	39350	PARKS VEH SUPPLIES	4.31
ACE HARDWARE OF GUSTI	268190	39350	PD TOOLS	10.79
ACE HARDWARE OF GUSTI	268805	39350	WWTP PARTS	20.30
ACE HARDWARE OF GUSTI	268838	39350	WATER SUPPLIES	14.81
ACE HARDWARE OF GUSTI	268942	39350	BULBS GOMAN CNTR	44.27
ACE HARDWARE OF GUSTI	269055	39350	BULBS AIRPORT	42.09
ACE HARDWARE OF GUSTI	269069	39350	SEWER SUPPLIES	5.93
ACE HARDWARE OF GUSTI	269101	39350	BLADES	3.77
ACE HARDWARE OF GUSTI	269116	39350	PARK LOCK	34.54
ACE HARDWARE OF GUSTI	269175	39350	STREETS	26.10
ACE HARDWARE OF GUSTI	269196	39350	STREETS	38.10
ACE HARDWARE OF GUSTI	CM269258	39350	PAYMENT CREDIT	-2.26
<b>Vendor ACE HARDWARE OF GUSTINE Total:</b>				<b>529.35</b>
<b>Vendor: AMERIPRIDE</b>				
AMERIPRIDE	1501286649	39353	FD SUPPLIES	58.01
<b>Vendor AMERIPRIDE Total:</b>				<b>58.01</b>
<b>Vendor: ARAMARK UNIFORM SERVICES INC</b>				
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	0.96
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	0.95
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	1.91
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	1.72
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	4.01

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	7.84
ARAMARK UNIFORM SERV	506-3568386	39354	PW UNIFORMS	1.72
<b>Vendor ARAMARK UNIFORM SERVICES INC Total:</b>				<b>19.11</b>
<b>Vendor: AT&amp;T CALNET 2</b>				
AT&T CALNET 2	000006218110	39355	TELEPHONE S2343425696	4.30
AT&T CALNET 2	000006218110	39355	TELEPHONE S2343425696	43.02
AT&T CALNET 2	000006218110	39355	TELEPHONE S2343425696	17.21
AT&T CALNET 2	000006218110	39355	TELEPHONE S2343425696	17.21
AT&T CALNET 2	000006218110	39355	TELEPHONE S2343425696	4.31
AT&T CALNET 2	000006218111	39355	TELEPHONE 23434257036	19.32
AT&T CALNET 2	000006218111	39355	TELEPHONE 23434257036	193.21
AT&T CALNET 2	000006218111	39355	TELEPHONE 23434257036	77.28
AT&T CALNET 2	000006218111	39355	TELEPHONE 23434257036	77.28
AT&T CALNET 2	000006218111	39355	TELEPHONE 23434257036	19.33
AT&T CALNET 2	000006218114	39355	TELEPHONE 20985468310	0.86
AT&T CALNET 2	000006218114	39355	TELEPHONE 20985468310	8.62
AT&T CALNET 2	000006218114	39355	TELEPHONE 20985468310	3.45
AT&T CALNET 2	000006218114	39355	TELEPHONE 20985468310	3.45
AT&T CALNET 2	000006218114	39355	TELEPHONE 20985468310	0.86
<b>Vendor AT&amp;T CALNET 2 Total:</b>				<b>489.71</b>
<b>Vendor: BB PRINTS IT</b>				
BB PRINTS IT	14057	39356	T-SHIRT SOFTBALL	175.29
<b>Vendor BB PRINTS IT Total:</b>				<b>175.29</b>
<b>Vendor: BLUELINE RENTAL LLC</b>				
BLUELINE RENTAL LLC	1798680-0001	39357	PW PART	157.39
<b>Vendor BLUELINE RENTAL LLC Total:</b>				<b>157.39</b>
<b>Vendor: CALIFORNIA STATE DISBURSEMENT UNIT</b>				
CALIFORNIA STATE DISBU	PR- 2/7/15	39358	PAYROLL DEDUCTION	242.30
<b>Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:</b>				<b>242.30</b>
<b>Vendor: CHAMBER OF COMMERCE</b>				
CHAMBER OF COMMERCE	2015 DUES	39359	CHAMBER DUES	20.00
<b>Vendor CHAMBER OF COMMERCE Total:</b>				<b>20.00</b>
<b>Vendor: CITY OF GUSTINE</b>				
CITY OF GUSTINE	FEB 2015	39360	BORRELLI WATER	21.36
<b>Vendor CITY OF GUSTINE Total:</b>				<b>21.36</b>
<b>Vendor: CITY OF LOS BANOS</b>				
CITY OF LOS BANOS	0644895	39361	DECEMBER 2014 INMATE	210.00
CITY OF LOS BANOS	0644974	39361	JAN 2015 INMATE BILLING	105.00
<b>Vendor CITY OF LOS BANOS Total:</b>				<b>315.00</b>
<b>Vendor: COOK'S COMMUNICATIONS</b>				
COOK'S COMMUNICATIO	122777	39362	FD SUPPLIES	63.67
<b>Vendor COOK'S COMMUNICATIONS Total:</b>				<b>63.67</b>
<b>Vendor: CSG CONSULTING - PRECISION</b>				
CSG CONSULTING - PRECIS	7084	39363	PERMIT ISSUANCE	2,945.27
<b>Vendor CSG CONSULTING - PRECISION Total:</b>				<b>2,945.27</b>
<b>Vendor: DICK SNYDER</b>				
DICK SNYDER	865660	39364	ABATEMENT PROPERTY	300.00
<b>Vendor DICK SNYDER Total:</b>				<b>300.00</b>
<b>Vendor: DIVERSIFIED RISK/HUB INTERNATIONAL</b>				
DIVERSIFIED RISK/HUB INT	JAN 2015	39365	JAN 2015 EVENT INSURAN	376.90
<b>Vendor DIVERSIFIED RISK/HUB INTERNATIONAL Total:</b>				<b>376.90</b>

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: EFTPS</b>				
EFTPS	QTR 4 2014	1653	QUARTER 4 2014 AMOUN	6,644.70
EFTPS	PR- 2/7/15	1655	PAYROLL TAXES	7,396.25
EFTPS	PR- 2/7/15	1655	PAYROLL TAXES	5,200.72
<b>Vendor EFTPS Total:</b>				<b>19,241.67</b>
<b>Vendor: EMERGENCY VEHICLE SPECIALISTS</b>				
EMERGENCY VEHICLE SPE	3736	39366	PD EQUIPMNT NEW VEHIC	1,760.00
EMERGENCY VEHICLE SPE	3736	39366	PD EQUIPMNT NEW VEHIC	1,440.00
EMERGENCY VEHICLE SPE	3736	39366	PD EQUIPMNT NEW VEHIC	4,800.00
<b>Vendor EMERGENCY VEHICLE SPECIALISTS Total:</b>				<b>8,000.00</b>
<b>Vendor: EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	19.39
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	12.93
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	10.02
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	32.32
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	636.84
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	64.63
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	9.70
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	48.48
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	6.46
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	10.02
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	9.70
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	3.24
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	90.49
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	1.61
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	9.06
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	6.46
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	6.46
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	58.50
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	3.24
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	64.63
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	2.58
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	7.76
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	2.91
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	5.82
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	45.24
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	105.35
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	19.39
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	4.52
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	22.63
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	203.50
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	36.20
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	89.72
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	19.39
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	1.94
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	19.39
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	176.12
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	9.70
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	38.78
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	10.99
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	3.24
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	6.46

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
EMPLOYMENT DEVELOPM	2014Q4	39367	STATE UNEMPLOYMENT B	3.19
<b>Vendor EMPLOYMENT DEVELOPMENT DEPARTMENT Total:</b>				<b>1,939.00</b>
<b>Vendor: EMPLOYMENT DEVELOPMENT DEPT</b>				
EMPLOYMENT DEVELOPM	2014 QTR 4	1654	QUARTER 4 2014	854.06
EMPLOYMENT DEVELOPM	PR- 2/7/15	1656	PAYROLL TAXES	1,611.64
EMPLOYMENT DEVELOPM	PR- 02/07/15	1657	PAYROLL TAXES	416.28
<b>Vendor EMPLOYMENT DEVELOPMENT DEPT Total:</b>				<b>2,881.98</b>
<b>Vendor: G&amp;K SERVICES</b>				
G&K SERVICES	1057884808	39368	PW UNIFORMS	2.61
G&K SERVICES	1057884808	39368	PW UNIFORMS	2.61
G&K SERVICES	1057884808	39368	PW UNIFORMS	5.21
G&K SERVICES	1057884808	39368	PW UNIFORMS	4.69
G&K SERVICES	1057884808	39368	PW UNIFORMS	10.95
G&K SERVICES	1057884808	39368	PW UNIFORMS	21.37
G&K SERVICES	1057884808	39368	PW UNIFORMS	4.69
G&K SERVICES	1057887331	39368	PW UNIFORMS	2.13
G&K SERVICES	1057887331	39368	PW UNIFORMS	2.13
G&K SERVICES	1057887331	39368	PW UNIFORMS	4.26
G&K SERVICES	1057887331	39368	PW UNIFORMS	3.84
G&K SERVICES	1057887331	39368	PW UNIFORMS	8.95
G&K SERVICES	1057887331	39368	PW UNIFORMS	17.48
G&K SERVICES	1057887331	39368	PW UNIFORMS	3.84
<b>Vendor G&amp;K SERVICES Total:</b>				<b>94.76</b>
<b>Vendor: GILTON SOLID WASTE MANAGEMENT INC</b>				
GILTON SOLID WASTE MA	JAN 2015 BINS	39369	REFUSE BINS	244.76
<b>Vendor GILTON SOLID WASTE MANAGEMENT INC Total:</b>				<b>244.76</b>
<b>Vendor: GOUVEIA ENGINEERING INC</b>				
GOUVEIA ENGINEERING I	3855	39370	DBE PLAN-ADA COMPLIAN	49.88
GOUVEIA ENGINEERING I	3858	39370	PW GENERAL	49.88
GOUVEIA ENGINEERING I	3859	39370	WATER GENERAL	13.13
GOUVEIA ENGINEERING I	3860	39370	CONSTRUCT ROUNDABOU	719.25
GOUVEIA ENGINEERING I	3861	39370	AIRPORT GENERAL	270.00
GOUVEIA ENGINEERING I	3862	39370	LOT LINE ADJUSTMENT RE	228.38
<b>Vendor GOUVEIA ENGINEERING INC Total:</b>				<b>1,330.52</b>
<b>Vendor: IEH AQUATIC RESEARCH</b>				
IEH AQUATIC RESEARCH	128241	39371	WW ANALYSIS	104.00
IEH AQUATIC RESEARCH	128245	39371	WW ANALYSIS	522.00
<b>Vendor IEH AQUATIC RESEARCH Total:</b>				<b>626.00</b>
<b>Vendor: INFOSEND BILLING</b>				
INFOSEND BILLING	88579	39372	UTLITY BILLING	695.63
INFOSEND BILLING	88579	39372	UTLITY BILLING	26.15
INFOSEND BILLING	88579	39372	UTLITY BILLING	177.79
INFOSEND BILLING	88579	39372	UTLITY BILLING	177.79
INFOSEND BILLING	88579	39372	UTLITY BILLING	141.18
<b>Vendor INFOSEND BILLING Total:</b>				<b>1,218.54</b>
<b>Vendor: MERCED COUNTY TAX COLLECTOR</b>				
MERCED COUNTY TAX COL	FEB 15 063-050-046-000	39373	PYMNT #2 063-050-046-0	419.61
MERCED COUNTY TAX COL	FEB 15 063-130-066-000	39373	PYMNT #2 063-130-0666-	1,571.09
MERCED COUNTY TAX COL	FEB 15 063-130-067-000	39373	PYMNT #2 063-130-067-0	541.67
MERCED COUNTY TAX COL	FEB 15 063-160-006-000	39373	PYMNT #2 063-160-006-0	2,412.39
MERCED COUNTY TAX COL	FEB 15 063-160-007-000	39373	PYMNT #2 063-160-007-0	1,086.68
MERCED COUNTY TAX COL	FEB 15 063-160-014-000	39373	PYMNT #2 063-160-014-0	1,235.46
MERCED COUNTY TAX COL	FEB 15 063-160-023-000	39373	PYMNT #2 063-160-023-0	964.04

## Warrant List

Post Dates: 02/04/2015 - 02/17/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
MERCED COUNTY TAX COL	FEB 15 063-160-024-000	39373	PYMNT #2 063-160-024-0	803.84
MERCED COUNTY TAX COL	FEB 15 063-320-013-000	39373	PYMNT #2 063-020-013-0	41.84
<b>Vendor MERCED COUNTY TAX COLLECTOR Total:</b>				<b>9,076.62</b>
<b>Vendor: NICHOLSON &amp; OLSON</b>				
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	3,427.50
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	1,828.00
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	1,828.00
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	457.00
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	1,142.50
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	4,341.50
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	4,341.50
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	4,341.50
NICHOLSON & OLSON	JAN 2015	39374	PYMNT 1 12/13 AUDIT	1,142.50
<b>Vendor NICHOLSON &amp; OLSON Total:</b>				<b>22,850.00</b>
<b>Vendor: NORMAC</b>				
NORMAC	617974	39375	IRRIGATION TRAINING	20.00
<b>Vendor NORMAC Total:</b>				<b>20.00</b>
<b>Vendor: NUNES AUTO CARE</b>				
NUNES AUTO CARE	01192014	39376	WW TRUCK REPAIR	44.65
<b>Vendor NUNES AUTO CARE Total:</b>				<b>44.65</b>
<b>Vendor: OPERATING ENGINEERS LOCAL #3</b>				
OPERATING ENGINEERS L	PR- 02/07/15	39377	PAYROLL DEDUCTIONS	188.00
OPERATING ENGINEERS L	PR- 2/7/15	39377	PAYROLL DEDUCTIONS	88.00
<b>Vendor OPERATING ENGINEERS LOCAL #3 Total:</b>				<b>276.00</b>
<b>Vendor: P G &amp; E</b>				
P G & E	02172015 MARQUEE	39378	MARQUEE ELECTRIC	220.46
<b>Vendor P G &amp; E Total:</b>				<b>220.46</b>
<b>Vendor: PARREIRAS AUTO REPAIR</b>				
PARREIRAS AUTO REPAIR	27399AB	39379	PD LUBE/ FUEL FILL/AIR FI	133.84
PARREIRAS AUTO REPAIR	27401	39379	PD OIL FILTER/ FUEL FILL	120.34
PARREIRAS AUTO REPAIR	27404	39379	PD LUBE/OIL	121.64
PARREIRAS AUTO REPAIR	27504AB	39379	PD TIRE	20.00
PARREIRAS AUTO REPAIR	27514	39379	PD TIRE REPAIR	49.95
<b>Vendor PARREIRAS AUTO REPAIR Total:</b>				<b>445.77</b>
<b>Vendor: POLICE OFFICERS ASSOC</b>				
POLICE OFFICERS ASSOC	PR- 2/7/15	39380	PAYROLL DEDUCTIONS	480.00
<b>Vendor POLICE OFFICERS ASSOC Total:</b>				<b>480.00</b>
<b>Vendor: PUBLIC EMP RETIREMENT SYSTEM</b>				
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	32.82
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	41.04
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	23.83
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	5,164.05
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	211.41
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	91.68
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	92.99
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	31.04
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	37.11
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	16.41
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	30.56
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	218.58
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	6.62
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	32.83
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	26.48

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	143.18
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	30.56
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	191.34
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	31.26
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	11.92
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	31.43
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	264.76
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	79.44
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	116.03
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	213.92
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	685.75
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	173.41
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	79.44
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	49.73
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	183.36
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	629.51
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	54.47
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	19.05
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	13.24
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	37.88
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	30.56
PUBLIC EMP RETIREMENT	PR- 1/24/15	1659	RETIREMENT CONTRIBUTI	3,622.54
<b>Vendor PUBLIC EMP RETIREMENT SYSTEM Total:</b>				<b>12,750.23</b>
<b>Vendor: QUICK PC SUPPORT</b>				
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	21.70
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	21.70
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	108.50
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	32.55
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	32.55
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	21.70
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	32.55
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	162.75
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	217.00
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	217.00
QUICK PC SUPPORT	9506	39381	I.T. SUPPORT	217.00
QUICK PC SUPPORT	9507	39381	PD I.T. BACKUP	145.00
QUICK PC SUPPORT	9508	39381	PD I.T. SUPPORT	945.00
<b>Vendor QUICK PC SUPPORT Total:</b>				<b>2,175.00</b>
<b>Vendor: RICO PFITZER PIRES &amp; ASSOC</b>				
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	6.07
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	3.37
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	10.45
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	10.12
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	236.01
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	33.71
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	14.50
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	30.35
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	6.74

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	26.13
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	33.72
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	0.67
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	2.53
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	3.03
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	5.39
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	10.11
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	11.80
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	20.23
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	91.37
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	8.43
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	10.11
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	20.23
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	92.71
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	1.66
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	6.74
RICO PFITZER PIRES & ASS	122	39382	HEALTH INSURANCE ADMI	3.37
<b>Vendor RICO PFITZER PIRES &amp; ASSOC Total:</b>				<b>708.00</b>
<b>Vendor: R-SAFE SPECIALTY</b>				
R-SAFE SPECIALTY	00025089	39383	GLOVES	191.57
<b>Vendor R-SAFE SPECIALTY Total:</b>				<b>191.57</b>
<b>Vendor: STATE STREET BANK &amp; TRUST COMPANY</b>				
STATE STREET BANK & TR	PR- 2/7/15	1658	PAYROLL DEDUCTION	125.00
<b>Vendor STATE STREET BANK &amp; TRUST COMPANY Total:</b>				<b>125.00</b>
<b>Vendor: TESEI PETROLEUM</b>				
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	50.20
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	379.63
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	38.40
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	127.77
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	27.39
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	133.71
TESEI PETROLEUM	INV0006975	39384	FUEL FD/PD/PW VEHICLE	134.16
<b>Vendor TESEI PETROLEUM Total:</b>				<b>891.26</b>
<b>Vendor: THE OFFICE CITY</b>				
THE OFFICE CITY	IN-1255839	39385	PD OFFICE SUPPLIES	24.39
THE OFFICE CITY	IN-1256200	39385	OFFICE SUPPLIES	9.39
<b>Vendor THE OFFICE CITY Total:</b>				<b>33.78</b>
<b>Vendor: THOMSON REUTERS / WEST</b>				
THOMSON REUTERS / WE	0830800365	39386	INFO SERVICES	196.35
<b>Vendor THOMSON REUTERS / WEST Total:</b>				<b>196.35</b>
<b>Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES</b>				
TRI COUNTIES BANK CARD	020142015 DD SUPPLIES	39387	PD SUPPLIES MCAFFEE/BA	65.10
TRI COUNTIES BANK CARD	02042015 DD MBRSH	39387	PD MEMBERSHIP	150.00
TRI COUNTIES BANK CARD	02042015 GG OFFICE	39387	OFFICE SUPPLIES	25.23
TRI COUNTIES BANK CARD	02042015 GG OFFICE	39387	OFFICE SUPPLIES	6.31
TRI COUNTIES BANK CARD	02042015 GG OFFICE	39387	OFFICE SUPPLIES	94.61
TRI COUNTIES BANK CARD	02042015 GG OFFICE	39387	OFFICE SUPPLIES	94.61
TRI COUNTIES BANK CARD	02042015 GG OFFICE	39387	OFFICE SUPPLIES	94.60
TRI COUNTIES BANK CARD	02042015 KR SAFETY	39387	SAFETY POSTERS/SUPPLIE	47.18
TRI COUNTIES BANK CARD	02042015 KR SAFETY	39387	SAFETY POSTERS/SUPPLIE	47.18
TRI COUNTIES BANK CARD	02042015 KR SAFETY	39387	SAFETY POSTERS/SUPPLIE	47.18
TRI COUNTIES BANK CARD	02042015 KR SAFETY	39387	SAFETY POSTERS/SUPPLIE	47.16
TRI COUNTIES BANK CARD	02042015 KR SUB	39387	SUBSCRIPT/MBR WATER	315.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
TRI COUNTIES BANK CARD	02042015 KR TENNIS	39387	TENNIS COURT REPAIR SU	399.20
TRI COUNTIES BANK CARD	02042015 KR WATER SUP	39387	WATER SUPPLY	130.85
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	220.75
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	73.58
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	73.58
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	29.43
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	515.11
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	412.07
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	73.58
TRI COUNTIES BANK CARD	02042015 SS CONF RMS	39387	LEAGUE CONFERENCE REG	73.58
TRI COUNTIES BANK CARD	02042015 SS WEB	39387	CREDIT CARD SS - I.T.	3.00
TRI COUNTIES BANK CARD	02042015 SS WEB	39387	CREDIT CARD SS - I.T.	20.40
TRI COUNTIES BANK CARD	02042015 SS WEB	39387	CREDIT CARD SS - I.T.	16.20
TRI COUNTIES BANK CARD	02042015 SS WEB	39387	CREDIT CARD SS - I.T.	20.40
TRI COUNTIES BANK CARD	02042015	39387	PD MEETING	40.00
<b>Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:</b>				<b>3,135.89</b>
<b>Vendor: TYLER TECHNOLOGIES, INC.</b>				
TYLER TECHNOLOGIES, IN	025-114209	39388	SOFTWARE LICENSE YEARL	433.10
TYLER TECHNOLOGIES, IN	025-114209	39388	SOFTWARE LICENSE YEARL	433.10
TYLER TECHNOLOGIES, IN	025-114209	39388	SOFTWARE LICENSE YEARL	2,490.31
TYLER TECHNOLOGIES, IN	025-114209	39388	SOFTWARE LICENSE YEARL	2,490.31
TYLER TECHNOLOGIES, IN	025-114209	39388	SOFTWARE LICENSE YEARL	2,490.31
TYLER TECHNOLOGIES, IN	025-114209	39388	SOFTWARE LICENSE YEARL	2,490.32
<b>Vendor TYLER TECHNOLOGIES, INC. Total:</b>				<b>10,827.45</b>
<b>Vendor: UNITED LABORATORIES INC.</b>				
UNITED LABORATORIES IN	INV108417	39389	PW WW & GRAFITTI SUPP	210.00
UNITED LABORATORIES IN	INV108417	39389	PW WW & GRAFITTI SUPP	557.37
UNITED LABORATORIES IN	INV108420	39389	WW SUPPLIES	565.79
<b>Vendor UNITED LABORATORIES INC. Total:</b>				<b>1,333.16</b>
<b>Vendor: VERIZON WIRELESS</b>				
VERIZON WIRELESS	9739442702	39390	TELEPHONE	304.71
<b>Vendor VERIZON WIRELESS Total:</b>				<b>304.71</b>
<b>Vendor: VISION SERVICE PLAN-(CA)</b>				
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	5.77
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	6.61
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	7.89
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	4.15
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	369.42
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	50.88
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	6.41
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	11.78
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	4.17
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	4.15
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	31.85
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	4.49
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	29.14
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	1.60

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	20.68
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	0.64
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	4.83
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	2.29
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	4.20
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	9.62
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	48.34
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	15.26
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	8.02
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	103.89
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	8.02
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	30.53
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	15.26
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	8.02
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	75.26
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	2.54
VISION SERVICE PLAN-(CA)	FEBRUARY 2015	39391	VISION INSURANCE	6.41

**Vendor VISION SERVICE PLAN-(CA) Total: 925.39**

**Vendor: WASHINGTON STATE SUPPORT REGISTRY**

WASHINGTON STATE SUP PR- 2/7/15

39392	PAYROLL DEDUCTION	142.71
<b>Vendor WASHINGTON STATE SUPPORT REGISTRY Total:</b>		<b>142.71</b>

**Grand Total: 108,444.59**

# Report Summary

## Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	20,516.38
002 - UTILITY TAX FUND	1,760.00
009 - COMMUNITY CENTER FUND	294.73
016 - SWIM POOL FUND	76.29
017 - CITY WIDE LIGHTING & LAND	2,599.43
019 - RECREATION FUND	265.74
020 - SURFACE TRANS SERV FUND	719.25
021 - ST/SIDEWALK MAINT	2,422.66
024 - COPS GRANT	310.37
035 - PUBLIC FACILITIES FUND	1,440.00
059 - STORM DRAIN	3,736.80
060 - WATER FUND	12,159.92
061 - SEWER FUND	20,511.73
062 - REFUSE	7,740.64
063 - AIRPORT FUND	1,680.19
074 - ASSESS - BORRELLI	21.36
093 - INSURANCE TRUST FUND	376.90
094 - SALE OF TOWN PROPERTIES	4,800.00
099 - PAYROLL TRUST FUND	27,012.20
<b>Grand Total:</b>	<b>108,444.59</b>

## Account Summary

Account Number	Account Name	Payment Amount
001-0110-530.090-00	MEMBERSHIPS/SUBSCRI	20.00
001-0110-530.201-00	OTHER CONTRACT SERVI	21.70
001-0120-510.012-00	UNEMPLOYMENT INSUR	19.39
001-0120-510.020-00	GROUP HEALTH INSURA	11.84
001-0120-530.091-00	MEETINGS & TRAINING	220.75
001-0140-510.000-00	PERS	32.82
001-0140-510.012-00	UNEMPLOYMENT INSUR	12.93
001-0140-510.020-00	GROUP HEALTH INSURA	9.98
001-0140-520.000-00	OFFICE SUPPLIES	25.23
001-0140-530.000-00	ACCOUNTING & AUDITI	3,427.50
001-0140-530.011-00	TELEPHONE & INTERNET	24.48
001-0140-530.014-00	POSTAGE	695.63
001-0140-530.201-00	OTHER CONTRACT SERVI	50.85
001-0142-510.000-00	PERS	41.04
001-0142-510.012-00	UNEMPLOYMENT INSUR	10.02
001-0142-510.020-00	GROUP HEALTH INSURA	18.34
001-0150-510.000-00	PERS	23.83
001-0150-510.012-00	UNEMPLOYMENT INSUR	32.32
001-0150-510.020-00	GROUP HEALTH INSURA	14.27
001-0150-520.010-00	DEPT OPERATING SUPPL	17.27
001-0150-520.011-00	UNIFORM ALLOWANCE	5.70
001-0150-520.040-00	FUEL	50.20
001-0210-510.000-00	PERS	5,164.05
001-0210-510.012-00	UNEMPLOYMENT INSUR	636.84
001-0210-510.020-00	GROUP HEALTH INSURA	605.43
001-0210-520.000-00	OFFICE SUPPLIES	33.78
001-0210-520.010-00	DEPT OPERATING SUPPL	75.89
001-0210-520.030-00	MOTOR VEHICLE EXPEN	445.77
001-0210-520.040-00	FUEL	379.63
001-0210-530.009-00	OTHER PROFESSIONAL S	511.35
001-0210-530.011-00	TELEPHONE & INTERNET	549.56
001-0210-530.014-00	POSTAGE	9.15
001-0210-530.090-00	MEMBERSHIPS/SUBSCRI	150.00
001-0210-530.091-00	MEETINGS & TRAINING	40.00

## Account Summary

Account Number	Account Name	Payment Amount
001-0210-530.201-00	OTHER CONTRACT SERVI	1,631.60
001-0220-520.010-00	DEPT OPERATING SUPPL	121.68
001-0220-520.040-00	FUEL	38.40
001-0230-510.000-00	PERS	211.41
001-0230-510.012-00	UNEMPLOYMENT INSUR	64.63
001-0230-510.020-00	GROUP HEALTH INSURA	84.59
001-0230-520.014-00	WEED ABATEMENT	300.00
001-0410-510.000-00	PERS	91.68
001-0410-510.012-00	UNEMPLOYMENT INSUR	9.70
001-0410-510.020-00	GROUP HEALTH INSURA	6.41
001-0410-530.009-00	OTHER PROFESSIONAL S	3,173.65
001-0610-510.000-00	PERS	92.99
001-0610-510.012-00	UNEMPLOYMENT INSUR	48.48
001-0610-510.020-00	GROUP HEALTH INSURA	26.28
001-0610-520.010-00	DEPT OPERATING SUPPL	726.84
001-0610-520.011-00	UNIFORM ALLOWANCE	5.69
001-0610-520.030-00	MOTOR VEHICLE EXPEN	4.31
001-0610-530.072-00	OTHER EQUIPMENT REP	4.85
001-0610-530.091-00	MEETINGS & TRAINING	20.00
001-0610-530.201-00	OTHER CONTRACT SERVI	465.65
002-0145-540.021-00	IMPROV OTHER THAN B	1,760.00
009-0150-510.000-00	PERS	31.04
009-0150-510.012-00	UNEMPLOYMENT INSUR	6.46
009-0150-510.020-00	GROUP HEALTH INSURA	6.78
009-0150-520.010-00	DEPT OPERATING SUPPL	90.13
009-0150-520.040-00	FUEL	127.77
009-0150-530.201-00	OTHER CONTRACT SERVI	32.55
016-0120-510.020-00	GROUP HEALTH INSURA	3.29
016-0613-510.000-00	PERS	37.11
016-0613-510.012-00	UNEMPLOYMENT INSUR	10.02
016-0613-510.020-00	GROUP HEALTH INSURA	4.17
016-0613-530.201-00	OTHER CONTRACT SERVI	21.70
017-0120-510.000-00	PERS	16.41
017-0120-510.012-00	UNEMPLOYMENT INSUR	9.70
017-0120-510.020-00	GROUP HEALTH INSURA	5.84
017-0120-530.091-00	MEETINGS & TRAINING	73.58
017-0140-510.012-00	UNEMPLOYMENT INSUR	3.24
017-0260-530.060-00	ELECTRIC	220.46
017-0410-510.000-00	PERS	30.56
017-0410-510.020-00	GROUP HEALTH INSURA	1.60
017-0610-510.000-00	PERS	218.58
017-0610-510.012-00	UNEMPLOYMENT INSUR	90.49
017-0610-510.020-00	GROUP HEALTH INSURA	62.20
017-0610-520.011-00	UNIFORM ALLOWANCE	11.38
017-0610-520.040-00	FUEL	27.39
017-0610-530.000-00	ACCOUNTING & AUDITI	1,828.00
019-0120-510.000-00	PERS	6.62
019-0120-510.012-00	UNEMPLOYMENT INSUR	1.61
019-0120-510.020-00	GROUP HEALTH INSURA	3.29
019-0613-510.000-00	PERS	32.83
019-0613-510.012-00	UNEMPLOYMENT INSUR	9.06
019-0613-510.020-00	GROUP HEALTH INSURA	4.49
019-0613-520.010-00	DEPT OPERATING SUPPL	175.29
019-0613-530.201-00	OTHER CONTRACT SERVI	32.55
020-0310-530.009-00	OTHER PROFESSIONAL S	719.25
021-0120-510.012-00	UNEMPLOYMENT INSUR	6.46
021-0120-510.020-00	GROUP HEALTH INSURA	3.29
021-0120-530.091-00	MEETINGS & TRAINING	73.58

## Account Summary

Account Number	Account Name	Payment Amount
021-0142-510.000-00	PERS	26.48
021-0142-510.012-00	UNEMPLOYMENT INSUR	6.46
021-0142-510.020-00	GROUP HEALTH INSURA	11.83
021-0310-510.000-00	PERS	143.18
021-0310-510.012-00	UNEMPLOYMENT INSUR	58.50
021-0310-510.020-00	GROUP HEALTH INSURA	55.27
021-0310-520.010-00	DEPT OPERATING SUPPL	64.20
021-0310-520.011-00	UNIFORM ALLOWANCE	10.25
021-0310-530.000-00	ACCOUNTING & AUDITI	1,828.00
021-0310-530.009-00	OTHER PROFESSIONAL S	99.76
021-0410-510.000-00	PERS	30.56
021-0410-510.012-00	UNEMPLOYMENT INSUR	3.24
021-0410-510.020-00	GROUP HEALTH INSURA	1.60
024-0210-510.000-00	PERS	191.34
024-0210-510.012-00	UNEMPLOYMENT INSUR	64.63
024-0210-510.020-00	GROUP HEALTH INSURA	54.40
035-0210-540.021-00	IMPROV OTHER THAN B	1,440.00
059-0120-510.012-00	UNEMPLOYMENT INSUR	2.58
059-0120-510.020-00	GROUP HEALTH INSURA	1.31
059-0120-530.091-00	MEETINGS & TRAINING	29.43
059-0140-510.000-00	PERS	31.26
059-0140-510.012-00	UNEMPLOYMENT INSUR	7.76
059-0140-510.020-00	GROUP HEALTH INSURA	7.36
059-0140-520.000-00	OFFICE SUPPLIES	6.31
059-0142-510.000-00	PERS	11.92
059-0142-510.012-00	UNEMPLOYMENT INSUR	2.91
059-0142-510.020-00	GROUP HEALTH INSURA	5.32
059-0730-510.000-00	PERS	31.43
059-0730-510.012-00	UNEMPLOYMENT INSUR	5.82
059-0730-510.020-00	GROUP HEALTH INSURA	9.59
059-0730-520.010-00	DEPT OPERATING SUPPL	54.13
059-0730-530.000-00	ACCOUNTING & AUDITI	457.00
059-0730-530.095-00	TAXES	419.61
059-0730-530.201-00	OTHER CONTRACT SERVI	2,653.06
060-0120-510.012-00	UNEMPLOYMENT INSUR	45.24
060-0120-510.020-00	GROUP HEALTH INSURA	19.73
060-0120-530.091-00	MEETINGS & TRAINING	515.11
060-0140-510.000-00	PERS	264.76
060-0140-510.012-00	UNEMPLOYMENT INSUR	105.35
060-0140-510.020-00	GROUP HEALTH INSURA	60.14
060-0140-520.000-00	OFFICE SUPPLIES	94.61
060-0140-530.000-00	ACCOUNTING & AUDITI	1,142.50
060-0140-530.011-00	TELEPHONE & INTERNET	97.94
060-0140-530.201-00	OTHER CONTRACT SERVI	198.19
060-0142-510.000-00	PERS	79.44
060-0142-510.012-00	UNEMPLOYMENT INSUR	19.39
060-0142-510.020-00	GROUP HEALTH INSURA	35.49
060-0210-510.000-00	PERS	116.03
060-0210-510.012-00	UNEMPLOYMENT INSUR	4.52
060-0410-510.000-00	PERS	213.92
060-0410-510.012-00	UNEMPLOYMENT INSUR	22.63
060-0410-510.020-00	GROUP HEALTH INSURA	8.02
060-0710-510.000-00	PERS	685.75
060-0710-510.012-00	UNEMPLOYMENT INSUR	203.50
060-0710-510.020-00	GROUP HEALTH INSURA	195.26
060-0710-520.010-00	DEPT OPERATING SUPPL	340.45
060-0710-520.011-00	UNIFORM ALLOWANCE	23.91
060-0710-520.040-00	FUEL	133.71

## Account Summary

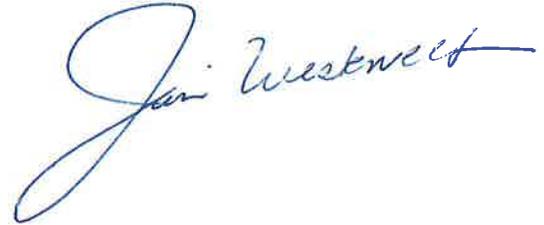
Account Number	Account Name	Payment Amount
060-0710-530.000-00	ACCOUNTING & AUDITI	4,341.50
060-0710-530.009-00	OTHER PROFESSIONAL S	13.13
060-0710-530.072-00	OTHER EQUIPMENT REP	157.39
060-0710-530.090-00	MEMBERSHIPS/SUBSCRI	315.00
060-0710-530.201-00	OTHER CONTRACT SERVI	2,707.31
061-0120-510.012-00	UNEMPLOYMENT INSUR	36.20
061-0120-510.020-00	GROUP HEALTH INSURA	16.45
061-0120-530.091-00	MEETINGS & TRAINING	412.07
061-0140-510.000-00	PERS	173.41
061-0140-510.012-00	UNEMPLOYMENT INSUR	89.72
061-0140-510.020-00	GROUP HEALTH INSURA	40.64
061-0140-520.000-00	OFFICE SUPPLIES	94.61
061-0140-530.000-00	ACCOUNTING & AUDITI	4,341.50
061-0140-530.011-00	TELEPHONE & INTERNET	97.94
061-0140-530.201-00	OTHER CONTRACT SERVI	214.39
061-0142-510.000-00	PERS	79.44
061-0142-510.012-00	UNEMPLOYMENT INSUR	19.39
061-0142-510.020-00	GROUP HEALTH INSURA	35.49
061-0210-510.000-00	PERS	49.73
061-0210-510.012-00	UNEMPLOYMENT INSUR	1.94
061-0410-510.000-00	PERS	183.36
061-0410-510.012-00	UNEMPLOYMENT INSUR	19.39
061-0410-510.020-00	GROUP HEALTH INSURA	8.02
061-0520-510.000-00	PERS	629.51
061-0520-510.012-00	UNEMPLOYMENT INSUR	176.12
061-0520-510.020-00	GROUP HEALTH INSURA	167.97
061-0520-520.010-00	DEPT OPERATING SUPPL	1,408.62
061-0520-520.011-00	UNIFORM ALLOWANCE	46.69
061-0520-520.030-00	MOTOR VEHICLE EXPEN	44.65
061-0520-520.040-00	FUEL	134.16
061-0520-530.095-00	TAXES	8,657.01
061-0520-530.201-00	OTHER CONTRACT SERVI	3,333.31
062-0120-510.012-00	UNEMPLOYMENT INSUR	9.70
062-0120-530.091-00	MEETINGS & TRAINING	73.58
062-0140-510.000-00	PERS	54.47
062-0140-510.012-00	UNEMPLOYMENT INSUR	38.78
062-0140-520.000-00	OFFICE SUPPLIES	94.60
062-0140-530.000-00	ACCOUNTING & AUDITI	4,341.50
062-0140-530.011-00	TELEPHONE & INTERNET	24.50
062-0140-530.201-00	OTHER CONTRACT SERVI	141.18
062-0510-520.011-00	UNIFORM ALLOWANCE	10.25
062-0510-530.201-00	OTHER CONTRACT SERVI	2,952.08
063-0120-510.000-00	PERS	19.05
063-0120-510.012-00	UNEMPLOYMENT INSUR	10.99
063-0120-510.020-00	GROUP HEALTH INSURA	3.26
063-0120-530.091-00	MEETINGS & TRAINING	73.58
063-0142-510.000-00	PERS	13.24
063-0142-510.012-00	UNEMPLOYMENT INSUR	3.24
063-0142-510.020-00	GROUP HEALTH INSURA	11.83
063-0340-510.000-00	PERS	37.88
063-0340-510.012-00	UNEMPLOYMENT INSUR	6.46
063-0340-510.020-00	GROUP HEALTH INSURA	5.91
063-0340-520.010-00	DEPT OPERATING SUPPL	42.09
063-0340-530.000-00	ACCOUNTING & AUDITI	1,142.50
063-0340-530.009-00	OTHER PROFESSIONAL S	270.00
063-0410-510.000-00	PERS	30.56
063-0410-510.012-00	UNEMPLOYMENT INSUR	3.19
063-0410-510.020-00	GROUP HEALTH INSURA	6.41

**Account Summary**

Account Number	Account Name	Payment Amount
074-0610-530.059-00	WATER UTILITY	21.36
093-0000-220.070	INSURANCE TRUST	376.90
094-0210-540.021-00	IMPROV OTHER THAN B	4,800.00
099-0000-220.010	FICA TAXES PAYABLE	14,040.95
099-0000-220.020	FIT W/H PAYABLE	5,200.72
099-0000-220.030	SIT W/H PAYABLE	1,611.64
099-0000-220.050	PERS PAYABLE	3,622.54
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.081	UNION DUES PAYABLE	276.00
099-0000-220.090	DISABILITY (SDI) PAYABL	1,270.34
099-0000-220.092	CAL PERS 457 DEF COM	125.00
099-0000-220.097	CALIFORNIA STATE DISB	242.30
099-0000-220.098	WASHINGTON SUPPORT	142.71
	<b>Grand Total:</b>	<b>108,444.59</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	108,444.59
<b>Grand Total:</b>	<b>108,444.59</b>





## COUNCIL AGENDA ITEM

**FEBRUARY 17, 2015**

**PREPARED BY:** Sean Scully, City Manager

**SUBJECT: Consider Sober Grad Committee Request for Fee, Deposit and Insurance Waiver of Al Goman Community Center**

---

**BACKGROUND/ DISCUSSION:**

Every year the Gustine High School Sober Grad Committee organizes a special Grad Night in June providing a safe, entertaining and memorable night for graduating seniors. The purpose of the event is to celebrate the achievements of the Gustine High School 2015 graduating class.

Traditionally, the Sober Grad Committee organizes an annual fundraising breakfast to help raise funds to provide the aforementioned activities. The Committee plans on hosting this annual fundraising breakfast on March 22, 2015 at the Al Goman Community Center.

This year the Sober Grad Committee is also organizing a second fundraiser, a take-out family meal, to assist with offsetting the fees to provide the event for the newly graduated students. The Committee is planning to hold the take-out on April 20, 2015, and is requesting the use of the Al Goman Community Center kitchen and parking lot.

**FISCAL IMPACT:**

The weekend value for the use of the Al Goman Center for the breakfast is \$500.00, with a \$350.00 damage deposit. The liability insurance fee is \$125.98.

The week day value for the use of the Al Goman Center for the take-out is \$85.00, with a \$350.00 damage deposit. The liability insurance fee is \$66.12.

The total amount requested for waiver is \$1,477.10. March is not typically a peak rental season and the facility will likely not be rented on these dates.

**RECOMENDATION:**

City Council consider the request of the 2015 Gustine High School Sober Grad Committee to waive the rental fees, deposits and insurance fees of the Al Goman Community Center for the Sober Grad Committee annual fundraising breakfast and take-out.

**EXHIBITS:**

A) Letter from Sober Grad Committee

**APPROVED BY:**

SEAN SCULLY, CITY MANAGER

# Gustine High School

## Sober Grad Committee

P. O. B o x 3 0 3

Gustine, CA 95322

[ghssobergrad@gmail.com](mailto:ghssobergrad@gmail.com)



To Whom It May Concern:

The Sober Grad Committee is requesting the fee of the Al Goman center to be waived by the City of Gustine. We are doing two fundraisers that will require the Al Goman facility. On March 22<sup>nd</sup> we will be doing a breakfast and on April 20<sup>th</sup> we will be doing a to go dinner. As a donation, this money saved will help us continue to raise enough money to send the 2015 seniors on a safe, fun and sober grad night.

Thank you for your consideration!

Sincerely,

A handwritten signature in black ink that reads "Kim Elliott". The signature is written in a cursive style and is positioned to the right of the word "Sincerely,".

Your 2015 Sober Grad Committee

Kim Elliott, President  
Michelle Costa, Vice President  
Grace Smith, Secretary  
Jerry Bettencourt, Treasure



## COUNCIL AGENDA ITEM

**FEBRUARY 17, 2015**

**PREPARED BY:** Sean Scully, City Manager

**SUBJECT: Consider Gustine Youth Baseball-Softball Request for Fee, Deposit and Insurance Waiver of Al Goman Community Center**

---

**BACKGROUND/ DISCUSSION:**

The City has received a request from the Gustine Youth Baseball- Softball Organization requesting a fee waiver for the use of the Al Goman Community Center to hold a Coaches Meeting, in preparation of the 2015 baseball season. The purpose of the meeting is to inform all Coaches and Assistant Coaches of the league rules, player safety practices and league regulations.

The Association is planning the meeting for February 19, 2015.

**FISCAL IMPACT:**

The value for the use of the Al Goman Center is \$80.00, with a \$350.00 damage deposit. The liability insurance fee is \$107.40. The total amount requested for waiver is \$537.40.

**RECOMENDATION:**

City Council consider the request from Gustine Youth Baseball Softball to waive the rental fee, deposit and insurance fee of the Al Goman Community Center for the informational Coaches Meeting.

**EXHIBITS:**

A) Letter from Gustine Youth Baseball Softball

**APPROVED BY:**

---

SEAN SCULLY, CITY MANAGER

## Melanie Correa

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**From:** Tiffany Vitorino [tiffanyvitorino@yahoo.com]  
**Sent:** Tuesday, February 10, 2015 9:25 AM  
**To:** Sean Scully  
**Subject:** Request for Fees Waived at Al Goman Center

Gustine Youth Baseball and Softball is having their annual coaches meeting on Thursday, February 19, 2015 and would like to know if it is possible we can use the Al Goman Center. This is 50-60 Coaches and Assistant Coaches and the Board of directors going over league rules, player safety and regulations. We do not charge for this event. It is basically an informational meeting.

GYBS would like to know if it is possible that the City of Gustine waive the fees for rental of the hall. We are currently splitting costs with the city to upgrade the fields and have a large season ahead of us with many expenses to come.

Thank you for your consideration,

Tiffany Vitorino  
Gustine Youth Baseball-Softball  
President

**Tiffany Vitorino**

**NEW CELL NUMBER: 209-410-8466**



ITEM NO. 7

## CITY COUNCIL AGENDA ITEM

**FEBRUARY 17, 2015**

**PREPARED BY:** Kathryn Reyes, Public Works Director

**SUBJECT:** **Consider, Accept and Recommend Approval of the Airport Annual Capital Improvement Program (ACIP)**

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**BACKGROUND/DISCUSSION:**

The Federal Aviation Administration requires the City to review and approve their Airport Capital Improvement Program (ACIP) on a yearly basis. Attached is Gustine's ACIP for 2015 to 2019.

There were no projects completed in 2014 to allow staff to save funds to repay money borrowed for grant matches from the general capital improvement fund to complete the environmental study for the East Side Drainage Improvements and the Taxiway Pavement Rehabilitation Project.

The Drainage Improvement Project, estimated at \$750,000.00 on the last ACIP has been divided into two phases with design occurring in 2015 and construction in 2016. The East Side Drainage Improvement Project-Design is expected to be completed in 2015 and will remain on the ACIP with anticipated completion in 2015. The Drainage Improvement Project for the east side of the Airport will be the next improvement project considered. It is a possibility that depending on fund availability (both match funds and federal funds) future ACIP's will re-adjust project timelines. Each and every project is contingent on the City budget and the availability of City funds for the match. If the funds are not available the project can be moved to future fiscal years. This determination will be made during upcoming budget review and FY15/16 budget cycle. Future projects include extending the Parallel Taxiway and the Runway Rehabilitation Project which will take us through 2019. The Airport Commission recommends approval of the attached ACIP document.

**RECOMMENDATION:**

Staff recommends the City Council accept and approve the attached 2015 Airport Capital Improvement Program ACIP.

**EXHIBITS:**

- A) 2015-2019 Airport Capital Improvement Program (ACIP)

**APPROVED BY:**

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SEAN SCULLY, CITY MANAGER

**FIVE YEAR ACIP SUMMARY**

Airport: Gustine Municipal Airport  
 Sponsor: City of Gustine, CA  
 Date: November, 2014

Federal Fiscal Year	Project Description	Requested Federal Funding	Proposed Local Funding	Estimated Total Project Costs
2015	Drainage Improvements, East Side (Design)	\$ 90,000	\$ 10,000	\$ 100,000
	<b>Subtotal 2015</b>	\$ 90,000	\$ 10,000	\$ 100,000
2016	Drainage Improvements, East Side (Construction and Construction Administration)	\$ 620,000	\$ 68,888	\$ 688,888
	<b>Subtotal 2016</b>	\$ 620,000	\$ 68,888	\$ 688,888
2017	Runway Surface Rehabilitation (Design and Construction)	\$ 450,000	\$ 50,000	\$ 500,000
	<b>Subtotal 2017</b>	\$ 450,000	\$ 50,000	\$ 500,000
2018	Extend Parallel Taxiway, Phase 1 (Design)	\$ 190,000	\$ 21,111	\$ 211,111
	<b>Subtotal 2018</b>	\$ 190,000	\$ 21,111	\$ 211,111
2019	Extend Parallel Taxiway, Phase 2 (Construction and Construction Administration)	\$ 900,000	\$ 100,000	\$ 1,000,000
	<b>Subtotal 2019</b>	\$ 900,000	\$ 100,000	\$ 1,000,000

Kathryn Reyes, Airport Manager

Name and Title of Authorized Representative



Signature

2/10/15

Date



## COUNCIL AGENDA ITEM

**FEBRUARY 17, 2015**

**PREPARED BY:** Sean Scully, City Manager

**SUBJECT:** Supplemental Agreement City Engineer

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### **BACKGROUND/DISCUSSION**

As Council is aware the City of Gustine is currently in the design and pre construction phase of a number of roadway improvement projects along the Highway 33 /140 corridor. All of the projects are funded through grants that include either State or Federal funds. As such there are a number of items the City is required to comply with as a condition of the grant funds. One such requirement is approval of a supplemental agreement with Gouveia Engineering specifically for any projects under the prevue of the Federal Highway Administration (FHWA) and Caltrans Local Assistance.

The City issued a request for proposals for the engineering services for the ongoing design and administration of the projects and received one response to the RFP, that response was from Gouveia Engineering. The terms, rates and services submitted by Gouveia Engineering mirror the current arrangement with Gouveia Engineering. Approval of the supplemental agreement will allow the City to continue to have the City Engineer continue forward with the various roadway projects.

### **RECOMMENDATION:**

Council to consider approval of the supplemental agreement with Gouveia Engineering and authorizing the City Manager to execute the agreement.

### **EXHIBITS:**

A) Supplemental Agreement with Gouveia Engineering Services

**AGREEMENT BETWEEN  
CITY OF GUSTINE  
AND  
GOUVEIA ENGINEERING, INC.  
FOR**

**FEDERAL HIGHWAY ADMINISTRATION (FHWA)/CALTRANS LOCAL ASSISTANCE PROJECTS**

THIS AGREEMENT is between the following named, hereinafter referred to as, CONSULTANT and the following named, hereinafter referred to as, LOCAL AGENCY:

The name of the "CONSULTANT" is as follows:  
Gouveia Engineering, Inc.

Incorporated in the State of California  
The Project Manager for the "CONSULTANT" will be Mario B. Gouveia, PE

The name of the "LOCAL AGENCY" is as follows:  
City of Gustine

The Contract Administrator for LOCAL AGENCY will be Sean Scully, City Manager

**RECITALS:**

1. CONSULTANT represents that it is specially trained and/or has the experience and expertise necessary to competently perform the services set forth in this AGREEMENT; and
2. Consultant is willing to perform the services and work described in this AGREEMENT under the terms and conditions set forth in this AGREEMENT; and
3. LOCAL AGENCY desires to contract with CONSULTANT to perform the services and work described in this AGREEMENT under the terms and conditions set forth in this AGREEMENT.

NOW, THEREFORE, the parties mutually agree as follows:

- A. The work to be performed under this contract is described in Article I entitled Scope of Services and the approved CONSULTANT's Cost Proposal dated October 17, 2014. The approved CONSULTANT's Cost Proposal is attached hereto and incorporated by reference. If there is any conflict between the approved Cost Proposal and this contract, this contract shall take precedence.
- B. To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless LOCAL AGENCY, it's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CONSULTANT or CONSULTANT's officers, directors, partners, employees, or Consultants.

To the fullest extent permitted by law, LOCAL AGENCY shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of LOCAL AGENCY or LOCAL AGENCY's officers, directors,

partners, agents, consultants, or employees, or others retained by or under contract to the LOCAL OWNER with respect to this Agreement or to the Project.

- C. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of LOCAL AGENCY.
- E. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- F. Without the written consent of LOCAL AGENCY, this contract is not assignable by CONSULTANT either in whole or in part.
- G. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- H. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

## **ARTICLE I           SCOPE OF SERVICES**

### **A. Consultant Services**

The CONSULTANT shall perform the Services described in the Request For Proposals (RFP) dated October 2014 and described and required in the CONSULTANT's proposal dated October 17, 2015 and made a part hereof for the ENGINEERING SERVICES FOR FEDERAL HIGHWAY ADMINISTRATION (FHWA) / CALTRANS LOCAL ASSISTANCE PROJECTS. The services to be provided include but are not limited to all the labor, materials, equipment, services, transportation, and incidentals necessary to complete the Services included in said Proposal.

The following is a summary of duties that may be required of the CONSULTANT. This outline is not intended to represent the entire scope of work but rather a substantial list of the tasks required by the City. The engineer's work shall be in accordance with all applicable laws.

#### **A.     Design and Bidding Services**

1. Prepare plans and specifications for all portions of a project as determined by the engineer, with input of City staff;
2. Consult with State and Federal agencies having jurisdictional authority over each project as warranted;
3. Obtain Right-of-Way clearance
4. Prepare and send advertisements for bids to the legal paper and the Construction Bulletin for solicitation of bids;
5. Reproduce contract documents for bidding purposes;
6. Review the bids and prepare bid tabulation;
7. Evaluate bids, make recommendation to City Council, assemble and award contracts

#### **B. Project Management/Construction Services**

1. Convene a pre-construction meeting with staff, contractors, utility company representatives, etc;
2. Perform construction staking;
3. Provide construction observation during construction;
4. Prepare and maintain detailed documentation, including photographs and/or video is warranted and a log of the contractor's progress;
5. Convene regular construction progress meetings as required;
6. Review of and make recommendation on contractor pay requests;
7. Prepare, review and recommend action for proposed change orders;
8. Review and recommend final acceptance of project by City;
9. Responsible for establishing and maintaining a library of the following records:
  - Permits and applications;
  - Contract documents;
  - Addenda;
  - Copies of referenced standard specifications;
  - Project schedules;
  - Shop drawings and submittals;
  - Applicable correspondence;
  - Records of pertinent telephone conversations;
  - File memoranda, directives and change orders;
  - Requests and recommendations for payment;
  - Project budgets and cost information;
  - Construction diaries and logs;
  - Field test results;
  - Record drawings;
  - Project photographs;
  - Project studies and reports;
  - Project progress meeting minutes;
  - Other information as necessary or required

C. Grant Administration Services

1. Prepare and submit Requests for Authorization (RFA) to Caltrans Local Assistance for the various phases of work:
  - Preliminary Engineering (PE)
  - Right of Way (R/W)
  - Utility Relocation (RW/UTIL)
  - Construction (CON)
2. Obtain Authorization to Proceed (E-76) with the various phases of work from FHWA/Caltrans
3. Prepare and Submit Award Package to Caltrans
4. Prepare and Submit Final Expenditures Package to close out the project

These services shall be in accordance with Caltrans standards, FHWA standards, and the City's standards.

**ARTICLE II                      PERFORMANCE PERIOD**

- A. This contract shall go into effect on November 1, 2014, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on October 31, 2017, unless extended by contract amendment.

- B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

### **ARTICLE III ALLOWABLE COSTS AND PAYMENTS**

- A. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- B. After a project to be performed under this contract is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.
- C. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's Cost Proposal.
- D. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in CONSULTANT's Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee.
- E. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY, and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45-calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XVI Equipment Purchase of this contract, must be reimbursed by CONSULTANT prior to the expiration or termination of this contract. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

*City of Gustine  
Sean Scully, City Manager  
352 Fifth Street  
Gustine, CA 9522*

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- O. All subcontracts in excess of \$25,000 shall contain the above provisions.

#### **ARTICLE IV TERMINATION**

- A. LOCAL AGENCY reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.

#### **ARTICLE V CHANGE IN TERMS**

- A. This contract may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this contract without prior written approval by LOCAL AGENCY's Contract Administrator.

#### **ARTICLE VI DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

Consultants must give consideration to DBE firms as specified in 23 CFR §172.5(b), 49 CFR, Part 26. If the contract has a DBE goal, CONSULTANT must meet the goal by using DBEs as subconsultants or document a good faith effort to have met the goal. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant if the goal is not otherwise met.

A DBE may be terminated only with written approval by LOCAL AGENCY and only for the reasons specified in 49 CFR 26.53 (f). Prior to requesting LOCAL AGENCY's consent for the proposed termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

The Agency has not established a goal for this Contract. However, CONSULTANT is encouraged to obtain DBE participation for this contract.

#### **1. TERMS AS USED IN THIS DOCUMENT**

The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.

The term "Agreement" also means "Contract."

Agency also means the local entity entering into this contract with the Contractor or Consultant.

The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

#### **2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged

Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

### **3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-01 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported. Exhibit 10-02 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

### **4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## STANDARD CONTRACT PROVISIONS FOR SUBCONSULTANT/DBE PARTICIPATION

## **1. Subconsultants**

A. Nothing contained in this Contract or otherwise, shall create any contractual relation between the Agency and any subconsultants, and no subcontract shall relieve the Consultant of his/her responsibilities and obligations hereunder. The Consultant agrees to be as fully responsible to the Agency for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Consultant. The Consultant's obligation to pay its subconsultants is an independent obligation from the Agency's obligation to make payments to the Consultant.

B. Any subcontract in excess of \$25,000, entered into as a result of this Contract, shall contain all the provisions stipulated in this Contract to be applicable to subconsultants.

C. Consultant shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to the Consultant by the Agency.

D. Any substitution of subconsultants must be approved in writing by the Agency's Contract Administrator in advance of assigning work to a substitute subconsultant.

## **2. Disadvantaged Business Enterprise (DBE) Participation**

A. This Contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

B. If the contract has a DBE goal, the Consultant must meet the goal by committing DBE participation or document a good faith effort to meet the goal. If a DBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another DBE subconsultant, if the goal is not otherwise met. A DBE is a firm meeting the definition of a DBE as specified in 49 CFR.

C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of contracts financed in whole or in part with federal funds. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the local agency deems appropriate.

D. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.

E. A DBE may be terminated only with prior written approval from the local agency and only for the reasons specified in 49 CFR 26.53(f). Prior to requesting local agency consent for the termination, the prime consultant must meet the procedural requirements specified in 49 CFR 26.53(f).

## **3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing; and other relevant factors.

B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of

DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work force, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

#### **4. Prompt Payment of Funds Withheld to Subconsultants**

- A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this section.
- B. No retainage will be withheld by the Agency from progress payments due the prime Consultant. Retainage by the prime Consultant or subconsultants is prohibited, and no retainage will be held by the prime Consultant from progress due subconsultants. Any violation of this provision shall subject the violating prime Consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime Consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime Consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime Consultants and subconsultants.

#### **5. DBE Records**

- A. The Consultant shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Administrator with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25 percent of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subconsultants" is submitted to the Contract Administrator.

#### **6. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Contract, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Contract, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Administrator within 30 days.

### **ARTICLE VII COST PRINCIPLES**

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to LOCAL AGENCY.

#### **ARTICLE VIII           RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

#### **ARTICLE IX           DISPUTES**

- A. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY'S Contract Administrator and (Insert Department Head or Official), who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and estimate, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this contract.

#### **ARTICLE X           AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

#### **ARTICLE XI           SUBCONTRACTING**

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- C. Any substitution of subconsultants must be approved in writing by LOCAL AGENCY'S Contract Administrator prior to the start of work by the subconsultant.

## **ARTICLE XII            EQUIPMENT PURCHASE**

- A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.
- D. All subcontracts in excess \$25,000 shall contain the above provisions.

## **ARTICLE XIII            INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the state, and the FHWA if federal participating funds are used in this contract; to review and inspect the project activities and files at all reasonable times during the performance period of this contract including review and inspection on a daily basis.

## **ARTICLE XIV            SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Section 591 of the Vehicle Code, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XV            INSURANCE**

- A. Prior to commencement of the work described herein, CONSULTANT shall furnish LOCAL AGENCY a Certificate of Insurance stating that there is general comprehensive liability insurance presently in effect for CONSULTANT with a combined single limit (CSL) of not less than one million dollars (\$1,000,000) per occurrence.

B. The Certificate of Insurance will provide:

1. That the insurer will not cancel the insured's coverage without 30 days prior written notice to LOCAL AGENCY.
2. That LOCAL AGENCY, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract are concerned.
3. That LOCAL AGENCY will not be responsible for any premiums or assessments on the policy.

- C. CONSULTANT agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, CONSULTANT agrees to provide at least thirty (30) days prior notice to said expiration date; and a new Certificate of Insurance evidencing insurance coverage as provided for herein, for not less than either the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of LOCAL AGENCY. In the event CONSULTANT fails to keep in effect at all times insurance coverage as herein provided, LOCAL AGENCY may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- D. CONSULTANT 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, CONSULTANT shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees.
- E. Consultant 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 (\$1,00,000) per claim and in the annual aggregate.

**ARTICLE XVI OWNERSHIP OF DATA**

- A. Upon completion of all work under this contract, ownership and title to all reports, documents, plans, specifications, and estimates produce as part of this contract will automatically be vested in LOCAL AGENCY; and no further agreement will be necessary to transfer ownership to LOCAL AGENCY. CONSULTANT shall furnish LOCAL AGENCY all necessary copies of data needed to complete the review and approval process.
- B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-readable form, are intended for one-time use in the construction of the project for which this contract has been entered into.
- C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or misuse by LOCAL AGENCY of the machine-readable information and data provided by CONSULTANT under this contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with any use by LOCAL AGENCY of the project documentation on other projects for additions to this project, or for the completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the agreement shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.
- F. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

## **ARTICLE XVII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this contract, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the contract, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this contract, at public hearings or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

## **ARTICLE XVIII NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

## **ARTICLE XIX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract record.

## **ARTICLE XX STATEMENT OF COMPLIANCE**

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

**ARTICLE XXI DEBARMENT AND SUSPENSION CERTIFICATION**

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to LOCAL AGENCY.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

**ARTICLE XXII STATE PREVAILING WAGE RATES**

- A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

**ARTICLE XXIII CONFLICT OF INTEREST**

- A. CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Article.

**ARTICLE XXIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**ARTICLE XXV NOTIFICATION**

All notices hereunder and communications regarding interpretation of the terms of this contract and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

Gouveia Engineering, Inc.  
Mario B. Gouveia, PE, Project Manager  
456 Sixth Street  
Gustine, CA 95322

LOCAL AGENCY:

City of Gustine  
Sean Scully, Contract Administrator  
352 Fifth Street  
Gustine, CA 95322

**ARTICLE XXVI CONTRACT**

The two parties to this contract, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this contract as evidenced by the signatures below.

**ARTICLE XXXIII SIGNATURES**

Gouveia Engineering, Inc.

City of Gustine

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Mario Gouveia

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Sean Scully, City Manager

**DATE:** November 1, 2014



## COUNCIL AGENDA ITEM

**FEBRUARY 17, 2015**

**PREPARED BY:** Sean Scully, City Manager

**SUBJECT:** **Establishing Centennial Celebration Committee**

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**BACKGROUND/DISCUSSION:**

At the February 3rd City Council meeting, Council discussed various potential options for the celebration of the City of Gustine centennial which will occur in November of this year. Council determined that the first step should be to establish a subcommittee of two Council members to work with staff and interested community groups to develop a more specific plan of events which can then be presented back to Council with estimated costs.

This item is intended to allow for Council to discuss the subcommittee and nominate/appoint two Council members to serve on it.

**RECOMMENDATION:**

Council to discuss and designate a subcommittee of two Council members for the City of Gustine Centennial Celebration Committee.