



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
DECEMBER 1, 2015 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phone.

ROLL CALL

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

PRESENTATIONS

1. Gustine/Santa Nella Family Resource Center

Laura Elkinton, Program Manager, Center for Human Services

ORAL COMMUNICATIONS

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

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?

2. Minutes of the November 17, 2015 Regular Meeting

Recommendation: Review and approve

3. Warrants

Recommendation: Review and approve

4. Resolution Approving Lease of Real Property for Agricultural Farming Purposes

Recommendation: Approve resolution

ADMINISTRATIVE AGENDA

5. Consider Request for Rental Fee Waiver from Merced STAR for Veterans Memorial, Support the Troops Run

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

6. **Consider Approving an Amendment to the Existing Capital Improvement Program**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to accept and approve the amendment to the existing Capital Improvement Program*

7. **Consider Acceptance and Approval of the Airport Annual Capital Improvement Program**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to accept and approve the 2016 Airport Capital Improvement Program*

8. **Discussion and Direction: Super / Combined Commission**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Discuss and provide direction*

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

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.

4. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case

5. **CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**
Paragraph (1) of subdivision (d) of Section 54956.9
Case name unspecified: (Disclosure would jeopardize existing settlement negotiations)

6. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR-** Pursuant to Government Section 54956.8 Agency Negotiator: City Manager; Property: Assessor's Parcel No. 063-160-014; Negotiating parties: Dustin Kuykendall; Under negotiation: Price and terms of payment

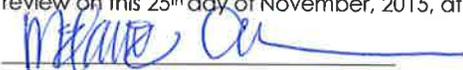
ADJOURNMENT

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 5th 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 5th Street, Gustine CA and made available for public review on this 25th day of November, 2015, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF
REGULAR MEETING
November 17, 2015**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

The Mayor called the meeting to order at 6:31 P.M. and conducted the pledge of allegiance.

ROLL CALL

Council Members: Anderson, Hasness, Nagy, Oliveira, Brazil

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

PRESENTATIONS

1. Certificates of Appreciation for Gustine Police Department and Gustine Fire Department

Newman Garden Club

Linda Ouse, of the Newman Garden Club, presented certificates of appreciation to Police Chief Dunford and Cal Fire Engineer Luke Stevens for their department's continuous work for the community and for the Garden Club.

2. HERO Program Presentation

John Law, HERO Program

John Law, from the HERO Program, gave a presentation on their program and its benefits to the community.

ORAL COMMUNICATIONS

There was no oral communications.

CONSENT CALENDAR

3. Minutes of the November 3, 2015 Regular Meeting

Recommendation: Review and approve

4. Warrants

Recommendation: Review and approve

5. Resolution Accepting Completion of Class II Bike Lanes

Recommendation: Approve resolution

The Mayor introduced the consent calendar. There was no public comment. Council member Nagy made a motion to approve the consent calendar. The motion was seconded by Council member Anderson, and carried 5-0.

ADMINISTRATIVE AGENDA

6. Consider Authorizing Expenditure for Concrete Patio at the Goman Community Center

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize expenditure not to exceed \$1,200 for concrete for a patio at the Goman Community Center*

Mayor Pro Tem Oliveira excused himself from the Chambers at 6:51 P.M. due to conflict of interest. City Manager Scully presented the staff report. There was no public comment. There was some discussion in which Council expressed their gratitude to the Lions Club. Council member Anderson made a motion to approve the expenditure not to exceed \$1,200, and to suggest the City assist with the proposed future fence around the patio. The motion was seconded by Council member Hasness, and carried 4-0 with Mayor Pro Tem Oliveira abstaining.

Mayor Pro Tem Oliveira returned to the Chambers at 6:57 P.M.

7. Consider Request for Use of City Streets for Our Lady of Guadalupe Society Parade

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve the use of City streets and sidewalks*

Police Chief Dunford presented the staff report. There was no public comment. Council member Nagy made a motion to approve the use of City streets and sidewalks. The motion was seconded by Council member Hasness, and carried 5-0.

CITY DEPARTMENT REPORTS

Gustine High School Student Representative Meg Abdallah distributed her report to Council. She advised on past and future sports events and other school events.

Police Chief Dunford thanked Council for allowing the Police Department's Halloween Haunted House. He advised that his department was preparing for the upcoming Christmas in the Park event. He also advised on a new outreach program "Lunch with the SRO" launching at the High School, with help from Pizza Factory.

Fire Chief Borrelli advised on the recent LED light update on Engine 305. He also advised on the "Fill the Boot" fundraiser to be held on Saturday, November 21st.

Finance Manager Westervelt advised on the status of the audit for FY 2014-2015. She commended Council on their decision to update the accounting software.

Recreation Coordinator Vitorino advised on the sign dedication and the centennial social. She thanked Mayor Pro Tem Oliveira and Council member Hasness for their assistance in planning the social. She also reminded everyone of the two remaining centennial events to be held on Saturday, November 21st.

Public Works Director Reyes advised on the City's receipt of a \$1,000 grant from Pacific Gas & Electric to be used for refurbishing the baseball backstops. She advised that her department had started hanging holiday decorations. She also advised that City-wide leaf pickup would be commencing very soon. She gave

an update on several projects she is still working on, including the marquee landscaping, and the Petersen Shelter rehabilitation. Council member Hasness inquired about the downed tree limbs in the wind storm, to which Public Director Reyes provided information.

CITY MANAGER REPORT

City Manager Scully advised on the status of the remodel of the Wilbur Gomes building, and on the O'Reilly's store design plan status. He advised that the City was applying for a grant for water meter replacement. He updated that Public Works Director Reyes and Police Chief Dunford would be attending a Gustine School District meeting to discuss disaster preparedness. Lastly, he thanked everyone for their attendance at the centennial social.

CITY COUNCIL REPORTS

Council member Anderson advised that she distributed the Police Departments Christmas in the Park flyers to her students, who were all excited to see the flyer. She expressed her condolences to the Borba Family on their recent loss.

Council member Hasness thanked Recreation Coordinator Vitorino for her hard work on the centennial events. She advised on her attendance with Council member Nagy at the Transportation Expenditure Plan meetings in Merced, whose goal was to improve the roads in Merced County. She advised on her attendance at the art and essay judging for the Westside Healthcare Task force earlier this morning. She expressed her pride for the High School soccer team, football team and FFA achievements.

Council member Nagy thanked Recreation Coordinator Vitorino, Council member Hasness and Mayor Pro Tem Oliveira for coordinating the centennial celebration; he also thanked staff and the historical society for their contributions. He thanked Public Works for their work on the history museums landscaping. Thanked Gustine FFA for volunteering their day off to clean at the national cemetery. He gave some information on the shared effort with Los Banos and Dos Palos to work on obtaining potential funds for the roads on the Westside through the Transportation Expenditure Plan meetings in Merced he's been attending. He inquired about the status of the mobile security cameras, to which City Manager Scully provided information.

Mayor Pro Tem Oliveira thanked everyone who worked on the centennial celebration. He suggested some solar lights for the new dairy sign. He thanked Leroy Onstine for his work at the centennial social. He advised on his attendance at the Veteran's Day activities and at the Westside Healthcare Task Force art and essay judging. He also advised that he would be attending Merced County Association of Government and Family Resource Center meetings in the near future. Lastly, he wished everyone a safe and good thanksgiving.

Mayor Brazil thanked everyone involved in the centennial social. He thanked the historical society for their contributions to the city. He wished the Gustine High School football team luck in their playoff game on Friday. He thanked Council for attending the Gustine Veteran's day activities. Mayor Brazil recognized the

Chamber of Commerce for their new antiques sign. He reported on his attendance at the recent Gustine School District meeting to discuss the AB30 decision. Lastly, he advised on his attendance at Mr. Eddie Borba's funeral. He asked everyone to keep the Borba family in their thoughts.

CLOSED SESSION

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR- Pursuant to Government Section 54956.8 Agency Negotiator: City Manager; Property: Assessor's Parcel No. 063-160-006 and 063-160-007; Negotiating parties: Elder Pires; Under negotiation: Price and terms of payment**

2. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: 1 case**

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

ADJOURNMENT

Mayor Pro Tem Oliveira moved to adjourn the meeting. The motion was seconded by Council member Nagy. The meeting adjourned at 8:05 P.M.

ATTEST:

CITY CLERK

MAYOR BRAZIL



Warrant List

By Vendor Name

Post Dates 11/18/2015 - 12/01/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: A & A PORTABLES INC				
A & A PORTABLES INC	1-634550	40512	REC - OPEN GYM	55.65
Vendor A & A PORTABLES INC Total:				55.65
Vendor: ACE HARDWARE OF GUSTINE				
ACE HARDWARE OF GUSTI	293588	40513	EQUIP SUPPLIES	29.10
ACE HARDWARE OF GUSTI	293781	40513	WW SUPPLIES	21.03
ACE HARDWARE OF GUSTI	293934	40513	POOL	27.05
ACE HARDWARE OF GUSTI	293942	40513	SUPPLIES	15.04
ACE HARDWARE OF GUSTI	293951	40513	LOCKS/ WATER	85.77
ACE HARDWARE OF GUSTI	293957	40513	PARTS	4.08
ACE HARDWARE OF GUSTI	294038	40513	RAIN GUAGE	3.01
ACE HARDWARE OF GUSTI	294261	40513	LOCK/ WATER	51.80
ACE HARDWARE OF GUSTI	294268	40513	DRILL BIT -WW	12.95
ACE HARDWARE OF GUSTI	294270	40513	PW SUPPLIES	64.79
ACE HARDWARE OF GUSTI	294408	40513	SUPPLIES	4.30
ACE HARDWARE OF GUSTI	294450	40513	DRILL BIT	24.29
ACE HARDWARE OF GUSTI	294451	40513	DRILL BITS	-11.34
ACE HARDWARE OF GUSTI	294464	40513	PAINT	16.17
ACE HARDWARE OF GUSTI	294496	40513	PW SUPPLIES	5.93
ACE HARDWARE OF GUSTI	294506	40513	NO PARKING NUMBERS	10.69
ACE HARDWARE OF GUSTI	294635	40513	SUPPLIES / WW	13.47
ACE HARDWARE OF GUSTI	294943	40513	PARTS	23.33
ACE HARDWARE OF GUSTI	295035	40513	SUPPLIES	4.31
ACE HARDWARE OF GUSTI	295047	40513	REC - SUPPLIES GOMAN K	6.23
ACE HARDWARE OF GUSTI	295067	40513	POOL SUPPLIES	53.96
ACE HARDWARE OF GUSTI	295081	40513	POOL SUPPLIES	57.70
ACE HARDWARE OF GUSTI	295088	40513	SUPPLIES / IRRIGATION	3.22
ACE HARDWARE OF GUSTI	295097	40513	IRRIGATION PARTS	4.72
ACE HARDWARE OF GUSTI	295114	40513	CLEANING SUPPLIES	13.49
ACE HARDWARE OF GUSTI	295193	40513	SUPPLIES	5.39
ACE HARDWARE OF GUSTI	295261	40513	CLEANING SUPPLIES	13.49
ACE HARDWARE OF GUSTI	295307	40513	SUPPLIES	3.77
ACE HARDWARE OF GUSTI	295322	40513	SUPPLIES	3.23
ACE HARDWARE OF GUSTI	295595	40513	TAPE	5.39
ACE HARDWARE OF GUSTI	295620	40513	REC- SHED LOCK	22.67
ACE HARDWARE OF GUSTI	295709	40513	PD SUPPLIES	2.14
ACE HARDWARE OF GUSTI	295787	40513	IRRIGATION REPAIR	56.24
ACE HARDWARE OF GUSTI	295813	40513	REPAIR SUPPLIES	21.60
ACE HARDWARE OF GUSTI	295817	40513	REPAIR SUPPLIES	12.27
ACE HARDWARE OF GUSTI	295835	40513	REPAIR PARTS	1.39
ACE HARDWARE OF GUSTI	295851	40513	SUPPLIES	5.23
ACE HARDWARE OF GUSTI	295867	40513	CREDIT / SUPPLIES	-13.12
ACE HARDWARE OF GUSTI	295892	40513	PD KEY	3.99
ACE HARDWARE OF GUSTI	295924	40513	SUPPLIES	12.93
ACE HARDWARE OF GUSTI	295933	40513	SUPPLIES	5.93
ACE HARDWARE OF GUSTI	295939	40513	SUPPLIES	12.09
ACE HARDWARE OF GUSTI	295989	40513	RETURN CREDIT AL GOMA	-4.30
ACE HARDWARE OF GUSTI	295990	40513	CLAMP / HOSE	1.93

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
ACE HARDWARE OF GUSTI	296265	40513	PARTS	13.71
Vendor ACE HARDWARE OF GUSTINE Total:				731.06
Vendor: AFLAC ADMINISTRATIVE SERVICES				
AFLAC ADMINISTRATIVE SE	874826	40516	PAYROLL DEDUCTIONS	1,670.52
Vendor AFLAC ADMINISTRATIVE SERVICES Total:				1,670.52
Vendor: AMERIPRIDE				
AMERIPRIDE	1501476653	40517	FD SUPPLIES	61.93
Vendor AMERIPRIDE Total:				61.93
Vendor: ANTHONY PALLESCHI				
ANTHONY PALLESCHI	120715 PER DIEM	40518	MILEAGE 12/07/2015 - 12	7.32
ANTHONY PALLESCHI	120715 PER DIEM	40518	MILEAGE 12/07/2015 - 12	34.77
ANTHONY PALLESCHI	120715 PER DIEM	40518	MILEAGE 12/07/2015 - 12	106.14
ANTHONY PALLESCHI	120715 PER DIEM	40518	MILEAGE 12/07/2015 - 12	34.77
Vendor ANTHONY PALLESCHI Total:				183.00
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	506-4123742	40519	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	3.33
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	3.31
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	6.65
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	13.97
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	27.27
ARAMARK UNIFORM SERV	506-4138461	40519	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	506-4153138	40519	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-4167843	40519	PW UNIFORMS	3.33
ARAMARK UNIFORM SERV	506-4167843	40519	PW UNIFORMS	3.31
ARAMARK UNIFORM SERV	506-4167843	40519	PW UNIFORMS	6.65
ARAMARK UNIFORM SERV	506-4167843	40519	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	506-4167843	40519	PW UNIFORMS	13.97
ARAMARK UNIFORM SERV	506-4167843	40519	PW UNIFORMS	27.27
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Vendor ARAMARK UNIFORM SERVICES INC Total:				177.24
Vendor: AT & T				
AT & T	2795789204	40520	INTERNET SVC FIBER	170.13
AT & T	2795789204	40520	INTERNET SVC FIBER	1,701.40
AT & T	2795789204	40520	INTERNET SVC FIBER	680.56
AT & T	2795789204	40520	INTERNET SVC FIBER	680.56
AT & T	2795789204	40520	INTERNET SVC FIBER	170.14
Vendor AT & T Total:				3,402.79
Vendor: AT&T CALNET 2				
AT&T CALNET 2	000007254388	40521	TELEPHONE SERVICE 2343	4.44

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
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AT&T CALNET 2	000007254388	40521	TELEPHONE SERVICE 2343	17.78
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AT&T CALNET 2	000007254392	40521	TELEPHONE SERVICE 2098	0.93
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AT&T CALNET 2	000007310645	40521	TELEPHONE SERVICE 9391	2.66
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AT&T CALNET 2	000007310645	40521	TELEPHONE SERVICE 9391	10.64
AT&T CALNET 2	000007310645	40521	TELEPHONE SERVICE 9391	2.65
AT&T CALNET 2	000007313931	40521	TELEPHONE SERVICE C602	12.83
AT&T CALNET 2	000007313931	40521	TELEPHONE SERVICE C602	128.34
AT&T CALNET 2	000007313931	40521	TELEPHONE SERVICE C602	51.34
AT&T CALNET 2	000007313931	40521	TELEPHONE SERVICE C602	51.34
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AT&T CALNET 2	000007314410	40521	TELEPHONE SERVICE 2098	2.64
Vendor AT&T CALNET 2 Total:				1,092.13
Vendor: B & G AUTO PARTS				
B & G AUTO PARTS	00010219664	40522	PARTS	9.84
Vendor B & G AUTO PARTS Total:				9.84
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REP	18009	40523	PD GENERATOR REPAIR	499.30
BAKER SUPPLIES AND REP	18009	40523	PD GENERATOR REPAIR	499.29
Vendor BAKER SUPPLIES AND REPAIRS Total:				998.59

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: BARTON OVERHEARD DOOR				
BARTON OVERHEARD DO	0238917-IN	40524	PD GARAGE DOOR OPENE	281.65
Vendor BARTON OVERHEARD DOOR Total:				281.65
Vendor: BYRON FAULDER				
BYRON FAULDER	DECEMBER 2015	40525	LEASE AGREEMENT	83.33
BYRON FAULDER	DECEMBER 2015	40525	LEASE AGREEMENT	83.34
BYRON FAULDER	DECEMBER 2015	40525	LEASE AGREEMENT	83.33
Vendor BYRON FAULDER Total:				250.00
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBU	PR-11/14/15	40526	PAYROLL DEDUCTIONS	242.30
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				242.30
Vendor: CANON SOLUTIONS AMERICA				
CANON SOLUTIONS AMER	4017567426	40527	COPIER LEASE	25.49
CANON SOLUTIONS AMER	4017567426	40527	COPIER LEASE	47.79
CANON SOLUTIONS AMER	4017567426	40527	COPIER LEASE	6.37
CANON SOLUTIONS AMER	4017567426	40527	COPIER LEASE	79.66
CANON SOLUTIONS AMER	4017567426	40527	COPIER LEASE	79.66
CANON SOLUTIONS AMER	4017567426	40527	COPIER LEASE	79.66
Vendor CANON SOLUTIONS AMERICA Total:				318.63
Vendor: CENTRAL CALIF IRRIGATION DIST				
CENTRAL CALIF IRRIGATIO	J 15-251	40528	STORM DRIAN MAINT.	2,328.00
Vendor CENTRAL CALIF IRRIGATION DIST Total:				2,328.00
Vendor: CENTRAL VALLEY TOXICOLOGY				
CENTRAL VALLEY TOXICOL	243821	40529	DRUG TESTS PD	78.00
CENTRAL VALLEY TOXICOL	244233	40529	DRUG TESTS PD	78.00
CENTRAL VALLEY TOXICOL	244234	40529	DRUG TESTS PD	78.00
CENTRAL VALLEY TOXICOL	244408	40529	DRUG TESTS PD	78.00
Vendor CENTRAL VALLEY TOXICOLOGY Total:				312.00
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	7114	40530	OCTOBER 2015	25.00
CSG CONSULTING - PRECIS	7114	40530	OCTOBER 2015	1,440.52
CSG CONSULTING - PRECIS	7114	40530	OCTOBER 2015	597.52
Vendor CSG CONSULTING - PRECISION Total:				2,063.04
Vendor: E & M ELECTRIC CO.				
E & M ELECTRIC CO.	77800	40531	WW PLANT EQUIPMENT	80.00
Vendor E & M ELECTRIC CO. Total:				80.00
Vendor: EFTPS				
EFTPS	PR- 11/14/15	1899	PAYROLL TAXES	6,901.54
EFTPS	PR- 11/14/2015	1901	PAYROLL TAXES	5,432.22
EFTPS	PR/11/14/15	1900	PAYROLL TAXES	1,769.30
Vendor EFTPS Total:				14,103.06
Vendor: EMPLOYMENT DEVELOPMENT DEPARTMENT				
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	8.97
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	5.98
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	4.64
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	14.95
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	296.01
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	29.90
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	4.49
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	22.43
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	2.99
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	4.64
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	4.49

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	43.36
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	0.74
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	4.19
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	2.99
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	2.99
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	27.06
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	1.50
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	29.90
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	1.19
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	3.59
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	1.35
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	2.69
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	20.93
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	48.73
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	8.97
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	2.09
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	7.23
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	95.98
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	16.75
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	41.50
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	8.97
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	0.90
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	8.97
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	81.47
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	4.49
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	17.94
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	5.09
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	1.50
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	2.99
EMPLOYMENT DEVELOPM	2015 QTR 3	40532	UNEMPLOYMENT INSURA	1.46
Vendor EMPLOYMENT DEVELOPMENT DEPARTMENT Total:				897.00
Vendor: EMPLOYMENT DEVELOPMENT DEPT				
EMPLOYMENT DEVELOPM	PR- 11/14/15	1897	State WH	1,772.17
EMPLOYMENT DEVELOPM	PR- 11/14/2015	1898	PAYROLL TAXES	500.89
Vendor EMPLOYMENT DEVELOPMENT DEPT Total:				2,273.06
Vendor: FAR WEST LABORATORIES, INC.				
FAR WEST LABORATORIES,	80405	40533	WATER ANALYSIS	350.00
Vendor FAR WEST LABORATORIES, INC. Total:				350.00
Vendor: FPDRTC (FRESNO POLICE DEPT REGIONAL TRAINING CENTER)				
FPDRTC (FRESNO POLICE	RTC0001835	40534	FPDRTC TRAINING	341.00
Vendor FPDRTC (FRESNO POLICE DEPT REGIONAL TRAINING CENTER) Total:				341.00
Vendor: FRANCHISE TAX BOARD				
FRANCHISE TAX BOARD	PR-11/14/15	40535	PAYROLL DEDUCTION CAS	190.00
Vendor FRANCHISE TAX BOARD Total:				190.00
Vendor: G&K SERVICES				
G&K SERVICES	1057193421	40536	PW UNIFORMS	2.32
G&K SERVICES	1057193421	40536	PW UNIFORMS	2.32
G&K SERVICES	1057193421	40536	PW UNIFORMS	4.63
G&K SERVICES	1057193421	40536	PW UNIFORMS	4.17
G&K SERVICES	1057193421	40536	PW UNIFORMS	9.73
G&K SERVICES	1057193421	40536	PW UNIFORMS	19.00
G&K SERVICES	1057193421	40536	PW UNIFORMS	4.17
Vendor G&K SERVICES Total:				46.34

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: GOUVEIA ENGINEERING INC				
GOUVEIA ENGINEERING I	4700	40537	FEIHE PLANNING	842.63
GOUVEIA ENGINEERING I	4702	40537	SEWER	708.75
GOUVEIA ENGINEERING I	4703	40537	CONSTRUCT ROUNDABOU	2,692.50
GOUVEIA ENGINEERING I	4704	40537	CONTRUCT HWY 33/140 B	1,406.25
GOUVEIA ENGINEERING I	4705	40537	HSIP MEDIAN DESIGN PHA	3,746.78
GOUVEIA ENGINEERING I	4706	40537	SCHMIDT PARK CLASS 1 T	780.00
GOUVEIA ENGINEERING I	4707	40537	CONSTRUCT ROUNDABOU	1,023.75
GOUVEIA ENGINEERING I	4708	40537	STREETS	811.13
GOUVEIA ENGINEERING I	4709	40537	FEIHE PLANNING	496.13
Vendor GOUVEIA ENGINEERING INC Total:				12,507.92
Vendor: GUERRERO'S TIRE & AUTO REPAIR				
GUERRERO'S TIRE & AUTO	08242015	40538	TIRE REPAIR	15.00
GUERRERO'S TIRE & AUTO	09142015	40538	EQUIP REPAIR	25.00
GUERRERO'S TIRE & AUTO	10012015	40538	EQUIP TIRES	80.00
GUERRERO'S TIRE & AUTO	10242015	40538	EQUIP TIRE	30.00
GUERRERO'S TIRE & AUTO	11172015	40538	TIRE / EQUIPMENT	175.00
Vendor GUERRERO'S TIRE & AUTO REPAIR Total:				325.00
Vendor: HOLIDAY INN EXPRESS HOTEL & SUITES N FRESNO				
HOLIDAY INN EXPRESS HO	120715 HOTEL	40539	HOTEL FOR 12/07 - 12/10/	301.71
Vendor HOLIDAY INN EXPRESS HOTEL & SUITES N FRESNO Total:				301.71
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	359677	40540	WW ANALYSIS	1,292.00
IEH-JL ANALYTICAL	361231	40540	WW ANALYSIS	144.00
Vendor IEH-JL ANALYTICAL Total:				1,436.00
Vendor: IMAGE IMPRINT				
IMAGE IMPRINT	71751	40541	OFFICE COMM PROM	21.00
IMAGE IMPRINT	71751	40541	OFFICE COMM PROM	5.25
IMAGE IMPRINT	71751	40541	OFFICE COMM PROM	78.76
IMAGE IMPRINT	71751	40541	OFFICE COMM PROM	78.76
IMAGE IMPRINT	71751	40541	OFFICE COMM PROM	78.75
Vendor IMAGE IMPRINT Total:				262.52
Vendor: JONATHAN ROBERT FLANAGAN				
JONATHAN ROBERT FLAN	0206	40542	CENTENNIAL - HATS	332.64
Vendor JONATHAN ROBERT FLANAGAN Total:				332.64
Vendor: LEE'S FLORAL & GIFT SHOP				
LEE'S FLORAL & GIFT SHOP	5725	40543	CENTENNIAL CENTER PIEC	891.00
Vendor LEE'S FLORAL & GIFT SHOP Total:				891.00
Vendor: LOU'S GLOVES, INC.				
LOU'S GLOVES, INC.	011265	40544	SAFTEY GLOVES	87.00
Vendor LOU'S GLOVES, INC. Total:				87.00
Vendor: MARYANN VIERRA				
MARYANN VIERRA	DECEMBER 2015	40545	LOAN PAYMENT	489.14
MARYANN VIERRA	DECEMBER 2015	40545	LOAN PAYMENT	789.99
MARYANN VIERRA	DECEMBER 2015	40545	LOAN PAYMENT	489.14
MARYANN VIERRA	DECEMBER 2015	40545	LOAN PAYMENT	789.98
Vendor MARYANN VIERRA Total:				2,558.25
Vendor: MCNAMARA SPORT				
MCNAMARA SPORT	C32089	40546	REC - SOFTBALL TOURNA	49.64
Vendor MCNAMARA SPORT Total:				49.64

Warrant List

Post Dates: 11/18/2015 - 12/01/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: MELANIE CORREA				
MELANIE CORREA	11/5&11/12 MILEAGE	40547	MILEAGE NOTARY CLASS	94.39
Vendor MELANIE CORREA Total:				94.39
Vendor: MICHAEL ROSSITER				
MICHAEL ROSSITER	11022015 MILEAGE	40548	11/2 & 11/5 TRAINING / 1	152.55
Vendor MICHAEL ROSSITER Total:				152.55
Vendor: P G & E				
P G & E	2241363958	40549	WWTP ELECTRIC	84.77
Vendor P G & E Total:				84.77
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR-11/14/15	40550	PAYROLL DEDUCTIONS	480.00
Vendor POLICE OFFICERS ASSOC Total:				480.00
Vendor: PREMIER ACCESS INSURANCE COMPANY				
PREMIER ACCESS INSURA	DEC 15 ADJ BZ	40551	ADJUSTMENT OFFICER PD	887.77
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	19.48
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	30.19
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	12.33
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	1,279.92
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	194.75
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	35.49
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	20.10
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	21.70
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	9.74
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	64.60
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	4.87
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	19.48
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	81.66
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	60.22
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	11.69
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	8.76
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	10.31
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	183.07
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	58.43
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	4.22
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	299.60
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	124.64
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	58.43
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	1.81
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	362.28
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	5.84
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	21.42
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	13.63
PREMIER ACCESS INSURA	DECEMBER 2015	40551	DENTAL INSURANCE	12.95
Vendor PREMIER ACCESS INSURANCE COMPANY Total:				3,919.38
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	48.57
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	27.39
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	34.25
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	23.83
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	235.27
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	185.16
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	24.28
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	89.58

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	75.52
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	29.75
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	37.98
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	199.92
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	5.52
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	55.52
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	24.28
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	22.10
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	149.73
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	9.71
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	14.93
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	9.94
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	27.89
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	155.41
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	212.24
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	66.29
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	583.88
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	150.55
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	152.68
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	66.29
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	664.20
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	24.28
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	22.39
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	39.69
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	11.05
PUBLIC EMP RETIREMENT	100000014647917	1909	RETIREMENT CONTRIB.- F	34.93
PUBLIC EMP RETIREMENT	100000014647927	1908	RETIREMENT CONTRIB.- F	7,631.47
PUBLIC EMP RETIREMENT	100000014647927	1908	RETIREMENT CONTRIB.- F	651.65
PUBLIC EMP RETIREMENT	100000014647927	1908	RETIREMENT CONTRIB.- F	130.12
PUBLIC EMP RETIREMENT	100000014647927	1908	RETIREMENT CONTRIB.- F	55.76
PUBLIC EMP RETIREMENT	PR-11/14/15EECLASSICMI	1902	RETIREMENT CONTRIBUTI	2,150.51
PUBLIC EMP RETIREMENT	PR-11/14/15EECLASSICSA	1903	RETIREMENT CONTRIBUTI	1,648.26
PUBLIC EMP RETIREMENT	PR-11/14/15EEPEPRASAFE	1904	RETIREMENT CONTRIBUTI	419.13
PUBLIC EMP RETIREMENT	PR-11/14/15ERCLASSICMI	1905	RETIREMENT CONTRIBUTI	2,520.32
PUBLIC EMP RETIREMENT	PR-11/14/15ERCLASSICSA	1906	RETIREMENT CONTRIBUTI	2,919.17
PUBLIC EMP RETIREMENT	PR-11/14/15ERPEPRASAFE	1907	RETIREMENT CONTRIBUTI	406.56
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				22,047.95

Vendor: QUICK PC SUPPORT

QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	19.72
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	19.72
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	98.60
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	29.58
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	29.58
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	19.72
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	29.58
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	147.90
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	197.20
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	197.20
QUICK PC SUPPORT	10872	40552	I.T. SUPPORT	197.20
Vendor QUICK PC SUPPORT Total:				986.00

Vendor: S & N AIROFLO, INC

S & N AIROFLO, INC	16294	40553	WW EQUIP AERATORS (4)	89,598.96
Vendor S & N AIROFLO, INC Total:				89,598.96

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: SAFE T LITE				
SAFE T LITE	317167	40554	GPS - BARRICADES	1,107.10
Vendor SAFE T LITE Total:				1,107.10
Vendor: SAN JOAQUIN VALLEY INSURANCE AUTHORITY				
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	130.34
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	202.02
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	82.36
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	9,047.08
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	1,303.36
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	225.87
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	133.94
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	144.34
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	65.17
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	416.24
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	32.58
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	130.34
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	541.31
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	430.06
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	79.76
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	58.65
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	69.05
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	1,271.90
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	391.01
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	1,980.21
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	857.52
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	391.01
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	2,440.36
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	41.44
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	147.27
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	91.24
SAN JOAQUIN VALLEY INS	DECEMBER 2015	40555	HEALTH INSURANCE	85.97
Vendor SAN JOAQUIN VALLEY INSURANCE AUTHORITY Total:				20,790.40
Vendor: STATE OF CALIFORNIA				
STATE OF CALIFORNIA	133480	40556	PD FINGERPRINT	209.00
Vendor STATE OF CALIFORNIA Total:				209.00
Vendor: STATE WATER RESOURCES CONTROL BD				
STATE WATER RESOURCES	WD-0110712	40557	WW PERMIT	24,833.00
STATE WATER RESOURCES	WD-0112127	40558	PERMIT WW	2,088.00
Vendor STATE WATER RESOURCES CONTROL BD Total:				26,921.00
Vendor: SWANK MOTION PICTURES, INC				
SWANK MOTION PICTURE	RG2122522	40559	CENTENNIAL MOVIE NIGH	226.00
Vendor SWANK MOTION PICTURES, INC Total:				226.00
Vendor: TENNEY A. NORQUIST				
TENNEY A. NORQUIST	0000019368	40560	PD HVAC REPAIR	506.00
Vendor TENNEY A. NORQUIST Total:				506.00
Vendor: TERMINIX INTERNATIONAL				
TERMINIX INTERNATIONA	349695519	40561	LIBRARY / PEST CONTROL	34.00
Vendor TERMINIX INTERNATIONAL Total:				34.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	42281	40562	FUEL FD/PD/PW VEHICLE	48.62
TESEI PETROLEUM	42281	40562	FUEL FD/PD/PW VEHICLE	768.85
TESEI PETROLEUM	42281	40562	FUEL FD/PD/PW VEHICLE	123.76
TESEI PETROLEUM	42281	40562	FUEL FD/PD/PW VEHICLE	26.52

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Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
TESEI PETROLEUM	42281	40562	FUEL FD/PD/PW VEHICLE	129.51
TESEI PETROLEUM	42281	40562	FUEL FD/PD/PW VEHICLE	129.99
Vendor TESEI PETROLEUM Total:				1,227.25
Vendor: THE OFFICE CITY				
THE OFFICE CITY	IN-1319036	40563	PD OFFICE SUPPLIES	67.93
THE OFFICE CITY	IN-1320724	40563	PD OFFICE SUPPLIES	7.33
Vendor THE OFFICE CITY Total:				75.26
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD	110415 DD HALLOWEEN	40564	PD HALLOWEEN	1,348.78
TRI COUNTIES BANK CARD	110415 DD MTG	40564	RECRUITMENT MTG	47.66
TRI COUNTIES BANK CARD	110415 DD SUPPLIES	40564	PD SUPPLIES AMAZ	71.13
TRI COUNTIES BANK CARD	110415 KR CHRISTMAS	40564	HOLIDAY LIGHTS	225.73
TRI COUNTIES BANK CARD	110415 SS CENT PARTY	40564	CENTENNIAL SUPPLIES	66.82
TRI COUNTIES BANK CARD	110415 SS MOVIE SCREEN	40564	MOVIE NIGHT SCREEN	279.49
TRI COUNTIES BANK CARD	110415 SS SOFTBALL	40564	SOFTBALL REC	69.67
TRI COUNTIES BANK CARD	110415 SS TIME CAPSULE	40564	TIME CAPSULE CENTENNI	1,089.84
TRI COUNTIES BANK CARD	110415 SS WEB	40564	WEB SVC	3.00
TRI COUNTIES BANK CARD	110415 SS WEB	40564	WEB SVC	20.40
TRI COUNTIES BANK CARD	110415 SS WEB	40564	WEB SVC	20.40
TRI COUNTIES BANK CARD	110415 SS WEB	40564	WEB SVC	16.20
TRI COUNTIES BANK CARD	CM0000190	40564	OFFICE SUPPLIES	-192.24
TRI COUNTIES BANK CARD	CM0000190	40564	OFFICE SUPPLIES	-48.06
TRI COUNTIES BANK CARD	CM0000190	40564	OFFICE SUPPLIES	-720.90
TRI COUNTIES BANK CARD	CM0000190	40564	OFFICE SUPPLIES	-720.90
TRI COUNTIES BANK CARD	CM0000190	40564	OFFICE SUPPLIES	-720.90
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				856.12
Vendor: VANESSA DANIELLE MARTINS				
VANESSA DANIELLE MARTI	YOGA11182015	40565	YOGA CLASSES 10/13 - 11/	600.00
Vendor VANESSA DANIELLE MARTINS Total:				600.00
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUP	PR- 11/14/15	40566	PAYROLL DEDUCTION	142.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				142.71
Vendor: WESTSIDE WELDING & RADIATOR				
WESTSIDE WELDING & RA	9510	40567	EQUIP REPAIR	750.47
Vendor WESTSIDE WELDING & RADIATOR Total:				750.47
Vendor: YANCEY LUMBER CO				
YANCEY LUMBER CO	A2015043193	40568	PAVEMENT BREAKER	55.00
YANCEY LUMBER CO	A2015046175	40568	KEYS / GOMAN	2.89
YANCEY LUMBER CO	A2015047315	40568	PD SUPPLIES	7.24
YANCEY LUMBER CO	A201543188	40568	GOMAN SINK	20.97
YANCEY LUMBER CO	R2015034121	40568	REC - CHALK ADULT BASEB	19.67
Vendor YANCEY LUMBER CO Total:				105.77
Grand Total:				222,125.59

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	37,463.57
009 - COMMUNITY CENTER FUND	471.49
016 - SWIM POOL FUND	366.40
017 - CITY WIDE LIGHTING & LAND	1,172.34
019 - RECREATION FUND	3,836.09
020 - SURFACE TRANS SERV FUND	6,956.78
021 - ST/SIDEWALK MAINT	1,858.34
024 - COPS GRANT	1,171.83
059 - STORM DRAIN	2,748.97
060 - WATER FUND	8,806.24
061 - SEWER FUND	38,005.85
062 - REFUSE	30.72
063 - AIRPORT FUND	469.19
064 - SEWER CAPITAL FUND	89,598.96
074 - ASSESS - BORRELLI	3.22
099 - PAYROLL TRUST FUND	29,165.60
Grand Total:	222,125.59

Account Summary

Account Number	Account Name	Payment Amount
001-0000-410.000-00	BUSINESS LIC & PERMIT	25.00
001-0000-430.010-00	SPECIAL POLICE SERVICE	1,107.10
001-0110-500.010-00	SALARIES - PART TIME E	2,692.50
001-0110-530.201-00	OTHER CONTRACT SERVI	19.72
001-0120-510.000-00	PERS	48.57
001-0120-510.012-00	UNEMPLOYMENT INSUR	8.97
001-0140-510.000-00	PERS	27.39
001-0140-510.012-00	UNEMPLOYMENT INSUR	5.98
001-0140-510.020-00	GROUP HEALTH INSURA	149.82
001-0140-520.000-00	OFFICE SUPPLIES	-171.24
001-0140-530.009-00	OTHER PROFESSIONAL S	7.32
001-0140-530.011-00	TELEPHONE & INTERNET	224.73
001-0140-530.091-00	MEETINGS & TRAINING	94.39
001-0140-530.201-00	OTHER CONTRACT SERVI	48.21
001-0142-510.000-00	PERS	34.25
001-0142-510.012-00	UNEMPLOYMENT INSUR	4.64
001-0142-510.020-00	GROUP HEALTH INSURA	232.21
001-0150-510.000-00	PERS	23.83
001-0150-510.012-00	UNEMPLOYMENT INSUR	14.95
001-0150-510.020-00	GROUP HEALTH INSURA	94.69
001-0150-520.011-00	UNIFORM ALLOWANCE	11.20
001-0150-520.040-00	FUEL	48.62
001-0150-530.201-00	OTHER CONTRACT SERVI	34.00
001-0210-510.000-00	PERS	7,866.74
001-0210-510.012-00	UNEMPLOYMENT INSUR	296.01
001-0210-510.020-00	GROUP HEALTH INSURA	11,214.77
001-0210-520.000-00	OFFICE SUPPLIES	75.26
001-0210-520.010-00	DEPT OPERATING SUPPL	364.01
001-0210-520.040-00	FUEL	768.85
001-0210-530.009-00	OTHER PROFESSIONAL S	521.00
001-0210-530.011-00	TELEPHONE & INTERNET	2,247.48
001-0210-530.072-00	OTHER EQUIPMENT REP	1,005.30
001-0210-530.089-00	COMMUNITY PROMOTI	1,348.78
001-0210-530.091-00	MEETINGS & TRAINING	842.92
001-0210-530.201-00	OTHER CONTRACT SERVI	146.39
001-0220-520.010-00	DEPT OPERATING SUPPL	61.93
001-0230-510.000-00	PERS	185.16

Account Summary

Account Number	Account Name	Payment Amount
001-0230-510.012-00	UNEMPLOYMENT INSUR	29.90
001-0230-510.020-00	GROUP HEALTH INSURA	1,498.11
001-0410-510.000-00	PERS	24.28
001-0410-510.012-00	UNEMPLOYMENT INSUR	4.49
001-0410-530.009-00	OTHER PROFESSIONAL S	1,338.76
001-0410-530.094-00	PLANNING/CONSTRUCT	2,038.04
001-0610-510.000-00	PERS	89.58
001-0610-510.012-00	UNEMPLOYMENT INSUR	22.43
001-0610-510.020-00	GROUP HEALTH INSURA	261.36
001-0610-520.010-00	DEPT OPERATING SUPPL	151.12
001-0610-520.011-00	UNIFORM ALLOWANCE	11.14
001-0610-520.030-00	MOTOR VEHICLE EXPEN	15.00
001-0610-530.072-00	OTHER EQUIPMENT REP	135.00
001-0610-530.201-00	OTHER CONTRACT SERVI	29.58
001-0610-540.011-00	BUILDINGS	83.33
009-0150-510.000-00	PERS	75.52
009-0150-510.012-00	UNEMPLOYMENT INSUR	2.99
009-0150-510.020-00	GROUP HEALTH INSURA	154.04
009-0150-520.010-00	DEPT OPERATING SUPPL	85.60
009-0150-520.040-00	FUEL	123.76
009-0150-530.201-00	OTHER CONTRACT SERVI	29.58
016-0613-510.000-00	PERS	29.75
016-0613-510.012-00	UNEMPLOYMENT INSUR	4.64
016-0613-510.020-00	GROUP HEALTH INSURA	166.04
016-0613-520.010-00	DEPT OPERATING SUPPL	146.25
016-0613-530.201-00	OTHER CONTRACT SERVI	19.72
017-0120-510.000-00	PERS	37.98
017-0120-510.012-00	UNEMPLOYMENT INSUR	4.49
017-0120-510.020-00	GROUP HEALTH INSURA	74.91
017-0270-520.010-00	DEPT OPERATING SUPPL	56.24
017-0610-510.000-00	PERS	199.92
017-0610-510.012-00	UNEMPLOYMENT INSUR	43.36
017-0610-510.020-00	GROUP HEALTH INSURA	480.84
017-0610-520.010-00	DEPT OPERATING SUPPL	225.73
017-0610-520.011-00	UNIFORM ALLOWANCE	22.35
017-0610-520.040-00	FUEL	26.52
019-0100-530.087-00	CENTENNIAL EXPENSES	2,606.30
019-0120-510.012-00	UNEMPLOYMENT INSUR	0.74
019-0120-510.020-00	GROUP HEALTH INSURA	37.45
019-0142-510.000-00	PERS	5.52
019-0610-510.000-00	PERS	55.52
019-0613-510.012-00	UNEMPLOYMENT INSUR	4.19
019-0613-520.010-00	DEPT OPERATING SUPPL	441.14
019-0613-530.201-00	OTHER CONTRACT SERVI	685.23
020-0310-530.009-00	OTHER PROFESSIONAL S	6,956.78
021-0120-510.000-00	PERS	24.28
021-0120-510.012-00	UNEMPLOYMENT INSUR	2.99
021-0142-510.000-00	PERS	22.10
021-0142-510.012-00	UNEMPLOYMENT INSUR	2.99
021-0142-510.020-00	GROUP HEALTH INSURA	149.82
021-0310-510.000-00	PERS	149.73
021-0310-510.012-00	UNEMPLOYMENT INSUR	27.06
021-0310-510.020-00	GROUP HEALTH INSURA	622.97
021-0310-520.010-00	DEPT OPERATING SUPPL	23.64
021-0310-520.011-00	UNIFORM ALLOWANCE	20.13
021-0310-530.009-00	OTHER PROFESSIONAL S	811.13
021-0410-510.012-00	UNEMPLOYMENT INSUR	1.50
024-0210-510.000-00	PERS	651.65

Account Summary

Account Number	Account Name	Payment Amount
024-0210-510.012-00	UNEMPLOYMENT INSUR	29.90
024-0210-510.020-00	GROUP HEALTH INSURA	490.28
059-0120-510.000-00	PERS	9.71
059-0120-510.012-00	UNEMPLOYMENT INSUR	1.19
059-0140-510.000-00	PERS	14.93
059-0140-510.012-00	UNEMPLOYMENT INSUR	3.59
059-0140-510.020-00	GROUP HEALTH INSURA	91.45
059-0140-520.000-00	OFFICE SUPPLIES	-42.81
059-0140-530.201-00	OTHER CONTRACT SERVI	6.37
059-0142-510.000-00	PERS	9.94
059-0142-510.012-00	UNEMPLOYMENT INSUR	1.35
059-0142-510.020-00	GROUP HEALTH INSURA	67.41
059-0730-510.000-00	PERS	27.89
059-0730-510.012-00	UNEMPLOYMENT INSUR	2.69
059-0730-510.020-00	GROUP HEALTH INSURA	79.36
059-0730-530.201-00	OTHER CONTRACT SERVI	2,475.90
060-0120-510.000-00	PERS	155.41
060-0120-510.012-00	UNEMPLOYMENT INSUR	20.93
060-0140-510.000-00	PERS	212.24
060-0140-510.012-00	UNEMPLOYMENT INSUR	48.73
060-0140-510.020-00	GROUP HEALTH INSURA	1,454.97
060-0140-520.000-00	OFFICE SUPPLIES	-642.14
060-0140-530.009-00	OTHER PROFESSIONAL S	34.77
060-0140-530.011-00	TELEPHONE & INTERNET	898.99
060-0140-530.201-00	OTHER CONTRACT SERVI	100.06
060-0142-510.000-00	PERS	66.29
060-0142-510.012-00	UNEMPLOYMENT INSUR	8.97
060-0142-510.020-00	GROUP HEALTH INSURA	449.44
060-0210-510.000-00	PERS	130.12
060-0210-510.012-00	UNEMPLOYMENT INSUR	2.09
060-0210-510.020-00	GROUP HEALTH INSURA	4.22
060-0410-510.012-00	UNEMPLOYMENT INSUR	7.23
060-0710-510.000-00	PERS	583.88
060-0710-510.012-00	UNEMPLOYMENT INSUR	95.98
060-0710-510.020-00	GROUP HEALTH INSURA	2,279.81
060-0710-520.010-00	DEPT OPERATING SUPPL	253.83
060-0710-520.011-00	UNIFORM ALLOWANCE	46.95
060-0710-520.040-00	FUEL	129.51
060-0710-530.072-00	OTHER EQUIPMENT REP	499.29
060-0710-530.111-00	NOTE	489.14
060-0710-530.122-00	INTEREST	789.99
060-0710-530.201-00	OTHER CONTRACT SERVI	547.20
060-0710-540.011-00	BUILDINGS	83.34
060-0710-540.030-00	MACHINERY & EQUIPME	55.00
061-0120-510.000-00	PERS	150.55
061-0120-510.012-00	UNEMPLOYMENT INSUR	16.75
061-0140-510.000-00	PERS	152.68
061-0140-510.012-00	UNEMPLOYMENT INSUR	41.50
061-0140-510.020-00	GROUP HEALTH INSURA	982.16
061-0140-520.000-00	OFFICE SUPPLIES	-642.14
061-0140-530.009-00	OTHER PROFESSIONAL S	106.14
061-0140-530.011-00	TELEPHONE & INTERNET	898.99
061-0140-530.201-00	OTHER CONTRACT SERVI	116.26
061-0142-510.000-00	PERS	66.29
061-0142-510.012-00	UNEMPLOYMENT INSUR	8.97
061-0142-510.020-00	GROUP HEALTH INSURA	449.44
061-0210-510.000-00	PERS	55.76
061-0210-510.012-00	UNEMPLOYMENT INSUR	0.90

Account Summary

Account Number	Account Name	Payment Amount
061-0210-510.020-00	GROUP HEALTH INSURA	1.81
061-0410-510.012-00	UNEMPLOYMENT INSUR	8.97
061-0520-510.000-00	PERS	664.20
061-0520-510.012-00	UNEMPLOYMENT INSUR	81.47
061-0520-510.020-00	GROUP HEALTH INSURA	2,802.64
061-0520-520.010-00	DEPT OPERATING SUPPL	105.20
061-0520-520.011-00	UNIFORM ALLOWANCE	91.68
061-0520-520.040-00	FUEL	129.99
061-0520-530.009-00	OTHER PROFESSIONAL S	708.75
061-0520-530.060-00	ELECTRIC	84.77
061-0520-530.072-00	OTHER EQUIPMENT REP	1,005.47
061-0520-530.094-00	LICENSES & PERMIT FEE	26,921.00
061-0520-530.111-00	NOTE	489.14
061-0520-530.122-00	INTEREST	789.98
061-0520-530.201-00	OTHER CONTRACT SERVI	1,633.20
061-0520-540.011-00	BUILDINGS	83.33
062-0120-510.000-00	PERS	24.28
062-0120-510.012-00	UNEMPLOYMENT INSUR	4.49
062-0140-510.000-00	PERS	22.39
062-0140-510.012-00	UNEMPLOYMENT INSUR	17.94
062-0140-510.020-00	GROUP HEALTH INSURA	47.28
062-0140-520.000-00	OFFICE SUPPLIES	-642.15
062-0140-530.009-00	OTHER PROFESSIONAL S	34.77
062-0140-530.011-00	TELEPHONE & INTERNET	224.73
062-0140-530.201-00	OTHER CONTRACT SERVI	79.66
062-0510-520.011-00	UNIFORM ALLOWANCE	20.13
062-0510-530.201-00	OTHER CONTRACT SERVI	197.20
063-0120-510.000-00	PERS	39.69
063-0120-510.012-00	UNEMPLOYMENT INSUR	5.09
063-0120-510.020-00	GROUP HEALTH INSURA	168.69
063-0142-510.000-00	PERS	11.05
063-0142-510.012-00	UNEMPLOYMENT INSUR	1.50
063-0142-510.020-00	GROUP HEALTH INSURA	104.87
063-0340-510.000-00	PERS	34.93
063-0340-510.012-00	UNEMPLOYMENT INSUR	2.99
063-0340-510.020-00	GROUP HEALTH INSURA	98.92
063-0410-510.012-00	UNEMPLOYMENT INSUR	1.46
064-0520-540.030-00	MACHINERY & EQUIPME	89,598.96
074-0910-520.010-00	DEPT OPERATING SUPPL	3.22
099-0000-220.010	FICA TAXES PAYABLE	8,670.84
099-0000-220.020	FIT W/H PAYABLE	5,432.22
099-0000-220.030	SIT W/H PAYABLE	1,772.17
099-0000-220.050	PERS PAYABLE	10,063.95
099-0000-220.065	AFLAC PAYABLE	1,670.52
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.090	DISABILITY (SDI) PAYABL	500.89
099-0000-220.094	FRANCHISE TAX BOARD	190.00
099-0000-220.097	CALIFORNIA STATE DISB	242.30
099-0000-220.098	WASHINGTON SUPPORT	142.71
	Grand Total:	222,125.59

Project Account Summary

Project Account Key	Payment Amount
None	222,125.59
Grand Total:	222,125.59

Jami Westervelt



COUNCIL AGENDA ITEM

DECEMBER 1, 2015

PREPARED BY: Sean Scully, City Manager

SUBJECT: Lease Approval Parcel Numbers 063-160-006 & 063-160-007

DISCUSSION

The City of Gustine has been in negotiations with Pires Dairy Farms on the potential lease of two City properties located east of City limits and south of the Waste Water Treatment Plant. The properties have been in various forms of year to year leases with the Pires over the past 5 years. A 5 year term has been negotiated and the negotiated terms are represented in the lease which has been drafted by the City Attorney.

If approved the lessee would enter into a three year term with an additional mutually negotiated two year option thereafter.

RECOMMENDATION

Council consider approving the attached resolution which approves the attached farm lease with John B. Pires.

EXHIBIT

A) Resolution 2015-XXXX (includes lease as attachment)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GUSTINE APPROVING THE LEASE OF REAL PROPERTY FOR
AGRICULTURAL FARMING PURPOSES**

WHEREAS, the City of Gustine ("City") owns the real property located in Merced County, State of California, Assessor's Parcel Numbers 063-160-006 and 063-160-007 ("Property"); and

WHEREAS, Government Code sections 37380 and 37382 authorize the City to lease property owned or held or controlled by it, including land used for agricultural purposes; and

WHEREAS, pursuant to a Farm Lease Agreement ("Lease"), the City desires to lease the Property to John B. Pires and Cecilia Pires, Trustees of the John and Cecilia Pires Living Trust Dated February 3, 1992 ("Tenant"); and

WHEREAS, subject to the terms and conditions of the Lease, Tenant shall use the Property solely for agricultural farming and related purposes, in accordance with good husbandry and the best practices in the agricultural community in which the Property is located; and

WHEREAS, pursuant to its authority under Government Code section 37350 the City of Gustine may purchase, lease, receive, hold, and enjoy real and personal property, and control and dispose of it for the common benefit; and

WHEREAS, the Lease of the Property to Tenant serves the common benefit by ensuring the Property is put to good and productive agricultural use and maintained in good order, preventing waste and nuisance; and

WHEREAS, the Property is not surplus property subject to the requirements of Government Code section 54220 et seq. because the Property may be necessary in the future for City wastewater purposes or other City uses; and

WHEREAS, the City Council wishes to approve the Lease of the Property to Tenant on the terms and conditions set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GUSTINE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Findings. The City Council of the City of Gustine hereby finds:

1. The Lease of the Property from City to Tenant for agricultural purposes, a use consistent with the Property's existing use, serves the common benefit and community by ensuring the land is used and maintained in good order and repair for a productive and beneficial use, and therefore also helps prevent waste and nuisance from occurring on the Property.

2. The Property is not surplus, and therefore is not subject to the requirements and procedures set forth in Government Code section 54220, because the Property may be necessary for future City uses and purposes, including for the City's Wastewater Treatment Plant activities or other needed public uses. As such, the City Council finds and determines that the Property is still necessary for the City's use.

Section 3. Farm Lease Agreement. The City Council hereby authorizes the City Manager to approve and execute the Farm Lease Agreement attached as Exhibit A to this Resolution. The City Manager may sign and execute any other documents necessary to effectuate the agreement as contemplated in the Lease.

Section 4. CEQA. The City Council hereby finds and determines that it can be seen with certainty that there is no possibility that leasing the Property will have a significant adverse effect on the environment. Thus, the adoption of this Resolution is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Merced County Clerk's Office within five (5) working days of adoption of this Resolution.

Section 5. Effectiveness. This Resolution shall take effect immediately upon its adoption.

AYES:
NOES:
ABSTAIN:
ABSENT:

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

EXHIBIT A

[FARM LEASE AGREEMENT]

FARM LEASE AGREEMENT

This Farm Lease (“**Lease**”) is made by and between the City of Gustine, a municipal corporation, (“**City**”) and John B. Pires and Cecilia Pires, Trustees of the John and Cecilia Pires Living Trust Dated February 3, 1992 (“**Tenant**”). The term of this Lease shall commence on the date of the mutual execution and delivery of this Lease by the City and Tenant (“Effective Date”).

1. **Description of Premises.** City leases to Tenant, and Tenant leases from City, on the terms and conditions set forth in this Lease, all that certain real property situated in Merced County, State of California, Assessor’s Parcel Numbers 063-160-006 and 063-160-007, as described on the attached legal description and generally shown on the map in Exhibit A, attached to and incorporated into this Lease (the “Premises”). The Premises contains approximately 163 acres.

2. **Term.** The initial term of this Lease shall be for three (3) years, commencing on the execution of this Lease by City and Tenant, and terminating three (3) years from that date on _____. The term shall include two (2) one-year (1-year) options for extension (“Additional Term”) if agreed to by the Parties. In the event City and Tenant wish to extend the Lease for any Additional Term, City shall first provide notice of its intention to renew the Lease and the applicable rent for such Additional Term at least sixty (60) days before the expiration of the then existing term. Tenant shall then have thirty (30) days to agree to such Additional Terms by providing written notice to City.

3. **Rent.** Tenant shall make one rent payment each year during the term of this Lease to City. The full annual payment shall be due and payable as provided in the schedule below. All rent shall be paid to City, without deduction or offset, at _____, or such other place as Tenant may be directed from time to time. Such annual rent payment shall be in the following amounts due at the following times:

Year 1: \$240 per acre or Thirty Nine Thousand One Hundred Twenty Dollars (\$39,120.00) due on or before the execution date of this Lease.

Year 2: \$275 per acre or Forty Four Thousand Eight Hundred Twenty Five Dollars (\$44,825.00) due on or before the first day of _____ in 201_.

Year 3: \$300 per acre or Forty Eight Thousand Nine Hundred Dollars (\$48,900.00) due on or before the first day of _____ in 201_.

In the event the parties agree to one or both of the two (2) one-year (1-year) options to extend the Lease, the rent for any year shall be as set forth in Section 2, and shall be due on or before the first day of _____ in 201_ and 201_.

4. **Acceptance by Tenant.** Tenant accepts the Premises, as well as the improvements on the Premises and the facilities appurtenant to the Premises, in their present condition. Tenant agrees with, and represents to City, that the Premises have been inspected by Tenant and that Tenant has been assured by means independent of City or City’s agents of the truth of all facts

material to this Lease and that the Premises are being leased by Tenant as a result of Tenant's inspection and investigation and not as a result of any representations made by City or City's agents.

5. Termination. This Lease may be terminated by City at any time for any reason. In such event, City shall provide Tenant no less than sixty (60) days prior written notice, subject to the noticing provisions in this Lease. If Tenant has existing crops planted on the Premises at the time City wishes to terminate, termination of the Lease by City shall not occur prior to the harvest of such crops. In such circumstance, Tenant agrees to harvest crops on a reasonable and timely basis and to vacate the Premises immediately upon harvest of the annual crops planted, and no later than the first day of _____ of that year, without consideration.

6. Vacating the Property. At the termination or expiration of this Lease, Tenant shall peaceably surrender the Premises to City in the same condition as when this Lease commences. All existing fences and improvements on the Premises, all facilities appurtenant to the Premises, and all wells, pumps, pipelines, ditches and canals on Premises and other improvements, with the exception of the barn that is to be removed pursuant to Section 12 of this Lease, must remain on Premises when Tenant vacates. Additionally, Tenant shall remove all of Tenant's property from Premises. Tenant agrees to pay any costs incurred by City if Tenant fails to comply with this provision, including reasonable attorneys' fees and costs expended on any action by City to compel Tenant to do so. If Tenant does not restore the Premises as required, City may, at its option, do so at Tenant's sole cost and expense.

7. Holding Over. Any holding over after the expiration or termination of the term of this Lease, with the consent of the City, shall be treated as a tenancy from month to month, at a rental of Five Thousand Five Hundred Dollars (\$5,500) per month, and shall be otherwise on the terms and conditions specified in this Lease.

8. Use of Property. Subject to the terms and conditions of this Lease, Tenant may use the Premises solely for agricultural farming and related purposes including leveling it; disking it; planting, cultivating, fertilizing, irrigating and harvesting crops on it; removing weeds and other growth from it; and laying temporary water lines for the irrigation of crops on it. Tenant shall carry on such agricultural farming activities in accordance with good husbandry and the best practices in the agricultural community in which the Premises are located.

9. Waste or Nuisance. Tenant shall, at its sole cost and expense, keep the Premises free of noxious weeds and trash, and in good and proper condition in compliance with all applicable laws and regulations concerning the use of the Premises. Tenant shall not commit, or permit the maintenance or commission of any nuisance as defined in California Civil Code section 3479 on the Premises. Tenant shall not use or permit the use of the Premises for any unlawful purpose. In addition, Tenant shall make any repairs to the Premises caused by or incident to Tenant's use of the Premises or implementation of this Lease.

10. Maintenance. Tenant shall, at Tenant's own expense, keep and maintain the Premises, all fences and improvements on the Premises, all facilities appurtenant to the Premises, and all wells, pumps, pipelines, water systems, ditches and canals on the property in good order and repair and in as good and clean a condition as when they were received from City, reasonable

wear and tear excepted. Tenant shall take all reasonable steps to keep the Premises free from dust and weeds, and shall bear all costs relating thereto.

11. Utilities, Irrigation and Other Costs. Tenant shall pay all costs in connection with Tenant's operations on the Premises, including but not limited to, water, electricity, gas, heat, light, power, telephone service, and all other services supplied to Premises throughout the term of this Lease or any Additional Term to the Lease, including power to any underground wells and pumps.

12. Barn Removal. Tenant shall remove, at Tenant's sole expense, the existing barn on the Premises by _____. Pursuant to the general liability insurance requirements and indemnification provisions of this Lease, Tenant shall indemnify and hold City harmless from all damages, injuries, or claims arising in or about the Premises related in any way to the removal of the barn and the salvage of wood, as provided in this section. This indemnity obligation shall survive the expiration or earlier termination of this Lease.

Tenant shall salvage, retain and stack the wood from the barn in a location on the Premises designated by City. City or City's agents, representatives or employees shall have the right to enter Premises, with 24-hour written notice to Tenant, to remove the salvaged wood and sell or transfer title to such wood without any payment or compensation to Tenant.

13. Hunting Rights. All hunting rights and privileges on Premises are reserved to City. Tenant shall not permit any hunting on Premises without prior written consent of City.

14. Risk of Loss. Without limiting the scope of the indemnification provisions of this Lease, Tenant shall bear the sole and complete risk of loss or damage to its agricultural operations and auxiliary equipment for any reason, including but not limited to damage from fire, flooding or acts of nature.

15. Abandonment. Tenant shall not vacate or abandon the Premises at any time during the term, or additional terms of this Lease. If Tenant abandons, vacates or surrenders the Premises during the term or additional terms of this Lease, or is dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on Premises shall be deemed abandoned, at the written option of City.

16. Destruction of Premises. If the Premises become unusable for the agricultural purposes intended in this Lease, from any source or cause, during the term of this Lease, Tenant shall make necessary repairs, provided the repairs can be made both within 45 days and under the laws, rules, and regulations of municipal, state, federal and other duly constituted authorities. If the repairs cannot be made within 45 days, City has the right, at City's option, to make the repairs within a reasonable time, this Lease continuing in force, and charging the costs to Tenant. If acts of Tenant cause all or any part of the premises to be destroyed or unable to be used, then all rent shall continue to be due under this Lease and any costs of cleanup shall be born solely by Tenant.

17. Compliance with Law. Tenant, at Tenant's sole cost and expense, shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the Premises, and shall faithfully observe in Tenant's use of the Premises all laws, rules and

regulations of these authorities, in force either now or in the future. The judgment of a court of competent jurisdiction, or Tenant's admission in an action or a proceeding, whether Tenant be a party to it or not, that Tenant has violated any law, rule or regulation in Tenant's use of the Premises shall be considered conclusive evidence of that fact as between City and Tenant. If Tenant fails to comply with any such law, regulation or rule, City reserves the right to take necessary remedial measures at Tenant's expense, for which Tenant agrees to reimburse City on demand.

18. Entry and Inspection by City. Tenant shall permit City or City's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of facilitating City's duties and rights under this Lease, including the right of entry under Section 12 to retrieve salvaged wood from the barn, and/or to determine whether Tenant is complying with the terms of this Lease, and/or for the purpose of doing other lawful acts that may be necessary to protect City's interest in the Premises.

19. Assignment and Subletting. Tenant shall not assign this Lease, or any rights under it, and shall not sublet the entire or any part of the Premises, or any right or privilege appurtenant to the Premises, or permit any other person (the agents and servants of Tenant excepted) to occupy or use the entire or any portion of the Premises, without first obtaining City's written consent. City shall not unreasonably withhold consent to an assignment, or sublease of use or possession of the Premises. A consent by City to the assignment, subletting, occupation or use by another person is not a consent to a future assignment, subletting, occupation or use by another person. An assignment or subletting without City's consent shall be void, and shall, at City's option, terminate this Lease. No interest of Tenant in this Lease shall be assignable by operation of law without City's written consent.

City shall have the right to assign or transfer all or any part of this Lease, or any rights to it, at any time and without Tenant's consent.

20. Taxes and Assessments. City shall be responsible for the payment of real property taxes or assessments levied on the Premises. Notwithstanding, in the event that this Lease results in Tenant having a taxable possessory interest, Tenant shall be responsible for payment of any property taxes associated with such possessory interest.

Tenant shall pay, prior to delinquency, all personal property or possessory interest taxes or assessments levied upon Tenant's personal property situated in or about the Premises during the term of this Lease. If Tenant makes any improvements to the Premises during the term of this Lease (any and all of which improvements shall be subject to the prior written consent of City), Tenant shall pay for any increase in taxes, including real property taxes, resulting from such improvements. City shall have the right to require the removal of any such improvements, at Tenant's cost, upon the expiration or earlier termination of this Lease.

21. Alterations. Tenant shall not make or permit any alterations or improvements of the Premises without prior written consent of the City. Upon termination or expiration of this Lease, all improvements and alterations other than trade fixtures shall be the property of City, and no reimbursement to Tenant shall be required (except that City may require Tenant to remove, at Tenant's sole cost, any such alteration or improvements at the expiration or earlier termination of

this Lease). Tenant shall remove all trade fixtures placed by Tenant on the Premises by the time the Lease terminates or expires.

22. Mechanics' Liens. Tenant shall keep Premises free and clear of any and all liens arising out of any work performed or materials furnished at the request of Tenant, or obligations incurred by Tenant. If a lien or claim of lien is recorded against the Premises, whether the same arises out of any work performed, materials furnished or obligations incurred by Tenant or is imposed by any agency including the Central California Irrigation District, Tenant shall remove or discharge the same within ten (10) days after the lien or claim of lien is filed. City shall have the right, but not the obligation, to pay and discharge any such lien. If City pays and discharges any such lien, Tenant shall reimburse City for all costs and expenses incurred by City in discharging such lien, including attorneys' fees, within ten (10) days after the date of receipt of City's invoice for such costs and expenses.

23. Insurance. Tenant shall obtain and maintain during the term of this Lease, at Tenant's expense, fire and general liability insurance coverage to protect City and Tenant from any public liability, property and fire damage occurring upon the Premises ("Required Insurance"). The limits of liability under this Required Insurance must be for amounts not less than one million dollars (\$1,000,000.00) single limit, two million dollars (\$2,000,000.00) general aggregate. Such coverage shall be obtained from a company licensed in the State of California. Tenant shall provide evidence of insurance to City, showing City as an additional insured. City shall receive written notice no less than 30 days prior to any cancellation of insurance. If Tenant does not keep insurance in force, City may obtain necessary insurance and pay the premium. Tenant shall repay the premium within 10 days of City's written demand. Tenant further agrees to maintain during the term of this Lease at Tenant's own expense proper and adequate worker's compensation insurance as required by law.

24. Indemnity. Tenant agrees to indemnify, protect, defend, and hold City harmless from all liability and claims for damages arising directly or indirectly from any injury from any cause to any person, including Tenant or any employee or agent of Tenant, or to property of any kind belonging to anyone, including Tenant or any employee or agent of Tenant, while in, upon, or in any way connected with the Premises. Tenant's obligation shall survive termination or expiration of this Lease, and shall not be restricted to insurance proceeds, if any, received by City or its directors, officials, officers, agents or employees.

25. Use of Fertilizers, Pesticides and Other Hazardous Substances and Environmental Indemnity. Tenant shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal of Hazardous Materials on, under, about or within the Premises, or transport or permit the transportation of Hazardous Materials to or from the Premises, except for such Hazardous Materials as may be required in the operation and maintenance of the Premises, and then only upon the written consent of City (such consent may be withheld in City's sole and absolute discretion) and in compliance with all laws.

During the term of this Lease, Tenant shall comply with any and all federal, state, or local laws, rules, regulations, ordinances, codes, policies or rules of common law now or hereafter in effect and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment,

health, safety or Hazardous Materials and applicable to the operation or use of the Premises. Tenant will cause all other persons occupying or using the Premises to comply with all such laws and authorities, and will immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance.

For purposes of this Lease, the term "Hazardous Materials" means: (a) any substance, products, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9601 et seq.; the Resources Conservation and Recovery Act, 42 U.S.C. § 6901 et seq; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; the California Hazardous Waste Control Act, Health and Safety Code § 25100 et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Health and Safety Code § 25249.5 et seq.; California Health and Safety Code Section 25280 et seq. (Underground Storage of Hazardous Substances); California Health and Safety Code Section 25501 et seq. (Hazardous Materials Release Response Plans and Inventories); or the California Porter-Cologne Water Quality Control Act, Water Code § 13000 et seq., all as amended (the above cited California state statutes are hereinafter collectively referred to as "the State Toxic Substances Law"); or any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Material, now or at any time hereinafter in effect; (b) any substance, product, waste or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance or strict liability or under any reported decisions of a state or federal court; (c) petroleum or crude oil, other than petroleum and petroleum products which are contained within regularly operated motor vehicles; and (d) asbestos.

City makes no warranty or representation whatsoever concerning the Premises, including without limitation, the condition, fitness or utility for any purpose thereof, of any improvements thereto with applicable laws, ordinances or governmental regulations. Tenant's right to use the Premises is strictly on an "as is" basis with all faults. City hereby disclaims all warranties whatsoever, express or implied, regarding the condition of the soil (or water), geology, and any warranty of merchantability or habitability or fitness for a particular purpose.

City or its officers, employees, contractors, or agents shall at all times have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples for chemical analysis of substances and materials present and/or testing soils on the Premises and taking photographs.

Tenant shall, within forty-eight (48) hours of the discovery by Tenant of the presence of, or believed presence of, a Hazardous Material as defined herein, give written notice to City in the event that Tenant knows or has reasonable cause to believe that any release of Hazardous Material has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner the release of a Hazardous Material, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law (e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code § 25550 et seq.) shall be grounds for termination of this Lease by City in addition to actual

damages and other remedies provided by law. Tenant shall immediately clean up and completely remove all Hazardous Materials placed by Tenant or anyone else on, under, about or within the Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. Tenant shall disclose to City the specific information regarding Tenant's discovery of any Hazardous Materials placed on, under, about or within the Premises by Tenant or its employees or agents, and provide written documentation of its safe and legal disposal.

Breach of any of the covenants, terms, and conditions contained in this section shall give City the authority to either immediately terminate this Lease or to require the shutdown of Tenant's operations thereon, at the sole discretion of City. In either case, Tenant will continue to be liable under this Lease to remove and mitigate all Hazardous Substances placed by Tenant on, under, about or within Premises. Tenant shall be responsible for, and bear the entire cost of removal and disposal of, all Hazardous Materials introduced to the Premises by Tenant during Tenant's period of use and possession of the Premises. Upon termination of this Lease, Tenant shall, in accordance with all laws, remove from the Premises any equipment or improvements placed on the Premises by Tenant that may be contaminated by Hazardous Materials.

Tenant shall defend, indemnify and hold City and its officials, officers, employees, contractors and agents free and harmless from any and all claims, liability, injury, damage, costs, or expenses (including, without limitation, the cost of attorney's fees) arising as a result of the presence of use of any Hazardous Materials placed or caused to be placed by Tenant or its agents, contractors or employees on the Premises. The foregoing indemnity is intended to operate as an agreement pursuant to, among other requirements, Chapter 103, subdivision (e) of CERCLA, 42 U.S.C. § 9607, and California Health and Safety Code § 25364, to insure, protect, hold harmless and indemnify each Party from any liability created by the other Party pursuant to such sections. The provisions of this section shall survive the expiration or termination of this Lease.

26. Default by Tenant / Liquidated Damages. All covenants and agreements contained in this Lease are conditions to this Lease. In the event Tenant breaches this Lease, City may exercise all of its rights and remedies as may be available at law or in equity, including but not limited to, the remedy provided by Section 1951.2 of the California Civil Code. All rights, powers and remedies of City hereunder and under any other agreement now or hereafter in force between City and Tenant, shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to Lessor by law, and the exercise of one or more rights or remedies shall not impair City's right to exercise any other right or remedy.

Without limiting the generality of the foregoing, City has the remedy described in California Civil Code section 1951.4 (City may continue Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due, if Tenant has right to sublet or assign, subject only to reasonable limitations). Consequently, if Tenant breaches this Lease and abandons the property, City may elect that (1) the Lease will continue in effect for so long as City does not terminate Tenant's right to possession, and (2) City may enforce all of City's rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease. For these purposes, the following do not constitute a termination of Tenant's right to possession: (a)

acts of maintenance or preservation, (b) efforts to re-let the property, and (c) the appointment of a receiver on initiative of City to protect City's interests under this Lease.

Should Tenant default in the performance of any covenant, condition or agreement contained in this Lease, City may, in addition to other rights and remedies, terminate this Lease and re-enter and regain possession of the Premises in the manner then provided by the unlawful detainer laws of the State of California. If Tenant defaults in the performance of any covenant, condition or agreement in this Lease, City shall be released from any obligation to lease the Premises to Tenant. Further, City may harvest, retain, and dispose of, as liquidated damages, all crops, harvested or unharvested, on Premises. After taking possession of such crops, City shall not be obligated to compensate Tenant for them. If the cost of harvest or disposal of any crops exceeds the monetary value of those crops, Tenant shall pay City the difference in the monetary value of the crops and the cost of harvesting or disposal of them. City shall be entitled to all other remedies available under the laws of the State of California, and the retention of crops, if any, shall not be in lieu of City's rights to all rent, past, present and future, as well as other costs provided in this Lease. Further, in the event of Tenant's default, City may remove all persons and property from the Premises, and take possession of any such property without obligation to compensate Tenant for it.

If City elects to re-enter, as provided above, or to take possession under legal proceedings or under any notice provided for by law, City may (a) terminate this Lease, or (b) from time to time, without terminating this Lease, re-let the entire or any part of the Premises for such terms (which may extend beyond the term of this Lease) and at such rentals and other conditions as City, in City's sole discretion, deems advisable. City also has the right to make alterations and repairs to the Premises. On each re-letting, at City's discretion, Tenant shall be immediately liable to pay City (a) the expenses of re-letting and of making alterations and repairs incurred by City, (b) any amount by which the rent specified in this Lease for the period of re-letting exceeds the amount agreed to by the new tenant to be paid for the Premises, with the deficiency to be calculated and paid monthly, and (c) all other indebtedness due under the Lease.

No re-entry or taking possession of the Premises by City shall be construed as an election by City to terminate this Lease unless written notice of such an intention is given to Tenant or the Lease is declared to be terminated by a court of competent jurisdiction. Even though the re-letting was without termination by City, City may at any future time elect to terminate the Lease for the previous breach by Tenant. If City terminates the Lease for a breach in addition to any other remedy City may have, City may recover from Tenant all damages City incurs by reason of the breach, including both the cost of recovering the Premises and the worth, at the time of termination, of the excess of the amount of rent and charges equivalent to rent specified in this Lease, for the remainder of the stated term, over the then-reasonable rental value of the Premises for the remainder of the term. All of these amounts shall be immediately due from Tenant to City.

Nothing contained in this Lease, and no security or guarantee of the Tenant that City holds now or in the future under the Lease, shall in any way constitute a bar or defense to an action by City in unlawful detainer or for recovery of the Premises.

27. Insolvency by Tenant. The insolvency of Tenant, as evidenced by the appointment of a receiver to take possession of all or substantially all of the assets of Tenant, the making of a general assignment by Tenant for the benefit of creditors, or an action taken or suffered by Tenant under any bankruptcy or insolvency act, shall, at the option of City, constitute a breach of this Lease by Tenant. Under such circumstances City may terminate this Lease and re-enter and regain possession of the Premises.

28. Waiver. The waiver by City of any breach of any term, covenant, condition or provision contained in this Lease shall not be deemed to be a waiver of such term, covenant, condition or provision, or as a waiver of a future breach of the same or any other term, covenant, condition or provision contained in this Lease. The acceptance of rent by City shall not be treated as a waiver of a previous breach by Tenant of any term, covenant, condition or provision in this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of City's knowledge of a previous breach at the time of acceptance of rent.

29. Action of Receiver. If, in an action against Tenant, City has a receiver appointed to take possession of the Premises, or to collect the rents or profits derived from the Premises, or both, the receiver has the right, if it is necessary or convenient in order to collect rents or profits, to conduct the business of Tenant then being carried on on the Premises and to take possession of any personal property belonging to Tenant and used in the conduct of the business, and to use the personal property in conducting the business on the Premises. Neither the application for the appointment of the receiver, nor the appointment of the receiver, shall be construed as an election by City to terminate this Lease unless a written notice of such intention is given to Tenant.

30. Attorneys' Fees. The prevailing party in any action brought by either party hereto, based on any claim arising under this Lease, shall be entitled to reasonable attorneys' and/or consultants' fees.

31. Time and Materiality. Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor. Each provision of this Lease is made and declared to be a material, necessary and essential part of this Lease.

32. Notices. All notices, demands and the like, which are required to be given under this Lease, or which either Party may desire to give to the other, shall be given in writing and may be delivered personally or may be sent by registered or certified mail, postage prepaid, to each of the parties at the following addresses, or at any other address of which the Parties may advise each other at any future time:

Tenant:

John B. Pires
1597 Kniebes Road
Gustine, California 95322

City:

City of Gustine
Gustine City Hall
352 Fifth Street
Gustine, California 95322
Attn: Sean Scully, City Manager

33. Entire Agreement. This Lease constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the subject matter contained herein. Any amendments to this Lease must be in writing and executed by both parties.

34. Invalidity. If any provision of this Lease is held invalid or unenforceable with respect to any Party, the remainder of this Lease or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

35. Successors and Assigns. This Lease shall be binding on and inure to the benefit of the successors and permitted assignees of the respective parties.

36. Governing Law and Venue. This Lease shall be governed by the laws of the State of California. Any action to interpret or enforce this Lease shall be brought and maintained exclusively in the courts of and for Merced County, California.

37. Survival. All obligations of Tenant hereunder not fully performed as of the completion or termination of this Lease shall survive such completion or termination, including without limitation all obligations concerning the condition of the Premises and rent due.

38. Authority to Enter Agreement. Both Parties represent to the other that they have the requisite power and authority to conduct their business and to execute, deliver, and perform the requirements of this Lease. Each party warrants that the individuals who have signed this Lease have the legal power, right, and authority to enter into this Lease and bind each respective party.

39. Lease Subject to Existing Rights of Others. This Lease is subject to: (a) all existing easements, servitudes, licenses and rights-of-way for canals, ditches, levees, roads, highways and telegraph, telephone and electric power lines, railroads, pipelines and other purposes, whether recorded or not; and (b) the rights of other lessees under any existing or future oil, gas and mineral lease or leases affecting the entire or a portion of the Premises, whether recorded or not.

40. Anti-Harassment and Anti-Discrimination. Tenant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies and any of its contractors retained with respect to this Lease are and shall be treated equally without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all federal and state laws prohibiting discrimination in employment.

The effective date of this Lease Agreement is the date of execution by the last party to sign (the "Effective Date").

CITY:
City of Gustine, a municipal corporation

TENANT:
John B. Pires and Cecilia Pires, Trustees of the
John and Cecilia Pires Living Trust Dated
February 3, 1992

By: _____
Sean Scully
City Manager

By: _____
John B. Pires

Date: _____

Date: _____

Attest:
By: _____
Melanie Correa
City Clerk

Exhibit “A”

Description and Site Map of Leased Land

[to be inserted]



COUNCIL AGENDA ITEM

DECEMBER 1, 2015

PREPARED BY: Chief Doug Dunford

SUBJECT: Veteran's Memorial, Support the Troops Run

BACKGROUND/DISCUSSION:

Staff has received a request from Mike Mendes, Vice President of the Merced STAR Touring and Riding Chapter 212. They are a 501©7 non-profit organization that promotes safe motorcycle riding with a family friendly atmosphere.

During the last 10 years, they have hosted an event called "Veteran's Memorial, Support the Troops Run". During these events they collect donations to ship overseas to the troops or cash donations to be given to the Wounded Warrior Project. They have been very successful and in 2015 they donated over \$2000 along with a trailer full of care packages to the military.

They estimate that 120+ motorcycles participate in the ride. They begin in the City of Merced and ride together to the Veteran's Cemetery in Santa Nella. While at Santa Nella, they have ceremonial music performances, testimonials from veterans and a flag presentation from the Merced VFW Color Guard.

They have in the past ridden back to Atwater and held a BBQ lunch, fellowship and multi-prize raffle to raise more funds. The event is free to the public. However, they have many riders come from the bay area and feel they lose a number of them because of driving to Atwater. They have chosen Gustine this year as a better location for the BBQ lunch and ride ending festivities.

This coming year will mark their 11th year holding this event. The date of the event will be on April 9, 2016. They are asking that all fees regarding the rental of the Petersen Shelter at Schmidt Park to be waived. This is due to them being a non-profit and all proceeds go to the military.

They have in the past ended the event in Atwater, but they lose a lot of the riders when they ride through Los Banos because they back to the bay area.

FISCAL IMPACT:

The fee to rent the Petersen Shelter is \$150, not including a \$100 security deposit. Liability insurance is \$107.40, which brings the total rental cost to \$357.40. There isn't any staffing costs due to current staffing levels.

RECOMMENDATION:

Council to determine the fee waiver request for the use of Schmidt Park.

EXHIBITS:

- A) Letter from STAR to waive the rental fee for Schmidt Park

APPROVED BY:



SEAN SCULLY, CITY MANAGER

November 9th, 2015

Gustine City Council,

Hello, my name is Mike Mendes. I am the Vice President of the Merced STAR Touring and Riding Chapter 212. We are a registered 501(c)(7) non-profit group that promotes safe motorcycle riding with a family friendly atmosphere, as well as giving back to our community, and supporting our Veterans.

Each of the last 10 years, we have hosted an event we call our "Veterans Memorial, Support the Troops Run". Riders from all over California gather in Merced where we collect care package items to be shipped to our troops overseas, and cash donations to be donated to the Wounded Warrior Project. This has been a very successful event each year, including 2015 when we donated over \$2000, along with a trailer full of care package items. From Merced Power Sports, we ride together in a long procession of about 120 motorcycles to the San Joaquin Valley National Cemetery in Santa Nella, where we have a ceremony honoring our Veterans and fallen heroes. This ceremony has grown each year to include ceremonial music performances, testimonials from our Veterans, and flag presentation by the Merced VFW Color Guard. Afterwards, we have ridden back to Veterans Park in Atwater, where with the help of the Atwater Kiwanis Club, we hold a BBQ lunch, fellowship, and a multi-prize raffle to raise even more funds for our troops. This event is free to the public, we only ask that those who can, to please bring a donation.

This coming Saturday April 9th, 2016 for our 11th annual occurrence of this event, we would like to change things up and hold our BBQ at your Harry Schmidt Park, instead of riding back to Atwater. We wish to make this change because we feel it will help boost attendance, and raise even more funds. We have many riders come in from the bay area who don't want to ride all the way back to Atwater, so we lose them in Santa Nella. We feel that if we could hold this event at your park, we would attract more riders to stay with us. This is where our request to you comes in. We understand that the normal fee for reserving the picnic area at Schmidt Park would cost us about \$357. Since we are a non-profit group, and all proceeds from this event are going directly to our troops in the field and the Wounded Warrior Project, we are asking you to consider waiving your normal fees, so that this money can instead go to support this cause. We are confident that moving our BBQ to your fine city will be a real benefit to our event, and will help support our troops even more.

Please let us know if there is anything more we can do to provide more information. We thank you very much for taking the time to consider our request.

Thank you,



Mike Mendes
Merced STAR Chapter 212 Vice President

Phone: 209-617-8552

Email: vp@star212.org

Web: www.star212.org



CITY COUNCIL AGENDA ITEM

DECEMBER 1, 2015

PREPARED BY: Kathryn Reyes, Public Works Director

SUBJECT: Consider, Accept and Recommend Approval of an additional purchase to the Capital Improvement Program (CIP)

BACKGROUND/DISCUSSION:

The City of Gustine's existing Capital Improvement Program (CIP) includes major capital improvements within each department. City departments include Streets, Water, Storm Drainage, Sanitary Sewer, Parks, Buildings, Airport, Public Safety, and other miscellaneous expenditures. The last update to the CIP was completed in 2010 with improvements through 2014/2015. Several improvements were completed and staff is reviewing and calculating cost estimates for future projects/improvements and will bring an updated CIP before Council early 2016. The new CIP will span 2016/17 to 2020/2021 with updates/reports annually on completed or new improvements needed.

In the interim, Public Works needs new trucks and equipment. This staff report is intended to add equipment and vehicle purchases to the existing CIP, not update the entire CIP. Staff proposes adding equipment and/or truck purchases to several departments within the existing CIP.

Public Works' has a variety of equipment and vehicle needs to meet expanding demand for services. For example, currently part time employees must ride with permanent employees due to the lack of trucks available. There are a number of other direct equipment purchases that are necessary as City services continue to expand. Purchases will be brought back to Council for approval.

Proposed Addition:

Fund	Project Description and /or Title	Project Cost
Water	Equipment and/or Vehicle Purchase	\$75,000
Sanitary Sewer	Equipment and/or Vehicle Purchase	\$75,000
Storm Drainage	Equipment and/or Vehicle Purchase	\$75,000
Parks	Equipment and/or Vehicle Purchase	\$50,000

RECOMMENDATION:

Staff recommends the City Council accept and approve the amendment to the existing Capital Improvement Program.

EXHIBITS:

- A) City of Gustine Five Year Capital Improvement Program Summary, FY 2010/11 to FY 2014/15

APPROVED BY:



SEAN SCULLY, CITY MANAGER

CITY OF GUSTINE

FIVE YEAR
CAPITAL IMPROVEMENT PROGRAM
SUMMARY
FY 2010-11 to FY 2014-15

- Streets
- Water
- Storm Drainage
- Sanitary Sewer
- Parks
- Buildings
- Airport
- Public Safety
- Miscellaneous

Prepared by:
Mario B. Gouveia
City Engineer
January 2010

PROJECT SUMMARY

STREETS

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	A/C Overlay (O/L) Lucerne Ave. Jensen to Linden	\$ -	\$ 82	\$ -	\$ -	\$ -
2	O/L Elm Ave. Meredith to Hwy 33	\$ 82	\$ -	\$ -	\$ -	\$ -
3	O/L West Ave. Sullivan to Meredith	\$ 76	\$ -	\$ -	\$ -	\$ -
4	O/L Fourth Ave. West to Hwy 33 & 2nd St. to East	\$ -	\$ 187	\$ -	\$ -	\$ -
5	O/L Fifth Ave. Seventh St. to Hwy 33	\$ -	\$ 97	\$ -	\$ -	\$ -
6	O/L Seventh Street Third Ave. to Hwy 33	\$ -	\$ 128	\$ -	\$ -	\$ -
7	O/L Wallis Ave. Grove to Railroad	\$ -	\$ -	\$ 55	\$ -	\$ -
8	O/L Ash Ave. Wallis to South	\$ -	\$ -	\$ 40	\$ -	\$ -
9	O/L Carnation Ave. Railroad to Dead End	\$ -	\$ -	\$ 31	\$ -	\$ -
10	O/L Second St. Hwy 140 to Fifth Ave.	\$ -	\$ -	\$ 163	\$ -	\$ -
11	O/L South Ave. Grove to Railroad	\$ -	\$ -	\$ 31	\$ -	\$ -
12	O/L Brentwood Ave. Linden to West	\$ 85	\$ -	\$ -	\$ -	\$ -
13	O/L Lee Ave. Linden to West	\$ 85	\$ -	\$ -	\$ -	\$ -
14	O/L Bonta Ave. Linden to West	\$ 85	\$ -	\$ -	\$ -	\$ -
15	Reconstruct Fifth St. North to Hwy 33	\$ -	\$ -	\$ 4,600	\$ -	\$ -
16	Reconstruct Carnation Rd. East to Dead End	\$ -	\$ -	\$ -	\$ 700	\$ -
17	Curb & Gutter Replacement @ various locations	\$ 50	\$ 50	\$ 50	\$ 50	\$ 50
18	Sidewalk Replacement @ various locations	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
STREETS TOTAL		\$ 488	\$ 569	\$ 4,995	\$ 775	\$ 75

PROJECT SUMMARY

WATER

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Valve Exerciser	\$ 5	\$ -	\$ -	\$ -	\$ -
2	Fire Hydrant Replacement @ various locations	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
3	Valve Replacement @ various locations	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20
4	Construct New Well	\$ 1,345	\$ -	\$ -	\$ -	\$ -
5	Construct Storage Tank and Booster Pump Station	\$ 520	\$ 1,500	\$ -	\$ -	\$ -
6	4 - Inch Pipeline Replacement	\$ 275	\$ -	\$ -	\$ -	\$ -
7	North Ave./Hwy 140 Loop Line Completion	\$ 400	\$ -	\$ -	\$ -	\$ -
8	Install Automated Water Metering System	\$ 500	\$ 460	\$ -	\$ -	\$ -
WATER TOTAL		\$ 3,090	\$ 2,005	\$ 45	\$ 45	\$ 45

STORM DRAINAGE

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Construct Infrastructure for Fifth St. North to Hwy 33	\$ -	\$ -	\$ 300	\$ -	\$ -
STORM DRAINAGE TOTAL		\$ -	\$ -	\$ 300	\$ -	\$ -

SANITARY SEWER

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Re-roof Treatment Plant Control Building	\$ 20	\$ -	\$ -	\$ -	\$ -
2	Repair Manholes @ various locations	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
SANITARY SEWER TOTAL		\$ 45	\$ 25	\$ 25	\$ 25	\$ 25

PROJECT SUMMARY

PARKS

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Henry Miller Park Replace Sprinkler System and Resod	\$ -	\$ 100	\$ -	\$ -	\$ -
2	Schmidt Park - Repair/Reconstruct Bathroom, Pic Nic Facilities and Playground Equipment	\$ -	\$ -	\$ 260	\$ -	\$ -
3	Pioneer Park - Repair/Install Playground Equipment	\$ -	\$ -	\$ -	\$ 60	\$ -
4	Ceth Jamero Park Repair Concrete Pathways	\$ 5	\$ -	\$ -	\$ -	\$ -
PARKS TOTAL		\$ 5	\$ 100	\$ 260	\$ 60	\$ -

BUILDINGS

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Future City Hall Building Improvements	\$ 825	\$ -	\$ -	\$ -	\$ -
2	Existing City Hall/Police Department Building Improvements	\$ -	\$ 175	\$ -	\$ -	\$ -
BUILDING TOTAL		\$ 825	\$ 175	\$ -	\$ -	\$ -

AIRPORT

(SEE ATTACHED AIRPORT CAPITAL IMPROVEMENT PROGRAM)					
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FIVE YEAR ACIP SUMMARY

Airport: Gustine Municipal Airport

Sponsor: City of Gustine, CA

Date: January, 2010

Federal Fiscal Year	Project Description	Requested Federal Funding	Proposed Local Funding	Estimated Total Project Costs
2010	Drainage Improvements, West Side (Construction and Construction Administration)	\$ 200,000	\$ 10,526	\$ 210,526
2010	Environmental Study (Environmental Assessment - East Side Drainage Improvements)	\$ 200,000	\$ 10,526	\$ 210,526
	Subtotal 2010 (Anticipated Current Year)	\$ 400,000	\$ 21,052	\$ 421,052
2011	Planning Update (ALP Update including Spec 405 Obstruction Survey)	\$ 150,000	\$ 7,895	\$ 157,895
2011	Drainage Improvements, East Side (Design, Construction and Construction Administration)	\$ 750,000	\$ 39,474	\$ 789,474
	Subtotal 2011	\$ 900,000	\$ 47,369	\$ 947,369
2012	Extend Parallel Taxiway, Phase 1 (Design)	\$ 200,000	\$ 10,526	\$ 210,526
	Subtotal 2012	\$ 200,000	\$ 10,526	\$ 210,526
2013	Extend Parallel Taxiway, Phase 2 (Construction and Construction Administration)	\$ 1,000,000	\$ 52,632	\$ 1,052,632
	Subtotal 2013	\$ 1,000,000	\$ 52,632	\$ 1,052,632
2014	Runway Rehab (Rehab/Maintenance Airfield Pavements) (Design)	\$ 150,000	\$ 7,895	\$ 157,895
	Subtotal 2014	\$ 150,000	\$ 7,895	\$ 157,895
2015	Runway Rehab (Rehab/Maintenance Airfield Pavements)(Construction/Construction Administration)	\$ 600,000	\$ 31,579	\$ 631,579
	Subtotal 2015	\$ 600,000	\$ 31,579	\$ 631,579

Margaret Silveira, City Manager

Name and Title of Authorized Representative

Signature

Date

PROJECT SUMMARY

PUBLIC SAFETY

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Emergency Generator	\$ 6	\$ -	\$ -	\$ -	\$ -
2	Purchase Vehicle	\$ -	\$ 35	\$ -	\$ -	\$ -
3	Range Updates	\$ -	\$ -	\$ 20	\$ -	\$ -
4	Radio Communications Update	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6
5	Repeater and Related Equipment	\$ -	\$ -	\$ -	\$ -	\$ 50
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
PUBLIC SAFETY TOTAL		\$ 12	\$ 41	\$ 26	\$ 6	\$ 56

MISCELLANEOUS

Project #	Project Description and/or Title	Fiscal Year and Project Cost in \$1,000's				
		10-11	11-12	12-13	13-14	14-15
1	Laserfiche System, including Hardware, Software and Programing	\$ 25	\$ -	\$ -	\$ -	\$ -
MISCELLANEOUS TOTAL		\$ 25	\$ -	\$ -	\$ -	\$ -



ITEM NO. 7

CITY COUNCIL AGENDA ITEM

DECEMBER 1, 2015

PREPARED BY: Kathryn Reyes, Public Works Director

SUBJECT: Consider, Accept and Approve the Airport Annual Capital Improvement Program (ACIP)

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 2016 to 2020.

There were no projects completed in 2015 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 2016 and construction in 2017. The East Side Drainage Improvement Project-Design Phase is expected to be completed in 2016 and will remain on the ACIP with anticipated completion in 2016. The Drainage Improvement Project for the east side of the Airport will be the next improvement project considered. It is a possibility, 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 FY16/17 budget cycle. Future projects include extending the Parallel Taxiway and the Runway Rehabilitation Project which will take us through 2020.

The last several Airport Commission meetings have resulted in a lack of quorum, resulting in this council item without the customary Airport Commission recommendation of approval. The deadline for the completion and submittal of the ACIP is December 31, 2015.

RECOMMENDATION:

Staff recommends the City Council accept and approve the attached 2016 Airport Capital Improvement Program ACIP.

EXHIBITS:

- A) 2016-2020 Airport Capital Improvement Program (ACIP)

APPROVED BY:

SEAN SCULLY, CITY MANAGER

FIVE YEAR ACIP SUMMARY

Airport: Gustine Municipal Airport
 Sponsor: City of Gustine, CA
 Date: September 2015

Federal Fiscal Year	Project Description	Requested Federal Funding	Proposed Local Funding	Estimated Total Project Costs
2016	Drainage Improvements, East Side (Design)	\$ 90,000	\$ 10,000	\$ 100,000
	Subtotal 2016	\$ 90,000	\$ 10,000	\$ 100,000
2017	Drainage Improvements, East Side (Construction and Construction Administration)	\$ 620,000	\$ 68,888	\$ 688,888
	Subtotal 2017	\$ 620,000	\$ 68,888	\$ 688,888
2018	Runway Surface Rehabilitation (Design and Construction)	\$ 450,000	\$ 50,000	\$ 500,000
	Subtotal 2018	\$ 450,000	\$ 50,000	\$ 500,000
2019	Extend Parallel Taxiway, Phase 1 (Design)	\$ 190,000	\$ 21,111	\$ 211,111
	Subtotal 2019	\$ 190,000	\$ 21,111	\$ 211,111
2020	Extend Parallel Taxiway, Phase 2 (Construction and Construction Administration)	\$ 900,000	\$ 100,000	\$ 1,000,000
	Subtotal 2020	\$ 900,000	\$ 100,000	\$ 1,000,000

Kathryn Reyes, Airport Manager
 Name and Title of Authorized Representative

Kathryn Reyes

9/23/15

Signature _____ Date _____



COUNCIL AGENDA ITEM

DECEMBER 1, 2015

PREPARED BY: Sean Scully, City Manager
Joshua Nelson, City Attorney

SUBJECT: Workshop – Super/Combined Commission

DISCUSSION

During the strategic goal setting session in March of this year Council indicated that one of the priority projects would be to look into the option of consolidating the Planning Commission and Airport Commission into one "Super" Commission that would cover those areas and any additional areas in need of a commission type body for review. There were a number of conditions that precipitated this idea. The conditions revolve around two key problems that have been prevalent in recent years. Firstly, recruitment for Commissioner positions has been challenging (especially for Airport Commission) as seats have remained vacant due to the lack of interest. Second, due in part to the downturn in the economy and the lack of new business, meetings have been less frequently held.

If approved, the Super Commission model would represent a fundamental shift in the model the City has traditionally operated under. With that being said, there is the potential for a number of efficiencies to be created with a combined commission that covers multiple areas of City business. Firstly, with a condensed commission the likelihood for more regular meetings is increased as the amount of business would be condensed into one Commission versus two. The same would be (theoretically) true for Commissioner recruitment as less potential positions would be available thereby reducing demand for Commissioner applicants. Other efficiencies include; reduced administrative burden (one agenda to compile versus multiple), concentrated staff time in meeting prep etc. There are also potential concerns with a super commission, one potential issue is that without having specialized commissions the technical knowledge gained by the commissioners may be diluted as a broader range of topics is more consistently considered.

The City of Gustine Municipal Code also includes provisions for a Gustine Area Recreation Commission and a Youth Involvement Commission. Currently neither

commission exists and have not existed for many years. One of the considerations for Council will be whether or not to include jurisdictions of those commissions in the super/combined commission.

The process for making the switch to a super commission will include a large scale revision of the City of Gustine Municipal Code. The City Attorney has created a memo (attached) which provides an in depth of analysis of the government code requirements for both Planning Commission and Airport Commission. These criteria will need to be complied with as the code is revised to the model of a Super Commission or Combined Commission.

Before staff begins the process of compiling a code update, staff seeks direction from Council on a number of different matters including:

- The schedule of winding down existing Commissions
- The structure of winding down existing Commissions
- The process of recruitment for Super Commission
- The desired size of Super Commission
- The jurisdiction of the Super Commission (whether or not the Commission will have authority over more than just Planning and Airport)

General discussion and direction from Council on the aforementioned issues (and any other than the Council would like to discuss) will be helpful in staff crafting a new commission structure that will operate effectively.

RECOMMENDATION

Council to discuss and provide direction to staff on a potential Super Commission.

EXHIBIT

- A) Memo from City Attorney on Combined Commission



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Memorandum

To: Sean Scully, City Manager
City of Gustine
From: Best Best & Krieger LLP
Date: November 23, 2015
Re: Overview of Law Regarding City Commissions

Overview of Gustine's Commissions:

Youth Involvement Commission (Title 2, Chapter 3, Article 1 of Gustine Municipal Code)

Planning Commission (Title 4, Chapter 2 of Gustine Municipal Code)

Gustine Area Recreation Commission (Title 8, Chapter 2 of Gustine Municipal Code)

Airport Commission (Title 10, Chapter 2 of Gustine Municipal Code)

General Authority Regarding Commissions:

- As a general rule, there are no special requirements for creating or dissolving a commission or committee, and no special rules regarding the duties and membership of such commissions
- A city council has broad authority to appoint boards and commissions as part of the sub-government of the city, unless otherwise limited by city charter or, for general law cities, state law. (i.e., Planning Commission requirements [See below, and Govt C §65100].)
- In cities with elective mayors, the mayor, with the approval of the city council, makes all appointments to boards, commissions, and committees unless otherwise specifically provided by state statute. Govt C §40605.
- Appointments must be discussed and made in open session. See Govt C §54957.
- Appointed officers hold office at the pleasure of the city council. Govt C §36506. This means appointed officers may be removed, so long as no constitutional rights are infringed in the process. (See *Lumpkin v Brown* (9th Cir 1997) 109 F.3d 1498, cert denied (1997) 522 US 995 [removal of human rights commissioner because of his statements condemning homosexuality did not violate his freedom of expression or Establishment Clause].)
- There are otherwise no restraints on the City's ability to create commissions and committees, nor are there specific procedural requirements regarding their dissolution. The City is free to designate the number of members, term limits, and duties of a commission.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Planning Commission:

- There are special statutory requirements imposed on a City's planning commission, which apply even if the City decides to combine commissions.
- A planning commission is an optional, permanent advisory committee of citizens appointed by a city council or mayor to review matters related to planning and development. There are specific requirements and duties of a Planning Commission, generally set forth in Govt C §§65100-65107.
- The legislative body of each city and county shall by ordinance assign the functions of the planning agency to a planning department, one or more planning commissions, administrative bodies or hearing officers, the legislative body itself, or any combination thereof, as it deems appropriate and necessary. In the absence of an assignment, the legislative body shall carry out all the functions of the planning agency. Govt C § 65100
- Regarding the creation of the planning commission, the legislative body may create one or more planning commissions each of which shall report directly to the legislative body. Govt C § 65101(a)
- Each planning commission shall consist of at least five members, all of whom shall act in the public interest. Govt C § 65101(a)
- If the City creates more than one planning commission, the legislative body shall prescribe the issues, responsibilities, or geographic jurisdiction assigned to each commission. Govt C § 65101(a)
- Each planning agency also has specific functions designated by Government Code section 65103:
 - Prepare, periodically review, and revise, as necessary, the general plan.
 - Implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances.
 - Annually review the capital improvement program of the city or county and the local public works projects of other local agencies for their consistency with the general plan, pursuant to Article 7 (commencing with Section 65400)
 - Endeavor to promote public interest in, comment on, and understanding of the general plan, and regulations relating to it.
 - Consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens generally concerning implementation of the general plan.
 - Promote the coordination of local plans and programs with the plans and programs of other public agencies.
 - Perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by the Gov. Code.



BEST BEST & KRIEGER
ATTORNEYS AT LAW

Airport Commission:

- The City's Airport Commission was specifically created as an advisory commission of the City. (Gustine Municipal Code § 10-2-51.)
- It should be noted that there is also an Airport Manager, appointed by the City Manager, who must attend all meetings of the City's Airport Commission. (Gustine Municipal Code § 10-2-31.) There are also specific Airport Regulations that apply to the Gustine Municipal Airport, set forth in Municipal Code sections 10-2-81 through 10-2-217.
- While there are many statutory requirements for an airport land use commission (ALUC), the City's advisory Airport Commission appears to have been founded as an advisory commission like any other.
 - Each county that has an airport must establish an airport land use commission (ALUC) charged with planning for the orderly growth of public airports. The ALUC must adopt an airport land use compatibility plan (ALUCP) for the airport and the surrounding area within the ALUC's jurisdiction. See Pub Util C §§21670-21679.5.
 - In this case, the Merced County ALUC oversees and approves various land use plans and uses for the five public-use airports in Merced County, including the Gustine Municipal Airport.
- As a result, there are not any specific substantive requirements for the City's Airport Commission.
- Alternatively, it should be noted that there are certain requirements for an "Airport zoning Commission," which allows for special zoning of an airport hazard area. Where a city or county planning commission already exists, it shall be appointed as the airport zoning commission. Govt C § 50485.6.