



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
DECEMBER 15, 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

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?

1. Minutes of the December 1, 2015 Regular Meeting

Recommendation: Review and approve

2. Warrants

Recommendation: Review and approve

ADMINISTRATIVE AGENDA

3. Resolution Authorizing the City's Participation in the California HERO Program

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Consider a motion to approve the resolution*

4. Consider Resolution Authorizing Award of the State Route 140 Highway Medians

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Consider a motion to approve the resolution*

5. Consider Appointing Applicants to Gustine Planning and Gustine Airport Commissions

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to nominate and approve three Planning Commissioners and two Airport Commissioners*

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

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 10th day of December, 2015, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF
REGULAR MEETING
December 1, 2015**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Staff Present: City Manager Sean Scully, Fire Chief Pat Borrelli, Police Chief Doug Dunford, Public Works Director Kathryn Reyes and Deputy City Clerk Melanie Correa

PRESENTATIONS

The Mayor advised that Gustine High School Student Representative Meg Abdallah would give her presentation first, so that she could return to the High School Fall Sports Banquet. She distributed her report to Council, and reported on various school and sporting events.

1. Gustine/Santa Nella Family Resource Center

Laura Elkinton, Program Manager, Center for Human Services

Laura Elkinton distributed a packet of information to Council. She gave a presentation on the efforts underway to secure a Family Resource Center in the Gustine/Santa Nella area.

ORAL COMMUNICATIONS

There was no oral communications.

CONSENT CALENDAR

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

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

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

Police Chief Dunford presented the staff report. There was no public comment. After a brief discussion, Mayor Pro Tem Oliveira made a motion to waive the security deposit, rental fees and insurance fees, as requested. The motion was seconded by Council member Nagy, and carried 5-0.

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*

Public Works Director Reyes presented the staff report. There was no public comment. After some discussion, Council member Hasness made a motion to approve the amendment to the existing Capital Improvement Plan. The motion was seconded by Council member Anderson, and carried 5-0.

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*

Public Works Director Reyes presented the staff report. There was no public comment. Vic Andersen, Gustine Airport Commissioner, inquired on the due date of the submittal, to which Public Works Director Reyes provided information. There was a brief discussion; Mayor Pro Tem Oliveira made a motion to approve the 2016 Airport Capital Improvement Program. The motion was seconded by Council member Anderson, and carried 5-0.

Council member Anderson advised that she'd like to share a contact with City staff who may be of assistance in how to build revenue for the Gustine Airport.

There was a short break in the meeting, in which community carolers came in to distribute candy canes.

8. Discussion and Direction: Super / Combined Commission

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Discuss and provide direction*

City Manager Scully presented the staff report. Vic Andersen, 764 Linden Ave Gustine, and Airport Commissioner, expressed concern about airport specific issues being lost with a super commission. Mike Gandy, 1135 Bonta Gustine, and Planning Commissioner, expressed his concern with the timing it takes to make changes in the Municipal Code, and his concerns with bringing all four commissions together into one. Council member Anderson recommended that a combined commission consist of more than 5 individuals to handle the potential work load, she also suggested that this topic come back in the form of the public forum to get more input from the actual commission members. City Manager Scully suggested holding private meetings with each of the commission members to obtain their feedback. Mr. Andersen suggested the option of Planning Commissioners serving as dual commission members to address the lack of quorum issues. Mayor Pro Tem Oliveira expressed his interest

in exploring a combined commission; he provided his opinions on several of the items already suggested in the workshop. Council member Hasness inquired on whether there was an opportunity to have Commission alternates, to which City Manager Scully provided information. Mayor Brazil advised on how the suggestion of a combine commission initially came about. Mayor Brazil also suggested that the Traffic Committee and Recreation Commission remain stand alone. Mayor Pro Tem Oliveira agreed with City Manager Scully that he should meet with current commissioners to get their input.

CITY DEPARTMENT REPORTS

Police Chief Dunford advised that his department was pulling together the Christmas in the Park event. He advised that a grant application had been submitted for funding for a potential Family Resource Center. Council member Anderson inquired about theft of porch packages, to which Chief Dunford provided information. Council member Hasness inquired about speed racing being reported around town. Chief Dunford updated on the success of the Police Department smart phone app.

Fire Chief Borrelli advised on his attendance at an Active Shooter training given by OES earlier today. He reported on the success of the "Fill the Boot" fundraising drive. He gave an update on the status of the Fire Department's kitchen remodel. Lastly, Chief Borrelli advised on the success of the community breakfast with Santa, and the fire truck rides.

Public Works Director Reyes advised that she had nothing to report.

CITY MANAGER REPORT

City Manager Scully gave more information on what the grant funding would provide for a potential Family Resource Center for Gustine/Santa Nella. He updated on the status of the Highway median project bids. He advised that he and Public Works Director Reyes would be scoping a rehab project for the Goman Center. City Manager Scully also advised that construction has begun for a total remodel on the Gomes Building at the corner of 3rd Ave and 5th Street. Lastly, he advised that there was a casting company in town to cast for a television commercial that would be shot in Gustine.

At the inquiry of Council member Hasness, City Manager Scully gave an update on the interruption of telephone service.

CITY COUNCIL REPORTS

Council member Hasness advised that she was impressed with the Family Movie Night and the time capsule burial. She thanked Gustine for electing her to City Council one year ago.

Council member Nagy thanked all of the groups and volunteers who contributed to a successful Old Fashioned Christmas at Home event. He advised that a League of California Cities meeting would be held on December 10th. He also advised that the annual Rotary Basketball Tournament would be held this weekend. He suggested fundraising efforts for the Gustine Airport.

Council member Anderson inquired about the timing on the actual time capsule burial. She expressed her regrets for not being able to attend the Old Fashioned Christmas at home.

Mayor Pro Tem Oliveira advised how praiseful Mrs. Pat Snoke was for all of Public Works' efforts for the sign dedication. He advised on his attendance at the Old Fashioned Christmas at Home events. He mentioned the newly passed marijuana cultivation laws, to which City Manager Scully provided information.

Mayor Brazil thanked the Chamber for all of their assistance with the Centennial events. He remarked on how impressive the Old Fashioned Christmas at Home events were. He updated on his efforts to have Hunt Rd. paved all the way into town.

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**

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

ADJOURNMENT

Council member Anderson moved to adjourn the meeting. The motion was seconded by Mayor Pro Tem Oliveira. The meeting adjourned at 8:49 P.M.

ATTEST:

CITY CLERK

MAYOR BRAZIL



Warrant List By Vendor Name

Post Dates 12/02/2015 - 12/15/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: A+ CORDEIRO PLUMBING				
A+ CORDEIRO PLUMBING	2185	40569	SEWER MAINT.	180.00
Vendor A+ CORDEIRO PLUMBING Total:				180.00
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	506-4183527	40570	PW UNIFORMS	1.99
Vendor ARAMARK UNIFORM SERVICES INC Total:				22.11
Vendor: AT&T CALNET 2				
AT&T CALNET 2	000007314413	40571	TELEPHONE SERVICE 209-	12.36
AT&T CALNET 2	000007314413	40571	TELEPHONE SERVICE 209-	123.58
AT&T CALNET 2	000007314413	40571	TELEPHONE SERVICE 209-	49.43
AT&T CALNET 2	000007314413	40571	TELEPHONE SERVICE 209-	49.43
AT&T CALNET 2	000007314413	40571	TELEPHONE SERVICE 209-	12.35
Vendor AT&T CALNET 2 Total:				247.15
Vendor: BEST BEST & KRIEGER				
BEST BEST & KRIEGER	761172	40572	ATTORNEY SERVICES	3,100.00
Vendor BEST BEST & KRIEGER Total:				3,100.00
Vendor: C. WRIGHT & WRIGHT ENTERPRISES, INC				
C. WRIGHT & WRIGHT ENT	11042015	40573	BAT INSPECTION/ POOL	125.00
Vendor C. WRIGHT & WRIGHT ENTERPRISES, INC Total:				125.00
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBU	PR- 11/28/15	40574	PAYROLL DEDUCTIONS	242.30
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				242.30
Vendor: CANON FINANCIAL SERVICES (FORMALLY OCE)				
CANON FINANCIAL SERVIC	15512538	40575	COPIER LEASE	23.64
CANON FINANCIAL SERVIC	15512538	40575	COPIER LEASE	160.74
CANON FINANCIAL SERVIC	15512538	40575	COPIER LEASE	160.75
CANON FINANCIAL SERVIC	15512538	40575	COPIER LEASE	127.65
Vendor CANON FINANCIAL SERVICES (FORMALLY OCE) Total:				472.78
Vendor: CENTRAL SANITARY SUPPLY				
CENTRAL SANITARY SUPPL	662212	40576	JANITORIAL SUPPLIES	317.59
Vendor CENTRAL SANITARY SUPPLY Total:				317.59
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	DECEMBER 2015	40577	BORRELLI WATER	527.00
Vendor CITY OF GUSTINE Total:				527.00
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	7117	40578	PERMITS	21,655.02
Vendor CSG CONSULTING - PRECISION Total:				21,655.02
Vendor: DEPOT GARAGE INC				
DEPOT GARAGE INC	0002383	40579	PD VEHICLE	1,585.36
DEPOT GARAGE INC	0002403	40579	TRUCK REPAIRS	179.95
DEPOT GARAGE INC	0002457	40579	VEHICLE LIGHT	89.67

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
DEPOT GARAGE INC	0002626	40579	TIRE REPAIR	15.00
Vendor DEPOT GARAGE INC Total:				1,869.98
Vendor: DICK FORD'S TRACTOR REPAIR				
DICK FORD'S TRACTOR RE	137867	40580	OIL	101.27
DICK FORD'S TRACTOR RE	138139	40580	SUPPLIES WW	96.62
Vendor DICK FORD'S TRACTOR REPAIR Total:				197.89
Vendor: DIVERSIFIED RISK/HUB INTERNATIONAL				
DIVERSIFIED RISK/HUB INT	NOVEMBER 2015	40581	NOVEMBER 2015 HUB	459.54
Vendor DIVERSIFIED RISK/HUB INTERNATIONAL Total:				459.54
Vendor: DOMINGOS PONCEANO				
DOMINGOS PONCEANO	DECEMBER 2015	40582	JANITORIAL	400.00
DOMINGOS PONCEANO	DECEMBER 2015	40582	JANITORIAL	28.00
DOMINGOS PONCEANO	DECEMBER 2015	40582	JANITORIAL	300.00
DOMINGOS PONCEANO	DECEMBER 2015	40582	JANITORIAL	450.00
DOMINGOS PONCEANO	DECEMBER 2015	40582	JANITORIAL	100.00
Vendor DOMINGOS PONCEANO Total:				1,278.00
Vendor: DOUG DUNFORD				
DOUG DUNFORD	120915 XMAS PARK	40583	CHRISTMAS IN PARK REIM	380.02
Vendor DOUG DUNFORD Total:				380.02
Vendor: E & M ELECTRIC CO.				
E & M ELECTRIC CO.	78410	40584	MOTOR CONNECTIONS W	304.85
E & M ELECTRIC CO.	78411	40584	WW AERATORS	156.71
E & M ELECTRIC CO.	78511	40584	WW AERATORS	520.00
Vendor E & M ELECTRIC CO. Total:				981.56
Vendor: EFTPS				
EFTPS	PR- 11/28/15	1913	PAYROLL TAXES	6,270.62
EFTPS	PR- 11/28/2015	1914	PAYROLL TAXES	1,621.78
EFTPS	PR- 12/01/15	1925	PAYROLL TAXES	594.76
EFTPS	PR- 12/01/2015	1926	PAYROLL TAXES	1,062.92
EFTPS	PR- 12/1/15	1924	PAYROLL TAXES	2,543.18
EFTPS	PR_11/28/15	1915	PAYROLL TAXES	5,360.28
Vendor EFTPS Total:				17,453.54
Vendor: EMPLOYMENT DEVELOPMENT DEPT				
EMPLOYMENT DEVELOPM	PR- 11/28/15	1911	PAYROLL TAXES	1,715.97
EMPLOYMENT DEVELOPM	PR- 11/28/2015	1912	PAYROLL TAXES	451.31
EMPLOYMENT DEVELOPM	PR- 12/01/15	1922	PAYROLL TAXES	419.20
EMPLOYMENT DEVELOPM	PR- 12/1/15	1923	PAYROLL TAXES	184.60
Vendor EMPLOYMENT DEVELOPMENT DEPT Total:				2,771.08
Vendor: FRANCHISE TAX BOARD				
FRANCHISE TAX BOARD	PR- 11/28/15	40585	PAYROLL DEDUCTION	190.00
Vendor FRANCHISE TAX BOARD Total:				190.00
Vendor: G&K SERVICES				
G&K SERVICES	1057203099	40586	PW UNIFORMS	2.32
G&K SERVICES	1057203099	40586	PW UNIFORMS	2.32
G&K SERVICES	1057203099	40586	PW UNIFORMS	4.63
G&K SERVICES	1057203099	40586	PW UNIFORMS	4.17
G&K SERVICES	1057203099	40586	PW UNIFORMS	9.73
G&K SERVICES	1057203099	40586	PW UNIFORMS	19.00
G&K SERVICES	1057203099	40586	PW UNIFORMS	4.17
Vendor G&K SERVICES Total:				46.34

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: GARTON FORD TRACTOR				
GARTON FORD TRACTOR	NC37286A	40587	TRACTOR SUPPLIES	32.74
Vendor GARTON FORD TRACTOR Total:				32.74
Vendor: GEORGE OSNER, AICP URBAN PLANNING				
GEORGE OSNER, AICP URB	NOVEMBER 2015	40588	PLANNING FEIHE	660.00
Vendor GEORGE OSNER, AICP URBAN PLANNING Total:				660.00
Vendor: GILTON SOLID WASTE MANAGEMENT INC				
GILTON SOLID WASTE MA	DECEMBER 2015	40589	REFUSE SERVICE	32,880.78
GILTON SOLID WASTE MA	NOVEMBER 2015	40589	TRASH BIN NOVEMBER 20	244.76
Vendor GILTON SOLID WASTE MANAGEMENT INC Total:				33,125.54
Vendor: GROVER LANDSCAPE SERVICES INC				
GROVER LANDSCAPE SERV	0239551	40590	STREET TREE EMERGENCA	1,820.00
Vendor GROVER LANDSCAPE SERVICES INC Total:				1,820.00
Vendor: GUERRERO'S TIRE & AUTO REPAIR				
GUERRERO'S TIRE & AUTO	11202015	40591	TIRE REPAIR	25.00
GUERRERO'S TIRE & AUTO	11232015	40591	TIRE REPAIR	15.00
Vendor GUERRERO'S TIRE & AUTO REPAIR Total:				40.00
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	361869	40592	WASTEWATER ANALYSIS	214.00
IEH-JL ANALYTICAL	362212	40592	WASTEWATER ANALYSIS	343.00
IEH-JL ANALYTICAL	363164	40592	WASTEWATER ANALYSIS	144.00
Vendor IEH-JL ANALYTICAL Total:				701.00
Vendor: LA RUE COMMUNICATIONS				
LA RUE COMMUNICATION	6225	40593	FCC LICENSE	300.00
Vendor LA RUE COMMUNICATIONS Total:				300.00
Vendor: LANGUAGE LINE SERVICES				
LANGUAGE LINE SERVICES	3713802	40594	TRANSLATION SVCS	43.34
Vendor LANGUAGE LINE SERVICES Total:				43.34
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS IN	PI1029217	40595	NOTICE HSIP	232.00
MATTOS NEWSPAPERS IN	PI1105154	40595	CENTENNIAL AD	234.00
MATTOS NEWSPAPERS IN	PI1105305	40595	NOTICE HSIP	203.00
MATTOS NEWSPAPERS IN	PI1110023	40595	CENTENNIAL AD	119.00
MATTOS NEWSPAPERS IN	PI1112040	40595	CENTENNIAL AD	234.00
MATTOS NEWSPAPERS IN	PI1112045	40595	FALL SPORTS AD	75.00
MATTOS NEWSPAPERS IN	PI1112204	40595	NOTICE HSIP	203.00
MATTOS NEWSPAPERS IN	PI1119043	40595	PUBLIC HEARING USE PER	80.00
MATTOS NEWSPAPERS IN	PI1119044	40595	PUBLIC HEARING PERMIT	80.00
MATTOS NEWSPAPERS IN	TR1117024	40595	CENTENNIAL AD	118.00
Vendor MATTOS NEWSPAPERS INC Total:				1,578.00
Vendor: MELANIE CORREA				
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	30.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	10.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	10.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	4.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	70.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	56.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	10.00
MELANIE CORREA	12092015 EMPL	40596	HOLIDAY LUNCHEON ADV	10.00
Vendor MELANIE CORREA Total:				200.00
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS L	PR- 11/28/15	40597	PAYROLL DEDUCTIONS	188.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
OPERATING ENGINEERS L	PR- 11/28/2015	40597	PAYROLL DEDUCTIONS	88.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				276.00
Vendor: P G & E				
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	1,659.58
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	296.86
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	43.87
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	387.53
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	35.03
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	16.45
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	166.60
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	119.27
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	1,179.33
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	5,976.24
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	73.97
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	6,497.61
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	1,199.69
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	549.60
P G & E	DECEMBER2015	40598	GAS AND ELECTRIC JAN 20	135.47
Vendor P G & E Total:				18,337.10
Vendor: PARREIRAS AUTO REPAIR				
PARREIRAS AUTO REPAIR	28375	40599	FIRE DEPT VEHICLE	78.30
Vendor PARREIRAS AUTO REPAIR Total:				78.30
Vendor: PIZZA FACTORY				
PIZZA FACTORY	19154	40600	MOVIE NIGHT	50.00
Vendor PIZZA FACTORY Total:				50.00
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR- 11/28/15	40601	PAYROLL DEDUCTIONS	480.00
Vendor POLICE OFFICERS ASSOC Total:				480.00
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT	PR-11/28/15EECLASSICMI	1916	RETIREMENT CONTRIBUTI	2,158.79
PUBLIC EMP RETIREMENT	PR-11/28/15EECLASSICSA	1917	RETIREMENT CONTRIBUTI	1,668.21
PUBLIC EMP RETIREMENT	PR-11/28/15EEPEPRASAFE	1918	RETIREMENT CONTRIBUTI	433.69
PUBLIC EMP RETIREMENT	PR-11/28/15ERCLASSICMI	1919	RETIREMENT CONTRIBUTI	2,529.71
PUBLIC EMP RETIREMENT	PR-11/28/15ERCLASSICSA	1920	RETIREMENT CONTRIBUTI	2,953.81
PUBLIC EMP RETIREMENT	PR-11/28/15ERPEPRASAFE	1921	RETIREMENT CONTRIBUTI	420.69
PUBLIC EMP RETIREMENT	PR-12/1/15EECLASSICSAF	1927	RETIREMENT CONTRIBUTI	1,412.74
PUBLIC EMP RETIREMENT	PR-12/1/15EEPEPRASAFET	1928	RETIREMENT CONTRIBUTI	504.30
PUBLIC EMP RETIREMENT	PR-12/1/15ERCLASSICSAF	1929	RETIREMENT CONTRIBUTI	2,500.68
PUBLIC EMP RETIREMENT	PR-12/1/15ERPEPRASAFET	1930	RETIREMENT CONTRIBUTI	489.17
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				15,071.79
Vendor: QUICK PC SUPPORT				
QUICK PC SUPPORT	10979	40602	PD I.T. BACKUP	145.00
QUICK PC SUPPORT	10980	40602	PD I.T. SUPPORT	945.00
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	21.70
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	21.70
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	108.50
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	32.55
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	32.55
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	21.70
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	32.55
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	162.75
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	217.00
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	217.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
QUICK PC SUPPORT	10981	40602	I.T. SUPPORT	217.00
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	13.09
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	13.09
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	65.46
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	19.64
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	19.64
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	13.09
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	19.64
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	98.20
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	130.93
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	130.93
QUICK PC SUPPORT	10982	40602	I.T. YEARLY SPAM FILTER	130.93
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	10.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	10.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	50.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	15.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	15.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	10.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	15.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	75.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	100.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	100.00
QUICK PC SUPPORT	11016	40602	I.T.- VIRUS PROT RENEWA	100.00
Vendor QUICK PC SUPPORT Total:				3,329.64
Vendor: RICHARD'S MARKET				
RICHARD'S MARKET	781730	40603	CENTENNIAL EVENT BEVE	304.91
Vendor RICHARD'S MARKET Total:				304.91
Vendor: RICO PFITZER PIRES & ASSOC				
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	6.13
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	3.40
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	10.55
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	10.22
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	238.34
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	34.04
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	14.63
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	30.65
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	6.81
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	26.39
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	34.05
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	0.68
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	2.56
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	3.06
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	5.44
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	10.21
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	11.92
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	20.43
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	92.27
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	8.51

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	10.21
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	20.43
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	93.63
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	1.68
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	6.81
RICO PFITZER PIRES & ASS	408	40604	HEALTH INSURANCE ADMI	3.40
Vendor RICO PFITZER PIRES & ASSOC Total:				715.00
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE	1953	40605	REPAIR STREET WATER LE	825.00
ROCHA BACKHOE SERVICE	1954	40605	SANDBAG MATERIAL	285.00
Vendor ROCHA BACKHOE SERVICE INC Total:				1,110.00
Vendor: SAFE T LITE				
SAFE T LITE	320541	40606	PW TOOLS / SUPPLIES	194.01
SAFE T LITE	320541	40606	PW TOOLS / SUPPLIES	194.01
SAFE T LITE	320541	40606	PW TOOLS / SUPPLIES	194.01
SAFE T LITE	320965	40606	STREET SIGNS	1,660.33
Vendor SAFE T LITE Total:				2,242.36
Vendor: SAWYERS HEATING AND AIR CONDITONING				
SAWYERS HEATING AND A	SI-21856	40607	FIRE DEPT REMODEL HVA	152.00
Vendor SAWYERS HEATING AND AIR CONDITONING Total:				152.00
Vendor: SHRED-IT				
SHRED-IT	9408418347	40608	SHRED SERVICES	4.66
SHRED-IT	9408418347	40608	SHRED SERVICES	46.60
SHRED-IT	9408418347	40608	SHRED SERVICES	18.64
SHRED-IT	9408418347	40608	SHRED SERVICES	18.63
SHRED-IT	9408418347	40608	SHRED SERVICES	4.66
Vendor SHRED-IT Total:				93.19
Vendor: SIERRA CHEMICAL				
SIERRA CHEMICAL	CMSLC 1009426	40609	CREDIT CONTAINER DEPO	-150.00
SIERRA CHEMICAL	SLS 10028426	40609	CHLORINE WATER	1,152.13
Vendor SIERRA CHEMICAL Total:				1,002.13
Vendor: SMART&FINAL				
SMART&FINAL	4061600181101	40610	CENTENNIAL EVENT SUPP	260.12
Vendor SMART&FINAL Total:				260.12
Vendor: SOLSTICE INVESTMENTS LLC (SOLAR CITY)				
SOLSTICE INVESTMENTS L	9533902-00-002	40611	SOLAR WW 11/1-31/2015	13,874.29
Vendor SOLSTICE INVESTMENTS LLC (SOLAR CITY) Total:				13,874.29
Vendor: STAPLES CREDIT PLAN				
STAPLES CREDIT PLAN	1418909881	40612	SUPPLIES	62.63
STAPLES CREDIT PLAN	1418929241	40612	OFFICE SUPPLIES	3.28
STAPLES CREDIT PLAN	1418929241	40612	OFFICE SUPPLIES	0.82
STAPLES CREDIT PLAN	1418929241	40612	OFFICE SUPPLIES	12.31
STAPLES CREDIT PLAN	1418929241	40612	OFFICE SUPPLIES	12.31
STAPLES CREDIT PLAN	1418929241	40612	OFFICE SUPPLIES	12.31
STAPLES CREDIT PLAN	1419510941	40612	OFFICE SUPPLIES	30.59
STAPLES CREDIT PLAN	1424077491	40612	OFFICE SUPPLIES	108.27
STAPLES CREDIT PLAN	1424276211	40612	OFFICE SUPPLIES	15.64
Vendor STAPLES CREDIT PLAN Total:				258.16
Vendor: STATE OF CALIFORNIA				
STATE OF CALIFORNIA	138809	40613	LIVESCAN CHARGES	360.00
Vendor STATE OF CALIFORNIA Total:				360.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: TENNEY A. NORQUIST				
TENNEY A. NORQUIST	18046	40614	REPAIR SERVICE UNIT	193.50
Vendor TENNEY A. NORQUIST Total:				193.50
Vendor: TERMINIX INTERNATIONAL				
TERMINIX INTERNATIONA	350263363	40615	PEST CONTROL ANIMAL C	35.00
TERMINIX INTERNATIONA	350358293	40615	PEST CONTROL / GOMAN	62.00
TERMINIX INTERNATIONA	350469297	40615	PEST CONTROL / LIBRARY	34.00
Vendor TERMINIX INTERNATIONAL Total:				131.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	43.67
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	538.56
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	124.63
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	111.16
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	23.82
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	116.34
TESEI PETROLEUM	43418	40616	FUEL FD/PD/PW VEHICLE	116.73
Vendor TESEI PETROLEUM Total:				1,074.91
Vendor: THE OFFICE CITY				
THE OFFICE CITY	IN-1309549	40617	PW SUPPLIES	18.57
THE OFFICE CITY	IN-1309549	40617	PW SUPPLIES	18.58
THE OFFICE CITY	IN-1309549	40617	PW SUPPLIES	18.58
THE OFFICE CITY	IN-1309549	40617	PW SUPPLIES	18.58
THE OFFICE CITY	IN-1309884	40617	PW SUPPLIES	5.12
THE OFFICE CITY	IN-1309884	40617	PW SUPPLIES	5.13
THE OFFICE CITY	IN-1309884	40617	PW SUPPLIES	5.13
THE OFFICE CITY	IN-1309884	40617	PW SUPPLIES	5.13
THE OFFICE CITY	IN-1321693	40617	PD SUPPLIES	30.22
Vendor THE OFFICE CITY Total:				125.04
Vendor: THE PIN CENTER				
THE PIN CENTER	1115082	40618	CENTENNIAL COINS	339.40
Vendor THE PIN CENTER Total:				339.40
Vendor: TIFFANY VITORINO				
TIFFANY VITORINO	12152015	40619	RECREATION	60.24
Vendor TIFFANY VITORINO Total:				60.24
Vendor: TRUE BLUE VETERINARY HOSPITAL				
TRUE BLUE VETERINARY H	107698	40620	VETERINARY SERVICES	130.00
Vendor TRUE BLUE VETERINARY HOSPITAL Total:				130.00
Vendor: TURLOCK TILE & STONE (GRANITE GALLERY)				
TURLOCK TILE & STONE (G	11102015COMPLETION	40621	FIRE DEPT REMODEL	5,895.00
Vendor TURLOCK TILE & STONE (GRANITE GALLERY) Total:				5,895.00
Vendor: TYLER BUSINESS FORMS				
TYLER BUSINESS FORMS	22254	40622	TAX FORMS 2015	26.00
TYLER BUSINESS FORMS	22254	40622	TAX FORMS 2015	6.50
TYLER BUSINESS FORMS	22254	40622	TAX FORMS 2015	97.52
TYLER BUSINESS FORMS	22254	40622	TAX FORMS 2015	97.52
TYLER BUSINESS FORMS	22254	40622	TAX FORMS 2015	97.52
Vendor TYLER BUSINESS FORMS Total:				325.06
Vendor: VALLEY PARTS SERVICE				
VALLEY PARTS SERVICE	253888	40623	SCADA BATTERY	55.97
Vendor VALLEY PARTS SERVICE Total:				55.97
Vendor: VANNA FRANCO				
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	2.58
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	0.86

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	0.86
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	0.34
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	6.04
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	4.82
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	0.86
VANNA FRANCO	120215 REIMB	40624	LUNCHEON REIMB	0.86
Vendor VANNA FRANCO Total:				17.22
Vendor: VERIZON WIRELESS				
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	0.67
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	80.59
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	145.52
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	19.97
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	69.06
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	42.81
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	23.02
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	42.83
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	80.59
VERIZON WIRELESS	9756118590	40625	CELL SERVICE DECEMBER	230.23
Vendor VERIZON WIRELESS Total:				735.29
Vendor: VISION SERVICE PLAN-(CA)				
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	3.21
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	7.89
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	3.19
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	371.26
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	50.88
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	11.78
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	6.05
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	5.44
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	4.15
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	21.02
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	1.27
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	22.78
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	20.65
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	0.64
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	3.05
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	2.29
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	3.56
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	10.26
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	47.83
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	15.26
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	89.76
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	9.94
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	32.56
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	15.26
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	102.82
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	1.53
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	7.20
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	3.56

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VISION SERVICE PLAN-(CA)	DECEMBER 2015	40626	VISION INSURANCE	5.09
Vendor VISION SERVICE PLAN-(CA) Total:				895.16
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUP	PR- 11/28/15	40627	PAYROLL DEDUCTION	142.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				142.71
Vendor: WOLFSEN'S MEAT & SAUSAGE				
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	19.50
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	6.50
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	6.50
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	2.60
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	45.50
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	36.40
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	6.50
WOLFSEN'S MEAT & SAUS	0001526	40628	TRB MEETING	6.50
Vendor WOLFSEN'S MEAT & SAUSAGE Total:				130.00
Vendor: YANCEY LUMBER CO				
YANCEY LUMBER CO	A2012048074	40629	CONCRETE FOR MUSEUM	14.18
YANCEY LUMBER CO	A2015050606	40629	KEYS GOMAN CENTER	8.67
YANCEY LUMBER CO	A42015043188	40629	PARTS PARKS	20.97
YANCEY LUMBER CO	A42015048304	40629	CONCRETE	18.90
Vendor YANCEY LUMBER CO Total:				62.72
Grand Total:				159,325.73

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	36,797.01
002 - UTILITY TAX FUND	42.81
009 - COMMUNITY CENTER FUND	953.67
016 - SWIM POOL FUND	1,399.10
017 - CITY WIDE LIGHTING & LAND	6,356.39
019 - RECREATION FUND	1,977.99
020 - SURFACE TRANS SERV FUND	435.00
021 - ST/SIDEWALK MAINT	3,568.23
024 - COPS GRANT	54.70
034 - FIRE SERVICE FUND	6,047.00
059 - STORM DRAIN	874.21
060 - WATER FUND	10,184.32
061 - SEWER FUND	18,436.56
062 - REFUSE	33,854.61
063 - AIRPORT FUND	594.70
074 - ASSESS - BORRELLI	662.47
093 - INSURANCE TRUST FUND	459.54
099 - PAYROLL TRUST FUND	36,627.42
Grand Total:	159,325.73

Account Summary

Account Number	Account Name	Payment Amount
001-0110-530.089-00	COMMUNITY PROMOTI	75.00
001-0110-530.201-00	OTHER CONTRACT SERVI	44.79
001-0120-510.020-00	GROUP HEALTH INSURA	9.34
001-0120-530.091-00	MEETINGS & TRAINING	22.08
001-0140-510.020-00	GROUP HEALTH INSURA	8.49
001-0140-520.000-00	OFFICE SUPPLIES	29.28
001-0140-520.010-00	DEPT OPERATING SUPPL	217.13
001-0140-530.009-00	OTHER PROFESSIONAL S	660.00
001-0140-530.011-00	TELEPHONE & INTERNET	13.03
001-0140-530.030-00	ADVERTISING	363.00
001-0140-530.201-00	OTHER CONTRACT SERVI	73.09
001-0141-530.009-00	OTHER PROFESSIONAL S	3,100.00
001-0142-510.020-00	GROUP HEALTH INSURA	18.44
001-0150-510.020-00	GROUP HEALTH INSURA	13.41
001-0150-520.010-00	DEPT OPERATING SUPPL	96.00
001-0150-520.011-00	UNIFORM ALLOWANCE	3.43
001-0150-520.040-00	FUEL	43.67
001-0150-530.011-00	TELEPHONE & INTERNET	80.59
001-0150-530.060-00	ELECTRIC	1,659.58
001-0150-530.062-00	GAS	296.86
001-0150-530.201-00	OTHER CONTRACT SERVI	400.00
001-0210-510.020-00	GROUP HEALTH INSURA	609.60
001-0210-520.000-00	OFFICE SUPPLIES	30.22
001-0210-520.010-00	DEPT OPERATING SUPPL	28.00
001-0210-520.030-00	MOTOR VEHICLE EXPEN	1,600.36
001-0210-520.040-00	FUEL	538.56
001-0210-530.009-00	OTHER PROFESSIONAL S	833.34
001-0210-530.011-00	TELEPHONE & INTERNET	269.10
001-0210-530.060-00	ELECTRIC	43.87
001-0210-530.089-00	COMMUNITY PROMOTI	380.02
001-0210-530.091-00	MEETINGS & TRAINING	30.00
001-0210-530.201-00	OTHER CONTRACT SERVI	1,660.56
001-0220-520.030-00	MOTOR VEHICLE EXPEN	78.30
001-0220-520.040-00	FUEL	124.63
001-0220-530.060-00	ELECTRIC	387.53

Account Summary

Account Number	Account Name	Payment Amount
001-0220-530.062-00	GAS	35.03
001-0230-510.020-00	GROUP HEALTH INSURA	84.92
001-0230-530.011-00	TELEPHONE	19.97
001-0230-530.201-00	OTHER CONTRACT SERVI	35.00
001-0410-510.020-00	GROUP HEALTH INSURA	1.60
001-0410-530.094-00	PLANNING/CONSTRUCT	21,655.02
001-0610-510.020-00	GROUP HEALTH INSURA	26.41
001-0610-520.010-00	DEPT OPERATING SUPPL	463.52
001-0610-520.011-00	UNIFORM ALLOWANCE	3.42
001-0610-520.030-00	MOTOR VEHICLE EXPEN	284.62
001-0610-530.011-00	TELEPHONE	69.06
001-0610-530.060-00	ELECTRIC	16.45
001-0610-530.201-00	OTHER CONTRACT SERVI	260.69
002-0147-530.011-00	TELEPHONE	42.81
009-0150-510.020-00	GROUP HEALTH INSURA	7.76
009-0150-520.010-00	DEPT OPERATING SUPPL	8.67
009-0150-520.040-00	FUEL	111.16
009-0150-530.011-00	TELEPHONE	23.02
009-0150-530.060-00	ELECTRIC	166.60
009-0150-530.062-00	GAS	119.27
009-0150-530.201-00	OTHER CONTRACT SERVI	517.19
016-0120-510.020-00	GROUP HEALTH INSURA	1.71
016-0613-510.020-00	GROUP HEALTH INSURA	5.44
016-0613-530.011-00	TELEPHONE	42.83
016-0613-530.060-00	ELECTRIC	1,179.33
016-0613-530.201-00	OTHER CONTRACT SERVI	169.79
017-0120-510.020-00	GROUP HEALTH INSURA	5.86
017-0120-530.091-00	MEETINGS & TRAINING	17.36
017-0260-530.060-00	ELECTRIC	5,976.24
017-0270-520.010-00	DEPT OPERATING SUPPL	194.01
017-0610-510.020-00	GROUP HEALTH INSURA	51.67
017-0610-520.011-00	UNIFORM ALLOWANCE	6.84
017-0610-520.040-00	FUEL	23.82
017-0610-530.011-00	TELEPHONE	80.59
019-0100-530.087-00	CENTENNIAL EXPENSES	1,723.61
019-0120-510.020-00	GROUP HEALTH INSURA	2.98
019-0613-520.010-00	DEPT OPERATING SUPPL	110.24
019-0613-530.060-00	ELECTRIC	73.97
019-0613-530.201-00	OTHER CONTRACT SERVI	67.19
020-0310-530.030-00	ADVERTISING	435.00
021-0120-510.020-00	GROUP HEALTH INSURA	3.31
021-0120-530.091-00	MEETINGS & TRAINING	17.36
021-0142-510.020-00	GROUP HEALTH INSURA	11.90
021-0310-510.020-00	GROUP HEALTH INSURA	49.17
021-0310-520.010-00	DEPT OPERATING SUPPL	1,660.33
021-0310-520.011-00	UNIFORM ALLOWANCE	6.16
021-0310-530.201-00	OTHER CONTRACT SERVI	1,820.00
024-0210-510.020-00	GROUP HEALTH INSURA	54.70
034-0220-540.011-00	BUILDING	6,047.00
059-0120-510.020-00	GROUP HEALTH INSURA	1.32
059-0120-530.091-00	MEETINGS & TRAINING	6.94
059-0140-510.020-00	GROUP HEALTH INSURA	5.61
059-0140-520.000-00	OFFICE SUPPLIES	7.32
059-0142-510.020-00	GROUP HEALTH INSURA	5.35
059-0730-510.020-00	GROUP HEALTH INSURA	9.00
059-0730-520.010-00	DEPT OPERATING SUPPL	502.72
059-0730-530.201-00	OTHER CONTRACT SERVI	335.95
060-0120-510.020-00	GROUP HEALTH INSURA	20.47

Account Summary

Account Number	Account Name	Payment Amount
060-0120-530.091-00	MEETINGS & TRAINING	121.54
060-0140-510.020-00	GROUP HEALTH INSURA	59.75
060-0140-520.000-00	OFFICE SUPPLIES	109.83
060-0140-530.011-00	TELEPHONE & INTERNET	49.43
060-0140-530.201-00	OTHER CONTRACT SERVI	179.38
060-0142-510.020-00	GROUP HEALTH INSURA	35.69
060-0710-510.020-00	GROUP HEALTH INSURA	182.03
060-0710-520.010-00	DEPT OPERATING SUPPL	2,119.72
060-0710-520.011-00	UNIFORM ALLOWANCE	14.37
060-0710-520.040-00	FUEL	116.34
060-0710-530.011-00	TELEPHONE	230.23
060-0710-530.060-00	ELECTRIC	6,497.61
060-0710-530.201-00	OTHER CONTRACT SERVI	447.93
061-0120-510.020-00	GROUP HEALTH INSURA	18.45
061-0120-530.091-00	MEETINGS & TRAINING	97.22
061-0140-510.020-00	GROUP HEALTH INSURA	42.77
061-0140-520.000-00	OFFICE SUPPLIES	109.83
061-0140-530.011-00	TELEPHONE & INTERNET	49.43
061-0140-530.201-00	OTHER CONTRACT SERVI	179.38
061-0142-510.020-00	GROUP HEALTH INSURA	35.69
061-0520-510.020-00	GROUP HEALTH INSURA	196.45
061-0520-520.010-00	DEPT OPERATING SUPPL	178.07
061-0520-520.011-00	UNIFORM ALLOWANCE	28.07
061-0520-520.040-00	FUEL	116.73
061-0520-530.060-00	ELECTRIC	15,073.98
061-0520-530.201-00	OTHER CONTRACT SERVI	2,310.49
062-0120-510.020-00	GROUP HEALTH INSURA	1.60
062-0120-530.091-00	MEETINGS & TRAINING	17.36
062-0140-510.020-00	GROUP HEALTH INSURA	1.53
062-0140-520.000-00	OFFICE SUPPLIES	109.83
062-0140-530.011-00	TELEPHONE & INTERNET	12.35
062-0140-530.201-00	OTHER CONTRACT SERVI	132.31
062-0510-520.011-00	UNIFORM ALLOWANCE	6.16
062-0510-530.009-00	OTHER PROFESSIONAL S	33,125.54
062-0510-530.201-00	OTHER CONTRACT SERVI	447.93
063-0120-510.020-00	GROUP HEALTH INSURA	8.88
063-0120-530.091-00	MEETINGS & TRAINING	17.36
063-0142-510.020-00	GROUP HEALTH INSURA	10.37
063-0340-510.020-00	GROUP HEALTH INSURA	8.49
063-0340-530.060-00	ELECTRIC	549.60
074-0610-530.059-00	WATER UTILITY	527.00
074-0610-530.060-00	ELECTRIC	135.47
093-0000-220.070	INSURANCE TRUST	459.54
099-0000-220.010	FICA TAXES PAYABLE	11,030.34
099-0000-220.020	FIT W/H PAYABLE	6,423.20
099-0000-220.030	SIT W/H PAYABLE	2,135.17
099-0000-220.050	PERS PAYABLE	15,071.79
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.081	UNION DUES PAYABLE	276.00
099-0000-220.090	DISABILITY (SDI) PAYABL	635.91
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:	159,325.73

Project Account Summary

Project Account Key	Payment Amount
None	159,325.73

Project Account Summary

Project Account Key
None

Payment Amount

Grand Total:

159,325.73

A handwritten signature in black ink, appearing to read "Jan West", is written over a horizontal line. The signature is cursive and extends to the right of the line.



ITEM NO. 3

COUNCIL AGENDA ITEM

DECEMBER 15, 2015

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

SUBJECT: HERO Program Authorization

BACKGROUND/DISCUSSION:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and free and willing property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified.

In November, John Law from HERO presented to Council the overview of the HERO program and answered questions on how the program works. Since 2011, the HERO Program has helped more than 50,000 property owners make more than \$1 billion in improvements to their homes which reduce energy and water consumption, saving homeowners over \$1.9 billion in estimated future utility costs and more than 2.3 billion gallons of water. Adopted in 361 California communities, more than 8,720 local jobs have been created as a result of HERO.

Because of its success, the California HERO Program was developed as a turnkey program to save other California jurisdictions time and resources in developing a standalone program. Jurisdictions only need to adopt the form of resolution accompanying this staff report and approve an amendment to the joint exercise of powers agreement related to the California HERO Program attached to such resolution to begin the process.

ANALYSIS:

The California HERO Program is being offered to allow property owners in participating cities and counties to finance renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on

their property. If a property owner chooses to participate, the improvements to be installed on such owner's property will be financed by the issuance of bonds by a joint power authority, Western Riverside Council of Governments ("WRCOG"), secured by a voluntary contractual assessment levied on such owner's property. Participation in the program is 100% voluntary. Property owners who wish to participate in the program agree to repay the money through the voluntary contractual assessment collected together with their property taxes.

The benefits to the property owner include:

- Eligibility: In today's economic environment, alternatives for property owners to finance renewable energy/energy efficiency/water efficiency improvements or electric vehicle charging infrastructure may not be available. As such many property owners do not have options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and selecting in energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary. Property owners can choose to participate in the program at their discretion.
- Payment obligation stays with the property. Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Even if there were private enterprise alternatives, most private loans are due on sale of the benefited property, which makes it difficult for property owners to match the life of the repayment obligation with the useful life of the financed improvements. Certain mortgage providers will, however, require the assessment be paid off at the time the property is refinanced or sold.
- Prepayment option. No prepayment penalties.
- Customer oriented program. Part of the success of the program is the prompt customer service.

The benefits to the City include:

- Increase local jobs.
- An increase in housing prices (higher efficient homes are worth more money).

- An increase in sales, payroll and property tax revenue
- As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties.
- All California HERO Program and assessment administration, bond issuance and bond administration functions are handled by California HERO. Little, if any, City staff time is needed to participate in the California HERO Program.
- The City can provide access for its residents to the California HERO Program without the higher staff costs that an independent program established by the City would require.

The proposed resolution enables the California HERO Program to be available to owners of property within our City to finance renewable energy, energy efficiency and water efficiency improvements and electric vehicle charging infrastructure. The resolution approves an Amendment to the WRCOG Joint Powers Agreement to add the City as an Associate Member in order that the California HERO Program may be offered to the owners of property located within the City who wish to participate in the California HERO Program.

FISCAL AND STAFF IMPACTS:

There is no negative fiscal impact to the City's general fund incurred by consenting to the inclusion of properties within the City limits in the California HERO Program. All California HERO Program administrative costs are covered through an initial administrative fee included in the property owner's voluntary contractual assessment and an annual administrative fee which is also collected on the property owner's tax bill.

RECOMMENDED ACTION:

Adopt the attached Resolution authorizing the City's participation in the California HERO Program, which will enable property owners to finance permanently fixed renewable energy, energy and water efficiency improvements and electric vehicle charging infrastructure on their properties.

ATTACHMENTS:

- A) Resolution
- B) HERO Program Overview

RESOLUTION NO. 2015-XXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE, CALIFORNIA, CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HERO PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING THE AMENDMENT TO A CERTAIN JOINT POWERS AGREEMENT RELATED THERETO

WHEREAS, the Western Riverside Council of Governments ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the "Authority JPA"); and

WHEREAS, Authority intends to establish the California HERO Program to provide for the financing of renewable energy distributed generation sources, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Gustine (the "City") is committed to development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, protection of our environment, and reversal of climate change; and

WHEREAS, in Chapter 29, the Legislature has authorized cities and counties to assist property owners in financing the cost of installing Improvements through a voluntary contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the counties and cities that are participating in the California HERO Program would promote the purposes cited above; and

WHEREAS, the City wishes to provide innovative solutions to its property owners to achieve energy and water efficiency and independence, and in doing so cooperate with Authority in order to efficiently and economically assist property owners the City in financing such Improvements; and

WHEREAS, Authority has authority to establish the California HERO Program, which will be such a voluntary contractual assessment program, as permitted by the Act, the Authority JPA, originally made and entered into April 1, 1991, as amended to date, and the Amendment to Joint Powers Agreement Adding the City of Gustine as an Associate Member of the Western Riverside Council of Governments to Permit the Provision of Property Assessed Clean Energy (PACE) Program Services within the City (the "JPA Amendment"), by and between Authority and the City, a copy of which is attached as Exhibit "A" hereto, to assist property owners within the incorporated area of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case

of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the California HERO Program to finance the installation of Improvements.

2. This City Council consents to inclusion in the California HERO Program of all of the properties in the incorporated area within the City and to the Improvements, upon the request by and voluntary agreement of owners of such properties, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the California HERO Program and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent and be secured by such contractual assessments.

4. This City Council hereby approves the JPA Amendment and authorizes the execution thereof by appropriate City officials.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the California HERO Program within the City, and report back periodically to this City Council on the success of such program.

6. This Resolution shall take effect immediately upon its adoption. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the Authority Executive Committee.

AYES: Hasness, Anderson, Nagy, Oliveira, Brazil
NOES: None
ABSTAIN: None
ABSENT: None

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

**AMENDMENT TO THE JOINT POWERS AGREEMENT
ADDING CITY OF GUSTINE AS
AS AN ASSOCIATE MEMBER OF THE
WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
TO PERMIT THE PROVISION OF PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM
SERVICES WITH SUCH CITY**

This Amendment to the Joint Powers Agreement (“JPA Amendment”) is made and entered into on the ___ day of ___, 2016, by City of Gustine (“City”) and the Western Riverside Council of Governments (“Authority”) (collectively the “Parties”).

RECITALS

WHEREAS, Authority is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the “Joint Exercise of Powers Act”) and the Joint Power Agreement entered into on April 1, 1991, as amended from time to time (the “Authority JPA”); and

WHEREAS, as of October 1, 2012, Authority had 18 member entities (the “Regular Members”).

WHEREAS, Chapter 29 of the Improvement Act of 1911, being Division 7 of the California Streets and Highways Code (“Chapter 29”) authorizes cities, counties, and cities and counties to establish voluntary contractual assessment programs, commonly referred to as a Property Assessed Clean Energy (“PACE”) program, to fund certain renewable energy sources, energy and water efficiency improvements, and electric vehicle charging infrastructure (the “Improvements”) that are permanently fixed to residential, commercial, industrial, agricultural or other real property; and

WHEREAS, Authority intends to establish a PACE program to be known as the “California HERO Program” pursuant to Chapter 29 as now enacted or as such legislation may be amended hereafter, which will authorize the implementation of a PACE financing program for cities and county throughout the state; and

WHEREAS, City desires to allow owners of property within its jurisdiction to participate in the California HERO Program and to allow Authority to conduct proceedings under Chapter 29 to finance Improvements to be installed on such properties; and

WHEREAS, this JPA Amendment will permit City to become an Associate Member of Authority and to participate in California HERO Program for the purpose of facilitating the implementation of such program within the jurisdiction of City; and

WHEREAS, pursuant to the Joint Exercise of Powers Act, the Parties are approving this JPA Agreement to allow for the provision of PACE services, including the operation of a PACE financing program, within the incorporated territory of City; and

WHEREAS, the JPA Amendment sets forth the rights, obligations and duties of City and Authority with respect to the implementation of the California HERO Program within the incorporated territory of City.

MUTUAL UNDERSTANDINGS

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter stated, the Parties hereto agree as follows:

A. JPA Amendment.

1. The Authority JPA. City agrees to the terms and conditions of the Authority JPA, attached.

2. Associate Membership. By adoption of this JPA Amendment, City shall become an Associate Member of Authority on the terms and conditions set forth herein and the Authority JPA and consistent with the requirements of the Joint Exercise of Powers Act. The rights and obligations of City as an Associate Member are limited solely to those terms and conditions

expressly set forth in this JPA Amendment for the purposes of implementing the California HERO Program within the incorporated territory of City. Except as expressly provided for by the this JPA Amendment, City shall not have any rights otherwise granted to Authority's Regular Members by the Authority JPA, including but not limited to the right to vote on matters before the Executive Committee or the General Assembly, the right to amend or vote on amendments to the Authority JPA, and the right to sit on committees or boards established under the Authority JPA or by action of the Executive Committee or the General Assembly, including, without limitation, the General Assembly and the Executive Committee. City shall not be considered a member for purposes of Section 9.1 of the Authority JPA.

3. Rights of Authority. This JPA Amendment shall not be interpreted as limiting or restricting the rights of Authority under the Authority JPA. Nothing in this JPA Amendment is intended to alter or modify Authority Transportation Uniform Mitigation Fee (TUMF) Program, the PACE Program administered by Authority within the jurisdictions of its Regular Members, or any other programs administered now or in the future by Authority, all as currently structured or subsequently amended.

B. Implementation of California HERO Program within City Jurisdiction.

1. Boundaries of the California HERO Program within City Jurisdiction. City shall determine and notify Authority of the boundaries of the incorporated territory within City's jurisdiction within which contractual assessments may be entered into under the California HERO Program (the "Program Boundaries"), which boundaries may include the entire incorporated territory of City or a lesser portion thereof.

2. Determination of Eligible Improvements. Authority shall determine the types of distributed generation renewable energy sources, energy efficiency or water conservation improvements, electric vehicle charging infrastructure or such other improvements as may be authorized pursuant to Chapter 29 (the "Eligible Improvements") that will be eligible to be financed under the California HERO Program.

3. Establishment of California HERO Program. Authority will undertake such proceedings pursuant to Chapter 29 as shall be legally necessary to enable Authority to make contractual financing of Eligible Improvements available to eligible property owners within the Program Boundaries.

4. Financing the Installation of Eligible Improvements. Authority shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the California HERO Program.

5. Ongoing Administration. Authority shall be responsible for the ongoing administration of the California HERO Program, including but not limited to producing education plans to raise public awareness of the California HERO Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the California HERO Program, establishing contracts for residential, commercial and other property owners participating in such program, establishing and collecting assessments due under the

California HERO Program, adopting and implementing any rules or regulations for the California HERO Program, and providing reports as required by Chapter 29.

City will not be responsible for the conduct of any proceedings required to be taken under Chapter 29; the levy or collection of assessments or any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the California HERO Program.

6. Phased Implementation. The Parties recognize and agree that implementation of the California HERO Program as a whole can and may be phased as additional other cities and counties execute similar agreements. City entering into this JPA Amendment will obtain the benefits of and incur the obligations imposed by this JPA Amendment in its jurisdictional area, irrespective of whether cities or counties enter into similar agreements.

C. **Miscellaneous Provisions.**

1. Withdrawal. City or Authority may withdraw from this JPA Amendment upon six (6) months written notice to the other party; provided, however, there is no outstanding indebtedness of Authority within City. The provisions of Section 6.2 of the Authority JPA shall not apply to City under this JPA Amendment. City may withdraw approval for conduct of the HERO Program within the jurisdictional limits of City upon thirty (30) written notice to WRCOG without liability to the Authority or any affiliated entity. City withdrawal shall not affect the validity of any voluntary assessment contracts (a) entered prior to the date of such withdrawal or (b) entered into after the date of such withdrawal so long as the applications for such voluntary assessment contracts were submitted to and approved by WRCOG prior to the date of City's notice of withdrawal.

2. Mutual Indemnification and Liability. Authority and City shall mutually defend, indemnify and hold the other party and its directors, officials, officers, employees and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, to property or persons, including wrongful death, to the extent arising out of the willful misconduct or negligent acts, errors or omissions of the indemnifying party or its directors, officials, officers, employees and agents in connection with the California HERO Program administered under this JPA Amendment, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses, but excluding payment of consequential damages. Without limiting the foregoing, Section 5.2 of the Authority JPA shall not apply to this JPA Amendment. In no event shall any of Authority's Regular Members or their officials, officers or employees be held directly liable for any damages or liability resulting out of this JPA Amendment.

3. Environmental Review. Authority shall be the lead agency under the California Environmental Quality Act for any environmental review that may be required in implementing or administering the California HERO Program under this JPA Amendment.

4. Cooperative Effort. City shall cooperate with Authority by providing information and other assistance in order for Authority to meet its obligations hereunder. City recognizes that one of its responsibilities related to the California HERO Program will include any permitting or inspection requirements as established by City.

5. Notice. Any and all communications and/or notices in connection with this JPA Amendment shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

Authority:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

City:

[TO BE INSERTED]

6. Entire Agreement. This JPA Amendment, together with the Authority JPA, constitutes the entire agreement among the Parties pertaining to the subject matter hereof. This JPA Amendment supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

7. Successors and Assigns. This JPA Amendment and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective successors and assigns. A Party may only assign or transfer its rights and obligations under this JPA Amendment with prior written approval of the other Party, which approval shall not be unreasonably withheld.

8. Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

9. Governing Law. This JPA Amendment shall be governed by and construed in accordance with the laws of the State of California, as applicable.

10. No Third Party Beneficiaries. This JPA Amendment shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this JPA Amendment to maintain a suit for personal injuries or property damages under the provisions of this JPA Amendment. The duties, obligations, and responsibilities of the Parties to this JPA Amendment with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11. Severability. In the event one or more of the provisions contained in this JPA Amendment is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this JPA Amendment and the remaining parts of this JPA Amendment shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this JPA Amendment.

12. Headings. The paragraph headings used in this JPA Amendment are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

13. Amendment. This JPA Amendment may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this JPA Amendment shall be of no effect.

14. Effective Date. This JPA Amendment shall become effective upon the execution thereof by the Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have caused this JPA Amendment to be executed and attested by their officers thereunto duly authorized as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

CITY OF _____

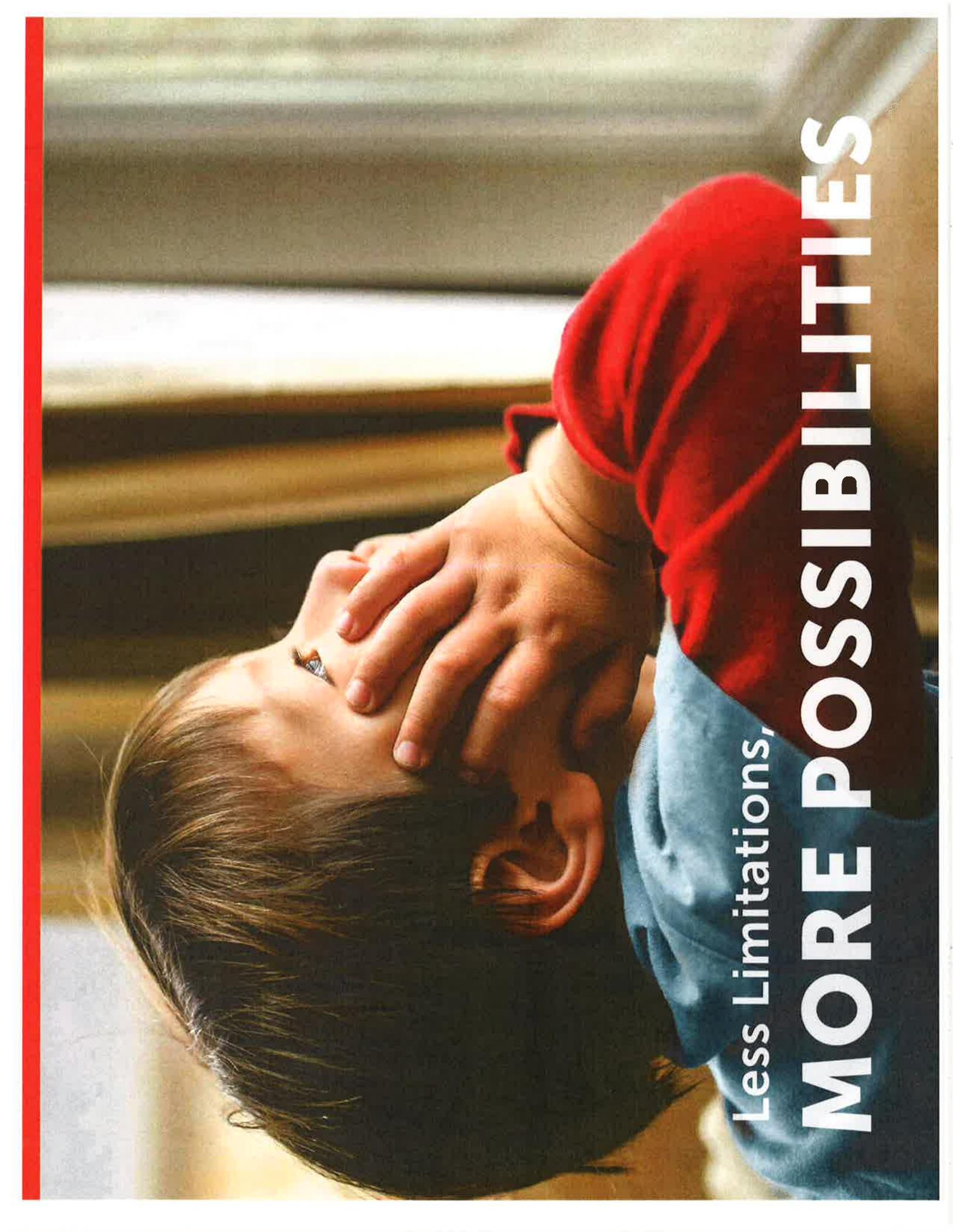
By: _____

Date: _____

Title: _____



Your energy efficient future, today.

A young child with dark hair is shown in profile, looking down. Their right hand is held over their mouth. A hand from an adult is gently touching the child's forehead. The child is wearing a red long-sleeved shirt and a blue garment. The background is a blurred indoor setting with horizontal lines, possibly window blinds. A red vertical bar is on the left side of the image.

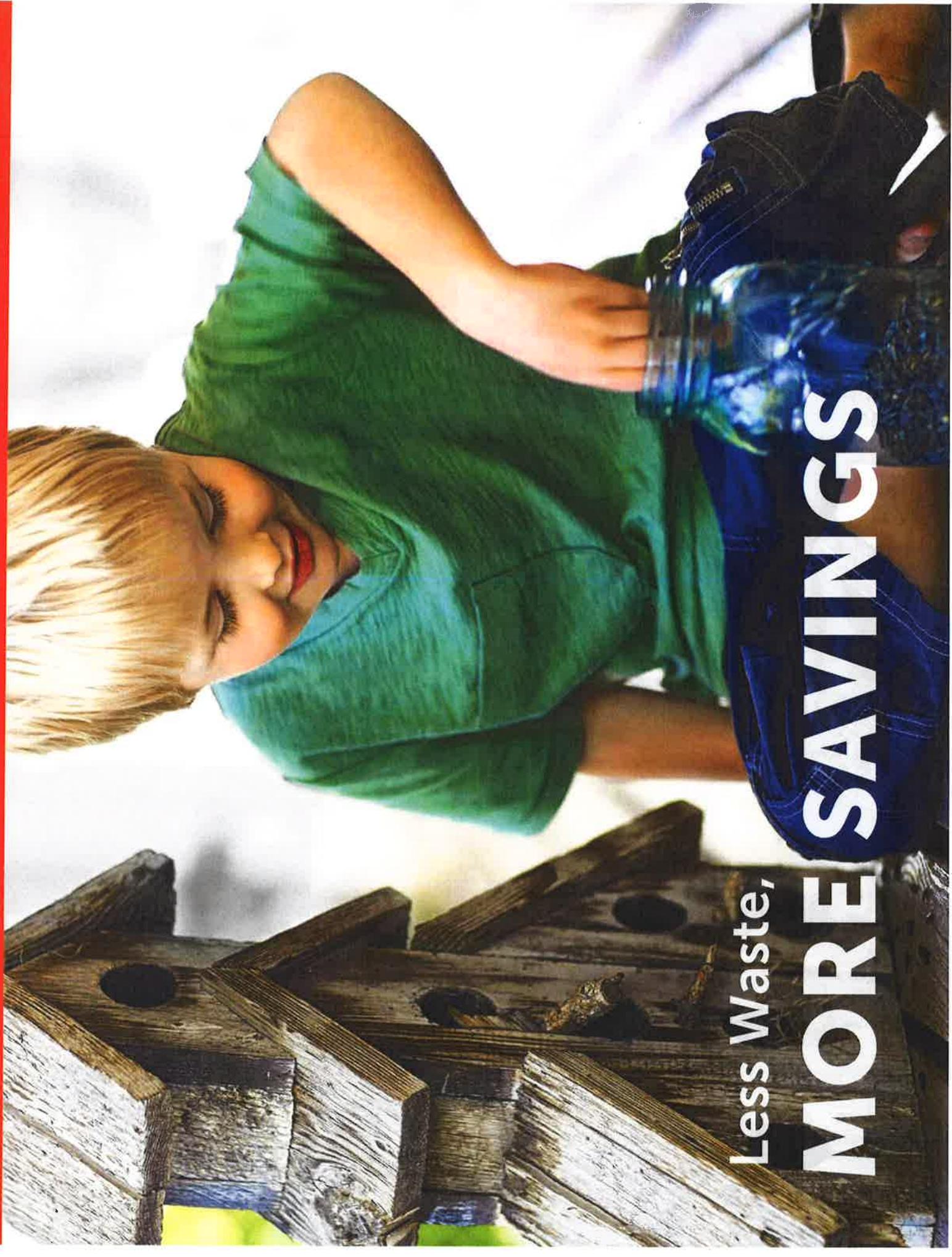
Less Limitations,

MORE POSSIBILITIES

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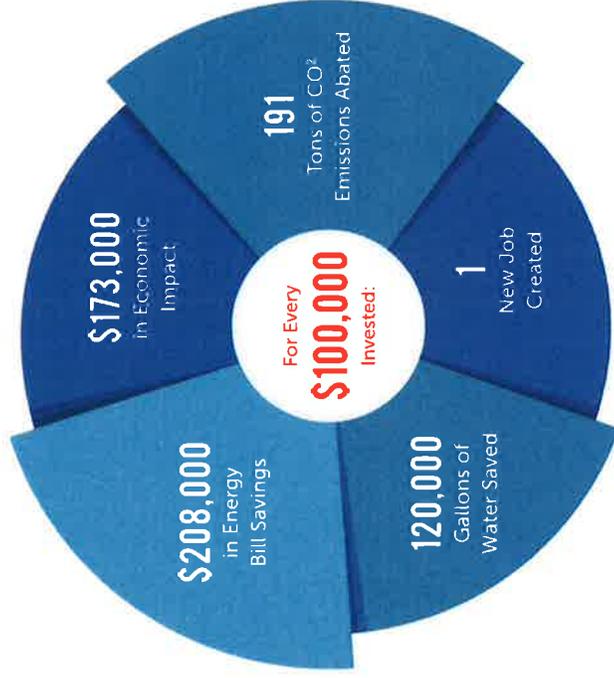


Less Waste,

MORE SAVINGS

Why HERO?

Through a unique public-private partnership, the HERO Program enables homeowners to afford energy and water-efficient upgrades that benefit their homes and communities.



Community Impact

Home efficiency upgrades do more than save energy and water. In addition to helping communities reach their regulatory goals, HERO also helps create new jobs, increase property values, and protect consumers. HERO provides:

Economic Stimulus:	Consumer Protection:	Environmental Benefits:
Lower Utility Bills	Fair Market Pricing	Reduced CO ₂ Emissions
New Job Creation	Payment Upon Job Completion	Decreased Energy Consumption
Increased Property Values	Dispute Resolution	Water Savings

HERO Advantage

When you adopt HERO in your community you're protecting property owners before, during and upon completion of every project. Contractors must be in good standing with the State Licensing Board and are only paid after the job is completed to the property owner's satisfaction.

	Before HERO	After HERO
Consumer Protection Training Eligibility Requirements Proposal Automation Estimating Calculators Application Verification	✘	✔
Compliance Marketing Product Eligibility Fair Market Pricing CSLB Confirmation Permit Verification	✘	✔
Protection Pay Upon Completion ID Verification Terms Confirmation In Good Standing Dispute Resolution	✘	✔

HERO Features:

- 100% Financing
- Approvals Based on Home Equity
- Low Fixed Interest Rates
- 5, 10, 15, or 20 Year Payment Terms
- Consumer Protections

HERO Products:

Over one million models of energy and water saving products qualify, including:

- Solar
- HVAC
- Roofing
- Windows and Doors
- Artificial Turf
- Pool Pumps
- Insulation
- Drought Tolerant Landscaping

PACE Track Record

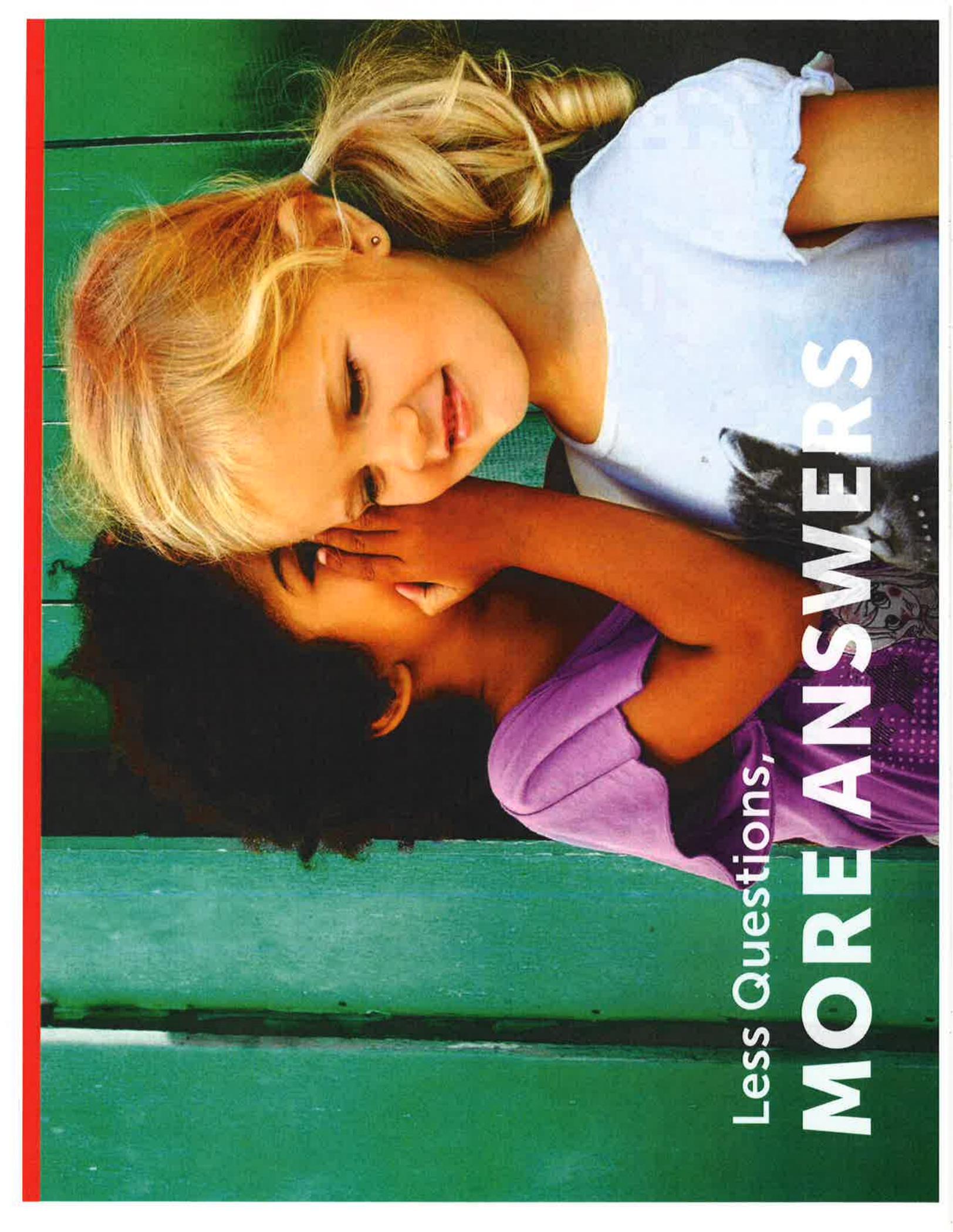
HERO is the largest and most successful residential PACE based financing program in the nation, and the only program of its kind to complete three rounds of securitization. All funding, support services and technology are provided at no cost to the municipality.

Our proven model enables us to continue to provide:

- ✓ Ongoing Lending Capital
- ✓ Dependable Support Services
- ✓ Comprehensive Technology Infrastructure
- ✓ Unrivaled Consumer Protections



*90% of all residential PACE projects nationally are HERO Projects



Less Questions,
MORE ANSWERS

Integrated Technology

HERO is a turn-key solution which provides municipalities, homeowners, contractors and real estate professionals with an extensive software platform designed to deliver accurate and timely information, while streamlining every step of the process.

Software Platform:

- HERO Gov (Mobile Application)
- HERO Pro (Contractor Portal)
- HERO Map
- HERO Dashboard (Reports)
- HERO Website with customized landing pages for every HERO community



HERO Gov

With the HERO Gov mobile app, HERO provides municipalities with direct insight into Program performance and transparency on all local activity.



Real-time Tracking:

- Economic Impact
- Local Job Creation
- Project Types
- Amounts Financed
- CO₂ Reduction
- Water Savings
- Community Rankings

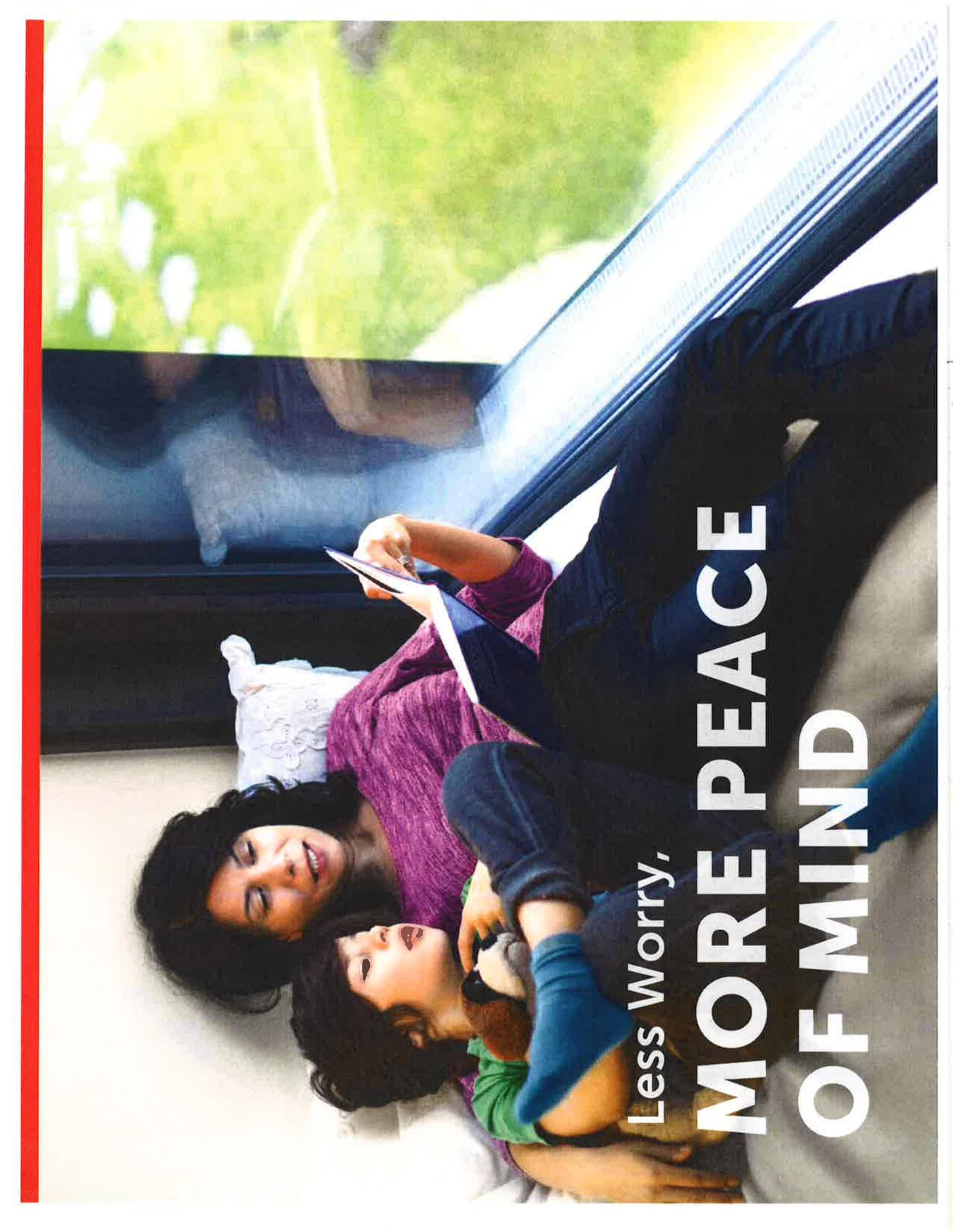
HERO Pro

An integrated, secure platform designed to make the estimating, approval, documentation and funding process as easy as possible for property owners and contractors.

Features:

- Interactive Sales Tools
- Estimating Calculators
- Energy Savings Calculators
- Financing Document Generation
- Electronic Signature Capabilities
- Information and Updates
- Web-Based Training Curriculum
- Webpage at herofinancing.com/companyname
- Pro Pitch (industry-specific proposal tools)



A woman with dark hair, wearing a purple sweater, is sitting on a light-colored sofa. She is holding a tablet computer and looking at it with a smile. A young child with dark hair, wearing a green shirt and blue pants, is sitting next to her, also looking at the tablet. They are positioned in front of a large window with a view of green trees outside. The scene is brightly lit, suggesting a sunny day. The overall mood is calm and focused.

Less Worry,

**MORE PEACE
OF MIND**

Community Support

We provide dedicated support to property owners, contractors, real estate professionals, and municipalities through every step of the process.

Municipal Support

Dedicated Community Development Managers are assigned to every municipality to provide program education, continued support, and to respond to constituent inquiries.

Contractor Training

Our representatives in the field provide training and ongoing assistance on Program implementation.

Dispute Resolution

Every property owner complaint receives a full investigation. When necessary, our investigators will intervene to resolve any disputes.

HERO Property Advisors: 855-CAL-HERO

A dedicated division of specialists are available to assist real estate professionals and homeowners during the selling or refinancing process and answer any questions that may arise.

HERO Hotline: 855-HERO-411

Our full service call center is available to property owners and contractors from project start to completion.

Mon-Th	8am – 10pm
Friday	8am – 9pm
Saturday	10am – 8pm
Sunday	10am – 6pm



Consumer Protection Policy

HERO has developed the #1 Consumer Protection Policy in the home energy improvement financing sector.

Contractor ID Verification

Every contractor must be in good standing with the Program, and have active license status with the CSLB.

Pricing Controls

We conduct a Reasonable Cost Test on all major product types and projects to ensure consumers get a fair price.

Permit Verification

We require verification that the necessary permits for qualifying products (including HVAC, solar PV, roofing, and many other products) have been issued.

Payment Protection

No payments are made to the contractor until the property owner signs a completion certificate to verify the project has been completed to their satisfaction.





Less Someday,

MORE TODAY

Awards & Recognition

HERO delivers real impact and has been recognized by industry leaders for excellence and innovation.



ENVIRONMENTAL & ECONOMIC PARTNERSHIP | Governor of California

Awarded California's highest honor by Governor Brown for exceptional leadership in environmental preservation and economic stimulus.



BEST RESIDENTIAL PARTNERSHIP | U.S. Green Building Council

Recognized as a Top 10 Green Building Policy in California, serving as a national model for financing energy efficiency and water conservation retrofits.



BUSINESS ACHIEVEMENT AWARD

Climate Change
Business Journal

PRESIDENT'S AWARD FOR EXCELLENCE

Southern CA Association
of Governments

NORTON YOUNGLOVE AWARD

Western Riverside Council
of Governments

2014 CLEAN AIR AWARD

South Coast Air Quality
Management District

BEST OF THE BEST AWARD

Urban Land Institute

Frequently Asked Questions

What is the HERO Program, and how does it work?

The Home Energy Renovation Opportunity (HERO) Program enables residential property owners to install energy and water efficient improvements and renewable energy systems by having a special assessment put on their property tax bill. Payments are made through their local county and repaid with their property taxes over time.

What types of home improvements are eligible?

Over one million products are eligible for HERO. Typical projects include: solar photovoltaic (PV) systems; energy efficient space heating, ventilation and air conditioning (HVAC); cool roof systems; energy efficient windows, skylights, and doors; solar thermal water heating; water heating; air sealing and weatherization; insulation; indoor energy efficient light fixtures; and water efficiency measures.

What are the costs and benefits of offering HERO in my community?

There are no costs to offering the HERO Program and it does not require any dedicated staff resources to develop or implement the Program. Additionally, HERO will benefit your community by reducing energy consumption, stimulating local business, creating sustainable jobs, and lowering greenhouse gas emissions

Who makes up the HERO team?

The HERO team is made up of a network of partners who specialize in administering residential PACE programs. Each team member is uniquely qualified for their specific role and is an industry expert within their field.

RENOVATEAMERICA

Renovate America
Residential Funding
Partner



Best Best &
Kreiger LLP
Bond Council



Public Financial
Management
Financial Advisor



David Taussig
& Associates
Assessment Administration



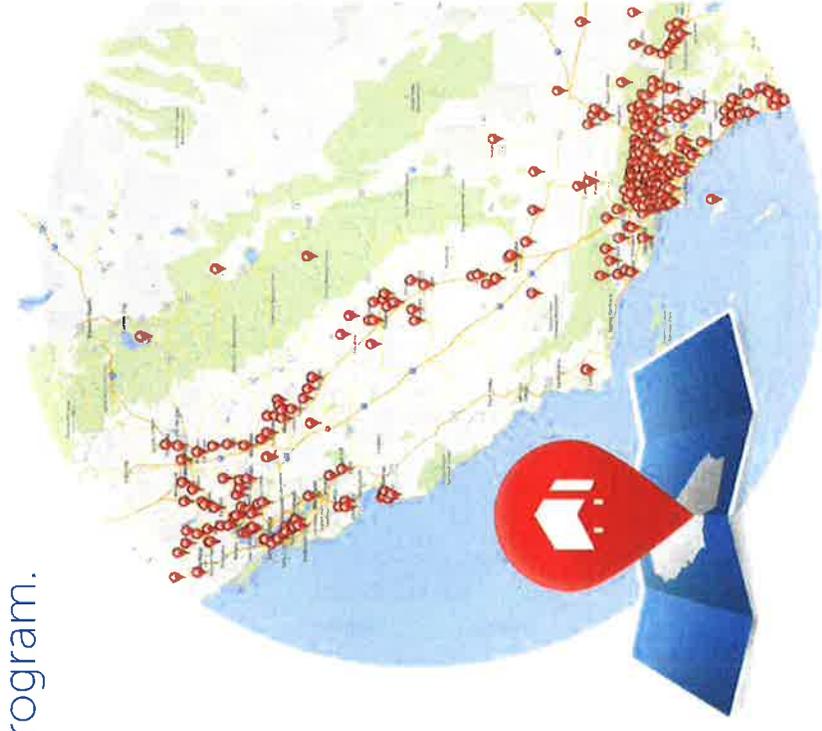
Westhoff, Cone
& Holmsted
Placement Agent

HERO Communities

300+ cities and counties throughout California have made energy- and water-efficient improvements accessible to homeowners through the HERO Program.

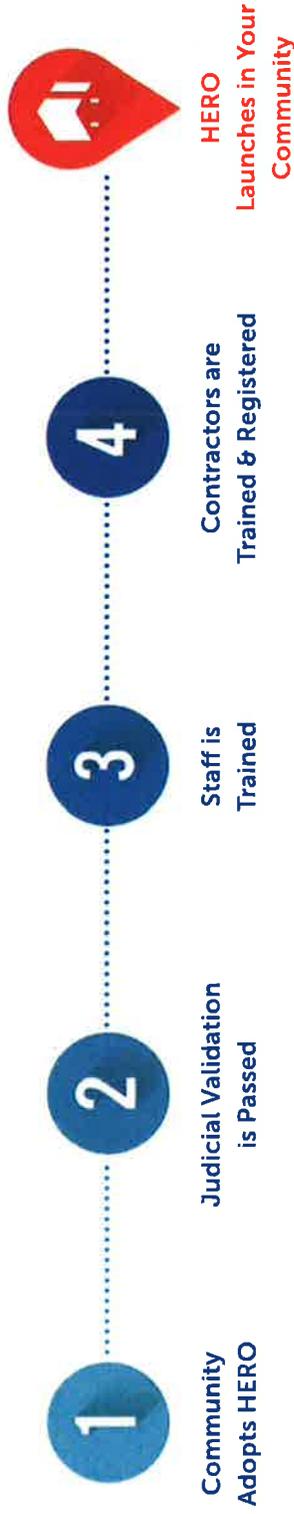
Counties that are Home to HERO Communities (as of June 2015):

Alameda County	Merced County	San Mateo County
Contra Costa County	Mono County	Santa Barbara County
Del Norte County	Monterey County	Santa Clara County
El Dorado County	Napa County	Santa Cruz County
Fresno County	Orange County	Solano County
Humboldt County	Riverside County	Sonoma County
Imperial County	Sacramento County	Stanislaus County
Kern County	San Bernardino County	Tulare County
Kings County	San Diego County	Ventura County
Los Angeles County	San Francisco County	Yolo County
Madera County	San Joaquin County	



Get HERO

It's easy to bring HERO to your community. Get started by contacting us today at 855-HERO-411.



"Why HERO? It's made our community better by lowering unemployment, increasing environmental efforts, and boosting our economy!"

Mayor Rusty Bailey, Riverside, CA

"As HERO helps our residents lower their utility bills, San José furthers its sustainability goals by reducing energy and water use. Our economy and job market benefits from home improvement-related activity making it a win-win for all aspects of San José."

Kerrie Romanow, Director of Environmental Services, San José, CA

 | heroprogram.com | 855-HERO-411 | info@heroprogram.com



COUNCIL AGENDA ITEM

DECEMBER 15, 2015

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

SUBJECT: STATE ROUTE 140 HIGHWAY MEDIANS HSIPL-5230(005)

BACKGROUND/DISCUSSION:

Federal Project HSIPL-5230(005) consists of constructing flushed and raised medians, concrete curb, stamped concrete, and thermoplastic striping and markings. The project has been previously reviewed conceptually by the City Council at which time the Council authorized staff to proceed with design of the project. The project will include flush and raised median improvements on Highway 33/140 around Harry Schmidt Park designed with the intention of slowing down traffic entering town. Per Council feedback the raised portion of the medians will include a red "terra cotta" stamped concrete design (the attached conceptual is provided for color reference only).

Notice to Bidders, Plans and Specifications were prepared and advertised to construct medians on State Route 140. Three sealed bid were received on November 18, 2015.

The City received a written bid protest from Cal Pacific Curb (second low bidder) dated November 25, 2015, protesting the bid submitted by George Reed, Inc. (first low bidder). Staff, in consultation with the City Attorney's office, responded to Cal Pacific Curb's protest indicating that Staff intended to recommend rejection of the protest.

As a threshold matter, the City has broad discretion to determine responsiveness and accept a responsive bid even if there are minor irregularities or mistakes, as long as such mistakes are immaterial. (See *Menefee v. County of Fresno* (1985) 163 Cal. App. 3d 1175; *Ghilloti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897.)

Cal Pacific Curb's protest asserts that George Reed, Inc.'s, bid is nonresponsive because it (1) failed to comply with subletting and subcontracting requirements and (2) failed to comply with federal Disadvantaged Business Enterprise requirements. A brief review of the basis of Cal Pacific Curb's protest shows that it is without substantive merit.

Cal Pacific Curb's protest is meritless because (1) the minor violation of the Subletting and Subcontracting Fair Practices Act under George Reed, Inc.'s, bid may be waived by the City in its sole discretion and (2) George Reed, Inc., submitted sufficient

documentation of good faith efforts to satisfy federal disadvantaged business enterprise requirements applicable to the project as a result of federal funding.

Staff recommends rejection of the bid protest submitted by Cal Pacific Curb as meritless; waiver of all immaterial defects in George Reed, Inc.'s, bid and award of the project to George Reed, Inc., as the lowest responsible bidder submitting a responsive bid, in the amount of \$106,176.65.

The Engineer's Estimate is \$202,049.00.

FISCAL IMPACT:

The cost of the project will be covered using a HSIP Grant and City Funds. The HSIP grant covers 90% of the Construction and Construction Engineering Costs, with a City match of 10%. Based on the bid amount the estimated City match is approximately \$10,617, staff would recommend this match be paid from fund 21 (gas tax) streets and sidewalk fund which has adequate revenue to cover the match.

RECOMMENDATION:

City Council adopt Resolution No. 2015-XXXX, authorizing award of the project to construct State Route 140 Highway Medians HSIPL-5230(005) to George Reed, Inc., P.O. Box 4760, Modesto, CA 95352.

EXHIBITS:

- A) Resolution No. 2015-XXXX
- B) Conceptual Design Previously Reviewed by Council
- C) CAL PACIFIC Curb Bid Protest Letter
- D) City Response to Bid Protest Letter

RESOLUTION No. 2015-XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE REJECTING BID PROTEST SUBMITTED BY CAL PACIFIC CURB, WAIVING IMMATERIAL ERRORS IN BIDS RECEIVED AND ACCEPTING BID AND AWARDING CONTRACT TO GEORGE REED, INC. FOR STATE ROUTE 140 HIGHWAY MEDIANS HSIPL-5230(005)

WHEREAS, the Invitation to Bid for the STATE ROUTE 140 HIGHWAY MEDIANS HSIPL-5230(005) in the City of Gustine was advertised in the Mattos News on October 29, 2015, November 5, 2015 and November 12, 2015; and

WHEREAS, the project will consist of constructing flushed and raised medians, concrete curb, stamped concrete, and thermoplastic striping and markings in the City of Gustine; and

WHEREAS, the following bid for the project was publicly opened and read aloud at the Gustine City Hall on November 18, 2015 at 2:00 p.m; and

<u>Contractor</u>	<u>Total Bid</u>
George Reed, Inc.	\$106,176.65
Cal Pacific Curb	\$169,613.50
Rolfe Construction Company	\$220,615.00

WHEREAS, the City Engineer's Estimate was \$202,049.00; and

WHEREAS, the City received a written bid protest from Cal Pacific Curb dated November 25, 2015, protesting the bid submitted by George Reed, Inc; and

WHEREAS, the City prepared a Response to Bid Protest letter dated December 8, 2015, indicating that the bid protest would be rejected as meritless; and

WHEREAS, Cal Pacific Curb's bid protest is meritless because (1) George Reed, Inc.'s, violation of the subcontractor listing requirements under the Subletting and Subcontracting Fair Practices Act is immaterial and may be waived by the City in its sole discretion and (2) George Reed, Inc., did not violate the federal Disadvantaged Business Enterprise requirements on the project as George Reed, Inc., submitted sufficient good faith efforts documentation; and

WHEREAS, George Reed, Inc., is deemed to be the lowest responsible bidder submitting a responsive bid in the amount of \$106,176.65.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GUSTINE RESOLVES upon the recommendation of the City Engineer as follows:

- (1) adopts the above recitals as true and correct; and
 - (2) rejects the bid protest submitted by Cal Pacific Curb; and
 - (3) waives any immaterial bid defects in the bid received from George Reed, Inc.;
- and
- (4) declares George Reed, Inc., to the lowest responsible bidder submitting a responsive bid; and
 - (5) awards the contract for the STATE ROUTE 140 HIGHWAY MEDIANS HSIPL-5230(005) to George Reed, Inc., P.O. Box 4760, Modesto, CA 95352 in the amount of One Hundred Six Thousand, One Hundred Seventy Six Dollars and Sixty Five Cents (\$106,176.65); and
 - (6) authorizes the City Manager to prepare and to sign any and all documents that may be required to execute the contract.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Gustine the 15th day of December, 2015 and passed at said meeting by the following vote:

AYES:

NOTES:

ABSENT:

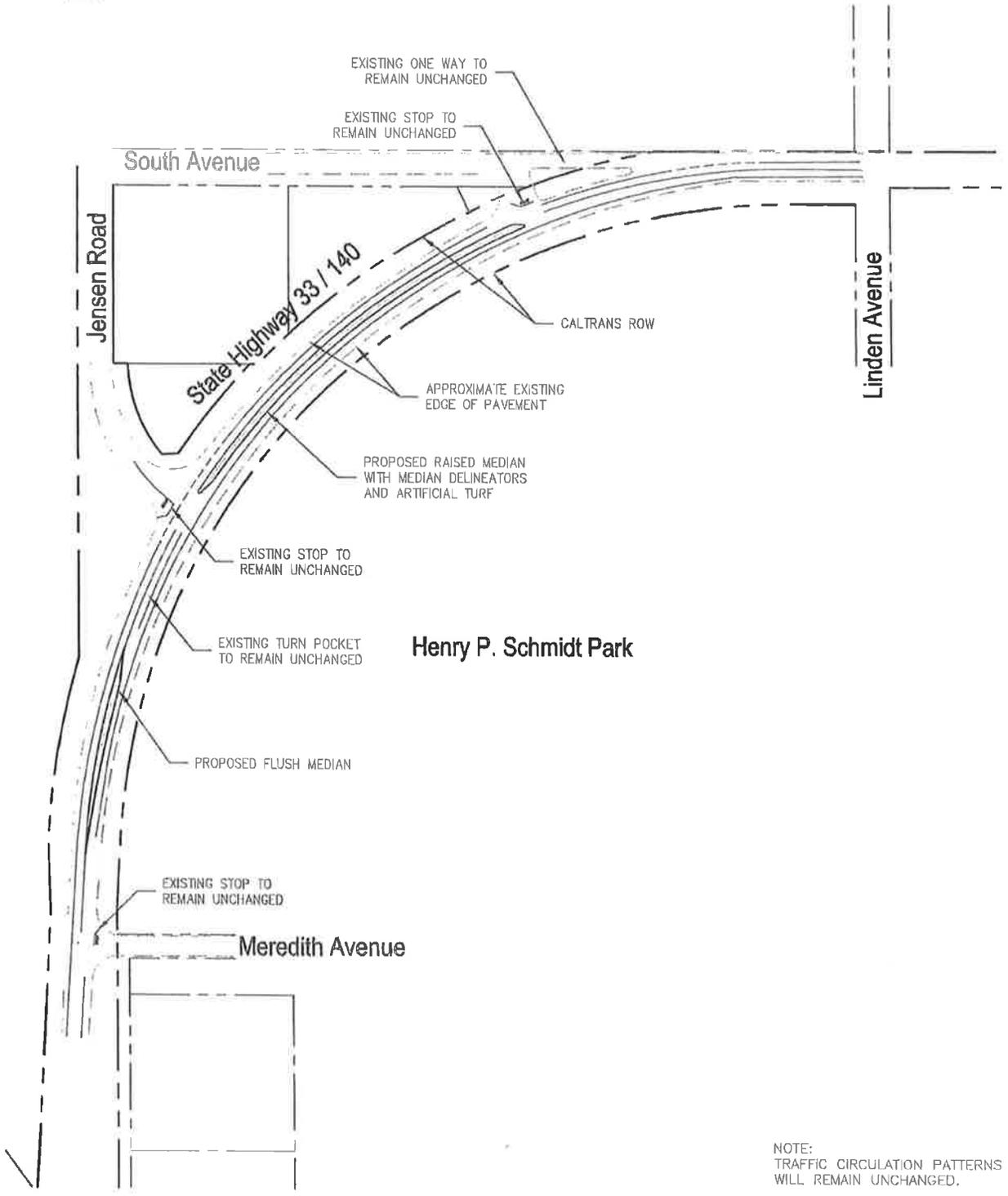
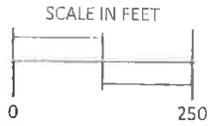
ABSTAIN:

The foregoing resolution is hereby approved.

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, City Clerk



Jul 19, 2012 - 2:02pm
 V:\C05956105\CA\Drawings\2012\Exp_1.dwg



GOUEIA ENGINEERING, INC.
CONSULTING ENGINEERS

456 Sixth Street • Gustine, California 95322
 Telephone (209) 854-3300 • Fax (209) 854-3600

City of Gustine

10-Gustine-1 HSIP Application Median Improvements

EXHIBIT

2

DRAWN BY

D. Reed

DATE 7/10/2012

PROJECT NUMBER

995.05

Brick Texture Mats



Herringbone Used Brick
FM-5000 S/O
 32" x 36" (81.28 x 91.44 cm) Red
 A weatherworn brick surface with an uneven texture and rounded broken edges



Herringbone New Brick
(Fine Grout), FM-5050 S/O
 32" x 36" (81.28 x 91.44 cm) Red
 A wire cut common brick texture with sharp corners and few indentations or irregularities over the surface



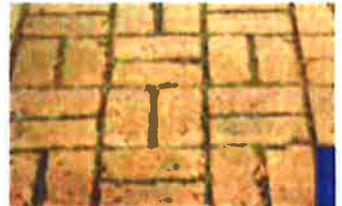
Running Bond Used Brick
FM-5100 S/O
 16" x 36.5" (40.64 x 92.71 cm) Blue
 Used bricks laid end-to-end, with sandy joints



Running Bond New Brick
FM-5150 S/O
 24" x 36.5" (60.96 x 92.71 cm) Red
 A running bond pattern with smooth joints



Basket Weave Used Brick
FM-5200 S/O
 15.375" x 30.75" (39.05 x 78.10 cm)
 Blue
 Used bricks in a basket weave pattern with smooth joints



Basket Weave New Brick
FM-5250 S/O
 16" x 32" (40.64 x 81.28 cm) Blue
 New bricks in a basket weave pattern with sandy joints



Herringbone New Brick
(Sanded Joint) FM-5900 S/O
 32" x 36" (81.28 x 91.44 cm) Red
 New bricks with sandy joints



4" x 8" New Brick Border, FM-5325, S/O
 8.5" x 32.25" (21.59 x 81.92 cm) Red
 A border of new bricks laid side-by-side
 Also Available:
4" x 8" Used Brick Border, FM-5300 S/O
 8.5" x 32" (21.59 x 81.28 cm) Red
 A border of used bricks laid side-by-side



Single New Brick, FM-5550 S/O
 4" x 8" (10.16 x 20.32 cm) Red
 A single new brick with sharp edges
 Also Available:
Single Used Brick, FM-5500 S/O
 4" x 8" (10.16 x 20.32 cm) Blue
 A single used brick with rounded edges



Used Brick R
 4.5" x 32.375" (11.43 x 82.48 cm) Red
 A border of used bricks



November 25, 2015

VIA FACSIMILE (209) 854-3600 AND U.S. MAIL

City Of Gustine
Department Of Public Works
C/O Gouveia Engineering
Mr. Mario Gouveia, P.E.
456 Sixth Street
Gustine, CA 95322

NOTICE OF PROTEST

To All Parties Concerned,

Please consider this letter to be issued as a formal protest by Paul Klink dba CAL PACIFIC CURB for The advertised bid project: "STATE ROUTE 140 HIGHWAY MEDIANS" Federal Project No. HSIPL-5230(005); Bid Opening date: November 18th, 2015, 2:00 pm. I hereby protest the Bid Proposal in connection with this contract by the apparent low bidder, George Reed, Inc. George Reed, Inc.'s bid is non-responsive and, therefore, must be rejected based on the DOT's bidding requirements and strictly enforced policies. George Reed, Inc. failed to adequately meet the DBE Commitment (10%) and did not fill out the List of Subcontractors on page 15-4 on their bid proposal by not displaying due diligence.

In reviewing George Reed, Inc.'s Bid proposal it appears that their DBE commitment is 4.3% of their Bid Proposal of \$106,176.65, falling well short by 5.7% of the 10% DBE commitment goals set for this contract, as per section 2-1.02, under 49 CFR 26.13(b), for which equal participation is ensured and designed. Further, item #2 is Subcontracted to Force Traffic Control which is a DBE, but was NOT listed on the LIST OF SUB CONTRACTORS at time of bid on page 15-4 which expressly reads it MUST be completed. Also, Force Traffic Control was subsequently added to the DBE commitment forms as a "Partial" Subcontractor. Farwest Safety was added to the DBE Commitment list and Non DBE list as a Subcontractor without listing the item of work or percentage of work to be performed, neither company was listed on the LIST OF SUBCONTRACTORS, which by itself undermines the essence of the contract as set forth by the Bid Documents under the guidelines. George Reed, Inc. only shows 1 Subcontractor listed at time of bid, the Chrisp Company, which is a Non DBE for items 3,5,6,7,10. These items were bid to them by a DBE contractor,(Super Seal and Stripe) however, they were not selected by George Reed, Inc. as being bid to high on their "Good Faith Effort". The DBE bid for these items was in accordance with the engineers estimate and guidelines under 49 CFR. Again, George Reed, Inc. failed to abide by the intent of the contract bid documents thus disqualifying them.

P. O. BOX 1267
SALIDA, CA 95368
(209) 544-3820



Page 2

Re: "STATE ROUTE 140 HIGHWAY MEDIANS"
 Federal Project No. HSIPL-5230(005)
 Bid Protest

Based on the above specific reasons, George Reed, Inc.'s bid documents are Non-Compliant with Code of Regulation 49 or Title 23 U.S.C. of the FHWA statutory requirements

I, therefore, respectfully request that the City Of Gustine uphold CAL PACIFIC CURB'S protest and award the contract to my company which submitted the lowest responsive bid for this contract and have fulfilled all contract requirements including Subcontracting and DBE goals.

Sincerely,

A handwritten signature in cursive script that reads "Paul Klink".

Paul Klink
 CAL PACIFIC CURB
 3354 Blue Gum Avenue
 Modesto, CA 95358
 (209) 544-3820

cc
 George Reed, Inc.
 (209) 523-4927 Fax

P. O. BOX 1267
 SALIDA, CA 95368
 (209) 544-3820

*** RX REPORT ***

JOB NO.	MODE	NO.	DESTINATION TEL/ID	START TIME	PAGE	RESULT
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CITY OF GUSTINE

PO BOX 16 - 352 5TH STREET
GUSTINE CA 95322
OFFICE (209) 854-6471 – Fax (209) 854-2127
www.cityofgustine.com



December 8, 2015

Cal Pacific Curb
Attn: Paul Klink
3354 Blue Gum Avenue
Modesto, CA 95358

Re: City of Gustine – State Route 140 Highway Medians
Federal Project ID: HSIPL-5230 (005)
Response to Bid Protest

Dear Mr. Klink:

The City has reviewed Cal Pacific Curb's ("Cal Pacific") bid protest letter dated November 25, 2015, and finds the bid protest meritless. City staff will recommend that the City Council reject the protest and award the contract to the lowest responsible bidder submitting a responsive bid, George Reed, Inc. ("George Reed").

As a threshold matter, the City has broad discretion to determine responsiveness and accept a responsive bid even if there are minor irregularities or mistakes, as long as such mistakes do not affect the price of the bid or otherwise give a bidder an unfair competitive advantage. (See *Menefee v. County of Fresno* (1985) 163 Cal. App. 3d 1175; *Ghilloti Construction Co. v. City of Richmond* (1996) 45 Cal.App.4th 897.) Cal Pacific argues that George Reed's bid is nonresponsive on two grounds. First, Cal Pacific notes that George Reed improperly failed to fully complete the List of Subcontractors form because the form did not include all subcontractors George Reed intends to use on the project. Second, Cal Pacific argues that George Reed failed to comply with federal Disadvantaged Business Enterprise ("DBE") requirements applicable on the project.

1. *City Not Required to Reject Bid for Failure to List All Subcontractors*

With respect to the listing of all subcontractors in the List of Subcontractors form, the purpose of that form is to satisfy the requirements of the Subletting and Subcontracting Fair Practices Act ("Act"). The Act only requires prime contractors to list those subcontractors performing more than 0.5% of the total bid amount on the Project. This is clarified in Section 2-1.33C of the 2010 Caltrans Standard Specifications, which is incorporated as a Contract Document, and Sections 2-1.01 and 2-1.04 of the Special Provisions. Both Section 2-1.33C of the 2010 Caltrans Standard Specifications and Section 2-1.01 of the Special Provisions are referenced on the List of Subcontractors form.

George Reed listed only one contractor (Chrisp Co.) on the List of Subcontractors form with a subcontract value equal to 9% of the total bid amount. George Reed listed several other subcontractors on

Exhibit 12-B, "Bidder's List of Subcontractors (DBE and Non-DBE)" ("Exhibit 12-B") in addition to Chrisp Co. However, George Reed was not required to list all subcontractors listed in Exhibit 12-B in the List of Subcontractor form, only those subcontracted to perform work in excess of 0.5% of the total bid amount. George Reed submitted documentation showing that it is subcontracting approximately 4.3% of the work to Force Traffic Control, Inc., which is not listed in the List of Subcontractors form. Therefore, George Reed's List of Subcontractor form is not in compliance with the Act. However, and contrary to Cal Pacific's assertion, the City is not required to reject George Reed's bid on this basis.

The California Attorney General ("AG") has issued an opinion regarding whether a public entity may accept a bid for the construction of a public works project that does not meet the requirements of the Act. (86 Cal.Ops.Atty.Gen 90, 90 (2003).) The AG concluded that a public entity may accept such a bid notwithstanding the violation of the Act. (*Ibid.*)

The AG relies on Public Contract Code section 4110 in finding that a local agency has a statutorily prescribed remedy in the event bidders violate any of the provisions of the Act. Specifically, Section 4110 authorizes the awarding body, at its discretion, to cancel the contract or assess the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved in the event the prime contractor fails to comply with its obligations under the Act. (Pub. Cont. Code, 4110.) The AG goes on to opine that if the public entity may cancel the contract for a failure to comply with the Act, it follows that the public entity may accept or reject the bid in the first instance. (*Id.* at 94.) "The permissive authority to cancel the contract necessarily includes the authority to execute the contract." (*Ibid.* [AG additionally notes that "we are to interpret statutes by giving them a practical construction since it is presumed the Legislature intended reasonable results consistent with its purpose, not absurd consequences"].)

In light of the foregoing, the City is authorized but not required to reject George Reed's bid based on immaterial violation of the Act.

2. *George Reed Not In Violation of Federal DBE Requirements*

This project is subject to federal DBE requirements due to federal funding. A contract DBE goal of 10% was set for the project. George Reed's bid reflects a DBE participation of 4.3%.

Federal DBE regulations provide that when a DBE contract goal has been established, award of the contract must be made to a bidder who makes good faith efforts to meet it. (49 CFR, § 26.53(a).) A bidder can demonstrate that it has made good faith efforts either by presenting documentation that it has obtained enough DBE participation to meet the contract goal, or that it made adequate good faith efforts to meet the goal, even though it did not succeed in obtaining enough DBE participation to do so. (49 CFR, § 26.53(a)(1)-(2).) The federal government provides guidance on reviewing good faith efforts under Title 49, Part 26, Appendix A of the Code of Federal Regulations ("Appendix A").

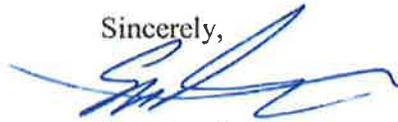
George Reed did not meet the contract DBE goal but did submit substantial good faith efforts documentation that meets the good faith efforts criteria outlined in Appendix A. Specifically, George Reed's good faith efforts documentation shows (1) substantial solicitation efforts through advertising, phone solicitations and mail solicitations (49 CFR, Part 26, App. A(IV)(A)(1), (2)); (2) utilization of the Caltrans DBE search engine – a state DBE assistance office (49 CFR, Part 26, App. A(IV)(H)); (3) good

faith negotiations with DBEs, including name, addresses and telephone numbers of DBEs that were considered, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreement could not be reached for the DBEs to perform the work (49 CFR, Part 26, App. A(IV)(D)(1)); (4) offers of assistance on bonding, insurance, equipment, supplies and materials or any (49 CFR, Part 26, App. A(IV)(F), (G)); and (5) guidance on where to obtain plans and specifications (49 CFR, Part 26, App. A(IV)(C)).

George Reed's documentation indicates that two DBEs that submitted sub-bids were rejected because their sub-bids were too high. Although the federal DBE regulations provide that rejection of a DBE because its bid was not the lowest received is considered an insufficient good faith effort, that section goes on to provide that nothing therein "shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals." (49 CFR, Part 26, App. A(IV)(E)(1).) Here the bids submitted by the DBEs that were rejected are substantially higher than the non-DBE subcontractor bids that were accepted by George Reed (double in one case and five times as much in the other case). As such, it is rational to deem the DBE quotes to be unreasonable relative to the subcontractor bids ultimately chosen by George Reed.

The City Council will consider the award of this contract at its meeting on December 15, 2015. City staff will recommend that the Council reject the bid protest submitted by Cal Pacific and award the contract to the lowest responsible bidder submitting a responsive bid, George Reed.

Sincerely,



Sean Scully
City Manager
City of Gustine

C.C. Jeff Clink, Attorney at Law
3200 L Street
Sacramento, CA 95816



COUNCIL AGENDA ITEM

DECEMBER 15, 2015

PREPARED BY: Melanie Correa, Deputy City Clerk
Sean Scully, City Manager

SUBJECT: **Airport Commission and Planning Commission Appointments**

BACKGROUND/DISCUSSION

On December 31, 2015 three seats on each the Gustine Planning Commission and Gustine Airport Commission are set to expire. The Deputy City Clerk advertised the vacancies with the application deadline being October 29th at 5:00PM. At the time of this staff report, the City has received four applications for Planning Commission appointments and two applications for Airport Commission appointment. The applicants for Planning Commission are Randy Hasness (requesting reappointment), Sherri Marsigli (requesting reappointment), Mike Gandy (requesting reappointment) and Derek Alexander (requesting initial appointment). The applicants for Airport Commission are Al Romero (requesting reappointment) and Tony Marchese (requesting initial appointment).

Attached to this staff report are the signed requests for re-appointment from the current commissioners and the initial application forms from Mr. Alexander and Mr. Marchese.

The Gustine Municipal Code states that the Mayor shall make commissioner nominations to the Planning and Airport Commissions, for Council to vote on for approval.

The Gustine Airport Commission consists of 5 commissioner seats and one ex-officio. For some time, the Airport Commission has operated with three Commissioner filled seats and two vacant seats. At the time of this staff report, the City has only received two applications of interest to be appointed to the Airport Commission.

RECOMMENDATION

Council consider the four applicants for Planning Commission appointment and choose three (3) of the field to fill the three expiring seats. Staff also recommends for Council to consider the two applicants for Airport Commission appointment to fill the expiring Airport Commission seats.

EXHIBITS

- A) Planning Commission applications (Hasness, Marsigli, Gandy, Alexander)
- B) Airport Commission applications (Romero, Marchese)

APPROVED BY:

SEAN SCULLY, CITY MANAGER

I would like to be re-appointed to the Planning Commission.

I would not like to be re-appointed to the Planning Commission.

Signed:  Date: 9-8-2015

Randell Hasness

CITY OF GUSTINE

PO BOX 16 - 352 5TH STREET
GUSTINE CA 95322
OFFICE (209) 854-6471 – Fax (209) 854-2127
www.cityofgustine.com



September 3, 2015

Sherri Marsigli
820 North Ave
Gustine, CA 95322

Dear Mrs. Marsigli:

On behalf of the Gustine City Council, I am writing to thank you for your service on the Gustine Planning Commission. In January of 2011, the Gustine City Council re-appointed you as a Planning Commissioner with the seat expiring December 31, 2015.

We hope you are interested in continuing your service on the Planning Commission, and are interested in being re-appointed. Please complete and detach the application at the bottom of this letter and return it to City Hall by Wednesday, September 30, 2015.

Appointments will be scheduled for a regular City Council meeting in October.

Sincerely,

Melanie Correa
Deputy City Clerk

I would like to be re-appointed to the Planning Commission.

I would not like to be re-appointed to the Planning Commission.

Signed:  Date: 9/4/15

CITY OF GUSTINE

PO BOX 16 - 352 5TH STREET
GUSTINE CA 95322
OFFICE (209) 854-6471 – Fax (209) 854-2127
www.cityofgustine.com



September 3, 2015

Mike Gandy
1135 Bonta Ave
Gustine, CA 95322

Dear Mr. Gandy:

On behalf of the Gustine City Council, I am writing to thank you for your service on the Gustine Planning Commission. In January of 2011, the Gustine City Council re-appointed you as a Planning Commissioner with the seat expiring December 31, 2015.

We hope you are interested in continuing your service on the Planning Commission, and are interested in being re-appointed. Please complete and detach the application at the bottom of this letter and return it to City Hall by Wednesday, September 30, 2015.

Appointments will be scheduled for a regular City Council meeting in October.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melanie Correa", with a long horizontal flourish extending to the right.

Melanie Correa
Deputy City Clerk

I would like to be re-appointed to the Planning Commission.

I would not like to be re-appointed to the Planning Commission.

Signed:

A handwritten signature in blue ink, appearing to read "Mike Gandy", with a long horizontal flourish extending to the right.

Mike Gandy

Date:

9-9-2015

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APPLICATION FOR APPOINTMENT TO PLANNING COMMISSION

Planning Commission meetings are scheduled to be held at 7:00 p.m. on the second Wednesday of each month, at City Council Chambers, City Hall, 352 5th Street, Gustine, California.



NAME Derek L. Alexander

ADDRESS 72 Via Jodi, Gustine, CA. 95322

HOME PHONE N/A

BUSINESS PHONE 209-215-6216

CELL PHONE 209-600-1783

E-MAIL ADDRESS dalexander2009@hotmail.com

OCCUPATION Quality Systems Manager

EDUCATION (List highest year completed and all degrees received.)

Graduated High School – 1974

Jeff Davis Jr. College – 1976 General Education

Iowa Community College – 1978 LPN Nursing Degree

Rochville University, IL. – AA Business Administration

EXPERIENCE

Many years in Manufacturing in Manager Positions.

Black Belt in Statistical Process Control which led to millions saved over a course of 10 years with previous employer.

Project team member for design, installation, and commissioning of new production line(s) with Con Agra and previous employer.

Landlord and property holder since early 1980's.

STATE YOUR INTEREST IN THIS COMMISSION

To work with a team that is interested in future Development and Sustainability of the City of Gustine.

Please attach a written statement outlining your pertinent education and experience as it applies to this appointment or any documents you believe would be helpful in reviewing your application.

SIGNATURE

10/14/15
DATE

To: City of Gustine

Re: Planning Commission

I am sending in my application for the Planning Commission vacancy you are advertising for. I am listing my experience below which I feel would be relevant to the position.

- Vice President of the Gustine Chamber of Commerce.
- Sat on the MCAG Committee for past year.
- Landlord and property owner for the past 30+ years.
- Project leader and coordinator for major improvement and/or projects with previous employers with cost over a million dollars each.
- Management positions held in the Food Manufacturing Field for 30+ years.
- Prompt, attentive, open minded, and willing to speak up.

Please let me know if you have any questions or if additional information is needed as my contact information is below.

Thank You for your consideration,

A handwritten signature in blue ink that reads "Derek L. Alexander". The signature is fluid and cursive, with the first name being the most prominent.

Derek L. Alexander
72 Via Jodi
Gustine, CA. 95322
209-600-1783

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September 2, 2015

Al Romero
1194 North Ave
Gustine, CA 95322

Dear Mr. Romero:

On behalf of the Gustine City Council, I am writing to thank you for your service on the Gustine Airport Commission. In March of 2014, the Gustine City Council re-appointed you as an Airport Commissioner with the seat expiring December 31, 2015.

We hope you are interested in continuing your service on the Airport Commission, and are interested in being re-appointed. Please complete and detach the application at the bottom of this letter and return it to City Hall by Wednesday, September 30, 2015.

Appointments will be scheduled for a regular City Council meeting in October.

Sincerely,

Melanie Correa
Deputy City Clerk

I would like to be re-appointed to the Airport Commission.

I would not like to be re-appointed to the Airport Commission.

Signed: Al Romero Date: 9-7-15
Al Romero

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APPLICATION FOR APPOINTMENT TO AIRPORT COMMISSION

Airport Commission meetings are schedule to be held at 6:30 pm on the second Tuesday of every month, at City Council Chambers, City Hall, 352 5th Street, Gustine, California.

NAME Ralph A. (Tony) Marchese

ADDRESS 3981 Schmidt road

HOME PHONE (209) 854-3214 BUSINESS PHONE _____

CELL PHONE (209) 620-2072 E-MAIL ADDRESS URTMmsup@yahoo.com

OCCUPATION Retired (Truck driver)

EDUCATION (List highest year completed and all degrees received.) _____

2 yrs. college A.A. degree

EXPERIENCE _____

STATE YOUR INTEREST IN THIS COMMISSION I wish to help to promote our community in ways that will help its economic growth.

Please attach a written statement outlining your pertinent education and experience as it applies to this appointment or any documents you believe would be helpful in reviewing your application.

Ralph A. Marchese
SIGNATURE

12-8-15
DATE