



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
JANUARY 19, 2016 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phone.

ROLL CALL

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

PRESENTATIONS

1. **Certificates of Recognition – Gustine High School Varsity Football Team**
Russell McWilliams, Head Coach
2. **Gustine Police Department 2015 Statistics Update**

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?

3. **Minutes of the January 5, 2016 Regular Meeting**
Recommendation: Review and approve
 4. **Warrants**
Recommendation: Review and approve
 5. **Treasurer's Report for the Month of December 2015**
Recommendation: Review and file
 6. **Resolution Approving the Lease of Real Property: Parcel 063-160-014**
Recommendation: Review and approve the resolution
 7. **Resolution Authorizing Recycle Program Payment Program**
Recommendation: Review and approve the resolution
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ADMINISTRATIVE AGENDA

- 8. Consider Request for Use of DeGregori Field from Gustine High School**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the use of DeGregori Field for Gustine High School Junior Varsity Softball games*

- 9. Consider Request for Fee Waiver of Goman Community Center from Gustine High School Ag Booster**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the rental fees for the Goman Community Center for the Gustine High School Ag Booster*

- 10. Consider Request for Fee Reduction of Live Scan Fees from Gustine Youth Baseball Softball**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the reduction of the live scan rolling fee for Gustine Youth Baseball Softball*

- 11. Consider Authorizing Neighborhood Visit Outreach Program**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to authorize the new Neighborhood Visit Outreach Program*

- 12. PUBLIC HEARING to Consider Introduction and Waiving of Further Readings of an Ordinance Amending Portions of Title 5 Chapter 8 of the Gustine Municipal Code Relating to the Commercial Cultivation and Transportation of Medical Marijuana**
 1. *Receive Staff Report*
 2. *Open the Public Hearing*
 3. *Close the Public Hearing*
 4. *Consider a motion to introduce and waive the first reading*

- 13. Consider and Approve a Design and Expenditure for the Marquee Landscaping Project**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve a design and to authorize the City Manager to execute contract documents for expenditure for Marquee Landscaping Project*

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

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

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 14th day of January, 2016, at or before 5:00 p.m.



Melanie Correa

GUSTINE HIGH SCHOOL

VARSITY FOOTBALL TEAM

- Robert Zaragoza
- Brandon Labry
- Sebastian Figueroa
- Michael Ramsour
- Tony Fontes
- Alejandro Vargas
- Jesus Quezada
- Joey Reyes
- Trever Flores
- Timothy Torres
- Isaac Hernandez
- Tyeler Flores
- Fabian Morales
- Jeremiah Laupua
- Bryan Villalobos
- David Hernandez
- Anthony Smith
- Oliver Perez
- Elijah Vargas
- Jonah Veilleux
- Jordan Barnett
- Daniel Rowlett
- Kevin Medeiros
- Santiago Hinojosa
- Darren Borba
- Mo Flores
- Arturo Aguayo
- Santiago Meza
- Carlos Bolin
- Nick Rhodes
- Luis Vargas
- Daniel Wilson
- James Rubio
- Gerardo Gomez
- Jose Reynoso
- Lolo Banuelos
- Lio Banuelos
- Aaron Morales
- Daniel Caldera
- Dylan Fernandez
- Lawrence Borba

COACHING STAFF

Russell McWilliams
Mike Mendonca
Horacio Mercado
Paul Nocito
Jim Levingston
Steve Andrade
Ronnie Labry
Tom Ceja
Mona Laupua
Eric Medeiros
Herb Jones
Robert Villalobos

**MINUTES OF
REGULAR MEETING
JANUARY 5, 2016**

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

PRESENTATIONS

1. Proclamation in Recognition of Irene Rose Gomes

The Mayor announced that the Gustine Historical Society would be honoring Mrs. Irene Gomes at a ceremony on Sunday, January 10, 2016 at 2 P.M. where City Council would be presenting her with the City's proclamation recognizing her achievements.

ORAL COMMUNICATIONS

Craig Christenson, 657 West Ave Gustine, and of the Gustine FFA and the Ag Boosters advised that the stove pilot lights have been continuously going out at the Goman Center.

CONSENT CALENDAR

2. Minutes of the December 15, 2015 Regular Meeting

Recommendation: Review and approve

3. Minutes of the December 15, 2015 Special Meeting

Recommendation: Review and approve

4. Warrants

Recommendation: Review and approve

The Mayor introduced the consent calendar. There was no public comment. Council member Nagy made a motion to approve the consent calendar. The motion was seconded by Council member Hasness, and carried 5-0. Mayor Pro Tem Oliveira inquired about the monthly Treasurer's Report, and asked if that report could be distributed again.

ADMINISTRATIVE AGENDA

5. Consider Request for Use of City Streets and Services for the Feast of St. Antao Parade

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

Chief Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to approve the use of City streets and services

and to waive the fees associated. The motion was seconded by Council member Anderson and carried 5-0.

6. Consider Appointing Delegates to Participate in One Voice Trip

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to appoint delegates*

City Manager Scully presented the staff report. There was no public comment. Mention was made to nominate Mayor Brazil and Council member Nagy. There was a discussion surrounding the purpose of the annual trip. Council member Hasness made a motion to nominate Mayor Brazil and Council member Nagy. The motion was seconded by Mayor Pro Tem Oliveira and carried 5-0.

7. Discussion and Direction: Medical Marijuana Regulations

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

City Manager Scully presented the staff report. There was no public comment. There was a lengthy discussion, where questions were asked, and information was provided from City Manager Scully, City Attorney Nelson and Police Chief Dunford provided information. Council was clear in conveying that commercial cultivation was not something that should be allowed in City limits. City Manager Scully advised that Council's recommendation would be brought before the Planning Commission for an official recommendation for Council approval. Tony Marchese, Schmidt Road Gustine, provided information on delivery trucks and the different restrictions placed on the industry in different Cities. City Manager Scully advised that staff would move forward with Council's direction.

CITY DEPARTMENT REPORTS

Gustine High School Student Representative Meg Abdallah distributed her report and advised on the start of winter sports programs, and on upcoming academic, extracurricular and sporting events.

Police Chief Dunford advised on a fairly quiet holiday break. He also announced that a new Reserve Officer was being sworn in on Thursday. Mayor Pro Tem Oliveira inquired about the illegal fireworks on New Year's Eve.

Fire Chief Borrelli advised on his departments shared statistics with Merced County Fire for 2015: which included 989 calls for service within the City and County response area, 643 medical aids, 23 structure fires, 139 accidents, 17 vehicle fires, and 14 emergency standbys. He advised that the Fire Station remodel was coming along. He further advised that the trap shoot fundraiser proved to be beneficial. He discussed several upgrade projects at the fire station and to various equipment. Lastly, he advised on Newman Fire Chief Mel Souza's upcoming retirement. Mayor Brazil extended his gratitude to Fire Chief Borrelli and his entire department.

Public Works Director Reyes advised that sandbags were available at the Fire Department, and sand to fill them was located at Carnation and East Ave. Information has been posted to the Police Department smart phone app concerning sandbags. She advised that options relating to purchasing Public

Works trucks would be forthcoming. She also advised that the marquee landscaping project would also be forthcoming.

Recreation Coordinator Vitorino announced the scheduling of a Youth Basketball Clinic on January 23rd, and Youth Aikido lessons which will start on January 26th. She reported that Adult Zumba and Yoga were still ongoing. She mentioned plans to hold self-defense classes in conjunction with the Police Department.

CITY MANAGER REPORT

City Manager Scully advised that the City was in review phase of a sewer system grant. He also updated that the City was narrowing down possibilities to obtain grant funds to upgrade water meters to electronic meters City-wide. He mentioned a goal setting session to be held with the Fire Department, and he advised that he would be contacting Council to schedule the 2016 City Council goal setting session. Lastly, he advised that Supervisor Kelsey offered funds to upgrade/replace the chairs at the Goman Center.

CITY COUNCIL REPORTS

Council member Hasness commended the Police Department on their Christmas in the Park event. She also expressed her pride in the smart phone application and how it is utilized to report flooding.

Council member Nagy inquired about the expiration dates on the marquee slides, to which Deputy Clerk Correa provided information. He commended the Police Department on their Christmas in the Park event.

Council member Anderson expressed her condolences for Fire Fighter Mike Martins recent losses. She also mentioned a basketball tournament that was upcoming for the Gustine Middle School boys basketball team.

Mayor Pro Tem Oliveira commented on how well attended the Christmas in the Park event was. He advised on the upcoming Westside Health care Task Force meeting Thursday at 6 P.M. at Gustine City Hall. He wished everyone a Happy New Year.

Mayor Brazil commented on how impressive the new awning was at the Goman Center thanks to the Gustine Lions Club. He commented on the status of the current rain storm, which is forecasted to bring 3"-5" of rain to the Central Valley over the next few days. He wished everyone a Happy New Year.

CLOSED SESSION

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

- 2. 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 Nagy moved to adjourn the meeting. The motion was seconded by Council member Anderson. The meeting adjourned at 8:32 P.M.

ATTEST:

CITY CLERK

MAYOR BRAZIL



Warrant List

By Vendor Name

Post Dates 01/06/2016 - 01/19/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: A & A PORTABLES INC				
A & A PORTABLES INC	1-639966	40688	OPEN GYM PORTABLE	55.65
Vendor A & A PORTABLES INC Total:				55.65
Vendor: ACE HARDWARE OF GUSTINE				
ACE HARDWARE OF GUSTI	299908	40689	POOL SCREEN	21.58
ACE HARDWARE OF GUSTI	300166	40689	TOOLS / WW PLANT	21.59
ACE HARDWARE OF GUSTI	300254	40689	BULBS	26.95
ACE HARDWARE OF GUSTI	300450	40689	TRANS FLUID	10.78
ACE HARDWARE OF GUSTI	300464	40689	ANTIFREEZE	14.03
ACE HARDWARE OF GUSTI	300512	40689	EXTENSION CORDS	21.54
ACE HARDWARE OF GUSTI	300524	40689	CHRISTMAS IN THE PARK S	76.59
ACE HARDWARE OF GUSTI	300648	40689	CHRISTMAS IN THE PARK-	10.79
ACE HARDWARE OF GUSTI	300684	40689	SUPPLIES	2.37
ACE HARDWARE OF GUSTI	300737	40689	CONCRETE	11.86
ACE HARDWARE OF GUSTI	300741	40689	SUPPLIES/ SIGNS	8.41
ACE HARDWARE OF GUSTI	300759	40689	PINE BOARD / WATER BOX	7.55
ACE HARDWARE OF GUSTI	300805	40689	SUPPLIES	34.50
ACE HARDWARE OF GUSTI	300814	40689	SUPPLIES	34.53
ACE HARDWARE OF GUSTI	300821	40689	PD LIGHTS	66.71
ACE HARDWARE OF GUSTI	300822	40689	TOOLS	10.79
ACE HARDWARE OF GUSTI	301166	40689	SUPPLIES	18.31
ACE HARDWARE OF GUSTI	301203	40689	SUPPLIES	22.60
ACE HARDWARE OF GUSTI	301430	40689	LIGHTS / CHRISTMAS	43.15
ACE HARDWARE OF GUSTI	301441	40689	CHRISTMAS IN THE PARK	194.39
ACE HARDWARE OF GUSTI	301442	40689	TREE STAND	23.75
ACE HARDWARE OF GUSTI	3014429	40689	WIRE CUTTERS	10.79
ACE HARDWARE OF GUSTI	301447	40689	CHRISTMAS IN THE PARK S	215.90
ACE HARDWARE OF GUSTI	301464	40689	CHRISTMAS IN THE PARK S	15.09
ACE HARDWARE OF GUSTI	301466	40689	TOOLS	4.85
ACE HARDWARE OF GUSTI	301524	40689	CORD	21.59
ACE HARDWARE OF GUSTI	301572	40689	PVC PART	1.64
ACE HARDWARE OF GUSTI	301668	40689	OIL / ANTI FREEZE	19.20
ACE HARDWARE OF GUSTI	301913	40689	GRAFFITI	14.33
ACE HARDWARE OF GUSTI	301977	40689	AIRPORT MAINT	58.24
ACE HARDWARE OF GUSTI	301992	40689	SUPPLIES	10.79
ACE HARDWARE OF GUSTI	302115	40689	BATTERY POST / WW	4.30
ACE HARDWARE OF GUSTI	302171	40689	SUPPLIES / VEHICLE	5.93
ACE HARDWARE OF GUSTI	302373	40689	BULB / LIFT STATION	4.31
ACE HARDWARE OF GUSTI	302457	40689	HEX KEY / TOOL	9.71
ACE HARDWARE OF GUSTI	302557	40689	SUPPLIES	10.79
ACE HARDWARE OF GUSTI	302560	40689	GAS CAN	24.83
ACE HARDWARE OF GUSTI	302564	40689	UPS / PD	9.17
ACE HARDWARE OF GUSTI	302589	40689	PITCH FORK	47.51
ACE HARDWARE OF GUSTI	302630	40689	HAND SOAP	2.69
Vendor ACE HARDWARE OF GUSTINE Total:				1,174.43
Vendor: ALHAMBRA & SIERRA SPRINGS				
ALHAMBRA & SIERRA SPRI	12652410 121815	40692	WATER / WW PLANT	236.08
Vendor ALHAMBRA & SIERRA SPRINGS Total:				236.08

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	3.33
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	3.31
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	6.65
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	13.97
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	27.27
ARAMARK UNIFORM SERV	506-4255359	40693	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	506-4269610	40693	PW UNIFORMS	1.99
Vendor ARAMARK UNIFORM SERVICES INC Total:				88.62
Vendor: ASCAP				
ASCAP	500732102	40694	2016 RENEWAL LICENSING	336.00
Vendor ASCAP Total:				336.00
Vendor: AT&T CALNET 2				
AT&T CALNET 2	000007445187	40695	TELEPHONE SERVICE C602	12.83
AT&T CALNET 2	000007445187	40695	TELEPHONE SERVICE C602	128.27
AT&T CALNET 2	000007445187	40695	TELEPHONE SERVICE C602	51.31
AT&T CALNET 2	000007445187	40695	TELEPHONE SERVICE C602	51.31
AT&T CALNET 2	000007445187	40695	TELEPHONE SERVICE C602	12.82
AT&T CALNET 2	000007445363	40695	TELEPHONE SERVICE 2098	0.93
AT&T CALNET 2	000007445363	40695	TELEPHONE SERVICE 2098	9.26
AT&T CALNET 2	000007445363	40695	TELEPHONE SERVICE 2098	3.70
AT&T CALNET 2	000007445363	40695	TELEPHONE SERVICE 2098	3.70
AT&T CALNET 2	000007445363	40695	TELEPHONE SERVICE 2098	0.92
AT&T CALNET 2	000007445556	40695	TELEPHONE SERVICE 2098	0.80
AT&T CALNET 2	000007445556	40695	TELEPHONE SERVICE 2098	8.04
AT&T CALNET 2	000007445556	40695	TELEPHONE SERVICE 2098	3.22
AT&T CALNET 2	000007445556	40695	TELEPHONE SERVICE 2098	3.22
AT&T CALNET 2	000007445556	40695	TELEPHONE SERVICE 2098	0.80
AT&T CALNET 2	000007445664	40695	TELEPHONE SERVICE 2343	9.40
AT&T CALNET 2	000007445664	40695	TELEPHONE SERVICE 2343	94.00
AT&T CALNET 2	000007445664	40695	TELEPHONE SERVICE 2343	37.60
AT&T CALNET 2	000007445664	40695	TELEPHONE SERVICE 2343	37.60
AT&T CALNET 2	000007445664	40695	TELEPHONE SERVICE 2343	9.40
AT&T CALNET 2	000007445666	40695	TELEPHONE SERVICE 2098	2.63
AT&T CALNET 2	000007445666	40695	TELEPHONE SERVICE 2098	26.30
AT&T CALNET 2	000007445666	40695	TELEPHONE SERVICE 2098	10.52
AT&T CALNET 2	000007445666	40695	TELEPHONE SERVICE 2098	10.52
AT&T CALNET 2	000007445666	40695	TELEPHONE SERVICE 2098	2.64
AT&T CALNET 2	000007445669	40695	TELEPHONE SERVICE 2098	12.37
AT&T CALNET 2	000007445669	40695	TELEPHONE SERVICE 2098	123.67
AT&T CALNET 2	000007445669	40695	TELEPHONE SERVICE 2098	49.47
AT&T CALNET 2	000007445669	40695	TELEPHONE SERVICE 2098	49.47
AT&T CALNET 2	000007445669	40695	TELEPHONE SERVICE 2098	12.36
AT&T CALNET 2	000007510378	40695	TELEPHONE SERVICE DTS	4.44
AT&T CALNET 2	000007510378	40695	TELEPHONE SERVICE DTS	44.45
AT&T CALNET 2	000007510378	40695	TELEPHONE SERVICE DTS	17.78

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
AT&T CALNET 2	000007510378	40695	TELEPHONE SERVICE DTS	17.78
AT&T CALNET 2	000007510378	40695	TELEPHONE SERVICE DTS	4.45
AT&T CALNET 2	000007510379	40695	TELEPHONE SERVICE 2343	19.97
AT&T CALNET 2	000007510379	40695	TELEPHONE SERVICE 2343	199.73
AT&T CALNET 2	000007510379	40695	TELEPHONE SERVICE 2343	79.89
AT&T CALNET 2	000007510379	40695	TELEPHONE SERVICE 2343	79.89
AT&T CALNET 2	000007510379	40695	TELEPHONE SERVICE 2343	19.98
AT&T CALNET 2	000007510382	40695	TELEPHONE SERVICE 2098	0.93
AT&T CALNET 2	000007510382	40695	TELEPHONE SERVICE 2098	9.26
AT&T CALNET 2	000007510382	40695	TELEPHONE SERVICE 2098	3.70
AT&T CALNET 2	000007510382	40695	TELEPHONE SERVICE 2098	3.70
AT&T CALNET 2	000007510382	40695	TELEPHONE SERVICE 2098	0.92
Vendor AT&T CALNET 2 Total:				1,285.95
Vendor: CALIFORNIA BUILDING STANDARDS COMMI				
CALIFORNIA BUILDING ST	QTREND123115	40696	BUILDING STANDARDS FE	179.10
Vendor CALIFORNIA BUILDING STANDARDS COMMI Total:				179.10
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBU	PR- 12/26/15	40697	PAYROLL DEDUCTIONS	242.30
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				242.30
Vendor: CALIFORNIA WATER ENVIRONMENT ASSOC				
CALIFORNIA WATER ENVIR	000010271I	40698	CWEA MEMBERSHIP	164.00
Vendor CALIFORNIA WATER ENVIRONMENT ASSOC Total:				164.00
Vendor: CANON FINANCIAL SERVICES (FORMALLY OCE)				
CANON FINANCIAL SERVIC	15611164	40699	COPIER LEASE	41.41
CANON FINANCIAL SERVIC	15611164	40699	COPIER LEASE	77.65
CANON FINANCIAL SERVIC	15611164	40699	COPIER LEASE	10.35
CANON FINANCIAL SERVIC	15611164	40699	COPIER LEASE	129.42
CANON FINANCIAL SERVIC	15611164	40699	COPIER LEASE	129.42
CANON FINANCIAL SERVIC	15611164	40699	COPIER LEASE	129.43
Vendor CANON FINANCIAL SERVICES (FORMALLY OCE) Total:				517.68
Vendor: CENTRAL VALLEY TOXICOLOGY				
CENTRAL VALLEY TOXICOL	245239	40700	TOXICOLOGY	78.00
CENTRAL VALLEY TOXICOL	245241	40700	TOXICOLOGY	78.00
CENTRAL VALLEY TOXICOL	246156	40700	TOXICOLOGY	146.00
Vendor CENTRAL VALLEY TOXICOLOGY Total:				302.00
Vendor: CHAMBER OF COMMERCE				
CHAMBER OF COMMERCE	2016 DUES	40701	MEMBERSHIP DUES 2016	25.00
Vendor CHAMBER OF COMMERCE Total:				25.00
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	JANUARY 2016	40702	BORRELLI WATER	30.25
Vendor CITY OF GUSTINE Total:				30.25
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	7120	40703	DECEMBER 2015	11,794.24
Vendor CSG CONSULTING - PRECISION Total:				11,794.24
Vendor: DEPOT GARAGE INC				
DEPOT GARAGE INC	0002832	40704	TRUCK REPAIR	448.68
DEPOT GARAGE INC	0002891	40704	SMOG/ PARKS	45.25
DEPOT GARAGE INC	0002906	40704	PD OIL CHANGE	50.31
DEPOT GARAGE INC	0002914	40704	VEHICLE SMOG/ WW	90.25
DEPOT GARAGE INC	0003005	40704	PD OIL CHANGE	44.99
DEPOT GARAGE INC	0003035	40704	SMOG/ STORM	45.25

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
DEPOT GARAGE INC	0003142	40704	PD OIL CHANGE	65.31
Vendor DEPOT GARAGE INC Total:				790.04
Vendor: DEPT OF CONSERVATION				
DEPT OF CONSERVATION	QTREND12312015	40705	STRONG MOTION FEE REP	762.44
Vendor DEPT OF CONSERVATION Total:				762.44
Vendor: DEREK SAWYER SMART ENERGY HEATING & AIR INC.				
DEREK SAWYER SMART EN	111715	40706	FIRE DEPT REMODEL HVA	152.00
Vendor DEREK SAWYER SMART ENERGY HEATING & AIR INC. Total:				152.00
Vendor: DIVERSIFIED RISK/HUB INTERNATIONAL				
DIVERSIFIED RISK/HUB INT	DECEMBER 2015	40707	INSURANCE 2015	736.34
Vendor DIVERSIFIED RISK/HUB INTERNATIONAL Total:				736.34
Vendor: DOMINGOS PONCEANO				
DOMINGOS PONCEANO	1383	40708	JANITORIAL	400.00
DOMINGOS PONCEANO	1383	40708	JANITORIAL	30.00
DOMINGOS PONCEANO	1383	40708	JANITORIAL	30.00
DOMINGOS PONCEANO	1383	40708	JANITORIAL	28.00
DOMINGOS PONCEANO	1383	40708	JANITORIAL	300.00
DOMINGOS PONCEANO	1383	40708	JANITORIAL	450.00
Vendor DOMINGOS PONCEANO Total:				1,238.00
Vendor: DOUG DUNFORD				
DOUG DUNFORD	010716	40709	COSTCO MEMBERSHIP	55.00
DOUG DUNFORD	010716	40709	COSTCO MEMBERSHIP	27.50
DOUG DUNFORD	010716	40709	COSTCO MEMBERSHIP	27.50
Vendor DOUG DUNFORD Total:				110.00
Vendor: E & M ELECTRIC CO.				
E & M ELECTRIC CO.	78505	40710	MOTOR	2,613.58
E & M ELECTRIC CO.	78552	40710	POOL REPAIR/ CHEMICAL	160.00
E & M ELECTRIC CO.	78558	40710	EQUIP REPAIR WW PLANT	160.00
E & M ELECTRIC CO.	78561	40710	ELECTRIC REPAIR	91.84
E & M ELECTRIC CO.	78612	40710	TIMER REPLACEMENT - PE	265.85
E & M ELECTRIC CO.	78729	40710	LIFT STATION - WW	160.00
Vendor E & M ELECTRIC CO. Total:				3,451.27
Vendor: EQUIPCO SALES AND SERVICE				
EQUIPCO SALES AND SERV	S58174	40711	WW MONITOR	1,710.43
Vendor EQUIPCO SALES AND SERVICE Total:				1,710.43
Vendor: FRANCHISE TAX BOARD				
FRANCHISE TAX BOARD	PR- 12/26/15	40712	PAYROLL DEDUCTION	190.00
Vendor FRANCHISE TAX BOARD Total:				190.00
Vendor: G&K SERVICES				
G&K SERVICES	1057208348	40713	PW UNIFORMS	2.32
G&K SERVICES	1057208348	40713	PW UNIFORMS	2.32
G&K SERVICES	1057208348	40713	PW UNIFORMS	4.63
G&K SERVICES	1057208348	40713	PW UNIFORMS	4.17
G&K SERVICES	1057208348	40713	PW UNIFORMS	9.73
G&K SERVICES	1057208348	40713	PW UNIFORMS	19.00
G&K SERVICES	1057208348	40713	PW UNIFORMS	4.17
G&K SERVICES	1057211207	40713	PW UNIFORMS	2.32
G&K SERVICES	1057211207	40713	PW UNIFORMS	2.32
G&K SERVICES	1057211207	40713	PW UNIFORMS	4.63
G&K SERVICES	1057211207	40713	PW UNIFORMS	4.17
G&K SERVICES	1057211207	40713	PW UNIFORMS	9.73
G&K SERVICES	1057211207	40713	PW UNIFORMS	19.00
G&K SERVICES	1057211207	40713	PW UNIFORMS	4.17

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
G&K SERVICES	1057213876	40713	PW UNIFORMS	2.32
G&K SERVICES	1057213876	40713	PW UNIFORMS	2.32
G&K SERVICES	1057213876	40713	PW UNIFORMS	4.63
G&K SERVICES	1057213876	40713	PW UNIFORMS	4.17
G&K SERVICES	1057213876	40713	PW UNIFORMS	9.73
G&K SERVICES	1057213876	40713	PW UNIFORMS	19.00
G&K SERVICES	1057213876	40713	PW UNIFORMS	4.17
Vendor G&K SERVICES Total:				139.02
Vendor: GARTON FORD TRACTOR				
GARTON FORD TRACTOR	NC37286	40714	TRACTOR PARTS	83.50
Vendor GARTON FORD TRACTOR Total:				83.50
Vendor: GILTON SOLID WASTE MANAGEMENT INC				
GILTON SOLID WASTE MA	DEC2015	40715	TRASH BIN	244.76
GILTON SOLID WASTE MA	JAN2016	40715	REFUSE SERVICE 2016	32,836.30
Vendor GILTON SOLID WASTE MANAGEMENT INC Total:				33,081.06
Vendor: GROVER LANDSCAPE SERVICES INC				
GROVER LANDSCAPE SERV	0240451	40716	TREE MAINT.	24,395.00
Vendor GROVER LANDSCAPE SERVICES INC Total:				24,395.00
Vendor: GUSTINE HIGH SCHOOL				
GUSTINE HIGH SCHOOL	2015 TOURN SPONSOR	40717	ROTARY TRNMNT SPNSRS	100.00
Vendor GUSTINE HIGH SCHOOL Total:				100.00
Vendor: IEH AQUATIC RESEARCH				
IEH AQUATIC RESEARCH	131579	40718	WW ANALYSIS	288.00
Vendor IEH AQUATIC RESEARCH Total:				288.00
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	357106	40719	WW ANALYSIS	144.00
IEH-JL ANALYTICAL	358182	40719	WW ANALYSIS	485.00
IEH-JL ANALYTICAL	364031	40719	WW ANALYSIS	144.00
Vendor IEH-JL ANALYTICAL Total:				773.00
Vendor: INFOSEND BILLING				
INFOSEND BILLING	100337	40720	UTILITY BILLING	36.10
INFOSEND BILLING	100337	40720	UTILITY BILLING	26.43
INFOSEND BILLING	100337	40720	UTILITY BILLING	14.44
INFOSEND BILLING	100337	40720	UTILITY BILLING	10.57
INFOSEND BILLING	100337	40720	UTILITY BILLING	238.25
INFOSEND BILLING	100337	40720	UTILITY BILLING	174.41
INFOSEND BILLING	100337	40720	UTILITY BILLING	238.25
INFOSEND BILLING	100337	40720	UTILITY BILLING	174.41
INFOSEND BILLING	100337	40720	UTILITY BILLING	194.93
INFOSEND BILLING	100337	40720	UTILITY BILLING	142.70
Vendor INFOSEND BILLING Total:				1,250.49
Vendor: JOCELYN ROLAND, PHD				
JOCELYN ROLAND, PHD	12159	40721	PRE EMPLOYMENT SCREE	425.00
Vendor JOCELYN ROLAND, PHD Total:				425.00
Vendor: JORGENSEN CO.				
JORGENSEN CO.	5562847	40722	FIRE EXT SERVICE	153.05
JORGENSEN CO.	5562847	40722	FIRE EXT SERVICE	153.04
JORGENSEN CO.	5562847	40722	FIRE EXT SERVICE	153.05
JORGENSEN CO.	5562847	40722	FIRE EXT SERVICE	153.05
Vendor JORGENSEN CO. Total:				612.19
Vendor: LANGUAGE LINE SERVICES				
LANGUAGE LINE SERVICES	3694286	40723	TRANSLATION SERVICES	33.31

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
LANGUAGE LINE SERVICES	3751969	40723	TRANSLATION SERVICES	40.69
Vendor LANGUAGE LINE SERVICES Total:				74.00
Vendor: LAW & ASSOCIATES INVESTIGATIONS				
LAW & ASSOCIATES INVES	1239	40724	PD BACKGROUND CK	1,000.00
Vendor LAW & ASSOCIATES INVESTIGATIONS Total:				1,000.00
Vendor: LIONS GATE HOTEL & COTTAGE SUITES				
LIONS GATE HOTEL & COT	020816 SW	40725	HOTEL TRAINING SW CON	209.92
Vendor LIONS GATE HOTEL & COTTAGE SUITES Total:				209.92
Vendor: LPS TACTICAL & PERSONAL SECURITY SU				
LPS TACTICAL & PERSONA	6824A	40726	UNIFORM / VEST	923.40
Vendor LPS TACTICAL & PERSONAL SECURITY SU Total:				923.40
Vendor: MARCO ANTONIO CANELA				
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	52.50
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	17.50
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	17.50
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	7.00
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	122.50
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	98.00
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	17.50
MARCO ANTONIO CANELA	2730256	40727	EMPLOYEE APPREC FOOD	17.50
Vendor MARCO ANTONIO CANELA Total:				350.00
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS IN	PI1224215	40728	PUBLIC NOTICE 12/24/15	80.00
MATTOS NEWSPAPERS IN	PI1231039	40728	RECREATION ADVERTISIN	105.20
Vendor MATTOS NEWSPAPERS INC Total:				185.20
Vendor: MERCED COUNTY DIV OF WEIGHTS				
MERCED COUNTY DIV OF	JANUARY 2016	40729	PERMIT FEE	121.10
Vendor MERCED COUNTY DIV OF WEIGHTS Total:				121.10
Vendor: MERCED COUNTY HEALTH DEPT				
MERCED COUNTY HEALTH	IN0082033	40730	PERMIT FEE AIRPORT FUEL	634.00
Vendor MERCED COUNTY HEALTH DEPT Total:				634.00
Vendor: MUNICIPAL CMS				
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	111.34
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	111.34
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	556.70
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	167.01
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	167.01
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	111.34
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	167.01
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	835.05
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	1,113.40
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	1,113.40
MUNICIPAL CMS	YEARLY PYMNT 3	40731	I.T. SUPPORT - WEBSITE	1,113.40
Vendor MUNICIPAL CMS Total:				5,567.00
Vendor: NUNES AUTO CARE				
NUNES AUTO CARE	018789	40732	REPAIR/ SERVICE	78.35
Vendor NUNES AUTO CARE Total:				78.35
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS L	PR- 12/26/15	40733	PAYROLL DEDUCTIONS	192.00
OPERATING ENGINEERS L	PR- 12/26/2015	40733	PAYROLL DEDUCTIONS	90.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				282.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: P G & E				
P G & E	12302015	40734	ELECTRIC	5.15
P G & E	DEC2015	40734	DECEMBER 2015	1,469.25
P G & E	DEC2015	40734	DECEMBER 2015	824.00
P G & E	DEC2015	40734	DECEMBER 2015	37.76
P G & E	DEC2015	40734	DECEMBER 2015	322.15
P G & E	DEC2015	40734	DECEMBER 2015	126.89
P G & E	DEC2015	40734	DECEMBER 2015	62.25
P G & E	DEC2015	40734	DECEMBER 2015	335.78
P G & E	DEC2015	40734	DECEMBER 2015	180.93
P G & E	DEC2015	40734	DECEMBER 2015	646.49
P G & E	DEC2015	40734	DECEMBER 2015	5,825.77
P G & E	DEC2015	40734	DECEMBER 2015	56.92
P G & E	DEC2015	40734	DECEMBER 2015	3,804.61
P G & E	DEC2015	40734	DECEMBER 2015	1,070.07
P G & E	DEC2015	40734	DECEMBER 2015	443.88
P G & E	DEC2015	40734	DECEMBER 2015	103.58
Vendor P G & E Total:				15,315.48
Vendor: PIONEER DRUG				
PIONEER DRUG	18020	40735	SYMPATHY CARD	2.15
Vendor PIONEER DRUG Total:				2.15
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR- 12/26/15	40736	PAYROLL DEDUCTIONS	480.00
Vendor POLICE OFFICERS ASSOC Total:				480.00
Vendor: POSTER COMPLIANCE CENTER				
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	2.56
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	0.85
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	0.85
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	0.34
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	5.97
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	4.78
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	0.85
POSTER COMPLIANCE CEN	2646657-CA	40737	MEETINGS & TRAININGS S	0.86
Vendor POSTER COMPLIANCE CENTER Total:				17.06
Vendor: QUICK PC SUPPORT				
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	2.90
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	2.90
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	14.50
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	4.35
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	4.35
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	2.90
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	4.35
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	21.75
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	29.00
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	29.00
QUICK PC SUPPORT	11124	40738	I.T. SUPPORT	29.00
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	18.90
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	18.90
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	94.50
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	28.35
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	28.35
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	18.90
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	28.35

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	141.75
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	189.00
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	189.00
QUICK PC SUPPORT	11125	40738	I.T. SUPPORT	189.00
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	21.70
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	21.70
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	108.50
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	32.55
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	32.55
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	21.70
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	32.55
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	162.75
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	217.00
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	217.00
QUICK PC SUPPORT	11126	40738	MONTHLY I.T. SUPPORT	217.00
Vendor QUICK PC SUPPORT Total:				2,175.00
Vendor: RABOBANK, CARDMEMBER SERVICES				
RABOBANK, CARDMEMBE	010616 DD CA POLICE ASS	40739	REGISTRATION FEE CPC	99.00
RABOBANK, CARDMEMBE	010616 DD CHIEF MEMBE	40739	POLICE CHIEF MEMBERSHI	150.00
RABOBANK, CARDMEMBE	010616 DD CHRISTMAS	40739	CHRISTMAS IN THE PARK	22.63
RABOBANK, CARDMEMBE	010616 DD CHRISTMAS IN	40739	CHRISTMAS IN THE PARK -	44.68
RABOBANK, CARDMEMBE	010616 DD COSCTO	40739	LIVESCAN SUPPLIES PD	323.98
RABOBANK, CARDMEMBE	010616 DD COSTCO	40739	LIVESCAN SUPPLIES PD	47.49
RABOBANK, CARDMEMBE	010616 DD CPC	40739	TECHNOLOGY REGISTRATI	99.00
RABOBANK, CARDMEMBE	010616 DD HOBBY LOBBY	40739	CHRISTMAS IN THE PARK	123.75
RABOBANK, CARDMEMBE	010616 DD TABLES	40739	GOMAN TABLES	590.61
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	1.35
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	1.35
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	6.76
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	2.03
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	2.03
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	1.35
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	2.03
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	10.13
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	13.51
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	13.51
RABOBANK, CARDMEMBE	010616 FEES	40739	ALL DEPT SUPPLIES	13.51
RABOBANK, CARDMEMBE	010616 JW FD KITCHEN	40739	FIRE DEPT KITCHEN REMO	231.71
RABOBANK, CARDMEMBE	010616 JW FIRE DEPT RE	40739	FIRE DEPT KITCHEN REMO	19.99
RABOBANK, CARDMEMBE	010616 KR PINE COUNTRY	40739	TREES CITY HALL/PD	32.00
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	2.14
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	2.14
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	10.69
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	3.21
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	3.21
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	2.14
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	3.21
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	16.04
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	21.38
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	21.38
RABOBANK, CARDMEMBE	010616 SS PRIME	40739	AMAZON BUSINESS PRIME	21.38
Vendor RABOBANK, CARDMEMBER SERVICES Total:				1,959.32

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: RALEY'S-IN STORE CHARGE				
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	21.83
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	7.28
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	7.28
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	2.91
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	50.93
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	40.75
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	7.28
RALEY'S-IN STORE CHARG	235499720ASTR	40740	EMPLOYEE APPREC	7.28
Vendor RALEY'S-IN STORE CHARGE Total:				145.54
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE	1962	40741	WATER REPAIR SUPPLIES	1,625.00
Vendor ROCHA BACKHOE SERVICE INC Total:				1,625.00
Vendor: SABRINA WEIGHTMAN				
SABRINA WEIGHTMAN	020816 SW PER DIEM	40742	TRAINING SW 2/8/16 - 2/1	325.56
Vendor SABRINA WEIGHTMAN Total:				325.56
Vendor: SHRED-IT				
SHRED-IT	9408767556	40743	SHRED SERVICES	4.82
SHRED-IT	9408767556	40743	SHRED SERVICES	48.16
SHRED-IT	9408767556	40743	SHRED SERVICES	19.26
SHRED-IT	9408767556	40743	SHRED SERVICES	19.26
SHRED-IT	9408767556	40743	SHRED SERVICES	4.82
Vendor SHRED-IT Total:				96.32
Vendor: TENNEY A. NORQUIST				
TENNEY A. NORQUIST	19633	40744	CITY HALL HVAC REPAIR	82.20
Vendor TENNEY A. NORQUIST Total:				82.20
Vendor: TERMINIX INTERNATIONAL				
TERMINIX INTERNATIONA	351013536	40745	PEST CONTROL ANIMAL C	35.00
TERMINIX INTERNATIONA	351229289	40745	GOMAN PEST CONTROL	62.00
TERMINIX INTERNATIONA	351249723	40745	PEST CONTROL	34.00
Vendor TERMINIX INTERNATIONAL Total:				131.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	45084	40746	FUEL FD/PD/PW VEHICLE	69.56
TESEI PETROLEUM	45084	40746	FUEL FD/PD/PW VEHICLE	506.72
TESEI PETROLEUM	45084	40746	FUEL FD/PD/PW VEHICLE	177.07
TESEI PETROLEUM	45084	40746	FUEL FD/PD/PW VEHICLE	37.94
TESEI PETROLEUM	45084	40746	FUEL FD/PD/PW VEHICLE	185.29
TESEI PETROLEUM	45084	40746	FUEL FD/PD/PW VEHICLE	185.93
Vendor TESEI PETROLEUM Total:				1,162.51
Vendor: THOMAS CROSS CONNECTIONS				
THOMAS CROSS CONNECT	15123A	40747	CITY BACKFLOW TESTING	395.00
Vendor THOMAS CROSS CONNECTIONS Total:				395.00
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	0.69
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	0.69
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	3.43
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	1.04
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	1.04
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	0.69
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	1.04
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	5.18
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	6.90
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	6.90

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
TRI COUNTIES BANK CARD	010616 SS FEE	40748	DEPT FEE	6.90
TRI COUNTIES BANK CARD	010616 SS BIZCHAIR	40748	CHAIRS	61.52
TRI COUNTIES BANK CARD	010616 SS CHRISTMAS/ P	40748	CHRISTMAS IN THE PARK -	72.15
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	73.53
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	24.51
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	24.51
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	9.80
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	171.57
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	137.26
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	24.51
TRI COUNTIES BANK CARD	010616 SS TRAVEL	40748	CITY MANAGER CONF	24.51
TRI COUNTIES BANK CARD	010616 SS WEB HOSTING	40748	I.T. WEB HOSTING	3.00
TRI COUNTIES BANK CARD	010616 SS WEB HOSTING	40748	I.T. WEB HOSTING	20.40
TRI COUNTIES BANK CARD	010616 SS WEB HOSTING	40748	I.T. WEB HOSTING	16.20
TRI COUNTIES BANK CARD	010616 SS WEB HOSTING	40748	I.T. WEB HOSTING	20.40
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				718.37
Vendor: U S BANK				
U S BANK	122215 SS REC SURVEY	40749	REC SURVEY	26.00
Vendor U S BANK Total:				26.00
Vendor: VANESSA DANIELLE MARTINS				
VANESSA DANIELLE MARTI	YOGA011216	40750	YOGA SESSION B INSTRUC	300.00
Vendor VANESSA DANIELLE MARTINS Total:				300.00
Vendor: VERIZON WIRELESS				
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	0.81
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	97.26
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	175.63
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	24.10
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	83.34
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	51.69
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	27.78
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	51.69
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	97.26
VERIZON WIRELESS	9757762504	40751	PHONE SERVICE	277.86
Vendor VERIZON WIRELESS Total:				887.42
Vendor: VISION SERVICE PLAN-(CA)				
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	3.44
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	5.45
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	8.45
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	3.41
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	397.83
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	54.52
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	1.71
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	12.62
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	6.48
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	5.83
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	4.44
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	22.52
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	1.36
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	1.72
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	5.45
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	24.41
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	22.12
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	0.69

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	3.27
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	2.45
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	3.83
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	11.00
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	51.25
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	16.36
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	96.18
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	10.65
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	34.89
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	16.36
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	110.18
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	1.72
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	1.64
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	7.72
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	3.82
VISION SERVICE PLAN-(CA)	JANUARY 2016	40752	VISION INSURANCE	5.45
Vendor VISION SERVICE PLAN-(CA) Total:				959.22
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUP	PR- 12/26/15	40753	PAYROLL DEDUCTION	167.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				167.71
Vendor: WESTSIDE ANIMAL HOSPITAL				
WESTSIDE ANIMAL HOSPI	49915	40754	ANIMAL CONTROL	46.00
Vendor WESTSIDE ANIMAL HOSPITAL Total:				46.00
Vendor: YANCEY LUMBER CO				
YANCEY LUMBER CO	A2015053645	40755	GRAFITTI PAINT	33.73
YANCEY LUMBER CO	A2015054152	40755	SUPPLIES / WW PLANT	14.52
YANCEY LUMBER CO	A2015055820	40755	FIRE DEPT KITCHEN REMO	40.57
Vendor YANCEY LUMBER CO Total:				88.82
Grand Total:				123,249.73

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	27,213.98
002 - UTILITY TAX FUND	51.69
009 - COMMUNITY CENTER FUND	2,130.71
016 - SWIM POOL FUND	1,044.61
017 - CITY WIDE LIGHTING & LAND	6,060.82
019 - RECREATION FUND	783.67
021 - ST/SIDEWALK MAINT	24,515.33
024 - COPS GRANT	22.12
034 - FIRE SERVICE FUND	444.27
059 - STORM DRAIN	1,303.55
060 - WATER FUND	9,997.56
061 - SEWER FUND	10,843.47
062 - REFUSE	35,281.41
063 - AIRPORT FUND	1,324.36
074 - ASSESS - BORRELLI	133.83
093 - INSURANCE TRUST FUND	736.34
099 - PAYROLL TRUST FUND	1,362.01
Grand Total:	123,249.73

Account Summary

Account Number	Account Name	Payment Amount
001-0110-520.010-00	DEPT OPERATING SUPPL	4.18
001-0110-530.089-00	COMMUNITY PROMOTI	102.15
001-0110-530.090-00	MEMBERSHIPS/SUBSCRI	25.00
001-0110-530.201-00	OTHER CONTRACT SERVI	154.84
001-0120-510.020-00	GROUP HEALTH INSURA	3.44
001-0120-530.090-00	MEMBERSHIPS/SUBSCRI	336.00
001-0120-530.091-00	MEETINGS & TRAINING	147.86
001-0140-510.020-00	GROUP HEALTH INSURA	5.45
001-0140-520.010-00	DEPT OPERATING SUPPL	4.18
001-0140-530.011-00	TELEPHONE & INTERNET	65.11
001-0140-530.014-00	POSTAGE	36.10
001-0140-530.201-00	OTHER CONTRACT SERVI	230.50
001-0142-510.020-00	GROUP HEALTH INSURA	8.45
001-0150-510.020-00	GROUP HEALTH INSURA	3.41
001-0150-520.010-00	DEPT OPERATING SUPPL	32.00
001-0150-520.011-00	UNIFORM ALLOWANCE	11.40
001-0150-520.040-00	FUEL	69.56
001-0150-530.011-00	TELEPHONE & INTERNET	97.26
001-0150-530.060-00	ELECTRIC	1,469.25
001-0150-530.062-00	GAS	824.00
001-0150-530.072-00	OTHER EQUIPMENT REP	348.05
001-0150-530.201-00	OTHER CONTRACT SERVI	617.05
001-0210-510.020-00	GROUP HEALTH INSURA	397.83
001-0210-520.010-00	DEPT OPERATING SUPPL	1,504.36
001-0210-520.030-00	MOTOR VEHICLE EXPEN	160.61
001-0210-520.040-00	FUEL	506.72
001-0210-530.009-00	OTHER PROFESSIONAL S	1,801.00
001-0210-530.011-00	TELEPHONE & INTERNET	818.61
001-0210-530.014-00	POSTAGE	9.17
001-0210-530.060-00	ELECTRIC	37.76
001-0210-530.089-00	COMMUNITY PROMOTI	775.97
001-0210-530.090-00	MEMBERSHIPS/SUBSCRI	150.00
001-0210-530.091-00	MEETINGS & TRAINING	526.12
001-0210-530.201-00	OTHER CONTRACT SERVI	1,258.01
001-0220-530.060-00	ELECTRIC	322.15
001-0220-530.062-00	GAS	126.89

Account Summary

Account Number	Account Name	Payment Amount
001-0230-510.020-00	GROUP HEALTH INSURA	54.52
001-0230-530.009-00	OTHER PROFESSIONAL S	46.00
001-0230-530.011-00	TELEPHONE	24.10
001-0230-530.091-00	MEETINGS & TRAINING	209.92
001-0230-530.201-00	OTHER CONTRACT SERVI	35.00
001-0410-510.020-00	GROUP HEALTH INSURA	1.71
001-0410-530.009-00	OTHER PROFESSIONAL S	941.54
001-0410-530.030-00	ADVERTISING	80.00
001-0410-530.094-00	PLANNING/CONSTRUCT	11,794.24
001-0610-510.020-00	GROUP HEALTH INSURA	12.62
001-0610-520.010-00	DEPT OPERATING SUPPL	305.38
001-0610-520.011-00	UNIFORM ALLOWANCE	11.37
001-0610-520.030-00	MOTOR VEHICLE EXPEN	84.41
001-0610-530.011-00	TELEPHONE	83.34
001-0610-530.060-00	ELECTRIC	62.25
001-0610-530.072-00	OTHER EQUIPMENT REP	91.84
001-0610-530.201-00	OTHER CONTRACT SERVI	385.30
002-0147-530.011-00	TELEPHONE	51.69
009-0150-510.020-00	GROUP HEALTH INSURA	6.48
009-0150-520.010-00	DEPT OPERATING SUPPL	67.80
009-0150-520.040-00	FUEL	177.07
009-0150-530.011-00	TELEPHONE	27.78
009-0150-530.060-00	ELECTRIC	335.78
009-0150-530.062-00	GAS	180.93
009-0150-530.201-00	OTHER CONTRACT SERVI	744.26
009-0150-540.011-00	BUILDINGS	590.61
016-0613-510.020-00	GROUP HEALTH INSURA	5.83
016-0613-520.010-00	DEPT OPERATING SUPPL	25.76
016-0613-530.011-00	TELEPHONE	51.69
016-0613-530.060-00	ELECTRIC	646.49
016-0613-530.072-00	OTHER EQUIPMENT REP	160.00
016-0613-530.201-00	OTHER CONTRACT SERVI	154.84
017-0120-510.020-00	GROUP HEALTH INSURA	4.44
017-0120-530.091-00	MEETINGS & TRAINING	50.14
017-0260-530.060-00	ELECTRIC	5,825.77
017-0610-510.020-00	GROUP HEALTH INSURA	22.52
017-0610-520.011-00	UNIFORM ALLOWANCE	22.75
017-0610-520.040-00	FUEL	37.94
017-0610-530.011-00	TELEPHONE	97.26
019-0120-510.020-00	GROUP HEALTH INSURA	1.36
019-0613-520.010-00	DEPT OPERATING SUPPL	6.28
019-0613-530.030-00	ADVERTISING	105.20
019-0613-530.060-00	ELECTRIC	56.92
019-0613-530.201-00	OTHER CONTRACT SERVI	613.91
021-0120-510.020-00	GROUP HEALTH INSURA	1.72
021-0120-530.091-00	MEETINGS & TRAINING	50.14
021-0142-510.020-00	GROUP HEALTH INSURA	5.45
021-0310-510.020-00	GROUP HEALTH INSURA	24.41
021-0310-520.010-00	DEPT OPERATING SUPPL	18.12
021-0310-520.011-00	UNIFORM ALLOWANCE	20.49
021-0310-530.201-00	OTHER CONTRACT SERVI	24,395.00
024-0210-510.020-00	GROUP HEALTH INSURA	22.12
034-0220-540.011-00	BUILDING	444.27
059-0120-510.020-00	GROUP HEALTH INSURA	0.69
059-0120-530.091-00	MEETINGS & TRAINING	20.05
059-0140-510.020-00	GROUP HEALTH INSURA	3.27
059-0140-530.014-00	POSTAGE	14.44
059-0140-530.201-00	OTHER CONTRACT SERVI	20.92

Account Summary

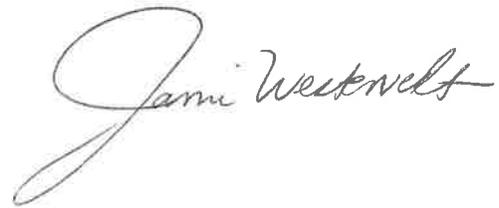
Account Number	Account Name	Payment Amount
059-0142-510.020-00	GROUP HEALTH INSURA	2.45
059-0730-510.020-00	GROUP HEALTH INSURA	3.83
059-0730-520.010-00	DEPT OPERATING SUPPL	31.35
059-0730-520.030-00	MOTOR VEHICLE EXPEN	45.25
059-0730-530.201-00	OTHER CONTRACT SERVI	1,161.30
060-0120-510.020-00	GROUP HEALTH INSURA	11.00
060-0120-530.091-00	MEETINGS & TRAINING	350.97
060-0140-510.020-00	GROUP HEALTH INSURA	51.25
060-0140-530.011-00	TELEPHONE & INTERNET	257.19
060-0140-530.014-00	POSTAGE	238.25
060-0140-530.201-00	OTHER CONTRACT SERVI	343.49
060-0142-510.020-00	GROUP HEALTH INSURA	16.36
060-0710-510.020-00	GROUP HEALTH INSURA	96.18
060-0710-520.010-00	DEPT OPERATING SUPPL	1,756.25
060-0710-520.011-00	UNIFORM ALLOWANCE	47.80
060-0710-520.030-00	MOTOR VEHICLE EXPEN	459.46
060-0710-520.040-00	FUEL	185.29
060-0710-530.011-00	TELEPHONE	277.86
060-0710-530.060-00	ELECTRIC	3,809.76
060-0710-530.201-00	OTHER CONTRACT SERVI	2,096.45
061-0120-510.020-00	GROUP HEALTH INSURA	10.65
061-0120-530.091-00	MEETINGS & TRAINING	280.79
061-0140-510.020-00	GROUP HEALTH INSURA	34.89
061-0140-530.011-00	TELEPHONE & INTERNET	257.19
061-0140-530.014-00	POSTAGE	238.25
061-0140-530.201-00	OTHER CONTRACT SERVI	359.69
061-0142-510.020-00	GROUP HEALTH INSURA	16.36
061-0520-510.020-00	GROUP HEALTH INSURA	110.18
061-0520-520.010-00	DEPT OPERATING SUPPL	442.77
061-0520-520.011-00	UNIFORM ALLOWANCE	93.34
061-0520-520.030-00	MOTOR VEHICLE EXPEN	172.90
061-0520-520.040-00	FUEL	185.93
061-0520-530.060-00	ELECTRIC	1,070.07
061-0520-530.072-00	OTHER EQUIPMENT REP	320.00
061-0520-530.090-00	MEMBERSHIPS/SUBSCRI	164.00
061-0520-530.201-00	OTHER CONTRACT SERVI	2,762.45
061-0520-540.030-00	MACHINERY & EQUIPME	4,324.01
062-0120-510.020-00	GROUP HEALTH INSURA	1.72
062-0120-530.091-00	MEETINGS & TRAINING	50.14
062-0140-510.020-00	GROUP HEALTH INSURA	1.64
062-0140-530.011-00	TELEPHONE & INTERNET	64.29
062-0140-530.014-00	POSTAGE	194.93
062-0140-530.201-00	OTHER CONTRACT SERVI	276.95
062-0510-520.000-00	OFFICE SUPPLIES	20.41
062-0510-520.010-00	DEPT OPERATING SUPPL	21.38
062-0510-520.011-00	UNIFORM ALLOWANCE	20.49
062-0510-530.009-00	OTHER PROFESSIONAL S	33,081.06
062-0510-530.201-00	OTHER CONTRACT SERVI	1,548.40
063-0120-510.020-00	GROUP HEALTH INSURA	7.72
063-0120-530.091-00	MEETINGS & TRAINING	50.15
063-0142-510.020-00	GROUP HEALTH INSURA	3.82
063-0340-510.020-00	GROUP HEALTH INSURA	5.45
063-0340-520.010-00	DEPT OPERATING SUPPL	58.24
063-0340-530.060-00	ELECTRIC	443.88
063-0340-530.094-00	AIRPORT LICENSE/PERM	755.10
074-0610-530.059-00	WATER UTILITY	30.25
074-0610-530.060-00	ELECTRIC	103.58
093-0000-220.070	INSURANCE TRUST	736.34

Account Summary

Account Number	Account Name	Payment Amount
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.081	UNION DUES PAYABLE	282.00
099-0000-220.094	FRANCHISE TAX BOARD	190.00
099-0000-220.097	CALIFORNIA STATE DISB	242.30
099-0000-220.098	WASHINGTON SUPPORT	167.71
	Grand Total:	123,249.73

Project Account Summary

Project Account Key	Payment Amount
None	123,249.73
	Grand Total:
	123,249.73





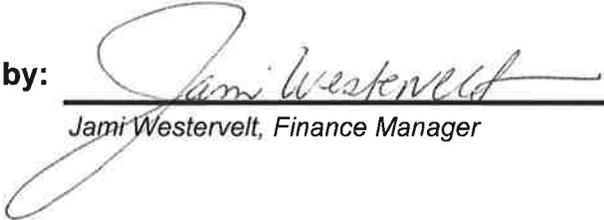
TREASURER'S REPORT

Period Ending December 31, 2015

The following investment and cash information pertains to the period ending December 31, 2015¹:

<u>Institution</u>	<u>Acct#</u>	<u>Investment Type</u>	<u>Interest Rate</u>	<u>Balance</u>
Investments				
State of California LAIF (Qtr 10/15/15 ¹)	01-10.55	Pooled	0.260%	\$3,500,339.56
Raymond James (11/30/15 ¹)	01-10.11	Liquid Account	0.010%	\$273,424.50
<i>Subtotal</i>				\$3,773,764.06
Non Interest Bearing Items				
Tri-Counties Bank	99-10.04	Payroll Account		\$448,467.47
Tri-Counties Bank	01-10.05	General Checking		\$293,703.04
<i>Subtotal</i>				\$742,170.51
Total Cash and Investments				\$4,515,934.57

Prepared by:


Jami Westervelt, Finance Manager

¹ = Statements for the investments ending 12/30/15 were not yet out at the time this agenda was assembled.



COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Kathryn Reyes, Director of Public Works

SUBJECT: Lease Approval Parcel Numbers 063-160-014

DISCUSSION

The City of Gustine has been in negotiations with Dustin Kuykendall on the potential lease of Field three (3) of the wastewater treatment plant. Field three is 75 acres of parcel number 063-160-014. The field has been fallow for several years. The lessee will re-seed, fence, and maintain field three of the wastewater plant for the purpose of grazing animals.

If approved the lessee would enter into a five year term with a five percent rent increase at year four and five.

RECOMMENDATION

Council consider approving the attached resolution which approves the attached land lease with Dustin Kuykendall

EXHIBIT

A) Resolution 2016-XXXX (includes lease as attachment)

APPROVED BY:

A handwritten signature in blue ink, appearing to be "Sean Scully", is written over a horizontal line.

SEAN SCULLY, CITY MANAGER

RESOLUTION NO. _____

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

WHEREAS, the City of Gustine ("City") owns the real property located in Merced County, State of California, Assessor's Parcel Numbers 063-160-014 ("Property"); and

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

WHEREAS, pursuant to a Land Lease Agreement ("Lease"), the City desires to lease the Property to Dustin Kuykendall ("Tenant"); and

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

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

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

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

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

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

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

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

1. The Lease of the Property from City to Tenant for agricultural purposes, a use consistent with the Property's existing use, serves the common benefit and community by ensuring the land is

used and maintained in good order and repair for a productive and beneficial use, and therefore also helps prevent waste and nuisance from occurring on the Property.

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

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

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

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

AYES:
NOES:
ABSTAIN:
ABSENT:

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

EXHIBIT A

[FARM LEASE AGREEMENT]

FARM LEASE AGREEMENT

This Farm Lease (“**Lease**”) is made by and between the City of Gustine, a municipal corporation, (“**City**”) and Dustin Kuykendall (“**Tenant**”). The term of this Lease shall commence on the date of the mutual execution and delivery of this Lease by the City and Tenant (“**Effective Date**”).

1. Description of Premises. City leases to Tenant, and Tenant leases from City, on the terms and conditions set forth in this Lease, all that certain real property situated in Merced County, State of California, Assessor’s Parcel Numbers _____, also known as “Field 3,” as described on the attached legal description and generally shown on the map in Exhibit A, attached to and incorporated into this Lease (the “**Premises**”). The Premises contains approximately 75 acres.

2. Term. The initial term of this Lease shall be for five (5) years, commencing on the execution of this Lease by City and Tenant, and terminating five (5) years from that date on _____.

3. Rent. Tenant shall make one rent payment each year during the term of this Lease to City. The annual rent shall be Nine Thousand Seven Hundred and Fifty Dollars (\$9,750), which is One Hundred and Thirty Dollars (\$130) per acre and seventy-five (75) total acres. All rent shall be paid to City, without deduction or offset, at 352 Fifth Street, Gustine, CA 95322, or such other place as Tenant may be directed from time to time. A five-percent increase in annual rent amounts will commence at the beginning of year four (4) and year (5).

The first full annual payment shall be due on or before the execution date of this Lease.

The second payment shall be due on or before the first day of _____ in 2017.

The third payment shall be due on or before the first day of _____ in 2018.

The fourth payment shall be due on or before the first day of _____ in 2019

The fifth payment shall be due on or before the first day of _____ in 2020

4. Acceptance by Tenant. Tenant accepts the Premises, as well as the improvements on the Premises and the facilities appurtenant to the Premises, in their present condition. Tenant agrees with, and represents to City, that the Premises have been inspected by Tenant and that Tenant has been assured by means independent of City or City’s agents of the truth of all facts material to this Lease and that the Premises are being leased by Tenant as a result of Tenant’s inspection and investigation and not as a result of any representations made by City or City’s agents.

5. Termination. This Lease may be terminated by City at any time for any reason. In such event, City shall provide Tenant no less than sixty (60) days prior written notice, subject to the noticing provisions in this Lease. If Tenant has existing crops planted on the Premises at the time City wishes to terminate, termination of the Lease by City shall not occur prior to the

harvest of such crops. In such circumstance, Tenant agrees to harvest crops on a reasonable and timely basis and to vacate the Premises immediately upon harvest of the annual crops planted, and no later than the first day of _____ of that year, without consideration. If Lease is terminated by the City mid-year as set forth above, City shall refund Tenant an amount equal to its rent for that year. The refund shall be provided within thirty (30) days of termination.

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

7. Holding Over. Any holding over after the expiration or termination of the term of this Lease, with the consent of the City, shall be treated as a tenancy from month to month, at a rental of One Thousand Dollars (\$1,000.00) per month, and shall be otherwise on the terms and conditions specified in this Lease.

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

8.1 Wastewater Irrigation Schedules. Tenant shall comply with applicable wastewater irrigation schedules. Tenant shall communicate with the wastewater operator to obtain the irrigation schedules. City shall endeavor to water Field 3 prior to other fields subject to its reasonable discretion on wastewater irrigation schedules.

8.2 Domestic water for animals. Tenant shall provide all necessary domestic water for animals. Tenant shall pay all costs related to providing water, including any cost to install and maintain any infrastructure necessary to provide water to animals.

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

10. Maintenance. Tenant shall, at Tenant's own expense, keep and maintain the Premises, all fences and improvements on the Premises, all facilities within the Premises, and all wells,

pumps, pipelines, water systems, ditches and canals on the property in good order and repair and in as good and clean a condition as when they were received from City, reasonable wear and tear excepted. Tenant shall take all reasonable steps to keep the Premises free from dust and weeds, and shall bear all costs relating thereto.

10.1 Field Rehabilitation. Tenant shall rehabilitate fields as necessary. Field rehabilitation includes reseeding fields with salt grasses, such species being reasonably approved by City.

10.2 Fencing and Cross-Fencing. Tenant shall install and maintain, at tenant's cost, a perimeter fence and all necessary cross-fencing on the Premises. City shall retain ownership of fencing in the event of lease termination.

10.3 Perimeter Maintenance. Tenant shall keep the perimeter of the Premises free of weeds and other unwanted growth.

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

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

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

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

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

16. Compliance with Law. Tenant, at Tenant's sole cost and expense, shall comply with all requirements of all governmental authorities, in force either now or in the future, affecting the

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

16.1 Wastewater Permit. Tenant shall manage the Premises consistent with the City's wastewater permit.

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

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

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

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

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

20. Alterations. Tenant shall not make or permit any alterations or improvements of the Premises without prior written consent of the City. Upon termination or expiration of this Lease, all improvements and alterations other than trade fixtures shall be the property of City, and no

reimbursement to Tenant shall be required (except that City may require Tenant to remove, at Tenant's sole cost, any such alteration or improvements at the expiration or earlier termination of this Lease). Tenant shall remove all trade fixtures placed by Tenant on the Premises by the time the Lease terminates or expires.

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

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

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

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

During the term of this Lease, Tenant shall comply with any and all federal, state, or local laws, rules, regulations, ordinances, codes, policies or rules of common law now or hereafter in effect

and in each case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety or Hazardous Materials and applicable to the operation or use of the Premises. Tenant will cause all other persons occupying or using the Premises to comply with all such laws and authorities, and will immediately pay or cause to be paid all costs and expenses incurred by reason of such compliance.

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

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

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

Tenant shall, within forty-eight (48) hours of the discovery by Tenant of the presence of, or believed presence of, a Hazardous Material as defined herein, give written notice to City in the event that Tenant knows or has reasonable cause to believe that any release of Hazardous Material has come or will come to be located on, under, about or within the Premises. The failure to disclose in a timely manner the release of a Hazardous Material, including but not limited to, an amount which is required to be reported to a state or local agency pursuant to law

(e.g., California's Hazardous Materials Storage and Emergency Response Act, Health and Safety Code § 25550 et seq.) shall be grounds for termination of this Lease by City in addition to actual damages and other remedies provided by law. Tenant shall immediately clean up and completely remove all Hazardous Materials placed by Tenant or anyone else on, under, about or within the Premises, in a manner that is in all respects safe and in accordance with all applicable laws, rules and regulations. Tenant shall disclose to City the specific information regarding Tenant's discovery of any Hazardous Materials placed on, under, about or within the Premises by Tenant or its employees or agents, and provide written documentation of its safe and legal disposal.

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

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

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

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

these purposes, the following do not constitute a termination of Tenant's right to possession: (a) acts of maintenance or preservation, (b) efforts to re-let the property, and (c) the appointment of a receiver on initiative of City to protect City's interests under this Lease.

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

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

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

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

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

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

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

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

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

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

Tenant:

Dustin Kuykendall

City:

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

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

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

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

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

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

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

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

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

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

CITY:
City of Gustine, a municipal corporation

TENANT:
Dustin Kuykendall

By: _____
Sean Scully
City Manager

By: _____
Dustin Kuykendall

Date: _____

Date: _____

Attest:
By: _____
Melanie Correa
City Clerk

Exhibit "A"

Description and Site Map of Leased Land

[to be inserted]



GUSTINE

Field
3



COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Melanie Correa, Deputy City Clerk

SUBJECT: Consider Resolution Pertaining to the Beverage Container Recycle Program Payment Program

BACKGROUND/ DISCUSSION:

In collaboration with CalRecycle, the City has participated for a number of years in a grant program whose purpose is to minimize the volume of recyclable beverage containers being sent to landfills. Traditionally, the City has received \$5,000 annually to assist with this waste diversion. Some examples of how the grant funds can be utilized are: recycling education for residents and the general public, to fund small cleanup projects, to assist with the availability of recycling signage, and the availability of recycling containers. This year, Cal Recycle is requesting a resolution from funded entities authorizing the submittal of the application and the newly required expenditure reporting.

FISCAL IMPACT:

There is no anticipated fiscal impact.

RECOMENDATION:

City Council consider the resolution authorizing the submittal of an application for payment programs and related authorizations pertaining to the Beverage Container Recycling Payment program.

EXHIBITS:

A) Resolution

APPROVED BY:

SEAN SCULLY, CITY MANAGER

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
AUTHORIZING SUBMITTAL OF AN APPLICATION FOR PAYMENT PROGRAMS
AND RELATED AUTHORIZATIONS PERTAINING TO THE BEVERAGE CONTAINER
RECYCLING CITY/COUNTY PAYMENT PROGRAM**

WHEREAS, pursuant to Public Resources Code section 48000 et seq. the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the City of Gustine is authorized to submit an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Public Works Director, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this Governing Body.

AYES:

NOES:

ABSTAIN:

ABSENT:

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk



COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Melanie Correa, Deputy City Clerk

SUBJECT: Consider Request from Gustine High School for Use of DeGregori Field for Junior Varsity Softball's Home Game Schedule

BACKGROUND/ DISCUSSION:

Gustine High School has contacted the City requesting the use of DeGregori field for the Junior Varsity Softball team's Southern League home games. This request mirrors the same request presented to Council in 2015 for the 2014-2015 Junior Varsity softball team.

Southern League play for Junior Varsity Softball is made up of twelve games, seven of which would be held at DeGregori field. The Athletic Director of Gustine High is in contact with Gustine Youth Baseball Softball Association and has ensured there would not be any game schedule conflicts.

FISCAL IMPACT:

The City has never adopted a formal fee schedule for either of the baseball fields, and while this is something that will be addressed in the upcoming fee study, there are no current fees in the existing fee schedule. The Gustine Youth Baseball Association compensates the City on a per player per season basis based on the league size (but this also includes use of the snack bar for concessions so the comparison isn't fully applicable). Additionally, there is no need for use of the field lights, since all junior varsity softball games are scheduled to start in the afternoon.

RECOMENDATION:

City Council consider the request from Gustine High School for use of DeGregori field for the Junior Varsity Softball team's home game schedule.

EXHIBITS:

- A) Letter from Gustine High School
- B) 2015 Junior Varsity Softball game schedule
- C) Certificate of Liability Coverage from Gustine Unified School District

APPROVED BY:

SEAN SCULLY, CITY MANAGER

To: Gustine City Council

From: Adam Cano

Date: January 5, 2016

RE: Use of City of Gustine Facility – Degregori and Viera Field

Melanie,

I am writing you in regards to Gustine High School's request to use the City of Gustine DeGregori and Joe Viera Field. Gustine high's Junior Varsity softball and Junior Varsity baseball team is in need of a facility to use during their preseason and Southern League play and it would be greatly appreciated if you would consider this request. Attached is our school's insurance and a softball and baseball schedule. If you have any questions please do not hesitate to contact me.

Thanks in Advance,



Adam Cano

Asst. Principal/Athletic Director

Gustine High School

Pioneer High School Principal

209-648-2024



Gustine High School 2016 Girls Softball Schedule

Date	Opponent	Location	Time	Bus/Sub
Weds. Feb 24	Livingston (scrimmage)	Livingston (V)	3:30	Sub
Weds. March 2	Millennium	Millennium (V)	3:30	Sub
March 3-5	Linden HS Softball Tourney	Linden HS	TBA	Sub
Tues. March 8	Modesto High	Gustine (V)	3:30	-----
Mon. March 14	Hughson	Hughson	3:30	1:30
Thurs. March 17	Le Grand	Le Grand	4:00	1:30
Tues. March 22	Mariposa	Gustine	4:00	-----
Thurs. March 24	Orestimba	Orestimba	4:00	2:30
Thurs. March 31-2	Nor- Cal Tourney	Tracy Complex	TBA	TBA
Tues. April 5	Delhi	Gustine	4:00	-----
Thurs. April 7	Denair	Gustine	4:00	-----
Tues. April 12	Waterford	Gustine	4:00	-----
Thurs. April 14	Ripon Christian	Ripon Christian	4:00	1:30
Tues. April 19	Le Grand	Gusine	4:00	-----
Thurs. April 21	Mariposa	Mariposa	4:00	1:00
Tues. April 26	Orestimba	Gustine	4:00	-----
Thurs. April 28	Delhi	Delhi	4:00	1:45
Tues. May 3	Denair	Denair	4:00	1:45
Thurs. May 5	Waterford	Waterford	4:00	1:30
Tues. May 10	Ripon Christian	Gustine	4:00	-----

Updated December 17, 2015

CERTIFICATE OF LIABILITY COVERAGE

<p>COVERAGE PROVIDER:</p> <p>BAY AREA SCHOOLS INSURANCE COOPERATIVE (BASIC) (a California Joint Powers Authority) 1750 Creekside Oaks Drive, Suite 200 Sacramento, CA 95833</p>	<p>NAMED COVERED MEMBER:</p> <p>Central Region School Insurance Group Gustine Unified School District 1500 Meredith Avenue Gustine, CA 95322</p>
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THE REFERENCED MEMORANDUM OF COVERAGE(S) ("MOC") AND/OR INSURANCE POLICY(IES) EXTEND INDEMNITY PROTECTION TO THE NAMED COVERED MEMBER, IN KEEPING WITH THE TERMS AND CONDITIONS OF THE COVERAGE AGREEMENTS/ POLICIES, FOR THE EFFECTIVE COVERAGE DATES, AND WITH THE STATED COVERAGE LIMITS. COVERAGE PROVIDED BY MOCS IS EXTENDED PURSUANT TO THE RIGHTS AND LIMITATIONS OF CALIFORNIA GOV'T CODE § 990 & 6500, ET SEQ.

TYPE OF COVERAGE	COVERAGE AFFORDED	MOC/POLICY NUMBER	EFFECTIVE DATE(S)	EXPIRATION DATE(S)	LIMITS	LIABILITY SELF INSURED RETENTION
GENERAL LIABILITY	General Liability Employment Practices Educators' Legal Liability Products Liability Completed Operations Liability	BGL07012015	07/01/2015	07/01/2016	\$ 1,000,000	\$350,000
AUTOMOBILE LIABILITY	Automobile Liability (All Owned, Hired, Leased, and Borrowed)				\$	

THIS CERTIFICATE CONFERS NO RIGHT, BENEFIT, OR INTEREST IN THE REFERENCED MEMORANDUM(S) OF COVERAGE OR INSURANCE POLICY(IES), NOR DOES IT AMEND, MODIFY, ENLARGE OR ALTER THE COVERAGE AFFORDED BY SUCH DOCUMENTS. IF THE CERTIFICATE HOLDER IS CONTRACTUALLY ENTITLED TO BE NAMED AS AN ADDITIONAL COVERED MEMBER ("ACM") UNDER ANY COVERAGE AGREEMENT OR POLICY, THE CONTRACT IMPOSING THE OBLIGATION MUST BE PROVIDED TO THE NAMED COVERED MEMBER LISTED ABOVE FOR REVIEW AND APPROVAL BEFORE SUCH AN ENDORSEMENT WILL BE ISSUED; ACM COVERAGE IS NOT AUTOMATICALLY GRANTED.

Description and Date (s) of Event/Operations/Locations/Vehicle:

Additional remarks/schedule may be attached if more space is needed.

RE: Use of facilities during current policy term for all activities of the Covered Member

The City of Gustine is included as additional insured per the attached endorsement, but only as to the liability arising out of the negligent acts of the named covered member.

<p>CERTIFICATE HOLDER:</p> <p>City of Gustine PO Box 16 Gustine, CA 95322</p>	<p>Cancellation of Coverage: If any of the policies described herein be cancelled before their expiration dates, notice will be delivered in accordance with policy provisions.</p>
	<p>Issuer of this Certificate:</p> <p>Commercial Lines - (707) 769-2900 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 1039 N. McDowell Blvd. Petaluma, CA 94954-1173</p>

POLICY NUMBER: BGL07012015

**THIS ENDORSEMENT CHANGES THE MEMORANDUM OF COVERAGE.
PLEASE READ IT CAREFULLY.**

**ADDITIONAL COVERED MEMBER — DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies coverage provided under the following:

GENERAL LIABILITY

SCHEDULE

Name of Additional Covered Person(s) or Organization(s)
City of Gustine PO Box 16 Gustine, CA 95322
RE: Use of facilities during current policy term for all activities of the Covered Member
The City of Gustine is included as additional insured per the attached endorsement, but only as to the liability arising out of the negligent acts of the named covered member.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section III – The Definition of a Covered Member is amended to include as an additional covered member the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Melanie Correa, Deputy City Clerk

**SUBJECT: Request of Fee Waiver for the use of the Goman Community Center,
for the Gustine High School Ag Booster Dinner Dance Fundraiser
January 23, 2016**

BACKGROUND/DISCUSSION

The City has received a request from the Gustine High School Ag Boosters asking for a fee waiver for use of the Goman Community Center for a Fundraising Dinner Dance in support of the Gustine High School Future Farmers of America (FFA) Chapter. Funds raised by the event will be used for local scholarships, school farm improvements, student financial aid for Fair-time and State/ National Conventions.

This year's event is scheduled to take place on January 23, 2016 at the Goman Community Center.

FISCAL IMPACT:

The Gustine Ag Boosters has requested a waiver of the fee for the Goman Center. The rental fee for the Goman Center for January 23, 2016 is \$475.00, plus \$50.00 for the activity room and \$50.00 for additional access to the building for a total of \$575.00. The Gustine Ag Boosters have committed to paying for the dance permit, the insurance fees and any additional expenses incurred for renting round tables.

RECOMMENDATION:

City Council consider authorizing a request for the fee waiver of the Goman Center, by the Gustine AG Boosters for their Dinner Dance Fundraiser on January 23, 2016.

EXHIBIT(S)

A) Request from Gustine Ag Boosters

APPROVED BY: _____

SEAN SCULLY, CITY MANAGER

1-5-16

To: City Hall staff

I Craig Christenson would like to be on the agenda for next Council meeting to ask for waiving or lowering fees associated w/ FFA Dinner Dance on June 23rd at the Al Gorman

respectfully

Craig Christenson

Craig Christenson

V.P. Sustaining FFA Boosters



ITEM NO. 10

COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Chief Doug Dunford

SUBJECT: Request to Reduce the Live Scan Rolling Fees for Gustine Youth Baseball Softball

BACKGROUND/DISCUSSION

The Gustine Youth Baseball Softball Association (GYBS) is requesting that the Council consider reducing the rolling fees for their coaches. Currently GYBS sends their coaches to the City of Newman for fingerprinting services. The City of Newman charges them a \$15 rolling fee. This is due to the fact that GYBS does not have an ORI.

They are now in the process of obtaining an ORI number (Originating Agency Identifier) which will allow the City of Gustine to conduct the fingerprinting with no cost from the Department of Justice (DOJ) to the City. The Department of Justice (DOJ) will waive their cost if GYBS has an ORI number. Therefore the fee will be representative only of the time taken by staff to conduct the fingerprinting, and not in administering the results.

The GYBS says that they could possibly fingerprint up to 80 individuals if the City were to reduce the cost to a \$10 rolling fee.

FISCAL IMPACT

The City could see a slight increase to the general fund of up to \$800.

RECOMMENDATION

Consider approving the request of GYBS for the reduced rolling fee for coaches with GYBS.

EXHIBIT(S)

- A) Email from Julie Hazan requesting a rolling fee reduction

APPROVED BY:

SEAN SCULLY, CITY MANAGER

From: Julie Hazan [<mailto:jhazan78@gmail.com>]
Sent: Friday, January 08, 2016 9:17 AM
To: Doug Dunford
Subject: GYBS Livescan

Chief Dunford,

We have been informed that Gustine Youth Baseball and Softball needs to obtain their own ORI# for completing the livescan process with the Gustine Police Department. Currently, there is a DOJ fee of \$32 per person. Therefore, GYBS is in the process of receiving our own ORI# for livescans to hopefully avoid this fee.

It is our understanding that the Gustine Police Department and The City of Gustine charges a rolling fee of \$20.00 for each coach/volunteer to be livescanned. In the past we have been sending our NEW volunteers to Newman and they have charged a fee of only \$15. We would like to ask if City Council would consider reducing the fee to the same amount that we were paying in Newman, at \$15.

At this time we are only considering having NEW volunteers be livescanned at the Gustine Police Department and will not require the returning coaches to get re-livescanned here. However, if we decide to re-livescan ALL coaches which will be around 80 volunteers we would like to know if the city consider reducing the fee to \$10 per person? We are hoping the lower fee will help those volunteers who have already paid the fee recently not have such a hardship on the higher fee. We also have many returning coaches that are husband and wife- so they would be paying for two people.

Thank you for your time and consideration. I look forward to hearing from you.

Respectfully,

Julie Hazan
GYBS President
209-587-1956



COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Chief Doug Dunford

SUBJECT: Proposed Outreach Program – Neighborhood Visits

BACKGROUND/DISCUSSION:

In an ongoing effort to find new and innovative ways to connect the City government with the citizens of Gustine, staff has been considering additional ways to expand our outreach programs. The newest program is called the Neighborhood Visits Program. This program involves short visits two key geographic areas of the community.

The Neighborhood Visits involve the Police Department, Fire, Ambulance, City Hall, Public Works and (schedules permitting) City Council members. An example of an activity under this program would include each of the afore mentioned departments meeting at a central location for a briefing prior to driving out to a pre selected location. We visit two locations a night and conduct the visits one night every other month. If participation and reception is positive additional visits can be scheduled (for example every month instead of every other month) When briefing concludes everyone gets into their respective work vehicle and we roll code 3 (lights and siren on) to the location. This allows us to get everyone's attention in the neighborhood.

When the City team arrives arrive, all public safety personnel go door to door asking the citizens to join us for a hot dog BBQ and refreshments. While that is happening, the remainder of City personnel begins the preparations for the BBQ. Ideally people in the neighborhood who are interested will come out to the street areas where they will have the opportunity to have something to eat and interact with the team from the City. These types of visits may give members of the public, who normally do not interact with City personnel, the opportunity to get to know the people from various City Departments, ask questions, and generally have a good time. After roughly an hour the materials are packed up into the trucks and the caravan moves on to another location.

If authorized, staff will work to make sure the materials (food) needed for the event donated and keep any impact to the operational budget minimal. Staff will work to adjust the hours of employees interested in participating to avoid incurring overtime costs (where possible and appropriate). Staff anticipates running this program from April through August. The time of year is picked intentionally so that the weather will be conducive to the events. In addition, usually after August, football practice gets in the way for participation.

FISCAL IMPACT:

The yearly cost for this event would be minor with the above mentioned organization of the event. Staff would work to make sure that the BBQ and food costs were donated.

RECOMMENDATION:

Council to authorize the new Neighborhood Visit outreach program. If authorized the program would begin in April with a specific date TBD.

APPROVED BY:



SEAN SCULLY, CITY MANAGER



CITY COUNCIL AGENDA ITEMS

JANUARY 19, 2016

PREPARED BY: Sean Scully, City Manager
Doug Dunford, Police Chief

SUBJECT: Public Hearing: Medical Marijuana Regulations - ORDINANCE

BACKGROUND/ DISCUSSION:

In 1996, California voters approved Proposition 215, codified as Health and Safety Code Section 11362.5, et seq., and entitled the Compassionate Use Act of 1996 ("the Act"). Proposition 215 was intended to allow persons who are in need of marijuana for specific medical reasons to purchase and use the substance under limited, specific circumstances as set forth by State Law. Subsequently in 2004 the State Legislature passed SB 420 (codified as Health and Safety Code Section 11362.7 et seq.), which authorized city and county governments to adopt and enforce rules and regulations consistent with SB 420 and "the Act".

More recently the State Legislature has passed the Medical Marijuana Regulation and Safety Act (MMRSA). The intent of the MMRSA was to establish licensing requirements at both a State and Local level. The MMRSA added cultivation as well as transportation as uses that can be regulated at a local level. Transportation with regard to Medical Marijuana would be described generally as transportation of medical marijuana by delivery services to patients within Gustine city limits. Cultivation would generally be defined into two separate categories. The first category would relate to commercial cultivation which would typically be larger grow operations for commercial sale. The second category would be personal cultivation which relates specifically to the allowances that individual patients have to grow a limited number of marijuana plants on their personal property.

In 2012 the City of Gustine passed an ordinance prohibiting the establishment of medical marijuana dispensaries within City limits. Additionally (in 2012) the City Council passed an ordinance which establishes rules for personal cultivation. The Ordinance prohibits the consumption of Medical Marijuana in all places except within private residences and notes that no odor or smoke from such activity shall be detected from any neighboring property or residence. The Ordinance also restricts personal cultivation of Medical Marijuana to enclosed structures and the area dedicated to cultivation can be no greater than 120 square feet in size. The structures are required to meet all applicable zoning and building code requirements and cultivation may not be in conjunction with any type of business.

The two components that remain general unregulated relate to commercial cultivation and transportation of medical marijuana. Council work shopped this item at their January 5th 2016 meeting. Based on that workshop an ordinance was crafted for Planning Commission consideration that addresses the key issues of commercial cultivation and transportation (deliveries). The ordinance would prohibit any commercial cultivation within City limits but would allow for deliveries within City limits. The definitions of both uses are as follows:

Commercial cultivation shall have the same meaning as set forth in Business and Professions Code Section 19300.5(l) but is distinguished from personal cultivation which is separately defined in Title 7 Chapter 7 Article 6 of the Gustine Municipal Code.

- Business and Professions Code Section 19300.5(l) - "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

Delivery or Deliveries shall have the same meaning as set forth in Business and Professions Code Section 19300.5(m) as the same may be amended from time to time.

- Business and Professions Code Section 19300.5(l) "Delivery" means the commercial transfer of medical cannabis or medical cannabis products from a dispensary, up to an amount determined by the bureau to a primary caregiver or qualified patient as defined in Section 11362.7 of the Health and Safety Code, or a testing laboratory. "Delivery" also includes the use by a dispensary of any technology platform owned and controlled by the dispensary, or independently licensed under this chapter, that enables qualified patients or primary caregivers to arrange for or facilitate the commercial transfer by a licensed dispensary of medical cannabis or medical cannabis products.

At their January 13, 2016 meeting the Planning Commission held a Public Hearing and discussed the issue. The Planning Commission voted to recommend the proposed ban of commercial cultivation and to allow transportation with two additional conditions. The first condition is that deliveries may be delivered to private property (no deliveries allowed within the public right of way or at public facilities such as parks). The second condition would be that the deliveries may only be made to the residence of the medical card holder only with the delivery driver to verify this information upon delivery. (These additions have been reflected in the proposed code amendment.

RECOMENDATION:

Council to consider introducing and waiving the first reading of Ordinance XXX which amends Title 5 Chapter 8 of the Gustine Municipal Code.

EXHIBITS:

A) Proposed Ordinance

ORDINANCE NO. XXX

A ORDINANCE OF THE CITY OF COUNCIL OF THE CITY OF GUSTINE AMENDING PORTIONS OF TITLE 5 CHAPTER 8 OF THE GUSTINE MUNICIPAL CODE - SPECIFICALLY RELATING TO THE COMMERCIAL CULTIVATION AND DELIVERIES (TRANSPORTATION) OF MEDICAL MARIJUANA - AS REFLECTED IN ATTACHMENT 1.

The City Council of the City of Gustine does ordain as follows:

Section 1: Title 5, Chapter 8 Medical Marijuana Dispensaries as reflected in Attachment A;

Section 2: The Planning Commission recommended this amendment at their January 13, 2016 meeting;

Section 3: Pursuant to the California Environmental Quality Act (CEQA) §1537(b)(5) [Not Defined as a Project] the proposed ordinance is exempt from the provisions of CEQA;

Section 4: The proposed amendment is consistent with the General Plan; and The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

Section 5: The City Clerk caused the legal advertisement to be published as is required by law ten (10) days prior to the City Council hearing date.

Section 6: If any section, subsection, subdivision, sentence, clause, phrase or portion of this ordinance, or the application thereof to any person or place, if for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or places.

Section 7: The City Clerk is ordered to publish this Ordinance in summary form in accordance with law, in a newspaper of general circulation in the City.

Section 8: This ordinance shall be in full force and effect 30 days after the date of its passage and adoption.

I, Melanie Correa, Deputy City Clerk of the City of Gustine, hereby certify the foregoing Ordinance was introduced on the 1 day of September, 2015 and second reading and adoption was approved on the ___ day of ____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

MAYOR, DENNIS BRAZIL

ATTEST:

DEPUTY CITY CLERK

(Additions to code are signified in **bold and underlined** font)

- **Chapter 8 - MEDICAL MARIJUANA DISPENSARIES, COMMERCIAL CULTIVATION REGULATIONS, AND DELIVERIES**

- **Sec. 5-8-1. - Terms.**

Marijuana means all parts of the plant Cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant are incapable of germination.

Commercial cultivation shall have the same meaning as set forth in Business and Professions Code Section 19300.5(l) but is distinguished from personal cultivation which is separately defined in Title 7 Chapter 7 Article 6 of the Gustine Municipal Code.

Delivery or Deliveries shall have the same meaning as set forth in Business and Professions Code Section 19300.5(m) as the same may be amended from time to time.

Medical marijuana dispensary means any association, cooperative, club, coop, delivery service, collective, and any other similar use involved in the sale, possession, cultivation, use, and/or distribution of marijuana for medicinal purposes.

(Ord. No. 462, § 1(Exh. A), 10-2-2012)

- **Sec. 5-8-2. - Imposition of prohibition.**

The city council hereby prohibits all medical marijuana dispensaries **and all commercial cultivation of marijuana** within all zones and planned developments within the city.

- **Sec. 5-8-3. - Deliveries**

Deliveries of medical marijuana are allowed to within the city limits of Gustine to private properties only. Delivery and transportation services are required to obtain a business license pursuant to Title 5 Chapter 2 of the Gustine Municipal Code. Deliveries of medical marijuana shall only be delivered to the residence of the medical card holder. Delivery drivers are required under this section to verify this prior to completion of delivery.

(Ord. No. 462, § 1(Exh. A), 10-2-2012)



COUNCIL AGENDA ITEM

JANUARY 19, 2016

PREPARED BY: Kathryn Reyes, Director of Public Works
Sean Scully, City Manager

SUBJECT: **Marquee Landscaping**

BACKGROUND/DISCUSSION

In March of last year, the City and the Gustine Unified School District partnered together to purchase an electronic marquee sign that would serve the school and the community. The electronic marquee sign was a standalone project that did not incorporate any site improvements. The marquee sign was installed and is functioning as intended.

During subsequent Council meetings, a presentation and a Special City Council meeting, staff was able to obtain feedback from the community and City Council for the purpose of landscaping the area around the Marquee Sign. After much discussion, staff was directed to develop the site plans to incorporate a drought tolerant landscape, featuring a dry creek bed. The project will also include converting the pop up sprinklers to a drip irrigation system. The West end of the property has historically been used as a place for the American Legion veteran's organization to raise money by selling safe and legal fireworks. That area has been designated as an un-landscaped area with decomposed granite or stamped concrete so the veteran's use can continue. There are also three large trees on the site that will remain.

Staff has obtained three designs with costs to remove existing turf and replace with a dry creek bed, drought tolerant plants, drip irrigation, and options for stamped concrete or decomposed granite at the west end of the property. All proposals and costs listed below include the cost for decomposed granite on the west end of the property. One of the contractors proposed stamped concrete for an additional fee which is noted below.

It is important to note that in an effort to save cost, staff has requested design builds from each of the solicited landscaping companies (6 in total were contacted, 3 responded). The design builds allow each contracting firm to create a custom design based on overall direction from staff. Therefore there are differences between the proposals. Overall however, all proposals include a dry creek bed beginning at the Northeast corner of the property wrapping around the marquee sign heading the west side of the property. All proposals include a variety of aesthetically pleasing drought tolerant plants which would require minimal water and maintenance (per council

direction). Finally, it is important to note that this project is required to be completed under prevailing wage per California law.

The attached plans indicate general designs for the project. Full scale plans will be available for review the night of the Council meeting. After publication of this agenda community members may request to review copies of the plans by visiting City Hall.

Joe's Landscaping and Concrete
Newman, California
\$49,575.00

Pioneer Landscape Inc.
Turlock, California
\$38,797.85

Westside landscape and Concrete
Crows Landing, California
\$28,449.83
\$31,512.83 With Stamped concrete

The proposals do not include relocating the service club sign. All contractors contacted declined to bid that part of the project. At the will of the Council staff may obtain quotes to relocate or reposition the existing service club sign as a separate project for additional costs.

FISCAL IMPACT:

Although City Council may direct staff another way, this project has been discussed as a project that would be funded with the User Utility Tax (UUT) fund.

RECOMENDATION:

Council consider and approve a design and expenditure for the Marquee Landscaping Project. If a design and expenditure are approved, City Manager will be authorized to execute all appropriate contract documents to begin project.

ATTACHMENT:

- A) Bid Proposals
- B) Maps



Joe's Landscaping and Concrete
CA Lic. #853867
P.O. Box 883
Newman, Ca 95360
Office: (209) 862-2004
Fax: (209) 862-3331
www.joe_3114@yahoo.com
DATE: 9-28-15
Proposal #: LBA-80313JG

PROPOSAL

CITY OF GUSTINE
352 5 TH ST.
GUSTINE, CA 95322
209-854-6381

We Propose hereby to furnish material and labor based on the following clarifications, exclusions and price schedule.

Payment terms: Paid in full upon completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Our workers are fully covered by Workmen's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within 30 days.

This contract is an agreement between JOE'S LANDSCAPING & CONCRETE, hereinafter referred to as the contractor, and CITY OF GUSTINE, hereinafter referred to as the client. Contractor and client hereby promise and agree to the following:

MARQUEE LANDSCAPING PROJECT

- 1. REMOVAL OF EXISTING TURF AND GRADING
 - ADD AMENDMENTS WHERE PLANTS WILL BE PLANTED
 - ROTOTILL AMENDMENTS INTO GROUND
 - GRADE \$9,975.00

- 2. CONVERSION OF EXISTING SPRINKLERS TO DRIP IRRIGATION
 - DRIP TUBING SECURED WITH WIRE HOOKS
 - 2 GPH EMMITTERS ON TREES AND 1 GPH EMMITTERS ON SHRUBS
 - Y FILTERS AND PREASURE REGULATOR
 - LABOR AND MATERIALS \$4,900.00

- 3. DRY CREEK BED WITH LARGE MOSS BOULDERS

	4" RIVER ROCK, AND SMALL ROCK	\$15,850.00
4.	NON WOVEN FILTER FARIC INSTALLED IN DRY CREEK	\$1,980.00
5.	PRE-EMERGENT APPLIED	\$1,500.00
6.	DROUGHT TOLERANT PLANTS 1 GALLON 150 QTY	
	- GRASSES	
	- SPANISH LAVENDER	
	- SOIL FOR PLANTS	
	- FERTILIZER TABLETS	
	- LABOR AND MATERIALS	\$4,920.00
7.	15 GALLON TREES 3 QTY	
	- SOIL FOR PLANTS	
	- FERTILIZER TABLETS	
	- LABOR AND MATERIALS	\$1,800.00
8.	MULCH LANDSCAPE AREAS	\$4,900.00
9.	OPTION A -----1250 SQFT (25' X 50') DECOMPOSED GRANITE ON WEST END OF PROJECT	\$3,750.00
10.	RELOCATION OF EXISTING SERVICES TO BE DONE BY OTHERS.	
	<u>PROJECT TOTAL</u>	<u>\$49,575.00</u>

RECOMENDATION BY LANDSCAPE DESIGNER

1.	1' WIDE CONCRETE MOWSTRIPS	
	- HAND MADE 1' MOWSTRIPS	\$4,575.00

STANDARD CLARIFICATIONS AND EXCLUSIONS

Clarifications:

- Receive site clean and free of all debris.
- Cost of permits and miscellaneous fees are the responsibility of the purchaser.
- Location and marking of property lines, elevations, and underground utilities are the responsibility of the Purchaser. Joe's landscaping and Concrete, will not be held responsible for damages or encroachments because of errors in providing these items.
- Title to materials shall not pass to the purchaser until consideration has been paid in full
It is agreed that all material shall remain the property of Joe's Landscaping and Concrete regardless of the manner in which it is affixed
- All work is to be done in a workmanlike, timely manner according to the standard practices of the trade.
- This proposal and its terms and conditions are to become a part of any other contract

Exclusions:

- Adjusting utilities
- Adding outdoor or indoor timer for irrigation

DISCLAIMER: CONCRETE MAY DEVELOP SOME CRACKS. THE CRACKS ARE DUE TO SHRINKAGE OF CONCRETE, CREEP, RESTRAINING WALL COLUMNS, FOOTINGS, AND OTHER STRUCTURAL ELEMENTS THAT ARE TIED TO THE SLAB. THE CRACKS FORMED ARE NORMALLY NOT STRUCTURAL. JOE'S LANDSCAPING AND CONCRETE INC. SHALL NOT BE HELD RESPONSIBLE FOR NORMAL CRACKING UNLESS IT IS DIRECTLY DUE TO DEFECTIVE WORKMANSHIP.

"In the event of a dispute arising out of any provision or enforcement of any term of this agreement, the prevailing party shall be entitled to recover all costs and expenses, including expert/consultant fees, as well as attorney's fees, whether suit is filed or not." If payment is not made within 30 days of the (invoice/billing, etc.) date, interest at the rate of 1 ½% per month (18% annual) will be charged on the unpaid balance."

NOTE: Any additional work will be charged at an hourly rate of \$45.00 dollars plus the cost of material.

PROJECT TOTAL..... \$49,575.00

ACCEPTANCE OF PROPOSAL-The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ **Signature:** _____

B
page 1

PIONEER LANDSCAPE INC

(209) 529-7009
2260 OAK CREST DRIVE
TURLOCK, CA 95382-8816

Estimate

Date	Estimate #
12/16/2015	1142

Name / Address
City of Gustine PO Box 16 352 5th Street Gustine, CA 95322

			Project
Description	Qty	Rate	Total
-Demolition Equipment Rates,may include hauling, removal, jack hammering,Bobcat removal, dump truck and min. crew of two or three people. Remove all grass in area, approximately 11,000 square feet, haul to disposal site provided by City of Gustine. West end excavated to allow for installation of decomposed granite. No disposal fees included.	1	4,104.00	4,104.00
-Black Humus amended into existing or imported sandy loam per cubic yard. And or other amendments depending on type of soil and plants involved. Includes labor/material, and distributing in the planting areas.	30	79.80	2,394.00
-Yards of topsoil delivered onsite. Approximate Costs based on location/availability and quantity. This charge is based on min. purchase of 20 yds.	20	17.50	350.00
-Grade imported top soil per 20 cubic yards	1	400.00	400.00
-Rough grading native soil to achieve desired elevations, mounding, ponding, etc. With bobcat equipment, wheelbarrow, and raking prior to planting and or irrigation installation.	1	1,385.00	1,385.00
-Retrofit existing irrigation system to convert all stations to drip. Figures existing clock and valve use. Engineered or point source drip with air relief valves and flush caps provided. All stations to have pressure regulation and filtration implemented.	1	6,840.00	6,840.00
-Aluminum edging, 3/16"x4" installed per lineal foot, aluminum stakes	86	6.85	589.10
-36" box Fruitless olive tree, multi branching, delivered, installed with starter fertilizer	2	1,200.00	2,400.00
-24" 'Tristania 'Elegant' or 'Laurina' Standard Box tree installed, delivery, starter fertilizer, stakes	3	325.00	975.00
-15 gallon Acer Palmatum 'Bloodgood' Japanese maple tree, includes delivery,installation, starter fertilizer	3	228.00	684.00
-1 Gallon standard muhlenbergia 'Regal Mist' plant material, includes installation, delivery, starter fertilizer	5	11.95	59.75
-5 Gallon Miscanthus or other plant material. includes installation, delivery, and starter fertilizer	5	35.00	175.00
Thank you for considering Pioneer Landscape Inc		Total	

PIONEER LANDSCAPE INC

(209) 529-7009
 2260 OAK CREST DRIVE
 TURLOCK, CA 95382-8816

Estimate

Date	Estimate #
12/16/2015	1142

Name / Address
City of Gustine PO Box 16 352 5th Street Gustine, CA 95322

			Project
Description	Qty	Rate	Total
-5 Gallon Rhamphiolepis 'bay breeze' shrub Material. includes installation, delivery, and starter fertilizer	12	35.00	420.00
-5 Gallon Olea 'little ollie' shrub Material. includes installation, delivery, and starter fertilizer	5	35.00	175.00
-5 Gallon Berberis 'Rose Glow' shrub Material. includes installation, delivery, and starter fertilizer	10	35.00	350.00
-5 Gallon Coleonema 'sunset gold' shrub Material. includes installation, delivery, and starter fertilizer	6	35.00	210.00
-5 Gallon Ligustrum 'Texanum' shrub Material. includes installation, delivery, and starter fertilizer	8	35.00	280.00
-1 Gallon zephranthes candida material, includes installation, delivery, starter fertilizer	45	15.00	675.00
-5 Gallon Callistemon 'little John' shrub Material. includes installation, delivery, and starter fertilizer	9	35.00	315.00
-1 Gallon Nandina 'Nana' or 'firepower' shrub material, includes installation, delivery, starter fertilizer	22	15.00	330.00
-1 Gallon budget for miscellaneous plants (grasses, fillers, etc.)	50	15.00	750.00
-5 Gallon Dietes shrub Material. includes installation, delivery, and starter fertilizer	12	35.00	420.00
-Moss Rock Boulders hauled into job site and placed per ton.	13	335.00	4,355.00
-Cobblestone installed around various areas of the landscape per cubic yard. Approximate costs depending on type & availability.	10	196.06	1,960.60
-Gold decomposed granite installed per cubic yard at approximately 3" deep.	20	187.82	3,756.40
-Install Dimension pre-emergent. This will help control most weeds for approximately 3 months. Should be applied 3-4 times a year for weed control.	1	270.00	270.00
-Small Bark Top Dressing installed per cubic yard.	50	81.00	4,050.00
-Hauling Debris off to location Dump Truck/ Trailer Fees	1	125.00	125.00
-California Sales Tax		7.625%	0.00
Thank you for considering Pioneer Landscape Inc		Total	

PIONEER LANDSCAPE INC

(209) 529-7009
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Estimate

Date	Estimate #
12/16/2015	1142

Name / Address
City of Gustine PO Box 16 352 5th Street Gustine, CA 95322

			Project
Description	Qty	Rate	Total
-Irrigation system valves may be visible depending on location & design. -Point of Connection & Electricity supplied by Owner -Tunneling and boring not included -Not responsible for CC&R's -Permits and engineering to be supplied by owners -Not responsible for cracking which may occur from blowing lines under concrete with water -Material prices subject to change upon manufacturer increases -Can not guaranty against warping or cracking of wood built structures -Buy in material may incur additional costs		0.00	
Thank you for considering Pioneer Landscape Inc		Total	\$38,797.85



P.O. Box 335 Crows Landing, CA 95313
Office (209) 862-3908 Fax (209) 862-3608

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Estimate

Date 12/15/2015
Estimate # 902

Name / Address

City of Gustine
Katherine Reyes
P.O. Box 16
Gustine, CA 95322

Project Location

Description	Qty	Rate	Total
Design/ Build options for Marquee Landscaping (Prevailing Wage)			
Removal of existing turf and hauling all turf to be removed with sod cutter and hauled away		1,117.20	1,117.20
Installation of Dry Creek with landscape Fabric 2x4 Cobble stone and Moss Rock Boulders as shown on design		4,973.60	4,973.60
Decomposed Granite Sidewalk with steel Edge 4" thickness with soil stabilizer wood bridge board walk		4,254.30	4,254.30
Irrigation System: use existing Turn existing to drip for new landscape Hunter Pro-C timer Outdoor installed		3,630.90	3,630.90
Ground Prep: 35 Yards soil conditioner Rototill/ level/ Grade		2,793.00	2,793.00
Planting as shown 3-#15 Gallon Fruitless Olive Trees 123-#01 Perennials slow release fertilizer/ pre-emergent herbicide planting labor		4,103.43	4,103.43

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and all necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This estimate may be withdrawn by us if not accepted within:

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____

Subtotal

Sales Tax (0.0%)

Total

Estimate Submitted By:

Armando Garcia, Sales

agarcia@wcstsidelandscape.net

Mobile: (209) 765-3112

Cont. Lic. #825160

Signature _____

Signature _____



P.O. Box 335 Crows Landing, CA 95313
Office (209) 862-3908 Fax (209) 862-3608

C page 2
Estimate

Date 12/15/2015
Estimate # 902

Name / Address

City of Gustine
Katherine Reyes
P.O. Box 16
Gustine, CA 95322

Project Location

Description	Qty	Rate	Total
Mulch- Bark Ground Cover 65 yards and installation labor Rail road ties along east border of landscape area		3,836.10	3,836.10
NOTE: Sign to be moved by others			
Options for area of 25' x 50' on west of property see area as shown		0.00	0.00
* Decomposed Granite with steel edge (\$3,741.30)			
* Concrete Stamped no color other than release (\$6,804.30)			

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and all necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Note: This estimate may be withdrawn by us if not accepted within:

Acceptance of Proposal

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance _____

Subtotal \$24,708.53
Sales Tax (0.0%) \$0.00
Total \$24,708.53

Estimate Submitted By:

Armando Garcia, Sales

agarcia@westsidelandscape.net
Mobile: (209) 765-3112
Cont. Lic. #825160

Signature _____

Signature _____

A - map

