



**AGENDA**  
**CITY OF GUSTINE**  
**CITY COUNCIL**  
COUNCIL CHAMBERS, CITY HALL  
352 5<sup>th</sup> STREET GUSTINE, CALIFORNIA  
**APRIL 19, 2016 – 6:30 P.M.**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

*Please take a moment to silence your cell phones.*

**ROLL CALL**

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

**PRESENTATIONS**

- 1. Certificates of Recognition – Gustine High School Varsity Boys Soccer**  
Octavio Martinez, Head Coach

**ORAL COMMUNICATIONS**

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

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

**CONSENT CALENDAR**

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

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

- 2. Minutes of the February 22, 2016 Special Meeting**  
*Recommendation: Review and approve*
- 3. Minutes of the April 5, 2016 Regular Meeting**  
*Recommendation: Review and approve*
- 4. Warrants**  
*Recommendation: Review and approve*
- 5. Treasurer's Report – March 2016**  
*Recommendation: Review and approve*
- 6. Consider Rejection of Claim**  
*Recommendation: Approve claim rejection*
- 7. Resolution Accepting Completion SR 140/Hwy 33 Medians**  
*Recommendation: Approve resolution*

## **ADMINISTRATIVE AGENDA**

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8. **PUBLIC HEARING to Consider Waiving the Second Reading and to Approve an Ordinance Adding Title 5 Chapter 9 Long Term Boarded and Vacant Buildings**
  1. *Receive staff report*
  2. *Open the public hearing to receive public comment*
  3. *Close the public hearing*
  4. *Motion to waive the second reading and to approve an Ordinance adding Title 5, Chapter 9 Long-Term Boarded and Vacant Buildings to Gustine Municipal Code*  
**(Roll Call Vote Required)**
  
9. **Consider Authorizing City Manager to Execute Investment Grade Audit Agreement**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to authorize City Manager to execute Investment Grade Audit Agreement subject to City Attorney form approval*
  
10. **Consider Request from Westside Auto Club for Street Closures and Installation of Ramp for the Annual Linguica Run**
  1. *Receive Staff Report*
  2. *Receive public comment*
  3. *Consider a motion to approve street closures and installation of a temporary curb ramp*
  
11. **Consider Approving Police Department Shooting Range Project**
  1. *Receive Staff Report*
  2. *Receive public comment*
  3. *Consider a motion to allow staff to move forward to permitting and layout phases of Police Department Shooting Range project*
  
12. **Consider Authorizing Westside 5K Color Run and Walk**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to authorize the 1<sup>st</sup> Annual Westside Color Run and Walk*
  
13. **Consider Nomination and Appointment of a Alternate Commissioner to the Merced Local Area Formation Commission**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to nominate and appoint an Alternate Commissioner to the Merced Local Area Formation Commission (LAFCO)*

## **CITY DEPARTMENT REPORTS**

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### **CITY MANAGER REPORT**

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### **CITY COUNCIL REPORTS**

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### **CLOSED SESSION**

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### **ADJOURNMENT**

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**Note:**

1. *In compliance with the Americans with Disabilities Act, a disabled person requesting a disability-related modification or accommodation to participate in this meeting, must contact City Hall at (209) 854-6471 or (209) 854-2127 (fax). Requests must be made as early as possible, preferably one-full business day before the start of the meeting.*
2. *Any document provided to a majority of the City Council regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of City Hall located at 352 5<sup>th</sup> Street, Gustine, CA. Documents or writings received after the general distribution of the agenda are also available for inspection.*

**CERTIFICATION**

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5<sup>th</sup> Street, Gustine CA and made available for public review on this 14<sup>th</sup> day of April, 2016, at or before 5:00 p.m.

  
Melanie Correa

# **GUSTINE HIGH SCHOOL**

## **VARSITY SOCCER TEAM**

Yahir Padilla

Jesus Haro

Masiel Moreno

Jose Araiza

Jesus Quezada

Rafael Baltazar

Juan Chairez

Luis Ponce

Michael Carrillo

Fernando Haro

Samuel Ornelas

Jorge Nunez

Adrian Hernandez

Tony Chavez

AJ Romero

Sami Ruiz

Valdimir Arreola

Fabian Rodriguez

Daniel Huerta

## **COACHING STAFF**

Octavio Martinez

John Verissimo

**MINUTES OF  
SPECIAL MEETING  
FEBRUARY 22, 2016**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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The Mayor called the meeting to order at 5:00 P.M. and conducted the pledge of allegiance.

**ROLL CALL**

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Council Members: Nagy, Anderson, Oliveira, Brazil

Staff Present: City Manager Sean Scully, Recreation Coordinator Tiffany Vitorino, Police Sergeant Jim Hamera, and Police Chief Doug Dunford

**PUBLIC COMMENT**

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There was no public comment.

**ADMINISTRATIVE AGENDA**

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**1. Discussion and Direction: Ambulance Board Contract**

1. *Receive Staff Report*
2. *Receive public comment*
3. *Discussion and direction*

City Manager Scully explained the nature of the administrative agenda item. Steve Melander, 160 Ocean Ct Atwater, Executive Director of Westside Ambulance and RIGGS Ambulance Service, introduced himself as in attendance and available for any questions as they may arise. Barbara Hutchins, President of the Board of Westside Ambulance, along with Mr. Melander provided background on the nature of the contract increase. There was an extensive discussion in which Mr. Melander, Mrs. Hutchins, City Manager Scully and Council participated. The Mayor made a recommendation that two representative from the City of Gustine attend the Westside Ambulance Board meeting on Tuesday, February 23<sup>rd</sup>. Mayor Pro Tem Oliveira suggested that City Manager Scully attend with Mayor Brazil.

**ADJOURNMENT**

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Council member Nagy moved to adjourn the meeting. The motion was seconded by Council member Anderson, and carried 4-0 with Council member Hasness absent. The meeting adjourned at 6:27 P.M.

**ATTEST:**

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**CITY CLERK**

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**MAYOR BRAZIL**

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

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

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

Staff Present: City Manager Sean Scully, Police Chief Doug Dunford, Recreation Coordinator Tiffany Vitorino, Finance Manager Jami Westervelt, City Attorney Josh Nelson, and Deputy City Clerk Melanie Correa

**PRESENTATIONS**

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1. **California Partnership for the San Joaquin Valley Oath of Office**  
Joe Oliveira, Board Member

The Mayor administered the oath of office to Mayor Pro Tem Oliveira for Board Member for the California Partnership for the San Joaquin Valley.

**ORAL COMMUNICATIONS**

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Ingrid Mello, 1240 Brentwood Ave Gustine, a member of the Westside Tennis Club, expressed the clubs concern about non-tennis play on the tennis courts, and also requested the City repair a worn and broken sign prohibiting non-tennis play on the tennis courts. She further requested that prior to a reprint of the sign, a collaborative effort be established to update the tennis court rules.

Tom Homen, Hunt Road Newman, provided public notice that the Westside Ambulance Board would be holding a special meeting on Wednesday 4/6/16 at 1pm at the Westside Ambulance offices in Newman, CA.

Pat Rocha, 841 Ash Ave Gustine, another member of the Westside Tennis Club further expressed concern about the misuse of tennis nets, and the health hazard that presents itself with the migration of the egrets for the spring.

**CONSENT CALENDAR**

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2. **Minutes of the March 15, 2016 Regular Meeting**  
*Recommendation: Review and approve*
3. **Minutes of the March 22, 2016 Special Meeting**  
*Recommendation: Review and approve*
4. **Warrants**  
*Recommendation: Review and approve*

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

**ADMINISTRATIVE AGENDA**

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5. **Consider Request for Use of Petersen Shelter and Schmidt Park Pond**
  1. *Receive Staff Report*
  2. *Receive Public Comment*

3. *Consider a motion to approve use of the Schmidt Park Pond and waiver of rental fees for Petersen Shelter*

Mayor Pro Tem Oliveira excused himself from the Chamber at 6:41 P.M. due to conflict of interest. Deputy City Clerk Correa presented the staff report. Rodney Torres, of A-Z Foundation Group, spoke briefly of the newly established 501c3 organization and the plans for the potential fishing day. There was no public comment. Council member Nagy made a motion to approve the fee waiver and the use of the Schmidt Park Pond. The motion was seconded by Council member Hasness and carried 4-0-1 with Mayor Pro Tem Oliveira abstaining. Mayor Pro Tem returned to the Chamber at 6:49 P.M.

**6. Consider Request for Use of City Streets and Services for Antique Faire**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize street closures and City services for Antique Faire*

Police Chief Dunford presented the staff report, he also advised that Mr. Villalobos further requested to expand the Faire one block north on 5<sup>th</sup> Street for closure. There was no public comment. Council member Hasness made a motion to approve the street closure recommendation, with the expansion north on 5<sup>th</sup> Street. The motion was seconded by Mayor Pro Tem Oliveira, and carried 5-0. Mr. Villalobos approached the Council to inquire about having live music and a food vendor at the event. He further inquired if Council would consider waiving the insurance liability fees. City Manager Scully advised that there were no extra approvals necessary for the music and food vendors. He further advised that fee waivers were generally reserved for non-profit organizations.

**7. Consider Request for Use of City Streets and Services for "Every 15 Minutes" Program**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize street closures and waive fees for city services*

Police 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 to waive the fees association with the use of City services. The motion was seconded by Council member Nagy, and carried 5-0.

**8. PUBLIC HEARING to Consider Introduction and Waiving of Further Readings of an Ordinance Adding Title 5 Chapter 9 Long Term Boarded and Vacant Buildings**

1. *Receive staff report*
2. *Open the public hearing to receive public comment*
3. *Close the public hearing*
4. *Consider a motion to waive the first reading of the proposed Ordinance adding Title 5, Chapter 9 Long-Term Boarded and Vacant Buildings to Gustine Municipal Code*

City Manager Scully presented the staff report. Mayor Brazil opened the public hearing at 7:07 P.M. Paul Wallis, 797 5<sup>th</sup> St. Gustine, urged the passage of the ordinance to assist with the improvement of the rental market for commercial buildings downtown. The Mayor closed the public hearing at 7:09 P.M. There was

some discussion. City Manager Scully and City Attorney Nelson recommended several amendments, which included: amending Section 5-9-1, to specify that the ordinance would apply only to commercially zoned properties; make appropriate edits throughout the ordinance to specify that only commercially zoned properties would be applicable; it was noted that Section 5-9-1 (a) would eliminate "residential"; the definitions listed in Section 5-9-2(c) and 5-9-2(b) would be clarified. Council member Hasness made a motion to waive the first reading of the proposed Ordinance adding Title 5, Chapter 9 Long Term Boarded and Vacant Buildings to Gustine Municipal Code, with the mentioned edits. The motion was seconded by Mayor Pro Tem Oliveira, and carried 5-0.

**9. Consider Speed Deterrent Options for North Avenue**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to implement a speed deterrent option on North Avenue*

Police Chief Dunford presented the staff report. Lynn Schultz, 1250 North Ave Gustine, urged Council to consider a stop sign to deter speeding instead of the rumble strips. Sherri Marsigli, 820 North Ave Gustine, advised on her opposition to another stop sign, but did concur that speeding was a problem. There was some Council discussion, which resulted in a request for staff to bring back more detailed information on the rumble strips at the next regularly scheduled Council meeting.

**10. Consider Traffic Alleviation at Intersection of 5<sup>th</sup> Street and 1<sup>st</sup> Avenue**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to implement recommended traffic alleviation at intersection of 5<sup>th</sup> Street and 1<sup>st</sup> Avenue*

Police Chief Dunford presented the staff report. Sheri Marsigli, 820 North Ave Gustine, expressed her concern with the Traffic Committee's recommendation. Pat Rocha, 841 Ash Ave Gustine, also expressed her concern with the safety hazard of turning north on Highway 33 at any other intersection. Lynn Schultz, 1250 North Ave Gustine, reiterated the concerns of Mrs. Marsigli and Mrs. Rocha. He further inquired whether the School Resource Officer could assist at the intersection during before and after school hours. There was a discussion in which each Council member provided input. The Mayor suggested that staff work with Superintendent Morones to implement a solution at this intersection, with the possibility of a crossing guard.

**CITY DEPARTMENT REPORTS**

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Police Chief Dunford advised on recent apprehensions. He also reported on a recent acquisition of furniture by way of Mr. Randy Hasness. Mayor Pro Tem Oliveira suggested the Traffic Committee review the possibility of a loading/unloading zone on North Ave at the High School.

Recreation Coordinator Vitorino advised on the status of the new scoreboards, and the online recreation registration program. She advised that she was working on upcoming movie nights, and further advised that there would be a summer soccer camp. Lastly, she provided an update on the Color Run which would be held in July.

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## **CITY MANAGER REPORT**

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City Manager Scully took a moment to acknowledge the egret migration, which is upon us. He reported that this year, City staff would be focusing on getting the attention of Assembly members and Congress members to lobby assistance. He advised that several recruitments were open, including Y-Lead Captain, Lifeguard and Temporary Part-time Maintenance Worker.

Gustine High School Student Representative Meg Abdallah distributed her report and advised on recent and upcoming high school events.

## **CITY COUNCIL REPORTS**

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Council member Anderson advised on the recent successful Love Romero event. She also advised on the successful Fire Department Cioppino Dinner.

Council member Hasness resolved that she would work diligently to assist with the Westside Tennis Club. She reminded everyone of the upcoming Chamber of Commerce Wine & Cheese fundraiser, and Independence Day in the Park pasta take-out.

Council member Nagy reminded everyone of the upcoming Independence Day in the Park fundraiser. He inquired on the status of the neighborhood outreach program. He commended Gustine High School Student Representative Meg Abdallah for her outstanding community contributions.

Mayor Pro Tem Oliveira reminded everyone to attend the upcoming Antique Faire, and advised of the upcoming Westside Health Care Task Force meeting on Thursday.

Mayor Brazil reminded everyone of the upcoming Independence Day in the Park pasta takeout. He commended the revamped Gomes Building. He commented on the recently completed Hwy 33 medians. He advised that Casey Garcia would be honored as Firefighter of the year on April 13<sup>th</sup> at the Veteran's Hall. Lastly, he mentioned that 2016's Miss May Day was Gustine's Alexandria Lopes.

## **CLOSED SESSION**

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- 1. CONFERENCE WITH REAL PROPERTY NEGOTIATOR- Pursuant to Government Code Section 54956.8 Agency Negotiator: City Manager; Property: Assessor's Parcel No. 020-250-004; Negotiating Parties: Pacific Gas & Electric; Under negotiation: Price and terms of payment**

Council returned to open session and advised that there was no reportable action.

## **ADJOURNMENT**

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Mayor Pro Tem Oliveira moved to adjourn the meeting. The motion was seconded by Council member Nagy. The meeting adjourned at 8:35 P.M.

**ATTEST:**

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**CITY CLERK**

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**MAYOR BRAZIL**



# Warrant List

## By Vendor Name

Post Dates 4/6/2016 - 4/19/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: A &amp; A PORTABLES INC</b>				
A & A PORTABLES INC	I-647490	41050	OPEN GYM PORTABLES	55.65
<b>Vendor A &amp; A PORTABLES INC Total:</b>				<b>55.65</b>
<b>Vendor: A+ CORDEIRO PLUMBING</b>				
A+ CORDEIRO PLUMBING	2645	41051	SEWER REPAIR	125.00
A+ CORDEIRO PLUMBING	2664	41051	CITY STORM LINE	180.00
A+ CORDEIRO PLUMBING	2690	41051	GOMAN CENTER REPAIR	183.50
<b>Vendor A+ CORDEIRO PLUMBING Total:</b>				<b>488.50</b>
<b>Vendor: ACE HARDWARE OF GUSTINE</b>				
ACE HARDWARE OF GUSTI	308558	41052	TOOLS	34.55
ACE HARDWARE OF GUSTI	308736	41052	RADIATOR SEAL	2.47
ACE HARDWARE OF GUSTI	308740	41052	PW SUPPLIES	21.91
ACE HARDWARE OF GUSTI	308842	41052	PW SUPPLIES	15.09
ACE HARDWARE OF GUSTI	308848	41052	PW SUPPLIES	25.91
ACE HARDWARE OF GUSTI	308857	41052	PW SUPPLIES	6.46
ACE HARDWARE OF GUSTI	308864	41052	PW SUPPLIES	29.13
ACE HARDWARE OF GUSTI	308875	41052	PW SUPPLIES	21.59
ACE HARDWARE OF GUSTI	308876	41052	PW SUPPLIES	29.13
ACE HARDWARE OF GUSTI	308879	41052	PW SUPPLIES	1.07
ACE HARDWARE OF GUSTI	308880	41052	PW SUPPLIES	14.64
ACE HARDWARE OF GUSTI	308886	41052	BULBS	43.11
ACE HARDWARE OF GUSTI	308890	41052	PW SUPPLIES - RETURN	-35.61
ACE HARDWARE OF GUSTI	308906	41052	PW SUPPLIES	0.55
ACE HARDWARE OF GUSTI	308946	41052	POOL SUPPLIES	59.36
ACE HARDWARE OF GUSTI	308962	41052	PW SUPPLIES	6.47
ACE HARDWARE OF GUSTI	308968	41052	DRAIN CLEANER	8.63
ACE HARDWARE OF GUSTI	309278	41052	SAFETY SUPPLIES	7.01
ACE HARDWARE OF GUSTI	309353	41052	PW SUPPLIES	5.93
ACE HARDWARE OF GUSTI	309376	41052	PW SUPPLIES	0.85
ACE HARDWARE OF GUSTI	309390	41052	TOOLS	43.19
ACE HARDWARE OF GUSTI	309572	41052	LIGHT REPAIR	45.11
ACE HARDWARE OF GUSTI	309574	41052	LIGHTS RETURN	-10.81
ACE HARDWARE OF GUSTI	310013	41052	PW SUPPLIES	11.10
ACE HARDWARE OF GUSTI	310055	41052	PW SUPPLIES	2.69
ACE HARDWARE OF GUSTI	310163	41052	PW SUPPLIES	14.56
ACE HARDWARE OF GUSTI	310358	41052	PW SUPPLIES	9.70
ACE HARDWARE OF GUSTI	310878	41052	GRAFFITI	9.17
ACE HARDWARE OF GUSTI	310922	41052	SAFETY SUPPLIES	19.96
ACE HARDWARE OF GUSTI	311007	41052	PW SUPPLIES	1.03
ACE HARDWARE OF GUSTI	311086	41052	OIL	11.86
ACE HARDWARE OF GUSTI	311114	41052	CABLE TIES/ WW SUPPLIES	6.47
ACE HARDWARE OF GUSTI	311172	41052	KEY	2.15
ACE HARDWARE OF GUSTI	311233	41052	PW SUPPLIES	10.79
ACE HARDWARE OF GUSTI	311272	41052	LOCK	19.43
ACE HARDWARE OF GUSTI	311449	41052	SAFETY SUPPLIES	17.26
ACE HARDWARE OF GUSTI	311461	41052	SUPPLIES	9.71
<b>Vendor ACE HARDWARE OF GUSTINE Total:</b>				<b>521.62</b>

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: ALHAMBRA &amp; SIERRA SPRINGS</b>				
ALHAMBRA & SIERRA SPRI	12652410 31116	41055	WWPLANT WATER	42.80
<b>Vendor ALHAMBRA &amp; SIERRA SPRINGS Total:</b>				<b>42.80</b>
<b>Vendor: AMERIPRIDE</b>				
AMERIPRIDE	1501581789	41056	FD CLEANING	61.93
<b>Vendor AMERIPRIDE Total:</b>				<b>61.93</b>
<b>Vendor: AOPA</b>				
AOPA	C1603MNEXPC	41057	AOPA MEMBERSHIP	99.00
<b>Vendor AOPA Total:</b>				<b>99.00</b>
<b>Vendor: APPLGATE TEEPLES DRILLING CO. INC</b>				
APPLGATE TEEPLES DRILL	13470	41058	WW LINE REPAIR/ SERVIC	2,125.00
<b>Vendor APPLGATE TEEPLES DRILLING CO. INC Total:</b>				<b>2,125.00</b>
<b>Vendor: ARAMARK UNIFORM SERVICES INC</b>				
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	3.33
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	3.31
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	6.65
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	13.97
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	27.27
ARAMARK UNIFORM SERV	634456084	41059	PW UNIFORMS	5.99
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	634470579	41059	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	3.36
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	3.36
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	6.04
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	14.10
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	27.53
ARAMARK UNIFORM SERV	634484959	41059	PW UNIFORMS	6.04
<b>Vendor ARAMARK UNIFORM SERVICES INC Total:</b>				<b>155.77</b>
<b>Vendor: ASCENT AVIATION GROUP</b>				
ASCENT AVIATION GROUP	358868	41060	AIRPORT FUEL	30,219.69
<b>Vendor ASCENT AVIATION GROUP Total:</b>				<b>30,219.69</b>
<b>Vendor: BAKER SUPPLIES AND REPAIRS</b>				
BAKER SUPPLIES AND REP	19949	41061	WEEDEATER SUPPLIES	75.60
BAKER SUPPLIES AND REP	20091	41061	GATOR REPAIR	1,634.89
BAKER SUPPLIES AND REP	20253	41061	TRIMMER LINE	97.20
<b>Vendor BAKER SUPPLIES AND REPAIRS Total:</b>				<b>1,807.69</b>
<b>Vendor: CALIFORNIA BUILDING STANDARDS COMMI</b>				
CALIFORNIA BUILDING ST	JAN-MARCH 2016	41062	SB1473 REPORT JANUARY	39.60
<b>Vendor CALIFORNIA BUILDING STANDARDS COMMI Total:</b>				<b>39.60</b>
<b>Vendor: CALIFORNIA STATE DISBURSEMENT UNIT</b>				
CALIFORNIA STATE DISBU	PR- 4/2/16	41063	PAYROLL DEDUCTION	242.30
<b>Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:</b>				<b>242.30</b>
<b>Vendor: CENTRAL SANITARY SUPPLY</b>				
CENTRAL SANITARY SUPPL	683657	41064	JANITORIAL SUPPLIES	468.48
CENTRAL SANITARY SUPPL	683660	41064	JANITORIAL SUPPLIES	47.69

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
CENTRAL SANITARY SUPPL	CM11992	41064	CREDIT RETURNED VACU	-196.25
<b>Vendor CENTRAL SANITARY SUPPLY Total:</b>				<b>319.92</b>
<b>Vendor: CITY OF GUSTINE</b>				
CITY OF GUSTINE	APRIL 2016	41065	BORRELLI WATER	41.56
<b>Vendor CITY OF GUSTINE Total:</b>				<b>41.56</b>
<b>Vendor: COOK'S COMMUNICATIONS</b>				
COOK'S COMMUNICATIO	127520	41066	FD SUPPLIES	73.74
COOK'S COMMUNICATIO	127830	41066	FD SUPPLIES	19.16
<b>Vendor COOK'S COMMUNICATIONS Total:</b>				<b>92.90</b>
<b>Vendor: CSG CONSULTING - PRECISION</b>				
CSG CONSULTING - PRECIS	7129	41067	PERMIT ISSUANCE	2,383.32
<b>Vendor CSG CONSULTING - PRECISION Total:</b>				<b>2,383.32</b>
<b>Vendor: DAVID JAMES FRANCIS</b>				
DAVID JAMES FRANCIS	1018	41068	AIRPORT BULBS / RUNWA	188.51
<b>Vendor DAVID JAMES FRANCIS Total:</b>				<b>188.51</b>
<b>Vendor: DENAIR LUMBER COMPANY, INC</b>				
DENAIR LUMBER COMPAN	84663	41069	BACKSTOP SUPPLIES	997.46
<b>Vendor DENAIR LUMBER COMPANY, INC Total:</b>				<b>997.46</b>
<b>Vendor: DENNIS BRAZIL</b>				
DENNIS BRAZIL	DB REIMB SMART & FINAL	41070	REIMB INDEP DAY IN PARK	81.05
<b>Vendor DENNIS BRAZIL Total:</b>				<b>81.05</b>
<b>Vendor: DEPT OF CONSERVATION</b>				
DEPT OF CONSERVATION	JANUARY - MARCH 2016	41071	STRONG MOTION FEE REP	30.95
<b>Vendor DEPT OF CONSERVATION Total:</b>				<b>30.95</b>
<b>Vendor: DICK FORD'S TRACTOR REPAIR</b>				
DICK FORD'S TRACTOR RE	139739	41072	OIL / STORMWATER PUM	106.70
DICK FORD'S TRACTOR RE	139855	41072	PW SUPPLIES	12.81
<b>Vendor DICK FORD'S TRACTOR REPAIR Total:</b>				<b>119.51</b>
<b>Vendor: DIVERSIFIED RISK/HUB INTERNATIONAL</b>				
DIVERSIFIED RISK/HUB INT	MARCH 2016	41073	INSURANCE MARCH 2016	482.32
<b>Vendor DIVERSIFIED RISK/HUB INTERNATIONAL Total:</b>				<b>482.32</b>
<b>Vendor: DOMINGOS PONCEANO</b>				
DOMINGOS PONCEANO	1433	41074	JANITORIAL	400.00
DOMINGOS PONCEANO	1433	41074	JANITORIAL	358.00
DOMINGOS PONCEANO	1433	41074	JANITORIAL	450.00
<b>Vendor DOMINGOS PONCEANO Total:</b>				<b>1,208.00</b>
<b>Vendor: E &amp; M ELECTRIC CO.</b>				
E & M ELECTRIC CO.	78948	41075	LIGHTING REPAIR	323.09
E & M ELECTRIC CO.	78963	41075	VFD WW PUMPS	400.00
E & M ELECTRIC CO.	78985	41075	AERATOR SERVICE	520.00
<b>Vendor E &amp; M ELECTRIC CO. Total:</b>				<b>1,243.09</b>
<b>Vendor: FAR WEST LABORATORIES, INC.</b>				
FAR WEST LABORATORIES,	81717	41076	WATER ANALYSIS	290.00
<b>Vendor FAR WEST LABORATORIES, INC. Total:</b>				<b>290.00</b>
<b>Vendor: FRANCHISE TAX BOARD</b>				
FRANCHISE TAX BOARD	PR- 4/2/16	41077	PAYROLL DEDUCTION CAS	190.00
<b>Vendor FRANCHISE TAX BOARD Total:</b>				<b>190.00</b>
<b>Vendor: G&amp;K SERVICES</b>				
G&K SERVICES	1057229865	41078	PW UNIFORMS	2.32
G&K SERVICES	1057229865	41078	PW UNIFORMS	2.32
G&K SERVICES	1057229865	41078	PW UNIFORMS	4.63
G&K SERVICES	1057229865	41078	PW UNIFORMS	4.17

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
G&K SERVICES	1057229865	41078	PW UNIFORMS	9.73
G&K SERVICES	1057229865	41078	PW UNIFORMS	19.00
G&K SERVICES	1057229865	41078	PW UNIFORMS	4.17
G&K SERVICES	1057245881	41078	PW UNIFORMS	2.43
G&K SERVICES	1057245881	41078	PW UNIFORMS	2.44
G&K SERVICES	1057245881	41078	PW UNIFORMS	4.87
G&K SERVICES	1057245881	41078	PW UNIFORMS	4.38
G&K SERVICES	1057245881	41078	PW UNIFORMS	10.22
G&K SERVICES	1057245881	41078	PW UNIFORMS	19.96
G&K SERVICES	1057245881	41078	PW UNIFORMS	4.38
G&K SERVICES	1057248566	41078	PW UNIFORMS	2.43
G&K SERVICES	1057248566	41078	PW UNIFORMS	2.44
G&K SERVICES	1057248566	41078	PW UNIFORMS	4.87
G&K SERVICES	1057248566	41078	PW UNIFORMS	4.38
G&K SERVICES	1057248566	41078	PW UNIFORMS	10.22
G&K SERVICES	1057248566	41078	PW UNIFORMS	19.96
G&K SERVICES	1057248566	41078	PW UNIFORMS	4.38
<b>Vendor G&amp;K SERVICES Total:</b>				<b>143.70</b>
<b>Vendor: GEORGE OSNER, AICP URBAN PLANNING</b>				
GEORGE OSNER, AICP URB	040416 FEIHE	41079	PLAN REVIEW FEIHE	1,140.00
GEORGE OSNER, AICP URB	040416 KATAKIS	41079	KATAKIS PLANNING	30.00
<b>Vendor GEORGE OSNER, AICP URBAN PLANNING Total:</b>				<b>1,170.00</b>
<b>Vendor: GILTON SOLID WASTE MANAGEMENT INC</b>				
GILTON SOLID WASTE MA	MAY 2016 BINS	41080	TRASH BIN	244.76
GILTON SOLID WASTE MA	MAY 2016	41080	REFUSE SERVICE	32,817.76
<b>Vendor GILTON SOLID WASTE MANAGEMENT INC Total:</b>				<b>33,062.52</b>
<b>Vendor: GOUVEIA ENGINEERING INC</b>				
GOUVEIA ENGINEERING I	5050	41081	PW GEN PROJECTS	63.00
GOUVEIA ENGINEERING I	5050	41081	PW GEN PROJECTS	63.00
GOUVEIA ENGINEERING I	5051	41081	STREETS ASSESSMENT	110.25
GOUVEIA ENGINEERING I	5052	41081	CONSTRUCT ROUNDABOU	1,323.75
GOUVEIA ENGINEERING I	5053	41081	CONTRUCT HWY 33/140 B	67.50
GOUVEIA ENGINEERING I	5054	41081	HSIP MEDIAN	2,705.00
GOUVEIA ENGINEERING I	5055	41081	SCHMIDT PARK CLASS 1 T	1,456.25
GOUVEIA ENGINEERING I	5056	41081	CONSTRUCT ROUNDABOU	1,771.88
GOUVEIA ENGINEERING I	5057	41081	AIRPORT	135.00
GOUVEIA ENGINEERING I	5058	41081	FEIHE MAP REVIEW	152.25
GOUVEIA ENGINEERING I	5059	41081	FEIHE PLAN REVIEW	4,873.31
GOUVEIA ENGINEERING I	5060	41081	AIRPORT CONSULT	401.63
GOUVEIA ENGINEERING I	5061	41081	FAA GRANT	2,433.38
<b>Vendor GOUVEIA ENGINEERING INC Total:</b>				<b>15,556.20</b>
<b>Vendor: GUERRERO'S TIRE &amp; AUTO REPAIR</b>				
GUERRERO'S TIRE & AUTO	02122016	41082	TIRE REPAIR	26.80
GUERRERO'S TIRE & AUTO	02292016	41082	TIRE REPAIRS	10.00
<b>Vendor GUERRERO'S TIRE &amp; AUTO REPAIR Total:</b>				<b>36.80</b>
<b>Vendor: HOWK SYSTEMS</b>				
HOWK SYSTEMS	0320280-IN	41083	WELL 7 EMERGENCY REPA	27,796.13
<b>Vendor HOWK SYSTEMS Total:</b>				<b>27,796.13</b>
<b>Vendor: IEH-JL ANALYTICAL</b>				
IEH-JL ANALYTICAL	369955	41084	WW ANALYSIS	144.00
IEH-JL ANALYTICAL	370497	41084	WW ANALYSIS	144.00
<b>Vendor IEH-JL ANALYTICAL Total:</b>				<b>288.00</b>

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: INFOSEND BILLING</b>				
INFOSEND BILLING	104061	41085	UTILITY BILLING	723.96
INFOSEND BILLING	104061	41085	UTILITY BILLING	26.43
INFOSEND BILLING	104061	41085	UTILITY BILLING	179.69
INFOSEND BILLING	104061	41085	UTILITY BILLING	179.69
INFOSEND BILLING	104061	41085	UTILITY BILLING	142.70
<b>Vendor INFOSEND BILLING Total:</b>				<b>1,252.47</b>
<b>Vendor: LINCOLN EQUIPMENT</b>				
LINCOLN EQUIPMENT	SI287114	41086	POOL CHLORINE	4,020.66
<b>Vendor LINCOLN EQUIPMENT Total:</b>				<b>4,020.66</b>
<b>Vendor: MATTOS NEWSPAPERS INC</b>				
MATTOS NEWSPAPERS IN	CW0331003	41087	PD CLASSIFIED EMPLOYM	64.00
MATTOS NEWSPAPERS IN	PI0303056	41087	ADS FOR REC MISC	75.00
MATTOS NEWSPAPERS IN	PI0308029	41087	ADS FOR REC MISC	63.12
MATTOS NEWSPAPERS IN	PI0310038	41087	RECREADTION EVENTS AD	126.24
MATTOS NEWSPAPERS IN	PI0324404	41087	PUBLIC HEARING VACANT	45.12
MATTOS NEWSPAPERS IN	PI0324404	41087	PUBLIC HEARING VACANT	14.40
MATTOS NEWSPAPERS IN	PI0324404	41087	PUBLIC HEARING VACANT	24.96
MATTOS NEWSPAPERS IN	PI0324404	41087	PUBLIC HEARING VACANT	11.52
<b>Vendor MATTOS NEWSPAPERS INC Total:</b>				<b>424.36</b>
<b>Vendor: MID VALLEY AGRICULTURAL SERV. INC</b>				
MID VALLEY AGRICULTUR	1289550	41088	WEED ABATEMENT MATE	132.23
MID VALLEY AGRICULTUR	1289550	41088	WEED ABATEMENT MATE	105.78
MID VALLEY AGRICULTUR	1289550	41088	WEED ABATEMENT MATE	264.45
MID VALLEY AGRICULTUR	1289550	41088	WEED ABATEMENT MATE	26.44
MID VALLEY AGRICULTUR	1290474	41088	PW WEED ABATEMENT	486.18
MID VALLEY AGRICULTUR	1290474	41088	PW WEED ABATEMENT	388.94
MID VALLEY AGRICULTUR	1290474	41088	PW WEED ABATEMENT	972.36
MID VALLEY AGRICULTUR	1290474	41088	PW WEED ABATEMENT	97.24
<b>Vendor MID VALLEY AGRICULTURAL SERV. INC Total:</b>				<b>2,473.62</b>
<b>Vendor: MODERN WILDLIFE SOLUTIONS</b>				
MODERN WILDLIFE SOLUT	4309	41089	PEST MANAGEMENT / SC	300.00
<b>Vendor MODERN WILDLIFE SOLUTIONS Total:</b>				<b>300.00</b>
<b>Vendor: OPERATING ENGINEERS LOCAL #3</b>				
OPERATING ENGINEERS L	PR- 4/2/16	41090	PAYROLL DEDUCTIONS	90.00
OPERATING ENGINEERS L	PR- 4/2/2016	41090	PAYROLL DEDUCTIONS	192.00
<b>Vendor OPERATING ENGINEERS LOCAL #3 Total:</b>				<b>282.00</b>
<b>Vendor: P G &amp; E</b>				
P G & E	ELECTRIC 03302016	41091	ELECTRIC LINDEN & BONIT	10.98
<b>Vendor P G &amp; E Total:</b>				<b>10.98</b>
<b>Vendor: PITNEY BOWES</b>				
PITNEY BOWES	636627	41092	POSTAGE MACHINE	2.46
PITNEY BOWES	636627	41092	POSTAGE MACHINE	0.63
PITNEY BOWES	636627	41092	POSTAGE MACHINE	9.23
PITNEY BOWES	636627	41092	POSTAGE MACHINE	9.23
PITNEY BOWES	636627	41092	POSTAGE MACHINE	9.23
<b>Vendor PITNEY BOWES Total:</b>				<b>30.78</b>
<b>Vendor: PIZZA FACTORY</b>				
PIZZA FACTORY	MARCH 2016	41093	SOFTBALL - BASEBALL CLI	120.00
<b>Vendor PIZZA FACTORY Total:</b>				<b>120.00</b>

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: POLICE OFFICERS ASSOC</b>				
POLICE OFFICERS ASSOC	PR- 4/2/16	41094	PAYROLL DEDUCTIONS	420.00
<b>Vendor POLICE OFFICERS ASSOC Total:</b>				<b>420.00</b>
<b>Vendor: PUBLIC EMP RETIREMENT SYSTEM</b>				
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	48.57
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	27.39
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	34.25
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	23.83
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	235.27
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	185.16
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	24.28
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	89.58
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	75.52
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	29.75
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	37.98
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	199.92
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	5.52
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	55.52
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	24.28
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	22.10
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	149.73
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	9.71
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	14.93
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	9.94
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	27.89
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	155.41
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	212.24
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	66.29
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	583.88
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	150.55
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	152.68
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	66.29
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	664.20
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	24.28
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	22.39
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	39.69
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	11.05
PUBLIC EMP RETIREMENT	100000014718805	2034	RETIREMENT CONTRIB.- F	34.93
PUBLIC EMP RETIREMENT	100000014718815	2035	RETIREMENT CONTRIB.-FY	7,631.47
PUBLIC EMP RETIREMENT	100000014718815	2035	RETIREMENT CONTRIB.-FY	651.65
PUBLIC EMP RETIREMENT	100000014718815	2035	RETIREMENT CONTRIB.-FY	130.12
PUBLIC EMP RETIREMENT	100000014718815	2035	RETIREMENT CONTRIB.-FY	55.76
<b>Vendor PUBLIC EMP RETIREMENT SYSTEM Total:</b>				<b>11,984.00</b>
<b>Vendor: QUICK PC SUPPORT</b>				
QUICK PC SUPPORT	11615	41095	PD MONTHLY I.T. SUPPOR	945.00
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	21.70
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	21.70
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	108.50
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	32.55
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	32.55
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	21.70
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	32.55
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	162.75

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	217.00
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	217.00
QUICK PC SUPPORT	11616	41095	I.T. SUPPORT	217.00
QUICK PC SUPPORT	11617	41095	PD MONTHLY ONLINE BAC	145.00
<b>Vendor QUICK PC SUPPORT Total:</b>				<b>2,175.00</b>
<b>Vendor: R &amp; S ERECTION</b>				
R & S ERECTION	51380	41096	AIRPORT GATE REPAIR	277.50
<b>Vendor R &amp; S ERECTION Total:</b>				<b>277.50</b>
<b>Vendor: RABOBANK, CARDMEMBER SERVICES</b>				
RABOBANK, CARDMEMBE	040516 DD HAMPTON	41097	DD TRAINING / TRAVEL	475.48
RABOBANK, CARDMEMBE	040516 DD SAFETY SUPPL	41097	PD KEY CHAINS	332.17
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	0.83
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	0.83
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	4.17
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	1.24
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	1.24
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	0.83
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	1.24
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	6.22
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	8.29
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	8.29
RABOBANK, CARDMEMBE	040516 FEES	41097	DEPT FEES	8.29
RABOBANK, CARDMEMBE	040516 JW AMAZON CITY	41097	NAMEPLATES	21.68
RABOBANK, CARDMEMBE	040516 JW AMAZON	41097	CITY HALL BUILDING BLIN	23.71
RABOBANK, CARDMEMBE	040516 KR AMAZON AIKID	41097	REC SUPPLIES	156.91
RABOBANK, CARDMEMBE	040516 KR AMAZON REC	41097	RECREATION - AIKIDO	105.60
RABOBANK, CARDMEMBE	040516 KR AMAZON	41097	PLANNING STAMPS	17.26
RABOBANK, CARDMEMBE	040516 KR CITY HALL FLA	41097	CITY HALL FLAG	59.80
<b>Vendor RABOBANK, CARDMEMBER SERVICES Total:</b>				<b>1,234.08</b>
<b>Vendor: RAZZARI AUTO CENTER</b>				
RAZZARI AUTO CENTER	FORD 150 TRUCK PW	41098	PW TRUCK FORD F-150	23,118.75
RAZZARI AUTO CENTER	FORD 250 TRUCK PW	41098	PW TRUCK FORD F-250	31,673.75
<b>Vendor RAZZARI AUTO CENTER Total:</b>				<b>54,792.50</b>
<b>Vendor: ROCHA BACKHOE SERVICE INC</b>				
ROCHA BACKHOE SERVICE	1103	41099	WW DRAIN WORK	180.00
<b>Vendor ROCHA BACKHOE SERVICE INC Total:</b>				<b>180.00</b>
<b>Vendor: SAN JOAQUIN VALLEY UNIFIED AIR POLL</b>				
SAN JOAQUIN VALLEY UNI	N115131	41100	WELL 1 GENERATOR PER	123.00
SAN JOAQUIN VALLEY UNI	N155132	41100	WW PLANT GENERATOR P	123.00
<b>Vendor SAN JOAQUIN VALLEY UNIFIED AIR POLL Total:</b>				<b>246.00</b>
<b>Vendor: SWRCB - OPERATOR CERTIFICATION (STATE WATER RESOURCES CONTROL BD)</b>				
SWRCB - OPERATOR CERTI	DAVENPORT LIC FEE	41102	WW LICENSE FEE / DAVEN	300.00
SWRCB - OPERATOR CERTI	JB OPPERATOR IN TRAININ	41101	FEE WW OIT / JOSH BROW	170.00
SWRCB - OPERATOR CERTI	LW-1005958	41103	WW PLANT PERMIT FEES	1,268.37
<b>Vendor SWRCB - OPERATOR CERTIFICATION (STATE WATER RESOURCES CONTROL BD) Total:</b>				<b>1,738.37</b>
<b>Vendor: TECHNICAL FABRICATION</b>				
TECHNICAL FABRICATION	13400	41104	FD KITCHEN REMODEL	432.00
<b>Vendor TECHNICAL FABRICATION Total:</b>				<b>432.00</b>
<b>Vendor: TERMINIX INTERNATIONAL</b>				
TERMINIX INTERNATIONA	353364742	41105	ANIMAL CONTROL / PEST	35.00
TERMINIX INTERNATIONA	353411438	41105	GOMAN / PEST CONTROL	62.00
TERMINIX INTERNATIONA	353607704	41105	PEST CONTROL	40.00

## Warrant List

Post Dates: 4/6/2016 - 4/19/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
TERMINIX INTERNA	353695800	41105	PEST CONTROL	34.00
<b>Vendor TERMINIX INTERNATIONAL Total:</b>				<b>171.00</b>
<b>Vendor: TESEI PETROLEUM</b>				
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	58.08
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	447.97
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	41.33
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	147.84
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	31.70
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	154.70
TESEI PETROLEUM	50831	41106	FUEL FD/PD/PW VEHICLE	155.24
<b>Vendor TESEI PETROLEUM Total:</b>				<b>1,036.86</b>
<b>Vendor: THE OFFICE CITY</b>				
THE OFFICE CITY	IN-1347617	41107	PD SUPPLIES	57.83
<b>Vendor THE OFFICE CITY Total:</b>				<b>57.83</b>
<b>Vendor: U S POST OFFICE</b>				
U S POST OFFICE	INDEP DAY PO BOX	41108	INDEP DAY IN THE PARK P	70.00
<b>Vendor U S POST OFFICE Total:</b>				<b>70.00</b>
<b>Vendor: USA BLUE BOOK</b>				
USA BLUE BOOK	916494	41109	WW SUPPLIES	202.58
<b>Vendor USA BLUE BOOK Total:</b>				<b>202.58</b>
<b>Vendor: WASHINGTON STATE SUPPORT REGISTRY</b>				
WASHINGTON STATE SUP	PR- 4/2/16	41110	PAYROLL DEDUCTION	142.71
<b>Vendor WASHINGTON STATE SUPPORT REGISTRY Total:</b>				<b>142.71</b>
<b>Vendor: WESTSIDE WELDING &amp; RADIATOR</b>				
WESTSIDE WELDING & RA	9676	41111	WW PARTS	230.23
<b>Vendor WESTSIDE WELDING &amp; RADIATOR Total:</b>				<b>230.23</b>
<b>Vendor: WOLFSEN'S MEAT &amp; SAUSAGE</b>				
WOLFSEN'S MEAT & SAUS	0001594	41112	INDEP DAY IN PARK - PAST	826.92
<b>Vendor WOLFSEN'S MEAT &amp; SAUSAGE Total:</b>				<b>826.92</b>
<b>Grand Total:</b>				<b>206,713.94</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	24,512.72
009 - COMMUNITY CENTER FUND	1,166.16
016 - SWIM POOL FUND	4,169.92
017 - CITY WIDE LIGHTING & LAND	375.15
019 - RECREATION FUND	867.50
020 - SURFACE TRANS SERV FUND	7,324.38
021 - ST/SIDEWALK MAINT	374.87
024 - COPS GRANT	651.65
034 - FIRE SERVICE FUND	432.00
035 - PUBLIC FACILITIES FUND	54,792.50
047 - FIREWORKS	70.00
059 - STORM DRAIN	518.77
060 - WATER FUND	4,473.87
061 - SEWER FUND	8,990.52
062 - REFUSE	33,524.88
063 - AIRPORT FUND	33,964.06
066 - WATER CAPITAL	27,796.13
074 - ASSESS - BORRELLI	41.56
093 - INSURANCE TRUST FUND	482.32
095 - INDEPENDENCE DAY IN PARK	907.97
099 - PAYROLL TRUST FUND	1,277.01
<b>Grand Total:</b>	<b>206,713.94</b>

## Account Summary

Account Number	Account Name	Payment Amount
001-0000-430.041-00	PLANNING DEPOSIT (PR	6,195.56
001-0110-520.010-00	DEPT OPERATING SUPPL	22.51
001-0110-530.201-00	OTHER CONTRACT SERVI	21.70
001-0120-510.000-00	PERS	48.57
001-0140-510.000-00	PERS	27.39
001-0140-520.010-00	DEPT OPERATING SUPPL	0.83
001-0140-530.014-00	POSTAGE	726.42
001-0140-530.201-00	OTHER CONTRACT SERVI	48.13
001-0142-510.000-00	PERS	34.25
001-0142-530.030-00	ADVERTISING	45.12
001-0150-510.000-00	PERS	23.83
001-0150-520.010-00	DEPT OPERATING SUPPL	83.51
001-0150-520.011-00	UNIFORM ALLOWANCE	14.98
001-0150-520.040-00	FUEL	58.08
001-0150-530.201-00	OTHER CONTRACT SERVI	434.00
001-0210-510.000-00	PERS	7,866.74
001-0210-520.000-00	OFFICE SUPPLIES	57.83
001-0210-520.010-00	DEPT OPERATING SUPPL	4.17
001-0210-520.040-00	FUEL	447.97
001-0210-530.030-00	ADVERTISING	64.00
001-0210-530.089-00	COMMUNITY PROMOTI	332.17
001-0210-530.091-00	MEETINGS & TRAINING	475.48
001-0210-530.201-00	OTHER CONTRACT SERVI	1,556.50
001-0220-520.010-00	DEPT OPERATING SUPPL	154.83
001-0220-520.040-00	FUEL	41.33
001-0230-510.000-00	PERS	185.16
001-0230-530.201-00	OTHER CONTRACT SERVI	75.00
001-0410-510.000-00	PERS	24.28
001-0410-520.010-00	DEPT OPERATING SUPPL	17.26
001-0410-530.009-00	OTHER PROFESSIONAL S	70.55
001-0410-530.094-00	PLANNING/CONSTRUCT	2,383.32
001-0610-510.000-00	PERS	89.58

## Account Summary

Account Number	Account Name	Payment Amount
001-0610-520.010-00	DEPT OPERATING SUPPL	2,173.23
001-0610-520.011-00	UNIFORM ALLOWANCE	14.97
001-0610-520.030-00	MOTOR VEHICLE EXPEN	1.03
001-0610-530.072-00	OTHER EQUIPMENT REP	36.80
001-0610-530.201-00	OTHER CONTRACT SERVI	655.64
009-0150-510.000-00	PERS	75.52
009-0150-520.010-00	DEPT OPERATING SUPPL	89.75
009-0150-520.040-00	FUEL	147.84
009-0150-530.201-00	OTHER CONTRACT SERVI	853.05
016-0613-510.000-00	PERS	29.75
016-0613-520.010-00	DEPT OPERATING SUPPL	4,118.47
016-0613-530.201-00	OTHER CONTRACT SERVI	21.70
017-0120-510.000-00	PERS	37.98
017-0270-520.010-00	DEPT OPERATING SUPPL	75.60
017-0610-510.000-00	PERS	199.92
017-0610-520.011-00	UNIFORM ALLOWANCE	29.95
017-0610-520.040-00	FUEL	31.70
019-0142-510.000-00	PERS	5.52
019-0613-510.000-00	PERS	55.52
019-0613-520.010-00	DEPT OPERATING SUPPL	453.90
019-0613-530.030-00	ADVERTISING	264.36
019-0613-530.201-00	OTHER CONTRACT SERVI	88.20
020-0310-530.009-00	OTHER PROFESSIONAL S	7,324.38
021-0120-510.000-00	PERS	24.28
021-0142-510.000-00	PERS	22.10
021-0310-510.000-00	PERS	149.73
021-0310-520.010-00	DEPT OPERATING SUPPL	41.56
021-0310-520.011-00	UNIFORM ALLOWANCE	26.95
021-0310-530.009-00	OTHER PROFESSIONAL S	110.25
024-0210-510.000-00	PERS	651.65
034-0220-540.011-00	BUILDING	432.00
035-0520-540.021-00	IMPROV OTHER THAN B	54,792.50
047-0704-530.201-00	OTHER CONTRACT SERVI	70.00
059-0120-510.000-00	PERS	9.71
059-0140-510.000-00	PERS	14.93
059-0140-530.014-00	POSTAGE	0.63
059-0142-510.000-00	PERS	9.94
059-0730-510.000-00	PERS	27.89
059-0730-520.010-00	DEPT OPERATING SUPPL	112.92
059-0730-530.201-00	OTHER CONTRACT SERVI	342.75
060-0120-510.000-00	PERS	155.41
060-0140-510.000-00	PERS	212.24
060-0140-530.014-00	POSTAGE	9.23
060-0140-530.201-00	OTHER CONTRACT SERVI	179.69
060-0142-510.000-00	PERS	66.29
060-0142-530.030-00	ADVERTISING	14.40
060-0210-510.000-00	PERS	130.12
060-0710-510.000-00	PERS	583.88
060-0710-520.010-00	DEPT OPERATING SUPPL	566.16
060-0710-520.011-00	UNIFORM ALLOWANCE	62.88
060-0710-520.040-00	FUEL	154.70
060-0710-530.009-00	OTHER PROFESSIONAL S	63.00
060-0710-530.060-00	ELECTRIC	10.98
060-0710-530.072-00	OTHER EQUIPMENT REP	1,634.89
060-0710-530.094-00	LICENSES & PERMIT FEE	123.00
060-0710-530.201-00	OTHER CONTRACT SERVI	507.00
061-0120-510.000-00	PERS	150.55
061-0140-510.000-00	PERS	152.68

Account Summary

Account Number	Account Name	Payment Amount
061-0140-530.014-00	POSTAGE	9.23
061-0140-530.201-00	OTHER CONTRACT SERVI	179.69
061-0142-510.000-00	PERS	66.29
061-0142-530.030-00	ADVERTISING	24.96
061-0210-510.000-00	PERS	55.76
061-0520-510.000-00	PERS	664.20
061-0520-520.010-00	DEPT OPERATING SUPPL	1,742.90
061-0520-520.011-00	UNIFORM ALLOWANCE	122.79
061-0520-520.030-00	MOTOR VEHICLE EXPEN	11.86
061-0520-520.040-00	FUEL	155.24
061-0520-530.009-00	OTHER PROFESSIONAL S	63.00
061-0520-530.072-00	OTHER EQUIPMENT REP	400.00
061-0520-530.094-00	LICENSES & PERMIT FEE	1,861.37
061-0520-530.201-00	OTHER CONTRACT SERVI	3,330.00
062-0120-510.000-00	PERS	24.28
062-0140-510.000-00	PERS	22.39
062-0140-530.014-00	POSTAGE	9.23
062-0140-530.201-00	OTHER CONTRACT SERVI	142.70
062-0142-530.030-00	ADVERTISING	11.52
062-0510-520.000-00	OFFICE SUPPLIES	8.29
062-0510-520.011-00	UNIFORM ALLOWANCE	26.95
062-0510-530.009-00	OTHER PROFESSIONAL S	33,062.52
062-0510-530.201-00	OTHER CONTRACT SERVI	217.00
063-0120-510.000-00	PERS	39.69
063-0142-510.000-00	PERS	11.05
063-0340-510.000-00	PERS	34.93
063-0340-520.010-00	DEPT OPERATING SUPPL	312.19
063-0340-520.016-00	AVIATION GASOLINE	30,219.69
063-0340-530.009-00	OTHER PROFESSIONAL S	2,970.01
063-0340-530.072-00	OTHER EQUIPMENT REP	277.50
063-0340-530.090-00	MEMBERSHIPS/SUBSCRI	99.00
066-0710-540.030-00	MACHINERY & EQUIPME	27,796.13
074-0610-530.059-00	WATER UTILITY	41.56
093-0000-220.070	INSURANCE TRUST	482.32
095-0180-520.010-00	DEPT OPERATING SUPPL	907.97
099-0000-220.071	POA DEDUCT PAYABLE	420.00
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	142.71
<b>Grand Total:</b>		<b>206,713.94</b>

Project Account Summary

Project Account Key	Payment Amount
**None**	206,713.94
<b>Grand Total:</b>	<b>206,713.94</b>





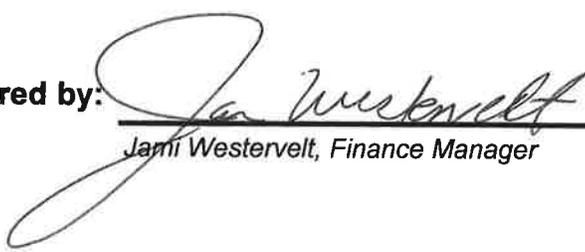
# TREASURER'S REPORT

Period Ending March 31, 2016

The following investment and cash information pertains to the period ending March 31, 2016:

<u>Institution</u>	<u>Acct#</u>	<u>Investment Type</u>	<u>Interest Rate</u>	<u>Balance</u>
<b>Investments</b>				
State of California LAIF	088-200.188	Pooled	0.506%	\$3,828,579.25
Raymond James	001-100.011	Liquid Account	0.010%	\$273,440.01
<i>Subtotal</i>				<b>\$4,102,019.26</b>
<b>Non Interest Bearing Items</b>				
Tri-Counties Bank	099-100.004	Payroll Account		\$149,909.48
Tri-Counties Bank	000-100.100	General Checking		\$650,303.64
<i>Subtotal</i>				<b>\$800,213.12</b>
<b>Total Cash and Investments</b>				<b>\$4,902,232.38</b>

Prepared by:

  
\_\_\_\_\_  
Jami Westervelt, Finance Manager



## COUNCIL AGENDA ITEM

APRIL 19, 2016

**PREPARED BY:** Deputy City Clerk Melanie Correa

**SUBJECT:** Consider Rejection of Claim

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### BACKGROUND/DISCUSSION

The City has received a claim from Donna Cardoza relating to damages incurred during a fall. The claimant is seeking damages which exceed \$25,000. The claim states that the damage resulted from a fall that occurred at the junction of the raised planter edge and curb in front of Perry's Pizza on 5<sup>th</sup> Street.

Claimants have six months to pursue the matter should the claim be rejected. The claim will then remain open and investigated until a determination of fault is made. The time period allows the claimant to further pursue the matter through litigation.

### FISCAL IMPACT

Claims against the City pose an impact on insurance premiums. Fiscal impact on these claims is not known.

### RECOMMENDATION

It is staff's recommendation that the claim be rejected and the attached notice Notice of Action Form F be mailed to the claimant.

### EXHIBITS

- A. Claim Form
- B. Notice of Action on Claim (Form F), Cardoza (Draft)

**APPROVED BY:**

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

SEAN SCULLY, CITY MANAGER

# CITY OF GUSTINE

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



## CLAIM FORM FORM B

(Please Type Or Print)



CLAIM AGAINST: City of Gustine

Claimant's Name: Donna K. Cardoza (Name of Entity)  
SS#: 484-40-1837

DOB: 09/23/1938

Claimant's address: P.O. Box 185, Stevinson, CA 95374

Address where notices about claim are to be sent, if different from above:

Date of incident/accident: October 12, 2015

Date injuries, damages, or losses were discovered: October 12, 2015

Location of incident/accident: Junction of sidewalk and parking area in front of Perry's Pizza, Main Street, Gustine.

What did entity or employee do to cause this loss damage or injury? Failed to repair or warn of dangerous change in elevation.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What are the names of the entity's employees who caused this injury, damage, or loss (if known)? Unknown.

What specific injuries, damages, or losses did claimant receive? See "Exhibit A" attached.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

What amount of money is claimant seeking or, if the amount is in excess of \$10,000, which is the appropriate court of jurisdiction. Note: If Superior and Municipal Courts are consolidated, you must represent whether it is a "limited civil case" [see Government Code 910(f)]  
Unlimited Civil Case (Damages Exceed \$25,000.00).

How was this amount calculated (please itemize)? Mecial billings well in excess of \$25,000.00; protracted general damages.

(Use back of this form or separate sheet if necessary to answer this question in detail.)

Date Signed:   
Representative's Name Alfred L. Whitehurst

Signature:   
Address: 654 K Steet, Los Banos, CA 93635

Telephone #: (209) 826-4911

Relationship to Claimant: Attorney

## EXHIBIT "A"

1. Massive head contusion;
2. Contused and lacerated right knee with swelling;
3. Contused and lacerated right elbow with swelling;
4. Emergency Ambulance service to Doctors Hospital Medical Center in Modesto because of risk of hemorrhage as a result of blood thinners;
5. Massive contusion of face including two black eyes;
6. Cervical disc injury resulting in anterior discectomy surgery;
7. Protracted course of physical therapy and recovery.

**LINNEMAN LAW, LLP**

654 K STREET  
P. O. BOX 1364  
LOS BANOS, CA 93635  
(209) 826-4911  
FAX (209) 826-4766

1820 MARGUERITE STREET  
P. O. BOX 156  
DOS PALOS, CA 93620  
(209) 392-2141  
FAX (209) 392-3964

DIANE V. RATHMANN  
ALFRED L. WHITEHURST  
THOMAS J. KEENE

GABRIEL A. DELGADO

EUGENE J. VIERRA, RETIRED

L. M. LINNEMAN (1902-1983)  
JOSEPH B. BURGESS (1902-1990)  
JAY H. WARD (1942-1995)  
C. E. VAN ATTA (1919-1997)  
JESS P. TELLES, JR. (1920-2004)  
JAMES E. LINNEMAN (1933-2015)

312 WEST 19<sup>TH</sup> STREET  
P. O. BOX 2263  
MERCED, CA 95344  
(209) 723-2137  
FAX (209) 723-0899

April 7, 2016

Reply to: **LOS BANOS OFFICE**

City of Gustine  
352 5<sup>th</sup> Street  
Gustine, CA 95322

**RE: Donna Cardoza  
Accident of October 12, 2015**

Dear Ladies and Gentlemen:

Attached please find the Claim Form B with respect to the above-referenced matter.

Should you have any questions, please do not hesitate to contact our office.

Very truly yours,

LINNEMAN LAW, LLP

By,   
Adriana Nordgreen, Secretary to  
ALFRED L. WHITEHURST

/an  
Enclosure

# CITY OF GUSTINE

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



## NOTICE OF ACTION ON CLAIM

### FORM F

Date: **April 19, 2016**

To: Donna Cardoza

Notice is hereby given that the Claim which you presented to the City of Gustine on the **4/6/16** was handled as circled below:

1. Rejected on **April 19, 2016**.
2. Allowed for full amount of Claim. A warrant for the full amount will be sent within \_\_\_\_\_ days from this notice.
3. Allowed in the amount of \$ \_\_\_\_\_ only, and rejected as to the balance. Please contact the person whose name appears at the bottom of this document within \_\_\_\_ days to arrange payment.
4. Rejected by operation of law on \_\_\_\_\_.

### WARNING

Subject to certain exceptions, you have six (6) months from the date this Notice of Action on Claim was personally delivered or deposited in the mail to file a court action on the Claim. (See Government Code Section 945.6)

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

This Notice of Action on Claim applies only to claims under state law and shall not extend any time limits as may be imposed upon the claimant(s) for pursuit of the claimant(s)' rights under federal laws, statutes, or other sources of rights of recovery in favor of claimant(s).

Please also be advised that pursuant to Sections 128.5 et seq. and 1038 of the California Code of Civil Procedure, the City of Gustine will seek to recover all costs of defense in the event a legal action is filed on the matter and it is determined that the action was not filed in good faith and with reasonable cause, or as well as any other sections or laws ensuring to the benefit of the City of Gustine, its officers, officials, employees, agents, or representatives.

### PROOF OF SERVICE

On \_\_\_\_\_, I served the within NOTICE OF ACTION ON CLAIM on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Gustine, California on \_\_\_\_\_.

SEAN SCULLY, CITY MANAGER  
Print Name

\_\_\_\_\_  
Signature



## COUNCIL AGENDA ITEM

### APRIL 19, 2016

**PREPARED BY:** Melanie Correa, Deputy City Clerk

**SUBJECT:** HSIP – State Route 140 Highway Medians Project Completion

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**BACKGROUND/DISCUSSION:**

On December 15th of 2015, the City Council awarded a contract to George Reed, Inc. for the construction of flushed and raised medians, concrete curb, stamped concrete, and thermoplastic striping and markings on Highway 33/140 around Harry Schmidt Park. The contract was awarded in the amount of \$106,176.65. 90% of the project was paid for through a HSIP grant. The City's portion of the match was 10% (\$10,617).

The project was deemed substantially complete by the City Engineer on March 30th. The final step in closing out the project is Council acceptance of the project, once the resolution (attached) is passed accepting the project staff will file a notice of completion, release the retention bond and close out the project file.

**RECOMMENDATION:**

City Council adopt the attached resolution, accepting completion of the project – State Route 140 Highway Medians, Project No. HSIPL-5230(005) to George Reed, Inc., P.O. Box 4760, Modesto, CA 95352.

**EXHIBITS:**

- A) Resolution 2015-XX
- B) Notice of Completion

**APPROVED BY:**

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

SEAN SCULLY, CITY MANAGER

**RESOLUTION NO. 2016-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE  
AUTHORIZING ACCEPTANCE OF THE STATE ROUTE 140 HIGHWAY MEDIANS,  
PROJECT NO. HSIPL-5230(005), AUTHORIZING THE CITY CLERK TO RECORD A  
NOTICE COMPLETION WITH MERCED COUNTY AND AUTHORIZING THE CITY  
MANAGER TO RELEASE PAYMENT AND PERFORMANCE BONDS AND TO  
MAKE FINAL PAYMENT OF RETENTION MONIES TO GEORGE REED, INC.**

**WHEREAS**, George Reed, Inc. has completed the work for the STATE ROUTE 140 HIGHWAY MEDIANS, PROJECT NO. HSIPL-5230(005); and

**WHEREAS**, the City Engineer has completed a final inspection and the work has been found to be in compliance with the plans and specifications; and

**WHEREAS**, the City Engineer recommends acceptance of the STATE ROUTE 140 HIGHWAY MEDIANS, PROJECT NO. HSIPL-5230(005); and

**WHEREAS**, upon approval of the final acceptance of the Project by the City Council, the City Clerk will record a Notice of Completion with Merced County and the City Manager will release Payment and Performance Bonds and the retention monies due the Contractor following the expiration of 35 days from the date of recordation of the Notice of Completion.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Gustine hereby:

1. Adopts a Resolution to accept the STATE ROUTE 140 HIGHWAY MEDIANS, PROJECT NO. HSIPL-5230(005), as completed by George Reed, Inc.
2. Authorizes the City Clerk to record a Notice of Completion with Merced County.
3. Authorizes the City Manager to release Payment and Performance Bonds and to make final payment of retention monies to George Reed, Inc. following the expiration of 35 days from the date of recordation of the Notice of Completion.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Gustine the 19<sup>th</sup> day of April 2016 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

---

Dennis Brazil, Mayor

ATTEST:

---

Melanie Correa, Deputy City Clerk

**RECORDING REQUESTED BY:**

City Clerk  
City of Gustine

**WHEN RECORDED RETURN TO:**

City of Gustine  
P.O. Box #16  
352 Fifth Street  
Gustine, CA 95322

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN:

1. That the interest of estate stated in paragraph 3 below in the real property hereinafter described is owned by the following:

NAME	STREET AND NO.	CITY	STATE
City of Gustine	352 Fifth Street	Gustine	California

(if more than one owner of the interest stated, the name and address of each must be inserted)

2. That the full name and address of the owner of said interest or estate, if there is only one owner, and the full names and addresses of all the co-owners who own said interest or estate as joint tenants, as tenants in common or otherwise, if there is more than one owner, are set forth in the preceding paragraph.
3. That the nature of the title of said owner, or if more than one, then of said owner and co-owner is: **In Fee.**
4. That on the 30th day of March, 2016 a work of improvement on the real property hereinafter described was completed.
5. That the name of the original contractor, if any for such work of improvement was:

George Reed, Inc.  
(If no contractor for work of improvement as a whole, insert "No Contractor")

6. That the real property herein referred to is situated in the City of Gustine , County of Merced, State of California, and is described as follows:

The major work consists of constructing flushed and raised medians, concrete curb, stamped concrete, and Thermoplastic striping and markings.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

April 19, 2016  
Date

By: \_\_\_\_\_  
Signature of Owner

Sean Scully  
Print Name

**VERIFICATION**

I understand, state:

I am the person who signed the foregoing notice. I have read the above notice and know its contents, and the facts stated therein are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Gustine, California  
This 19th day of April, 2016.

City of Gustine  
Owner

By: \_\_\_\_\_  
Sean Scully



ITEM NO. 8

## COUNCIL AGENDA ITEM

APRIL 19, 2016

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

**SUBJECT:** PUBLIC HEARING - Vacant / Boarded COMMERCIAL Building Ordinance – SECOND READING

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### BACKGROUND/DISCUSSION:

**SECOND READING** – On April 5, 2016 the City Council heard the first reading of this ordinance. After discussion and three language clarifications approved the waiving of the first reading. Most importantly Council directed staff to clarify that the ordinance is to apply to ALL commercially zoned properties within the City limits in Gustine. The remainder of this staff report is identical to the first reading for reference.

Late last year Council held a workshop on a potential downtown vacant and boarded building ordinance. The ordinance would create code enforcement penalties for properties that are chronically in a state of disrepair, un-rentable or boarded up. Council's direction to staff was to perform some outreach over the next few months, and since a public notice was sent to property owners on this ordinance, to give time to allow for comments to filter in. Staff has spoken at a chamber meeting regarding the issue as well as having ongoing dialogue with various property owners and renters in the downtown to solicit feedback. In addition, staff has sent notice to property owners in the downtown area as well as published a notice in the newspaper regarding this public hearing. At the time this staff was being written no written comments had been received on the proposed ordinance. Staff has received a number of questions on the ordinance and overall the feedback has been positive in nature.

The City Council has established the rehabilitation and economic development of the downtown as a top priority. Over the past several months staff and Council have discussed a variety of projects, ordinances and programs that each seek to chip away at that goal. One issue that has been extensively discussed at community and Council meetings has been the role of private property owners in the rehabilitation/economic development process. Staff has looked into a variety of "out of the box" approaches that could be employed to encourage those property owners who have not (or are not interested in) taken necessary steps to get their buildings leased.

The code (attached) is language taken from an Ordinance passed by the City of Galt that has successfully facilitated the rehabilitation and eventual lease of long term boarded and vacant downtown buildings. The premise of the ordinance is that vacant/boarded buildings in commercial districts (like downtowns) discourage economic development for the entire area and also negatively affect property values.

Using these assumptions as a premise, the ordinance establishes a maximum time limit that a building can remain boarded or vacant (30 days), if that time limit is exceeded a code enforcement action is initiated and if no corrective action is taken, an administrative citation is assessed to the property owner. The code enforcement does not apply – even if the 30 day period is exceeded – if one of the following criteria are met:

1. The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.
2. The building meets all codes, does not contribute to blight, is ready for occupancy, and is actively being offered for sale, lease, or rent.
3. The building official determines that the building does not contribute to, and is not likely to contribute to, blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. Active maintenance and monitoring shall include:
  - a. Maintenance of landscaping and plant materials in good condition.
  - b. Maintenance of the exterior of the building, including but not limited to paint and finishes, in good condition.
  - c. Regular removal of all exterior trash, debris, and graffiti.
  - d. Maintenance of the building in continuing compliance with all applicable code and regulations.
  - e. Prevention of criminal activity on the premises, including, but not limited to, use and sale of controlled substances, prostitution and criminal street gang activity.

With these exemptions the ordinance seeks to target only those buildings that remain boarded or vacant and take no measures to remedy the situation. In those cases, the ordinance allows for the City to first issue a notice of violation to the property owner giving the property owner 30 days to correct the conditions that lead to the violation.

The ordinance allows for a hearing to be requested if the violation is disputed as well as an extension process if the property owners need additional time to correct the matter. If the building remains in violation beyond the time limits established for correction, the City may impose administrative penalties not to exceed \$1000 per violation. This version of the ordinance establishes that each day can be considered a separate violation, however Council may amend that if desired.

**ANALYSIS:**

Admittedly this ordinance takes an aggressive approach to cleaning up those properties that are chronically vacant, un-rentable and that contribute to the conditions of blight. The techniques are intended to incentivize prompt action on behalf of the property owner to contribute to the prosperity of the downtown by getting their buildings up to code and available for lease.

Due to staffing levels, the effect of this ordinance would not be immediate. Rather, approval of the ordinance would create the tools necessary within the Muni Code to

correct areas of great negligence on private property within the downtown. If approved, staff would use discretion so that the implementation of the ordinance did not immediately start with a punitive tone, rather an attempt to obtain compliance prior to any punitive action.

This ordinance could be used in cooperation with incentive programs that encourage business attraction. Staff is currently in the process of creating a basic business incentive program which (if approved) would assist business and property owners in cutting the costs for establishing a business in Gustine.

**RECOMMENDATION:**

Council to hold Public Hearing and then consider introducing and waiving the second reading of the ordinance as well as consider approval of the ordinance.

**EXHIBIT:**

A) Ordinance

**ORDINANCE NO. XXX**  
**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUSTINE ADDING TITLE 5**  
**CHAPTER 9 LONG-TERM BOARDED AND VACANT BUILDING TO THE GUSTINE**  
**MUNICIPAL CODE**

WHEREAS, Gustine depends heavily on the economic vitality of its downtown area; and

WHEREAS, there are a large portion of vacant and boarded buildings which are either not available for rent or unable to be rented due to their condition; and

WHEREAS, these conditions have a negative effect on the economic vitality of the downtown area; and

WHEREAS, it is a responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety, or welfare; and

WHEREAS, one vacant property which is not actively and well maintained and managed can be the core and cause of spreading blight.

WHEREAS, the attached ordinance will encourage property owners to make the necessary upgrades to get their properties leased; and

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

Section 1: Title 5, Chapter 9, Subsections 1-11 are hereby added as reflected in Attachment A.

Section 2: 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 4: 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 5: 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 6: The proposed amendment is consistent with the General Plan; and

Section 7: The proposed amendment will not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and

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 \_\_\_\_\_, 2016 and second reading and adoption was approved on the \_\_\_\_\_, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

\_\_\_\_\_  
MAYOR, DENNIS BRAZIL

ATTEST:

\_\_\_\_\_  
DEPUTY CITY CLERK

## **Attachment A**

### **Title 5 Chapter 9**

#### **LONG-TERM BOARDED AND VACANT BUILDINGS**

##### **Sections:**

- 5-9-1 Findings - vacant and boarded buildings.**
- 5-9-2 Definitions.**
- 5-9-3 Long-term boarded and vacant building prohibited.**
- 5-9-4 Permitted time periods to commence and correct violations.**
- 5-9-5 Notice of violation.**
- 5-9-6 Opportunity for a hearing.**
- 5-9-7 Extension**
- 5-9-8 Inspection of premises.**
- 5-9-9 Administrative penalty.**
- 5-9-10 Administrative penalty - factors.**
- 5-9-11 Payment of administrative penalty.**

##### **Section 5-9-1 Findings - vacant and boarded buildings.**

The city council finds as follows:

- A. Vacant buildings are a major cause and source of blight in nonresidential neighborhoods especially when the owner of the building fails to actively maintain and manage the building to ensure that it does not become a liability to the neighborhood. Vacant buildings which are boarded, substandard or unkempt properties, and long-term vacancies discourage economic development and retard appreciation of property values.
- B. It is a responsibility of property ownership to prevent owned property from becoming a burden to the neighborhood and community and a threat to the public health, safety, or welfare.
- C. One vacant property which is not actively and well maintained and managed can be the core and cause of spreading blight.

##### **Section 5-9-2 Definitions.**

The definitions contained in this section shall govern the construction of this Chapter.

- A. "Blight" shall mean a condition of decay, deterioration, disrepair, neglect or inadequate maintenance, including, but not limited to, conditions constituting a public nuisance, contributing to the diminution of the property values of surrounding properties, undermining the economic vitality of a neighborhood or creating health or safety dangers.
- B. "Boarded building" or "boarded up" shall mean a building located within a commercial or industrial zoning district whose doors or windows have been covered with plywood or other material.
- C. "Vacant building" or "vacant" shall mean a building located within a commercial or industrial zoning district which is without an occupant or which is not being put to a lawful commercial or industrial use.

**Section 5-9-3 Long-term boarded and vacant building prohibited.**

- A. The owner of any boarded building, whether boarded by voluntary action of the owner or as a result of enforcement activity by the city, shall cause the boarded building to commence rehabilitation for occupancy within thirty (30) days after the building is boarded.
- B. No person shall allow a building designed for human use or occupancy to stand vacant for more than thirty (30) days, unless one of the following applies:
  - 1. The building is the subject of an active building permit for repair or rehabilitation and the owner is progressing diligently to complete the repair or rehabilitation.
  - 2. The building meets all codes, does not contribute to blight, is ready for occupancy, and is actively being offered for sale, lease, or rent.
  - 3. The Chief of Police or designee determines that the building does not contribute to, and is not likely to contribute to, blight because the owner is actively maintaining and monitoring the building so that it does not contribute to blight. Active maintenance and monitoring shall include:
    - a. Maintenance of landscaping and plant materials in good condition.
    - b. Maintenance of the exterior of the building, including but not limited to paint and finishes, in good condition.
    - c. Regular removal of all exterior trash, debris and graffiti.
    - d. Maintenance of the building in continuing compliance with all applicable codes and regulations.
    - e. Prevention of criminal activity on the premises, including, but not limited to, use and sale of controlled substances, prostitution and criminal street gang activity.

**Section 5-9-4 Permitted time periods to commence and correct violations.**

- A. Any owner of a boarded building in violation of subsection 5-9-3 (A) or any owner of a vacant building in violation of subsection 5-9-3 (B) shall commence any corrections or repairs necessary to comply with this Chapter within thirty (30) days of the date of the issuance of the notice of violation. The date of the issuance of the notice of violation shall be the date the notice of violation is mailed to the property owner or posted on the property as provided for in section 5-9-5, whichever is earlier. Provided the property owner diligently pursues corrections or repairs to completion, no administrative penalties shall be imposed. In the event the property owner does not request a hearing or commence corrections within thirty (30) days of the date of the issuance of the notice of violation, the city may impose administrative penalties as provided for in section 5-9-9. In the event the property owner requests a hearing, the thirty (30) day correction commencement period shall be suspended from the date of the request until such time as the hearing officer renders a decision. Upon the issuance of the hearing officer's decision, the property owner shall

- have the balance of the original thirty (30) day period to commence any necessary corrections or repairs before administrative penalties accrue.
- B. Prior to the expiration of the thirty (30) day correction commencement period, the property owner shall submit a rehabilitation plan to the Chief of Police or designee. The rehabilitation plan shall include the following:
1. A statement outlining the property owner's plan for remedying each of the conditions described in the notice of violation as constituting a violation of this Chapter.
  2. The expected timeline for completing any necessary corrections or repairs.
- C. Once the property owner commences corrections or repairs, the owner shall work diligently to ensure such corrections or repairs are completed in a timely manner. In no case shall such repairs or corrections take longer than ninety (90) days from the date of the issuance of the notice of violation, sixty (60) days from the end of the thirty (30) day correction commencement period or any extension as provided for in section 5-9-7, whichever is later. In the event a property owner does not comply with this subsection, the city may impose administrative penalties as provided for in section 5-9-9.

**Section 5-9-5 Notice of violation.**

- A. The code enforcement officer or his or her designee shall issue a notice directed to the record owner of the premises. The notice shall contain:
1. The street address and such other description as is required to identify the premises.
  2. A statement specifying the conditions which constitute a violation of this Chapter.
  3. A statement that administrative penalties may begin to accrue upon the expiration of the thirty (30) day correction commencement period if the property owner does not begin to make corrections or repairs to remedy any violations of this Chapter. The statement shall state that the thirty (30) day correction commencement period begins on the date of the issuance of the notice of violation. The statement shall identify the date of issuance.
  4. A statement that the property owner must submit a rehabilitation plan specifying how the conditions constituting a violation of this Chapter will be remedied and the expected timeline for doing so.
  5. A statement notifying the property owner that he or she may request a hearing within twenty (20) calendar days of the mailing of the notice to dispute the existence of any violation or to show cause why an administrative penalty should not be assessed in accordance with this code. The statement shall notify the property owner that the thirty (30) day correction commencement period shall be suspended from the date of a request for a hearing until such time as the hearing officer renders a decision.

6. A statement advising the owner that he or she has the option of voluntarily correcting the condition(s) which violate the provisions of this Chapter prior to the imposition of administrative penalties. If the owner chooses to correct the conditions, the corrections must be completed prior to the expiration of the ninety (90) day correction completion period or any applicable extension, whichever is later. The owner must advise the code enforcement officer in writing that he or she will correct the conditions and the date of completion. The code enforcement officer or his or her designee will inspect the premises on the completion date, and if the conditions have been corrected, no administrative penalties will be assessed.
  7. A statement notifying the property owner that he or she may request an extension as provided for in section 5-9-7.
- B. The notice of violation, and any amended or supplemental notice, shall be served either by personal delivery or by return receipt mailing upon the record owner at his or her address as it appears on the latest equalized assessment roll of Merced County, or as known to the code enforcement officer. A copy of the notice any amended or supplemental notice shall also be posted on the building.

#### **Section 5-9-6 Opportunity for an appeal hearing.**

Appeal hearings shall be requested, scheduled and conducted as provided for section 2-7-11 of the Gustine Municipal Code, except that the City Manager and not the Planning Commission shall be the hearing officer in any requested appeal hearing.

#### **Section 5-9-7 Extension**

The Chief of Police or designee may, upon request of the owner of the premises grant a thirty (30) day extension from the expiration of the ninety (90) day correction completion period for good cause shown. The Chief of Police or designee may grant extensions for each property in violation of this Chapter. Administrative penalties shall not accrue during the extension period.

#### **Section 5-9-8 Inspection of premises.**

- A. If the property owner requests a hearing, the hearing officer may, with the consent of the owner, inspect the building and premises involved in the hearing prior to, during or after the hearing, provided that:
  1. Notice of such inspection shall be given to the parties before the inspection is made;
  2. The parties are given an opportunity to be present during the inspection; and
  3. The hearing officer shall state for the record during the hearing, if requested, or file a written statement after the hearing for inclusion in the hearing record, upon completion of the inspection, the material facts observed and the conclusion drawn therefrom.
- B. The owner shall have a right to rebut or explain the matters stated by the hearing officer pursuant to subsection (A) either for the record during the

hearing or by filing a written statement within five (5) days after the hearing for inclusion in the hearing record.

- C. An inspection warrant or the owner(s) consent to inspect the building and surrounding properties is required unless such inspection can be made from areas in which the general public has access or with permission of other persons authorized to provide access to the property on which the building is located.

#### **Section 5-9-9 Administrative penalty.**

- A. Any owner of a boarded building which remains boarded in violation of subsection 5-9-3 (A) or any owner of a building which remains vacant in violation of subsection 5-9-3(B) beyond the time period for remediation allowed who fails to commence corrections or repairs within the correction commencement period allowed for in subsection 5-9-4(A) shall be liable for administrative penalties.
- B. Any owner of a boarded building which remains boarded in violation of subsection 5-9-3(A) or any owner of a building which remains vacant in violation of subsection 5-9-3(B) beyond the correction completion period allowed for in subsection 5-9-4(C) or any extension as provided for in section 5-9-7, whichever is later, shall be liable for administrative penalties.
- C. Any violation of section 5-9-3 shall be a misdemeanor. Any administrative penalty imposed pursuant to this chapter shall be in an amount not to exceed \$1,000 per building for each violation. Each and every day, or portion thereof, of continuing violation shall constitute a separate and distinct offense.

#### **Section 5-9-10 Administrative penalty - factors.**

In setting the penalty, the Chief of Police or designee shall consider factors including, but not limited to: the severity, extent and length of time in which the blighting conditions have existed on the property; the owner's efforts, or lack thereof, to remedy the problem; staff time and costs incurred in investigating the conditions; and the extent, if any, to which an administrative penalty would impose.

#### **Section 5-9-11 Payment of administrative penalty.**

- A. Upon the expiration of the thirty (30) day correction commencement period, the ninety (90) day correction completion period or any applicable thirty (30) day extension, whichever is applicable, the city may send the property owner a letter notifying him or her of any administrative penalties being imposed. The city shall send a letter each and every time administrative penalties are imposed. The administrative penalty shall become due and payable within thirty (30) days of the mailing of the letter notifying the property owner of the administrative penalty.
- B. If the administrative penalty is not timely paid, the city may initiate action to collect the penalty by the remedies and procedures provided for in section 3-2-36.
- C. An administrative penalty shall accrue interest at the same annual rate as any civil judgment. Interest shall accrue commencing on the 31st day

following the date the penalty is due and payable as provided for in subsection (A) of this section.



## COUNCIL AGENDA ITEM

**APRIL 19, 2016**

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

**SUBJECT:** **Schneider Electric – Investment Grade Audit Agreement**

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**BACKGROUND/DISCUSSION:**

Over the past two months staff has been in discussions with Schneider Electric regarding the possibility of an energy efficiency project related to the water system. As Council is aware, the vast majority of the water services in town are on a manual read meter system. Those meters (for the most part) are aged meters that will need to be replaced on a normal capital replacement schedule. These manual read meters create a number of inefficiencies for Public Works, they require that essentially the entire team of Public Works spent approximately one full week a month reading water meters. Then the data is manually entered by the Administration Department into the utility billing software so that utility bills can be created and sent out.

In 2013 the City of Gustine completed phase one of the Gustine Water System Upgrade project. Part of that project included installation of approximately 350 radio read meters in various areas of town. The community has approximately 1850 meters total. The radio read meters transmit the reads to an antenna that is affixed to public works vehicles that drive by each location. The radio read system condenses the process of getting water reads by a considerable factor which in turns creates more time for Public Works to focus on other time intensive duties. In addition newer meters typically provide more accurate reads for customer billing.

Schneider Electric has proposed to partner with the City of Gustine to submit an application for funding to the State Water Resources Control Board to conduct a study for the City of Gustine which would allow for Schneider to perform an audit of the water system to determine if potential new revenues or savings of current expenditures exist with large scale energy/water efficiency construction upgrades to the water system. Specifically, the conversion of the remainder of the community to a radio meter system has been initially scoped. The analysis would determine the additional revenues that would be collected as a result of having upgraded meters as well as make recommendations on the best possible technology available for meters, fixed based antenna receptors (for the meter data to transmit to) and any other software needs. This recommendation would be take the form of a construction project which could then in turn be funded by the grant program under the State Water Resource Control Board.

The grant program under the State Water Resources Control Board typically operates under a 50/50 grant/loan scenario. In some cases, communities qualify for a 75% grant

and 25% loan split. In either case, the study by Schneider will determine if the cost for installing the new meter system (the loan portion) would be offset by the new or increased revenues expected from the system upgrade.

When the study is complete and the project is designed, Council will have the opportunity to make a decision on whether or not to move forward with the construction project. If Council chooses to move forward with the project at that time, Schneider Electric would act as project manager and contractor for the installation of the new water meter system (or any other efficiency upgrade that may be developed in the study). The most important component of the proposal is that Schneider will guarantee (based on the study) that expected increased revenues as a result of the infrastructure upgrade are generated at a sufficient level to cover any debt service taken on under the loan portion from the State Water Resource Control Board funding program. In other words, if the new revenues expected ended up being insufficient to cover the yearly debt payment incurred for the infrastructure upgrade, Schneider would compensate the City for the shortfall between expected revenues and debt service.

This guarantee is the keystone component of partnering with Schneider, it greatly reduces the risk to the City of Gustine (and its rate payers) if the projections of the study are not born out after construction/completion of the project. This project gives the City of Gustine the opportunity to cure a severe operational, capital, and long term maintenance need instead of solely funding the project through rate increases.

The City Attorney has reviewed the attached contract and worked with Schneider Electric extensively to verify that sufficient protections for the City of Gustine exist. If approved, the City of Gustine would immediately begin the grant application process with Schneider as a partner and Schneider would begin their due diligence work on the water system audit and project design. The project timeline (attached in the IGA document) estimates that if everything moves as expected the construction of the project could be completed as early as November of this year.

**RECOMMENDATION:**

Council to consider authorizing the City Manager to execute the Investment Grade Audit Agreement subject to City Attorney form approval.

**EXHIBIT:**

- A) Schneider Electric Proposed Investment Grade Audit Agreement



## Investment Grade Audit Agreement

This Investment Grade Audit Agreement ("Agreement"), dated **[INSERT DATE]** ("Effective Date") is entered into by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Gustine ("Customer") for the performance of an Investment Grade Audit to determine the scope of work, electricity savings, water conservation savings measures and water revenue generation measures, and project price for a comprehensive water meter infrastructure and billing improvement program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, ESCO and Customer agree with the following terms and conditions:

- Section A, Application Acceptance for Funding**
- Section B, General Terms and Conditions**
- Section C, Design Development**
- Section D, Preliminary Schedule**

IN WITNESS WHEREOF, the individual signing this Agreement on behalf of its respective party represents that s/he has the authority to execute this Agreement as a duly authorized representative of such party as set forth below.

**City of Gustine**

**Schneider Electric Buildings Americas, Inc.**

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

Print Name \_\_\_\_\_

Print Name Tammy Fulop

Title \_\_\_\_\_

Title Vice President, Energy & Sustainability Services

Date \_\_\_\_\_

Date \_\_\_\_\_



## **Section A: Clean Water State Revolving Fund, Green Project Reserve Section, Application and Acceptance for Funding**

1. Administered by the California State Water Resources Control Board, Division of Financial Assistance, an application for financial assistance from the Clean Water Revolving Fund, Water Recycling Funding Program, Green Project Reserve, will be completed and submitted for project funding.
2. Green Project Reserve (GPR) funding may be used for planning, design and or building activities. Entire projects, or the appropriate discrete components of projects, maybe eligible for GPR. Projects do not have to be part of a larger capital project to be eligible. All projects or components counted toward the GPR requirement must clearly advance one or more of the objectives articulated in the four categories outlined in the Guidelines and Application
3. Revolving Fund cannot provide funding for operations and maintenance costs, including training.
4. This project is dependent on successful acceptance by the State Water Resources Control Board for funding.
  - a. Should Customer's grant application be accepted and all other conditions of payment are satisfied, then Customer is obligated to pay ESCO for services rendered as outlined in Section C, Financial Commitment.
  - b. Should the Customer's grant application not be accepted, then Customer is under no obligation to pay ESCO for services rendered under this Agreement.
5. Funding from the GPR cannot exceed \$5,000,000. Significant portions of the approved funding can be forgivable, the balance will be funded from the SRF at current interest rates.

## **Section B: General Terms and Conditions**

### **1. Entire Agreement**

This Agreement, and any documents incorporated by reference, constitute the entire understanding between ESCO and Customer and supersedes all prior oral or written understandings relating to the subject matter herein. This Agreement may not be altered or modified except by written instrument signed by a duly authorized representative of each party.

### **2. Additional Services**

Customer may request additional services, whereby ESCO's compensation and scope of services shall be adjusted accordingly. Any such modifications shall be negotiated in good faith and authorized via a written amendment to this Agreement signed by Customer and ESCO. Any such amendment must be properly executed by Customer and ESCO prior to any changes being implemented by ESCO. Upon execution of the amendment by Customer and ESCO, such additional services will become part of this Agreement and subject to the terms and conditions contained herein.

### **3. Confidentiality**

Customer as a California public agency is subject to the California Public Records Act (Gov. Code section 6250 *et seq.*). All documents and data produced by ESCO under this Agreement will become public records under the California Public Records Act. If ESCO desires to exclude all or any portion of the documents and data produced by it from disclosure under the California Public Records Act, ESCO must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if ESCO provides trade secret information, ESCO must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, Customer may not be in a position to establish that the information that ESCO produces is a trade secret. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary", Customer will provide ESCO with reasonable notice to seek protection from disclosure by a court of competent jurisdiction.

#### 4. Insurance

ESCO shall not commence work for the Customer until it has provided evidence satisfactory to the Customer it has secured all insurance required under this section. In addition, ESCO shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

##### a. Commercial General Liability

(i) The ESCO shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, with insurance companies with an AM Best rating of no less than A-, VII.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Contract
- (8) Broad Form Property Damage
- (9) Independent Contractors Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give Customer additional insured status using ISO endorsement forms CG 20 10 04 13 and 20 37 04 13.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, and provided that such deductibles shall not apply to the Customer as an additional insured.

##### b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the ESCO shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, with insurance companies with an AM Best rating of no less than A-, VII.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give Customer additional insured status.



(iv) The automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the Customer as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) ESCO certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent ESCO has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the ESCO shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. ESCO shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the ESCO shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, with insurance companies with an AM Best rating of no less than A-, VII, and in an amount indicated herein.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage'
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the ESCO shall file with the Customer evidence of insurance in the form of a Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All

evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall indicate the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) ESCO shall notify Customer within ten (10) days of its receipt of written notice from an applicable insurer that any policy required by this Agreement will be canceled. If any of the required coverage is cancelled or expires during the term of this Agreement, the ESCO shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the Customer at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that ESCO's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the Customer or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. ESCO shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. ESCO shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed with a waiver of subrogation in favor of the Customer, its officials, officers, employees, agents, and volunteers or shall specifically allow ESCO or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ESCO hereby waives its own right of recovery against Customer, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the ESCO from liability in excess of such coverage, nor shall it limit the ESCO's indemnification obligations to the Customer and shall not preclude the Customer from taking such other actions available to the Customer under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by insurance companies having a current A.M. Best's rating of no less than A-:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by ESCO, and any approval of said insurance by the Customer, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the ESCO pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, Customer has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Customer will be promptly reimbursed by ESCO or Customer will withhold amounts sufficient to pay premium from ESCO payments. In the alternative, Customer may cancel this Agreement.

(iii) The Customer's officials, officers, employees, agents or volunteers shall not be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. ESCO shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the Customer that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the Customer as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by ESCO, Customer may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

#### **5. Governing Law**

This Agreement will be governed, interpreted and construed by, under and in accordance with the laws, statutes and decisions of the state of California without regard to its choice of law provisions. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Merced, State of California.

#### **6. Ownership of Work Products**

All drawings, specifications and other documents and electronic data furnished by ESCO to Customer under this Agreement ("Work Products") are deemed to be instruments of service and ESCO shall retain the ownership and property interest therein, including the copyrights and intellectual property thereto. Drawings, specifications, and other documents and materials and electronic data are furnished for use solely with respect to the guaranteed Energy Savings Contract with ESCO.

Work Products may not be shared with any third parties, except to the extent as required by law, without the written permission of ESCO as referenced in this Section B:3.

#### **7. Compliance with Law**

ESCO shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

#### **8. Standard of Care**

ESCO's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

#### **9. Independent Contractor**

ESCO is retained as an independent contractor and is not an employee of Customer. No employee or agent of ESCO shall become an employee of Customer. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from Customer as herein provided.

#### **10. Indemnification**

To the fullest extent permitted by law, ESCO shall defend (with counsel reasonably approved by the Customer), indemnify and hold the Customer, its officials, officers, employees, agents and volunteers free and harmless from any and all third party claims, demands, causes of action, suits, actions, proceedings, costs,

expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") for bodily injury or damage to tangible property arising out of, pertaining to or relating to the the negligence, recklessness or willful misconduct of ESCO, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the ESCO's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. If any such claim is made, ESCO, at ESCO's expense, shall defend against and pay any and all costs, expenses (including reasonable fees of attorneys and other retained professionals), and damages of any kind arising out of such claim, whether or not that claim is successful, provided that Customer: (a) gives ESCO prompt written notice of such claim; and (b) cooperates with ESCO, at ESCO's expense, in the defense of such claim. ESCO shall not be responsible for any settlement made by the indemnified without ESCO's prior written consent. ESCO's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Customer, its officials, officers, employees, agents or volunteers.

Without limiting the foregoing, ESCO shall indemnify, hold harmless, release and defend Customer, its officials, officers, employees, agents and volunteers from and against any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind arising out of any alleged or proven violation of California Government Code section 1090. ESCO's indemnity obligations shall survive expiration or termination of this Agreement.

#### **11. California Labor Code Requirements**

ESCO is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, ESCO agrees to fully comply with such Prevailing Wage Laws, if applicable. ESCO shall defend, indemnify and hold the Customer, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the ESCO and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages, employment of apprentices, hours of labor and debarment of contractors and subcontractors.

If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the ESCO and all subconsultants performing such Services must be registered with the Department of Industrial Relations. ESCO shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be ESCO's sole responsibility to comply with all applicable registration and labor compliance requirements.

#### **12. Termination or Abandonment**

Customer has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to ESCO. In such event, Customer shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. Customer shall pay ESCO the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by Customer and ESCO of the portion of such task completed but not paid prior to said termination. Customer shall not be liable for any costs other than the charges or portions thereof which are specified herein. ESCO shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

**13. Equal Opportunity Employment**

ESCO represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

**14. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and the ESCO.

**15. Severability**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

**16. Successors and Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, ESCO shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of Customer. Any attempted assignment without such consent shall be invalid and void.

**17. RESERVED**

**18. Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

**19. Prohibited Interests**

ESCO maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for ESCO, to solicit or secure this Agreement. Further, ESCO warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for ESCO, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, Customer shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of Customer, during the term of his or her service with Customer, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**20. Documents and Data**

The reports, drawings, data, documents, and information ("Documents and Data") prepared for the Customer are instruments of the services of ESCO and its subconsultants and are the property of the ESCO. ESCO agrees to grant and hereby grants to Customer a perpetual, fully paid-up, irrevocable, world-wide, transferable, non-exclusive, royalty-free license under all patents, copyrights, proprietary information and other intellectual property rights of ESCO related to the use or enjoyment of all or any part of the Documents and Data now or hereafter owned or controlled by ESCO or to the extent otherwise required for the operation, maintenance, repair, modification, alteration or expansion of the project.

## Section C: DESIGN DEVELOPMENT

### 1. RESPONSIBILITIES

#### Customer Will:

- A. Provide ESCO a minimum of twenty-six (26) months of water invoices for each meter serving each residence and commercial facility. Provide ESCO the addresses for which water meters are not currently installed, but are part of this project as new installations. Provide ESCO with 26 months of electric and gas Utility billings on meters serving all Customer-owned premises.
- B. Provide ESCO complete access to facilities for the purpose of performing the water and energy efficiency analysis, measuring actual water and energy use, taking equipment inventory, determining operating schedules, identifying known operational deficiencies. Provide ESCO with complete operating procedures for generating water invoices, including O&M associated with collecting billing information, name of billing software and access necessary to code any Application Program Interfaces (API's) from new metering infrastructure into the billing application.
- C. Provide ESCO access to key personnel to discuss operating requirements.
- D. Provide ESCO equipment lists and copies, or the loan of facility plans, for the purpose of facilitating understanding of the characteristics and the current sequences of operation.
- E. Meet with ESCO during the Design Development Audit to establish project criteria and make project decisions necessary for ESCO to complete in a timely manner.
- F. Inform ESCO at the point in which Customer becomes aware of any portions of scope that will not be included or funding that will not be available for final project implementation.

#### ESCO Will:

- A. Assist Customer and grant writing consultant in preparing grant, specifically assisting in the completion of the General Information Package, Technical Package, Environmental Package and Financial Security Packages.
- B. Conduct a project programming meeting, facility walk-through(s) and personnel interview(s) to gain an understanding of facility operations, concerns, needs, and desired performance criteria. This IGA will be completed in two phases. The first phase will be a deeper analysis and validation of data provided by the Customer. The completion of phase one will be shared with the Customer and a decision to proceed with the completion of the design will be made. Should phase one's analysis reveal the project is no longer viable, then the Customer and ESCO will mutually agree to cease efforts at no cost to the Customer.
- C. Work with Customer to refine performance requirements, financial criteria, and project scope of work.
- D. Provide Customer an final list of equipment, software, construction and post construction support costs.
- E. Provide Customer a final and guaranteed water, energy, revenue, and cost savings analysis demonstrating the simple ROI effect of project finances and operations.
- F. Provide Customer a Net Present Value lifecycle financial analysis cash flow.
- G. Provide an energy analysis report sufficient to demonstrate that the anticipated cost to the Customer of the recommended project developed will be less than the anticipated marginal cost to the Customer of thermal, electrical, or other energy that would have been consumed by the Customer in the absence of the project in accordance with Government Code section 4217.10 *et seq.*



- H. Provide Customer a Energy Services Agreement including a section detailing a post construction Performance Assurance Support Services (PASS) plan for the facilities, detailing training, measurement and verification of savings and a water billing Revenue Protection Plan (RPP) on meter replacement.
- I. Provide Customer a final construction completion schedule.
- J. Final project pricing for a turnkey installation.

**2. FACILITIES INCLUDED**

The Conceptual Development Audit will be performed in Customer’s following facilities. Any additional facilities to be added in the future must be by mutual agreement between Customer and ESCO:

Facilities
All (1536) water meter, electricity and natural gas accounts within City of Gustine
City of Gustine Water Tower, streetlight/stoplight poles for meter communications system
Access to current water billing system and IT infrastructure. Access to City owned buildings and facilities.

**3. FINANCIAL COMMITMENT**

- A. If Customer determines that the projected savings from implementation of the project identified during the audit cannot result in a paid-from-savings project which complies with California Government Code sections 4217.10 *et seq.*, this Agreement will be deemed terminated, and Customer will have no obligation to pay any portion of the fee identified below. Additionally, if Customer and ESCO agree that at the end of phase one of this IGA, the project is no longer viable, then Customer is under no financial obligation to ESCO.
- B. If Customer secures funding for the project and ESCO fulfills responsibilities of the Design Development Audit and Customer DOES NOT execute an Energy Services Agreement with ESCO within ninety (90) days of receiving the Design Development Audit deliverables, then Customer agrees to pay ESCO **\$60,000**.
- C. If ESCO fulfills responsibilities of the Conceptual Development Audit and Customer DOES move forward with the Design Development section of the Agreement with ESCO within thirty (30) days of receiving the Design Development Audit deliverables, then Customer is under no payment obligation for the Design Development Audit. Furthermore, all costs incurred during the Design Development Audit service will be included in the guaranteed Energy Services Agreement.
- D. Payments are due and payable thirty (30) days from invoice date.
- E. Customer agrees that until a guaranteed Energy Services Agreement has been executed with ESCO or Customer has paid the Conceptual Development Audit fee, the documents, engineering, data, and recommendations developed by ESCO are the intellectual property of ESCO and may not be shared with any third parties (except to the extent as required by law) without the written permission of ESCO.



**Section D – Preliminary Schedule**

Following is the proposed schedule for the Investment Grade Audit and Construction process:

Item	Target Schedule
City Council considers Agreement for Design Development Audit section, authorizing ESCO to proceed	April 2016
Customer and consultants submit application for GPR funding approval	April 2016
Estimated application funding approval	July 2016
ESCO and Customer conduct a Project Programming and Audit Kick-Off Meeting	April 2016
Design Development Audit completed and presented to Customer	May 2016
Customer approves moving forward to Design Development section of Agreement, authorizing ESCO to develop final project	May 2016
Customer's attorney begins drafting/review/markup of Energy Services Contract template	July 2016
Design Development Audit/Final Project presented to the City Council	July 2016
Energy Services Contract reviewed by City Attorney and the City Council	July 2016
ESCO mobilizes, construction starts	August 2016
Project construction and acceptance by Customer	October 2016
Post construction measurement and verification	November 2016



## COUNCIL AGENDA ITEM

**APRIL 19, 2016**

**PREPARED BY:** Police Chief Doug Dunford

**SUBJECT: Consider Request from West Side Auto Club for the "Annual Linguica Run" July 10, 2016**

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### **BACKGROUND/DISCUSSION**

Staff has received a request from the Westside Auto Club to hold their "Annual Linguica Run" on Sunday July 10<sup>th</sup>, 2016. City Council authorization is necessary as the request encompasses the use and closure of City Streets, the use of City Facilities and the use of City Personnel. The requested use and closure of City Streets is Second Avenue, between West Av. and Sixth St. Refer to Exhibit B for street closure and barricade placement.

The Westside Auto Club is requesting to install a temporary curb ramp on Sixth Street, north of Third Avenue. This ramp will provide safe access to the park for vehicles entering and exiting the car show.

The Westside Auto Club is also requesting utilization of the entire Henry Miller Park Facilities, not including the swimming pool. The use of Henry Miller Park and the street closures will be from 5:00 AM to 5:00 PM on Sunday, July 10, 2016. In addition, the Westside Auto Club is requesting access to the park and facilities on Saturday, July 9, 2016 for preparations.

John Verissimo, the Secretary of Westside Auto Club will be required to obtain all required permits regarding the use of Henry Miller Park, prior to the event.

The Westside Auto Club has held this event in Henry Miller Park for 36 years. The event has proven to be a great success, with over 320 vehicles on display. This year is the 37<sup>th</sup> Anniversary. Staff will ensure all proper permits are obtained and that Police and Public Works Personnel are assigned as needed. Staff will also ensure adherence to all regulations established for previous events.

## **FISCAL IMPACT**

1. Public Works labor for barricade placement and retrieval, estimated by Public Works Director Katheryn Reyes, is estimated at 4 hours. The labor cost to Public Works is estimated at \$77.48. (2 hours X \$38.74)
2. Additional Police staffing will be required to provide security at this event, estimated at 4 hours. The labor cost is estimated at \$190.92. (4 hours X \$47.73)
3. Total cost to the City (Public Works and additional Police Staffing is \$268.40. John Verissimo is aware of the estimated labor cost.

## **RECOMMENDATION**

Approve the request from West Side Auto Club to close Second Avenue, between West Av. and Sixth St. and to allow the installation of a temporary curb ramp as outlined in the attached letter.

## **EXHIBIT(S)**

- A) Letter of request from West Side Auto Club.
- B) Diagram indicating street closure and barricade placement.

**APPROVED BY:**



SEAN SCULLY, CITY MANAGER



**February 2, 2016**

**Gustine City Council  
City of Gustine  
683 3<sup>rd</sup> Street**

**Dear Council Members,**

**This year will be the 37<sup>th</sup> Anniversary of the Westside Auto Club Linguica Run.** We would like to reserve the Henry Miller Park on Sunday July 10<sup>th</sup> for the Run. We would require access to the park on Saturday July 9<sup>th</sup> for our pre run preparations. We average about 320 cars (from all over California) and we do help bring in a large crowd for the Gustine Fireman's Breakfast! Like I've said in the past its always a win win situation for everyone in Gustine!

**Like I've mentioned before there is a lot of History in the Westside Auto Club, The Linguica Run and Gustine all together, it's a tradition that runs 37 years.** We thank you for your support in advance.

**We request to have Second Avenue between West and 6<sup>th</sup> Street blocked off for the Linguica Run preparations and Club parking.** We do need to again install a steel ramp which will be removed after the run on the 11<sup>th</sup> of July. The ramp helps low profile cars get into the park without damage to their under carriage. The ramp will be steel plates, the same as last year. Please leave barricades in those areas as needed. Thank you!

**If you have any questions please call Westside Auto Club President Don Gomes at [\(209\)765-1273](tel:(209)765-1273). Or myself (club secretary) at [\(209\)918-0488](tel:(209)918-0488).**

**Thank you for your support in the past and in the present and in the future!**

**John Verissimo  
Secretary, WSAC  
[istanbull@sbcglobal.net](mailto:istanbull@sbcglobal.net)  
[\(209\)918-0488](tel:(209)918-0488)**





## COUNCIL AGENDA ITEM

APRIL 19, 2016

**PREPARED BY:** Chief Doug Dunford

**SUBJECT:** Shooting Range

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### **BACKGROUND/DISCUSSION:**

The Gustine Police Department requires regular access to a shooting range. This provides the officers the environment to safely practice and qualify with their firearms. Staff has also been approached by various members of the public requesting a place (locally) that would allow them to shoot their weapons safely. Currently, the Gustine PD uses the City of Livingston Range for qualification and scenario training. A number of different agencies use the Livingston Range which can (at times) makes scheduling use difficult. Staff has been in process over the past 6 months of scouting different City owned properties east of town for safe and suitable locations. A site has been identified on Gun Club Road (which is admittedly ironic). The City owns two 30 acre parcels that are in wetland reserves in that area. The properties hold minimal use for the City of Gustine and staff has confirmed with the National Resource Conservation Service that certain areas on site can be used for this type of use.

Generally the project being considered is a range initially for Police Use solely. After the basic needs to establish the range are completed, then potentially (if insurance coverage and organizational needs can be satisfied) a program that would allow the range to be open for public use, either through rentals or some other reservation system could be considered. Staff believes that the public should be charged a nominal fee for entry into the range area. This will help offset the costs of the targets and personnel costs for someone to be there during all hours the range is open to the public. This could potentially create a revenue generator for the City and Police Department. Generally the development of the range would include the following:

1. 25 yard range for general pistol qualifications and targeting for police and the general public.
2. 25 yard range for PPC training for police to use to practice various tactics.
3. 100 yard range for the police to practice and qualify their rifles and for the general public to practice with their rifles.

In the future the master plan could include:

1. 3 ranges available for use,
2. a parking lot for approximately 25 vehicles,
3. a portable building for training classes
4. solar energy will be used to provide the power needed for the building

The next steps for the project include completing appropriate permitting with Merced County and/or City of Gustine. When a complete layout and permit approval are available staff will return with proposed plan, schedules, rules, fees and other specifics operational considerations for Council.

**RECOMMENDATION**

Council to consider allowing staff to move forward to the permitting and layout phases of the PD Shooting Range project.

**APPROVED BY:**



SEAN SCULLY, CITY MANAGER



## COUNCIL AGENDA ITEM

APRIL 19, 2016

**PREPARED BY:** Tiffany Vitorino, Recreation Coordinator

**SUBJECT:** Westside 5K Color Run/Walk

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### BACKGROUND/DISCUSSION

The Gustine Recreation Department has collaborated with Gustine High School to propose a Westside 5K Color Run/Walk, to be held July 2, 2016.

This event will be open to all community members of the Westside and surrounding areas. Participants will pay a \$30 registration fee, and will receive a free T-Shirt and water bottle. Participants will run or walk through the City of Gustine starting at the High School entrance, proceed down Main Street, continue a route staying west of the highway then finish at the Gustine High School Football Field. Throughout the course, various color stations will be set up with the assistance of sponsorships. Sponsors will have the opportunity to decorate each station with banners and a color powder of their choice color. The color powder will be thrown on the participants as they go through the station. The powder is a safe cornstarch powder. Staff is currently working with the Police Department to ensure all safety precautions and street barricades are in place. Different contests for the participants and sponsors will be held throughout the event. The Color Run will end with a Color Celebration and award ceremony on the Gustine High School football field.

Booth space will also be available at the ending celebration for businesses, clubs and organizations to sell items or promote themselves. Booth spaces will be \$20 and the fee will be waived for non-profit information booths.

### FISCAL IMPACT

Staff will be working diligently with Gustine High School staff in obtaining sponsorships and participation fees to assist in the events expenses.

### RECOMMENDATION

Council to consider authorizing the 1<sup>st</sup> Annual Westside 5K Color Run/Walk.

### EXHIBIT(S)

- A) Color Run Route Map

**APPROVED BY:**



SEAN SCULLY, CITY MANAGER





## COUNCIL AGENDA ITEM

**APRIL 19, 2016**

**PREPARED BY:** Deputy City Clerk Melanie Correa

**SUBJECT:** **Local Area Formation Commission (LAFCO) Alternate  
Commissioner Nomination**

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### **BACKGROUND/DISCUSSION**

The City has been informed by Merced County that an alternate Commissioner seat for LAFCO is becoming vacant, and that it is the City of Gustine's turn in the rotation to fill the vacancy. The Commission meets every fourth Thursday of each month at the County Administration Building in Merced. Alternate Commissioners are not required to attend every LAFCO meeting, but instead are called upon when an absence presents itself to maintain a quorum.

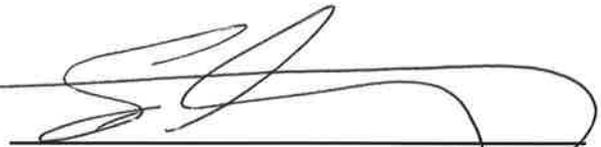
### **FISCAL IMPACT**

None

### **RECOMMENDATION**

It is staff's recommendation for Council to discuss, nominate and appoint an Alternate Commissioner to the Merced Local Area Formation Commission.

**APPROVED BY:**

  
SEAN SCULLY, CITY MANAGER