



**AGENDA**  
**CITY OF GUSTINE**  
**CITY COUNCIL**  
COUNCIL CHAMBERS, CITY HALL  
352 5<sup>th</sup> STREET GUSTINE, CALIFORNIA  
**OCTOBER 18, 2016 – 6:30 P.M.**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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

**ROLL CALL**

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

**PRESENTATIONS**

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1. **Reserve Police Officer Swearing In**  
Adam Hall, Gustine Reserve Police Officer
  
2. **Schneider Electric Water System Upgrade Project Update**  
Mark Kindleberger, Schneider Electric

**PUBLIC COMMENT**

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

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

**CONSENT CALENDAR**

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

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

3. **Minutes of the October 4, 2016 Regular Meeting**  
*Recommendation: Review and approve*
4. **Warrants**  
*Recommendation: Review and approve*
5. **Treasurer's Report – September 2016**  
*Recommendation: Review and approve*
6. **Approval of Director of Community Services, Finance Director and Deputy City Clerk/Human Resources Analyst Employment Agreements**  
*Recommendation: Approve agreements as submitted with effective dates of July 1, 2016*

## **ADMINISTRATIVE AGENDA**

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7. **Consider Request for Use of City Streets and Services from Gustine Elementary for Parade of Costumes**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to approve the request for use of City streets and services for Gustine Elementary Parade of Costumes*
  
8. **Consider Request for Use of City Streets and Services from Our Lady of Miracles for Our Lady of Guadalupe Celebration Parade**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to approve the request for use of City streets and services for Our Lady of Guadalupe Celebration Parade*
  
9. **PUBLIC HEARING to Consider Waiving the Second Reading and Approve Ordinance No. 474 Amending Title 4 Land Development, Chapter 4 Buildings and Building Regulations, Article 2 Technical Codes of the City of Gustine Municipal Code, and Adopting by Reference, the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code.**
  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 of Ordinance No. 474 amending the Title 4 Land Development, Chapter 4 Buildings and Building Regulations, Article 2 Technical Codes of the City of Gustine Municipal Code, and Adopting by Reference, the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code.*  
**(No Roll Call Vote Required)**
  5. *Motion to approve Ordinance No. No. 474 amending the Title 4 Land Development, Chapter 4 Buildings and Building Regulations, Article 2 Technical Codes of the City of Gustine Municipal Code, and Adopting by Reference, the California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code.*  
**(Roll Call Vote Required)**
  
10. **Consider Authorizing Execution of Cal Trans Maintenance Agreement**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to authorize Mayor and City Manager to execute Cal Trans maintenance agreement.*
  
11. **Discussion and Direction: Goman Community Center Renovation Project Scope**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Provide staff with direction on desired phasing and project splits for the Goman Community Center renovation*

## **CITY DEPARTMENT REPORTS**

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### **CITY MANAGER REPORT**

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### **CITY COUNCIL REPORTS**

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## **CLOSED SESSION**

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1. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Director of Community Services**
2. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Chief of Police**
3. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Finance Director**
4. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Deputy City Clerk / Human Resources Analyst**
5. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Clerks Association.**
6. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Public Works Association.**
7. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Police Officers Association.**
8. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Chief Wastewater Operator/Public Works Supervisor**

## **ADJOURNMENT**

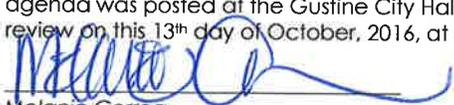
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### **Note:**

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 13<sup>th</sup> day of October, 2016, at or before 5:00 p.m.

  
Melanie Correa

**MINUTES OF  
REGULAR MEETING  
OCTOBER 4, 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: Hasness, Anderson, Nagy, Oliveira, Brazil

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

**PRESENTATIONS**

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**1. State Route 33/140 Roundabout Project Timeline Update**

Marjie Kirn, Merced County Association of Governments  
Mario Gouveia, Gouveia Engineering

Project Manager Reed and Marjie Kirn presented an update on the timeline and project status. Ms. Kirn further advised that an amendment would be heard by the Merced County Association of Governments Board meeting to initiate a funding exchange, which would allow the project to move forward on the new timeline.

**2. Association of California Airports Conference Report**

Tony Marchese and Derek Alexander, Gustine Airport Commissioners

Commissioners Marchese and Alexander presented their report on their attendance at the Association of California Airports Conference.

**PUBLIC COMMENT**

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Derek Alexander, of the Gustine Chamber of Commerce, advised that the Chamber would be placing an order for benches to be placed downtown.

**CONSENT CALENDAR**

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**3. Minutes of the September 20, 2016 Regular Meeting**

*Recommendation: Review and approve*

**4. Minutes of the September 28, 2016 Special Meeting**

*Recommendation: Review and approve*

**5. Warrants**

*Recommendation: Review and approve*

**6. Approval of Director of Community Services, Finance Director and Deputy City Clerk/Human Resources Analyst Employment Agreements**

*Recommendation: Approve agreements as submitted with effective dates of July 1, 2016*

The Mayor introduced the consent calendar. City Attorney Nelson advised that staff is requesting Council continue consent calendar item #6 to the October 18<sup>th</sup> meeting, due to a clerical error. There was no public comment. Council

member Nagy made a motion to approve the consent calendar, excluding item #6. The motion was seconded by Council member Hasness, and carried 5-0.

## **ADMINISTRATIVE AGENDA**

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### **7. WORKSHOP - Gustine Volunteer Fire Department Automotive and Equipment Replacement Program**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Conduct workshop*

City Manager Scully introduced the workshop. Fire Chief Borrelli presented the equipment and automotive replacement program. Brian White, Cal Fire Gustine Captain, provided more detailed information on the potential of revenue generating opportunities that would come from having a newer engine. Bart Garcia, of the Gustine Volunteer Fire Department, stressed the need for updated equipment. There was some Council discussion.

### **8. Consider Appointing Delegates to Participate in One Voice Trip**

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

City Manager Scully presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to nominate Council member Nagy. The motion was seconded by Council member Anderson, and carried 5-0.

## **CITY DEPARTMENT REPORTS**

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Gustine High School Student Representative Adrianna Toste distributed her report and advised on educational and extra-curricular school activities.

Police Chief Dunford advised that he had nothing to report.

Fire Chief Borrelli advised on a recent visit with Merced County District 4 Supervisor Kelsey, who would be funding a new refrigerator to compliment the newly remodeled fire house kitchen.

Public Works Director Reyes thanked the Airport Commission for their attendance at the Association of California Airports conference and for their report to Council. She relayed that preparations for the upcoming Fly-In were underway. Further, she advised that her department was busy with assisting in preparing for the many upcoming recreation events. Lastly, she advised that a survey was underway to replace faded street signs, and re-seeding of parks had begun, along with repairing minor main leaks around town.

Recreation Coordinator Vitorino advised of the upcoming movie night and fishing derby. She reminded everyone of the upcoming Healthy Choice Summit, which would be held on October 26<sup>th</sup>. Lastly, she reported that Halloween Festival preparations were ongoing.

## **CITY MANAGER REPORT**

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City Manager Scully introduced the City's new intern, Zach Ramos. He advised that there was an open call for projects with CMAQ, where the City would be applying to finish the walkway around Schmidt Park. City Manager Scully relayed that Phase 1 construction for the walkways around Schmidt Park was slated for

the beginning of 2017. He updated on the status of the O'Reilly's project and the Schneider Electric water system upgrade project. Lastly, he announce the upcoming West Side Health Care Task Force meeting to be held in Gustine on October 6<sup>th</sup>, where the new owners of the Westside Hospital were going to be announcing plans for the facility.

### **CITY COUNCIL REPORTS**

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Council member Anderson commended the homecoming parade. She also advised that she would be in attendance at the upcoming League of California Annual conference.

Council member Hasness thanked staff for their hard work preparing the budget. She relayed that she was happy to hear about the new mobile cameras helping at the recycling yard, and that she was also glad to see downtown code enforcement was underway. Lastly, she spoke of the importance of Measure V.

Council member Nagy concurred with Council member Hasness's urging to pass Measure V. He advised on his attendance at the recent Chamber of Commerce candidate's night. He also advised that he would be attending the League of California Cities annual conference. He reminded everyone of the upcoming Candidate's Forum at Gustine High on October 13<sup>th</sup>. Lastly, Council member Nagy wished a happy birthday to Joe DeGregori, he thanked the Fire Department for their attendance and presentation and welcomed Zach Ramos as an intern.

Mayor Pro Tem Oliveira thanked the Fire Department for their attendance and presentation. He welcomed intern Zach Ramos, and announced the upcoming West Side Health Care Task Force meeting to be held in Gustine on October 6<sup>th</sup>. He also advised of the recent Special Meeting held at the Goman Community Center to discuss the buildings rehabilitation.

Mayor Brazil commented on a great homecoming rally and game. He thanked Police Chief Dunford for his departments' attendance at the homecoming games. The mayor advised that the open session of tonight's meeting would be adjourned in the memory of Dieter Poetsch.

### **CLOSED SESSION**

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1. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Director of Community Services**
2. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Chief of Police**
3. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Finance Director**
4. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Deputy City Clerk / Human Resources Analyst**

5. **CONFERENCE WITH LABOR NEGOTIATOR.** Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Clerks Association.
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Council returned to open session and advised there was no reportable action.

#### **ADJOURNMENT**

Council member Anderson made a motion to adjourn the meeting. The motion was seconded by Mayor Pro Tem Oliveira. The meeting adjourned at 8:29 P.M.

**ATTEST:**

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**CITY CLERK**

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**MAYOR BRAZIL**



# Warrant List By Vendor Name

Post Dates 10/05/2016 - 10/18/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: A+ CORDEIRO PLUMBING</b>				
A+ CORDEIRO PLUMBING	3457	41824	SEWER REPAIR	139.00
A+ CORDEIRO PLUMBING	3464	41824	SEWER SYSYEM REPAIR LA	225.00
<b>Vendor A+ CORDEIRO PLUMBING Total:</b>				<b>364.00</b>
<b>Vendor: ALHAMBRA &amp; SIERRA SPRINGS</b>				
ALHAMBRA & SIERRA SPRI	12652410 092316	41825	WATER / WW	74.94
<b>Vendor ALHAMBRA &amp; SIERRA SPRINGS Total:</b>				<b>74.94</b>
<b>Vendor: APPLGATE TEEPLES DRILLING CO. INC</b>				
APPLGATE TEEPLES DRILL	14973	41826	SEWER LINE CLEAN UP	1,800.00
<b>Vendor APPLGATE TEEPLES DRILLING CO. INC Total:</b>				<b>1,800.00</b>
<b>Vendor: ARAMARK UNIFORM SERVICES INC</b>				
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	0.82
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	0.81
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	1.64
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	3.44
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634814421	41827	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	6.08
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	12.77
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	24.92
ARAMARK UNIFORM SERV	6348258768	41827	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	0.82
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	0.81
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	1.64
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	3.44
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634843113	41827	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	6.08
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	12.77
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	24.92
ARAMARK UNIFORM SERV	634857389	41827	PW UNIFORMS	5.47
<b>Vendor ARAMARK UNIFORM SERVICES INC Total:</b>				<b>154.36</b>
<b>Vendor: BLUELINE RENTAL LLC</b>				
BLUELINE RENTAL LLC	35785000001	41828	RENTAL EQUIPMENT	204.87
<b>Vendor BLUELINE RENTAL LLC Total:</b>				<b>204.87</b>
<b>Vendor: CA CITY MANAGEMENT FOUNDATION</b>				
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	60.00
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	20.00
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	20.00
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	8.00

## Warrant List

Post Dates: 10/05/2016 - 10/18/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	140.00
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	112.00
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	20.00
CA CITY MANAGEMENT F	FY 16/17 DUES SS	41829	CITY MANAGER MEMBERS	20.00
<b>Vendor CA CITY MANAGEMENT FOUNDATION Total:</b>				<b>400.00</b>
<b>Vendor: CALIFORNIA BUILDING STANDARDS COMMI</b>				
CALIFORNIA BUILDING ST	QTR JULY - SEPT 2016	41830	SB 1473 QTR ENDING SEP	45.90
<b>Vendor CALIFORNIA BUILDING STANDARDS COMMI Total:</b>				<b>45.90</b>
<b>Vendor: CALIFORNIA STATE DISBURSEMENT UNIT</b>				
CALIFORNIA STATE DISBU	PR- 10/1/16	41831	PAYROLL DEDUCTION	9.03
<b>Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:</b>				<b>9.03</b>
<b>Vendor: CASHIER-CDFA Certified Farmers Market 41104</b>				
CASHIER-CDFA Certified F	FARMERS MKT QTR ENDIN	41832	3RD QTR GUSTINE MKT #	130.00
<b>Vendor CASHIER-CDFA Certified Farmers Market 41104 Total:</b>				<b>130.00</b>
<b>Vendor: CENTRAL SANITARY SUPPLY</b>				
CENTRAL SANITARY SUPPL	737164	41833	JANITORIAL SUPPLIES	132.58
CENTRAL SANITARY SUPPL	737164	41833	JANITORIAL SUPPLIES	132.59
CENTRAL SANITARY SUPPL	738919	41833	JANITORIAL SUPPLIES	57.75
CENTRAL SANITARY SUPPL	738919	41833	JANITORIAL SUPPLIES	57.75
<b>Vendor CENTRAL SANITARY SUPPLY Total:</b>				<b>380.67</b>
<b>Vendor: CITY OF GUSTINE</b>				
CITY OF GUSTINE	OCTOBER 2016	41834	BORRELLI WATER	1,646.11
<b>Vendor CITY OF GUSTINE Total:</b>				<b>1,646.11</b>
<b>Vendor: CITY OF LOS BANOS</b>				
CITY OF LOS BANOS	0652606	41835	PD PRISONER BILLING SEP	280.00
<b>Vendor CITY OF LOS BANOS Total:</b>				<b>280.00</b>
<b>Vendor: COOK'S COMMUNICATIONS</b>				
COOK'S COMMUNICATIO	129866	41836	FD SUPPLIES	189.09
<b>Vendor COOK'S COMMUNICATIONS Total:</b>				<b>189.09</b>
<b>Vendor: CRESCENT WORK &amp; OUTDOOR #1</b>				
CRESCENT WORK & OUTD	046098	41837	PD PATROL SUPPLIES	641.45
<b>Vendor CRESCENT WORK &amp; OUTDOOR #1 Total:</b>				<b>641.45</b>
<b>Vendor: CSG CONSULTING - PRECISION</b>				
CSG CONSULTING - PRECIS	7148	41838	SEPTEMBER 2016 PERMIT	2,694.07
<b>Vendor CSG CONSULTING - PRECISION Total:</b>				<b>2,694.07</b>
<b>Vendor: DENNIS CASTRO</b>				
DENNIS CASTRO	REIMB PHYSICAL	41839	REIMB PRE EMPLOY SCREE	33.00
DENNIS CASTRO	REIMB PHYSICAL	41839	REIMB PRE EMPLOY SCREE	32.99
DENNIS CASTRO	REIMB PHYSICAL	41839	REIMB PRE EMPLOY SCREE	33.01
<b>Vendor DENNIS CASTRO Total:</b>				<b>99.00</b>
<b>Vendor: DEPOT GARAGE INC</b>				
DEPOT GARAGE INC	0006658	41840	WATER TRUCK REPAIR	1,275.65
DEPOT GARAGE INC	0007040	41840	WATER TRUCK REPAIR	1,536.62
<b>Vendor DEPOT GARAGE INC Total:</b>				<b>2,812.27</b>
<b>Vendor: DEPT OF CONSERVATION</b>				
DEPT OF CONSERVATION	QTR ENDING 9302016	41841	STRONG MOTION AND SEI	80.87
<b>Vendor DEPT OF CONSERVATION Total:</b>				<b>80.87</b>
<b>Vendor: DOMINGOS PONCEANO</b>				
DOMINGOS PONCEANO	1542	41842	JANITORIAL	400.00
DOMINGOS PONCEANO	1542	41842	JANITORIAL	360.00
DOMINGOS PONCEANO	1542	41842	JANITORIAL	450.00
<b>Vendor DOMINGOS PONCEANO Total:</b>				<b>1,210.00</b>

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: ENSEMBLE CARE FOR HEROES</b>				
ENSEMBLE CARE FOR HER	INV54568	41843	FD UNIFORM SUPPLIES	75.30
<b>Vendor ENSEMBLE CARE FOR HEROES Total:</b>				<b>75.30</b>
<b>Vendor: FAR WEST LABORATORIES, INC.</b>				
FAR WEST LABORATORIES,	83114	41844	WATER ANALYSIS	850.00
FAR WEST LABORATORIES,	83115	41844	WATER ANALYSIS	1,185.00
FAR WEST LABORATORIES,	83456	41844	WATER ANALYSIS	350.00
<b>Vendor FAR WEST LABORATORIES, INC. Total:</b>				<b>2,385.00</b>
<b>Vendor: FASTENAL COMPANY</b>				
FASTENAL COMPANY	CALOB40969	41845	PW- NO PARKING SIGNS	149.30
FASTENAL COMPANY	CALOB41203	41845	STOP SIGNS	1,282.75
<b>Vendor FASTENAL COMPANY Total:</b>				<b>1,432.05</b>
<b>Vendor: FERGUSON ENTERPRISES INC</b>				
FERGUSON ENTERPRISES I	1216609	41846	WATER PARTS	552.06
<b>Vendor FERGUSON ENTERPRISES INC Total:</b>				<b>552.06</b>
<b>Vendor: G&amp;K SERVICES</b>				
G&K SERVICES	1057316727	41847	PW UNIFORMS	2.61
G&K SERVICES	1057316727	41847	PW UNIFORMS	2.62
G&K SERVICES	1057316727	41847	PW UNIFORMS	5.23
G&K SERVICES	1057316727	41847	PW UNIFORMS	4.70
G&K SERVICES	1057316727	41847	PW UNIFORMS	10.98
G&K SERVICES	1057316727	41847	PW UNIFORMS	21.43
G&K SERVICES	1057316727	41847	PW UNIFORMS	4.70
G&K SERVICES	1057319474	41847	PW UNIFORMS	2.58
G&K SERVICES	1057319474	41847	PW UNIFORMS	2.58
G&K SERVICES	1057319474	41847	PW UNIFORMS	5.15
G&K SERVICES	1057319474	41847	PW UNIFORMS	4.64
G&K SERVICES	1057319474	41847	PW UNIFORMS	10.82
G&K SERVICES	1057319474	41847	PW UNIFORMS	21.13
G&K SERVICES	1057319474	41847	PW UNIFORMS	4.64
G&K SERVICES	1057322270	41847	PW UNIFORMS	2.58
G&K SERVICES	1057322270	41847	PW UNIFORMS	2.58
G&K SERVICES	1057322270	41847	PW UNIFORMS	5.15
G&K SERVICES	1057322270	41847	PW UNIFORMS	4.64
G&K SERVICES	1057322270	41847	PW UNIFORMS	10.82
G&K SERVICES	1057322270	41847	PW UNIFORMS	21.13
G&K SERVICES	1057322270	41847	PW UNIFORMS	4.64
<b>Vendor G&amp;K SERVICES Total:</b>				<b>155.35</b>
<b>Vendor: GARTON FORD TRACTOR</b>				
GARTON FORD TRACTOR	NC42815	41848	TRACTOR REPAIR PARTS	226.66
<b>Vendor GARTON FORD TRACTOR Total:</b>				<b>226.66</b>
<b>Vendor: GILTON SOLID WASTE MANAGEMENT INC</b>				
GILTON SOLID WASTE MA	SEPTEMBER 2016	41849	TRASH BIN	244.76
<b>Vendor GILTON SOLID WASTE MANAGEMENT INC Total:</b>				<b>244.76</b>
<b>Vendor: GUERRERO'S TIRE &amp; AUTO REPAIR</b>				
GUERRERO'S TIRE & AUTO	09282016	41850	NEW TIRE	108.00
GUERRERO'S TIRE & AUTO	10032016	41850	TIRE REPAIR	10.00
<b>Vendor GUERRERO'S TIRE &amp; AUTO REPAIR Total:</b>				<b>118.00</b>
<b>Vendor: HOWK SYSTEMS</b>				
HOWK SYSTEMS	0153306-IN	41851	WELL 5 PART	2,632.82
<b>Vendor HOWK SYSTEMS Total:</b>				<b>2,632.82</b>
<b>Vendor: IEH-JL ANALYTICAL</b>				
IEH-JL ANALYTICAL	379510	41852	WW ANALYSIS	463.00

## Warrant List

Post Dates: 10/05/2016 - 10/18/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
IEH-JL ANALYTICAL	379958	41852	WW ANALYSIS	72.00
<b>Vendor IEH-JL ANALYTICAL Total:</b>				<b>535.00</b>
<b>Vendor: INFOSEND BILLING</b>				
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	34.99
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	26.07
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	14.00
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	10.43
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	230.95
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	172.04
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	230.95
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	172.04
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	188.96
INFOSEND BILLING	111292	41853	UTILITY BILLING AUGUST 2	140.74
<b>Vendor INFOSEND BILLING Total:</b>				<b>1,221.17</b>
<b>Vendor: JOCELYN ROLAND, PHD</b>				
JOCELYN ROLAND, PHD	13051	41854	PRE EMPLOYMENT SCREE	450.00
<b>Vendor JOCELYN ROLAND, PHD Total:</b>				<b>450.00</b>
<b>Vendor: JOE'S LANDSCAPING AND CONCRETE, INC</b>				
JOE'S LANDSCAPING AND	9169	41855	DOWNTOWN LANDSCAPE	136.54
<b>Vendor JOE'S LANDSCAPING AND CONCRETE, INC Total:</b>				<b>136.54</b>
<b>Vendor: LANGUAGE LINE SERVICES</b>				
LANGUAGE LINE SERVICES	3927315	41856	PD TRANSLATION	21.77
<b>Vendor LANGUAGE LINE SERVICES Total:</b>				<b>21.77</b>
<b>Vendor: MATTOS NEWSPAPERS INC</b>				
MATTOS NEWSPAPERS IN	PI090816309	41857	PUBLIC NOTICE AMEND O	64.00
<b>Vendor MATTOS NEWSPAPERS INC Total:</b>				<b>64.00</b>
<b>Vendor: MERCED COUNTY TAX COLLECTOR</b>				
MERCED COUNTY TAX COL	NOV 1 063-050-046-000	41858	PAYMENT #1 063-050-046	459.14
MERCED COUNTY TAX COL	NOV 1 063-130-066-000	41858	PAYMENT #1 063-130-066	1,723.16
MERCED COUNTY TAX COL	NOV 1 063-130-067-000	41858	PAYMENT #1 063-130-067	593.84
MERCED COUNTY TAX COL	NOV 1 063-160-006-000	41858	PAYMENT #1 063-160-006	2,629.04
MERCED COUNTY TAX COL	NOV 1 063-160-007-000	41858	PAYMENT #1 063-160-007	1,191.73
MERCED COUNTY TAX COL	NOV 1 063-160-014-000	41858	PAYMENT # 1 063-160-01	1,354.96
MERCED COUNTY TAX COL	NOV 1 063-160-023-000	41858	PAYMENT # 1 063-160-02	1,057.20
MERCED COUNTY TAX COL	NOV 1 063-160-024-000	41858	PAYMENT #1 063-160-024	881.46
MERCED COUNTY TAX COL	NOV 1 063-320-013-000	41858	PAYMENT #1 063-320-013	44.98
<b>Vendor MERCED COUNTY TAX COLLECTOR Total:</b>				<b>9,935.51</b>
<b>Vendor: MODERN WILDLIFE SOLUTIONS</b>				
MODERN WILDLIFE SOLUT	4675	41859	GOPHER ABATEMENT	150.00
MODERN WILDLIFE SOLUT	4675	41859	GOPHER ABATEMENT	150.00
<b>Vendor MODERN WILDLIFE SOLUTIONS Total:</b>				<b>300.00</b>
<b>Vendor: NAMAKAN WEST FISHERIES</b>				
NAMAKAN WEST FISHERIE	27005	41860	FISHING DERBY SUPPLIES	400.00
<b>Vendor NAMAKAN WEST FISHERIES Total:</b>				<b>400.00</b>
<b>Vendor: NATIONAL PEN HOLDINGS, LLC</b>				
NATIONAL PEN HOLDINGS	108884227	41861	PD COMMUNITY PROMOT	138.07
<b>Vendor NATIONAL PEN HOLDINGS, LLC Total:</b>				<b>138.07</b>
<b>Vendor: OPERATING ENGINEERS LOCAL #3</b>				
OPERATING ENGINEERS L	PR- 10/01/16	41862	PAYROLL DEDUCTIONS	90.00
OPERATING ENGINEERS L	PR- 10/1/16	41862	PAYROLL DEDUCTIONS	192.00
<b>Vendor OPERATING ENGINEERS LOCAL #3 Total:</b>				<b>282.00</b>

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
<b>Vendor: P G &amp; E</b>				
P G & E	09302016	41863	ELECTRIC LINDEN & BONT	11.41
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	2,512.52
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	132.83
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	64.42
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	682.42
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	55.89
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	384.17
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	597.09
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	45.46
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	1,576.62
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	6,806.65
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	161.79
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	13,552.70
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	1,332.74
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	777.22
P G & E	OCTOBER 2016	41863	GAS AND ELECTRIC OCTOB	200.22
<b>Vendor P G &amp; E Total:</b>				<b>28,894.15</b>
<b>Vendor: PIONEER DRUG</b>				
PIONEER DRUG	18150	41864	WW SUPPLIES	6.12
<b>Vendor PIONEER DRUG Total:</b>				<b>6.12</b>
<b>Vendor: POLICE OFFICERS ASSOC</b>				
POLICE OFFICERS ASSOC	PR- 10/1/16	41865	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	100000014827651	4019	RETIREMENT CONTRIB.-FY	56.54
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	31.89
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	39.87
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	27.74
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	273.88
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	215.55
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	28.27
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	104.29
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	87.92
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	34.64
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	44.21
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	232.74
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	6.43
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	64.63
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	28.27
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	25.72
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	174.31
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	11.31
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	17.38
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	11.57
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	32.47
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	180.92
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	247.08
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	77.17
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	679.72
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	175.27
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	177.75
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	77.17

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	773.23
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	28.27
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	26.07
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	46.20
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	12.86
PUBLIC EMP RETIREMENT	100000014827651	4019	RETIREMENT CONTRIB.-FY	40.63
PUBLIC EMP RETIREMENT	100000014827661	4018	RETIREMENT CONTRIB.- F	715.39
PUBLIC EMP RETIREMENT	100000014827661	4018	RETIREMENT CONTRIB.- F	8,377.89
PUBLIC EMP RETIREMENT	100000014827661	4018	RETIREMENT CONTRIB.- F	142.84
PUBLIC EMP RETIREMENT	100000014827661	4018	RETIREMENT CONTRIB.- F	61.22
PUBLIC EMP RETIREMENT	100000014827668	4017	RETIREMENT CONTRIB.- F	2.55
PUBLIC EMP RETIREMENT	PR-9/17/16EECLASSICMIS	4012	RETIREMENT CONTRIBUTI	1,941.14
PUBLIC EMP RETIREMENT	PR-9/17/16EECLASSICSAF	4013	RETIREMENT CONTRIBUTI	1,301.88
PUBLIC EMP RETIREMENT	PR-9/17/16EEPEPRASAFET	4011	RETIREMENT CONTRIBUTI	593.24
PUBLIC EMP RETIREMENT	PR-9/17/16ERCLASSICMIS	4015	RETIREMENT CONTRIBUTI	2,379.85
PUBLIC EMP RETIREMENT	PR-9/17/16ERCLASSICSAF	4016	RETIREMENT CONTRIBUTI	2,460.18
PUBLIC EMP RETIREMENT	PR-9/17/16ERPEPRASAFET	4014	RETIREMENT CONTRIBUTI	623.30
<b>Vendor PUBLIC EMP RETIREMENT SYSTEM Total:</b>				<b>22,691.45</b>
<b>Vendor: QPCS, LLC</b>				
QPCS, LLC	12659	41866	PD MONTHLY ONLINE SER	945.00
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	21.70
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	21.70
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	108.50
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	32.55
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	32.55
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	21.70
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	32.55
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	162.75
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	217.00
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	217.00
QPCS, LLC	12660	41866	I.T. SUPPORT MONTHLY	217.00
<b>Vendor QPCS, LLC Total:</b>				<b>2,030.00</b>
<b>Vendor: SAN JOAQUIN VALLEY UNIFIED AIR POLL</b>				
SAN JOAQUIN VALLEY UNI	N117869	41867	GENERATOR PERMIT	264.00
<b>Vendor SAN JOAQUIN VALLEY UNIFIED AIR POLL Total:</b>				<b>264.00</b>
<b>Vendor: SHELLY DAVIS-KING</b>				
SHELLY DAVIS-KING	16-04-03	41868	CONSTRUCT ROUNDABOU	1,013.65
<b>Vendor SHELLY DAVIS-KING Total:</b>				<b>1,013.65</b>
<b>Vendor: SIERRA CHEMICAL</b>				
SIERRA CHEMICAL	SLC 10012784	41869	CREDIT CHLORINE	-270.00
SIERRA CHEMICAL	SLS 10039356	41869	CHLORINE	1,212.24
<b>Vendor SIERRA CHEMICAL Total:</b>				<b>942.24</b>
<b>Vendor: SOLSTICE INVESTMENTS LLC (SOLAR CITY)</b>				
SOLSTICE INVESTMENTS L	9533902-00-008-B	41870	ELECTRIC WW PLANT	3,245.77
<b>Vendor SOLSTICE INVESTMENTS LLC (SOLAR CITY) Total:</b>				<b>3,245.77</b>
<b>Vendor: SUBWAY (GUSTINE)</b>				
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	12.00
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	4.00
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	4.00
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	1.60
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	28.00
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	22.40
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	4.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
SUBWAY (GUSTINE)	1/A-25559	41871	WESTSIDE HEALTHCARE T	4.00
<b>Vendor SUBWAY (GUSTINE) Total:</b>				<b>80.00</b>
<b>Vendor: SWANK MOTION PICTURES, INC</b>				
SWANK MOTION PICTURE	DB 2244091	41872	MOVIE NIGHT	200.00
<b>Vendor SWANK MOTION PICTURES, INC Total:</b>				<b>200.00</b>
<b>Vendor: TERMINIX INTERNATIONAL</b>				
TERMINIX INTERNATIONA	358461173	41873	GOMAN PEST CONTROL	64.00
TERMINIX INTERNATIONA	358711345	41873	PEST CONTROL (ANIMAL C	10.00
TERMINIX INTERNATIONA	358808627	41873	PEST CONTROL (LIBRARY)	36.00
<b>Vendor TERMINIX INTERNATIONAL Total:</b>				<b>110.00</b>
<b>Vendor: TESEI PETROLEUM</b>				
TESEI PETROLEUM	60977	41874	FUEL FD/PD/PW VEHICLE	66.26
TESEI PETROLEUM	60977	41874	FUEL FD/PD/PW VEHICLE	525.72
TESEI PETROLEUM	60977	41874	FUEL FD/PD/PW VEHICLE	168.65
TESEI PETROLEUM	60977	41874	FUEL FD/PD/PW VEHICLE	36.11
TESEI PETROLEUM	60977	41874	FUEL FD/PD/PW VEHICLE	176.48
TESEI PETROLEUM	60977	41874	FUEL FD/PD/PW VEHICLE	177.08
<b>Vendor TESEI PETROLEUM Total:</b>				<b>1,150.30</b>
<b>Vendor: THE OFFICE CITY</b>				
THE OFFICE CITY	IN-1385179	41875	PD OFFICE SUPPLIES	20.11
<b>Vendor THE OFFICE CITY Total:</b>				<b>20.11</b>
<b>Vendor: TIFFANY VITORINO</b>				
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	2.75
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	0.92
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	0.92
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	0.37
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	6.43
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	5.14
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	0.92
TIFFANY VITORINO	9212016 TRAVEL SENIOR	41876	SENIOR MEETING	0.91
TIFFANY VITORINO	REIMB 10.11.16 MOVIE NI	41876	MOVIE NIGHT SUPPLIES	27.77
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	5.02
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	1.67
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	1.67
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	0.67
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	11.72
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	9.37
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	1.67
TIFFANY VITORINO	REIMB 10.11.16 TRAVEL T	41876	TRAVEL REIMB WESTSIDE	1.69
TIFFANY VITORINO	REIMB MOVIE NIGHT 10.1	41876	FISHING DAY AND MOVIE	32.40
<b>Vendor TIFFANY VITORINO Total:</b>				<b>112.01</b>
<b>Vendor: TINA MARIE TROESCH (DJ TWISTED TROESCH)</b>				
TINA MARIE TROESCH (DJ	MOVIE NIGHT DJ	41877	MOVIE NIGHT DJ	200.00
<b>Vendor TINA MARIE TROESCH (DJ TWISTED TROESCH) Total:</b>				<b>200.00</b>
<b>Vendor: VALLEY PIPE &amp; SUPPLY INC</b>				
VALLEY PIPE & SUPPLY INC	1254660-01	41878	WATER REPAIR PARTS	9,738.12
<b>Vendor VALLEY PIPE &amp; SUPPLY INC Total:</b>				<b>9,738.12</b>
<b>Vendor: VERIZON WIRELESS</b>				
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	0.43
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	51.81
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	93.57
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	12.84
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	44.40

## Warrant List

Post Dates: 10/05/2016 - 10/18/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	27.55
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	14.80
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	27.54
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	51.81
VERIZON WIRELESS	9772548852	41879	CELL SERVICE	148.03
<b>Vendor VERIZON WIRELESS Total:</b>				<b>472.78</b>
<b>Vendor: WASHINGTON STATE SUPPORT REGISTRY</b>				
WASHINGTON STATE SUP	PR- 10/1/16	41880	PAYROLL DEDUCTION	142.71
<b>Vendor WASHINGTON STATE SUPPORT REGISTRY Total:</b>				<b>142.71</b>
<b>Vendor: WESTSIDE ANIMAL HOSPITAL</b>				
WESTSIDE ANIMAL HOSPI	53732	41881	VET SERVICES	97.02
WESTSIDE ANIMAL HOSPI	53758	41881	VET SERVICES	32.60
<b>Vendor WESTSIDE ANIMAL HOSPITAL Total:</b>				<b>129.62</b>
<b>Vendor: WESTSIDE WELDING &amp; RADIATOR</b>				
WESTSIDE WELDING & RA	9845	41882	GAZEBO REPAIR / OTHER	167.14
WESTSIDE WELDING & RA	9845	41882	GAZEBO REPAIR / OTHER	172.22
WESTSIDE WELDING & RA	9845	41882	GAZEBO REPAIR / OTHER	167.14
<b>Vendor WESTSIDE WELDING &amp; RADIATOR Total:</b>				<b>506.50</b>
<b>Vendor: YOUNG'S AIR CONDITIONING</b>				
YOUNG'S AIR CONDITIONI	416023	41883	WW PLANT HVAC	6,240.49
<b>Vendor YOUNG'S AIR CONDITIONING Total:</b>				<b>6,240.49</b>
<b>Grand Total:</b>				<b>113,132.71</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	22,064.11
002 - UTILITY TAX FUND	27.55
009 - COMMUNITY CENTER FUND	1,460.47
016 - SWIM POOL FUND	1,660.50
017 - CITY WIDE LIGHTING & LAND	7,878.18
019 - RECREATION FUND	1,255.57
020 - SURFACE TRANS SERV FUND	1,013.65
021 - ST/SIDEWALK MAINT	1,714.82
059 - STORM DRAIN	303.55
060 - WATER FUND	35,651.90
061 - SEWER FUND	26,131.83
062 - REFUSE	900.27
063 - AIRPORT FUND	903.51
074 - ASSESS - BORRELLI	2,013.47
099 - PAYROLL TRUST FUND	10,153.33
<b>Grand Total:</b>	<b>113,132.71</b>

## Account Summary

Account Number	Account Name	Payment Amount
001-0110-530.201-00	OTHER CONTRACT SERVI	21.70
001-0120-510.000-00	PERS	56.54
001-0140-510.000-00	PERS	31.89
001-0140-530.009-00	OTHER PROFESSIONAL S	2,694.07
001-0140-530.011-00	TELEPHONE & INTERNET	0.43
001-0140-530.014-00	POSTAGE	34.99
001-0140-530.201-00	OTHER CONTRACT SERVI	47.77
001-0142-510.000-00	PERS	39.87
001-0150-510.000-00	PERS	27.74
001-0150-520.011-00	UNIFORM ALLOWANCE	15.49
001-0150-520.040-00	FUEL	66.26
001-0150-530.011-00	TELEPHONE & INTERNET	51.81
001-0150-530.060-00	ELECTRIC	2,512.52
001-0150-530.062-00	GAS	132.83
001-0150-530.201-00	OTHER CONTRACT SERVI	436.00
001-0210-510.000-00	PERS	9,369.71
001-0210-520.000-00	OFFICE SUPPLIES	20.11
001-0210-520.040-00	FUEL	525.72
001-0210-530.009-00	OTHER PROFESSIONAL S	1,393.22
001-0210-530.011-00	TELEPHONE & INTERNET	93.57
001-0210-530.060-00	ELECTRIC	64.42
001-0210-530.089-00	COMMUNITY PROMOTI	138.07
001-0210-530.091-00	MEETINGS & TRAINING	79.77
001-0210-530.201-00	OTHER CONTRACT SERVI	1,413.50
001-0220-520.010-00	DEPT OPERATING SUPPL	189.09
001-0220-520.011-00	UNIFORM ALLOWANCE	75.30
001-0220-530.060-00	ELECTRIC	682.42
001-0220-530.062-00	GAS	55.89
001-0230-510.000-00	PERS	215.55
001-0230-530.009-00	OTHER PROFESSIONAL S	129.62
001-0230-530.011-00	TELEPHONE	12.84
001-0230-530.201-00	OTHER CONTRACT SERVI	10.00
001-0410-510.000-00	PERS	28.27
001-0410-520.010-00	DEPT OPERATING SUPPL	64.00
001-0410-530.094-00	PLANNING/CONSTRUCT	80.87
001-0410-530.201-00	OTHER CONTRACT SERVI	45.90
001-0610-510.000-00	PERS	104.29
001-0610-520.010-00	DEPT OPERATING SUPPL	465.47

## Account Summary

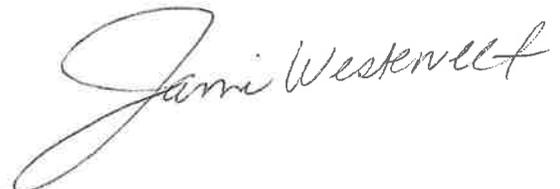
Account Number	Account Name	Payment Amount
001-0610-520.011-00	UNIFORM ALLOWANCE	15.48
001-0610-520.030-00	MOTOR VEHICLE EXPEN	10.00
001-0610-530.011-00	TELEPHONE	44.40
001-0610-530.060-00	ELECTRIC	384.17
001-0610-530.201-00	OTHER CONTRACT SERVI	182.55
002-0147-530.011-00	TELEPHONE	27.55
009-0150-510.000-00	PERS	87.92
009-0150-520.040-00	FUEL	168.65
009-0150-530.011-00	TELEPHONE	14.80
009-0150-530.060-00	ELECTRIC	597.09
009-0150-530.062-00	GAS	45.46
009-0150-530.201-00	OTHER CONTRACT SERVI	546.55
016-0613-510.000-00	PERS	34.64
016-0613-530.011-00	TELEPHONE	27.54
016-0613-530.060-00	ELECTRIC	1,576.62
016-0613-530.201-00	OTHER CONTRACT SERVI	21.70
017-0120-510.000-00	PERS	44.21
017-0120-530.091-00	MEETINGS & TRAINING	26.59
017-0260-530.060-00	ELECTRIC	6,806.65
017-0270-520.010-00	DEPT OPERATING SUPPL	172.22
017-0610-510.000-00	PERS	232.74
017-0610-520.010-00	DEPT OPERATING SUPPL	326.88
017-0610-520.011-00	UNIFORM ALLOWANCE	30.97
017-0610-520.040-00	FUEL	36.11
017-0610-530.011-00	TELEPHONE	51.81
017-0610-530.201-00	OTHER CONTRACT SERVI	150.00
019-0142-510.000-00	PERS	6.43
019-0440-520.010-00	DEPT OPERATING SUPPL	130.00
019-0613-510.000-00	PERS	64.63
019-0613-520.010-00	DEPT OPERATING SUPPL	860.17
019-0613-530.060-00	ELECTRIC	161.79
019-0613-530.201-00	OTHER CONTRACT SERVI	32.55
020-0310-540.020-00	OTHER IMPROVEMENTS	1,013.65
021-0120-510.000-00	PERS	28.27
021-0120-530.091-00	MEETINGS & TRAINING	26.59
021-0142-510.000-00	PERS	25.72
021-0310-510.000-00	PERS	174.31
021-0310-520.010-00	DEPT OPERATING SUPPL	1,432.05
021-0310-520.011-00	UNIFORM ALLOWANCE	27.88
059-0120-510.000-00	PERS	11.31
059-0120-530.091-00	MEETINGS & TRAINING	10.64
059-0140-510.000-00	PERS	17.38
059-0140-530.014-00	POSTAGE	14.00
059-0140-530.201-00	OTHER CONTRACT SERVI	10.43
059-0142-510.000-00	PERS	11.57
059-0730-510.000-00	PERS	32.47
059-0730-530.009-00	OTHER PROFESSIONAL S	33.00
059-0730-530.201-00	OTHER CONTRACT SERVI	162.75
060-0120-510.000-00	PERS	180.92
060-0120-530.091-00	MEETINGS & TRAINING	186.15
060-0140-510.000-00	PERS	247.08
060-0140-530.014-00	POSTAGE	230.95
060-0140-530.201-00	OTHER CONTRACT SERVI	172.04
060-0142-510.000-00	PERS	77.17
060-0210-510.000-00	PERS	142.84
060-0710-510.000-00	PERS	679.72
060-0710-520.010-00	DEPT OPERATING SUPPL	11,232.42
060-0710-520.011-00	UNIFORM ALLOWANCE	65.04

**Account Summary**

Account Number	Account Name	Payment Amount
060-0710-520.030-00	MOTOR VEHICLE EXPEN	2,812.27
060-0710-520.040-00	FUEL	176.48
060-0710-530.009-00	OTHER PROFESSIONAL S	32.99
060-0710-530.011-00	TELEPHONE	148.03
060-0710-530.060-00	ELECTRIC	13,564.11
060-0710-530.072-00	OTHER EQUIPMENT REP	2,632.82
060-0710-530.094-00	LICENSES & PERMIT FEE	264.00
060-0710-530.201-00	OTHER CONTRACT SERVI	2,806.87
061-0120-510.000-00	PERS	175.27
061-0120-530.091-00	MEETINGS & TRAINING	148.91
061-0140-510.000-00	PERS	177.75
061-0140-530.014-00	POSTAGE	230.95
061-0140-530.201-00	OTHER CONTRACT SERVI	172.04
061-0142-510.000-00	PERS	77.17
061-0210-510.000-00	PERS	61.22
061-0520-510.000-00	PERS	773.23
061-0520-520.010-00	DEPT OPERATING SUPPL	1,881.06
061-0520-520.011-00	UNIFORM ALLOWANCE	126.97
061-0520-520.040-00	FUEL	177.08
061-0520-530.009-00	OTHER PROFESSIONAL S	33.01
061-0520-530.060-00	ELECTRIC	4,578.51
061-0520-530.072-00	OTHER EQUIPMENT REP	226.66
061-0520-530.095-00	TAXES	9,935.51
061-0520-530.201-00	OTHER CONTRACT SERVI	1,116.00
061-0520-540.030-00	MACHINERY & EQUIPME	6,240.49
062-0120-510.000-00	PERS	28.27
062-0120-530.091-00	MEETINGS & TRAINING	26.59
062-0140-510.000-00	PERS	26.07
062-0140-530.014-00	POSTAGE	188.96
062-0140-530.201-00	OTHER CONTRACT SERVI	140.74
062-0510-520.011-00	UNIFORM ALLOWANCE	27.88
062-0510-530.009-00	OTHER PROFESSIONAL S	244.76
062-0510-530.201-00	OTHER CONTRACT SERVI	217.00
063-0120-510.000-00	PERS	46.20
063-0120-530.091-00	MEETINGS & TRAINING	26.60
063-0142-510.000-00	PERS	12.86
063-0340-510.000-00	PERS	40.63
063-0340-530.060-00	ELECTRIC	777.22
074-0610-530.059-00	WATER UTILITY	1,646.11
074-0610-530.060-00	ELECTRIC	200.22
074-0910-520.010-00	DEPT OPERATING SUPPL	167.14
099-0000-220.050	PERS PAYABLE	9,299.59
099-0000-220.071	POA DEDUCT PAYABLE	420.00
099-0000-220.081	UNION DUES PAYABLE	282.00
099-0000-220.097	CALIFORNIA STATE DISB	9.03
099-0000-220.098	WASHINGTON SUPPORT	142.71
	<b>Grand Total:</b>	<b>113,132.71</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	113,132.71
<b>Grand Total:</b>	<b>113,132.71</b>





# TREASURER'S REPORT

Period Ending September 30, 2016

The following investment and cash information pertains to the period ending September 20, 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	0.634%	\$3,837,846.02
Raymond James	001-100.011	Liquid Account	0.010%	\$273,467.44
<i>Subtotal</i>				\$4,111,313.46
<b>Non Interest Bearing Items</b>				
Tri-Counties Bank	099-100.004	Payroll Account		\$216,889.63
Tri-Counties Bank	000-100.100	General Checking		\$617,427.79
<i>Subtotal</i>				\$834,317.42
<b>Total Cash and Investments</b>				<b>\$4,945,630.88</b>

Prepared by:

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



## COUNCIL AGENDA ITEM

### OCTOBER 18, 2016

**PREPARED BY:** City Manager Sean Scully

**SUBJECT:** Approval of Employment Agreements for Director of Community Services, Finance Director and Deputy City Clerk/Human Resources Analyst

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#### **BACKGROUND/DISCUSSION**

Contract negotiations with all City employees with Employment Agreements have been concluded for FY 2016-2017. Attached are the employment agreements for Director of Community Services, Finance Director and Deputy City Clerk/Human Resources Analyst.

Pursuant to Government Code Section 54957.6 Employee Agreements are now required to be reviewed and approved by Council in open session.

#### **RECOMMENDATION**

Council review and approve Employee Agreements for Director of Community Services, Finance Director and Deputy City Clerk/Human Resources Analyst.

#### **ATTACHMENTS**

- A) Employee Agreements for Director of Community Services, Finance Director and Deputy City Clerk/Human Resources Analyst

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), made and entered into this July 1, 2016, by and between the City of Gustine, a California municipal corporation, (“City” or “Employer”) and Kathryn Reyes (“Employee”), an individual, both of whom agree as follows:

### **Section 1. Appointment; Duties and Authority**

A. City agrees to employ Employee as Director of Community Services, to perform the functions and duties specified in the job description and the Gustine Municipal Code (if applicable), and to perform other legally permissible and proper duties and functions. Employee’s appointment is “at will,” meaning that the employment can be terminated at any time, with or without cause. Employee serves at the pleasure of the City Manager.

B. Employee agrees to maintain any licenses or certifications required by Employee’s job description.

### **Section 2. Hours of Work**

The Employee as Director of Community Services is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City’s regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee’s position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City’s behalf). As such, Employee’s daily and weekly work schedule will vary in accordance with the work to be performed in accordance with specific direction provided by the City Manager.

### **Section 3. Performance Evaluation**

The City Manager shall conduct an annual evaluation of Employee’s performance on a date agreed by City Manager and Employee, but not later than March 31<sup>st</sup> of each year. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this agreement.

### **Section 4. Compensation**

A. City agrees to pay Employee according to the following salary schedule:

As of July 1, 2016, the salary range is as follows:

<u>A Step</u>	<u>B Step</u>	<u>C Step</u>
\$77,036	\$78,962	\$80,936

The City agrees to pay Employee at “A” step in the Director of Community Services salary range

effective July 1, 2016 and agrees that Employee will be eligible for step increases annually based on review and approval of the City Manager. Provided that the Agreement is extended as set forth in Section 10, a third year salary increase as of July 1, 2018 to "C" step of the Director of Community Services salary range is permitted.

B. Salary changes approved for and applied to any other employees of City shall not be applied to Employee unless the City Council expressly provides that they shall apply. Any salary increase shall be contingent on the City Manager's positive evaluation of Employee's performance described in this Agreement.

C. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

### **Section 5. Health, Disability and Life Insurance Benefits**

A. Upon execution of this agreement, the City will make available to the Employee the same benefits granted to the Gustine Clerks Association with respect to health insurance, Employee Assistance Program, and CalPERS benefits; such benefits shall include Employee paying any applicable Employee portions thereof, in the amounts paid by the members of the Gustine Clerks Association.

B. The City agrees to provide the Employee with a life insurance policy in the amount of \$100,000.

### **Section 6. Holidays, Vacation, Sick, and Administrative Leave**

A. Sick Leave. Employee shall accrue sick leave at the rate of eighty (80) hours per year, accrued at even intervals bi-weekly. Employee may use paid sick leave in accordance with the City's sick leave policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

B. Vacation. Employee shall accrue vacation leave at the rate of eighty (80) hours per year, accrued at even intervals bi-weekly. Upon the Employee achieving five (5) years of service with the Employer, Employee will accrue vacation at the rate of one hundred twenty (120) hours per year, accrued at even intervals bi-weekly.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City for employees subject to the Gustine Clerks Association.

D. Administrative Leave. Employee shall receive an annual amount of one hundred thirty six (136) hours administrative leave accrued at even intervals bi-weekly. The City and Employee agree that Employee shall have no vested right to unused portions of this

administrative leave.

**Section 7. Automobile Usage; Education Incentive.**

Employee shall receive a \$500 per month vehicle stipend. Employee shall not receive other reimbursement for use of his/her personal vehicle for City business.

**Section 8. Cell Phone**

Employee shall receive a \$100 per month cell phone stipend. Employee shall not receive other reimbursement for use of his/her personal cell phone for City business.

i  
**Section 9. Retirement**

City provides retirement benefits through the California Public Employees Retirement System (“CalPERS”). As a CalPERS “classic” member, Employee’s retirement benefit is based on a 2.5%@55 formula with the highest one year average. Employee pays the 8% employee retirement contribution.

Employee will be eligible for retiree medical benefits, dependent on hire date, provided employee retires with 10 or more years of City service. The City’s contribution will be the same retirement medical benefits that are offered to employees under the Gustine Clerks Association.

**Section 10. Term**

The term of this Agreement shall be for the period from July 1, 2016 through June 30, 2018 unless terminated earlier by either party as provided herein.

This Agreement may be extended for a third year with the agreement of both parties. In such event, the term shall expire June 30, 2019.

**Section 11. Termination,**

A. Termination By City. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee’s City employment. Employee understands that the City Manager may terminate Employee’s employment at any time without cause. In the event that Employee is terminated by the Employer, and Employee is otherwise ready, willing and able to perform their duties under this Agreement, the City shall pay severance according to Section 12 of this Agreement. In consideration of severance payment, Employee agrees that they shall not be entitled to any other payment or compensation of any kind from Employer in connection with termination of their employment, with the exception of any accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law.

B. Termination at the Request of Employee. It is the Employees intention, and the Employer’s understanding, that Employee will not look for other employment and remain

employed with the City during the term of this Agreement. However, the Employee may voluntarily terminate employment at any time by giving not less than ninety (90) days' written notice. In the event that the Employee provides such written notice, they shall be entitled to receive at the termination of this employment only such accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. Employee shall not be entitled to any severance pay or other compensation at the termination of their employment. During the period subsequent to Employee's submission of their notice terminating their employment, they shall continue to perform their duties as Director of Community Services unless removed from those duties and/or terminated by the Employer pursuant to the terms of this Agreement. In the event that Employee is then removed from those duties by the Employer, Employee shall continue to receive compensation in the form of salary and benefits through the completion of the ninety (90) day notice period, unless they are terminated for cause as set for in sub-section C of this Section.

C. Termination by Employer for Cause. Employer may terminate Employee's employment for cause. In the event the Employee is terminated for cause, they shall not be entitled to the payment of any severance pay or compensation, other than the payment of accrued and unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. In the event that Employee is terminated for cause, Employee shall be entitled to prior written notification of the reason(s) for the termination, the facts upon which such reason(s) are based, copies of all of all supporting evidence and investigations regarding the facts and reason(s) for the termination, and the right to respond, orally or in writing or both, to the City Manager within five (5) working days of receipt of the notice of such termination. Furthermore, if requested by Employee, Employee shall have the right to a hearing before City Council which shall be a hearing de novo. In the event the decision to terminate for cause is reversed by the City Council and the City Manager terminates the Employee's employment without cause, the terms of sub-section A of this Section shall apply.

## **Section 12. Severance**

A. In the event that the Agreement is terminated as outlined in sub-section A of Section 11 of this Agreement, the Employee is entitled to severance compensation equal to three (3) months of salary and benefits. In consideration of this severance payment, Employee agrees that they will not be entitled to any other payment or compensation of any kind from the Employer in connection with the termination of their employment, with the exception of any accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. Health benefits will continue for three (3) months, or until the Employee finds other employment, whichever occurs first.

### **Section 13. Indemnification**

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

### **Section 14. Notices**

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:                      City of Gustine  
   352 Fifth Street  
   Gustine, CA 95322  
   Attn: City Manager

Employee:

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

### **Section 15. General Provisions**

A.     Integration. This Agreement sets forth and establishes the entire understanding between City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B.     Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C.     Effective Date. This Agreement shall become effective on July 1, 2016.

D.     Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial

modification of the invalid provision.

E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Merced County, California.

G. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

H. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**EMPLOYER:**

**CITY OF GUSTINE**

By: \_\_\_\_\_  
Sean Scully, City Manager

\_\_\_\_\_  
Date

**EMPLOYEE:**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), made and entered into this July 1, 2016, by and between the City of Gustine, a California municipal corporation, (“City” or “Employer”) and Jami Westervelt (“Employee”), an individual, both of whom agree as follows:

### **Section 1. Appointment; Duties and Authority**

A. City agrees to employ Employee as Finance Director, to perform the functions and duties specified in the job description and the Gustine Municipal Code (if applicable), and to perform other legally permissible and proper duties and functions. Employee’s appointment is “at will,” meaning that the employment can be terminated at any time, with or without cause. Employee serves at the pleasure of the City Manager.

B. Employee agrees to maintain any licenses or certifications required by Employee’s job description.

### **Section 2. Hours of Work**

The Employee as Finance Director is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City’s regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee’s position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City’s behalf). As such, Employee’s daily and weekly work schedule will vary in accordance with the work to be performed in accordance with specific direction provided by the City Manager.

### **Section 3. Performance Evaluation**

The City Manager shall conduct an annual evaluation of Employee’s performance on a date agreed by City Manager and Employee, but not later than December 31<sup>st</sup> of each year. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this agreement.

### **Section 4. Compensation**

A. City agrees to pay Employee according to the following salary schedule:

As of July 1, 2016, the salary range is as follows:

<u>A Step</u>	<u>B Step</u>	<u>C Step</u>
\$63,424	\$65,010	\$66,635

The City agrees to pay Employee at "A" step in the Finance Director salary range effective July 1, 2016 and agrees that Employee will be eligible for step increases annually based on review and approval of the City Manager. Provided that the Agreement is extended as set forth in Section 10, a third year salary increase as of July 1, 2018 to "C" step of the Finance Director salary range is permitted.

B. Salary changes approved for and applied to any other employees of City shall not be applied to Employee unless the City Council expressly provides that they shall apply. Any salary increase shall be contingent on the City Manager's positive evaluation of Employee's performance described in this Agreement.

C. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

### **Section 5. Health, Disability and Life Insurance Benefits**

Upon execution of this agreement, the City will make available to the Employee the same benefits granted to the Gustine Clerks Association with respect to health insurance, Employee Assistance Program, and CalPERS benefits; such benefits shall include Employee paying any applicable Employee portions thereof, in the amounts paid by the members of the Gustine Clerks Association.

### **Section 6. Holidays, Vacation, Sick, and Administrative Leave**

A. Sick Leave. Employee shall accrue sick leave at the rate of eighty (80) hours per year, accrued at even intervals bi-weekly. Employee may use paid sick leave in accordance with the City's sick leave policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

B. Vacation. Employee shall accrue vacation leave at the rate of one hundred twenty (120) hours per year, accrued at even intervals bi-weekly.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City for employees subject to the Gustine Clerks Association.

D. Administrative Leave. Employee shall receive an annual amount of ninety six (96) hours administrative leave accrued at even intervals bi-weekly. The City and Employee agree that Employee shall have no vested right to unused portions of this administrative leave.

### **Section 7. Automobile Usage; Education Incentive.**

Employee shall receive a \$100 per month vehicle stipend. Employee shall not receive other reimbursement for use of his/her personal vehicle for City business.

## **Section 8. Cell Phone**

Employee shall receive a \$100 per month cell phone stipend. Employee shall not receive other reimbursement for use of his/her personal cell phone for City business.

## **Section 9. Retirement**

City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). As a CalPERS "classic" member, Employee's retirement benefit is based on a 2.5%@55 formula with the highest one year average. Employee pays the 8% employee retirement contribution.

Employee will be eligible for retiree medical benefits, dependent on hire date, provided employee retires with 10 or more years of City service. The City's contribution will be the same retirement medical benefits that are offered to employees under the Gustine Clerks Association.

## **Section 10. Term**

The term of this Agreement shall be for the period from July 1, 2016 through June 30, 2018 unless terminated earlier by either party as provided herein.

This Agreement may be extended for a third year with the agreement of both parties. In such event, the term shall expire June 30, 2019.

## **Section 11. Termination,**

A. Termination By City. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's City employment. Employee understands that the City Manager may terminate Employee's employment at any time without cause. In the event that Employee is terminated by the Employer, and Employee is otherwise ready, willing and able to perform their duties under this Agreement, the City shall pay severance according to Section 12 of this Agreement. In consideration of severance payment, Employee agrees that they shall not be entitled to any other payment or compensation of any kind from Employer in connection with termination of their employment, with the exception of any accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law.

B. Termination at the Request of Employee. It is the Employees intention, and the Employer's understanding, that Employee will not look for other employment and remain employed with the City during the term of this Agreement. However, the Employee may voluntarily terminate employment at any time by giving not less than ninety (90) days' written notice. In the event that the Employee provides such written notice, they shall be entitled to receive at the termination of this employment only such accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. Employee shall not be entitled to any severance pay or other compensation at the termination of their employment. During the period subsequent to

Employee's submission of their notice terminating their employment, they shall continue to perform their duties as Finance Director unless removed from those duties and/or terminated by the Employer pursuant to the terms of this Agreement. In the event that Employee is then removed from those duties by the Employer, Employee shall continue to receive compensation in the form of salary and benefits through the completion of the ninety (90) day notice period, unless they are terminated for cause as set for in sub-section C of this Section.

C. Termination by Employer for Cause. Employer may terminate Employee's employment for cause. In the event the Employee is terminated for cause, they shall not be entitled to the payment of any severance pay or compensation, other than the payment of accrued and unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. In the event that Employee is terminated for cause, Employee shall be entitled to prior written notification of the reason(s) for the termination, the facts upon which such reason(s) are based, copies of all of all supporting evidence and investigations regarding the facts and reason(s) for the termination, and the right to respond, orally or in writing or both, to the City Manager within five (5) working days of receipt of the notice of such termination. Furthermore, if requested by Employee, Employee shall have the right to a hearing before City Council which shall be a hearing de novo. In the event the decision to terminate for cause is reversed by the City Council and the City Manager terminates the Employee's employment without cause, the terms of sub-section A of this Section shall apply.

## **Section 12. Severance**

A. In the event that the Agreement is terminated as outlined in sub-section A of Section 11 of this Agreement, the Employee is entitled to severance compensation equal to three (3) months of salary and benefits. In consideration of this severance payment, Employee agrees that they will not be entitled to any other payment or compensation of any kind from the Employer in connection with the termination of their employment, with the exception of any accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. Health benefits will continue for three (3) months, or until the Employee finds other employment, whichever occurs first.

## **Section 13. Indemnification**

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

## Section 14. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:                   City of Gustine  
                                  352 Fifth Street  
                                  Gustine, CA 95322  
                                  Attn: City Manager

Employee:

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

## Section 15. General Provisions

A.     Integration. This Agreement sets forth and establishes the entire understanding between City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B.     Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C.     Effective Date. This Agreement shall become effective on July 1, 2016.

D.     Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E.     Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F.     Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Merced County, California.

G. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

H. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**EMPLOYER:**

**CITY OF GUSTINE**

By: \_\_\_\_\_  
Sean Scully, City Manager

\_\_\_\_\_  
Date

**EMPLOYEE:**

By: \_\_\_\_\_

\_\_\_\_\_  
Date

## **EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”), made and entered into this July 1, 2016, by and between the City of Gustine, a California municipal corporation, (“City” or “Employer”) and Melanie Correa (“Employee”), an individual, both of whom agree as follows:

### **Section 1. Appointment; Duties and Authority**

A. City agrees to employ Employee as Deputy City Clerk/Human Resources Analyst, to perform the functions and duties specified in the job description and the Gustine Municipal Code (if applicable), and to perform other legally permissible and proper duties and functions. Employee’s appointment is “at will,” meaning that the employment can be terminated at any time, with or without cause. Employee serves at the pleasure of the City Manager.

B. Employee agrees to maintain any licenses or certifications required by Employee’s job description.

### **Section 2. Hours of Work**

The Employee as Deputy City Clerk/Human Resources Analyst is an exempt position, and Employee is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City’s regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee’s position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City’s behalf). As such, Employee’s daily and weekly work schedule will vary in accordance with the work to be performed in accordance with specific direction provided by the City Manager.

### **Section 3. Performance Evaluation**

The City Manager shall conduct an annual evaluation of Employee’s performance on a date agreed by City Manager and Employee, but not later than July 31<sup>st</sup> of each year. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this agreement.

### **Section 4. Compensation**

A. City agrees to pay Employee according to the following salary schedule:

As of July 1, 2016, the salary range is as follows:

<u>A Step</u>	<u>B Step</u>	<u>C Step</u>
\$51,161	\$53,719	\$55,062

The City agrees to pay Employee at “A” step in the Deputy City Clerk/Human Resource Analyst

salary range effective July 1, 2016 and agrees that Employee will be eligible for step increases annually based on review and approval of the City Manager. Provided that the Agreement is extended as set forth in Section 10, a third year salary increase as of July 1, 2018 to "C" step of the Deputy City Clerk/Human Resource Analyst salary range is permitted.

B. Salary changes approved for and applied to any other employees of City shall not be applied to Employee unless the City Council expressly provides that they shall apply. Any salary increase shall be contingent on the City Manager's positive evaluation of Employee's performance described in this Agreement.

C. Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

### **Section 5. Health, Disability and Life Insurance Benefits**

Upon execution of this agreement, the City will make available to the Employee the same benefits granted to the Gustine Clerks Association with respect to health insurance, Employee Assistance Program, and CalPERS benefits; such benefits shall include Employee paying any applicable Employee portions thereof, in the amounts paid by the members of the Gustine Clerks Association.

### **Section 6. Holidays, Vacation, Sick, and Administrative Leave**

A. Sick Leave. Employee shall accrue sick leave at the rate of eighty (80) hours per year, accrued at even intervals bi-weekly. Employee may use paid sick leave in accordance with the City's sick leave policy, for those purposes specified in City policy and the California Labor Code. Sick leave is not eligible for cash-out at any time, and any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

B. Vacation. Employee shall accrue vacation leave at the rate of eighty (80) hours per year, accrued at even intervals bi-weekly. Upon the Employee achieving five (5) years of service with the Employer, Employee will accrue vacation at the rate of one hundred twenty (120) hours per year, accrued at even intervals bi-weekly. Upon the Employee achieving eleven (11) years of service with the Employer, Employee will accrue vacation at the rate of one hundred thirty six (136) hours per year, accrued at even intervals bi-weekly.

C. Holidays. Employee shall be entitled to those paid holidays recognized by the City for employees subject to the Gustine Clerks Association. Employee is further granted the same annual floating holiday leave benefits as granted to the members of the Gustine Clerks Association.

D. Administrative Leave. Employee shall receive an annual amount of ninety six (96) hours administrative leave accrued at even intervals bi-weekly. The City and Employee agree that Employee shall have no vested right to unused portions of this administrative leave.

#### **Section 7. Automobile Usage; Education Incentive.**

A. Employee shall receive a \$50 per month vehicle stipend. Employee shall not receive other reimbursement for use of his/her personal vehicle for City business.

B. Employee shall be eligible to tuition assistance for reimbursement of educational costs for classes or courses to obtain a Certified Municipal Clerk designation. Reimbursement shall be paid at 50% of the cost of tuition, books and materials as submitted with receipts, not to exceed \$1,500 in any fiscal year (July 1 to June 30).

#### **Section 8. Cell Phone**

Employee shall receive a \$100 per month cell phone stipend. Employee shall not receive other reimbursement for use of his/her personal cell phone for City business.

#### **Section 9. Retirement**

City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). As a CalPERS "classic" member, Employee's retirement benefit is based on a 2.5%@55 formula with the highest one year average. Employee pays the 8% employee retirement contribution.

Employee will be eligible for retiree medical benefits, dependent on hire date, provided employee retires with 10 or more years of City service. The City's contribution will be the same retirement medical benefits that are offered to employees under the Gustine Clerks Association.

#### **Section 10. Term**

The term of this Agreement shall be for the period from July 1, 2016 through June 30, 2018 unless terminated earlier by either party as provided herein.

This Agreement may be extended for a third year with the agreement of both parties. In such event, the term shall expire June 30, 2019.

#### **Section 11. Termination,**

A. Termination By City. Employee understands and agrees that Employee has no constitutionally-protected property or other interest in Employee's City employment. Employee understands that the City Manager may terminate Employee's employment at any time without cause. In the event that Employee is terminated by the Employer, and Employee is otherwise ready, willing and able to perform their duties under this Agreement, the City shall pay severance according to Section 12 of this Agreement. In consideration of severance payment,

Employee agrees that they shall not be entitled to any other payment or compensation of any kind from Employer in connection with termination of their employment, with the exception of any accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law.

B. Termination at the Request of Employee. It is the Employees intention, and the Employer's understanding, that Employee will not look for other employment and remain employed with the City during the term of this Agreement. However, the Employee may voluntarily terminate employment at any time by giving not less than ninety (90) days' written notice. In the vent that the Employee provides such written notice, they shall be entitled to receive at the termination of this employment only such accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. Employee shall not be entitled to any severance pay or other compensation at the termination of their employment. During the period subsequent to Employee's submission of their notice terminating their employment, they shall continue to perform their duties as Deputy City Clerk/Human Resources Analyst unless removed from those duties and/or terminated by the Employer pursuant to the terms of this Agreement. In the event that Employee is then removed from those duties by the Employer, Employee shall continue to receive compensation in the form of salary and benefits through the completion of the ninety (90) day notice period, unless they are terminated for cause as set for in sub-section C of this Section.

C. Termination by Employer for Cause. Employer may terminate Employee's employment for cause. In the event the Employee is terminated for cause, they shall not be entitled to the payment of any severance pay or compensation, other than the payment of accrued and unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. In the event that Employee is terminated for cause, Employee shall be entitled to prior written notification of the reason(s) for the termination, the facts upon which such reason(s) are based, copies of all of all supporting evidence and investigations regarding the facts and reason(s) for the termination, and the right to respond, orally or in writing or both, to the City Manager within five (5) working days of receipt of the notice of such termination. Furthermore, if requested by Employee, Employee shall have the right to a hearing before City Council which shall be a hearing de novo. In the event the decision to terminate for cause is reversed by the City Council and the City Manager terminates the Employee's employment without cause, the terms of sub-section A of this Section shall apply.

## **Section 12. Severance**

A. In the event that the Agreement is terminated as outlined in sub-section A of Section 11 of this Agreement, the Employee is entitled to severance compensation equal to two (2) months of salary and benefits. In consideration of this severance payment, Employee agrees that they will not be entitled to any other payment or compensation of any kind from the Employer in connection with the termination of their employment, with the exception of any accrued unused leave and other such benefits as may be due and payable under applicable City

rule, regulation or policy, and/or applicable local, state or federal law. Health benefits will continue for two (2) months, or until the Employee finds other employment, whichever occurs first.

### **Section 13. Indemnification**

City shall indemnify and defend Employee in accordance with the California Government Claims Act. City's obligation to defend and indemnify Employee shall extend only to the entry of a final judgment by the trial court, and shall not extend to providing defense or indemnity in connection with an appeal of the judgment, except as otherwise specifically required by law. City will determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee, as well as the amount of any settlement or judgment rendered thereon.

### **Section 14. Notices**

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:                   City of Gustine  
                                  352 Fifth Street  
                                  Gustine, CA 95322  
                                  Attn: City Manager

Employee:

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal Service.

### **Section 15. General Provisions**

A.     Integration. This Agreement sets forth and establishes the entire understanding between City and Employee. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B.     Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

C.     Effective Date. This Agreement shall become effective on July 1, 2016.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Statutory Requirements. This Agreement shall be deemed to incorporate by reference the provisions of Sections 53243 *et seq.* of the Government Code, as it may be amended or renumbered.

F. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Employee and City agree that venue for any dispute shall be in Merced County, California.

G. Representation by Counsel. The parties acknowledge and agree that they were, or had the opportunity to be, represented individually by legal counsel with respect to the matters that are the subject of this Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

H. Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement the day and year first above written.

**EMPLOYER:**

**CITY OF GUSTINE**

By: \_\_\_\_\_  
Sean Scully, City Manager

\_\_\_\_\_  
Date

**EMPLOYEE:**

By: \_\_\_\_\_

\_\_\_\_\_  
Date



ITEM NO. 7

## COUNCIL AGENDA ITEM

OCTOBER 18, 2016

**PREPARED BY:** Chief Doug Dunford

**SUBJECT:** **Gustine Elementary School Halloween Parade**

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### BACKGROUND/DISCUSSION

The Gustine Elementary Halloween Parade is an annual event of the Gustine Elementary School. City Council authorization is required to use various city streets and Police Personnel to conduct this parade. This year's parade is scheduled to begin forming on Friday, October 28, 2016, beginning at 8:15 AM and will last approximately one hour.

The requested parade route will require the use of the following streets, with police escort:

Begin forming on Grove Avenue, south of Meredith Avenue. Proceed northbound on Grove to Wallis Avenue. Travel westbound Wallis Avenue to Payne Avenue. Turn southbound Payne Avenue to Meredith Avenue. Travel eastbound Meredith Avenue to southbound Grove Avenue, concluding at the Elementary School Campus.

### FISCAL IMPACT

There is no fiscal impact for the Police as a result of this action. On-duty police personnel and on-duty command staff will provide the requested escort.

### RECOMMENDATION

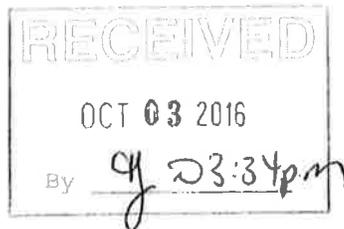
City Council to authorize the request by Gustine Elementary School for the use of City streets and police assistance for the annual Halloween Parade.

### EXHIBIT(S)

- A) Letter of request from Tracy Bedford, Gustine Elementary School.
- B) Map of parade route, produced by Tracy Bedford.

**APPROVED BY:**

SEAN SCULLY, CITY MANAGER



September 29, 2016

Dear Gustine City Council,

Gustine Elementary School will be having their annual Parade of Costumes on Friday, October 28th.

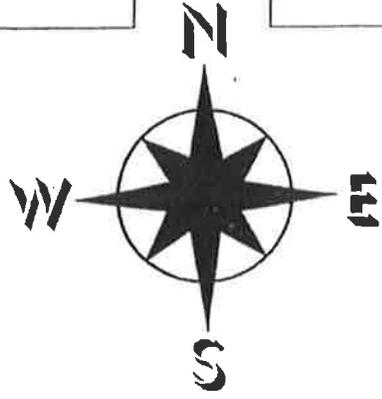
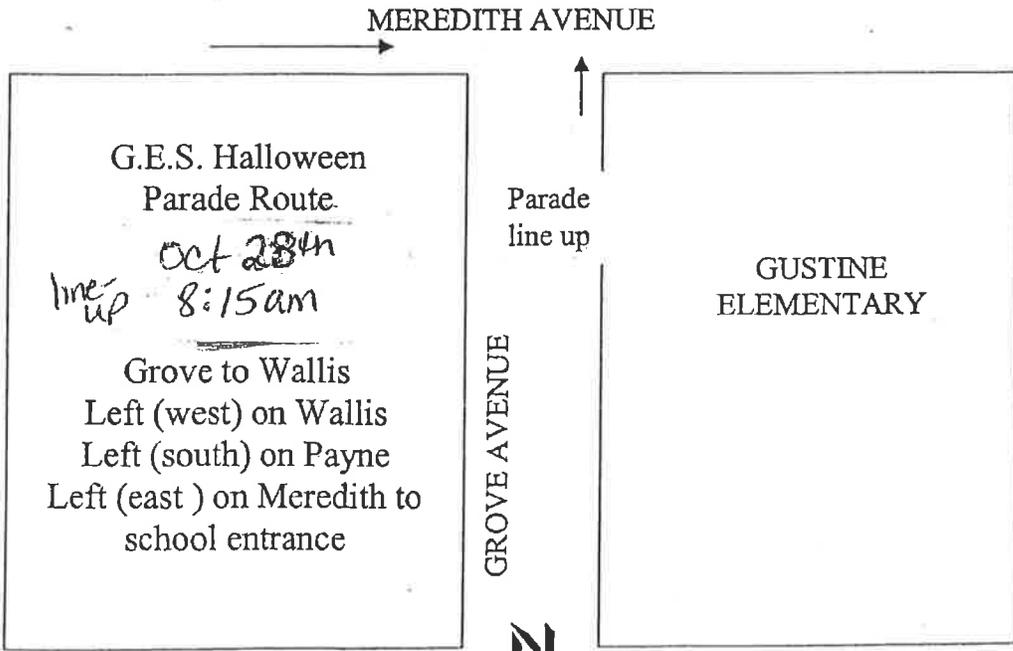
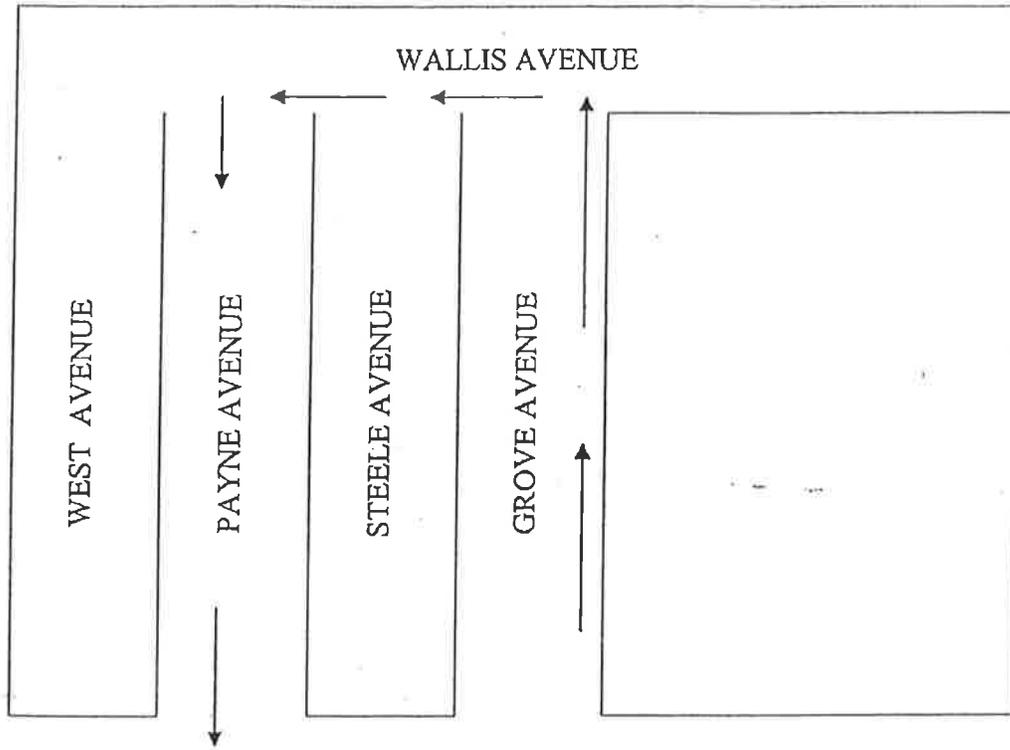
We are requesting a police escort, *from 8:15 am to 9:15 am (apprx)*, to lead us in our parade route (see attached map). We will begin lining up at *8:20 am*, so we would appreciate having a police escort available by 8:15 am. The parade begins at approximately 8:30 am.

We thank you for your support in our annual parade. If you have any questions, please contact me at 854-6496.

Sincerely,

A handwritten signature in black ink, appearing to be "Tracy Bedford".

Tracy Bedford  
G.E.S. Parade Representative





## COUNCIL AGENDA ITEM

### OCTOBER 18, 2016

**PREPARED BY:** Chief Doug Dunford

**SUBJECT:** Our Lady of Guadalupe Society Celebration Parade

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#### BACKGROUND/DISCUSSION

The Shrine of Our Lady of Miracles and the Our Lady of Guadalupe Society has submitted their request to have Their Our Lady of Guadalupe Society Celebration Parade on December 11, 2016 at 11:00 PM. City Council authorization is required to use various City streets, sidewalks, City personnel and additional costs to the City.

The Our Lady of Miracles Church is asking for the use of the following City streets and sidewalks for the parade route:

The parade will begin staging on Fifth Street and First Avenue. The parade will then precede southbound Fifth Street to Fourth Avenue. They will turn westbound Fourth Avenue and proceed to West Avenue. At West Avenue the parade will turn northbound onto West Avenue and proceed to Third Avenue. At Third Avenue the parade will turn westbound onto Lucerne Avenue. They will continue down Lucerne Avenue to Linden Avenue. At Linden Avenue the parade will again turn southbound and proceed to the Our Lady of Miracles Church, where the parade will terminate.

#### FISCAL IMPACT

Additional uniformed officers will be required to assist with the parade. Total cost for police services is estimated at \$381.84. Public Works will be required to stage and retrieve barricades for this event. Total cost for Public Works assistance is estimated at \$108.75. **Total labor costs to the City are estimated at \$490.59.**

#### RECOMMENDATION

City Council to authorize the request from Our Lady of Miracles and Our Lady of Guadalupe Society for the use of City streets/sidewalks and City Personnel for the Our Lady of Guadalupe Society Celebration Parade.

#### EXHIBIT

A) Letter of request from OLM

**APPROVED BY:**

---

SEAN SCULLY, CITY MANAGER



*Shrine of Our Lady of Miracles*  
370 Linden Avenue • Gustine, Ca 95322

September 27, 2016

City of Gustine and  
Gustine Police Dept  
P.O. Box 16  
Gustine, Ca 95322

To Whom It May Concern:

This is a request from the Shrine of Our Lady of Miracles and the Our Lady of Guadalupe Society to have a parade on Sunday, December 11, 2016 at 11:00 a.m.

The parade route would be starting at the intersection of 1<sup>st</sup> Avenue & 5<sup>th</sup> Street (Hillview Funeral Home) and proceed down 5<sup>th</sup> Street until 4<sup>th</sup> Avenue (Gustine Pioneer Drug Store). It would then proceed west on 4<sup>th</sup> until West Avenue. At West Avenue it would go north until Lucerne Ave, proceeding down Lucerne to Linden Ave. Ending at the Shrine of Our Lady of Miracles.

If you have further questions please call the church office. Thank you for your consideration.

Sincerely,

Rev. Leonard J. Trindade  
Pastor



## COUNCIL AGENDA ITEM

### OCTOBER 18, 2016

**PREPARED BY:** Sean Scully, Assistant City Manager  
Mike Brinkman, Building Official

**SUBJECT:** **Second READING: Adoption of Ordinances regarding the California Code of Regulation Title 24, 2016 Edition of the California Buildings Standards Code**

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#### **BACKGROUND/DISCUSSION:**

The model codes are updated every three years. This allows for the codes to improve and adjust to the newest materials, methods of construction and technological advances in the industry. As was noted in the previous staff report on this item for the first reading, the California Building and Standards Commission adoption comes after a comprehensive and multi-state agency and stakeholder update of the 2013 building codes.

Since the first reading has been completed, the next step in adopting these codes which amend the municipal code as seen in attachment(s) A and B is to conduct a second reading and conduct a vote on the item. For more specific information on the building code update please refer to attachment C for the staff report given at the first reading.

#### **FISCAL IMPACT:**

None

#### **RECOMENDATION:**

City Council conduct a public hearing, then consider a motion to consider waiving the second reading and approving Ordinance 474 amending Title Four, Chapter Four, Article 2, to the City of Gustine Municipal Code, and adopting by reference, The California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code. If approved, staff will then publish a summary ordinance in a newspaper of general circulation as is required when ordinances are adopted.

#### **ATTACHMENTS:**

- A) Ordinance No. 474
- B) Attachment "A" the amended version of Gustine Municipal Code Title Four, Chapter Four, Article 2, Section 31.
- C) Original Staff Report

## ORDINANCE NO. 474

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUSTINE, AMENDING TITLE 4 LAND DEVELOPMENT, CHAPTER 4 BUILDINGS AND BUILDING REGULATIONS, ARTICLE 2 TECHNICAL CODES OF THE CITY OF GUSTINE MUNICIPAL CODE, AND ADOPTING BY REFERENCE, THE CALIFORNIA CODE OF REGULATIONS TITLE 24, 2016 EDITION OF THE CALIFORNIA BUILDING STANDARDS CODE INCLUDING THE FOLLOWING PARTS:

- Part 1 - California Administrative Code
- Part 2 – California Building Code
- Part 2.5 - California Residential Code
- Part 3 – California Electrical Code
- Part 4 – California Mechanical Code
- Part 5 – California Plumbing Code
- Part 6 – California Energy Code
- Part 8 – California Historical Code
- Part 9 – California Fire Code
- Part 10 - California Existing Building Code
- Part 11 - California Green Code
- Part 12 – California Reference Standards Code

**And amending those portions of the California Code of Regulations Title 24 as identified herein:**

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

**Section 1:** That Title 4, Chapter 4, Article 2 of the City of Gustine Municipal Code be amended as stated in Attachment "A", attached hereto and made a part hereof by this reference.

**Section 2: Necessity:** The amendment is reasonable necessary because of the following local climatic, geological, or topographical conditions: the City of Gustine is within a seismic area, local soil conditions can be expansive, the City of Gustine can have hard water which is corrosive to ferrous and non-ferrous metals, and the ground water table is unusually high in many places;

**Section 3: Purpose and Authority:** The purpose of this Ordinance is to adopt by reference the 2016 edition of the California Building Standards Code, Title 24, Parts 1, 2, 2.5, 3, 4, 5, 6, 8, 9, 10, 11, & 12 of the California Code of Regulations, subject to the definitions, clarifications, and the amendments set forth in this Ordinance. The purpose of this Ordinance is also to provide minimum requirements and standards for the protection of the public safety, health, property and welfare of the City of Gustine. This Ordinance is adopted under the authority of Government Code Subsection 50022.2 and Health and Safety Code Section 18941.5.

**Section 4: Effective Date and Publication**

This Ordinance shall take effect on January 1, 2017 after its adoption, published in summary format prior to adoption and within fifteen (15) days after its adoption in a newspaper of general circulation published and circulated in the City of Gustine.

**PASSED AND ADOPTED** by the City Council of the City of Gustine this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Mayor

**ATTEST:**

**Approved as to form:**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

- **Chapter 4 - BUILDINGS AND BUILDING REGULATIONS**

FOOTNOTE(S):

--- (1) ---

**State Law reference**— Authority to regulate construction, Government Code § 38660.

- **ARTICLE 1. - IN GENERAL**

- **Sec. 4-4-1. - Title.**

This chapter shall be known as the Gustine Building Code, and may be cited as such, and will be referred to herein as "this code."

*(Ord. No. 437, § 3, 11-20-2007)*

- **Sec. 4-4-2. - Application.**

This code shall be the exclusive source of regulations for all new construction and any alterations, repairs, relocations, or reconstruction of any building or any portion thereof including any electrical, mechanical, gas, plumbing, or fire protection equipment installed on any property or used on or within any building.

*(Ord. No. 437, § 3, 11-20-2007)*

- **Sec. 4-4-3. - Conflicts with other laws, rules, etc.**

In the event of any conflict between this Code and any law, rule or regulation of the state, that requirement which establishes the higher standard of safety shall govern. Failure to comply with such standard of safety shall be a violation of this code.

*(Ord. No. 437, § 3, 11-20-2007)*

- **Secs. 4-4-4—4-4-30. - Reserved.**

- **ARTICLE 2. - TECHNICAL CODES**

FOOTNOTE(S):

--- (2) ---

**State Law reference**— California Building Standards Law, Health and Safety Code § 18901 et seq.

- **Sec. 4-4-31. - Adoption of International, Uniform, and National Codes.**

The following publications are hereby adopted by reference and incorporated in this Code, except as expressly amended or superseded by the provisions of this chapter.

(1)

~~Uniform Administrative Code, 1997 Edition, as published by the International Conference of Building Officials, 5360 Workman Mill Road, Whittier, CA.~~

~~Section 204 of the 1997 Uniform Administrative Code~~ **California Administrative Code California Code of Regulations, 2016 Edition of Title 24, Part 1, as approved and copyrighted by the International Code Council (ICC), 500 New Jersey Avenue, NW, 6<sup>th</sup> Floor Washington, D.C. 20001 and California Building Standards Commission, 2525 Natomas Park Drive, Suite 130, Sacramento, California 95833.** is hereby added to read as follows:

~~Section 204 Board of Appeals.~~

~~The City Council is hereby designated as a Board of Appeals to make correct determination of any appeal arising from actions of the Administrative Authority. Any person dissatisfied with any decision of the building official may appeal in writing to the City Council of the City of Gustine, which statement shall specify the ground of such dissatisfaction and shall set forth the address of appellant to which notice may be sent by mail. At the next regular meeting after filing of such appeal, the City Council shall set the same for hearing for a time not later than the next regular meeting of the Council and shall notify the appellant by mail of the time and place of such hearing, and such hearing may take such evidence as it shall deem proper, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant. The appellant shall cause to be made at his own expense any tests or research~~

~~required by Council to substantiate his claims. The decision of the City Council on such appeal shall be final.~~

(2)

California Building Code, 2013 **2016** Edition, based on the 2012 **2015** International Building Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 2, Vol. 1 & 2 of the California Code of Regulations including **Chapter 1, Division II Scope and Administration and** the following Appendices:

**Appendix Chapter G – Flood-Resistant Construction,**

Appendix Chapter H – Signs,

Appendix Chapter I—Patio Covers,

Appendix Chapter J—Grading, **and**

**Appendix Chapter K – Central Valley Flood Protection Plan**

**Section 113.4 Board of Appeals of the California Building Code is hereby added to read as follows:**

**The City Council is hereby designated as a Board of Appeals to make correct determination of any appeal arising from actions of the Administrative Authority. Any person dissatisfied with any decision of the building official may appeal in writing to the City Council of the City of Gustine, which statement shall specify the ground of such dissatisfaction and shall set forth the address of appellant to which notice may be sent by mail. At the next regular meeting after filing of such appeal, the City Council shall set the same for hearing for a time not later than the next regular meeting of the Council and shall notify the appellant by mail of the time and place of such hearing, and such hearing may take such evidence as it shall deem proper, and shall render all decisions and findings in writing to the building official with a duplicate copy to the appellant. The appellant shall cause to be made at his own expense any tests or research required by Council to substantiate his claims. The decision of the City Council on such appeal shall be final.**

(3)

California Electrical Code, 2013 **2016** Edition, including appendix **chapters**, based on the 2014 **2014** National Electrical Code, as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 3 of the California Code of Regulations.

(4)

California Mechanical Code, 2013 **2016** Edition, including appendix **chapters**, based on the 2012 **2015** Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 4 of the California Code of Regulations.

(5)

California Plumbing Code, 2013 **2016** Edition, including appendix **chapters**, based on the 2012 **2015** Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 5 of the California Code of Regulations.

(6)

California Energy Code, 2013 **2016** Edition, including appendix **chapters**, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 6 of the California Code of Regulations.

(7)

California Historical Code, 2013 **2016** Edition, including appendix **chapters**, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 8 of the California Code of Regulations.

(8)

California Fire Code, ~~2013~~ **2016** Edition, including appendix **chapters**, based on the ~~2012~~ **2015** International Fire Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 9 of the California Code of Regulations.

(9)

California Existing Building Code, ~~2013~~ **2016** Edition, Appendix Chapter A1 of the ~~2012~~ **2015** International Existing Building Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 10 of the California Code of Regulations.

(10)

California Referenced Standards Code, ~~2013~~ **2016** Edition, including appendix **chapters**, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 12 of the California Code of Regulations.

(11)

Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Conference of Building Officials, 5360 Workman Mill Road, Whittier, CA.

(12)

Repealed

(13)

Repealed

(14)

California Residential Code, ~~2013~~ **2016** Edition, based on the ~~2012~~ **2015** International Residential Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24, Part 2.5 of the California Code of Regulations including the following Appendixes **chapters**.

~~Chapter H - Patio Covers.~~

(15)

California Green Code 'CALGreen' - 2013 **2016** Edition of Title 24, Part 11, as approved and copyrighted by the International Code Council (ICC), 4051 West Flossmoor Road, Country Club Hills, IL 60478.

*(Ord. No. 437, §§ 1, 3, 11-20-2007; Ord. No. 456, § 1(Att. A), 11-16-2010)*

**Editor's note—**

Ord. No. 437, §§ 1, 3, adopted November 20, 2007, repealed and reenacted § 4-4-31 in its entirety to read as herein set out. Formerly, § 4-4-31 pertained to adoption, and derived from the Code of 1966, §§ 8-1.01, 8-4.01, 8-6.01, 9-10.01, 8-11.01, 8-12.01, and Res. No. 2002-1845, adopted November 4, 2002.

**State law reference—** Adoption by reference, Government Code § 50022.1 et seq.

• **Sec. 4-4-32. - Fees.**

The fees for permits, inspections and other services under the publications adopted in this article shall be as established by resolution.

*(Code 1966, §§ 8-1.02, 8-6.02)*

**State law reference—** Limitations on fees, Government Code § 66014.

• **Sec. 4-4-33. - Violations.**

Any person violating any of the provisions of this article, or who shall fail to comply therewith, or who shall violate or fail to comply with any order made thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by the council or by a court of competent jurisdiction within the time fixed therein shall, for each and every separate violation and noncompliance, respectively, be deemed guilty of a misdemeanor. The imposition of one penalty for any violation of the provisions of this article or the building code shall not excuse the violation or permit it to continue, and any such person shall be required to correct or remedy such violation or defect within a reasonable time, and, when not otherwise specified,

each ten days prohibitive conditions are maintained shall constitute a separate offense. The application of such penalty shall not be held to prevent the enforced removal of prohibited conditions.

*(Code 1966, §§ 8-1.03, 8-4.03, 8-6.03, 8-10.02, 8-11.03, 8-12.03)*

- **Sec. 4-4-34. - Liability.**

The provisions of this code shall not be construed as imposing upon the city any liability or responsibility for damage to persons or property resulting from defective work, nor shall the city, or any official, employee or agent thereof, be held as assuming any such liability or responsibility by reason of the review or inspection authorized by the provisions of this code of any permits or certificates issued under this code.

*(Ord. No. 437, § 3, 11-20-2007)*

- **Secs. 4-4-35 - 4-4-70. - Reserved.**



## COUNCIL AGENDA ITEM

SEPTEMBER 20, 2016

**PREPARED BY:** Mike Brinkman, Building Official

**SUBJECT:** **Waiver of First Reading: Adoption of Ordinance regarding the California Code of Regulations Title 24, 2016 Edition of the California Buildings Standards Code**

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**BACKGROUND/DISCUSSION:**

The model codes are updated every three years. This allows for the codes to improve and adjust to the newest materials, methods of construction and technological advances in the industry.

The California Building Standards Commission adoption of the 2016 code comes after a comprehensive multi-state agency and stakeholder update of the 2013 building codes.

The objective is to produce a practical building code that ensures public safety first and foremost while implementing the most efficient technology available to conserve the state's natural resources and energy use. California's building code is applied to virtually every commercial and residential structure in the state.

The new 2016 California Building Standards Code contains thirteen parts that incorporate public health, life safety, and general welfare standards used in the design and construction of buildings in California. These parts incorporate the latest national standards in the International Building, Residential and Fire Codes, California Green Building Code, California Energy Code, National Electrical Code, and the Uniform Mechanical and Plumbing Codes.

Health and Safety Code Section 18941.5 mandates that the Building Standards contained in the 2016 California Building Standards Code shall be effective 180 days after publication by the California Building Standards Commission. If these codes are not adopted by ordinance they become effective by default without any amendments. The proposed effective date for the City of Gustine will be January 1, 2017. As part of the adoption process this department has made every effort to notify all affected parties of the proposed changes.

**FISCAL IMPACT:**

None

**RECOMENDATION:**

It is recommended that the City Council adopt the ordinance amending Title Four, Chapter Four, Article 2, Section 31 to the City of Gustine Municipal Code, and adopting by reference, The California Code of Regulations Title 24, 2016 Edition of the California Building Standards Code.

**ATTACHMENTS**

- A) Ordinance No. 474
- B) Attachment "A" the amended version of Gustine Municipal Code Title Four, Chapter Four, Article 2, Section 31.

**APPROVED BY:**



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SEAN SCULLY, CITY MANAGER



ITEM NO. 10

## COUNCIL AGENDA ITEM

OCTOBER 18, 2016

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

**SUBJECT:** Cal Trans Maintenance Agreement – Highway 140 and 3<sup>rd</sup> Ave

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### **BACKGROUND/DISCUSSION**

As Council is aware, O'Reillys Auto Parts has been approved by the City of Gustine to build a retail automotive parts store on the vacant property located at the Southeast corner of Highway 33/140 and 3<sup>rd</sup> Ave. Part of the project includes full public infrastructure upgrades along the western and northern property lines (curb, gutter, sidewalk, storm drain improvements etc). The improvements that are scheduled to take place along the western property line will be completed within Cal Trans right-of-way. Cal Trans has reviewed and conditionally approved the improvements. However, Cal Trans has conditioned that the City must adopt a maintenance agreement agreeing to be responsible for maintenance of the curb, gutter, inlet and sidewalk along the project boundary.

The agreement states that the City of Gustine will be responsible for not only the maintenance but also the repairs are to be done from time to time along the right of way. The agreement also includes a number of other covenants and protections. The City Attorney has reviewed the document, the agreement is a standard Cal Trans maintenance agreement for improvements completed in their right-of-way.

### **RECOMMENDATION**

Council to consider approval of the attached agreement and authorize the Mayor and City Manager to execute the attached agreement.

### **EXHIBIT**

A) Proposed Maintenance Agreement from Cal Trans and Map

**IMPROVEMENTS MAINTENANCE AGREEMENT  
WITHIN STATE HIGHWAY RIGHT OF WAY  
ON ROUTE 140 WITHIN THE CITY OF GUSTINE**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the CITY of GUSTINE; hereinafter referred to as "CITY" and collectively referred to as "PARTIES".

**SECTION I**

**RECITALS**

1. PARTIES desire to work together to allocate their respective obligations relative to newly constructed or revised improvements within STATE's right of way by Permit Number 1016-6RC-0285.
2. This Agreement addresses CITY responsibility for the sidewalks, ADA curb ramps, driveway, storm drain system (collectively the "IMPROVEMENTS") placed within State Highway right of way on State Route 140, as shown on Exhibit A, attached to and made a part of this Agreement.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

**SECTION II**

**AGREEMENT**

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
  - 1.1. PARTIES have agreed to an allocation of maintenance responsibilities that includes, but is not limited to, inspection, providing emergency repair, replacement, and maintenance, (collectively hereinafter "MAINTAIN/MAINTENANCE") of IMPROVEMENTS as shown on said Exhibit "A."
  - 1.2. When a planned future improvement is constructed and/or a minor revision has been effected with STATE's consent or initiation within the limits of the STATE's right of way herein described which affects PARTIES' division of maintenance responsibility as described herein, PARTIES will agree upon and execute a new dated and revised Exhibit "A" which will be made a part hereof and will thereafter supersede the attached original Exhibit "A" to thereafter become a part of this Agreement. The new exhibit can be executed only upon written consent of the PARTIES hereto acting by and through their authorized representatives. No formal amendment to this Agreement will be required.

2. CITY agrees, at CITY expense, to do the following:
  - 2.1. CITY may install, or contract, authorizing a licensed contractor with appropriate class of license in the State of California, to install and thereafter will MAINTAIN IMPROVEMENTS conforming to those plans and specifications (PS&E) pre-approved by STATE.
  - 2.2. The degree or extent of maintenance work to be performed, and the standards therefore, shall be in accordance with the provisions of Section 27 of the Streets and Highways Code and the then current edition of the State Maintenance Manual.
  - 2.3. CITY will submit the final form of the PS&E, prepared, stamped and signed by a licensed civil engineer, for IMPROVEMENTS to STATE's District Permit Engineer for review and approval and will obtain and have in place a valid necessary encroachment permit prior to the start of any work within STATE'S right of way. All proposed IMPROVEMENTS must meet STATE's applicable standards.
  - 2.4. CITY shall ensure that IMPROVED areas designated on Exhibit "A" are provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
  - 2.5. An Encroachment Permit rider may be required for any changes to the scope of work allowed by this Agreement prior to the start of any work within STATE's right of way.
  - 2.6. CITY contractors will be required to obtain an Encroachment Permit prior to the start of any work within STATE's right of way.
  - 2.7. To remove IMPROVEMENTS and appurtenances and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
  - 2.8. To inspect IMPROVEMENTS on a regular monthly or weekly basis to ensure the safe operation and condition of the IMPROVEMENTS.
  - 2.9. To expeditiously MAINTAIN, replace, repair or remove from service any IMPROVEMENTS system component that has become unsafe or unsightly.
  - 2.10. To MAINTAIN all sidewalks/bike paths, ADA curb ramps, driveways, storm drain system within the Agreement limits of the STATE highway right of way, as shown on Exhibit A, at CITY expense. MAINTENANCE includes, but is not limited to, concrete repair, replacement and to grind or patch vertical variations in elevation of sidewalks/bike paths, ADA curb ramps, driveways, storm drain system for an acceptable walking and riding surface, and the removal of dirt, debris, graffiti, weeds, and any deleterious item or material on or about sidewalks/bike paths, ADA curb ramps, driveways, storm drain system or the IMPROVEMENTS in an expeditious manner.

- 2.11. To MAINTAIN all parking or use restrictions signs encompassed within the area of the IMPROVEMENTS.
  - 2.12. To allow random inspection of IMPROVEMENTS sidewalks/bike paths, ADA curb ramps, driveways, storm drain system and signs by a STATE representative.
  - 2.13. To keep the entire improved area policed and free of litter and deleterious material.
  - 2.14. All work by or on behalf of CITY will be done at no cost to STATE.
3. STATE agrees to do the following:
- 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
  - 3.2. Issue encroachment permits to CITY and CITY contractors at no cost to them.
4. LEGAL RELATIONS AND RESPONSIBILITIES:
- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement, or affect the legal liability of either PARTY to this Agreement by imposing any standard of care respecting the design, construction and maintenance of these STATE highway improvements or CITY facilities different from the standard of care imposed by law.
  - 4.2. If during the term of this Agreement, CITY should cease to MAINTAIN the IMPROVEMENTS to the satisfaction of STATE as provided by this Agreement, STATE may either undertake to perform that MAINTENANCE on behalf of CITY at CITY's expense or direct CITY to remove or itself remove IMPROVEMENTS at CITY's sole expense and restore STATE's right of way to its prior or a safe operable condition. CITY hereby agrees to pay said STATE expenses, within thirty (30) days of receipt of billing by STATE. However, prior to STATE performing any MAINTENANCE or removing IMPROVEMENTS, STATE will provide written notice to CITY to cure the default and CITY will have thirty (30) days within which to affect that cure.
  - 4.3. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement with the exception of those actions of STATE necessary to cure a noticed default on the part of CITY.

4.4. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction arising under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

5.1. Labor Code Compliance- If the work performed on this Project is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public work" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public work. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.

5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts funded by this Agreement when the work to be performed by the subcontractor is a "public work" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts

6. INSURANCE - CITY and its contractors shall maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

6.1. SELF-INSURED - CITY is self insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement in a form satisfactory to STATE, along with a signed copy of the Agreement.

- 6.2. SELF-INSURED using Contractor - If the work performed on this Project is done under contract CITY shall require its contractors to maintain in force, during the term of this agreement, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.
7. TERMINATION - This Agreement may be terminated by timely mutual written consent by PARTIES, and CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT -This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated at any time upon mutual consent of the PARTIES or until terminated by STATE for cause.

PARTIES are empowered by Streets and Highways Code Section 114 & 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF GUSTINE

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
DENNIS BRAZIL  
Mayor

MALCOLM DOUGHERTY  
Director of Transportation

Initiated and Approved

By: \_\_\_\_\_  
SEAN SCULLY  
City Manager

By: \_\_\_\_\_  
HERBY G. LISSADE  
Acting Deputy District Director  
Maintenance and Operations  
District 10

ATTEST:

By: \_\_\_\_\_  
ANN CREAMER  
City Clerk

As to Form and Procedure:

By: \_\_\_\_\_  
JOSHUA NELSON  
City Attorney

By: \_\_\_\_\_  
Attorney  
Department of Transportation











## COUNCIL AGENDA ITEM

OCTOBER 18, 2016

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

**SUBJECT:** Al Goman Renovation Project Scope Direction

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### **BACKGROUND/DISCUSSION**

Council has established the renovation of the Al Goman Community and Senior Center as a priority project for the City of Gustine over the next year. Preliminary steps have been taken to find funding and scope for the project:

**Project Funding:** Staff has performed an analysis of internal and external funds which could be used to accomplish this project. While there are some grants that could apply, most would not fund the critical repair or upgrade components that are the core of the project. This being the case, internal funding options have been analyzed as well. In the 90's the City of Gustine participated in a housing rehabilitation loan program which was funded through a grant issued by the State Department of Housing and Community Development (HCD). As those loans have been paid back the City has held the monies in an account which can only be used for HCD approved activities. Staff has completed preliminary inquiries with the State to confirm that these funds could be used for renovation of the Community and Senior Center. Preliminary responses have indicated that this would be a suitable use. Staff has begun the process of obtaining approval for moving forward with using the funds for this purpose. While that process proceeds, the City has begun to develop a scope of the potential renovation.

**Project Scope:** A community meeting was held on September 28<sup>th</sup> at the Goman Center to survey the facility and develop a comprehensive list of improvements that could be included in the project scope. That list has been compiled and attached, some minor components have been removed from the list as Public Works has been able to address some of them in the interim. The items identified represented a wide range of potential improvements including: roof repair, bathroom fixture upgrades, kitchen upgrades, HVAC replacements, flooring etc (see full attached list).

### **COUNCIL DIRECTION:**

In order to most efficiently use the limited funds available for this project, the next logical step would be to split the potential improvements into three separate phases at which point staff will work to come up with a phase by phase budget for the improvements. There are a variety of ways the project could be divided. One possibility Council may want to consider is splitting one/two large improvements into each phase paired with a number of smaller scale improvements to spread the cost out over each phase. This may allow some flexibility in the budgeting process as the

concern with front loading the first phase with the most expensive improvements may be that the remaining cosmetic/aesthetic improvements are left out because of budget shortfalls. New equipment purchases could also be split into the three phases.

The most expensive items on the list are as follows:

Roof Repair

AC Replacement

Kitchen Upgrade

Floor upgrade

**RECOMMENDATION**

Staff would request that Council discuss and give direction on desired phasing and project splits. Staff will use this information to come up with a plan and a anticipated budget/project cost for Council approval and ratification.

**EXHIBIT**

A) Consolidated List

## **AL GOMAN CENTER REHABILITATION**

### **ENTIRE BUILDING ITEMS**

1. Roof Rehabilitation
2. HVAC units with thermostats (five)
3. Ceiling Tiles
4. Lighting upgrades throughout
  - a. Interior
  - b. Exterior
5. Fire System Alarm Upgrade
6. Commercial Fixtures
7. Paint Exterior
8. Paint Interior
9. Flooring upgrade
10. New tables for outdoor eating area
11. New serving tables near BBQ
12. Purchase larger Round Tables to increase ability to rent

### **STORAGE ROOMS**

13. Door key pads (Lock Combinations)
14. Upgrade shelving

### **BAR**

1. Floor drains in bar area
2. Resurfacing (stainless steel) on bar cabinet
3. Bar cabinet top redone
4. Wine Holder Liners in Bar
5. Reface bar sink area
6. Rebuild Bulletin Board w/ wheels?
7. Counter tops

### **RESTROOMS**

8. Exhaust Fans upsize with motion activated switch
9. Bathrooms tank less water heaters
10. Flooring
11. Plumbing

12. Fixtures

**KITCHEN**

- 13. Install Triple sink
- 14. Move Electric Outlets (on island)
- 15. Hot water heater, capacity
- 16. Re-do floor
- 17. Relocate Stove and exhaust
- 18. Upgrade stove
- 19. Cabinet resurfacing
- 20. New Back door fly stop plastic panels
  - a. Replace existing with new like panels or/
  - b. Install fan for insect control when door is open
- 21. Painted + Sealed kitchen floor

**MAIN HALL ROOM**

- 22. Cinder block wall-sealant?
  - a. Fix cracks-inspect foundation for structural damage
  - b. Paint block wall
  - c. Stain block wall
- 23. Stage for events/rental (Eastside of building)
  - a. Permanent or movable
  - b. With storage or without
- 24. Decor

**FRONT ENTRANCE**

- 25. Entry way lights daylight sensor timer
- 26. Entry Landscaping
- 27. Drinking Water Fountain
  - a. Remove or upgrade
  - b. Splashguard near Water Fountain
  - c. Handrails around fountain
- 28. Doors at Entrance
- 29. Flag Pole
  - d. Upgrade existing at entrance to parking lot
  - e. Install new closer to building