



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
NOVEMBER 15, 2016 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phones.

ROLL CALL

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

PRESENTATIONS

PUBLIC COMMENT

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

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

CONSENT CALENDAR

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

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

1. **Minutes of the November 1, 2016 Regular Meeting**
Recommendation: Review and approve
2. **Warrants**
Recommendation: Review and approve
3. **Treasurer's Report – October 2016**
Recommendation: Review and approve
4. **Gustine Employee Salary Schedules**
Recommendation: Review and approve
5. **Consider Rejection of Claim**
Recommendation: Approve claim rejection

ADMINISTRATIVE AGENDA

6. **Consider Appointment of Gustine Representative for the Mosquito Abatement District**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to appoint a Representative to the Mosquito Abatement District

7. **Consider Resolutions Allowing the City to Participate in PACE Program**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution consenting to inclusion in CHF Community Facilities and approving associate membership in California Home Finance Authority*
 4. *Consider a motion to approve the resolution consenting to inclusion in the CHF PACE Program and approving associate membership in California Home Finance Authority*

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

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**
9. **PUBLIC EMPLOYMENT. Position: City Manager**

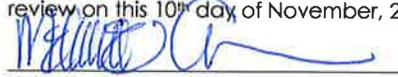
ADJOURNMENT

Note:

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

CERTIFICATION

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5th Street, Gustine CA and made available for public review on this 10th day of November, 2016, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF
REGULAR MEETING
NOVEMBER 1, 2016**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

ROLL CALL

Council Members: Hasness, Nagy, Oliveira, Brazil

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

PRESENTATIONS

1. 2016 Miss Gustine and Court Introductions

Recreation Coordinator Vitorino introduced 2016 Miss Gustine Jillian Nunes, who introduced her court and the 2016 Little Miss Gustine and 2016 Little Mister Gustine.

2. Housing Element Update

Martin Carver, Zero City

City Manager Scully introduced Martin Carver of Zero City. Mr. Carver presented some information on his background and also provided information on the Housing Element update process.

PUBLIC COMMENT

Judi Gandy, of the Gustine Chamber of Commerce, advised of the Downtown Mixer to be held on November 9th from 5 P.M. to 8 P.M.

CONSENT CALENDAR

3. Minutes of the October 18, 2016 Regular Meeting

Recommendation: Review and approve

4. Warrants

Recommendation: Review and approve

The Mayor introduced the consent calendar. There was no public comment. Council member Nagy made a motion to approve the consent calendar. The motion was seconded by Mayor Pro Tem Oliveira, and carried 4-0 with Council member Anderson absent.

ADMINISTRATIVE AGENDA

5. Consider Acceptance and Approval of the Airport Annual Capital Improvement Program

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to accept and approve the 2017 Airport Capital Improvement Program*

Director of Community Services Reyes advised on the misprint of the report date, which should read November 1, 2016. She presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to accept and approve the 2017 Airport Capital Improvement Program. The motion was seconded by Council member Hasness, and carried 4-0 with Council member Anderson absent.

6. Consider Request for Use of City Streets and Services for Veteran's Day Parade

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

Police Chief Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to approve the fee waiver request for use of City streets and services. The motion was seconded by Council member Nagy, and carried 4-0 with Council member Anderson absent.

7. Consider Request for Use of City Streets and Services for Gustine Chamber of Commerce "Old Fashion Christmas at Home" Events

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve fee waiver request for use of City streets and services*

Police Chief Dunford presented the staff report. There was no public comment. Council member Hasness made a motion to approve the fee waiver request for use of City streets and services. The motion was seconded by Mayor Pro Tem Oliveira, and carried 4-0 with Council member Anderson absent.

8. Consider Authorizing an Expenditure for Marketing Plan Pilot Program

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize an expenditure not to exceed \$2,000 for marketing plan pilot program*

City Manager Scully presented the staff report. There was no public comment. After some discussion, Council member Nagy made a motion to authorize an expenditure not to exceed \$2,000 for a marketing plan pilot program. The motion was seconded by Council member Hasness, and carried 4-0 with Council member Anderson absent.

9. 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 Manager Scully presented the staff report. There was no public comment. There was a lengthy discussion, where it was agreed upon that the roof rehabilitation should be top priority. City Attorney Nelson advised that a subcommittee should be made up of two Council members, to assist in facilitating the rehabilitation along. Mayor Brazil advised that appointments to the rehabilitation subcommittee would be made after the November election results. Council member Hasness made a motion to postpone subcommittee nominations until after the November election results are certified. The motion

was seconded by Council member Nagy, and carried 4-0 with Council member Anderson absent.

CITY DEPARTMENT REPORTS

Gustine High School Student Representative Adriana Toste distributed her report and advised on recent and upcoming academic and extra-curricular school events.

Police Chief Dunford thanked Council for their approval of the Halloween Festival, he also gave a brief report on how all City departments contribute to City events.

Fire Chief Borrelli reported on the well attended Women's Auxiliary Fireman's Ball.

Director of Community Services Reyes advised of the Gustine Airport Fly-In event to be held on November 12th. She announced that O'Reilly's has begun construction. She also advised that the roof project for the Petersen Shelter is currently in the bidding process. She updated that she has reached out to UC Merced's Capstone environmental engineering department for assistance on the egret migration issue. Council member Hasness inquired about any hazards from the recent rain, to which Director of Community Services Reyes provided information.

Recreation Coordinator Vitorino advised on the West Side Health Care Task Force weigh out event. She expressed her gratitude to the trunk or treat participants, who helped to make the evening a success. She advised of an upcoming CPR/First Aide course to be held on November 19th.

CITY MANAGER REPORT

City Manager Scully spoke briefly on the success of the Halloween Festival. He advised that the O'Reilly's project would not have been possible without the collaboration of the City Council and Planning Commission and their approval of the variance requests. Council member Hasness requested an update on the Downtown Vacant Building ordinance, to which City Manager Scully provided information.

CITY COUNCIL REPORTS

Council member Hasness advised on a successful Halloween Festival. She also advised on the Biggest Loser contest outcome. She advised of her attendance as an alternate at the recent Merced County Association of Governments Governing Board meeting. She expressed her regrets that she will be not able to attend the Veterans Day ceremonies or the Gustine Fly-In. Lastly, she wished good luck to all candidates and reminded everyone to vote, she also spoke in favor of Measure V.

Council member Nagy concurred that the Halloween Festival was a great event. He reminded everyone of the long list of events occurring in Gustine next week. He advised of his attendance at the One Voice kickoff meeting on Thursday, and that he attended a LAFCO meeting on October 20th.

Mayor Pro Tem Oliveira agreed on the great Halloween Festival. He reminded everyone of the Veteran's Day ceremonies to be held on November 11th at 11 A.M. He remarked that the Fireman's Ball was well attended. He advised of the upcoming West Side Health Care Task Force art contest judging on November

10th. Lastly, he advised staff of the numerous complaints he's received about dog droppings in park.

Mayor Brazil congratulated staff for a successful Halloween Festival. He acknowledged the UC Merced Capstone collaboration, and the impressive recreation calendar. He shared information from the recent State Water Resources Control Board Delta Plan proposal.

Lastly, Mayor Brazil reminded everyone to vote, and urged everyone to attend the Veteran's Day ceremonies.

CLOSED SESSION

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

ADJOURNMENT

Council member Nagy made a motion to adjourn the meeting. The motion was seconded by Council member Hasness. The meeting adjourned at 8:53 P.M.

ATTEST:

CITY CLERK

MAYOR BRAZIL



Warrant List

By Vendor Name

Post Dates 11/02/2016 - 11/15/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: A & A PORTABLES INC				
A & A PORTABLES INC	1-668115	41953	OPEN GYM PORTABLES	55.65
Vendor A & A PORTABLES INC Total:				55.65
Vendor: ACE HARDWARE OF GUSTINE				
ACE HARDWARE OF GUSTI	330375	41954	WELL SUPPLIES	7.55
ACE HARDWARE OF GUSTI	330462	41954	NUTS/ BOLTS	5.18
ACE HARDWARE OF GUSTI	330491	41954	POOL SUPPLIES	103.59
ACE HARDWARE OF GUSTI	330499	41954	SUPPLIES	12.95
ACE HARDWARE OF GUSTI	330507	41954	REC BANNER HARDWARE	100.71
ACE HARDWARE OF GUSTI	330541	41954	SUPPLIES	31.33
ACE HARDWARE OF GUSTI	330543	41954	POOL SUPPLIES	62.52
ACE HARDWARE OF GUSTI	330572	41954	IRRIGATION PARTS	3.23
ACE HARDWARE OF GUSTI	330574	41954	TOW STRAP	24.83
ACE HARDWARE OF GUSTI	330594	41954	IRRIGATION PARTS	49.67
ACE HARDWARE OF GUSTI	330601	41954	KEYS/ TRUCKS	6.34
ACE HARDWARE OF GUSTI	330617	41954	STEP LADDER	31.31
ACE HARDWARE OF GUSTI	330648	41954	TREE PLANTING SUPPLIES	10.78
ACE HARDWARE OF GUSTI	330856	41954	KEY/ WWTP	4.30
ACE HARDWARE OF GUSTI	330980	41954	CHAINSAW CHAIN	20.51
ACE HARDWARE OF GUSTI	331065	41954	PD SUPPLIES	16.16
ACE HARDWARE OF GUSTI	331083	41954	MEASURING TAPE	13.49
ACE HARDWARE OF GUSTI	331095	41954	GRAFFITI SUPPLIES	18.34
ACE HARDWARE OF GUSTI	331135	41954	TOOLS	119.34
ACE HARDWARE OF GUSTI	331211	41954	KEYS PETERSON SHELTER	10.75
ACE HARDWARE OF GUSTI	331273	41954	FISHING DAY / MOVIE NIG	15.72
ACE HARDWARE OF GUSTI	331294	41954	POOL SUPPLIES	6.47
ACE HARDWARE OF GUSTI	331325	41954	POOL SUPPLIES	16.14
ACE HARDWARE OF GUSTI	331404	41954	LOCKS- PW	116.51
ACE HARDWARE OF GUSTI	331441	41954	CORNER BRACE	12.92
ACE HARDWARE OF GUSTI	331641	41954	WATER SUPPLIES	20.70
ACE HARDWARE OF GUSTI	331669	41954	VEHICLE SUPPLIES	17.46
ACE HARDWARE OF GUSTI	331686	41954	SUPPLIES	28.06
ACE HARDWARE OF GUSTI	331794	41954	POLY TUBING	0.63
ACE HARDWARE OF GUSTI	331809	41954	SUPPLIES	39.78
ACE HARDWARE OF GUSTI	332036	41954	FERTILIZER	39.95
ACE HARDWARE OF GUSTI	332052	41954	IRRIGATION PARTS	9.66
ACE HARDWARE OF GUSTI	332057	41954	TOOLS	17.27
ACE HARDWARE OF GUSTI	332109	41954	BULBS / PETERSON	42.06
ACE HARDWARE OF GUSTI	332117	41954	SUPPLIES	12.50
ACE HARDWARE OF GUSTI	332376	41954	IRRIGATION SUPPLIES	21.21
ACE HARDWARE OF GUSTI	332380	41954	SUPPLIES	5.27
ACE HARDWARE OF GUSTI	332385	41954	IRRIGATION PARTS	17.22
ACE HARDWARE OF GUSTI	332395	41954	IRRIGATION PARTS	14.10
ACE HARDWARE OF GUSTI	332402	41954	WATER WELL	5.49
ACE HARDWARE OF GUSTI	332480	41954	GOMAN CENTER	54.38
ACE HARDWARE OF GUSTI	332481	41954	HOSE CLAMP	4.95
ACE HARDWARE OF GUSTI	332504	41954	POSTAGE/ PD	8.38
ACE HARDWARE OF GUSTI	332574	41954	SAW BLADES	9.27

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
ACE HARDWARE OF GUSTI	332577	41954	SUPPLIES AIRPORT WEEDS	6.04
ACE HARDWARE OF GUSTI	332609	41954	HARDWARE	1.07
ACE HARDWARE OF GUSTI	332616	41954	SEWER MACHINE PARTS	4.31
ACE HARDWARE OF GUSTI	332622	41954	WELL SUPPLIES	9.04
ACE HARDWARE OF GUSTI	332635	41954	OUTLET / GOMAN	4.85
ACE HARDWARE OF GUSTI	332673	41954	GLOVES	15.11
ACE HARDWARE OF GUSTI	332764	41954	AIRPORT PAINT SUPPLIES	77.91
ACE HARDWARE OF GUSTI	332775	41954	IRRIGATION PARTS	21.04
ACE HARDWARE OF GUSTI	332819	41954	SUPLPIES / IRRIGATION	13.48
ACE HARDWARE OF GUSTI	332868	41954	PD SUPPLIES	7.55
ACE HARDWARE OF GUSTI	333040	41954	SUPPLIES / WATER	4.96
ACE HARDWARE OF GUSTI	333145	41954	BATTERY/ BARRICADES	11.86
ACE HARDWARE OF GUSTI	333148	41954	BULBS/ CITY HALL	41.02
ACE HARDWARE OF GUSTI	333190	41954	IRRIGATION PARTS	24.32
ACE HARDWARE OF GUSTI	333235	41954	SUPPLIES	19.42
ACE HARDWARE OF GUSTI	333246	41954	RECREATION SUPPLIES	10.13
ACE HARDWARE OF GUSTI	333249	41954	VINYL LETTERING	7.11
ACE HARDWARE OF GUSTI	333264	41954	TOOLS/ WATER	19.43
ACE HARDWARE OF GUSTI	333407	41954	PAINT/ BORELLI	8.62
Vendor ACE HARDWARE OF GUSTINE Total:				1,496.25
Vendor: ALHAMBRA & SIERRA SPRINGS				
ALHAMBRA & SIERRA SPRI	12652410 102116	41959	WW PLANT / SUPPLIES	70.42
Vendor ALHAMBRA & SIERRA SPRINGS Total:				70.42
Vendor: AMERIPRIDE				
AMERIPRIDE	1501743893	41960	FD SUPPLIES	65.81
Vendor AMERIPRIDE Total:				65.81
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	0.82
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	0.81
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	1.64
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	3.44
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634901238	41961	PW UNIFORMS	1.48
Vendor ARAMARK UNIFORM SERVICES INC Total:				16.39
Vendor: ASCENT AVIATION GROUP				
ASCENT AVIATION GROUP	395970	41962	AIRPORT FUEL	30,296.47
Vendor ASCENT AVIATION GROUP Total:				30,296.47
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REP	23247	41963	PARK SUPPLIES	488.33
BAKER SUPPLIES AND REP	23546	41963	EQUIP REPAIR	102.97
BAKER SUPPLIES AND REP	23587	41963	PARKS/ BLOWER	489.95
BAKER SUPPLIES AND REP	23592	41963	BATTERY ACID/ GATORS	67.00
Vendor BAKER SUPPLIES AND REPAIRS Total:				1,148.25
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBU	PR- 10/29/16	41964	PAYROLL DEDUCTIONS	9.02
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				9.02
Vendor: CANON FINANCIAL SERVICES (FORMALLY OCE)				
CANON FINANCIAL SERVIC	16621478	41965	COPIER LEASE	37.82
CANON FINANCIAL SERVIC	16621478	41965	COPIER LEASE	70.92
CANON FINANCIAL SERVIC	16621478	41965	COPIER LEASE	9.46
CANON FINANCIAL SERVIC	16621478	41965	COPIER LEASE	118.20
CANON FINANCIAL SERVIC	16621478	41965	COPIER LEASE	118.20

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
CANON FINANCIAL SERVIC	16621478	41965	COPIER LEASE	118.18
Vendor CANON FINANCIAL SERVICES (FORMALLY OCE) Total:				472.78
Vendor: CENTRAL CALIF IRRIGATION DIST				
CENTRAL CALIF IRRIGATIO	J 16-238	41966	WW PLANT WEED ABATE	2,460.00
Vendor CENTRAL CALIF IRRIGATION DIST Total:				2,460.00
Vendor: CENTRAL SAN JOAQUIN VALLEY RMA				
CENTRAL SAN JOAQUIN V	REFUND RMA ERROR 11/2	41967	REFUND CK RMA SENT IN	962.63
Vendor CENTRAL SAN JOAQUIN VALLEY RMA Total:				962.63
Vendor: CENTRAL SANITARY SUPPLY				
CENTRAL SANITARY SUPPL	746106	41968	JANITORIAL SUPPLIES	287.43
CENTRAL SANITARY SUPPL	747138	41968	FLOOR MACHINE REPAIR	109.00
Vendor CENTRAL SANITARY SUPPLY Total:				396.43
Vendor: CENTRAL VALLEY TOXICOLOGY				
CENTRAL VALLEY TOXICOL	255667	41969	PD TOXICOLOGY	125.00
CENTRAL VALLEY TOXICOL	256155	41969	PD TOXICOLOGY	78.00
CENTRAL VALLEY TOXICOL	266158	41969	PD TOXICOLOGY	78.00
Vendor CENTRAL VALLEY TOXICOLOGY Total:				281.00
Vendor: CHANDRA ANN GARZA				
CHANDRA ANN GARZA	OCTOBER 2016 BOOTCAM	41970	BOOTCAMP INSTRUCTOR	404.00
Vendor CHANDRA ANN GARZA Total:				404.00
Vendor: CHIEF SUPPLY CORPORATION				
CHIEF SUPPLY CORPORATI	280047	41971	PD COMMUNITY PROMOT	385.48
Vendor CHIEF SUPPLY CORPORATION Total:				385.48
Vendor: CITY NATIONAL BANK				
CITY NATIONAL BANK	NOV 2016	41972	PAYMENT #25 WATER SY	52,100.00
CITY NATIONAL BANK	NOV 2016	41972	PAYMENT #25 WATER SY	11,261.25
Vendor CITY NATIONAL BANK Total:				63,361.25
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	NOVEMBER 2016	41973	BORRELLI WATER	3,039.79
Vendor CITY OF GUSTINE Total:				3,039.79
Vendor: CITY OF LOS BANOS				
CITY OF LOS BANOS	0652954	41974	PD BOOKING FEES OCTOB	350.00
Vendor CITY OF LOS BANOS Total:				350.00
Vendor: COOPER CONTROLS				
COOPER CONTROLS	11501-01	41975	INFLUENT METER CHECK	571.50
Vendor COOPER CONTROLS Total:				571.50
Vendor: CRESCENT WORK & OUTDOOR #1				
CRESCENT WORK & OUTD	046122	41976	PD PATROL SUPPLIES (CAR	641.45
CRESCENT WORK & OUTD	046144	41976	PD UNIFORM SUPPLIES	829.79
CRESCENT WORK & OUTD	046153	41976	PD UNIFORM SUPPLIES	347.00
CRESCENT WORK & OUTD	046166	41976	PD PATROL SUPPLIES	641.45
CRESCENT WORK & OUTD	046168	41976	PD PATROL SUPPLIES	641.45
CRESCENT WORK & OUTD	046240	41976	PD PATROL SUPPLIES	118.37
Vendor CRESCENT WORK & OUTDOOR #1 Total:				3,219.51
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	7150	41977	OCTOBER 2016 BUILDING	972.69
CSG CONSULTING - PRECIS	7150	41977	OCTOBER 2016 BUILDING	4,995.62
Vendor CSG CONSULTING - PRECISION Total:				5,968.31
Vendor: DEPOT GARAGE INC				
DEPOT GARAGE INC	0007156	41978	VEHICLE REPAIR LEAFER	596.26
Vendor DEPOT GARAGE INC Total:				596.26

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: DIVERSIFIED RISK/HUB INTERNATIONAL				
DIVERSIFIED RISK/HUB INT	OCTOBER 2016	41979	EVENT INSURANCE OCTOB	869.54
Vendor DIVERSIFIED RISK/HUB INTERNATIONAL Total:				869.54
Vendor: DM OLIVEIRA ENTERPRISES, INC.				
DM OLIVEIRA ENTERPRISE	16-0871	41980	CHAMBERS SOUND SYSTE	120.00
Vendor DM OLIVEIRA ENTERPRISES, INC. Total:				120.00
Vendor: DOMINGOS PONCEANO				
DOMINGOS PONCEANO	1559	41981	JANITORIAL	400.00
DOMINGOS PONCEANO	1559	41981	JANITORIAL	300.00
DOMINGOS PONCEANO	1559	41981	JANITORIAL	450.00
DOMINGOS PONCEANO	1559	41981	JANITORIAL	275.00
Vendor DOMINGOS PONCEANO Total:				1,425.00
Vendor: E & M ELECTRIC CO.				
E & M ELECTRIC CO.	79821	41982	LIGHT BULBS / CITY HALL	99.96
Vendor E & M ELECTRIC CO. Total:				99.96
Vendor: EMERGENCY VEHICLE SPECIALISTS				
EMERGENCY VEHICLE SPE	6146	41983	PD VEHICLE	50.00
EMERGENCY VEHICLE SPE	6147	41983	PD VEHICLE	25.00
Vendor EMERGENCY VEHICLE SPECIALISTS Total:				75.00
Vendor: FAR WEST LABORATORIES, INC.				
FAR WEST LABORATORIES,	83709	41984	WATER ANALYSIS	350.00
Vendor FAR WEST LABORATORIES, INC. Total:				350.00
Vendor: G&K SERVICES				
G&K SERVICES	1057330711	41985	PW UNIFORMS	2.58
G&K SERVICES	1057330711	41985	PW UNIFORMS	2.58
G&K SERVICES	1057330711	41985	PW UNIFORMS	5.15
G&K SERVICES	1057330711	41985	PW UNIFORMS	4.64
G&K SERVICES	1057330711	41985	PW UNIFORMS	10.82
G&K SERVICES	1057330711	41985	PW UNIFORMS	21.13
G&K SERVICES	1057330711	41985	PW UNIFORMS	4.64
Vendor G&K SERVICES Total:				51.54
Vendor: GARTON FORD TRACTOR				
GARTON FORD TRACTOR	NC43218	41986	BULB/ TRACTOR	6.51
Vendor GARTON FORD TRACTOR Total:				6.51
Vendor: GILTON SOLID WASTE MANAGEMENT INC				
GILTON SOLID WASTE MA	NOVEMBER 2016	41987	REFUSE SERVICE	32,996.97
GILTON SOLID WASTE MA	OCTOBER 2016 BIN	41987	TRASH BIN	244.76
Vendor GILTON SOLID WASTE MANAGEMENT INC Total:				33,241.73
Vendor: GOUVEIA ENGINEERING INC				
GOUVEIA ENGINEERING I	5704	41988	SAPUTO WELL PERMIT	727.13
GOUVEIA ENGINEERING I	5706	41988	KATAKIS DEVELOPMENT	70.88
GOUVEIA ENGINEERING I	5707	41988	PW GENERAL SPLIT	59.49
GOUVEIA ENGINEERING I	5707	41988	PW GENERAL SPLIT	59.49
GOUVEIA ENGINEERING I	5707	41988	PW GENERAL SPLIT	59.52
GOUVEIA ENGINEERING I	5708	41988	CONSTRUCT ROUNDABOU	1,410.00
GOUVEIA ENGINEERING I	5709	41988	SCHMIDT PARK CLASS 1 T	337.50
GOUVEIA ENGINEERING I	5710	41988	CONSTRUCT ROUNDABOU	67.50
GOUVEIA ENGINEERING I	5711	41988	AIRPORT STORM DRAIN A	747.50
GOUVEIA ENGINEERING I	5712	41988	SOUZA PLANNING 51 W. A	173.25
GOUVEIA ENGINEERING I	5713	41988	O'REILLY'S AUTO PLANNIN	227.06
GOUVEIA ENGINEERING I	5714	41988	SOUZA PLANNING 51 W. A	570.94

Warrant List

Post Dates: 11/02/2016 - 11/15/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
GOUVEIA ENGINEERING I	5715	41988	SCHMIDT PARK CLASS 1 T	236.25
Vendor GOUVEIA ENGINEERING INC Total:				4,746.51
Vendor: GUERRERO'S TIRE & AUTO REPAIR				
GUERRERO'S TIRE & AUTO	11012016	41989	TIRE REPAIR	30.00
Vendor GUERRERO'S TIRE & AUTO REPAIR Total:				30.00
Vendor: JONATHAN PECK				
JONATHAN PECK	1876	41990	PD CAR WASH	38.00
Vendor JONATHAN PECK Total:				38.00
Vendor: JONATHAN ROBERT FLANAGAN				
JONATHAN ROBERT FLAN	0495	41991	FLY-IN T-SHIRTS	531.60
Vendor JONATHAN ROBERT FLANAGAN Total:				531.60
Vendor: LANGUAGE LINE SERVICES				
LANGUAGE LINE SERVICES	3947253	41992	PD TRANSLATION SERVICE	33.13
Vendor LANGUAGE LINE SERVICES Total:				33.13
Vendor: MARTIN L. CARVER				
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	39.06
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	39.06
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	351.56
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	351.56
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	42.97
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	15.00
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	49.38
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	107.34
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	200.95
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	88.12
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	187.50
MARTIN L. CARVER	1607	41993	HOUSING ELEMENT	90.00
Vendor MARTIN L. CARVER Total:				1,562.50
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS IN	66411	41994	PD CITATION NOTICES	771.89
MATTOS NEWSPAPERS IN	PI100616041	41994	ADVERTISEMENT MOVIE	105.00
MATTOS NEWSPAPERS IN	PI1006209	41994	PUBLIC NOTICE - ELECTIO	48.00
MATTOS NEWSPAPERS IN	TR100416032	41994	ADS FOR RECREATION ACT	52.50
Vendor MATTOS NEWSPAPERS INC Total:				977.39
Vendor: MELANIE CORREA				
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	30.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	10.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	10.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	4.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	70.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	56.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	10.00
MELANIE CORREA	EMPLOY RECOG 2016	41995	MEETING LUNCHEON 201	10.00
Vendor MELANIE CORREA Total:				200.00
Vendor: NEWMAN ACE HARDWARE				
NEWMAN ACE HARDWAR	536023	41996	PARK SUPPLIES	8.99
Vendor NEWMAN ACE HARDWARE Total:				8.99
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS L	PR- 10/29/16	41997	PAYROLL DEDUCTIONS	192.00
OPERATING ENGINEERS L	PR- 10/29/2016	41997	PAYROLL DEDUCTIONS	90.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				282.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: P G & E				
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC	1,693.13
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	131.23
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	57.84
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	547.43
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	50.39
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	69.88
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	634.28
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	42.39
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	1,775.65
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	6,621.79
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	88.40
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	10,560.66
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	1,385.84
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	782.45
P G & E	NOVEMBER 2016	41998	GAS AND ELECTRIC NOVE	212.76
Vendor P G & E Total:				24,654.12
Vendor: PIONEER DRUG				
PIONEER DRUG	18133	41999	WW PLANT SUPPLIES	3.77
Vendor PIONEER DRUG Total:				3.77
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR- 10/29/16	42000	PAYROLL DEDUCTIONS	480.00
Vendor POLICE OFFICERS ASSOC Total:				480.00
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT	PR-10/15/16EECLASSICMI	4041	RETIREMENT CONTRIBUTI	1,981.91
PUBLIC EMP RETIREMENT	PR-10/15/16EECLASSICSA	4042	RETIREMENT CONTRIBUTI	1,301.99
PUBLIC EMP RETIREMENT	PR-10/15/16ERCLASSICMI	4044	RETIREMENT CONTRIBUTI	2,428.24
PUBLIC EMP RETIREMENT	PR-10/15/16ERCLASSICSA	4045	RETIREMENT CONTRIBUTI	2,460.30
PUBLIC EMP RETIREMENT	PR-10/1516ERPEPRASAFE	4043	RETIREMENT CONTRIBUTI	623.30
PUBLIC EMP RETIREMENT	PR-10/21/16EEPEPRASAFE	4040	RETIREMENT CONTRIBUTI	593.24
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				9,388.98
Vendor: RALEY'S-IN STORE CHARGE				
RALEY'S-IN STORE CHARG	2332300242ASTR	42001	WESTSIDE HEALTHCARE T	25.30
RALEY'S-IN STORE CHARG	TRANS # 1547	42001	POOL CONCESSION SUPPL	29.92
RALEY'S-IN STORE CHARG	TRANS # 4354	42001	MCAG TRB MTG	27.85
RALEY'S-IN STORE CHARG	TRANS # 9515	42001	POOL CONCESSION SUPPL	24.94
Vendor RALEY'S-IN STORE CHARGE Total:				108.01
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE	1181	42002	MANHOLE/ WALNUT SHEL	635.00
ROCHA BACKHOE SERVICE	1181	42002	MANHOLE/ WALNUT SHEL	1,080.00
Vendor ROCHA BACKHOE SERVICE INC Total:				1,715.00
Vendor: SHAPE INC				
SHAPE INC	122249	42003	WW PUMP REPAIR	7,395.84
SHAPE INC	122250	42003	PUMP REPAIR	340.00
Vendor SHAPE INC Total:				7,735.84
Vendor: SIERRA CHEMICAL				
SIERRA CHEMICAL	SLS10040698	42004	CHLORINE / WATER	717.55
SIERRA CHEMICAL	SLS10040834	42004	CHLORINE / WATER	494.67
Vendor SIERRA CHEMICAL Total:				1,212.22
Vendor: SMART&FINAL				
SMART&FINAL	4061600119841	42005	MOVIE NIGHT	185.58
SMART&FINAL	4061600119845	42005	FISHING DAY	88.38
SMART&FINAL	4061600119846	42005	HEALTH CARE TASK FORCE	53.24

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
SMART&FINAL	4061600119895	42005	FISHING DAY	61.65
Vendor SMART&FINAL Total:				388.85
Vendor: STATE OF CALIFORNIA DEPT OF JUSTICE				
STATE OF CALIFORNIA DEP	200647	42006	PD FINGERPRINTING	769.00
Vendor STATE OF CALIFORNIA DEPT OF JUSTICE Total:				769.00
Vendor: SWANK MOTION PICTURES, INC				
SWANK MOTION PICTURE	DB 2255594	42007	HALLOWEEN MOVIE	200.00
Vendor SWANK MOTION PICTURES, INC Total:				200.00
Vendor: TERMINIX INTERNATIONAL				
TERMINIX INTERNATIONAL	359226037	42008	PEST CONTROL/ GOMAN	64.00
TERMINIX INTERNATIONAL	359361991	42008	PEST CONTROL/ ANIMAL C	10.00
TERMINIX INTERNATIONAL	359363173	42008	PEST CONTROL	35.00
Vendor TERMINIX INTERNATIONAL Total:				109.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	62657	42009	FUEL FD/PD/PW VEHICLE	75.63
TESEI PETROLEUM	62657	42009	FUEL FD/PD/PW VEHICLE	613.85
TESEI PETROLEUM	62657	42009	FUEL FD/PD/PW VEHICLE	192.51
TESEI PETROLEUM	62657	42009	FUEL FD/PD/PW VEHICLE	41.21
TESEI PETROLEUM	62657	42009	FUEL FD/PD/PW VEHICLE	201.45
TESEI PETROLEUM	62657	42009	FUEL FD/PD/PW VEHICLE	202.14
Vendor TESEI PETROLEUM Total:				1,326.79
Vendor: THE OFFICE CITY				
THE OFFICE CITY	IN-1387799	42010	PD SUPPLIES	14.87
THE OFFICE CITY	IN-1388294	42010	PD OFFICE SUPPLIES	26.99
THE OFFICE CITY	IN-1388952	42010	PD OFFICE SUPPLIES	175.18
Vendor THE OFFICE CITY Total:				217.04
Vendor: TINA MARIE TROESCH (DJ TWISTED TROESCH)				
TINA MARIE TROESCH (DJ	AIRPORT FLY IN DJ	42011	AIRPORT FLY IN DJ	300.00
Vendor TINA MARIE TROESCH (DJ TWISTED TROESCH) Total:				300.00
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD	FD FRIG REIMB BY FD	42012	FD FRIDGE ON CC- FD REI	2,259.81
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				2,259.81
Vendor: USA BLUE BOOK				
USA BLUE BOOK	093036	42013	HYDRANT METER	1,190.37
Vendor USA BLUE BOOK Total:				1,190.37
Vendor: VALLEY PIPE & SUPPLY INC				
VALLEY PIPE & SUPPLY INC	1254660-02	42014	WATER SYSTEM PARTS	3,272.95
Vendor VALLEY PIPE & SUPPLY INC Total:				3,272.95
Vendor: VERIZON WIRELESS				
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	0.53
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	63.25
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	114.21
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	15.67
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	54.20
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	33.61
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	18.07
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	33.61
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	63.25
VERIZON WIRELESS	9774215166	42015	CELL SERVICE	180.70
Vendor VERIZON WIRELESS Total:				577.10

Warrant List

Post Dates: 11/02/2016 - 11/15/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUP	PR- 10/29/16	42016	PAYROLL DEDUCTION	142.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				142.71
Vendor: YANCEY LUMBER CO				
YANCEY LUMBER CO	B20106039405	42017	FENCE REPAIR/ BORELLI	130.74
YANCEY LUMBER CO	B2016003630	42017	CONCRETE	47.25
YANCEY LUMBER CO	B2016004019	42017	POOL SUPPLIES	12.76
YANCEY LUMBER CO	B2016004036	42017	POOL BLDG	31.28
YANCEY LUMBER CO	B2016005974	42017	LIFT STATION FENCE REPA	142.97
YANCEY LUMBER CO	B2016006800	42017	RENTAL EQUIP/ WATER	80.00
Vendor YANCEY LUMBER CO Total:				445.00
Vendor: ZACHERY RAMOS				
ZACHERY RAMOS	REIMB TARGET ZR	42018	HALLOWEEN REC/PD	21.50
Vendor ZACHERY RAMOS Total:				21.50
Grand Total:				216,794.66

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	23,730.73
002 - UTILITY TAX FUND	33.61
009 - COMMUNITY CENTER FUND	1,844.48
016 - SWIM POOL FUND	2,084.12
017 - CITY WIDE LIGHTING & LAND	6,948.89
019 - RECREATION FUND	1,428.07
020 - SURFACE TRANS SERV FUND	2,051.25
021 - ST/SIDEWALK MAINT	698.04
059 - STORM DRAIN	112.01
060 - WATER FUND	81,458.18
061 - SEWER FUND	13,842.79
062 - REFUSE	33,376.03
063 - AIRPORT FUND	33,841.04
074 - ASSESS - BORRELLI	3,391.91
093 - INSURANCE TRUST FUND	869.54
099 - PAYROLL TRUST FUND	10,302.71
101 - GENERAL GOVERNMENT IMPACT FEES	42.97
102 - POLICE IMPACT FEES	15.00
103 - FIRE IMPACT FEES	49.38
104 - PARKS IMPACT FEE	107.34
105 - STORM DRAIN IMPACT FEES	200.95
106 - WATER IMPACT FEES	88.12
107 - SEWER IMPACT FEES	187.50
108 - REGIONAL TRANSPORTATION IMPACT FEES	90.00
Grand Total:	216,794.66

Account Summary

Account Number	Account Name	Payment Amount
001-0000-430.041-00	PLANNING DEPOSIT (PR	1,769.26
001-0000-450.040-00	INSURANCE REFUNDS	962.63
001-0000-490.003-00	MISC REVENUES	2,259.81
001-0110-530.091-00	MEETINGS & TRAINING	53.15
001-0130-530.003-00	ELECTION	48.00
001-0140-530.011-00	TELEPHONE & INTERNET	0.53
001-0140-530.201-00	OTHER CONTRACT SERVI	37.82
001-0150-520.010-00	DEPT OPERATING SUPPL	231.55
001-0150-520.011-00	UNIFORM ALLOWANCE	3.40
001-0150-520.040-00	FUEL	75.63
001-0150-530.011-00	TELEPHONE & INTERNET	63.25
001-0150-530.060-00	ELECTRIC	1,693.13
001-0150-530.062-00	GAS	131.23
001-0150-530.201-00	OTHER CONTRACT SERVI	520.00
001-0210-520.000-00	OFFICE SUPPLIES	217.04
001-0210-520.010-00	DEPT OPERATING SUPPL	4,015.11
001-0210-520.040-00	FUEL	613.85
001-0210-530.009-00	OTHER PROFESSIONAL S	1,546.13
001-0210-530.011-00	TELEPHONE & INTERNET	114.21
001-0210-530.014-00	POSTAGE	8.38
001-0210-530.060-00	ELECTRIC	57.84
001-0210-530.089-00	COMMUNITY PROMOTI	406.98
001-0210-530.091-00	MEETINGS & TRAINING	30.00
001-0210-530.201-00	OTHER CONTRACT SERVI	370.92
001-0220-520.010-00	DEPT OPERATING SUPPL	65.81
001-0220-530.060-00	ELECTRIC	547.43
001-0220-530.062-00	GAS	50.39
001-0230-530.011-00	TELEPHONE	15.67
001-0230-530.201-00	OTHER CONTRACT SERVI	45.00

Account Summary

Account Number	Account Name	Payment Amount
001-0410-530.009-00	OTHER PROFESSIONAL S	1,011.75
001-0410-530.094-00	PLANNING/CONSTRUCT	4,995.62
001-0610-520.010-00	DEPT OPERATING SUPPL	1,127.99
001-0610-520.011-00	UNIFORM ALLOWANCE	3.39
001-0610-520.030-00	MOTOR VEHICLE EXPEN	23.80
001-0610-530.011-00	TELEPHONE	54.20
001-0610-530.060-00	ELECTRIC	69.88
001-0610-540.030-00	MACHINERY & EQUIPME	489.95
002-0147-530.011-00	TELEPHONE	33.61
009-0150-520.010-00	DEPT OPERATING SUPPL	59.23
009-0150-520.040-00	FUEL	192.51
009-0150-530.011-00	TELEPHONE	18.07
009-0150-530.060-00	ELECTRIC	634.28
009-0150-530.062-00	GAS	42.39
009-0150-530.201-00	OTHER CONTRACT SERVI	898.00
016-0613-520.010-00	DEPT OPERATING SUPPL	220.00
016-0613-520.013-00	CONCESSION SUPPLIES	54.86
016-0613-530.011-00	TELEPHONE	33.61
016-0613-530.060-00	ELECTRIC	1,775.65
017-0120-530.091-00	MEETINGS & TRAINING	10.00
017-0260-530.060-00	ELECTRIC	6,621.79
017-0610-520.010-00	DEPT OPERATING SUPPL	205.85
017-0610-520.011-00	UNIFORM ALLOWANCE	6.79
017-0610-520.040-00	FUEL	41.21
017-0610-530.011-00	TELEPHONE	63.25
019-0613-520.010-00	DEPT OPERATING SUPPL	1,126.52
019-0613-530.030-00	ADVERTISING	157.50
019-0613-530.060-00	ELECTRIC	88.40
019-0613-530.201-00	OTHER CONTRACT SERVI	55.65
020-0310-530.009-00	OTHER PROFESSIONAL S	2,051.25
021-0120-530.091-00	MEETINGS & TRAINING	10.00
021-0310-520.010-00	DEPT OPERATING SUPPL	85.66
021-0310-520.011-00	UNIFORM ALLOWANCE	6.12
021-0310-520.030-00	MOTOR VEHICLE EXPEN	596.26
059-0120-530.091-00	MEETINGS & TRAINING	4.00
059-0140-530.201-00	OTHER CONTRACT SERVI	9.46
059-0730-530.009-00	OTHER PROFESSIONAL S	98.55
060-0120-530.091-00	MEETINGS & TRAINING	70.00
060-0140-530.201-00	OTHER CONTRACT SERVI	118.20
060-0710-520.010-00	DEPT OPERATING SUPPL	5,971.13
060-0710-520.011-00	UNIFORM ALLOWANCE	14.26
060-0710-520.030-00	MOTOR VEHICLE EXPEN	30.00
060-0710-520.040-00	FUEL	201.45
060-0710-530.009-00	OTHER PROFESSIONAL S	411.05
060-0710-530.011-00	TELEPHONE	180.70
060-0710-530.060-00	ELECTRIC	10,560.66
060-0710-530.072-00	OTHER EQUIPMENT REP	109.48
060-0710-530.101-00	BOND PRINCIPAL	52,100.00
060-0710-530.120-00	INTEREST - BOND	11,261.25
060-0710-530.201-00	OTHER CONTRACT SERVI	350.00
060-0710-540.030-00	MACHINERY & EQUIPME	80.00
061-0120-530.091-00	MEETINGS & TRAINING	56.00
061-0140-530.201-00	OTHER CONTRACT SERVI	118.20
061-0520-520.010-00	DEPT OPERATING SUPPL	239.34
061-0520-520.011-00	UNIFORM ALLOWANCE	27.85
061-0520-520.040-00	FUEL	202.14
061-0520-530.009-00	OTHER PROFESSIONAL S	411.08
061-0520-530.060-00	ELECTRIC	1,385.84

Account Summary

Account Number	Account Name	Payment Amount
061-0520-530.072-00	OTHER EQUIPMENT REP	7,735.84
061-0520-530.201-00	OTHER CONTRACT SERVI	3,666.50
062-0120-530.091-00	MEETINGS & TRAINING	10.00
062-0140-530.201-00	OTHER CONTRACT SERVI	118.18
062-0510-520.011-00	UNIFORM ALLOWANCE	6.12
062-0510-530.009-00	OTHER PROFESSIONAL S	33,241.73
063-0120-530.091-00	MEETINGS & TRAINING	10.00
063-0340-520.010-00	DEPT OPERATING SUPPL	624.62
063-0340-520.016-00	AVIATION GASOLINE	30,296.47
063-0340-530.009-00	OTHER PROFESSIONAL S	747.50
063-0340-530.060-00	ELECTRIC	782.45
063-0340-530.201-00	OTHER CONTRACT SERVI	1,380.00
074-0610-530.059-00	WATER UTILITY	3,039.79
074-0610-530.060-00	ELECTRIC	212.76
074-0910-520.010-00	DEPT OPERATING SUPPL	139.36
093-0000-220.070	INSURANCE TRUST	869.54
099-0000-220.050	PERS PAYABLE	9,388.98
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.081	UNION DUES PAYABLE	282.00
099-0000-220.097	CALIFORNIA STATE DISB	9.02
099-0000-220.098	WASHINGTON SUPPORT	142.71
101-0140-530.009-00	OTHER PROFESSIONAL S	42.97
102-0210-530.009-00	OTHER PROFESSIONAL S	15.00
103-0220-530.009-00	OTHER PROFESSIONAL S	49.38
104-0610-530.009-00	OTHER PROFESSIONAL S	107.34
105-0730-530.009-00	OTHER PROFESSIONAL S	200.95
106-0710-530.009-00	OTHER PROFESSIONAL S	88.12
107-0520-530.009-00	OTHER PROFESSIONAL S	187.50
108-0310-530.009-00	OTHER PROFESSIONAL S	90.00
	Grand Total:	216,794.66

Project Account Summary

Project Account Key	Payment Amount
None	216,794.66
Grand Total:	216,794.66





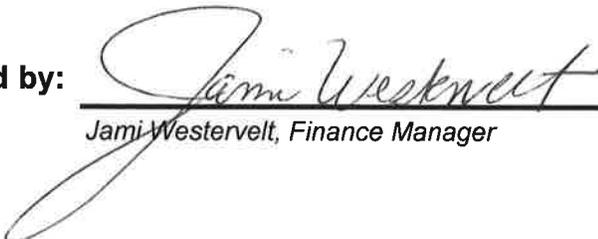
TREASURER'S REPORT

Period Ending October 31, 2016

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

<u>Institution</u>	<u>Acct#</u>	<u>Investment Type</u>	<u>Interest Rate</u>	<u>Balance</u>
Investments				
State of California LAIF	088-200.188	Pooled	0.654%	\$3,843,677.40
Raymond James	001-100.011	Liquid Account	0.010%	\$273,472.09
<i>Subtotal</i>				\$4,117,149.49
Non Interest Bearing Items				
Tri-Counties Bank	099-100.004	Payroll Account		\$227,656.45
Tri-Counties Bank	000-100.100	General Checking		\$859,690.63
<i>Subtotal</i>				\$1,087,347.08
Total Cash and Investments				\$5,204,496.57

Prepared by:



Jami Westervelt, Finance Manager



COUNCIL AGENDA ITEM

NOVEMBER 15, 2016

PREPARED BY: Melanie Correa, Deputy City Clerk

SUBJECT: Council Approval of Gustine Employee Salary Schedules

BACKGROUND/DISCUSSION

Pursuant to labor negotiations, and the approved budget for fiscal year 2016-2017, please find attached the salary schedules for all employees of the City of Gustine effective July 1, 2016 for Council approval.

RECOMMENDATION

Council review and approve the attached salary schedule for all employees of the City of Gustine effective July 1, 2016.

ATTACHMENTS

A) Annual Salary Schedules

APPROVED BY:

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

SEAN SCULLY, CITY MANAGER

CITY OF GUSTINE

ANNUAL SALARY SCHEDULE

Effective July 1, 2016

	Annual Amounts					
	A	B	C	D	E	F
Account Clerk	\$34,987	\$36,736	\$38,027	\$40,502	\$42,527	\$44,653
Chief Wastewater Operator					\$66,855 *	N/A
City Manager	\$105,000	\$110,250	\$115,760	\$121,550	\$127,630	N/A
Community Services Officer	\$34,808	\$35,977	\$37,775	\$39,666	\$41,648	\$43,732
Deputy City Clerk/Human Resources Analyst	\$51,161	\$53,719	\$55,062	N/A	N/A	N/A
Director of Community Services	\$77,036	\$78,962	\$80,936	N/A	N/A	N/A
Finance Director	\$63,424	\$65,010	\$66,635	N/A	N/A	N/A
Maintenance Worker	\$34,488	\$36,214	\$38,025	\$39,924	\$41,921	N/A
Police Chief	\$110,477	\$116,000	\$121,800	\$127,891	\$134,286	N/A
Police Officer	\$44,425	\$46,646	\$48,979	\$51,427	\$53,999	N/A
Police Sergeant	\$56,178	\$58,987	\$61,937	\$65,035	\$68,286	N/A
Public Works Supervisor	\$39,919	\$41,916	\$44,011	\$46,211	\$48,522	N/A
Records Supervisor	\$38,571	\$40,501	\$42,527	\$44,652	\$46,886	\$49,228
Senior Maintenance Worker	\$38,017	\$39,919	\$41,916	\$44,011	\$46,211	N/A
Water Distribution Operator	\$36,486	\$38,313	\$40,230	\$42,239	\$44,352	N/A

* Based on employment agreement.



COUNCIL AGENDA ITEM NOVEMBER 15, 2016

PREPARED BY: Melanie Correa, Deputy City Clerk

SUBJECT: Consider Rejection of Claim

BACKGROUND/DISCUSSION

The City has received a claim from State Farm on behalf of Michelle Riddell for damage to her residence due to a fallen tree. The claimant is seeking damages in the amount of \$14,706.26. The claim states that the damage was caused by City tree that had fallen unexpectedly.

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

FISCAL IMPACT

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

RECOMMENDATION

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

EXHIBITS

- A) Claim Form
- B) Notice of Action on Claim (Form F), State Farm (Riddell); (Draft)

APPROVED BY:

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

SEAN SCULLY, CITY MANAGER

CITY OF GUSTINE

PO BOX 16 - 352 5TH STREET

GUSTINE CA 95322

OFFICE (209) 854-6471 – Fax (209) 854-2127

www.cityofgustine.com



NOTICE OF ACTION ON CLAIM

FORM F

Date: **November 15, 2016**

To: State Farm a/s/o Riddell, Michelle

Notice is hereby given that the Claim which you presented to the City of Gustine on the **9/22/16** was handled as circled below:

1. Rejected on **November 15, 2016**.
2. Allowed for full amount of Claim. A warrant for the full amount will be sent within _____ days from this notice.
3. Allowed in the amount of \$_____ only, and rejected as to the balance. Please contact the person whose name appears at the bottom of this document within ____ days to arrange payment.
4. Rejected by operation of law on _____.

WARNING

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

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

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

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

PROOF OF SERVICE

On November 16, 2016, I served the within NOTICE OF ACTION ON CLAIM on the claimant by placing a true copy thereof enclosed in a sealed envelope in the outgoing mail addressed as requested by the claimant.

I declare under penalty of perjury that the foregoing is true and correct. Executed at Gustine, California on November 16, 2016.

Sean Scully, City Manager
Print Name

Signature



COUNCIL AGENDA ITEM

NOVEMBER 15, 2016

PREPARED BY: City Manager Sean Scully

SUBJECT: Consider Appointment of Representative to Mosquito Abatement District Board of Trustees

BACKGROUND/DISCUSSION

In August 2015, Council appointed Maureen O'Rourke as Gustine's Representative on the Merced County Mosquito Abatement District Board of Trustees. Allan D. Inman, Manager-Entomologist, indicated in a letter to the City that Mrs. O'Rourke has ably represented the City of Gustine and has expressed her willingness to serve a four-year term.

FISCAL IMPACT

There is no fiscal impact as a result of this action.

RECOMMENDATION

That the City Council appoint Maureen O'Rourke as Representative for the City of Gustine to the Merced County Mosquito Abatement District Board of Trustees for a term of four years.

EXHIBIT(S)

- A) Letter dated October 26, 2016 from Allan D. Inman



MERCED COUNTY MOSQUITO ABATEMENT DISTRICT

3478 Beachwood Drive • P.O. Box 909 • Merced, California 95341
209-722-1527 • 800-622-3242 • Fax: 209-722-3051

MEMBER



MVC
ASSOCIATION
OF CALIFORNIA

October 26, 2016

Sean Scully
City Manager
City of Gustine
P.O. Box 16
Gustine, CA 95322

RE: Board Appointment

Dear Mr. Scully,

The current term of Maureen O'Rourke, your representative on the Merced County Mosquito Abatement District Board of Trustees, will expire on December 31, 2016. Mrs. O'Rourke has ably served the remaining term of her late husband Gerald O'Rourke, and has expressed her willingness to serve a four-year term. Mrs. O'Rourke may be appointed to either a two or four-year term.

Please submit a copy of your minute order or resolution of appointment to the District Office at your earliest convenience to insure continuous representation.

Respectfully submitted,

Allan D. Inman
Manager-Entomologist

CC: Maureen O'Rourke



COUNCIL AGENDA ITEM

NOVEMBER 15, 2016

PREPARED BY: City Manager Sean Scully

SUBJECT: Consider Participation in PACE Programs

BACKGROUND/DISCUSSION

California Home Finance Authority ("CHF"), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA").

CHF has established two Property Assessed Clean Energy ("PACE") financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. By offering low cost financing, CHF's PACE programs allow construction of these projects to proceed and, in the process, stimulate building activity and the overall local economy, reduce peak energy demand, increase property values, and generate savings on utility bills for property owners.

CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for California PACE financing program.

PACE FINANCING PROGRAMS

CHF has established two PACE programs under the legislative authority of two separate California PACE laws:

SB 555 PACE Community Facilities District: Senate Bill 555 amended the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code and particularly in accordance with sections 53313.5(l) and 53328.1(a) ("Mello-Roos Act"), to allow for the creation of Community Facilities Districts ("CFDs") for the purpose of financing or refinancing the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure

improvements permanently affixed to private or publicly-owned real property. Individual properties can be annexed into the district and be subject to the special tax that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the CFD and (ii) each participating owner provides its unanimous written approval for annexation of its property into the PACE CFD.

AB 811 PACE Contractual Assessment Program: By the passage of Assembly Bill 811, the California State Legislature added Chapter 29 to the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code. This legislation authorized cities and counties to establish voluntary contractual assessment programs for the purpose financing private property improvements that promote renewable energy generation, energy and water efficiency and electric vehicle charging infrastructure.

As with the SB 555 CFD, properties can be annexed into the AB 811 PACE program and be subject to the property tax assessment that is imposed to repay project financing only if (i) the Council adopts a resolution consenting to the inclusion of parcels in the incorporated areas of the City within the program and (ii) each participating owner consents in writing to the annexation of its property into the PACE program.

The City of Gustine has previously approved participation in another PACE program (HERO). Adding the CHF PACE programs, to be administered by Ygrene, provides more options for City property owners. It will not add to or require any additional responsibilities for the City.

JPA ASSOCIATE MEMBERSHIP

To participate in the PACE programs, the City must become an Associate Member of CHF (JPA Agreement attached). Associate membership requires no dues or other costs to the City, but permits participation in all CHF programs including the PACE program. The attached resolutions approve joining the JPA as an Associate Member. Pursuant to the JPA Agreement and CHF Board Resolution 15-01, the Executive Director has the authority to approve the addition of new Associate Members to the JPA.

PROGRAM AUTHORIZATION BEING SOUGHT

CHF sought and has completed the process of validation for both the SB 555 and the AB 811 programs in the Superior Court for the County of Sacramento. As of August 25, 2015, the CHF SB 555 PACE program is fully operational. Although CHF is implementing only the SB 555 PACE program at this time, CHF chose to form, validate and maintain both the SB 555 and AB 811 programs offerings to ensure that the "Ygrene Works for California" program remains the most innovative, cost effective and most secure PACE program in the state.

Should market conditions, consumer demand and/or legislative changes affect one PACE program more than another, CHF has the flexibility to offer the program that best supports CHF's vision of service without any interruption to participating counties and cities and their property owners. CHF intends to maximize the benefits of both program offerings.

In support of CHF's approach, the Council is being asked to pass two resolutions that would approve the following actions:

The first resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF SB 555 Community Facilities District.

The second resolution authorizes the City to join the JPA as an Associate Member and permits property owners within the incorporated areas of the City to participate in the CHF AB 811 Authority PACE Program.

Each resolution also authorizes CHF (1) to accept applications from property owners within the City's incorporated area to finance authorized improvements; and (2) to conduct proceedings and levy special taxes or contractual assessments, as applicable, on the property of participating owners.

Cities and counties that have approved the Ygrene Works program to date have adopted both resolutions. Authorizing both programs ensures that no matter the market or legislative environment for PACE, the Ygrene Works program will be established and able to operate successfully in your city without the need for additional review or the need for the City Council to consider approving another resolution thereby saving valuable staff time and resources.

Following are additional PACE program considerations:

- Supports development of renewable energy sources, installation of energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment.
- Only property owners who voluntarily choose to participate in the program will be subject either to assessments or special taxes, depending on which program CHF decides to implement.
- Program financing provides for an affordable method for many property owners to reduce their energy costs and improve their properties.
- Because program financing can be readily transferred upon sale, even owners who are planning to sell have the ability to make responsible and beneficial improvements to their property.
- While early payment premiums may apply in some circumstances, property owners can choose to pay off the program financing at any time.

- The City incurs no financial obligations as a result of program participation.
- Once the Council passes the resolutions, the City will incur no costs, and no staff time is required for administration or funding of the PACE program.

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Review and adopt Resolution 2016-XXXX consenting to Inclusion of Properties within the City's Incorporated Area in CHF Community Facilities District No. 2014-1 (Clean Energy) to Finance Renewable Energy Generation, Energy Efficiency, Water Conservation and Electric Vehicle Charging Infrastructure Improvements and approving associate membership in CHF.
2. Review and adopt Resolution 2016-XXXX consenting to Inclusion of Properties within the City's Incorporated Area in the CHF PACE Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and approving associate membership in CHF.

FISCAL IMPACT

There are no fiscal impacts associated with the recommended actions. There is no cost to the City to become an associate member of the JPA or by opting into the PACE programs described in this report. The City will have no administrative responsibilities, marketing obligations, or financial obligations associated with the PACE program.

EXHIBITS

- A) Resolution 2016-XXXX
- B) Resolution 2016-XXXX
- C) California Home Finance Authority Amended and Restated Joint Exercise of Powers Agreement

RESOLUTION NO. 2016-XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN THE CALIFORNIA HOME FINANCE AUTHORITY, PROGRAM TO FINANCE RENEWABLE ENERGY GENERATION, ENERGY AND WATER EFFICIENCY IMPROVEMENTS AND ELECTRIC VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO

WHEREAS, the California Home Finance Authority ("Authority") is a joint exercise of powers authority established pursuant to Chapter 5 of Division 7, Title 1 of the Government Code of the State of California (Section 6500 and following) (the "Act") and the Joint Power Agreement entered into on July 1, 1993, as amended from time to time (the "Authority JPA"); and

WHEREAS, the Authority is in the process of amending the Authority JPA to formally change its name to the Golden State Finance Authority; and

WHEREAS, Authority has established a property-assessed clean energy ("PACE") Program (the "Authority PACE Program") to provide for the financing of renewable energy generation, energy and water efficiency improvements and electric vehicle charging infrastructure (the "Improvements") pursuant to Chapter 29 of the Improvement Bond Act of 1911, being Division 7 of the California Streets and Highways Code ("Chapter 29") within counties and cities throughout the State of California that elect to participate in such program; and

WHEREAS, City of Gustine (the "City") is committed to development of renewable energy generation and energy and water efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

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

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

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

WHEREAS, Authority has established the Authority PACE Program, which is such a voluntary contractual assessment program, as permitted by the Act, the

Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and to assist property owners within the jurisdiction of the City in financing the cost of installing Improvements; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy and collection of assessments or any required remedial action in the case of delinquencies in the payment of any assessments or the issuance, sale or administration of any bonds issued in connection with the Authority PACE Program.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

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

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

PASSED AND ADOPTED by the City Council for the City of Gustine at a regular meeting held on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

Exhibit A
JPA Agreement
[to be inserted]

RESOLUTION NO. 2016-XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE, CALIFORNIA
CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S JURISDICTION IN
THE CALIFORNIA HOME FINANCE AUTHORITY COMMUNITY FACILITIES DISTRICT NO.
2014-1 (CLEAN ENERGY) TO FINANCE RENEWABLE ENERGY IMPROVEMENTS,
ENERGY EFFICIENCY AND WATER CONSERVATION IMPROVEMENTS AND ELECTRIC
VEHICLE CHARGING INFRASTRUCTURE AND APPROVING ASSOCIATE MEMBERSHIP
IN THE JOINT EXERCISE OF POWERS AUTHORITY RELATED THERETO**

Recitals

WHEREAS, the California Home Finance Authority, a California joint powers authority, (the "Authority") has established the Community Facilities District No. 2014-1 (Clean Energy) in accordance with the Mello-Roos Community Facilities Act, set forth in sections 53311 through 53368.3 of the California Government Code (the "Act") and particularly in accordance with sections 53313.5(l) and 53328.1(a) (the "District"); and

WHEREAS, the purpose of the District is to finance or refinance (including the payment of interest) the acquisition, installation, and improvement of energy efficiency, water conservation, renewable energy and electric vehicle charging infrastructure improvements permanently affixed to private or publicly-owned real property (the "Authorized Improvements"); and

WHEREAS, the Authority is in the process of amending the Authority Joint Powers Agreement (the "Authority JPA") to formally change its name to the Golden State Finance Authority; and

WHEREAS, the City of Gustine is committed to development of renewable energy generation and energy efficiency improvements, reduction of greenhouse gases, and protection of the environment; and

WHEREAS, in the Act, the Legislature has authorized a parcel within the territory of the District to annex to the District and be subject to the special tax levy of the District only (i) if the city or county within which the parcel is located has consented, by the adoption of a resolution by the applicable city council or county board of supervisors, to the inclusion of parcels within its boundaries in the District and (ii) with the unanimous written approval of the owner or owners of the parcel when it is annexed (the "Unanimous Approval Agreement"), which, as provided in section 53329.6 of the Act, shall constitute the election required by the California Constitution; and

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

WHEREAS, the Authority has established the District, as permitted by the Act, the Authority JPA, originally made and entered into July 1, 1993, as amended to date, and the City, desires to become an Associate Member of the JPA by execution of the JPA Agreement, a copy of which is attached as Exhibit "A" hereto, to participate in the programs of the JPA and, to assist property owners within the incorporated area of the City in financing the cost of installing Authorized Improvements; and

WHEREAS, the City will not be responsible for the conduct of any special tax proceedings; the levy and collection of special taxes or any required remedial action in the case of delinquencies in the payment of any special taxes in connection with the District.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This City Council finds and declares that properties in the City's incorporated area will be benefited by the availability of the Authority CFD No. 2014-1 (Clean Energy) to finance the installation of the Authorized Improvements.

2. This City Council consents to inclusion in the Authority CFD No. 2014-1 (Clean Energy) of all of the properties in the incorporated area within the City and to the Authorized Improvements, upon the request of and execution of the Unanimous Approval Agreement by the owners of such properties when such properties are annexed, in compliance with the laws, rules and regulations applicable to such program; and to the assumption of jurisdiction thereover by Authority for the purposes thereof.

3. The consent of this City Council constitutes assent to the assumption of jurisdiction by Authority for all purposes of the Authority CFD No. 2014-1 (Clean Energy) and authorizes Authority, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Authorized Improvements.

4. This City Council hereby approves joining the JPA as an Associate Member and authorizes the execution by appropriate City officials of any necessary documents to effectuate such membership.

5. City staff is authorized and directed to coordinate with Authority staff to facilitate operation of the Authority CFD No. 2014-1 (Clean Energy) within

the City, and report back periodically to this City Council on the success of such program.

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

PASSED AND ADOPTED by the City Council for the City of Gustine at a regular meeting held on November 15, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Mayor

ATTEST:

Deputy City Clerk

Exhibit A
JPA Agreement
[to be inserted]

CALIFORNIA HOME FINANCE AUTHORITY

AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT

(Original date July 1, 1993 and as last amended and restated December 10, 2014)

THIS AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT ("Agreement") is entered into by and among the counties listed on Attachment 1 hereof and incorporated herein by reference. All such counties are referred to herein as "Members" with the respective powers, privileges and restrictions provided herein.

RECITALS

A. WHEREAS, the California Rural Home Mortgage Finance Authority ("CRHMFA") was created by a Joint Exercise of Powers Agreement dated July 1, 1993 pursuant to the Joint Exercise of Powers Act (commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act")). By Resolution 2003-02, adopted on January 15, 2003, the name of the authority was changed to CRHMFA Homebuyers Fund. The most recent amendment to the Joint Exercise of Powers Agreement was on January 28, 2004.

B. WHEREAS, the Members of CRHMFA Homebuyers Fund desire to update, reaffirm, clarify and revise certain provisions of the joint powers agreement, including the renaming of the joint powers authority, as set forth herein.

C. WHEREAS, the Members are each empowered by law to finance the construction, acquisition, improvement and rehabilitation of real property.

D. WHEREAS, by this Agreement, the Members desire to create and establish a joint powers authority to exercise their respective powers for the purpose of financing the construction, acquisition, improvement and rehabilitation of real property within the jurisdiction of the Authority as authorized by the Act.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Members individually and collectively agree as follows:

1. Definitions

Unless the context otherwise requires, the following terms shall for purposes of this Agreement have the meanings specified below:

"Act" means the Joint Exercise of Powers Act, commencing with Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, including the Marks-Roos Local Bond Pooling Act of 1985, as amended.

"Agreement" means this Joint Exercise of Powers Agreement, as the same now exists or as it may from time to time be amended as provided herein.

"Associate Member" means a county, city or other public agency which is not a voting member of the Rural County Representatives of California, a California nonprofit corporation ("RCRC"), with legal power and authority similar to that of the Members, admitted pursuant to paragraph 4.d. below to associate membership herein by vote of the Board.

"Audit Committee" means a committee made up of the nine-member Executive Committee.

"Authority" means California Home Finance Authority ("CHF"), formerly known as CRHMFA Homebuyers Fund or California Rural Home Mortgage Finance Authority.

"Board" means the governing board of the Authority as described in Section 7 below.

"Bonds" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other obligation within the meaning of the term "Bonds" under the Act.

"Delegate" means the Supervisor designated by the governing board of each Member to serve on the Board of the Authority.

"Executive Committee" means the nine-member Executive Committee of the Board established pursuant to Section 10 hereof.

"Member" means any county which is a member of RCRC, has executed this Agreement and has become a member of the Authority.

"Obligations" means bonds, notes, warrants, leases, certificates of participation, installment purchase agreements, loan agreements and other securities or obligations issued by the Authority, or financing agreements entered into by the Authority pursuant to the Act and any other financial or legal obligation of the Authority under the Act.

"Program" or "Project" means any work, improvement, program, project or service undertaken by the Authority.

"Rural County Representatives of California" or "RCRC" means the nonprofit entity incorporated under that name in the State of California.

"Supervisor" means an elected County Supervisor from an RCRC member county.

2. Purpose

The purpose of the Authority is to provide financing for the acquisition, construction, , improvement and rehabilitation of real property in accordance with applicable provisions of law for the benefit of residents and communities. In pursuit of this purpose, this Agreement provides for the joint exercise of powers common to any of its Members and Associate Members as provided herein, or otherwise authorized by the Act and other applicable laws, including assisting

in financing as authorized herein, jointly exercised in the manner set forth herein.

3. Principal Place of Business

The principal office of the Authority shall be 1215 K Street, Suite 1650, Sacramento, California 95814.

4. Creation of Authority; Addition of Members or Associate Members

a. The Authority is hereby created pursuant to the Act. As provided in the Act, the Authority shall be a public entity separate and distinct from the Members or Associate Members.

b. The Authority will cause a notice of this Agreement or any amendment hereto to be prepared and filed with the office of the Secretary of State of California in a timely fashion in the manner set forth in Section 6503.3 of the Act.

c. A county that is a member of RCRC may petition to become a member of the Authority by submitting to the Board a resolution or evidence of other formal action taken by its governing body adopting this Agreement. The Board shall review the petition for membership and shall vote to approve or disapprove the petition. If the petition is approved by a majority of the Board, such county shall immediately become a Member of the Authority.

d. An Associate Member may be added to the Authority upon the affirmative approval of its respective governing board and pursuant to action by the Authority Board upon such terms and conditions, and with such rights, privileges and responsibilities, as may be established from time to time by the Board. Such terms and conditions, and rights, privileges and responsibilities may vary among the Associate Members. Associate Members shall be entitled to participate in one or more programs of the Authority as determined by the Board, but shall not be voting members of the Board. The Executive Director of the Authority shall enforce the terms and conditions for prospective Associate Members to the Authority as provided by resolution of the Board and as amended from time to time by the Board. Changes in the terms and conditions for Associate Membership by the Board will not constitute an amendment of this Agreement.

5. Term and Termination of Powers

This Agreement shall become effective from the date hereof until the earlier of the time when all Bonds and any interest thereon shall have been paid in full, or provision for such payment shall have been made, or when the Authority shall no longer own or hold any interest in a public capital improvement or program. The Authority shall continue to exercise the powers herein conferred upon it until termination of this Agreement, except that if any Bonds are issued and delivered, in no event shall the exercise of the powers herein granted be terminated until all Bonds so issued and delivered and the interest thereon shall have been paid or provision for such payment shall have been made and any other debt incurred with respect to any other financing program established or administered by the Authority has been repaid in full and is no longer outstanding.

6. Powers; Restriction upon Exercise

a. To effectuate its purpose, the Authority shall have the power to exercise any and all powers of the Members or of a joint powers authority under the Act and other applicable provisions of law, subject, however, to the conditions and restrictions herein contained. Each Member or Associate Member may also separately exercise any and all such powers. The powers of the Authority are limited to those of a general law county.

b. The Authority may adopt, from time to time, such resolutions, guidelines, rules and regulations for the conduct of its meetings and the activities of the Authority as it deems necessary or desirable to accomplish its purpose.

c. The Authority shall have the power to finance the construction, acquisition, improvement and rehabilitation of real property, including the power to purchase, with the amounts received or to be received by it pursuant to a bond purchase agreement, bonds issued by any of its Members or Associate Members and other local agencies at public or negotiated sale, for the purpose set forth herein and in accordance with the Act. All or any part of such bonds so purchased may be held by the Authority or resold to public or private purchasers at public or negotiated sale. The Authority shall set any other terms and conditions of any purchase or sale contemplated herein as it deems necessary or convenient and in furtherance of the Act. The Authority may issue or cause to be issued Bonds or other indebtedness, and pledge any of its property or revenues as security to the extent permitted by resolution of the Board under any applicable provision of law. The Authority may issue Bonds in accordance with the Act in order to raise funds necessary to effectuate its purpose hereunder and may enter into agreements to secure such Bonds. The Authority may issue other forms of indebtedness authorized by the Act, and to secure such debt, to further such purpose. The Authority may utilize other forms of capital, including, but not limited to, the Authority's internal resources, capital markets and other forms of private capital investment authorized by the Act.

d. The Authority is hereby authorized to do all acts necessary for the exercise of its powers, including, but not limited to:

- (1) executing contracts,
- (2) employing agents, consultants and employees,
- (3) acquiring, constructing or providing for maintenance and operation of any building, work or improvement,
- (4) acquiring, holding or disposing of real or personal property wherever located, including property subject to mortgage,
- (5) incurring debts, liabilities or obligations,
- (6) receiving gifts, contributions and donations of property, funds, services and any other forms of assistance from persons, firms, corporations or governmental entities,
- (7) suing and being sued in its own name, and litigating or settling any suits or claims,
- (8) doing any and all things necessary or convenient to the exercise of its specific powers and to accomplishing its purpose
- (9) establishing and/or administering districts to finance and refinance the acquisition, installation and improvement of energy efficiency, water

conservation and renewable energy improvements to or on real property and in buildings. The Authority may enter into one or more agreements, including without limitation, participation agreements and implementation agreements to implement such programs.

e. Subject to the applicable provisions of any indenture or resolution providing for the investment of monies held thereunder, the Authority shall have the power to invest any of its funds as the Board deems advisable, in the same manner and upon the same conditions as local agencies pursuant to Section 53601 of the Government Code of the State of California.

f. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as may be provided otherwise herein or by resolution of the Board.

g. Pursuant to the provisions of Section 6508.1 of the Act, the debts, liabilities and obligations of the Authority shall not be debts, liabilities and obligations of the Members or Associate Members. Any Bonds, together with any interest and premium thereon, shall not constitute debts, liabilities or obligations of any Member. The Members or Associate Members hereby agree that any such Bonds issued by the Authority shall not constitute general obligations of the Authority but shall be payable solely from the moneys pledged to the repayment of principal or interest on such Bonds under the terms of the resolution, indenture, trust, agreement or other instrument pursuant to which such Bonds are issued. Neither the Members or Associate Members nor the Authority shall be obligated to pay the principal of or premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Members or Associate Members or the Authority shall be pledged to the payment of the principal of or premium, if any, or interest on the Bonds, nor shall the Members or Associate Members of the Authority be obligated in any manner to make any appropriation for such payment. No covenant or agreement contained in any Bond shall be deemed to be a covenant or agreement of any Delegate, or any officer, agent or employee of the Authority in an individual capacity, and neither the Board nor any officer thereof executing the Bonds or any document related thereto shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

7. Governing Board

a. The Board shall consist of the number of Delegates equal to one representative from each Member.

b. The governing body of each Member shall appoint one of its Supervisors to serve as a Delegate on the Board. A Member's appointment of its Delegate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until he or she is replaced by such governing body or no longer a Supervisor; any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph b..

c. The governing body of each Member of the Board shall appoint a Supervisor as an alternate to serve on the Board in the absence of the Delegate; the alternate may exercise all the

rights and privileges of the Delegate, including the right to be counted in constituting a quorum, to participate in the proceedings of the Board, and to vote upon any and all matters. No alternate may have more than one vote at any meeting of the Board, and any Member's designation of an alternate shall be delivered in writing (which may be by electronic mail) to the Authority and shall be effective until such alternate is replaced by his or her governing body or is no longer a Supervisor, unless otherwise specified in such appointment. Any vacancy shall be filled by the governing body of the Member in the same manner provided in this paragraph c..

d. Any person who is not a member of the governing body of a Member and who attends a meeting on behalf of such Member may not vote or be counted toward a quorum but may, at the discretion of the Chair, participate in open meetings he or she attends.

e. Each Associate Member may designate a non-voting representative to the Board who may not be counted toward a quorum but who may attend open meetings, propose agenda items and otherwise participate in Board Meetings.

f. Delegates shall not receive compensation for serving as Delegates, but may claim and receive reimbursement for expenses actually incurred in connection with such service pursuant to rules approved by the Board and subject to the availability of funds.

g. The Board shall have the power, by resolution, to the extent permitted by the Act or any other applicable law, to exercise any powers of the Authority and to delegate any of its functions to the Executive Committee or one or more Delegates, officers or agents of the Authority, and to cause any authorized Delegate, officer or agent to take any actions and execute any documents for and in the name and on behalf of the Board or the Authority.

h. The Board may establish such committees as it deems necessary for any lawful purpose; such committees are advisory only and may not act or purport to act on behalf of the Board or the Authority.

i. The Board shall develop, or cause to be developed, and review, modify as necessary, and adopt each Program.

8. Meetings of the Board

a. The Board shall meet at least once annually, but may meet more frequently upon call of any officer or as provided by resolution of the Board.

b. Meetings of the Board shall be called, noticed, held and conducted pursuant to the provisions of the Ralph M. Brown Act, Chapter 9 (commencing with Section 54950) of Part I of Division 2 of Title 5 of the Government Code of the State of California.

c. The Secretary of the Authority shall cause minutes of all meetings of the Board to be taken and distributed to each Member as soon as possible after each meeting.

d. The lesser of twelve (12) Delegates or a majority of the number of current Delegates shall constitute a quorum for transacting business at any meeting of the Board, except

that less than a quorum may act to adjourn a meeting. Each Delegate shall have one vote.

e. Meetings may be held at any location designated in notice properly given for a meeting and may be conducted by telephonic or similar means in any manner otherwise allowed by law.

9. Officers; Duties; Official Bonds

a. The Board shall elect a chair and vice chair from among the Delegates at the Board's annual meeting who shall serve a term of one (1) year or until their respective successor is elected. The chair shall conduct the meetings of the Board and perform such other duties as may be specified by resolution of the Board. The vice chair shall perform such duties in the absence or in the event of the unavailability of the chair.

b. The Board shall contract annually with RCRC to administer the Agreement and to provide administrative services to the Authority, and the President and Chief Executive Officer of RCRC shall serve *ex officio* as Executive Director, Secretary, Treasurer, and Auditor of the Authority. As chief executive of the Authority, the Executive Director is authorized to execute contracts and other obligations of the Authority, unless prior Board approval is required by a third party, by law or by Board specification, and to perform other duties specified by the Board. The Executive Director may appoint such other officers as may be required for the orderly conduct of the Authority's business and affairs who shall serve at the pleasure of the Executive Director. Subject to the applicable provisions of any indenture or resolution providing for a trustee or other fiscal agent, the Executive Director, as Treasurer, is designated as the custodian of the Authority's funds, from whatever source, and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. The Executive Director, as Auditor, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act.

c. The Legislative Advocate for the Authority shall be the Rural County Representatives of California.

d. The Treasurer and Auditor are public officers who have charge of, handle, or have access to all property of the Authority, and a bond for such officer in the amount of at least one hundred thousand dollars (\$100,000.00) shall be obtained at the expense of the Authority and filed with the Executive Director. Such bond may secure the faithful performance of such officer's duties with respect to another public office if such bond in at least the same amount specifically mentions the office of the Authority as required herein. The Treasurer and Auditor shall cause periodic independent audits to be made of the Authority's books by a certified public accountant, or public accountant, in compliance with Section 6505 of the Act.

e. The business of the Authority shall be conducted under the supervision of the Executive Director by RCRC personnel.

10. Executive Committee of the Authority

a. Composition

The Authority shall appoint nine (9) members of its Board to serve on an Executive Committee.

b. Powers and Limitations

The Executive Committee shall act in an advisory capacity and make recommendations to the Authority Board. Duties will include, but not be limited to, review of the quarterly and annual budgets, service as the Audit Committee for the Authority, periodically review this Agreement; and complete any other tasks as may be assigned by the Board. The Executive Committee shall be subject to all limitations imposed by this Agreement, other applicable law, and resolutions of the Board.

c. Quorum

A majority of the Executive Committee shall constitute a quorum for transacting business of the Executive Committee.

11. Disposition of Assets

Upon termination of this Agreement, all remaining assets and liabilities of the Authority shall be distributed to the respective Members in such manner as shall be determined by the Board and in accordance with the law.

12. Agreement Not Exclusive; Operation in Jurisdiction of Member

This Agreement shall not be exclusive, and each Member expressly reserves its rights to carry out other public capital improvements and programs as provided for by law and to issue other obligations for those purposes. This Agreement shall not be deemed to amend or alter the terms of other agreements among the Members or Associate Members.

13. Conflict of Interest Code

The Authority shall by resolution adopt a Conflict of Interest Code as required by law.

14. Contributions and Advances

Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by any Member, Associate Member or any other public agency to further the purpose of this Agreement. Payment of public funds may be made to defray the cost of any contribution. Any advance may be made subject to repayment, and in that case shall be repaid in the manner agreed upon by the advancing Member, Associate Member or other public agency and the Authority at the time of making the advance.

15. Fiscal Year; Accounts; Reports; Annual Budget; Administrative Expenses

a. The fiscal year of the Authority shall be the period from January 1 of each year to and including the following December 31, except for any partial fiscal year resulting from a change

in accounting based on a different fiscal year previously.

b. Prior to the beginning of each fiscal year, the Board shall adopt a budget for the succeeding fiscal year.

c. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles. The books and records of the Authority are public records and shall be open to inspection at all reasonable times by each Member and its representatives.

d. The Auditor shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California, and shall conform to generally accepted auditing standards. When an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each Member (and also with the auditor of Sacramento County as the county in which the Authority's office is located) within 12 months after the end of the fiscal year.

e. In any year in which the annual budget of the Authority does not exceed five thousand dollars (\$5,000.00), the Board may, upon unanimous approval of the Board, replace the annual audit with an ensuing one-year period, but in no event for a period longer than two fiscal years.

16. Duties of Members or Associate Members; Breach

If any Member or Associate Member shall default in performing any covenant contained herein, such default shall not excuse that Member or Associate Member from fulfilling its other obligations hereunder, and such defaulting Member or Associate Member shall remain liable for the performance of all covenants hereof. Each Member or Associate Member hereby declares that this Agreement is entered into for the benefit of the Authority created hereby, and each Member or Associate Member hereby grants to the Authority the right to enforce, by whatever lawful means the Authority deems appropriate, all of the obligations of each of the parties hereunder. Each and all of the remedies given to the Authority hereunder or by any law now or hereafter enacted are cumulative, and the exercise of one right or remedy shall not impair the right of the Authority to any or all other remedies.

17. Indemnification

To the full extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a Board Delegate, alternate, officer, consultant, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a Delegate, alternate, officer, consultant, employee or other agent of the Authority. Such indemnification may be made against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal

proceeding, had no reasonable cause to believe his or her conduct was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

18. Immunities

All of the privileges and immunities from liabilities, exemptions from law, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits which apply to the activity of officers, agents or employees of any of the Members or Associate Members when performing their respective functions, shall apply to them to the same degree and extent while engaged as Delegates or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties under the provisions of this Agreement.

19. Amendment

This Agreement may be amended by the adoption of the amendment by the governing bodies of a majority of the Members. The amendment shall become effective on the first day of the month following the last required member agency approval. An amendment may be initiated by the Board, upon approval by a majority of the Board. Any proposed amendment, including the text of the proposed change, shall be given by the Board to each Member's Delegate for presentation and action by each Member's board within 60 days, which time may be extended by the Board.

The list of Members, Attachment 1, may be updated to reflect new and/or withdrawn Members without requiring formal amendment of the Agreement by the Authority Board of Directors.

20. Withdrawal of Member or Associate Member

If a Member withdraws as member of RCRC, its membership in the Authority shall automatically terminate. A Member or Associate Member may withdraw from this Agreement upon written notice to the Board; provided however, that no such withdrawal shall result in the dissolution of the Authority as long as any Bonds or other obligations of the Authority remain outstanding. Any such withdrawal shall become effective thirty (30) days after a resolution adopted by the Member's governing body which authorizes withdrawal is received by the Authority. Notwithstanding the foregoing, any termination of membership or withdrawal from the Authority shall not operate to relieve any terminated or withdrawing Member or Associate Member from Obligations incurred by such terminated or withdrawing Member or Associate Member prior to the time of its termination or withdrawal.

20. Miscellaneous

a. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

b. **Construction.** The section headings herein are for convenience only and are not to

be construed as modifying or governing the language in the section referred to.

c. **Approvals.** Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

d. **Jurisdiction; Venue.** This Agreement is made in the State of California, under the Constitution and laws of such State and is to be so construed; any action to enforce or interpret its terms shall be brought in Sacramento County, California.

e. **Integration.** This Agreement is the complete and exclusive statement of the agreement among the parties hereto, and it supersedes and merges all prior proposals, understandings, and other agreements, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

f. **Successors; Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no Member may assign any right or obligation hereunder without the consent of the Board.

g. **Severability.** Should any part, term or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

The parties hereto have caused this Agreement to be executed and attested by their properly authorized officers.

AS ADOPTED BY THE MEMBERS:

Originally dated July 1, 1993
Amended and restated December 10, 1998
Amended and restated February 18, 1999
Amended and restated September 18, 2002
Amended and restated January 28, 2004
Amended and restated December 10, 2014

[SIGNATURES ON FOLLOWING PAGES]

SIGNATURE PAGE FOR NEW ASSOCIATE MEMBERS

NAME OF COUNTY OR CITY:

Dated: _____

By: _____

Name: _____

Title: _____

Attest:

By _____
[Clerk of the Board Supervisors or City Clerk]

AFTER EXECUTION. PLEASE SEND TO:

YGRENE ENERGY FUND
ATTN: LEGAL DEPARTMENT
815 5TH STREET
SANTA ROSA CA 95404

ATTACHMENT 1
CALIFORNIA HOME FINANCE AUTHORITY MEMBERS

As of December 10, 2014

Alpine County
Amador County
Butte County
Calaveras County
Colusa County
Del Norte County
El Dorado County
Glenn County
Humboldt County
Imperial County
Inyo County
Lake County
Lassen County
Madera County
Mariposa County
Mendocino County
Merced County
Modoc County
Mono County
Napa County
Nevada County
Placer County
Plumas County
San Benito County
Shasta County
Sierra County
Siskiyou County
Sutter County
Tehama County
Trinity County
Tuolumne County
Yolo County
Yuba County