



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
DECEMBER 6, 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 15, 2016 Regular Meeting**
Recommendation: Review and approve
2. **Warrants**
Recommendation: Review and approve
3. **Resolution Authorizing the City Manager to Enter into Joint Exercise of Powers Agreement with Public Agency Coalition Enterprise for Employee Health Insurance Program**
Recommendation: Approve Resolution as submitted

ADMINISTRATIVE AGENDA

4. **Consider Resolution Appointing and Approving Employment Agreement for Interim City Manager**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution appointing Steve Wright as Interim City Manager and approving Employment Contract*

5. **Consider Request for Use of City Streets and Services for Gustine Police Department and Gustine Recreation Christmas in the Park Event**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve fee waiver request for use of City streets and services*

6. **Consider Request for Use of City Streets and Services for Gustine Pentecost Society Feast of St. Antao Parade**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve fee waiver request for use of City streets and services*

7. **Consider Resolution to Accept Donation of Benches from Gustine Chamber of Commerce**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution accepting donation of benches*

8. **Consider Resolution Supporting Schmidt Park Path Extension CMAQ Application**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution supporting the Schmidt Park Path Extension CMAQ Application and Supporting AB 1012*

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
10. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Name of case: *Ledger v. Steve Dovali Construction, Inc. et al.* (Merced Superior Court No. CVM019093)

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 1st day of December, 2016, at or before 5:00 p.m.


Melanie Correa

**MINUTES OF
REGULAR MEETING
NOVEMBER 15, 2016**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Staff Present: City Manager Sean Scully, 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

PUBLIC COMMENT

Kathy Mendoca, 606 Linden Ave Gustine, inquired whether an awning was planned for the new Bank of America ATM. Mayor Brazil and Judi Gandy of the Gustine Chamber of Commerce provided information.

Derek Alexander, Airport Commissioner, 72 Via Jodi Gustine and of the Gustine Chamber of Commerce, announced the Chamber Downtown Christmas which was scheduled for November 26th. There would be a downtown window decorating contest surrounding the Downtown Christmas event. Lastly, he thanked the City for their support of the Gustine Airport Fly-In.

Mayor Brazil took a moment to acknowledge the success of the Gustine Airport Fly-In. Airport Commissioner Marchese, Airport Commissioner Alexander and Council member Anderson remarked on the overall success.

CONSENT CALENDAR

- 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

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

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*

City Manager Scully presented the staff report. There was no public comment. Council member Nagy made a motion to appoint Mrs. Maureen O'Rourke to the Merced County Mosquito Abatement District for a four-year term. The motion was seconded by Mayor Pro Tem Oliveira, and carried 5-0.

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 Manager Scully presented a staff report. A representative from Ygrene provided more information on the program and benefits. There was no public comment. Council member Hasness made a motion to approve the resolution consenting to inclusion in CHF Community Facilities and approving associate membership in California Home Finance Authority. The motion was seconded by Council member Anderson, and carried 5-0. Mayor Pro Tem Oliveira made a motion to approve the resolution consenting to inclusion in the CHF PACE Program and approving associate membership in California Home Finance Authority. The motion was seconded by Council member Nagy, and carried 5-0.

CITY DEPARTMENT REPORTS

Gustine High School Student Representative Adriana Toste distributed her report and updated on various academic and extra-curricular school events.

Police Chief Dunford advised that he had nothing to report.

Fire Chief Pat Borrelli advised on his department's recent hazardous materials re-certification.

Recreation Coordinator Vitorino updated on the recent basketball clinic. She advised that Fitness Boot Camp was going strong, and that yoga would be resuming in January. She further advised that Zumba was going strong, and lastly updated that Christmas in the Park is scheduled for December 14th.

Community Services Director Reyes updated that tree pruning would be started soon. She advised that her department was installing Christmas decorations, and would be preparing for city-wide leaf pickup. She finished her report by thanking everyone who assisted with the collaboration with the Gustine Airport Commission for the success of the Gustine Fly-In. She mentioned accolades for Paul Blades, the Gustine Lions Club, the event sponsors, the community, and the Lemoore Air Cadets.

CITY MANAGER REPORT

City Manager Scully advised of his resignation.

CITY COUNCIL REPORTS

Council member Anderson remarked on the success of the Gustine Fly-In.

Council member Hasness expressed her regret to have missed the Fly-In. She remarked on the hopeful passing of Measure V. She expressed her sadness on the resignation of City Manager Scully.

Council member Nagy commended the veteran's parade. He thanked Mrs. O' Rourke for her continued service.

Mayor Pro Tem Oliveira echoed the sentiments for the Gustine Fly-In and Veteran's Day events. He updated on the West Side Health Care Task Force art contest, and that winners would be announced in December. He advised on his recent tour of the High School locker rooms, which are currently being remodeled. He advised that he would be attending a meeting at MCAG on Thursday. He reminded everyone of the upcoming Downtown Christmas event and wished everyone a nice thanksgiving.

Mayor Brazil remarked on the well attended Veteran's Day ceremony. He advised on his attendance at the recent School Bond Oversight Committee meeting with Mayor Pro Tem Oliveira, and shared that the School District was on track to fast track several large projects resulting from the bond.

CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Director of Community Services**
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9. **PUBLIC EMPLOYMENT.** Position: City Manager

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

ADJOURNMENT

Mayor Pro Tem Oliveira made a motion to adjourn the meeting. The motion was seconded by Council member Hasness. The meeting adjourned at 8:45 P.M.

ATTEST:

CITY CLERK

MAYOR BRAZIL



Warrant List

By Vendor Name

Post Dates 11/16/2016 - 12/06/2016

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: AFLAC ADMINISTRATIVE SERVICES				
AFLAC ADMINISTRATIVE SE	133178	42024	PAYROLL DEDUCTIONS	1,402.93
Vendor AFLAC ADMINISTRATIVE SERVICES Total:				1,402.93
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	6.08
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	12.77
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	24.92
ARAMARK UNIFORM SERV	634915536	42025	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	0.82
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	0.81
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	1.64
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	3.44
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634929859	42025	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	3.04
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	6.08
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	12.77
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	24.92
ARAMARK UNIFORM SERV	634944057	42025	PW UNIFORMS	5.47
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	0.82
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	0.81
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	1.64
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	1.48
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	3.44
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	6.72
ARAMARK UNIFORM SERV	634958489	42025	PW UNIFORMS	1.48
Vendor ARAMARK UNIFORM SERVICES INC Total:				154.36
Vendor: AT&T CALNET 3				
AT&T CALNET 3	000008885891	42026	INTERNET SERVICES 93910	2.60
AT&T CALNET 3	000008885891	42026	INTERNET SERVICES 93910	25.94
AT&T CALNET 3	000008885891	42026	INTERNET SERVICES 93910	10.38
AT&T CALNET 3	000008885891	42026	INTERNET SERVICES 93910	10.38
AT&T CALNET 3	000008885891	42026	INTERNET SERVICES 93910	2.59
AT&T CALNET 3	000008886781	42026	INTERNET SERVICES 93910	5.50
AT&T CALNET 3	000008886781	42026	INTERNET SERVICES 93910	54.94
AT&T CALNET 3	000008886781	42026	INTERNET SERVICES 93910	21.97
AT&T CALNET 3	000008886781	42026	INTERNET SERVICES 93910	21.97
AT&T CALNET 3	000008886781	42026	INTERNET SERVICES 93910	5.49
AT&T CALNET 3	000008886783	42026	INTERNET SERVICES 93910	6.95
AT&T CALNET 3	000008886783	42026	INTERNET SERVICES 93910	69.54
AT&T CALNET 3	000008886783	42026	INTERNET SERVICES 93910	27.82
AT&T CALNET 3	000008886783	42026	INTERNET SERVICES 93910	27.82

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
AT&T CALNET 3	000008886783	42026	INTERNET SERVICES 93910	6.95
AT&T CALNET 3	000008886784	42026	INTERNET SERVICES 93910	4.66
AT&T CALNET 3	000008886784	42026	INTERNET SERVICES 93910	46.64
AT&T CALNET 3	000008886784	42026	INTERNET SERVICES 93910	18.66
AT&T CALNET 3	000008886784	42026	INTERNET SERVICES 93910	18.66
AT&T CALNET 3	000008886784	42026	INTERNET SERVICES 93910	4.66
AT&T CALNET 3	000008886785	42026	INTERNET SERVICES 93910	2.83
AT&T CALNET 3	000008886785	42026	INTERNET SERVICES 93910	28.38
AT&T CALNET 3	000008886785	42026	INTERNET SERVICES 93910	11.35
AT&T CALNET 3	000008886785	42026	INTERNET SERVICES 93910	11.35
AT&T CALNET 3	000008886785	42026	INTERNET SERVICES 93910	2.84
AT&T CALNET 3	000008886786	42026	INTERNET SERVICES 93910	0.98
AT&T CALNET 3	000008886786	42026	INTERNET SERVICES 93910	9.86
AT&T CALNET 3	000008886786	42026	INTFRNET SERVICES 93910	3.94
AT&T CALNET 3	000008886786	42026	INTERNET SERVICES 93910	3.94
AT&T CALNET 3	000008886786	42026	INTERNET SERVICES 93910	0.99
AT&T CALNET 3	000008886787	42026	INTERNET SERVICES 93910	0.90
AT&T CALNET 3	000008886787	42026	INTERNET SERVICES 93910	8.92
AT&T CALNET 3	000008886787	42026	INTERNET SERVICES 93910	3.57
AT&T CALNET 3	000008886787	42026	INTERNET SERVICES 93910	3.57
AT&T CALNET 3	000008886787	42026	INTERNET SERVICES 93910	0.89
AT&T CALNET 3	000008886788	42026	INTERNET SERVICES 93910	0.98
AT&T CALNET 3	000008886788	42026	INTERNET SERVICES 93910	9.86
AT&T CALNET 3	000008886788	42026	INTERNET SERVICES 93910	3.94
AT&T CALNET 3	000008886788	42026	INTERNET SERVICES 93910	3.94
AT&T CALNET 3	000008886788	42026	INTERNET SERVICES 93910	0.99
AT&T CALNET 3	000008972954	42026	INTERNET SERVICES 93910	135.58
AT&T CALNET 3	000008972954	42026	INTERNET SERVICES 93910	1,355.92
AT&T CALNET 3	000008972954	42026	INTERNET SERVICES 93910	542.37
AT&T CALNET 3	000008972954	42026	INTERNET SERVICES 93910	542.37
AT&T CALNET 3	000008972954	42026	INTERNET SERVICES 93910	135.59
Vendor AT&T CALNET 3 Total:				3,219.97
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REP	23928	42027	EQUIP MAINT	769.79
Vendor BAKER SUPPLIES AND REPAIRS Total:				769.79
Vendor: BEST BEST & KRIEGER				
BEST BEST & KRIEGER	783944	42028	PD ATTORNEY SERVICES	787.80
BEST BEST & KRIEGER	783946	42028	ATTORNEY SERVICES- PLA	96.00
BEST BEST & KRIEGER	983945	42028	ATTORNEY SERVICES - RET	3,184.00
Vendor BEST BEST & KRIEGER Total:				4,067.80
Vendor: BYRON FAULDER				
BYRON FAULDER	DECEMBER 2016	42029	LEASE AGREEMENT	83.33
BYRON FAULDER	DECEMBER 2016	42029	LEASE AGREEMENT	83.34
BYRON FAULDER	DECEMBER 2016	42029	LEASE AGREEMENT	83.33
Vendor BYRON FAULDER Total:				250.00
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBU	PR- 11/12/16	42030	PAYROLL DEDUCTIONS	9.03
CALIFORNIA STATE DISBU	PR- 11/26/16	42030	PAYROLL DEDUCTIONS	9.02
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				18.05
Vendor: CANON FINANCIAL SERVICES (FORMALLY OCE)				
CANON FINANCIAL SERVIC	16724733	42031	COPIER LEASE	41.41
CANON FINANCIAL SERVIC	16724733	42031	COPIER LEASE	77.65
CANON FINANCIAL SERVIC	16724733	42031	COPIER LEASE	10.35

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
CANON FINANCIAL SERVIC	16724733	42031	COPIER LEASE	129.42
CANON FINANCIAL SERVIC	16724733	42031	COPIER LEASE	129.42
CANON FINANCIAL SERVIC	16724733	42031	COPIER LEASE	129.43
Vendor CANON FINANCIAL SERVICES (FORMALLY OCE) Total:				517.68
Vendor: CANON SOLUTIONS AMERICA				
CANON SOLUTIONS AMER	4020719329	42032	COPIER LEASE	38.27
CANON SOLUTIONS AMER	4020719329	42032	COPIER LEASE	71.73
CANON SOLUTIONS AMER	4020719329	42032	COPIER LEASE	9.57
CANON SOLUTIONS AMER	4020719329	42032	COPIER LEASE	119.57
CANON SOLUTIONS AMER	4020719329	42032	COPIER LEASE	119.57
CANON SOLUTIONS AMER	4020719329	42032	COPIER LEASE	119.57
Vendor CANON SOLUTIONS AMERICA Total:				478.28
Vendor: CENTRAL SANITARY SUPPLY				
CENTRAL SANITARY SUPPL	751160	42033	FLOOR MACHINE / WHEEL	19.82
Vendor CENTRAL SANITARY SUPPLY Total:				19.82
Vendor: DAVID JAMES FRANCIS				
DAVID JAMES FRANCIS	1061	42034	LIGHT REPAIR HM PARK	180.00
Vendor DAVID JAMES FRANCIS Total:				180.00
Vendor: DEPOT GARAGE INC				
DEPOT GARAGE INC	0007565	42035	PW VEHICLE	251.64
DEPOT GARAGE INC	0007640	42035	PD VEHICLE MAINTENANC	51.30
Vendor DEPOT GARAGE INC Total:				302.94
Vendor: DICK FORD'S TRACTOR REPAIR				
DICK FORD'S TRACTOR RE	144027	42036	PARTS	32.45
Vendor DICK FORD'S TRACTOR REPAIR Total:				32.45
Vendor: DICK SNYDER				
DICK SNYDER	865677	42037	ABATEMENT 636 CARNATI	300.00
Vendor DICK SNYDER Total:				300.00
Vendor: FASTENAL COMPANY				
FASTENAL COMPANY	CALOB41624	42038	SAFETY SUPPLIES	53.95
FASTENAL COMPANY	CALOB41624	42038	SAFETY SUPPLIES	53.94
FASTENAL COMPANY	CALOB41636	42038	SAFETY SUPPLIES	80.92
FASTENAL COMPANY	CALOB41637	42038	SAFETY SUPPLIES	105.20
Vendor FASTENAL COMPANY Total:				294.01
Vendor: G&K SERVICES				
G&K SERVICES	1057333566	42039	PW UNIFORMS	2.58
G&K SERVICES	1057333566	42039	PW UNIFORMS	2.58
G&K SERVICES	1057333566	42039	PW UNIFORMS	5.15
G&K SERVICES	1057333566	42039	PW UNIFORMS	4.64
G&K SERVICES	1057333566	42039	PW UNIFORMS	10.82
G&K SERVICES	1057333566	42039	PW UNIFORMS	21.13
G&K SERVICES	1057333566	42039	PW UNIFORMS	4.64
G&K SERVICES	1057336379	42039	PW UNIFORMS	2.58
G&K SERVICES	1057336379	42039	PW UNIFORMS	2.58
G&K SERVICES	1057336379	42039	PW UNIFORMS	5.15
G&K SERVICES	1057336379	42039	PW UNIFORMS	4.64
G&K SERVICES	1057336379	42039	PW UNIFORMS	10.82
G&K SERVICES	1057336379	42039	PW UNIFORMS	21.13
G&K SERVICES	1057336379	42039	PW UNIFORMS	4.64
G&K SERVICES	1057339260	42039	PW UNIFORMS	2.58
G&K SERVICES	1057339260	42039	PW UNIFORMS	2.58
G&K SERVICES	1057339260	42039	PW UNIFORMS	5.15
G&K SERVICES	1057339260	42039	PW UNIFORMS	4.64

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
G&K SERVICES	1057339260	42039	PW UNIFORMS	10.82
G&K SERVICES	1057339260	42039	PW UNIFORMS	21.13
G&K SERVICES	1057339260	42039	PW UNIFORMS	4.64
Vendor G&K SERVICES Total:				154.62
Vendor: GEORGE OSNER, AICP URBAN PLANNING				
GEORGE OSNER, AICP URB	SEPT - OCT 2016	42040	KATAKIS DEVELOPMENT	255.00
Vendor GEORGE OSNER, AICP URBAN PLANNING Total:				255.00
Vendor: GILTON SOLID WASTE MANAGEMENT INC				
GILTON SOLID WASTE MA	DECEMBER 2016	42041	REFUSE SERVICE	32,944.14
Vendor GILTON SOLID WASTE MANAGEMENT INC Total:				32,944.14
Vendor: GUERRERO'S TIRE & AUTO REPAIR				
GUERRERO'S TIRE & AUTO	10192016	42042	TIRE REPAIR	20.00
GUERRERO'S TIRE & AUTO	10252016	42042	LIGHT REPAIR	25.00
GUERRERO'S TIRE & AUTO	11152016	42042	LAWN MOWER / TIRE	133.00
Vendor GUERRERO'S TIRE & AUTO REPAIR Total:				178.00
Vendor: GUSTINE HIGH SCHOOL				
GUSTINE HIGH SCHOOL	BASKETBALL CLINIC 11/5	42043	BASKETBALL CLINIC NOVE	435.26
Vendor GUSTINE HIGH SCHOOL Total:				435.26
Vendor: HILMAR LUMBER INC				
HILMAR LUMBER INC	63188	42044	POLE/ AIRPORT	325.49
Vendor HILMAR LUMBER INC Total:				325.49
Vendor: IEH AQUATIC RESEARCH				
IEH AQUATIC RESEARCH	135165	42045	WW ANALYSIS	104.00
Vendor IEH AQUATIC RESEARCH Total:				104.00
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	388979	42046	WW ANALYSIS	120.00
IEH-JL ANALYTICAL	389771	42046	WW ANALYSIS	174.00
Vendor IEH-JL ANALYTICAL Total:				294.00
Vendor: INFOSEND BILLING				
INFOSEND BILLING	109079	42047	UTILITY BILLING	35.00
INFOSEND BILLING	109079	42047	UTILITY BILLING	208.24
INFOSEND BILLING	109079	42047	UTILITY BILLING	26.62
INFOSEND BILLING	109079	42047	UTILITY BILLING	14.00
INFOSEND BILLING	109079	42047	UTILITY BILLING	10.65
INFOSEND BILLING	109079	42047	UTILITY BILLING	231.03
INFOSEND BILLING	109079	42047	UTILITY BILLING	175.67
INFOSEND BILLING	109079	42047	UTILITY BILLING	231.03
INFOSEND BILLING	109079	42047	UTILITY BILLING	175.67
INFOSEND BILLING	109079	42047	UTILITY BILLING	189.02
INFOSEND BILLING	109079	42047	UTILITY BILLING	143.73
INFOSEND BILLING	109486	42047	UTILITY BILLING & WATERI	243.06
INFOSEND BILLING	112989	42047	UTILITY BILLING	35.05
INFOSEND BILLING	112989	42047	UTILITY BILLING	26.62
INFOSEND BILLING	112989	42047	UTILITY BILLING	14.02
INFOSEND BILLING	112989	42047	UTILITY BILLING	10.65
INFOSEND BILLING	112989	42047	UTILITY BILLING	231.31
INFOSEND BILLING	112989	42047	UTILITY BILLING	175.67
INFOSEND BILLING	112989	42047	UTILITY BILLING	231.31
INFOSEND BILLING	112989	42047	UTILITY BILLING	175.67
INFOSEND BILLING	112989	42047	UTILITY BILLING	189.26
INFOSEND BILLING	112989	42047	UTILITY BILLING	143.73
Vendor INFOSEND BILLING Total:				2,917.01

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: IRRIGATION DESIGN & CONSTRUCTION				
IRRIGATION DESIGN & CO	0172899-IN	42048	IRRIGATION PARTS	48.02
Vendor IRRIGATION DESIGN & CONSTRUCTION Total:				48.02
Vendor: JOSE CORONA JR				
JOSE CORONA JR	000183	42049	TRUCK REPAIR / TOOL BO	1,242.29
JOSE CORONA JR	00181	42049	TRUCK REPAIR	2,295.73
JOSE CORONA JR	00182	42049	TRUCK REPAIR / TOOL BO	1,242.29
Vendor JOSE CORONA JR Total:				4,780.31
Vendor: LAW & ASSOCIATES INVESTIGATIONS				
LAW & ASSOCIATES INVES	1367	42050	PD BACKGROUND CK	350.00
Vendor LAW & ASSOCIATES INVESTIGATIONS Total:				350.00
Vendor: MARYANN VIERRA				
MARYANN VIERRA	DECEMBER 2016	42051	LOAN PAYMENT	562.93
MARYANN VIERRA	DECEMBER 2016	42051	LOAN PAYMENT	716.19
MARYANN VIERRA	DECEMBER 2016	42051	LOAN PAYMENT	562.93
MARYANN VIERRA	DECEMBER 2016	42051	LOAN PAYMENT	716.20
Vendor MARYANN VIERRA Total:				2,558.25
Vendor: MERCED UNIFORM				
MERCED UNIFORM	51570	42052	PD SUPPLIES	22.52
Vendor MERCED UNIFORM Total:				22.52
Vendor: MODERN WILDLIFE SOLUTIONS				
MODERN WILDLIFE SOLUT	4743	42053	GOPHER ABATEMENT	300.00
Vendor MODERN WILDLIFE SOLUTIONS Total:				300.00
Vendor: MUNICIPAL CMS				
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	48.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	48.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	240.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	72.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	72.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	48.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	72.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	360.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	480.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	480.00
MUNICIPAL CMS	6121	42054	YEARLY CMS LICENSE & TE	480.00
Vendor MUNICIPAL CMS Total:				2,400.00
Vendor: NATIONAL METER & AUTOMATION				
NATIONAL METER & AUT	S1077867.001	42055	WATER METER PARTS	1,581.65
Vendor NATIONAL METER & AUTOMATION Total:				1,581.65
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS L	PR- 11/26/16	42056	PAYROLL DEDUCTIONS	135.00
OPERATING ENGINEERS L	PR- 11/26/2016	42056	PAYROLL DEDUCTIONS	144.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				279.00
Vendor: PIZZA FACTORY				
PIZZA FACTORY	BASKETBALL CLINIC	42057	LUNCH FOR BASKETBALL C	65.00
Vendor PIZZA FACTORY Total:				65.00
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR- 11/12/16	42058	PAYROLL DEDUCTIONS	420.00
POLICE OFFICERS ASSOC	PR- 11/26/16	42058	PAYROLL DEDUCTIONS	420.00
Vendor POLICE OFFICERS ASSOC Total:				840.00
Vendor: PREMIER ACCESS INSURANCE COMPANY				
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	20.05
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	31.09

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	12.70
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	2,308.40
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	200.59
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	36.55
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	20.70
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	22.35
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	10.03
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	66.54
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	5.01
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	20.06
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	84.10
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	12.04
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	9.03
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	10.68
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	188.55
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	60.18
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	14.04
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	301.91
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	128.38
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	60.18
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	6.02
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	246.45
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	18.05
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	14.04
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	10.03
PREMIER ACCESS INSURA	DECEMBER 2016	42059	DENTAL INSURANCE	13.34
Vendor PREMIER ACCESS INSURANCE COMPANY Total:				3,931.09
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT	PR-10/29/16EECLASSICMI	4057	RETIREMENT CONTRIBUTI	2,127.66
PUBLIC EMP RETIREMENT	PR-10/29/16EECLASSICSA	4058	RETIREMENT CONTRIBUTI	1,362.74
PUBLIC EMP RETIREMENT	PR-10/29/16EEPEPRASAFE	4056	RETIREMENT CONTRIBUTI	593.24
PUBLIC EMP RETIREMENT	PR-10/29/16ERCLASSICMI	4060	RETIREMENT CONTRIBUTI	2,601.33
PUBLIC EMP RETIREMENT	PR-10/29/16ERCLASSICSA	4061	RETIREMENT CONTRIBUTI	2,572.73
PUBLIC EMP RETIREMENT	PR-10/29/16ERPEPRASAFE	4059	RETIREMENT CONTRIBUTI	623.30
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				9,881.00
Vendor: QPCS, LLC				
QPCS, LLC	12852	42060	PD MONTHLY I.T. SUPPOR	945.00
QPCS, LLC	12853	42060	I.T. SUPPORT	21.70
QPCS, LLC	12853	42060	I.T. SUPPORT	21.70
QPCS, LLC	12853	42060	I.T. SUPPORT	108.50
QPCS, LLC	12853	42060	I.T. SUPPORT	32.55
QPCS, LLC	12853	42060	I.T. SUPPORT	32.55
QPCS, LLC	12853	42060	I.T. SUPPORT	21.70
QPCS, LLC	12853	42060	I.T. SUPPORT	32.55
QPCS, LLC	12853	42060	I.T. SUPPORT	162.75
QPCS, LLC	12853	42060	I.T. SUPPORT	217.00
QPCS, LLC	12853	42060	I.T. SUPPORT	217.00
QPCS, LLC	12853	42060	I.T. SUPPORT	217.00
QPCS, LLC	12854	42060	PD ONLINE MONTHLY I.T.	145.00
QPCS, LLC	12915	42060	I.T. SUPPORT	19.72
QPCS, LLC	12915	42060	I.T. SUPPORT	19.72
QPCS, LLC	12915	42060	I.T. SUPPORT	98.60
QPCS, LLC	12915	42060	I.T. SUPPORT	29.58

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
QPCS, LLC	12915	42060	I.T. SUPPORT	29.58
QPCS, LLC	12915	42060	I.T. SUPPORT	19.72
QPCS, LLC	12915	42060	I.T. SUPPORT	29.58
QPCS, LLC	12915	42060	I.T. SUPPORT	147.90
QPCS, LLC	12915	42060	I.T. SUPPORT	197.20
QPCS, LLC	12915	42060	I.T. SUPPORT	197.20
QPCS, LLC	12915	42060	I.T. SUPPORT	197.20
Vendor QPCS, LLC Total:				3,161.00
Vendor: RABOBANK, CARDMEMBER SERVICES				
RABOBANK, CARDMEMBE	11032016 KR AMAZON P	42061	POPCORN MACHINE / REC	253.55
RABOBANK, CARDMEMBE	11032016 AMAZON POPC	42061	POPCORN MACHINE RECR	68.22
RABOBANK, CARDMEMBE	11032016 DD DICK'S SPOR	42061	PD DEPT SUPPLIES	64.50
RABOBANK, CARDMEMBE	11032016 DD DREAM INN	42061	DD HOTEL MTG/CONF	132.32
RABOBANK, CARDMEMBE	11032016 DD IAPE PAYPA	42061	ANIMAL CONTROL SUPPLI	19.95
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	2.07
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	2.07
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	10.36
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	3.11
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	3.11
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	2.07
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	3.11
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	15.54
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	20.72
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	20.72
RABOBANK, CARDMEMBE	11032016 FEES	42061	CARD FEES	20.72
RABOBANK, CARDMEMBE	11032016 JW AMAZON	42061	OFFICE SUPPLIES	2.24
RABOBANK, CARDMEMBE	11032016 JW AMAZON	42061	OFFICE SUPPLIES	0.56
RABOBANK, CARDMEMBE	11032016 JW AMAZON	42061	OFFICE SUPPLIES	8.41
RABOBANK, CARDMEMBE	11032016 JW AMAZON	42061	OFFICE SUPPLIES	8.41
RABOBANK, CARDMEMBE	11032016 JW AMAZON	42061	OFFICE SUPPLIES	8.41
RABOBANK, CARDMEMBE	11032016 JW AMAZON FO	42061	OFFICE SUPPLIES	0.54
RABOBANK, CARDMEMBE	11032016 JW AMAZON FO	42061	OFFICE SUPPLIES	0.14
RABOBANK, CARDMEMBE	11032016 JW AMAZON FO	42061	OFFICE SUPPLIES	2.04
RABOBANK, CARDMEMBE	11032016 JW AMAZON FO	42061	OFFICE SUPPLIES	2.04
RABOBANK, CARDMEMBE	11032016 JW AMAZON FO	42061	OFFICE SUPPLIES	2.03
RABOBANK, CARDMEMBE	11032016 JW AMAZON PA	42061	OFFICE SUPPLIES	1.44
RABOBANK, CARDMEMBE	11032016 JW AMAZON PA	42061	OFFICE SUPPLIES	0.36
RABOBANK, CARDMEMBE	11032016 JW AMAZON PA	42061	OFFICE SUPPLIES	5.38
RABOBANK, CARDMEMBE	11032016 JW AMAZON PA	42061	OFFICE SUPPLIES	5.38
RABOBANK, CARDMEMBE	11032016 JW AMAZON PA	42061	OFFICE SUPPLIES	5.39
RABOBANK, CARDMEMBE	11032016 JW BIGLOTS	42061	OFFICE SUPPLIES	1.47
RABOBANK, CARDMEMBE	11032016 JW BIGLOTS	42061	OFFICE SUPPLIES	0.37
RABOBANK, CARDMEMBE	11032016 JW BIGLOTS	42061	OFFICE SUPPLIES	5.51
RABOBANK, CARDMEMBE	11032016 JW BIGLOTS	42061	OFFICE SUPPLIES	5.51
RABOBANK, CARDMEMBE	11032016 JW BIGLOTS	42061	OFFICE SUPPLIES	5.50
RABOBANK, CARDMEMBE	11032016 JW LOWES	42061	FIRE DEPT FRIDGE	2,259.81
RABOBANK, CARDMEMBE	11032016 KK AMAZON 10	42061	MAP BOX	48.20
RABOBANK, CARDMEMBE	11032016 KK AMAZON P	42061	OFFICE SUPPLIES	20.30
RABOBANK, CARDMEMBE	11032016 KK AMAZON SU	42061	PW SUPPLIES	6.46
RABOBANK, CARDMEMBE	11032016 KR 99 CENT STO	42061	PD HALLOWEEN	7.56
RABOBANK, CARDMEMBE	11032016 KR AMAZON AI	42061	FLY- IN PRIZE	14.64
RABOBANK, CARDMEMBE	11032016 KR AMAZON	42061	RECREATION BACKDROP	37.69
RABOBANK, CARDMEMBE	11032016 KR AMAZON 10	42061	FLY-IN DRAWING	10.68

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RABOBANK, CARDMEMBE	11032016 KR AMAZON 10	42061	OFFICE SUPPLIES	8.05
RABOBANK, CARDMEMBE	11032016 KR AMAZON 10	42061	DRAWING PRIZE FLY-IN	9.87
RABOBANK, CARDMEMBE	11032016 KR AMAZON 10	42061	HALLOWEEN SUPPLIES	36.83
RABOBANK, CARDMEMBE	11032016 KR AMAZON BA	42061	RECREATION BADGE HOLD	21.58
RABOBANK, CARDMEMBE	11032016 KR AMAZON BI	42061	SUPPLIES	25.03
RABOBANK, CARDMEMBE	11032016 KR AMAZON CO	42061	PD HALLOWEEN	18.61
RABOBANK, CARDMEMBE	11032016 KR AMAZON FL	42061	FLY-IN PRIZE	14.64
RABOBANK, CARDMEMBE	11032016 KR AMAZON FL	42061	FLY-IN RAFFLE	20.17
RABOBANK, CARDMEMBE	11032016 KR AMAZON HA	42061	PD HALLOWEEN	11.01
RABOBANK, CARDMEMBE	11032016 KR AMAZON PA	42061	PARKING SIGNS	59.48
RABOBANK, CARDMEMBE	11032016 KR AMAZON PA	42061	PARKING PERMIT	64.77
RABOBANK, CARDMEMBE	11032016 KR AMAZON RA	42061	FLY-IN RAFFLE	25.91
RABOBANK, CARDMEMBE	11032016 KR AMAZON RE	42061	SUPPLIES	8.05
RABOBANK, CARDMEMBE	11032016 KR AMAZON SI	42061	SIGNS STREET NEAR SCHO	17.50
RABOBANK, CARDMEMBE	11032016 KR AMAZON ST	42061	FLY-IN DRAWING	9.94
RABOBANK, CARDMEMBE	11032016 KR AMAZON W	42061	SUPPLIES - WATER DEPT	22.25
RABOBANK, CARDMEMBE	11032016 KR COSTCO 10/	42061	FISHING DAY SUPPLIES	140.40
RABOBANK, CARDMEMBE	11032016 KR COSTCO 10/	42061	HEALTHY LIVING CHALLEN	23.77
RABOBANK, CARDMEMBE	11032016 KR COSTCO 10/	42061	PD HALLOWEEN SUPPLIES	57.92
RABOBANK, CARDMEMBE	11032016 KR DISCOUNT C	42061	PD HALLOWEEN SUPPLIES	11.60
RABOBANK, CARDMEMBE	11032016 KR DISCOUNT C	42061	FISHING DAY SUPPLIES	44.43
RABOBANK, CARDMEMBE	11032016 KR DOLLAR GEN	42061	FISHING DAY SUPPLIES	23.08
RABOBANK, CARDMEMBE	11032016 KR DOLLAR GEN	42061	FISHING DAY	122.73
RABOBANK, CARDMEMBE	11032016 KR DOLLAR GEN	42061	HEALTHY LIVING CHALLEN	18.35
RABOBANK, CARDMEMBE	11032016 KR HALLOWEEN	42061	PD HALLOWEEN	207.94
RABOBANK, CARDMEMBE	11032016 KR MICHAELS	42061	PD HALLOWEEN	12.98
RABOBANK, CARDMEMBE	11032016 KR ORIENTAL T	42061	PD HALLOWEEN / FLY-IN A	82.97
RABOBANK, CARDMEMBE	11032016 KR ORIENTAL T	42061	PD HALLOWEEN / FLY-IN A	45.00
RABOBANK, CARDMEMBE	11032016 KR PARTY CITY	42061	PD HALLOWEEN	36.57
RABOBANK, CARDMEMBE	11032016 KR PLAYGROUN	42061	SIGNS PARK	455.80
RABOBANK, CARDMEMBE	11032016 KR REC AMAZO	42061	RECREATION - BACKDROP	79.00
RABOBANK, CARDMEMBE	11032016 KR ROSS	42061	FLY-IN DRAWING PRIZE	12.90
RABOBANK, CARDMEMBE	11032016 KR ROSS 10/14	42061	HEALTHY LIVING CHALLEN	88.26
RABOBANK, CARDMEMBE	11032016 KR SAFETY SIGN	42061	SIGNS PARK	114.63
RABOBANK, CARDMEMBE	11032016 KR SURVEY MO	42061	SURVEY RECREATION	26.00
RABOBANK, CARDMEMBE	11032016 KR VISTA PRINT	42061	FLY-IN BANNERS	178.33
RABOBANK, CARDMEMBE	11032016 KR VISTAPRINT	42061	BANNERS AIRPORT & REC	59.00
RABOBANK, CARDMEMBE	11032016 KR VISTAPRINT	42061	BANNERS AIRPORT & REC	305.26
RABOBANK, CARDMEMBE	11032016 KR VISTAPRINT	42061	FLY-IN BANNERS	87.26
RABOBANK, CARDMEMBE	11032016 KR WALMART 1	42061	RECREATION SUPPLIES	30.14
RABOBANK, CARDMEMBE	11032016 KR WALMART 1	42061	PD HALLOWEEN	30.83
RABOBANK, CARDMEMBE	11032016 KR WALMART P	42061	PD HALLOWEEN PHOTOS	44.39
Vendor RABOBANK, CARDMEMBER SERVICES Total:				5,831.84
Vendor: RICO PFITZER PIRES & ASSOC				
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	6.13
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	3.40
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	10.55
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	10.22
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	238.34
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	34.04
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	14.63
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	1.71

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	30.65
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	6.81
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	26.39
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	34.05
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	0.68
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	2.56
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	3.06
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	5.44
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	10.21
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	11.92
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	20.43
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	92.27
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	8.51
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	10.21
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	20.43
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	93.63
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	1.68
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	6.81
RICO PFITZER PIRES & ASS	751	42065	HEALTH INSURANCE ADMI	3.40
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	6.13
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	3.40
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	10.55
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	10.22
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	238.34
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	34.04
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	14.63
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	30.65
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	1.71
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	6.81
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	26.39
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	34.05
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	0.68
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	2.56
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	3.06
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	5.44
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	10.21
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	11.92
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	20.43
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	92.27
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	8.51
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	10.21
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	20.43
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	93.63
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	1.68
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	6.81

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RICO PFITZER PIRES & ASS	752	42065	HEALTH INSURANCE ADMI	3.40
Vendor RICO PFITZER PIRES & ASSOC Total:				1,430.00
Vendor: SAFE T LITE				
SAFE T LITE	330781	42066	TRAFFIC SAFETY	609.19
Vendor SAFE T LITE Total:				609.19
Vendor: SAN JOAQUIN VALLEY INSURANCE AUTHORITY				
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	955.70
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	144.90
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	224.59
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	91.56
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	10,112.88
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	1,448.95
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	251.10
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	148.90
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	160.47
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	72.45
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	462.74
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	36.22
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	144.90
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	601.78
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	1,448.95
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	86.94
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	65.20
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	76.76
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	1,362.01
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	434.69
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	2,150.77
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	927.33
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	434.69
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	1,750.76
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	130.41
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	101.43
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	72.45
SAN JOAQUIN VALLEY INS	NOV 2016	4067	HEALTH INSURANCE	95.55
Vendor SAN JOAQUIN VALLEY INSURANCE AUTHORITY Total:				23,995.08
Vendor: SHRED-IT				
SHRED-IT	8121173971	42067	SHRED SERVICES	5.13
SHRED-IT	8121173971	42067	SHRED SERVICES	51.29
SHRED-IT	8121173971	42067	SHRED SERVICES	20.52
SHRED-IT	8121173971	42067	SHRED SERVICES	20.51
SHRED-IT	8121173971	42067	SHRED SERVICES	5.13
Vendor SHRED-IT Total:				102.58
Vendor: SIERRA CHEMICAL				
SIERRA CHEMICAL	SLC 10013348	42068	CREDIT CHLORINE	-510.00
SIERRA CHEMICAL	SLS 10041253	42068	CHLORINE WATER	670.47
Vendor SIERRA CHEMICAL Total:				160.47
Vendor: STAPLES CREDIT PLAN				
STAPLES CREDIT PLAN	1679174601	42069	OFFICE SUPPLIES	0.73
STAPLES CREDIT PLAN	1679174601	42069	OFFICE SUPPLIES	0.18
STAPLES CREDIT PLAN	1679174601	42069	OFFICE SUPPLIES	2.74
STAPLES CREDIT PLAN	1679174601	42069	OFFICE SUPPLIES	2.74
STAPLES CREDIT PLAN	1679174601	42069	OFFICE SUPPLIES	2.74
STAPLES CREDIT PLAN	1679211691	42069	OFFICE SUPPLIES	19.50

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
STAPLES CREDIT PLAN	1679211691	42069	OFFICE SUPPLIES	4.88
STAPLES CREDIT PLAN	1679211691	42069	OFFICE SUPPLIES	73.14
STAPLES CREDIT PLAN	1679211691	42069	OFFICE SUPPLIES	73.14
STAPLES CREDIT PLAN	1679211691	42069	OFFICE SUPPLIES	73.15
STAPLES CREDIT PLAN	1688291011 2	42069	WW SUPPLIES	49.67
STAPLES CREDIT PLAN	1688291011	42069	OFFICE SUPPLIES	7.86
STAPLES CREDIT PLAN	1688291011	42069	OFFICE SUPPLIES	1.96
STAPLES CREDIT PLAN	1688291011	42069	OFFICE SUPPLIES	29.46
STAPLES CREDIT PLAN	1688291011	42069	OFFICE SUPPLIES	29.46
STAPLES CREDIT PLAN	1688291011	42069	OFFICE SUPPLIES	29.47
Vendor STAPLES CREDIT PLAN Total:				400.82
Vendor: SWANK MOTION PICTURES, INC				
SWANK MOTION PICTURE	2220751	42070	FINDING NEMO MOVIE	200.00
Vendor SWANK MOTION PICTURES, INC Total:				200.00
Vendor: TERMINIX INTERNATIONAL				
TERMINIX INTERNATIONA	358451711	42071	PEST CONTROL	35.00
TERMINIX INTERNATIONA	359634567	42071	PEST CONTROL / LIBRARY	36.00
TERMINIX INTERNATIONA	360124880	42071	PEST CONTROL - GOMAN	64.00
TERMINIX INTERNATIONA	360128003	42071	PEST CONTROL	37.00
Vendor TERMINIX INTERNATIONAL Total:				172.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	44.45
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	500.27
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	43.26
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	113.14
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	24.24
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	118.39
TESEI PETROLEUM	63197	42072	FUEL FD/PD/PW VEHICLE	118.78
Vendor TESEI PETROLEUM Total:				962.53
Vendor: THE OFFICE CITY				
THE OFFICE CITY	IN-1390765	42073	PD OFFICE SUPPLIES	135.86
Vendor THE OFFICE CITY Total:				135.86
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	1.34
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	1.34
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	6.72
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	2.02
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	2.02
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	1.34
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	2.02
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	10.09
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	13.45
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	13.45
TRI COUNTIES BANK CARD	11032016 SS FEES	42074	FEES	13.45
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	4.75
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	1.58
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	1.58
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	0.63
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	11.09
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	8.86
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	1.58
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	MEETINGS / TRAVEL CITY	1.58
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	0.55

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	1.66
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	0.55
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	0.55
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	1.10
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	7.71
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	7.71
TRI COUNTIES BANK CARD	11032016 SS LONG BEACH	42074	TRAVEL - LONG BEACH CA	7.71
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	61.91
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	8.25
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	144.45
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	115.56
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOT AN	42074	MEETINGS & TRAININGS -	20.63
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	64.02
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	21.34
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	21.34
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	8.54
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	149.38
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	119.50
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	21.34
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT H	42074	MEETINGS & TRAININGS -	21.34
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	61.91
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	8.25
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	144.45
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	115.56
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT N	42074	MEETINGS & TRAININGS-	20.63
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	61.91
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	8.25
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	144.45
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	115.56
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	20.64
TRI COUNTIES BANK CARD	11032016 SS MARRIOTT S	42074	MEETINGS & TRAININGS-	20.63
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	4.50
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	1.50
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	1.50
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	0.60
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	10.50
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	8.40
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	1.50
TRI COUNTIES BANK CARD	11032016 SS SMF PARKIN	42074	SMF PARKING SS	1.50
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				1,821.39
Vendor: TRUE BLUE VETERINARY HOSPITAL				
TRUE BLUE VETERINARY H	113075	42075	GAP VETERINARY SERVICE	80.00
Vendor TRUE BLUE VETERINARY HOSPITAL Total:				80.00
Vendor: VISION SERVICE PLAN-(CA)				
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	7.17

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	8.45
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	3.42
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	452.35
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	54.52
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	12.62
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	6.48
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	5.83
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	2.73
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	22.52
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	1.36
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	5.45
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	24.41
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	3.61
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	2.45
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	3.82
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	62.93
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	16.36
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	94.46
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	46.58
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	16.36
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	77.53
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	13.84
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	3.82
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	2.73
VISION SERVICE PLAN-(CA)	DECEMBER 2016	42076	VISION INSURANCE	5.45
Vendor VISION SERVICE PLAN-(CA) Total:				957.25
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUP	PR- 11/12/16	42077	PAYROLL DEDUCTION	142.71
WASHINGTON STATE SUP	PR- 11/26/16	42077	PAYROLL DEDUCTION	142.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				285.42
Vendor: WESTSIDE WELDING & RADIATOR				
WESTSIDE WELDING & RA	9867	42078	EQUIPMENT FABRICATION	435.13
Vendor WESTSIDE WELDING & RADIATOR Total:				435.13
Vendor: WORK WELLNESS				
WORK WELLNESS	DECEMBER 2016	42079	PRE-EMPLOYMENT SCREE	427.00
Vendor WORK WELLNESS Total:				427.00
Grand Total:				117,820.00

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	33,273.68
009 - COMMUNITY CENTER FUND	515.72
016 - SWIM POOL FUND	284.90
017 - CITY WIDE LIGHTING & LAND	843.20
019 - RECREATION FUND	1,958.56
021 - ST/SIDEWALK MAINT	4,600.43
024 - COPS GRANT	1,517.05
059 - STORM DRAIN	1,103.60
060 - WATER FUND	13,568.42
061 - SEWER FUND	10,513.87
062 - REFUSE	35,364.23
063 - AIRPORT FUND	1,569.94
099 - PAYROLL TRUST FUND	12,706.40
Grand Total:	117,820.00

Account Summary

Account Number	Account Name	Payment Amount
001-0000-200.085	SPAY/NEUTER DONATIO	80.00
001-0000-430.041-00	PLANNING DEPOSIT (PR	255.00
001-0000-490.003-00	MISC REVENUES	2,259.81
001-0110-520.010-00	DEPT OPERATING SUPPL	3.41
001-0110-530.201-00	OTHER CONTRACT SERVI	89.42
001-0120-510.020-00	GROUP HEALTH INSURA	967.96
001-0120-530.091-00	MEETINGS & TRAINING	9.80
001-0140-510.020-00	GROUP HEALTH INSURA	178.92
001-0140-520.000-00	OFFICE SUPPLIES	33.78
001-0140-520.010-00	DEPT OPERATING SUPPL	3.41
001-0140-530.011-00	TELEPHONE & INTERNET	160.98
001-0140-530.014-00	POSTAGE	70.05
001-0140-530.091-00	MEETINGS & TRAINING	1.66
001-0140-530.201-00	OTHER CONTRACT SERVI	435.71
001-0141-530.009-00	OTHER PROFESSIONAL S	3,280.00
001-0142-510.020-00	GROUP HEALTH INSURA	285.23
001-0150-510.020-00	GROUP HEALTH INSURA	128.12
001-0150-520.011-00	UNIFORM ALLOWANCE	15.46
001-0150-520.040-00	FUEL	44.45
001-0150-530.201-00	OTHER CONTRACT SERVI	36.00
001-0210-510.020-00	GROUP HEALTH INSURA	13,350.31
001-0210-520.000-00	OFFICE SUPPLIES	135.86
001-0210-520.010-00	DEPT OPERATING SUPPL	104.10
001-0210-520.030-00	MOTOR VEHICLE EXPEN	51.30
001-0210-520.040-00	FUEL	500.27
001-0210-530.009-00	OTHER PROFESSIONAL S	1,564.80
001-0210-530.011-00	TELEPHONE & INTERNET	1,610.00
001-0210-530.089-00	COMMUNITY PROMOTI	522.38
001-0210-530.091-00	MEETINGS & TRAINING	382.62
001-0210-530.201-00	OTHER CONTRACT SERVI	1,737.77
001-0220-520.040-00	FUEL	43.26
001-0230-510.020-00	GROUP HEALTH INSURA	1,772.14
001-0230-520.010-00	DEPT OPERATING SUPPL	19.95
001-0230-530.009-00	OTHER PROFESSIONAL S	300.00
001-0230-530.201-00	OTHER CONTRACT SERVI	72.00
001-0410-520.010-00	DEPT OPERATING SUPPL	48.20
001-0610-510.020-00	GROUP HEALTH INSURA	329.53
001-0610-520.010-00	DEPT OPERATING SUPPL	1,073.78
001-0610-520.011-00	UNIFORM ALLOWANCE	15.44
001-0610-520.030-00	MOTOR VEHICLE EXPEN	133.00

Account Summary

Account Number	Account Name	Payment Amount
001-0610-530.072-00	OTHER EQUIPMENT REP	769.79
001-0610-530.091-00	MEETINGS & TRAINING	0.55
001-0610-530.201-00	OTHER CONTRACT SERVI	314.13
001-0610-540.011-00	BUILDINGS	83.33
009-0150-510.020-00	GROUP HEALTH INSURA	179.50
009-0150-520.010-00	DEPT OPERATING SUPPL	24.95
009-0150-520.040-00	FUEL	113.14
009-0150-530.201-00	OTHER CONTRACT SERVI	198.13
016-0120-510.020-00	GROUP HEALTH INSURA	3.42
016-0613-510.020-00	GROUP HEALTH INSURA	188.65
016-0613-520.010-00	DEPT OPERATING SUPPL	3.41
016-0613-530.201-00	OTHER CONTRACT SERVI	89.42
017-0120-510.020-00	GROUP HEALTH INSURA	88.63
017-0120-530.091-00	MEETINGS & TRAINING	86.34
017-0610-510.020-00	GROUP HEALTH INSURA	613.10
017-0610-520.011-00	UNIFORM ALLOWANCE	30.89
017-0610-520.040-00	FUEL	24.24
019-0120-510.020-00	GROUP HEALTH INSURA	8.43
019-0142-510.020-00	GROUP HEALTH INSURA	37.58
019-0613-520.010-00	DEPT OPERATING SUPPL	1,752.42
019-0613-530.201-00	OTHER CONTRACT SERVI	160.13
021-0120-510.020-00	GROUP HEALTH INSURA	3.42
021-0120-530.091-00	MEETINGS & TRAINING	86.34
021-0142-510.020-00	GROUP HEALTH INSURA	184.03
021-0310-510.020-00	GROUP HEALTH INSURA	763.07
021-0310-520.010-00	DEPT OPERATING SUPPL	804.89
021-0310-520.011-00	UNIFORM ALLOWANCE	27.82
021-0310-520.030-00	MOTOR VEHICLE EXPEN	2,295.73
021-0310-530.201-00	OTHER CONTRACT SERVI	435.13
024-0210-510.020-00	GROUP HEALTH INSURA	1,517.05
059-0120-510.020-00	GROUP HEALTH INSURA	1.36
059-0120-530.091-00	MEETINGS & TRAINING	35.62
059-0140-510.020-00	GROUP HEALTH INSURA	107.71
059-0140-520.000-00	OFFICE SUPPLIES	8.45
059-0140-530.014-00	POSTAGE	28.02
059-0140-530.201-00	OTHER CONTRACT SERVI	41.22
059-0142-510.020-00	GROUP HEALTH INSURA	82.80
059-0730-510.020-00	GROUP HEALTH INSURA	102.14
059-0730-520.010-00	DEPT OPERATING SUPPL	25.63
059-0730-530.201-00	OTHER CONTRACT SERVI	670.65
060-0120-510.020-00	GROUP HEALTH INSURA	20.42
060-0120-530.091-00	MEETINGS & TRAINING	612.03
060-0140-510.020-00	GROUP HEALTH INSURA	1,637.33
060-0140-520.000-00	OFFICE SUPPLIES	126.68
060-0140-530.011-00	TELEPHONE & INTERNET	644.00
060-0140-530.014-00	POSTAGE	462.34
060-0140-530.201-00	OTHER CONTRACT SERVI	863.91
060-0142-510.020-00	GROUP HEALTH INSURA	552.09
060-0210-510.020-00	GROUP HEALTH INSURA	14.04
060-0710-510.020-00	GROUP HEALTH INSURA	2,731.68
060-0710-520.010-00	DEPT OPERATING SUPPL	1,970.04
060-0710-520.011-00	UNIFORM ALLOWANCE	64.88
060-0710-520.030-00	MOTOR VEHICLE EXPEN	1,493.93
060-0710-520.040-00	FUEL	118.39
060-0710-530.111-00	NOTE	562.93
060-0710-530.122-00	INTEREST	716.19
060-0710-530.201-00	OTHER CONTRACT SERVI	894.20
060-0710-540.011-00	BUILDINGS	83.34

Account Summary

Account Number	Account Name	Payment Amount
061-0120-510.020-00	GROUP HEALTH INSURA	17.02
061-0120-530.091-00	MEETINGS & TRAINING	491.15
061-0140-510.020-00	GROUP HEALTH INSURA	1,122.71
061-0140-520.000-00	OFFICE SUPPLIES	126.68
061-0140-530.011-00	TELEPHONE & INTERNET	644.00
061-0140-530.014-00	POSTAGE	462.34
061-0140-530.201-00	OTHER CONTRACT SERVI	620.84
061-0142-510.020-00	GROUP HEALTH INSURA	552.09
061-0210-510.020-00	GROUP HEALTH INSURA	6.02
061-0520-510.020-00	GROUP HEALTH INSURA	2,262.00
061-0520-520.010-00	DEPT OPERATING SUPPL	66.62
061-0520-520.011-00	UNIFORM ALLOWANCE	126.67
061-0520-520.030-00	MOTOR VEHICLE EXPEN	1,242.29
061-0520-520.040-00	FUEL	118.78
061-0520-530.111-00	NOTE	562.93
061-0520-530.122-00	INTEREST	716.20
061-0520-530.201-00	OTHER CONTRACT SERVI	1,292.20
061-0520-540.011-00	BUILDINGS	83.33
062-0120-530.091-00	MEETINGS & TRAINING	94.05
062-0140-510.020-00	GROUP HEALTH INSURA	162.30
062-0140-520.000-00	OFFICE SUPPLIES	126.69
062-0140-530.011-00	TELEPHONE & INTERNET	160.99
062-0140-530.014-00	POSTAGE	378.28
062-0140-530.201-00	OTHER CONTRACT SERVI	541.59
062-0510-520.000-00	OFFICE SUPPLIES	34.17
062-0510-520.011-00	UNIFORM ALLOWANCE	27.82
062-0510-530.009-00	OTHER PROFESSIONAL S	32,944.14
062-0510-530.201-00	OTHER CONTRACT SERVI	894.20
063-0120-510.020-00	GROUP HEALTH INSURA	122.65
063-0120-530.091-00	MEETINGS & TRAINING	86.31
063-0142-510.020-00	GROUP HEALTH INSURA	98.83
063-0340-510.020-00	GROUP HEALTH INSURA	121.14
063-0340-520.010-00	DEPT OPERATING SUPPL	1,141.01
099-0000-220.050	PERS PAYABLE	9,881.00
099-0000-220.065	AFLAC PAYABLE	1,402.93
099-0000-220.071	POA DEDUCT PAYABLE	840.00
099-0000-220.081	UNION DUES PAYABLE	279.00
099-0000-220.097	CALIFORNIA STATE DISB	18.05
099-0000-220.098	WASHINGTON SUPPORT	285.42
	Grand Total:	117,820.00

Project Account Summary

Project Account Key	Payment Amount
None	117,820.00
Grand Total:	117,820.00





COUNCIL AGENDA ITEM

DECEMBER 6, 2016

PREPARED BY: Sean Scully, City Manager

SUBJECT: Consider Resolution Authorizing the City Manager to Enter into a Participation Agreement with the Public Agency Coalition Enterprise for the Employee Health Insurance Program

BACKGROUND/DISCUSSION

Pursuant to labor agreements with City employees, the City has secured a new employee health insurance program through the Public Agency Coalition Enterprise (PACE). PACE, offered by broker Keenan & Associates, is a Joint Powers Authority (JPA) that was created for schools, cities, counties and special districts to address cost and access frustrations in the health insurance marketplace. Participation in a JPA for health insurance allows the City to obtain employee benefit health care plans for a lower premium than those of the plans offered to individual small groups through the insurance marketplace.

Attached are the PACE Joint Exercise of Power Agreement and Bylaws. The Bylaws and Agreement have been reviewed by the City Attorney. The PACE agreement is a two year commitment, PACE has consistently demonstrated stable rates for its members. It is staff's opinion that PACE gives the City the best benefits at the most consistent costs. At the end of the term the City will consider rejoining or re-entering the marketplace for new benefits.

RECOMENDATION

Council authorize the City Manager to enter into a Joint Exercise of Powers Agreement with the Public Agency Coalition Enterprise for a new employee health insurance program.

ATTACHMENTS

- A) PACE Amended and Reinstated Joint Exercise of Powers Agreement
- B) PACE Amended and Restated Bylaws
- C) Exhibit B – Agreement and Acceptance of Amended and Reinstated Joint Exercise of Powers Agreement
- D) Resolution

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT**

PUBLIC AGENCY COALITION ENTERPRISE

JOINT POWERS AUTHORITY

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JOINT EXERCISE OF POWERS AGREEMENT

PUBLIC AGENCY COALITION ENTERPRISE

This Joint Exercise of Powers Agreement ("Agreement") is entered into pursuant to the provisions of title 1, Division 7, Chapter 5, Article 1 (Sections 6500, et seq.) of the California Government Code, for the purpose of operating an agency to be known as the Public Agency Coalition Enterprise which shall be organized and operated as a California joint powers authority ("JPA").

WITNESSETH:

WHEREAS, it has been determined to be to the mutual benefit and in the best interests of the agencies who have signed this Agreement and those that may later sign onto this Agreement ("Signatories") to join together to establish a JPA to carry out the purposes and powers as later described herein; and

WHEREAS, it has been determined by the Signatories that there is a need to establish and operate a cooperative program for the purchase of insurance, creation and management of pooled self-insurance programs, and/or the implementation of appropriate risk management activities, and other related services and programs for insured and self-insured members ("Program"); and

WHEREAS, it has also been determined that such a Program is of value on an individual and mutual basis; and

WHEREAS, it has also been determined that the establishment of a Program can adequately meet the needs of the of Signatories; and

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, of the California Government Code authorizes joint exercise by two or more public agencies of any power common to them; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES, each of the Signatories does agree as follows:

1. CREATION OF THE JOINT POWERS AUTHORITY

A JPA, separate and apart from each public agency that is a Signatory, shall be and is hereby created and shall hereafter be designated as the Public Agency Coalition Enterprise ("PACE").

2. PURPOSE AND POWERS

(a) PACE is established for the purpose of administering this Agreement, pursuant to the joint powers provisions of the California Government Code, and for taking all action necessary and appropriate for the establishment, operation and maintenance of the Program and to provide a forum for discussion, study, development and implementation of recommendations relating to the Program.

(b) The powers of PACE are:

(1) To establish a vehicle for the cost effective purchase of employee benefits insurance and/or such other insurance by and for the Members of PACE ("Members"),

(2) To establish such programs of and/or for self-insurance and/or risk pooling arrangements as the Board of Directors of PACE ("Board") shall deem appropriate.

(3) To facilitate the cost-effective purchase of third-party administration (TPA) and other services deemed appropriate by the Board for the Members.

(4) To take such actions and to enter into such contracts as may be necessary for to accomplish the purpose stated in this Section 2(b).

(5) To acquire, hold, and dispose of property, real and personal, all for the purpose of providing the creating and sustaining the Program including, but not limited to, the acquisition of such resources, facilities, equipment and personnel as may be necessary the Program.

(6) To incur debts, liabilities, and obligations necessary to accomplish the purposes of this Agreement.

(7) To receive gifts, contributions, and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, associations, and any governmental agency in furtherance of the Program.

(8) To invest surplus reserve funds as deemed appropriate by the Board and as required by law.

(9) To provide a forum for discussion, study, development, and implementation of recommendations of mutual interest regarding other joint programs.

(10) To sue and be sued in the name of PACE.

(11) To perform such other functions as may be necessary or appropriate to carry out this Agreement, so long as such other functions so performed are not prohibited by any provision of law.

(12) To exercise any power common to the Signatories, provided that the same are in furtherance of the functions and objectives of this Agreement as herein set forth. Pursuant to Section 6509 of the California Government Code, the exercise of the aforesaid powers of PACE shall be subject to the restrictions upon the manner of exercising such powers by a public agency having the same status as a member of a JPA except as otherwise provided in this Agreement.

4. TERM OF THE AGREEMENT

This Agreement shall become effective on August 6, 2014. With respect to organizations that have previously executed a Joint Exercise of Powers Agreement (JPA Agreement) with PACE, this amended and restated Agreement shall expressly supersede the prior JPA Agreement. This Agreement shall continue in effect until lawfully terminated as provided herein and in the Bylaws. In the event of a reorganization of one or more of the Signatories, the successor in interest or successors in interest to the obligations of any such reorganized Signatory may be substituted as a party or as parties to this Agreement.

5. BYLAWS

(a) PACE shall be governed pursuant to bylaws ("Bylaws"), approved and adopted by the Board and by such amendments to the Bylaws as may from time to time be adopted. Upon approval by the Board, a copy of the Bylaws and all subsequent amendments thereto, shall be attached to and incorporated into this Agreement as Exhibit A. PACE shall be operated pursuant to this Agreement and the Bylaws.

(b) Procedures for amending the Bylaws shall be as provided in the Bylaws so long as not inconsistent with this Agreement. Such amendments shall be binding upon all Members of PACE ("Members"). The effective date of any Bylaw amendment will be on the first day of the next month following adoption, unless otherwise stated.

6. DESIGNATION OF PROGRAM MANAGER

It is recognized that for PACE to develop and maintain a financially sound, cost-effective Program and to grow its membership, oversight of the Program must be provided by a party that has a demonstrated record of success in dealing with insurance and self-insurance programs of public agencies and in managing JPA's established for insurance-related purposes. To that end, it is agreed that Keenan & Associates shall be the Program Manager of PACE. Any decision to remove Keenan as the Program Manager shall be carried out in the manner provided in the Bylaws.

7. MEMBERSHIP IN PACE

(a) Each Signatory must be eligible for membership in PACE as defined in the Bylaws, and shall become a Member on the effective date of this Agreement or on the date that the Signatory becomes a party to this Agreement, whichever is later. Each public agency that becomes a Member shall be entitled to the rights and privileges of membership. By signing this Agreement each Signatory agrees to be subject to and bound by all terms and conditions of this Agreement and of the Bylaws.

(b) Upon approval the Executive Committee, any self-insured or fully insured California public agency or California JPA, may become a Member by executing a copy of this Agreement

(c) Each Member shall (i) pay its own insurance premiums for programs of commercial insurance purchased through PACE, (ii) make such contributions as the Board may deem necessary for any pooled self-insurance program established by PACE, (iii) maintain the minimum self-insured retention as may be set by the Board in conjunction with any insurance or self-insurance coverage arranged, established, or provided for by PACE, (iv) perform such other acts as are reasonably required by the Board in conjunction with the Program, and (v) with respect to self-insured Members securing TPA services through PACE, agree to the terms of the TPA services agreement.

7. WITHDRAWAL FROM OR TERMINATION OF MEMBERSHIP

(a) Any Signatory which has completed two complete years as a Member may voluntarily terminate this Agreement as to itself and withdraw from membership in PACE. Such termination and withdrawal of membership shall become effective subject and according to the conditions, manner and means set forth in the Bylaws.

(b) A Member may be involuntarily terminated from PACE as provided the Bylaws. Such removal from membership shall operate to terminate the Agreement as to such party, but shall have no effect on the continued operation of this Agreement with respect to other Signatories.

8. TERMINATION OF PACE

This Agreement and the JPA may be terminated effective at the end of any fiscal year by the affirmative vote of three-fourths (3/4) of the Members of PACE; provided, however, that PACE and this Agreement shall continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the affairs of PACE.

9. DISPOSITION OF PROPERTY AND FUNDS

(a) In the event of the dissolution of PACE, the complete rescission, or other final termination of this Agreement by the Signatories then a party hereto, any property interest remaining in PACE following a discharge of all obligations shall be disposed of as provided for by the Bylaws.

(b) In the event a Signatory terminates its participation in this Agreement and membership in PACE, any property interest of that Signatory remaining in PACE following discharge of its obligations shall be disposed of as provided for by the Bylaws.

(c) The term "obligations," as referred to herein, shall include, but not be limited to, all payments required by law together with any other obligations incurred by PACE or a Signatory, as applicable, pursuant to this Agreement or the Program.

10. AMENDMENTS

This Agreement may be amended at any time in writing by agreement of by three-fourths (3/4) of the current Signatories. Any such amendment shall be effective upon the date of final execution thereof, unless otherwise provided in the amendment.

11. SEVERABILITY

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

12. LIABILITY

(a) Pursuant to the provisions of Sections 895, et seq., of the California Government Code, the Signatories are jointly and severally liable upon any liability which is otherwise imposed by law upon any one of the Signatories or upon PACE for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement and the operation of the JPA.

If a Signatory is held liable upon any judgement for damages caused by such an act or omission and makes payments in excess of its pro rata share on such judgment, such Signatory is entitled to contribution from each of the other Signatories that were parties to the Agreement at the time of the

incident or action giving rise to the liability. A Signatory's pro rata share shall be determined in the same manner as for the disposition of property and funds as provided in the Agreement and the Bylaws.

(b) PACE may insure itself, to the extent deemed necessary or appropriate by the Board, against loss, liability, and claims arising out of or connected with this Agreement.

13. ENFORCEMENT

The Board is hereby given authority to enforce this Agreement. In the event suit is brought upon this Agreement by PACE and judgment is recovered against a Signatory, the Signatory shall pay all costs incurred by PACE, including reasonable attorney's fees as fixed by the court.

14. EXECUTION

Those public agencies who are the original Signatories to this Agreement shall be considered the founding Members of PACE. Each public agency that subsequently seeks to join PACE will be required to sign an "Agreement and Acceptance" form in substantially the same form as Exhibit B, the execution of which will cause the public agency to be deemed a Signatory of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their authorized officers thereunto duly authorized as set forth herein below.

SIGNATORIES:

Name of Agency: Town of Danville

Date: Sept. 4, 2014

By: Renee M. Thoenig

Title: PACE Board President

Name of Agency: City of Livingston

Date: Sept. 8 2014

By: Yone L Ramirez

Name of Agency: Del Mar Union School District

Date: 9-14-14

By: Catherine Bires

Name of Agency: Municipal Services Authority

Date: September 16, 2014

By: *RH Averett* Digitally signed by RH Averett
Date: 2014.09.16 16:42:40 -07'00'

EXHIBIT A

Bylaws of PACE

[To be attached once approved by PACE Board of Directors]

**AMENDED AND RESTATED BYLAWS
PUBLIC AGENCY COALITION ENTERPRISE
JOINT POWERS AUTHORITY**

PREAMBLE

The Public Agency Coalition Enterprise Joint Powers Authority ("PACE" or "JPA") is established for the purpose of the establishment, operation, and maintenance of a joint program for employee benefits coverage, and such other coverages and associated services as the Board may later determine, by its members ("Members"), and to provide a forum for discussion, study, development, and implementation of programs regarding employee benefits, insurance, and self-insurance. PACE shall comply with the provisions of Sections 6503.5 and 53051 of the Government Code requiring the filing of a statement with the Secretary of State.

**ARTICLE I
BOARD OF DIRECTORS**

- A. A Board of Directors ("Board") is hereby established to direct and control PACE. The number of directors shall equal the number of Members. As additional Members are added, the number of directors shall be adjusted accordingly without need to amend these bylaws.
- B. Each Member of PACE shall appoint one of its employees to serve on the Board, and shall notify PACE in writing of the appointment. The Insurance Advisory Committee described in Article VIII ("IAC") shall also appoint one of its members to serve on the Board.
- C. Each Director shall serve an indefinite term which shall end upon the occurrence of any of the following events:
1. Written notice from the appointing Member that it has appointed a replacement for the director;
 2. The director ceases to be an employee of the appointing Member, or the IAC, if service as IAC representative;
 3. The director provides written notice of resignation; or
 4. The director is involuntarily removed from office by a majority vote of the Board.
- Any vacancy on the Board shall be filled by the Member that appointed the Director leaving the vacancy.
- D. The Board shall meet at least annually and at other times as special meetings are called. The date, time, and place for each such regular meeting shall be fixed by resolution of the Board of Directors, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Board and filed with each Member. All meetings of the Board of Directors shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act, Sections 54950, et seq., of the California Government Code ("Act"), as from time to time amended, and in accordance with rules adopted by the Board, provided that such rules are not inconsistent with the Act. The Board shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members true and correct copies of the minutes of such meetings.

- E. The Board, by resolution, shall designate a specific location at which it will receive notices, correspondence, and other communications, and shall designate one of its Members as an agent for the purpose of receiving service on behalf of PACE.
- F. Each Director shall have one vote and, unless otherwise provided under these Bylaws, the action of a majority of Directors at any meeting at which a quorum is present shall constitute the action of the Board. A quorum shall consist of a majority of Directors present at any regular or specially called meeting of the Board.
- G. In addition to those standing committees established by the Bylaws, the Board may appoint and dissolve working committees whose function shall be as designated by the Board. Working committees shall not have authority to act on behalf of the Board, but shall present information, offer input, and/or make suggestions and recommendations to the Board. Unless otherwise prohibited by law or these Bylaws, membership in a working committee is not restricted to Directors. Any employee of a Member may serve on a working committee, provided, however, that each working committee shall have at least one (1) member who is a Director. The President shall appoint the chair and all members of each working committee.
- H. No Director shall receive any compensation in exchange for service as a Director, provided, however, that the Directors shall be reimbursed, in accordance with policies to be adopted by the Board, for all legitimate expenses incurred in the performance of their duties.
- I. The JPA may secure insurance coverage for the Board of Directors.

**ARTICLE II
POWERS OF THE BOARD OF DIRECTORS**

- A. The Board may establish rules governing its own conduct and procedure, and have such expressed or implied authority as is not inconsistent with, or contrary to, the laws of the State of California, these Bylaws, or the Joint Powers Agreement (“JPA Agreement.”)
- B. The Board of Directors shall directly or by contract take such action and provide for services required to effectively implement all aspects of this joint program.
- C. Unless otherwise prohibited by law or these Bylaws, the Board may delegate to the Executive Committee the authority to act on Behalf of the Board on any matter that is to be brought before the Board.
- D. The Board shall designate and engage a Program Manager to oversee the day-to-day activities of the JPA.

ARTICLE III
EXECUTIVE COMMITTEE

- A. Once the Authority has reached seven (7) Members, the Board may, at its discretion, establish an Executive Committee. The size of the Executive Committee shall be as set by resolution of the Board. The Executive Committee shall be comprised of the PACE Officers and such other Directors as are elected by the Board. Until such time as the Executive Committee is established, the powers and duties of the Executive Committee as designated in these Bylaws shall be the responsibility of the full Board of Directors.
- B. The non-Officer members of the Executive Committee shall be elected by a majority vote of the Directors and shall serve a term ending on December 31 of odd numbered years. In the event of a vacancy on the Executive Committee, the vacancy shall be filled by the majority vote of the Executive Committee. Any individual elected to fill a vacancy shall serve for the remainder of the unexpired term.
- C. The Executive Committee may conduct regular, adjourned regular, special, and adjourned special meetings, provided, however, that it will hold at least two regular meetings each fiscal year. Such meetings may be held concurrent with PACE meetings. The date, time, and place for each such regular meeting shall be fixed by resolution of the Executive Committee, which resolution shall be publicly posted prior to the meeting on a public bulletin board to be designated by the Executive Committee and filed with each Member of PACE.

All meetings of the Executive Committee shall be called, held, and conducted in accordance with the terms and provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.) ("Brown Act") of the California Government Code, as said Act may be modified by subsequent legislation, and as the same may be augmented by rules of the Executive Committee not inconsistent therewith.

- D. Except as otherwise provided or permitted by law, all meetings of the Executive Committee shall be open and public. The Executive Committee shall cause minutes of its meetings to be kept, and shall promptly transmit to the Members of PACE true and correct copies of the minutes of such meetings.
- E. Each member of the Executive Committee shall have one (1) vote and, unless otherwise provided in these bylaws, the action of a majority at any meeting at which a quorum is present shall constitute the action of the Executive Committee. A quorum shall consist of a majority of Directors present at any regular or specially called meeting of the Executive Committee.
- F. No individual shall receive any compensation in exchange for service on the Executive Committee, provided, however, that the members of the Executive Committee shall be reimbursed, in accordance with policies to be adopted by the Board, for all legitimate expenses incurred in the performance of their duties.

**ARTICLE IV
POWERS OF THE EXECUTIVE COMMITTEE**

- A. The Executive Committee may establish rules governing its own conduct and procedure, and have such expressed or implied PACE as is not inconsistent with or contrary to the laws of the State of California, these Bylaws, the Agreement, or any rule, policy, procedure, action, or directive of the Board. The Executive Committee shall have no power to overrule or invalidate any action validly taken by the Board.
- B. The Executive Committee shall have the duty to act on behalf of the Board in between the meetings of the Board, but only as described in Part C below.
- C. The powers of the Executive Committee include:
 - 1. Appoint and dissolve working committees;
 - 2. Directly or by contract provide for services required to effectively implement all aspects of this joint program;
 - 3. Review, approve and/or terminate any contract to which PACE is a party, except that the JPA's contract with the Program Manager may only be approved or terminated by the full Board;
 - 4. Approve admission of new Members;
 - 5. Approve the health benefits insurance and insurance-related programs to be offered to the Members;
 - 6. Work with the Program Manager, as appropriate, to oversee PACE's insurance programs and day-to-day operations; and
 - 7. Any other power necessary to conduct the business of PACE unless such power is specifically reserved to the Board.

**ARTICLE V
OFFICERS**

- A. The Officers of PACE shall be elected by the Board, and shall be the President, Vice President, and Secretary/Treasurer. Each officer shall serve a term ending on December 31 of even numbered years. Any person elected or appointed as an Officer may be removed at any time, with or without cause, by a majority vote of the Board. Any vacancy in an Officer position shall be filled by the Board.
- B. The President shall be the chief executive officer and shall have general supervision and direction of the business of PACE, shall see that all orders and resolutions of the Board are carried into effect, and shall have other powers and perform such other duties as may be prescribed from time to time by the Board. The President shall also be a Member of all working committees established by the Board or Executive Committee.
- C. The Vice President shall have such powers and perform such duties as may be prescribed from time to time by the Board or the President. In the absence or disability of the President, the Vice President shall be vested with all the powers and authorized to perform all the duties of the President.

- D. The Secretary/Treasurer shall have the following duties:
1. Attend all meetings of PACE and record all votes and the minutes of all meetings;
 2. Give, or cause to be given, notice of all meetings of PACE when notice is required by law or these Bylaws;
 3. Act as the chief financial officer of PACE and assume the following duties described in Sections 6505.1 and 6505.5 of the California Government Code:
 - i. Receive and receipt for all money of PACE and place it in a County Treasury and/or a commercial account as approved by PACE to the credit of PACE;
 - ii. Be responsible for the safekeeping and disbursement of all money of PACE; and
 - iii. Pay, when due, out of money of PACE, all legitimate and verifiable sums payable by PACE.
 4. Verify and report in writing on the first day of July, October, January, and April of each year, or as soon as possible thereafter, to PACE, the amount of money he holds for PACE, the amount of receipts since his last report, and the amount paid out since his last report.
 5. Act as Custodian of PACE property; and
 6. Perform such other duties as may be prescribed from time to time by law or by PACE or the President.

ARTICLE VI MEMBERSHIP

- A. Membership in PACE is open to any commercially insured or self-insured California public agency. Membership shall be deemed to be effective when the prospective Member has:
1. Been approved by the Board or Executive Committee;
 2. Has executed the Agreement; and
 3. Agreed in writing to be bound by these Bylaws.
- B. For purposes of Section A above, "public agency" means any city, state, county, or local government or an agency of city, state, county, or local government, or other public entity or any joint powers authority comprised of any of the foregoing and serving the interests of the public entities detailed in this section.

ARTICLE VII PROGRAM MANAGER

A Program Manager shall oversee the day-to-day operations and administrative functions of PACE. The Program Manager shall also act as PACE's benefits consultant and insurance broker for the organization. Given its extensive experience as an insurance broker/consultant and in the management of pooled insurance programs and joint powers authorities, Keenan shall serve as PACE's Program Manager. Keenan shall serve at the pleasure of the Board and may be removed as the Program Manager if such removal is authorized by unanimous consent of all Directors. The compensation of the Program Manager will be set each year by the Board. Members shall comply with any initiatives or programs implemented by the Program Manager on behalf of PACE,

including, but not limited to, the use of the BenefitBridge data platform to facilitate enrollment and the transmission of eligibility data.

ARTICLE VIII INSURANCE ADVISORY COMMITTEE

- A. There shall be created an Insurance Advisory Committee (“IAC”) whose purpose shall be to advise and consult with the Board with respect to the interests and concerns of non-management employees of the Members. Each Member shall designate up to two (2) individuals from the organization to serve on the IAC. Individuals shall serve on the IAC at the pleasure of the appointing Member and any individual so serving may be removed and replaced by the appointing Member at any time for any reason.
- B. The IAC shall appoint two (2) members of the Committee to serve as Directors of the Authority. Except as expressly described in this Article VII, any individual representing the IAC on the Board of Directors shall have the same duties, responsibilities, and conditions of tenure as each other Director.
- C. The IAC shall select one individual to serve as its Chair. The Chair shall preside over all meetings of the IAC.
- D. The IAC shall function only in an advisory capacity and shall have no authority to take any action or make any decision on behalf of the Authority.
- E. All meetings of the IAC will be called, held and conducted in compliance with the provisions of the Brown Act.
- F. The IAC members shall not receive compensation for their service on the Committee. Expenses incurred by an IAC member at the direction or request of the Board shall be eligible for reimbursement only if approved in advance.
- G. The IAC shall meet at least once annually. Additional meetings may be convened upon request of the Chair or any IAC member, or at the request or direction of the Board.

ARTICLE IX WELLNESS INITIATIVES

Each Member shall promote the health and well-being of its employees through participation in the wellness initiatives adopted by PACE. In furtherance of such initiatives, and to support a wellness program among its own employees, each Member shall:

- 1. Create a wellness leadership team representing management and labor, which meets monthly and assists with providing direction for the program design, implementation, and evaluation;
- 2. Establish an employee wellness committee to provide involvement of the workforce in program design and advocacy;

3. Conduct an audit of the wellness environment in the organization, and identify actions to be taken to support a culture of wellness;
4. Conduct an assessment of employee wellness needs, interests, and challenges;
5. Develop a multi-year wellness program blueprint – including mission, goals, and objectives – to provide an action plan for implementing and evaluating the program, and for sustaining the program to achieve a positive return on investment;
6. Create a wellness program branding;
7. Develop a strategy for engaging employees in the program, including an incentives program plan; and
8. Identify metrics for monitoring and evaluating the program’s progress and outcomes.

**ARTICLE X
FINANCE**

- A. PACE shall operate on a fiscal year from January 1st through December 31st.
- B. No less than 120 days before the end of the fiscal year, the Executive Committee shall adopt an operating budget (“Operating Budget”) for the following fiscal year. A copy of the Operating Budget shall be transmitted to each of the Members.
- C. As necessary, an Operating Account shall be established and maintained by the Program Manager for any the monies that may be received by PACE. Funds from the Operating Account shall be used for the payment of the operating expenses of PACE.
- D. Each Member shall be responsible for the payment of its own insurance premiums.
- E. Each Member shall be responsible for a pro rata share of the fees of the Program Manager and such other expenses as may be authorized by the Board. The amount of each Member’s share shall be calculated on a per employee per month basis.

**ARTICLE XI
INSURANCE COVERAGE AND OTHER SERVICES**

- A. The Program Manager shall, upon Board recommendation, solicit and obtain quotes from insurance carriers for presentation to the Board.
- B. The Board shall determine the carrier(s) and insurance options that will be made available to the Members.
- C. Coverage shall renew as of the first day of each fiscal year.

- D. Each commercially insured Member must purchase its benefits insurance coverage through the JPA. unless the selected carrier(s) refuses to offer a quote for such Member, in which case the Member may either elect to continue as a self-insured Member or be terminated from membership in PACE, pursuant to Article XII.
- E. Each member may select from the available commercial insurance coverage options in accordance with the guidelines set up by carrier(s) and/or the JPA. Once its options have been selected, a Member may not change its selected options for a period of 3 years, provided, however, that under extenuating circumstances a Member may request that this requirement be waived. Any Member requesting a waiver must present its request in writing to the Executive Committee explaining the circumstances and the reasons why the waiver should be granted. The Executive Committee shall have the sole authority to determine, in its absolute discretion, whether or not to grant the waiver. The decision of the Executive Committee shall be final.
- F. Each commercially insured Member will be responsible for the timely payment of its insurance premiums. Failure to pay premiums when due is grounds for termination of membership in the JPA.
- G. PACE will make available the third party administration (TPA) services to its self-insured Members. Self-insured TPA services will be provided by the PACE Program Manager. Members will be expected to utilize the services of TPA PACE's Program Manager unless an exception is granted in writing by the Board.
- H. Self-insured Members securing TPA services through PACE will have access to the pricing negotiated by the TPA and the applicable network.
- I. Self-insured Members will be required to accept the terms and conditions of the TPA service agreement entered into by PACE and the Program Manager.
- J. Each self-insured Member will be fully and solely responsible for the payment of its claims and will be responsible for funding a claims payment account for use by the TPA.
- K. Self-insured Members will be billed directly by the TPA for the TPA services and will be solely responsible for payment of the TPA fees.

ARTICLE XII ACCOUNTS AND RECORDS

- A. The Secretary/Treasurer is the designated depository of PACE funds in compliance with California Government Code 6505.5 and 6505.6.
- B. PACE is strictly accountable for all funds received and dispersed by it and, to that end, PACE shall establish and maintain such funds and accounts as may be required by good accounting practice or by any provision of law or any resolution of PACE. Books and records of PACE in the hands of the Secretary/Treasurer shall be open to inspection at all reasonable times by representatives of the Members. As soon as practical after the close of

each fiscal year, PACE shall give, or cause to be given, a complete written report of all financial activities for such fiscal year to each Member.

- C. The Board of Directors shall make, or contract with a Certified Public Accountant to make, an annual audit of the accounts, records, and financial affairs of PACE. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the California Government Code and shall conform to generally accepted auditing standards and accounting principles. When such an audit of accounts and reports is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members of PACE.

ARTICLE XIII TERMINATION OF MEMBERSHIP

- A. Any Member who has been a member of PACE for at least two (2) years may terminate its membership and its participation in the Joint Powers Agreement by providing notice in the manner prescribed in Section B below. Termination will be effective as of the last day of the then-current fiscal year.
- B. Notice must be given at least 60 days before the end of the fiscal year. Notice must be in writing signed by the chief executive of the Member and submitted with a copy of a resolution of the Member's Board of Trustees authorizing the termination. If a Member submits notice of an intent to terminate, but subsequently decides to remain in PACE, the Member shall not be permitted to submit another termination notice for two years. The Board has the right to impose a termination fee upon any Member who fails to provide notice in the manner required by these Bylaws.
- C. Any Member withdrawing from PACE shall not be eligible to reapply for membership for a period of three (3) years.
- D. The terminating Member will not be eligible to renew any insurance coverage obtained through PACE at the rates available to PACE Members
- E. A Member may be involuntarily terminated from PACE upon a two-thirds (2/3) majority vote of the Executive Committee at any meeting at which a quorum is present.
- F. Grounds for involuntary termination include, but are not limited to, the following:
 - 1. Failure or refusal to abide by the Agreement or Bylaw, and/or any amendment thereto;
 - 2. Any action which in the opinion of the Board is contrary to best the interests, goals and/or objectives of PACE and its Members.
 - 3. Failure of a Member to disclose a material fact to PACE or its Program Manager which, in the opinion of the Board, constitutes fraud, misrepresentation or concealment for the purposes of obtaining coverage with PACE.
 - 4. Failure to qualify for any insurance coverage offered through PACE, if not continuing as a self-insured Member securing TPA services through PACE;
 - 5. Failure for more than 60 days to pay any of its share of the Program Manager's fees;

6. The cancellation of insurance obtained through PACE for non-payment of premiums, or
7. Failure for more than 60 days to make any payment due for TPA services secured through PACE.

Involuntary termination shall have the effect of eliminating the Member as a signatory to the Agreement and as a Member of PACE. Termination shall be effective upon such other date as the Board may specify, but in no case less than thirty (30) days after notice of involuntary termination is given. In the event that termination occurs before the last day of the fiscal year, any insurance obtained by the terminated Member through PACE shall continue until the first day of the month following the termination date.

ARTICLE XIV DISPOSITION OF PROPERTY AND FUNDS

In the event of the dissolution of PACE, the complete rescission, or other final termination of Joint Powers Agreement by all Members then a party to the Agreement, any property interest remaining in PACE following a discharge of all obligations shall be disposed of pursuant to a plan adopted by the Board of Directors with the objective of returning to each Member a pro rata share of the remaining interest. The pro rata share shall be determined by the length of time each entity has been a Member.

ARTICLE XV INVESTMENT OF FUNDS

- A. PACE shall have the power to invest or cause to be invested, in compliance with Section 6509.5 of the California Government Code, such funds as are not necessary for the immediate operation of PACE as allowed by Section 53601 of the California Government Code.
- B. The level of cash to be retained for the actual operation of PACE shall be determined by the Board.

ARTICLE XVI AMENDMENT

- A. Amendment to these Bylaws may be proposed by any Member of the Board.
- B. Except as otherwise provided in these Bylaws, amendments to these Bylaws must be adopted by a two-thirds (2/3) vote of all Directors. Any amendments duly adopted by the Board shall be binding upon all Members of PACE. Any amendment that would alter the rights of the Members or would fundamentally change the purpose of the JPA as established in the Preamble to these Bylaws, must be approved by the unanimous consent of all Directors. The effective date of any amendment will be on the first day of the next month following adoption, unless otherwise stated.

**ARTICLE XVII
SEVERABILITY**

Should any portion, term, condition, or provision of these Bylaws be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XVIII
EFFECTIVE DATE**

These Bylaws shall become effective immediately upon their adoption by the Board.

Approved: August 16, 2016

EXHIBIT B

**AGREEMENT AND ACCEPTANCE OF
AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, the undersigned public agency ("Agency") seeks to become a member of the Public Agency Coalition Enterprise ("PACE");

WHEREAS, the Board of Directors has approved the undersigned's application for membership in PACE,

NOW ,THEREFORE, in consideration of being granted membership in PACE, the Agency hereby accepts and agrees that, as of the Effective Date noted below, it shall be bound by all terms and conditions of the Amended and Restated Joint Exercise of Powers Agreement attached hereto, as if the Agency had been an original signatory thereto.

BY: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. 2016-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PARTICIPATION
AGREEMENT WITH THE PUBLIC AGENCY COALITION ENTERPRISE FOR THE
EMPLOYEE HEALTH INSURANCE PLAN**

WHEREAS, the City of Gustine, has secured a new employee health insurance program through the Public Agency Coalition Enterprise and a Joint Exercise of Powers Agreement (attached) is required; and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council authorizes the City Manager as the designated City representative to execute the Participation Agreement.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gustine that it does hereby authorize the City Manager of the City of Gustine to execute said document with the Deputy City Clerk to attest to said authorization.

The foregoing resolution was passed and adopted by the Gustine City Council on December 6, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dennis Brazil, Mayor

ATTEST:

City Clerk



ITEM NO. 4

COUNCIL AGENDA ITEM

DECEMBER 6, 2016

PREPARED BY: Sean Scully, City Manager

SUBJECT: Interim City Manager Contract / Appointment

BACKGROUND/DISCUSSION

As Council is aware, I will be vacating my position as City Manager at the end of this calendar year. As such, an immediate search was conducted for a suitable short term Interim City Manager candidate. Steve Wright was selected by the City Council after an interview and basic negotiation. The attached agreement is reflective of those discussions. The Interim City Manager will be responsible for all appropriate City Manager functions and will assist the Council in the recruitment process for a permanent City Manager. Mr. Wright is a retired PERS annuitant with over 40 years of City Management experience at Cities including (Truckee, Taft, Big Bear Lake, Wheatland, and Lynwood). Since Mr. Wright is currently retired the accompanying resolution must be passed which approves the agreement and establishes the short term need for his services.

FISCAL IMPACT

The agreement stipulates that Mr. Wright will earn an hourly rate of \$61.63. The agreement also states that under the PERS rules, Mr. Wright cannot work more than 960 hours in a calendar year. At this rate and hour cap, as well as the fact that no benefits or retirement will be provided, the short term savings to the City are substantial and will allow Council to potentially allocate funds toward an executive search firm if they so desire.

RECOMMENDATION

City Council to consider approval of attached resolution and agreement which would initiate the appointment of Steve Wright as the new Interim City Manager.

EXHIBIT

- A) Resolution 2016-XXXX
- B) Interim City Manager Agreement

RESOLUTION NO. 2016-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GUSTINE APPOINTING STEVE WRIGHT AS INTERIM CITY
MANAGER AND APPROVING EMPLOYMENT CONTRACT**

WHEREAS, Government Code Section 21221(h) permits the City Council to appoint a California Public Employees' Retirement System ("CalPERS") retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the position of City Manager will become vacant on December 31, 2016; and

WHEREAS, to ensure the efficient continued operation of the City, the City Council desires to retain the services of Steve Wright, a retired member of CalPERS, to serve as interim City Manager, effective December 7, 2016; and

WHEREAS, Steve Wright has over 40 years of executive level management experience with an extensive history in leading and managing public agencies and entities that interact with public agencies through significant fiscal and organizational challenges, including positions in the cities of Truckee and Wheatland;

WHEREAS, pending the recruitment, selection and employment of a City Manager, the City Council desires to appoint Steve Wright as interim City Manager, pursuant to the authority provided under Government Code Sections 7522.56 and 21221(h), to provide the leadership, managerial and organizational skills necessary to manage the City effectively and efficiently; and

WHEREAS, it is understood by Steve Wright and the City that the combined total hours to be served by Steve Wright in any fiscal year for all CalPERS employers shall not exceed the 960 hour limitation set forth in California Government Code Sections 7522.56 and 21221(h); and

WHEREAS, the City Council has reviewed a proposed employment agreement by and between Steve Wright and the City.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gustine as follows:

SECTION 1. As required by Government Code Section 21221(h), the City Council makes the following findings:

(a) All facts set forth in the Recitals to this Resolution are true and correct; and

(b) Steve Wright has the specialized skills needed to perform the work required of the City Manager until a permanent City Manager is appointed and thereafter begins his or her service; and

(c) It is in the best interests of the City to enter into an employment agreement with and to appoint Steve Wright as interim City Manager for the City pursuant to the authority provided under Government Code Sections 7522.56 and 21221(h).

SECTION 2. Steve Wright is appointed as interim City Manager in accordance with Government Code Sections 7522.56 and 21221(h) and with the provisions of the employment agreement, a copy of which is attached and incorporated herein by this reference.

SECTION 3. The employment agreement with Steve Wright, a copy of which shall be kept on file with the City Clerk, is approved by the City Council effective December 7, 2016.

SECTION 4. The Mayor is authorized to execute said agreement on behalf of the City, with such technical amendments as may be deemed appropriate by the Mayor and the City Attorney.

PASSED AND ADOPTED BY the City Council of the City of Gustine on the 6th day of December, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

**AGREEMENT FOR
CITY MANAGER SERVICES**

THIS AGREEMENT is made and entered into this 6th day of December, 2016 by and between the City of Gustine ("City") and Steve Wright ("Employee"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

RECITALS

This Agreement is made and entered into with respect to the following facts:

- A. City seeks to engage Employee on an interim basis to serve in the position of City Manager in accordance with the terms set forth in this Agreement; and
- B. Employee desires to accept employment as City Manager in consideration of and subject to the terms, conditions and benefits set forth in this Agreement; and
- C. Employee represents that he is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221(h) ("Statutes") and acknowledges that his compensation is statutorily limited as provided in Government Code § 21221(h). Employee represents that he has not received unemployment compensation from a state agency or other CalPERS contracting agency (collectively "CalPERS Agencies") during the 12-month period preceding the effective date of this Agreement. Employee further represents that his CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; and
- D. City has determined that it is necessary to hire Employee, a retired annuitant, because the position of City Manager requires special skills, and Employee, by virtue of his experience has those special skills.

NOW, THEREFORE, City and Employee, in consideration of the mutual covenants and agreements herein contained, agree as follows:

- 1. **DESIGNATION OF CITY MANAGER.** In accordance with Resolution No. 2016-_____, Employee is appointed City Manager of the City under the terms of this Agreement.
- 2. **POSITION AND DUTIES.** Employee has been appointed by the City Council as City Manager of the City to perform the duties and functions pertaining to the City Manager position, and to perform other legally permissible duties and such functions as the City Council shall from time to time assign. The City Council shall have the authority to determine the specific duties and functions which Employee shall perform under this Agreement and the means and manner by which Employee shall perform those duties and functions. Employee agrees to devote all of his business time, skill, attention, and best efforts to the discharge of the duties and functions assigned to him by the City Council.
- 3. **TERM; TERMINATION AND AT-WILL STATUS.** Employee shall commence the performance of his duties as the City Manager on December 7, 2016 or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) June 30, 2017; (ii) upon Employee working his 960th hour for all CalPERS Agencies during fiscal year 2016-2017 or his 960th hour in any subsequent fiscal year; or (iii) upon termination of the Agreement by either Employee or City as provided below.

Employee acknowledges that he is an at-will, temporary employee of the City who shall serve at the pleasure of the City Council at all times during the period of his service hereunder and shall be subject to termination by the City Council at any time without advance notice and without cause. The terms of City's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City employees (collectively "Personnel Policies"), as they may be amended or supplemented from time to time, shall not apply to Employee, and nothing in this Agreement is intended to, or does, confer upon Employee any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of City to terminate the services of Employee and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with City.

4. **COMPENSATION.** City agrees to pay to Employee for services rendered under this Agreement as the City Manager, the hourly rate of \$61.36. The City shall not pay for vacation or holidays, nor shall Employee be entitled to any other fringe benefits.

5. **NOTICE.** Notices required pursuant this Agreement shall be given by personal service upon the party to be notified or by delivery of same to the custody of the United States Postal Service, or its lawful successor, postage prepared and addressed as follows:

CITY
City of Gustine
352 Fifth Street
Gustine, CA 95322
Attention: Mayor

EMPLOYEE
Steve Wright

6. **HOURS OF WORK.** Employee shall devote the time necessary to adequately perform his duties as City Manager. The parties anticipate that Employee will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, community events and other City functions as the City Council may direct. However, in no event shall Employee be required to work in excess of 960 hours in fiscal year 2016-2017 and 960 hours per each subsequent fiscal year for City, including hours worked for other CalPERS Agencies during such fiscal years. The position of City Manager shall be deemed an exempt position under California wage and hour laws.

It is the intent of the parties to compensate Employee only to the extent permitted under the Statutes and corresponding CalPERS regulations and policy statements. The rate of pay set forth above is based on the salary limitations established by CalPERS in accordance with Section 21221(h) which provides that the rate of pay shall be no less than the minimum or greater than the maximum hourly rate for the City Manager position as listed on the City's publicly available pay schedule.

Employee will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for City to CalPERS as may be required. City shall assist in any such reporting obligations to CalPERS. Additionally,

Employee shall keep City continually apprised of any hours worked by Employee for other CalPERS Agencies during the term of this Agreement.

7. **WAIVER**. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding, unless executed in writing by the party making the waiver.

8. **ENTIRE AGREEMENT**. This Agreement constitutes the entire Agreement of the parties considering the subject matter hereof and all prior agreements or understanding, oral or written, are hereby merged herein. This Agreement shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed, and acknowledged by both of the parties thereto. If any portion or provision hereof is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall be effective and shall remain in full force and effect.

CITY OF GUSTINE

By: _____
Dennis Brazil, Mayor

Date: _____

EMPLOYEE

By: _____
Steve Wright

Date: _____



ITEM NO. 5

COUNCIL AGENDA ITEM

DECEMBER 6, 2016

PREPARED BY: Chief Doug Dunford

SUBJECT: **Christmas in the Park**

BACKGROUND/DISCUSSION

The police and recreation departments are submitting a request to hold the "Christmas in the Park" celebration on December 14, 2016 and have all fees waived. Community activities are expected to include: decorating a Christmas Tree, visit with Santa, train rides, bouncy house, live music performed by the Gustine High School Band and a skit by the Gustine High Drama class. The admission to the event is one canned food to be collected and presented to the Lions Club for distribution to the needy over the Christmas Holiday. City Council authorization is required to use various City streets, sidewalks, City Personnel and additional costs to the City.

The police department is asking for the use of the following City streets and sidewalks:

- Closure of 6th Street between 3rd Avenue and 2nd Avenue. This will be used for the train rides.
- Use of the intersection of 6th Street and 3rd Avenue for the train rides.
- Closure of 3rd Avenue from 6th Street to the Alley Way west of the fire department.

FISCAL IMPACT

One uniformed officer will be required to be present from 1600 -2000 hours. Total cost for police services is estimated at (8 hours @ \$47.73 per hour) \$381.84. Public Works will be required to stage and retrieve barricades for this event. Total cost for Public Works assistance is estimated at (6 hours @ \$36.25 per hour) \$217.50.

Total labor costs to the City is estimated at \$600.00.

RECOMMENDATION

City Council to authorize the request from the police department for the use of City streets/sidewalks and City Personnel for the "Christmas in the Park" celebration. City Council to determine which fees, if any, are to be waived.

APPROVED BY:

SEAN SCULLY, CITY MANAGER



ITEM NO. 6

COUNCIL AGENDA ITEM

DECEMBER 6, 2016

PREPARED BY: Chief Doug Dunford

SUBJECT: Feast of St. Antao Parade January 17, 2017

RECOMENDATION:

Approve the following use of certain city streets for the Saint Antao Parade on January 17, 2017, beginning at approximately 7:00 P.M.

BACKGROUND/DISCUSSION

Staff has received a request from Joe Machado, on behalf of the Gustine Pentecost Society, to support a special event celebration. City Council authorization is necessary as the request encompasses the use of city streets. This parade will not cross any major highways, and should not be a major impact on the City Streets utilized.

The parade route is as follows:

Beginning in front of Our Lady of Miracles Church, located at 370 Linden Avenue, proceeding northbound on Linden Avenue, to Lucerne Avenue. Eastbound on Lucerne Avenue, continuing eastbound on Third Avenue and concluding in front of the GPS Hall, located at 500 Third Avenue. The portion of the event involving City Streets should conclude by 7:30 PM

FISCAL IMPACT:

Anticipated Gustine Police PM staffing on January 17, 2017 is one Officer, which will not be adequate for staffing for this event. Staff has decided that one additional officer is need for 2 hours at a cost of roughly \$95. Mr. Machado has requested that the Council waive the police related fees for this parade.

APPROVED BY:

SEAN SCULLY, CITY MANAGER



COUNCIL AGENDA ITEM

DECEMBER 6, 2016

PREPARED BY: Sean Scully, City Manager

SUBJECT: Consider Resolution to Accept Donation of Benches from Gustine Chamber of Commerce

BACKGROUND/DISCUSSION:

The Gustine Chamber of Commerce has very generously purchased benches that it wishes to donate to the City for installation in the Downtown area. The benches have been delivered to City Hall, and staff requests that the City Council formally accept the benches.

Under Government Code sections 37350 and 37351, the City is authorized to accept and receive personal property for the common benefit. These benches clearly meet this standard and will be a welcome addition to the Downtown area, furthering the City's efforts to improve the aesthetics and functionality of the area. Staff requests that this acceptance be documented by adoption of the enclosed resolution.

In addition to formally accepting the benches, the draft resolution authorizes the City Manager to execute any other documentation necessary to reflect the transfer of title to the City, including transferring any associated warranties. The draft resolution also authorizes staff to prepare and file a Form 801. This form is required by the Fair Political Practices Commission to document these types of gifts to the City.

Lastly, staff wishes to thank the Chamber. This is a very generous donation that will help the City's efforts to improve the attractiveness of Downtown.

FISCAL IMPACT:

Minor costs associated with installing the benches.

RECOMMENDATION:

To adopt by vote of the Council members present, attached Resolution which formally accepts the donation of the benches by the Gustine Chamber of Commerce.

EXHIBITS:

A) Resolution 2016-XXXX

RESOLUTION NO. 2016-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
ACCEPTING DONATION OF BENCHES**

WHEREAS, the City of Gustine ("City") is authorized to accept and receive personal property for the common benefit under Government Code sections 37350 and 37351; and

WHEREAS, the Gustine Chamber of Commerce wishes to donate 10 benches to the City for its use; and

WHEREAS, the City Council wishes to formally accept this donation.

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

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

Section 2. Acceptance. The City Council of the City of Gustine hereby accepts title to the ____ benches from the Gustine Chamber of Commerce. The City Council has reviewed the plans for these benches and their installation, and the City Council further determines that the design and installation of the benches shall be accomplished in conformity with the City's existing street plans and specifications.

Section 3. Further Documentation. To the extent necessary or advisable, the City Manager or designee shall prepare and file a Form 801 and other documentation necessary to report or effectuate the donation of the benches to the City. The City Manager or designee is further authorized to execute any documentation necessary to reflect the transfer of title to the City and any associated warranties.

Section 4. Effectiveness. This Resolution shall take effect immediately upon its adoption.

AYES:
NOES:
ABSTAIN:
ABSENT:

Dennis Brazil, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk



ITEM NO. 8

COUNCIL AGENDA ITEM

DECEMBER 6, 2016

PREPARED BY: Sean Scully, City Manager

SUBJECT: Authorization for CMAQ Application Applying for Funding for Phase 2 of the Schmidt Park Trail Project

BACKGROUND/DISCUSSION

The City of Gustine has been awarded funding under CMAQ for phase I of the Schmidt Park trail project. That project has completed design/environmental clearance and will be constructed in the first quarter of 2017. Staff recently presented an update of the project to Council, at that time Council expressed interest in seeing the remainder of the project completed (the South and East sides of the park) which would create a trail loop around the entire park.

Staff has submitted a supplemental CMAQ application requesting funding for the remainder of the trail project (herein titled as Phase 2). Phase 2 is proposed to mirror the style of the first phase - wandering path, dual use pedestrian/bicycle access, benches and other supplemental improvements. Three additional benefits also present themselves with the completion of the project. Firstly, a complete walkable path of travel will be created along the West side of Linden Ave which does not currently exist in complete form on the East Side of Linden. Second, updated ADA ramps would be installed at the Corner of Linden and Meredith Ave. Finally, the completion of this trail section opens up the possibility of completing a similar type of trail down the CCID right of way that extends eastbound toward Meredith (please note that this concept has not been discussed with CCID yet).

FISCAL IMPACT

Due to funding availability it is estimated that Phase 2 of the Schmidt Park Trail project would be split into two sections. The CMAQ program funds 88.53% of approved project

Section A: Design/Engineering in Fiscal Year 18/19 at an estimated budget of \$50,000 (Grant: \$44,265 Local Match: \$5,735).

Section B: Construction FY19/20 at an estimated budget of \$386,875 (Grant: \$342,500 Local Match: \$44,375).

Estimated total project cost: \$436,875 (Grant: \$386,765.44 Local Match: \$50,109.56).

As with previous CMAQ funded projects, the City would apply for supplemental funding to cover the match portions through the Air District if the project qualified. Absent supplemental funding the City of Gustine would be responsible for funding

approximately \$50,109.56. Staff would recommend that a combination of gas tax, road tax (measure V) and park impact fee's be used to satisfy the match portion of the project.

RECOMMENDATION

City Council to consider approving the attached resolution supporting Phase 2 Schmidt Park Trail project CMAQ application and AB 1012 which supports the commitment to the timely use of grant funds if funded. If the project is funded, it will be re-presented to Council during the design phase for additional Council/Community input.

EXHIBIT

- A) Resolution 2016-XXXX
- B) Map

RESOLUTION No. 2016-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE SUPPORTING THE SCHMIDT
PARK SHARED USE PATH EXTENSION CMAQ APPLICATION AND
SUPPORTING AB 1012 – A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION
FUNDING AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE
FEDERAL TRANSPORTATION ACT FOR THE
CMAQ – CONSTRUCT SCHMIDT PARK SHARED USE PATH EXTENSION PROJECT.**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Gustine is able to apply for and receive Federal and State funding under the Federal Transportation Act,

WHEREAS, the City of Gustine desires to ensure that its projects are delivered in a timely manner to preclude the Merced County Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Gustine that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of Gustine must demonstrate dedicated and available local matching funds; and

NOW, THEREFORE BE IT RESOLVED that the City of Gustine City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Merced County Association of Governments Policy Board to terminate an agency's project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED that the City of Gustine City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City of Gustine City Council.

BE IT FURTHER RESOLVED that the City Council supports and authorizes the CMAQ application.

THE FOREGOING RESOLUTION was adopted at a regular meeting of the City Council of the City of Gustine the 6th day of December, 2016 and passed at said meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Dennis Brazil, Mayor

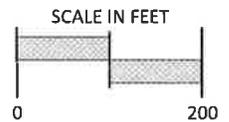
ATTEST:

Melanie Correa, Deputy City Clerk



Schmidt Park

SCALE SHOWN



NOTE: CONCEPTUAL DRAWING. FINAL DESIGN HAS NOT BEEN COMPLETED AND MAY DIFFER FROM WHAT IS SHOWN IN EXHIBIT. ALL IMPROVEMENTS MAY NOT BE SHOWN.

Nov 18, 2016 - 1:35pm
V:\COC\959594\can\hills2016\CMAQ_app.dwg

OWN BY:	DGR
DATE:	11/17/16

City of Gustine CMAQ Application - Improvements Location Map

Attachment D