



## AGENDA CITY OF GUSTINE CITY COUNCIL

COUNCIL CHAMBERS, CITY HALL  
352 5<sup>th</sup> STREET GUSTINE, CALIFORNIA

Teleconference Line 1(872)240-3212 Access code: 528-193-397

**AUGUST 18, 2020 – 6:30 P.M.**

In accordance with State and County "stay-home" orders and in an effort to protect public health and prevent the spread of COVID-19 (novel coronavirus), the City of Gustine will conduct the City Council meeting in accordance with the Governor's Executive Order N-29-20 as follows:

1. Council Chambers at City Hall will be closed to the public. The City Council encourages the public to join the meeting from your computer, tablet or smartphone by following the link: <https://global.gotomeeting.com/join/528193397>
2. Members of the public who wish to comment on matters before the Council, in lieu of doing so in person, may use the following free teleconference line to listen and/or participate in the meeting: [Dial 1\(872\)240-3212, access code: 528-193-397](tel:18722403212). Members of the public who choose to use the teleconference line are urged to place themselves on MUTE while listening in order to reduce static and background noise. Alternatively, members of the public may provide comment on an item by submitting an email to the City Clerk at: [mcorrea@cityofgustine.com](mailto:mcorrea@cityofgustine.com). Email comments will be read aloud at the meeting and included in the record, and will be subject to the same three (3) minute time limit when read aloud. Please include the agenda item in the subject line of the email. All email comments must be received by 5:00 p.m. on Tuesday August 18, 2020 to be included in the meeting.
3. If you have questions or require accommodation, please contact the City Clerk's office at (209) 854-9407 as soon as possible.

### **CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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

### **ROLL CALL**

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Council Members: Alexander – Ford – Turner – Mayor Pro Tem Oliveira – Mayor Nagy

### **PRESENTATIONS**

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### **PUBLIC COMMENT**

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

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

### **CONSENT CALENDAR**

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

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

1. **Minutes of the August 4, 2020 Regular Meeting**  
*Recommendation: Review and approve*
2. **Warrant List**  
*Recommendation: Review and approve*
3. **Treasurer's Report – July 2020**  
*Recommendation: Review and approve*

#### **ADMINISTRATIVE AGENDA**

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4. **Consider Approving Employment Contract for Waste Water Treatment Operator**
  1. *Receive staff report*
  2. *Receive public comment*
  3. *Consider a motion to authorize the City Manager to execute an agreement with Jamison Lemas as Waste Water Treatment Operator*
5. **Consider Resolution Supporting the Reducing Crime and Keeping California Safe Act**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to approve the resolution*
6. **DISCUSSION & DIRECTION: CDBG-CV Application**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Hold discussion and provide Staff with direction*
7. **PUBLIC HEARING – Consider Introduction and Waiver of the First Reading of an Ordinance Relating to the Discontinuance of Water Service for Nonpayment**
  1. *Receive Staff Report*
  2. *Open the public hearing*
  3. *Receive public comment*
  4. *Close the public hearing*
  5. *Consider a motion to introduce and waive the first reading of Ordinance XXX amending the Gustine Municipal Code relating to discontinuance of water service for nonpayment*

#### **CITY DEPARTMENT REPORTS**

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#### **CITY MANAGER REPORT**

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#### **CITY COUNCIL REPORTS**

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#### **CLOSED SESSION**

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#### **ADJOURNMENT**

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**Note:**

1. *In compliance with the Americans with Disabilities Act, a disabled person requesting a disability-related modification or accommodation to participate in this meeting, must contact City Hall at (209) 854-6471 or (209) 854-2127 (fax). Requests must be made as early as possible, preferably one-full business day before the start of the meeting.*

2. Any document provided to a majority of the City Council regarding any open session item on this agenda is available for public inspection during normal business hours at the front counter of City Hall located at 352 5<sup>th</sup> Street, Gustine, CA. Documents or writings received after the general distribution of the agenda are also available for inspection.

**CERTIFICATION**

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5<sup>th</sup> Street, Gustine CA and made available for public review on this 13<sup>th</sup> day of August, 2020, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF  
REGULAR MEETING  
AUGUST 4, 2020**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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Mayor Nagy advised of the meeting modifications in accordance with the Executive Order N-29-20, as stated on the meeting agenda. Mayor Nagy called the meeting to order at 6:30 P.M. and conducted the pledge of allegiance.

**ROLL CALL**

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Council Members: Ford - Alexander – Turner – Mayor Pro Tem Oliveira - Nagy

Staff present: City Manager Doug Dunford, Police Chief Chavez, and Deputy City Clerk/Human Resources Director Melanie Correa

**PRESENTATIONS**

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**1. New Police K-9 Introduction (and K-9 car display)**

Officer Roseen and Fiona

Chief Chavez introduced the newest addition to the department, K-9 Officer Fiona. Chief also thanked Lt. Joseph on his work in getting the K-9 program approved. Chief Chavez gave a brief history on K-9 assistance through the years. Officer Roseen thanked Council, City Manager Dunford and Lt. Joseph for the opportunity to be a handler. There was a period of questions from Council.

**PUBLIC COMMENT**

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Shannon Cherry, 26885 Hwy 140 Gustine, read aloud a complaint she made to the City via email. In her email she reported a complaint of loud bomb-like noises that were going off on July 17<sup>th</sup>. She further relayed that livestock is negatively affected by the excessive noise.

Mike, 27105 Hwy 140 Gustine, inquired why the City abatement program is not being carried out. He reported on the results of his personal 10-day survey of abandoned vehicles that he conducted. City Manager Dunford provided information. There was some discussion.

Patricia Ramos Anderson, with the US Census, advised that City Manager Dunford would be distributing an informational handout from the Census data collection. Mrs. Ramos Anderson advised of the continued need for the Gustine community and rural surrounding areas to provide census data.

**CONSENT CALENDAR**

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

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

**2. Minutes of the July 21, 2020 Regular Meeting**

*Recommendation: Review and approve*

### **3. Warrant List**

*Recommendation: Review and approve*

Mayor Nagy introduced the consent calendar. City Manager Dunford advised that the warrant for Sunset Hills Development (\$22,142.00) was being pulled from consideration. Mayor Pro Tem Oliveira made a motion to approve the consent calendar as amended. The motion was seconded by Council member Ford, and carried 5-0 by roll call vote.

### **ADMINISTRATIVE AGENDA**

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#### **4. PUBLIC HEARING: Consider a Resolution Confirming Diagrams and Levying Assessments for Fiscal Year 2018-2019 for the Citywide, Southport and Borrelli Landscape and Lighting Districts Pursuant to the Landscape and Lighting Act of 1972**

1. *Receive staff report*
2. *Open the Public Hearing*
3. *Close the Public Hearing*
4. *Consider a motion to approve the Resolution confirming diagram and assessment and levying assessment for Fiscal Year 2020-2021*

Finance Manager Birring, via telephone, presented the staff report. Mayor Nagy opened the public hearing at 6:55 P.M., there was no public comment. The public hearing was closed at 6:56 P.M. Mayor Pro Tem Oliveira made a motion to approve the resolution. The motion was seconded by Council member Alexander, and by roll call vote was carried 4-1 with Council member Turner in opposition.

#### **5. Consider a Resolution Designating Voting Delegates for the Annual League of California Cities Conference Business Meeting**

1. *Receive staff report*
2. *Receive public comment*
3. *Consider a motion to approve the resolution*

Deputy Clerk Correa presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to keep the mayoral appointments and nominated Mayor Nagy and Council member Alexander as delegates. City Attorney Zambrano, via telephone, advised that Council discussion was difficult to hear. Council member Alexander advised that he will be out of town during the virtual conference, but could attend if needed. The motion was seconded by Council member Alexander, and carried 5-0 by roll call vote.

#### **6. Consider Approving Local Transportation Fund (LTF) Claim for 2019/2020**

1. *Receive staff report*
2. *Receive public comment*
3. *Consider a motion to approve the resolution*

City Manager Dunford presented the staff report. There was no public comment. Council member Alexander made a motion to approve the resolution. The motion was seconded by Council member Ford and carried 5-0 by roll call vote.

#### **7. Consider Acceptance of Proposal for Public Safety Equipment**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to accept the proposal from Axon for body worn cameras totaling \$68,126.99*

Police Chief Chavez presented the staff report. There was no public comment. After a brief discussion from Council, Mayor Pro Tem Oliveira made a motion to accept the proposal from Axon for body worn cameras totaling \$68,126.99, with the two-year no-interest annual payment plan. The motion was seconded by Council member Alexander, and carried 5-0 by roll call vote.

**8. Consider Authorizing City Manager to enter into an Agreement with the State Water Resources Control Board for Water Meter Replacement Project**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize the City Manager to enter into an agreement with the State Water Resources Control Board*

City Manager Dunford presented the staff report. City Manager Dunford advised that staff had distributed a resolution to formalize Council's direction on this item. City Manager Dunford advised that the resolution would be available by request from the City Clerk. There was some discussion from Council. During public comment, a question was asked whether there would be any cost offset as a result of this project. There was some discussion. Council member Alexander made a motion to authorize the City Manager to enter into an agreement with the State Water Resources Control Board. The motion was seconded by Mayor Pro Tem Oliveira and carried 5-0 by roll call vote. Council member Alexander made a motion to approve the resolution. The motion was seconded by Mayor Pro Tem Oliveira, and carried 5-0 by roll call vote.

**9. Consider Resolution Adopting the AB1012 "Timely Use of Funding" for CMAQ projects**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve the resolution adopting AB102 for North Ave Sidewalk Infill Project and East Avenue Sidewalk Improvement Project*

City Manager Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to approve the resolution. The motion was seconded by Council member Alexander and carried 5-0 by roll call vote.

**CITY DEPARTMENT REPORTS**

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Police Chief Chavez expressed his pride with his department and advised that he had nothing further to report.

Economic Community Development Director Westervelt, via telephone, advised on her ongoing discussions with local businesses and how the City can assist them. She further advised that a draft bid package had been submitted for the tennis courts to USTA for review.

Recreation Manager Vitorino, via telephone, reported on the well-attended activities at the aquatics center. She advised that Fishing Day and Trunk or Treat were in the brainstorming phase to see how restrictions can be accommodated. She advised that the Tennis Club is having a takeout on August 18. Lastly, she reported that 2020 fireworks donations totaled \$21,193.91.

Finance Manager Birring, via telephone, advised of her work in preparation of the FY 19/20 audit. She reported that the Part-Time Accounting Clerk was scheduled to start on Monday.

Deputy City Clerk Correa advised that she had nothing to report.

### **CITY MANAGER REPORT**

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City Manager Dunford reported that Well #5 was back online with the City's water system. City Manager Dunford inquired which Council members would like to be registered for the virtual League Annual Conference. He further advised that Engie has completed updated lighting at several City facilities. He advised on the status of the Schmidt Park and Meredith Ave walking paths. Lastly, he advised that Staff was working on going digital with Council meetings.

### **CITY COUNCIL REPORTS**

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Council member Ford inquired when the Public Works Yard was being moved, to which City Manager Dunford provided information. He further inquired whether Schmidt Park would be irrigated in the coming days, to which City Manager Dunford provided information.

Council member Turner inquired for an update on graffiti abatement, to which Police Chief Chavez provided information. Several areas where graffiti was present was mentioned and Chief Chavez reported that his department would follow up.

Council member Alexander inquired on extra patrol in Borrelli Ranch, to which Chief Chavez responded.

Mayor Pro Tem Oliveira reminded Staff of the need to encompass the totality of residents in the Borrelli Ranch lighting and landscape district.

Mayor Nagy expressed his desire to get businesses back open as quickly as possible.

### **CLOSED SESSION**

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### **ADJOURNMENT**

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Mayor Nagy adjourned the meeting at 7:47 P.M.



# Warrant List By Vendor Name

Post Dates 08/05/2020 - 08/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
<b>Vendor: ACE HARDWARE OF GUSTINE</b>				
ACE HARDWARE OF GUSTINE	456768	08/18/2020	DUSTER FOR CLEANING	4.87
ACE HARDWARE OF GUSTINE	456768	08/18/2020	DUSTER FOR CLEANING	4.22
ACE HARDWARE OF GUSTINE	456768	08/18/2020	DUSTER FOR CLEANING	3.89
ACE HARDWARE OF GUSTINE	456768	08/18/2020	DUSTER FOR CLEANING	9.73
ACE HARDWARE OF GUSTINE	456768	08/18/2020	DUSTER FOR CLEANING	9.73
ACE HARDWARE OF GUSTINE	456769	08/18/2020	OIL BAR&CHAIN FOR CHAIN...	5.52
ACE HARDWARE OF GUSTINE	456769	08/18/2020	OIL BAR&CHAIN FOR CHAIN...	4.78
ACE HARDWARE OF GUSTINE	456769	08/18/2020	OIL BAR&CHAIN FOR CHAIN...	4.41
ACE HARDWARE OF GUSTINE	456769	08/18/2020	OIL BAR&CHAIN FOR CHAIN...	11.03
ACE HARDWARE OF GUSTINE	456769	08/18/2020	OIL BAR&CHAIN FOR CHAIN...	11.04
ACE HARDWARE OF GUSTINE	456925	08/18/2020	WATER REPAIR PART	6.96
ACE HARDWARE OF GUSTINE	457128	08/18/2020	INSECT KILLER	29.21
ACE HARDWARE OF GUSTINE	457434	08/18/2020	LITHIUM BATTERY	0.75
ACE HARDWARE OF GUSTINE	457434	08/18/2020	LITHIUM BATTERY	0.65
ACE HARDWARE OF GUSTINE	457434	08/18/2020	LITHIUM BATTERY	0.60
ACE HARDWARE OF GUSTINE	457434	08/18/2020	LITHIUM BATTERY	1.49
ACE HARDWARE OF GUSTINE	457434	08/18/2020	LITHIUM BATTERY	1.48
ACE HARDWARE OF GUSTINE	457451	08/18/2020	GORILLA TAPE	0.97
ACE HARDWARE OF GUSTINE	457451	08/18/2020	GORILLA TAPE	0.84
ACE HARDWARE OF GUSTINE	457451	08/18/2020	GORILLA TAPE	0.78
ACE HARDWARE OF GUSTINE	457451	08/18/2020	GORILLA TAPE	1.94
ACE HARDWARE OF GUSTINE	457451	08/18/2020	GORILLA TAPE	1.95
ACE HARDWARE OF GUSTINE	457456	08/18/2020	PARKS IRRIGATION PARTS	25.31
ACE HARDWARE OF GUSTINE	457470	08/18/2020	PARKS IRRIGATION PARTS	2.80
ACE HARDWARE OF GUSTINE	457592	08/18/2020	PLUMBING EPOXY	7.13
ACE HARDWARE OF GUSTINE	457640	08/18/2020	WWTP GENERAL SUPPLY	23.98
ACE HARDWARE OF GUSTINE	457664	08/18/2020	PLUMBING EPOXY	7.13
ACE HARDWARE OF GUSTINE	457730	08/18/2020	AIRPORT GENERAL SUPPLIES	8.22
ACE HARDWARE OF GUSTINE	457741	08/18/2020	GREASE FOR AIRPORT HAN...	6.48
<b>Vendor ACE HARDWARE OF GUSTINE Total:</b>				<b>197.89</b>
<b>Vendor: AFLAC ADMINISTRATIVE SERVICES</b>				
AFLAC ADMINISTRATIVE SERV..	PR-8/1/20	08/18/2020	PAYROLL DEDUCTIONS	978.16
<b>Vendor AFLAC ADMINISTRATIVE SERVICES Total:</b>				<b>978.16</b>
<b>Vendor: ALHAMBRA &amp; SIERRA SPRINGS</b>				
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	3.87
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	3.87
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	19.34
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	5.80
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	5.80
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	3.87
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	5.80
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	29.01
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	38.67
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	38.67
ALHAMBRA & SIERRA SPRI...	12652410 072420	08/18/2020	WATER DELIVERY	38.67
<b>Vendor ALHAMBRA &amp; SIERRA SPRINGS Total:</b>				<b>193.37</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
<b>Vendor: AMAZON CAPITAL SERVICES, INC.</b>				
AMAZON CAPITAL SERVICES,..	113-1153358-8348207	08/18/2020	PUBLIC WORKS WALL CLOCK	8.39
AMAZON CAPITAL SERVICES,..	113-1153358-8348207	08/18/2020	PUBLIC WORKS WALL CLOCK	7.27
AMAZON CAPITAL SERVICES,..	113-1153358-8348207	08/18/2020	PUBLIC WORKS WALL CLOCK	6.72
AMAZON CAPITAL SERVICES,..	113-1153358-8348207	08/18/2020	PUBLIC WORKS WALL CLOCK	16.79
AMAZON CAPITAL SERVICES,..	113-1153358-8348207	08/18/2020	PUBLIC WORKS WALL CLOCK	16.79
<b>Vendor AMAZON CAPITAL SERVICES, INC. Total:</b>				<b>55.96</b>
<b>Vendor: ARAMARK UNIFORM SERVICES INC</b>				
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	2.94
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	2.65
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	6.17
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	12.05
ARAMARK UNIFORM SERVI...	637574933	08/18/2020	UNIFORM ALLOWANCE	2.64
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	4.26
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	4.26
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	8.52
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	7.67
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	17.89
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	34.93
ARAMARK UNIFORM SERVI...	637587378	08/18/2020	PW UNIFORMS	7.66
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	2.94
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	2.65
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	6.17
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	12.05
ARAMARK UNIFORM SERVI...	637599769	08/18/2020	UNIFORM ALLOWANCE	2.64
<b>Vendor ARAMARK UNIFORM SERVICES INC Total:</b>				<b>143.97</b>
<b>Vendor: BAKER SUPPLIES AND REPAIRS</b>				
BAKER SUPPLIES AND REPAI...	65983	08/18/2020	WEED EATERS AND EDGERS...	43.50
<b>Vendor BAKER SUPPLIES AND REPAIRS Total:</b>				<b>43.50</b>
<b>Vendor: BRET NELSON</b>				
BRET NELSON	022316 CAL GANG FULL AC...	08/11/2020	MILEAGE TRAINING GANGS ...	-208.08
<b>Vendor BRET NELSON Total:</b>				<b>-208.08</b>
<b>Vendor: CAPITOL ADVOCACY PARTNERS</b>				
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	114.80
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	114.80
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	574.00
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	172.20
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	172.20
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	114.80
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	172.20
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	861.00
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	1,148.00
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	1,148.00
CAPITOL ADVOCACY PARTN...	2020CAP73	08/18/2020	FEDERAL ADVOCACY & GRA...	1,148.00
<b>Vendor CAPITOL ADVOCACY PARTNERS Total:</b>				<b>5,740.00</b>
<b>Vendor: CINTAS CORPORATION #3</b>				
CINTAS CORPORATION #3	1901499312	08/18/2020	DISPOSABLE FACE MASKS	6.50
CINTAS CORPORATION #3	1901499312	08/18/2020	DISPOSABLE FACE MASKS	5.63
CINTAS CORPORATION #3	1901499312	08/18/2020	DISPOSABLE FACE MASKS	5.20

Warrant List

Post Dates: 08/05/2020 - 08/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CINTAS CORPORATION #3	1901499312	08/18/2020	DISPOSABLE FACE MASKS	12.99
CINTAS CORPORATION #3	1901499312	08/18/2020	DISPOSABLE FACE MASKS	12.98
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	8.73
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	8.73
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	17.47
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	15.72
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	36.68
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	71.62
CINTAS CORPORATION #3	4056509173	08/18/2020	UNIFORM ALLOWANCE	15.73
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	8.73
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	8.73
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	17.47
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	15.72
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	36.68
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	71.62
CINTAS CORPORATION #3	4057151183	08/18/2020	PW UNIFORMS	15.73
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	14.06
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	14.06
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	28.12
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	25.31
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	59.06
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	115.30
CINTAS CORPORATION #3	4057790555	08/18/2020	PW Uniform	25.32
<b>Vendor CINTAS CORPORATION #3 Total:</b>				<b>673.89</b>
<b>Vendor: CITY OF GUSTINE</b>				
CITY OF GUSTINE	AUGUST 2018 BORRELLI W...	08/11/2020	BORRELLI WATER	-1,287.03
<b>Vendor CITY OF GUSTINE Total:</b>				<b>-1,287.03</b>
<b>Vendor: COREY BAYER</b>				
COREY BAYER	OCT2019-R	08/11/2020	REIMBURSEMENT - FUEL P...	-30.00
COREY BAYER	PR-8/1/20	08/18/2020	REIMBURSEMENT FOR MEA...	232.50
<b>Vendor COREY BAYER Total:</b>				<b>202.50</b>
<b>Vendor: CSG CONSULTING - PRECISION</b>				
CSG CONSULTING - PRECISI...	31811	08/18/2020	BUILDING OFFICIAL SERVICES	294.00
CSG CONSULTING - PRECISI...	31877	08/18/2020	SENIOR PLANNER SERVICES	249.00
CSG CONSULTING - PRECISI...	31877	08/18/2020	SENIOR PLANNER SERVICES	2,880.00
CSG CONSULTING - PRECISI...	B200798	08/18/2020	BUILDING PLAN REVIEW SE...	1,095.75
<b>Vendor CSG CONSULTING - PRECISION Total:</b>				<b>4,518.75</b>
<b>Vendor: DANIEL HERNANDEZ</b>				
DANIEL HERNANDEZ	REFUND MARCH 2017 PARK..	08/11/2020	REFUND FOR PARK RENTAL ...	-10.00
<b>Vendor DANIEL HERNANDEZ Total:</b>				<b>-10.00</b>
<b>Vendor: DOM SOLAR LESSOR I, LP</b>				
DOM SOLAR LESSOR I, LP	16589057	08/18/2020	WW ELECTRIC	12,744.52
DOM SOLAR LESSOR I, LP	16238052	08/11/2020	WW ELECTRIC 5/1/20 - 5/31...	12,980.30
<b>Vendor DOM SOLAR LESSOR I, LP Total:</b>				<b>25,724.82</b>
<b>Vendor: EFTPS</b>				
EFTPS	PR-8/1/20	08/18/2020	PAYROLL TAXES	7,828.32
EFTPS	PR-8/1/2020	08/18/2020	PAYROLL TAXES	1,830.76
EFTPS	PR-08/1/20	08/18/2020	PAYROLL TAXES	4,915.80
<b>Vendor EFTPS Total:</b>				<b>14,574.88</b>
<b>Vendor: ELENA JIMENEZ TORREZ</b>				
ELENA JIMENEZ TORREZ	7/29/2020	08/18/2020	COVID RENTAL REFUND	85.00

## Warrant List

Post Dates: 08/05/2020 - 08/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ELENA JIMENEZ TORREZ	7/29/2020	08/18/2020	COVID RENTAL REFUND	148.74
<b>Vendor ELENA JIMENEZ TORREZ Total:</b>				<b>233.74</b>
<b>Vendor: EMERGENCY VEHICLE SYSTEMS</b>				
EMERGENCY VEHICLE SYST...	6341-R	08/11/2020	PD SUPPLIES	-268.20
<b>Vendor EMERGENCY VEHICLE SYSTEMS Total:</b>				<b>-268.20</b>
<b>Vendor: EMPLOYMENT DEVELOPMENT DEPT</b>				
EMPLOYMENT DEVELOPME...	PR-8/1/2020	08/18/2020	PAYROLL TAXES	2,059.81
EMPLOYMENT DEVELOPME...	PR-08/1/2020	08/18/2020	PAYROLL TAXES	624.08
<b>Vendor EMPLOYMENT DEVELOPMENT DEPT Total:</b>				<b>2,683.89</b>
<b>Vendor: ENGIE SERVICES U.S. INC.</b>				
ENGIE SERVICES U.S. INC.	90012405	08/18/2020	CONSTRUCTION SERVICES - ...	143,463.35
<b>Vendor ENGIE SERVICES U.S. INC. Total:</b>				<b>143,463.35</b>
<b>Vendor: EVO EMERGENCY VECHICLE OPERATIONS LLC</b>				
EVO EMERGENCY VECHICLE...	17117	08/05/2020	2017 Dodge Charger K9	46,244.23
<b>Vendor EVO EMERGENCY VECHICLE OPERATIONS LLC Total:</b>				<b>46,244.23</b>
<b>Vendor: FASTENAL COMPANY</b>				
FASTENAL COMPANY	CALOB55655	08/18/2020	PW CAPS AND VESTS	14.95
FASTENAL COMPANY	CALOB55655	08/18/2020	PW CAPS AND VESTS	12.96
FASTENAL COMPANY	CALOB55655	08/18/2020	PW CAPS AND VESTS	11.96
FASTENAL COMPANY	CALOB55655	08/18/2020	PW CAPS AND VESTS	29.90
FASTENAL COMPANY	CALOB55655	08/18/2020	PW CAPS AND VESTS	29.91
<b>Vendor FASTENAL COMPANY Total:</b>				<b>99.68</b>
<b>Vendor: GILTON SOLID WASTE MANAGEMENT INC</b>				
GILTON SOLID WASTE MAN...	August 2020	08/18/2020	REFUSE SERVICE AUGUST 2...	40,584.92
<b>Vendor GILTON SOLID WASTE MANAGEMENT INC Total:</b>				<b>40,584.92</b>
<b>Vendor: GISSELLE CARRILLO</b>				
GISSELLE CARRILLO	CLINIC OVERPAY CARRITTO ,...	08/11/2020	DOG CLINIC OVERPAYMENT...	-6.00
<b>Vendor GISSELLE CARRILLO Total:</b>				<b>-6.00</b>
<b>Vendor: GUERREROS TIRE AND AUTO REPAIR INC.</b>				
GUERREROS TIRE AND AUTO..	7/21/2020	08/18/2020	FOR TRAILER SEWER WATER...	3.00
GUERREROS TIRE AND AUTO..	7/21/2020	08/18/2020	FOR TRAILER SEWER WATER...	2.60
GUERREROS TIRE AND AUTO..	7/21/2020	08/18/2020	FOR TRAILER SEWER WATER...	2.40
GUERREROS TIRE AND AUTO..	7/21/2020	08/18/2020	FOR TRAILER SEWER WATER...	6.00
GUERREROS TIRE AND AUTO..	7/21/2020	08/18/2020	FOR TRAILER SEWER WATER...	6.00
<b>Vendor GUERREROS TIRE AND AUTO REPAIR INC. Total:</b>				<b>20.00</b>
<b>Vendor: GUSTINE DEPOT GARAGE, LLC</b>				
GUSTINE DEPOT GARAGE, L...	0022902	08/18/2020	VEHICLE MAINTENANCE	26.97
GUSTINE DEPOT GARAGE, L...	0022902	08/18/2020	VEHICLE MAINTENANCE	23.37
GUSTINE DEPOT GARAGE, L...	0022902	08/18/2020	VEHICLE MAINTENANCE	21.58
GUSTINE DEPOT GARAGE, L...	0022902	08/18/2020	VEHICLE MAINTENANCE	53.94
GUSTINE DEPOT GARAGE, L...	0022902	08/18/2020	VEHICLE MAINTENANCE	53.94
GUSTINE DEPOT GARAGE, L...	0022916	08/18/2020	COOLING SYSTEM FLUID EX...	26.47
GUSTINE DEPOT GARAGE, L...	0022916	08/18/2020	COOLING SYSTEM FLUID EX...	22.94
GUSTINE DEPOT GARAGE, L...	0022916	08/18/2020	COOLING SYSTEM FLUID EX...	21.17
GUSTINE DEPOT GARAGE, L...	0022916	08/18/2020	COOLING SYSTEM FLUID EX...	52.94
GUSTINE DEPOT GARAGE, L...	0022916	08/18/2020	COOLING SYSTEM FLUID EX...	52.93
GUSTINE DEPOT GARAGE, L...	0023003	08/18/2020	BATTERY AND STOP LIGHT	279.01
GUSTINE DEPOT GARAGE, L...	0023201	08/18/2020	TIRE MAINTENANCE	20.00
<b>Vendor GUSTINE DEPOT GARAGE, LLC Total:</b>				<b>655.26</b>
<b>Vendor: GUSTINE HIGH SCHOOL</b>				
GUSTINE HIGH SCHOOL	BASKETBALL CLINIC 2018-R	08/11/2020	BASKETBALL CLINIC 2018 11...	-398.77

## Warrant List

Post Dates: 08/05/2020 - 08/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
GUSTINE HIGH SCHOOL	OPEN GYM SESSION -R	08/11/2020	ADULT OPEN GYM FEB, MA...	-155.00
<b>Vendor GUSTINE HIGH SCHOOL Total:</b>				<b>-553.77</b>
<b>Vendor: HALYCON CREEK INC. (DBA MID VALLEY I.T.)</b>				
HALYCON CREEK INC. (DBA...	202137470	08/18/2020	MONITOR FOR FABIOLA	15.29
HALYCON CREEK INC. (DBA...	202137470	08/18/2020	MONITOR FOR FABIOLA	3.82
HALYCON CREEK INC. (DBA...	202137470	08/18/2020	MONITOR FOR FABIOLA	57.34
HALYCON CREEK INC. (DBA...	202137470	08/18/2020	MONITOR FOR FABIOLA	57.34
HALYCON CREEK INC. (DBA...	202137470	08/18/2020	MONITOR FOR FABIOLA	57.33
HALYCON CREEK INC. (DBA...	202137565	08/18/2020	COVID COMPUTERS FOR CIT...	778.31
HALYCON CREEK INC. (DBA...	202137565	08/18/2020	COVID COMPUTERS FOR CIT...	194.58
HALYCON CREEK INC. (DBA...	202137565	08/18/2020	COVID COMPUTERS FOR CIT...	2,918.68
HALYCON CREEK INC. (DBA...	202137565	08/18/2020	COVID COMPUTERS FOR CIT...	2,918.68
HALYCON CREEK INC. (DBA...	202137565	08/18/2020	COVID COMPUTERS FOR CIT...	2,918.67
HALYCON CREEK INC. (DBA...	202137570	08/18/2020	CAMERA FOR DEPT HEADS	23.35
HALYCON CREEK INC. (DBA...	202137570	08/18/2020	CAMERA FOR DEPT HEADS	5.84
HALYCON CREEK INC. (DBA...	202137570	08/18/2020	CAMERA FOR DEPT HEADS	87.56
HALYCON CREEK INC. (DBA...	202137570	08/18/2020	CAMERA FOR DEPT HEADS	87.56
HALYCON CREEK INC. (DBA...	202137570	08/18/2020	CAMERA FOR DEPT HEADS	87.54
<b>Vendor HALYCON CREEK INC. (DBA MID VALLEY I.T.) Total:</b>				<b>10,211.89</b>
<b>Vendor: IEH-JL ANALYTICAL</b>				
IEH-JL ANALYTICAL	505856	08/18/2020	WWTP SAMPLES	233.00
<b>Vendor IEH-JL ANALYTICAL Total:</b>				<b>233.00</b>
<b>Vendor: INFOSEND BILLING</b>				
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	72.36
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	42.73
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	42.92
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	72.36
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	42.73
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	72.36
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	42.73
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	72.36
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	42.73
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	72.42
INFOSEND BILLING	175526	08/18/2020	PRINT AND INSERTION FEE	42.73
<b>Vendor INFOSEND BILLING Total:</b>				<b>618.43</b>
<b>Vendor: JAMISON LEMAS</b>				
JAMISON LEMAS	SEPT2019-R	08/11/2020	REIMBURSEMENT - WWO G...	-295.00
<b>Vendor JAMISON LEMAS Total:</b>				<b>-295.00</b>
<b>Vendor: JENNIFER HALPIN</b>				
JENNIFER HALPIN	15-2020July	08/18/2020	ASSISTANCE W/ GUSTINE R...	1,092.50
<b>Vendor JENNIFER HALPIN Total:</b>				<b>1,092.50</b>
<b>Vendor: JONATHAN ROBERT FLANAGAN</b>				
JONATHAN ROBERT FLANA...	C620-R	08/11/2020	SHIRTS BASEBALL CLINIC	-336.96
<b>Vendor JONATHAN ROBERT FLANAGAN Total:</b>				<b>-336.96</b>
<b>Vendor: JULIANNA'S PARTY ESSENTIALS</b>				
JULIANNA'S PARTY ESSENTI...	REIMB OVERPYMNT	08/18/2020	REIMB OVERPAYMENT ON ...	5.00
<b>Vendor JULIANNA'S PARTY ESSENTIALS Total:</b>				<b>5.00</b>
<b>Vendor: MERCED COUNTY CHIEF'S ASSOCIATION</b>				
MERCED COUNTY CHIEF'S A...	JANUARY 2017 CHIEF ASSOC..	08/11/2020	ANNUAL MEMBERSHIP 2017	-100.00
<b>Vendor MERCED COUNTY CHIEF'S ASSOCIATION Total:</b>				<b>-100.00</b>

Warrant List

Post Dates: 08/05/2020 - 08/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
<b>Vendor: MODERN WILDLIFE SOLUTIONS</b>				
MODERN WILDLIFE SOLUTI...	7400	08/18/2020	MONTHLY ABATEMENT AT ...	300.00
<b>Vendor MODERN WILDLIFE SOLUTIONS Total:</b>				<b>300.00</b>
<b>Vendor: NEWMAN ACE HARDWARE</b>				
NEWMAN ACE HARDWARE	767967	08/18/2020	CHLORINE FOR POOL	45.16
<b>Vendor NEWMAN ACE HARDWARE Total:</b>				<b>45.16</b>
<b>Vendor: NINEL CARRILLO</b>				
NINEL CARRILLO	CLINIC OVERPAY CARRITTO ,...	08/11/2020	DOG CLINIC OVERPAYMENT...	-6.00
<b>Vendor NINEL CARRILLO Total:</b>				<b>-6.00</b>
<b>Vendor: NOB HILL FOODS</b>				
NOB HILL FOODS	2324006808ASTR -R	08/11/2020	POOL SNACK BAR	-24.94
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-4.18
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-1.39
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-1.39
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-0.56
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-9.75
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-7.80
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-1.39
NOB HILL FOODS	2325056927ASTR-R	08/11/2020	MEETINGS & TRAININGS	-1.39
NOB HILL FOODS	234204117ASTR -R	08/11/2020	POOL SNACK BAR	-29.92
<b>Vendor NOB HILL FOODS Total:</b>				<b>-82.71</b>
<b>Vendor: OFFICE TEAM</b>				
OFFICE TEAM	56156996	08/18/2020	CONTRACT SERVICES	882.00
<b>Vendor OFFICE TEAM Total:</b>				<b>882.00</b>
<b>Vendor: ONSOLVE INTERMEDIATE HOLDING COMPANY</b>				
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	1,000.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	20.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	20.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	20.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	330.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	330.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	200.00
ONSOLVE INTERMEDIATE H...	INV54661821877	08/18/2020	CODE RED - ALERT SYSTEM	10.00
<b>Vendor ONSOLVE INTERMEDIATE HOLDING COMPANY Total:</b>				<b>2,000.00</b>
<b>Vendor: OPERATING ENGINEERS LOCAL #3</b>				
OPERATING ENGINEERS LO...	PR-8/1/20	08/18/2020	PAYROLL DEDUCTIONS	250.00
<b>Vendor OPERATING ENGINEERS LOCAL #3 Total:</b>				<b>250.00</b>
<b>Vendor: O'REILLY AUTO ENTERPRISES, LLC</b>				
O'REILLY AUTO ENTERPRISES..	5718-218464	08/18/2020	ANTIFREEZE	4.54
O'REILLY AUTO ENTERPRISES..	5718-218464	08/18/2020	ANTIFREEZE	3.94
O'REILLY AUTO ENTERPRISES..	5718-218464	08/18/2020	ANTIFREEZE	3.63
O'REILLY AUTO ENTERPRISES..	5718-218464	08/18/2020	ANTIFREEZE	9.09
O'REILLY AUTO ENTERPRISES..	5718-218464	08/18/2020	ANTIFREEZE	9.09
O'REILLY AUTO ENTERPRISES..	5718-219460	08/18/2020	FOR WELL #5 GENERATOR ...	32.45
O'REILLY AUTO ENTERPRISES..	5718-219567	08/18/2020	REPLACEMENT FOR THEFT ...	76.84
<b>Vendor O'REILLY AUTO ENTERPRISES, LLC Total:</b>				<b>139.58</b>

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
<b>Vendor: P G &amp; E</b>				
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	4,201.87
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	94.42
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	69.46
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	1,011.73
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	38.37
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	39.57
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	1,437.65
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	63.15
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	1,844.26
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	5,493.14
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	52.83
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	7,566.54
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	3,352.34
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	388.03
P G & E	100711	08/18/2020	GAS AND ELECTRIC JULY 20...	203.68
<b>Vendor P G &amp; E Total:</b>				<b>25,857.04</b>
<b>Vendor: PACIFIC STAR CHEMICAL, LLC.</b>				
PACIFIC STAR CHEMICAL, LL...	174864	08/18/2020	CHLORINE FOR WELL #4	678.12
PACIFIC STAR CHEMICAL, LL...	174865	08/18/2020	CHLORINE FOR POOL	1,432.89
PACIFIC STAR CHEMICAL, LL...	174867	08/18/2020	CHLORINE FOR WELL #6	884.50
PACIFIC STAR CHEMICAL, LL...	174868	08/18/2020	CHLORINE FOR WELL #5	589.67
<b>Vendor PACIFIC STAR CHEMICAL, LLC. Total:</b>				<b>3,585.18</b>
<b>Vendor: PARREIRAS AUTO REPAIR</b>				
PARREIRAS AUTO REPAIR	43583	08/18/2020	PW RR TIRE	4.28
PARREIRAS AUTO REPAIR	43583	08/18/2020	PW RR TIRE	3.70
PARREIRAS AUTO REPAIR	43583	08/18/2020	PW RR TIRE	3.42
PARREIRAS AUTO REPAIR	43583	08/18/2020	PW RR TIRE	8.55
PARREIRAS AUTO REPAIR	43583	08/18/2020	PW RR TIRE	8.55
<b>Vendor PARREIRAS AUTO REPAIR Total:</b>				<b>28.50</b>
<b>Vendor: POLICE OFFICERS ASSOC</b>				
POLICE OFFICERS ASSOC	PR- 4/14/18-R	08/11/2020	PAYROLL DEDUCTIONS	-300.00
POLICE OFFICERS ASSOC	PR- 7/22/17-R	08/11/2020	PAYROLL DEDUCTIONS	-360.00
POLICE OFFICERS ASSOC	PR-8/1/20	08/18/2020	PAYROLL DEDUCTIONS	480.00
<b>Vendor POLICE OFFICERS ASSOC Total:</b>				<b>-180.00</b>
<b>Vendor: PUBLIC EMP RETIREMENT SYSTEM</b>				
PUBLIC EMP RETIREMENT S...	PR-8/1/20	08/18/2020	RETIREMENT CONTRIBUTIO...	15,094.34
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	926.76
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	1,895.74
PUBLIC EMP RETIREMENT S...	PR-08/01/20	08/18/2020	RETIREMENT CONTRIBUTIO...	1,895.74
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	39.77
PUBLIC EMP RETIREMENT S...	PR-8/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	39.75
PUBLIC EMP RETIREMENT S...	PR-8/1/20EEPEPRASAFETY	08/18/2020	RETIREMENT CONTRIBUTIO...	1,406.60
PUBLIC EMP RETIREMENT S...	PR-8/1/20EEPEPRAMISC	08/18/2020	RETIREMENT CONTRIBUTIO...	1,340.17

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PUBLIC EMP RETIREMENT S...	PR-8/1/20EECLASSICMISC	08/18/2020	RETIREMENT CONTRIBUTIO...	1,240.37
PUBLIC EMP RETIREMENT S...	PR-8/1/20EECLASSICSAEFTY	08/18/2020	RETIREMENT CONTRIBUTIO...	643.37
PUBLIC EMP RETIREMENT S...	PR-8/1/20ERPEPRASAFETY	08/18/2020	RETIREMENT CONTRIBUTIO...	1,411.82
PUBLIC EMP RETIREMENT S...	PR-8/1/20ERPEPRAMISC	08/18/2020	RETIREMENT CONTRIBUTIO...	1,535.17
PUBLIC EMP RETIREMENT S...	PR-8/1/20ERCLASSICMISC	08/18/2020	RETIREMENT CONTRIBUTIO...	1,864.58
PUBLIC EMP RETIREMENT S...	PR-8/1/20ERCLASSICSAFETY	08/18/2020	RETIREMENT CONTRIBUTIO...	1,496.65
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	15.00
PUBLIC EMP RETIREMENT S...	PR-08/1/2020	08/18/2020	RETIREMENT CONTRIBUTIO...	15.00
<b>Vendor PUBLIC EMP RETIREMENT SYSTEM Total:</b>				<b>34,701.92</b>
<b>Vendor: RABOBANK, CARDMEMBER SERVICES</b>				
RABOBANK, CARDMEMBER ...	020317 CC DD CHRSTMS PA...	08/11/2020	CHRISTMAS IN THE PARK	-21.55
RABOBANK, CARDMEMBER ...	020317 CC DD TRNG-R	08/11/2020	HOTEL PD TRAINING	-178.21
RABOBANK, CARDMEMBER ...	020317 CC JW NAMEPLATES...	08/11/2020	COUNCIL NAMEPLATES	-18.69
RABOBANK, CARDMEMBER ...	020317 CC JW POSTAGE-R	08/11/2020	POSTAGE PYMNT TRACKAB...	-23.75
RABOBANK, CARDMEMBER ...	020317 CC KR MOVIE NT SU...	08/11/2020	SUPPLIES FOR MOVIE NIGHT	-114.21
RABOBANK, CARDMEMBER ...	020317 CC KR MOVIE SUPPL...	08/11/2020	MOVIE NIGHT TICKETS, SUP...	-55.88
RABOBANK, CARDMEMBER ...	020317 CC KR PW BOOKS-R	08/11/2020	PW BOOKS	-94.16
RABOBANK, CARDMEMBER ...	020317 CC KR PW BOOKS-R	08/11/2020	PW BOOKS	-94.16
RABOBANK, CARDMEMBER ...	020317 CC KR PW BOOKS-R	08/11/2020	PW BOOKS	-97.02
RABOBANK, CARDMEMBER ...	020317 CC KR REC MEMBR...	08/11/2020	REC SOCIETY MEMBERSHIP	-165.00
RABOBANK, CARDMEMBER ...	020317 CC KR REC POPMC...	08/11/2020	POPCORN MACHINE DOOR ...	-22.95
RABOBANK, CARDMEMBER ...	020317 CC KR REC STORAGE...	08/11/2020	TUBS FOR REC STORAGE	-48.33
RABOBANK, CARDMEMBER ...	020317 CC KR SURVEY REC-R	08/11/2020	REC SURVEY	-26.00
RABOBANK, CARDMEMBER ...	CM12221 HOME DEPOT-R	08/11/2020	HOME DEPOT CREDIT FOR R...	147.28
<b>Vendor RABOBANK, CARDMEMBER SERVICES Total:</b>				<b>-812.63</b>
<b>Vendor: RACHEL BAXTER</b>				
RACHEL BAXTER	REIMB PLANNING FEE	08/18/2020	REIMB PLANNING FEE BLDG...	500.00
<b>Vendor RACHEL BAXTER Total:</b>				<b>500.00</b>
<b>Vendor: RICO PFITZER PIRES &amp; ASSOC</b>				
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-6.07
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-3.37
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-10.45
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-10.12
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-236.01
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-33.71
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-14.50
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-1.69
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-1.69
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-1.69
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-30.35
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-1.69
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-1.69
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-6.74
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-26.13
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-33.72
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-0.67
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-2.53
RICO PFITZER PIRES & ASSOC	383-R	08/11/2020	HEALTH INSURANCE ADMIN	-3.03

## Warrant List

Post Dates: 08/05/2020 - 08/18/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-5.39
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-10.11
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-11.80
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-20.23
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-91.37
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-8.43
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-10.11
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-20.23
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-92.71
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-1.66
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-6.74
RICO PFITZER PIRES & ASSOC 383-R		08/11/2020	HEALTH INSURANCE ADMIN	-3.37
<b>Vendor RICO PFITZER PIRES &amp; ASSOC Total:</b>				<b>-708.00</b>
<b>Vendor: SAN JOAQUIN VALLEY UNIFIED AIR POLL</b>				
SAN JOAQUIN VALLEY UNIFI... N140165		08/18/2020	20/21 ANNUAL PERMITS TO...	113.00
<b>Vendor SAN JOAQUIN VALLEY UNIFIED AIR POLL Total:</b>				<b>113.00</b>
<b>Vendor: SHARYN HANNA</b>				
SHARYN HANNA	8/3/2020	08/18/2020	COVID GROCERY REIMBURS...	95.10
<b>Vendor SHARYN HANNA Total:</b>				<b>95.10</b>
<b>Vendor: SPECIALTY HOSE XPRESS</b>				
SPECIALTY HOSE XPRESS	12020	08/18/2020	FLUSHER TRAILER HOSE RE...	753.78
<b>Vendor SPECIALTY HOSE XPRESS Total:</b>				<b>753.78</b>
<b>Vendor: STAPLES CREDIT PLAN</b>				
STAPLES CREDIT PLAN	2562333621 6/23	08/18/2020	COPY PAPER	7.79
STAPLES CREDIT PLAN	2562333621 6/23	08/18/2020	COPY PAPER	1.95
STAPLES CREDIT PLAN	2562333621 6/23	08/18/2020	COPY PAPER	29.22
STAPLES CREDIT PLAN	2562333621 6/23	08/18/2020	COPY PAPER	29.22
STAPLES CREDIT PLAN	2562333621 6/23	08/18/2020	COPY PAPER	29.21
STAPLES CREDIT PLAN	2563500531 6/24	08/18/2020	STAPLES, WIND SPEAKER, U...	5.49
STAPLES CREDIT PLAN	2563500531 6/24	08/18/2020	STAPLES, WIND SPEAKER, U...	1.37
STAPLES CREDIT PLAN	2563500531 6/24	08/18/2020	STAPLES, WIND SPEAKER, U...	20.60
STAPLES CREDIT PLAN	2563500531 6/24	08/18/2020	STAPLES, WIND SPEAKER, U...	20.60
STAPLES CREDIT PLAN	2563500531 6/24	08/18/2020	STAPLES, WIND SPEAKER, U...	20.62
STAPLES CREDIT PLAN	2570085821 7/01	08/18/2020	UNDER DESK STOOL RETURN	-3.19
STAPLES CREDIT PLAN	2570085821 7/01	08/18/2020	UNDER DESK STOOL RETURN	-0.80
STAPLES CREDIT PLAN	2570085821 7/01	08/18/2020	UNDER DESK STOOL RETURN	-11.98
STAPLES CREDIT PLAN	2570085821 7/01	08/18/2020	UNDER DESK STOOL RETURN	-11.98
STAPLES CREDIT PLAN	2570085821 7/01	08/18/2020	UNDER DESK STOOL RETURN	-11.97
<b>Vendor STAPLES CREDIT PLAN Total:</b>				<b>126.15</b>
<b>Vendor: STATE STREET BANK &amp; TRUST COMPANY</b>				
STATE STREET BANK & TRUS...PR-8/1/20		08/18/2020	PAYROLL DEDUCTIONS	292.00
<b>Vendor STATE STREET BANK &amp; TRUST COMPANY Total:</b>				<b>292.00</b>
<b>Vendor: TERMINIX INTERNATIONAL</b>				
TERMINIX INTERNATIONAL	355368546-R	08/11/2020	PEST CONTROL	-34.00
<b>Vendor TERMINIX INTERNATIONAL Total:</b>				<b>-34.00</b>
<b>Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES</b>				
TRI COUNTIES BANK CARD...	07312020 DD COSTCO	08/18/2020	OFFICE SUPPLIES - BATTERI...	4.80
TRI COUNTIES BANK CARD...	07312020 DD COSTCO	08/18/2020	OFFICE SUPPLIES - BATTERI...	1.20
TRI COUNTIES BANK CARD...	07312020 DD COSTCO	08/18/2020	OFFICE SUPPLIES - BATTERI...	17.99
TRI COUNTIES BANK CARD...	07312020 DD COSTCO	08/18/2020	OFFICE SUPPLIES - BATTERI...	17.99
TRI COUNTIES BANK CARD...	07312020 DD COSTCO	08/18/2020	OFFICE SUPPLIES - BATTERI...	17.99
TRI COUNTIES BANK CARD...	07312020 DD ELIKA	08/18/2020	AIRPORT SECURITY - CARD ...	43.25
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	290.18
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.90
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	5.80
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	5.80
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	5.80
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	95.76
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	95.76
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	58.04
TRI COUNTIES BANK CARD...	07312020 DD JIVE	08/18/2020	JIVE TELEPHONE SERVICE	2.92
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	0.78
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	0.78
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	3.90
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	1.17
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	1.17
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	0.78
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	1.17
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	5.85
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	7.80
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	7.80
TRI COUNTIES BANK CARD...	07312020 DD LATE FEE	08/18/2020	ALL DEPT FEES	7.80
TRI COUNTIES BANK CARD...	07312020 DD STAPLES DIRE...	08/18/2020	OFFICE SUPPLIES - A/P DATE...	30.40
TRI COUNTIES BANK CARD...	07312020 DD STAPLES DIRE...	08/18/2020	OFFICE SUPPLIES - A/P DATE...	7.60
TRI COUNTIES BANK CARD...	07312020 DD STAPLES DIRE...	08/18/2020	OFFICE SUPPLIES - A/P DATE...	113.98
TRI COUNTIES BANK CARD...	07312020 DD STAPLES DIRE...	08/18/2020	OFFICE SUPPLIES - A/P DATE...	113.98
TRI COUNTIES BANK CARD...	07312020 DD STAPLES DIRE...	08/18/2020	OFFICE SUPPLIES - A/P DATE...	113.99
TRI COUNTIES BANK CARD...	07312020 DD ULINE	08/18/2020	DRY ERASE BOARD - COVID-...	34.60
TRI COUNTIES BANK CARD...	07312020 DD ULINE	08/18/2020	DRY ERASE BOARD - COVID-...	8.65
TRI COUNTIES BANK CARD...	07312020 DD ULINE	08/18/2020	DRY ERASE BOARD - COVID-...	129.77
TRI COUNTIES BANK CARD...	07312020 DD ULINE	08/18/2020	DRY ERASE BOARD - COVID-...	129.77
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249502	08/18/2020	HAND SANITIZER - COVID-19	63.43
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249502	08/18/2020	HAND SANITIZER - COVID-19	15.86
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249502	08/18/2020	HAND SANITIZER - COVID-19	237.85
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249502	08/18/2020	HAND SANITIZER - COVID-19	237.85
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249502	08/18/2020	HAND SANITIZER - COVID-19	237.85
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249908	08/18/2020	HAND SANITIZER - COVID-19	63.43
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249908	08/18/2020	HAND SANITIZER - COVID-19	15.86
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249908	08/18/2020	HAND SANITIZER - COVID-19	237.86
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249908	08/18/2020	HAND SANITIZER - COVID-19	237.86
TRI COUNTIES BANK CARD...	07312020 DD WOLF 249908	08/18/2020	HAND SANITIZER - COVID-19	237.87
TRI COUNTIES BANK CARD...	07312020 MC LAND'S END	08/18/2020	CITY SHIRTS - REIMBURSABL...	358.91
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	0.78
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	0.78
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	3.90
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	1.17
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	1.17
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	0.78
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	1.17

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	5.85
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	7.80
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	7.80
TRI COUNTIES BANK CARD...	07312020 MC LATE FEE	08/18/2020	ALL DEPT FEES	7.80
TRI COUNTIES BANK CARD...	07312020 MC PERRY'S PIZZA	08/18/2020	PT ACCOUNT CLERK RECRUI...	6.28
TRI COUNTIES BANK CARD...	07312020 MC PERRY'S PIZZA	08/18/2020	PT ACCOUNT CLERK RECRUI...	6.28
TRI COUNTIES BANK CARD...	07312020 MC PERRY'S PIZZA	08/18/2020	PT ACCOUNT CLERK RECRUI...	6.48
TRI COUNTIES BANK CARD...	07312020 MC QVC	08/18/2020	POOL SUPPLIES - ROUND 9' ...	142.89
TRI COUNTIES BANK CARD...	07312020 MC VILLAGE SAM...	08/18/2020	SYMPATHY ARRANGEMENT ...	100.00
TRI COUNTIES BANK CARD...	07312020 SJ AMAZON	08/18/2020	MULTI PURPOSE PRINTING ...	62.30
TRI COUNTIES BANK CARD...	07312020 SJ ANIMAL CONT...	08/18/2020	TRAINING COURSE FOR AN...	-575.00
TRI COUNTIES BANK CARD...	07312020 SJ AXON ONLINE ...	08/18/2020	TRAINING FOR BWC	495.00
TRI COUNTIES BANK CARD...	07312020 SJ CA PD CHIEFS ...	08/18/2020	TRAINING FOR CINDY AND V..	398.00
TRI COUNTIES BANK CARD...	07312020 SJ FASTRAK	08/18/2020	TOLL FOR OFFICERS TO SF R...	6.00
TRI COUNTIES BANK CARD...	07312020 SJ OVERPYMNT	08/18/2020	CREDIT FROM PREVIOUS PU...	-76.26
TRI COUNTIES BANK CARD...	07312020 SJ RAY ALLEN M...	08/18/2020	CANINE EQUIPMENT	290.71
TRI COUNTIES BANK CARD...	07312020 SJ RAY ALLEN M...	08/18/2020	TRANING COURSE FOR ANI...	162.36
TRI COUNTIES BANK CARD...	07312020 SJ TEN-FOUR	08/18/2020	MIC FOR PORTABEL RADIO	79.83
TRI COUNTIES BANK CARD...	07312020 SJ TRI-ELECTRONI...	08/18/2020	RADIO TWO WAY CABLE	57.00
<b>Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:</b>				<b>4,680.59</b>
<b>Vendor: TROPHY CASE</b>				
TROPHY CASE	28-R	08/11/2020	REC- ADULT SOFTBALL 2017	-59.53
TROPHY CASE	3-R	08/11/2020	REC- COLOR RUN 2017	-156.96
<b>Vendor TROPHY CASE Total:</b>				<b>-216.49</b>
<b>Vendor: VERIZON WIRELESS</b>				
VERIZON WIRELESS	9859353614	08/18/2020	TELEPHONE FOR MDT'S FOR...	467.31
<b>Vendor VERIZON WIRELESS Total:</b>				<b>467.31</b>
<b>Vendor: W.H. BRESHEARS, INC.</b>				
W.H. BRESHEARS, INC.	659792	08/18/2020	RED DIESEL DELIVERY	10.87
W.H. BRESHEARS, INC.	659792	08/18/2020	RED DIESEL DELIVERY	9.42
W.H. BRESHEARS, INC.	659792	08/18/2020	RED DIESEL DELIVERY	8.69
W.H. BRESHEARS, INC.	659792	08/18/2020	RED DIESEL DELIVERY	21.74
W.H. BRESHEARS, INC.	659792	08/18/2020	RED DIESEL DELIVERY	21.73
<b>Vendor W.H. BRESHEARS, INC. Total:</b>				<b>72.45</b>
<b>Vendor: WESTSIDE ANIMAL HOSPITAL</b>				
WESTSIDE ANIMAL HOSPITAL	51793-R	08/11/2020	GAP	-60.00
WESTSIDE ANIMAL HOSPITAL	52172-R	08/11/2020	GAP	-120.00
<b>Vendor WESTSIDE ANIMAL HOSPITAL Total:</b>				<b>-180.00</b>
<b>Vendor: YANCEY LUMBER CO</b>				
YANCEY LUMBER CO	A2020032023	08/18/2020	CHLORINE FOR POOL	49.98
<b>Vendor YANCEY LUMBER CO Total:</b>				<b>49.98</b>
<b>Grand Total:</b>				<b>368,848.45</b>

## Report Summary

### Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	37,509.62
009 - COMMUNITY CENTER FUND	1,706.94
016 - SWIM POOL FUND	3,661.21
017 - CITY WIDE LIGHTING & LAND	5,570.60
018 - TRAFFIC SAFETY FUND	46,244.23
019 - RECREATION FUND	354.07
021 - REGIONAL STREET TRANSPORTATION PROGRAM	214.96
024 - COPS GRANT	0.00
059 - STORM DRAIN	1,367.18
060 - WATER FUND	17,838.01
061 - SEWER FUND	38,536.22
062 - REFUSE	47,167.95
063 - AIRPORT FUND	458.90
074 - ASSESS - BORRELLI	203.68
093 - INSURANCE TRUST FUND	148.74
099 - PAYROLL TRUST FUND	30,197.66
302 - GUSTINE SOLAR PROJECT 2020	143,463.35
<b>Grand Total:</b>	<b>374,643.32</b>

### Account Summary

Account Number	Account Name	Payment Amount
001-0000-100.027-00	PD DONATIONS EVENTS	0.00
001-0000-200.085	SPAY/NEUTER DONATIONS	0.00
001-0000-410.020-00	ANIMAL LICENSES	0.00
001-0000-430.001-00	PLANNING FEES	500.00
001-0000-430.051-00	PARK & FACILITY FEES	85.00
001-0000-430.202-00	377 4TH ST CANNABIS DIS...	1,344.75
001-0000-490.003-00	MISC REVENUES	363.91
001-0110-520.010-00	DEPT OPERATING SUPPLI...	5.43
001-0110-530.201-00	OTHER CONTRACT SERVIC...	114.80
001-0120-510.000-00	PERS	953.58
001-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0120-530.011-00	TELEPHONE & INTERNET	12.90
001-0120-530.089-00	COMMUNITY PROMOTION	100.00
001-0140-510.000-00	PERS	953.58
001-0140-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0140-520.000-00	OFFICE SUPPLIES	1,023.70
001-0140-520.010-00	DEPT OPERATING SUPPLI...	5.43
001-0140-530.011-00	TELEPHONE & INTERNET	12.90
001-0140-530.014-00	POSTAGE	72.36
001-0140-530.201-00	OTHER CONTRACT SERVIC...	1,039.53
001-0142-510.000-00	PERS	953.58
001-0142-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0142-530.011-00	TELEPHONE & INTERNET	12.90
001-0150-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0150-520.011-00	UNIFORM ALLOWANCE	38.72
001-0150-530.011-00	TELEPHONE & INTERNET	12.90
001-0150-530.060-00	ELECTRIC	4,201.87
001-0150-530.062-00	GAS	94.42
001-0150-530.201-00	OTHER CONTRACT SERVIC...	0.00
001-0210-510.000-00	PERS	15,094.34
001-0210-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0210-520.010-00	DEPT OPERATING SUPPLI...	13.18
001-0210-520.040-00	FUEL	0.00
001-0210-530.011-00	TELEPHONE & INTERNET	1,757.49
001-0210-530.060-00	ELECTRIC	69.46
001-0210-530.090-00	MEMBERSHIPS/SUBSCRIP...	0.00

**Account Summary**

Account Number	Account Name	Payment Amount
001-0210-530.091-00	MEETINGS & TRAINING	630.50
001-0210-530.201-00	OTHER CONTRACT SERVIC...	1,033.07
001-0210-540.038-00	TECHNOLOGY PURCH/REP..	631.83
001-0220-530.060-00	ELECTRIC	1,011.73
001-0220-530.062-00	GAS	38.37
001-0230-510.000-00	PERS	953.58
001-0230-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0230-530.091-00	MEETINGS & TRAINING	-575.00
001-0410-530.009-00	OTHER PROFESSIONAL SE...	3,174.00
001-0410-530.011-00	TELEPHONE	12.90
001-0460-510.000-00	PERS	953.53
001-0460-530.011-00	TELEPHONE	12.90
001-0610-510.020-00	GROUP HEALTH INSURAN...	0.00
001-0610-520.010-00	DEPT OPERATING SUPPLI...	140.50
001-0610-520.011-00	UNIFORM ALLOWANCE	38.72
001-0610-520.030-00	MOTOR VEHICLE EXPENSE	80.72
001-0610-520.040-00	FUEL	10.87
001-0610-530.011-00	TELEPHONE	12.90
001-0610-530.060-00	ELECTRIC	39.57
001-0610-530.201-00	OTHER CONTRACT SERVIC...	472.20
009-0150-510.020-00	GROUP HEALTH INSURAN...	0.00
009-0150-520.010-00	DEPT OPERATING SUPPLI...	8.14
009-0150-530.011-00	TELEPHONE	25.80
009-0150-530.060-00	ELECTRIC	1,437.65
009-0150-530.062-00	GAS	63.15
009-0150-530.201-00	OTHER CONTRACT SERVIC...	172.20
016-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
016-0613-520.010-00	DEPT OPERATING SUPPLI...	1,676.35
016-0613-520.013-00	CONCESSION SUPPLIES	0.00
016-0613-530.011-00	TELEPHONE	25.80
016-0613-530.060-00	ELECTRIC	1,844.26
016-0613-530.201-00	OTHER CONTRACT SERVIC...	114.80
017-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
017-0120-530.091-00	MEETINGS & TRAINING	0.00
017-0260-530.060-00	ELECTRIC	5,493.14
017-0610-510.020-00	GROUP HEALTH INSURAN...	0.00
017-0610-520.011-00	UNIFORM ALLOWANCE	77.46
018-0240-540.030-00	MACHINERY & EQUIPME...	46,244.23
019-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
019-0613-500.241-00	COVID - GROCERY REIMB...	95.10
019-0613-520.010-00	DEPT OPERATING SUPPLI...	8.14
019-0613-530.011-00	TELEPHONE	25.80
019-0613-530.060-00	ELECTRIC	52.83
019-0613-530.090-00	MEMBERSHIPS/SUBSCRIP...	0.00
019-0613-530.201-00	OTHER CONTRACT SERVIC...	172.20
021-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
021-0120-530.091-00	MEETINGS & TRAINING	0.00
021-0142-510.020-00	GROUP HEALTH INSURAN...	0.00
021-0310-510.020-00	GROUP HEALTH INSURAN...	0.00
021-0310-520.010-00	DEPT OPERATING SUPPLI...	40.29
021-0310-520.011-00	UNIFORM ALLOWANCE	69.72
021-0310-520.030-00	MOTOR VEHICLE EXPENSE	52.61
021-0310-520.040-00	FUEL	9.42
021-0310-530.201-00	OTHER CONTRACT SERVIC...	42.92
024-0210-510.020-00	GROUP HEALTH INSURAN...	0.00
059-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
059-0120-530.091-00	MEETINGS & TRAINING	0.00
059-0140-510.020-00	GROUP HEALTH INSURAN...	0.00

Account Summary

Account Number	Account Name	Payment Amount
059-0140-520.000-00	OFFICE SUPPLIES	255.93
059-0140-530.014-00	POSTAGE	72.36
059-0140-530.201-00	OTHER CONTRACT SERVIC...	42.73
059-0142-510.020-00	GROUP HEALTH INSURAN...	0.00
059-0730-510.020-00	GROUP HEALTH INSURAN...	0.00
059-0730-520.010-00	DEPT OPERATING SUPPLI...	77.90
059-0730-520.030-00	MOTOR VEHICLE EXPENSE	48.57
059-0730-520.040-00	FUEL	8.69
059-0730-530.201-00	OTHER CONTRACT SERVIC...	861.00
060-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
060-0120-530.091-00	MEETINGS & TRAINING	0.00
060-0140-510.020-00	GROUP HEALTH INSURAN...	0.00
060-0140-520.000-00	OFFICE SUPPLIES	3,838.87
060-0140-530.014-00	POSTAGE	72.36
060-0140-530.201-00	OTHER CONTRACT SERVIC...	42.73
060-0142-510.020-00	GROUP HEALTH INSURAN...	0.00
060-0710-510.000-00	PERS	1,950.51
060-0710-510.020-00	GROUP HEALTH INSURAN...	0.00
060-0710-520.010-00	DEPT OPERATING SUPPLI...	2,374.42
060-0710-520.011-00	UNIFORM ALLOWANCE	162.65
060-0710-520.030-00	MOTOR VEHICLE EXPENSE	121.43
060-0710-520.040-00	FUEL	21.74
060-0710-530.011-00	TELEPHONE	425.76
060-0710-530.060-00	ELECTRIC	7,566.54
060-0710-530.094-00	LICENSES & PERMIT FEES	113.00
060-0710-530.201-00	OTHER CONTRACT SERVIC...	1,148.00
061-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
061-0120-530.091-00	MEETINGS & TRAINING	0.00
061-0140-510.020-00	GROUP HEALTH INSURAN...	0.00
061-0140-520.000-00	OFFICE SUPPLIES	3,838.87
061-0140-530.014-00	POSTAGE	72.36
061-0140-530.201-00	OTHER CONTRACT SERVIC...	42.73
061-0142-510.020-00	GROUP HEALTH INSURAN...	0.00
061-0520-510.000-00	PERS	1,950.49
061-0520-510.020-00	GROUP HEALTH INSURAN...	0.00
061-0520-520.010-00	DEPT OPERATING SUPPLI...	254.34
061-0520-520.011-00	UNIFORM ALLOWANCE	317.57
061-0520-520.030-00	MOTOR VEHICLE EXPENSE	400.43
061-0520-520.040-00	FUEL	21.73
061-0520-530.011-00	TELEPHONE	425.76
061-0520-530.060-00	ELECTRIC	29,077.16
061-0520-530.094-00	LICENSES & PERMIT FEES	0.00
061-0520-530.201-00	OTHER CONTRACT SERVIC...	2,134.78
062-0120-530.091-00	MEETINGS & TRAINING	0.00
062-0140-520.000-00	OFFICE SUPPLIES	3,838.87
062-0140-530.201-00	OTHER CONTRACT SERVIC...	115.15
062-0510-520.000-00	OFFICE SUPPLIES	54.27
062-0510-520.010-00	DEPT OPERATING SUPPLI...	6.48
062-0510-520.011-00	UNIFORM ALLOWANCE	69.72
062-0510-530.009-00	OTHER PROFESSIONAL SE...	41,677.42
062-0510-530.011-00	TELEPHONE & INTERNET	258.04
062-0510-530.201-00	OTHER CONTRACT SERVIC...	1,148.00
063-0120-510.020-00	GROUP HEALTH INSURAN...	0.00
063-0120-530.091-00	MEETINGS & TRAINING	0.00
063-0142-510.020-00	GROUP HEALTH INSURAN...	0.00
063-0340-510.020-00	GROUP HEALTH INSURAN...	0.00
063-0340-520.010-00	DEPT OPERATING SUPPLI...	14.70
063-0340-530.011-00	TELEPHONE	12.92

**Account Summary**

Account Number	Account Name	Payment Amount
063-0340-530.060-00	ELECTRIC	388.03
063-0340-530.201-00	OTHER CONTRACT SERVIC...	43.25
074-0610-530.059-00	WATER UTILITY	0.00
074-0610-530.060-00	ELECTRIC	203.68
093-0000-220.070	INSURANCE TRUST	148.74
099-0000-220.010	FICA TAXES PAYABLE	9,659.08
099-0000-220.020	FIT W/H PAYABLE	4,915.80
099-0000-220.030	SIT W/H PAYABLE	2,059.81
099-0000-220.050	PERS PAYABLE	10,938.73
099-0000-220.065	AFLAC PAYABLE	978.16
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.081	UNION DUES PAYABLE	250.00
099-0000-220.090	DISABILITY (SDI) PAYABLE	624.08
099-0000-220.092	CAL PERS 457 DEF COMP	292.00
302-0520-530.009-00	OTHER CONTRACT SERVIC...	143,463.35
	<b>Grand Total:</b>	<b>374,643.32</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	374,477.06
CARES ACT 1	4.80
COVID	161.46
	<b>Grand Total:</b>
	<b>374,643.32</b>



# TREASURER'S REPORT

Period Ending July 31, 2020

Accounts	Beg. Period Balance	Cash Debits (+)	Cash Credits (-)	End Period Balance
State of California LAIF	6,212,002	22,666	-	6,234,668
General Checking Account	903,574	632,098	672,007	863,664
Payroll Account	799,727	137,401	122,440	814,688
<b>Total Cash and Investments</b>	<b>\$7,915,303</b>	<b>\$792,165</b>	<b>\$794,448</b>	<b>\$7,913,021</b>

(The following statements are required by California Govt. Code Section 53646 (b) (2,3))  
 Investments are made pursuant to the City Council approved Investment Policy and Guidelines.

Prepared by: J. Birring  
*Jas Birring, Finance Manager*



ITEM NO. 4

## COUNCIL AGENDA ITEM

### AUGUST 18, 2020

**PREPARED BY:** Doug Dunford, City Manager

**SUBJECT:** Employment Contract for Waste Water Treatment Plant Operator

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#### **BACKGROUND/DISCUSSION**

Staff was contacted by current employee, Jameson Lemas, in regards to possibly being a contracted employee. He expressed his displeasure with union representation and has been discussing the option of being a contract employee. The current year's budget and future projections are showing that the City has the ability to bring a contracted Waste Water Treatment Plant Operator on as an employee. Mr. Lemas has been an asset to the City and has prepared himself to benefit the City in the future by being a certified Waste Water Operator 3. This contract would help secure the position for the near future of the Waste Water Plant needs. Negotiations over proposed salary and benefits have occurred and the results of those efforts are contained in the attached document.

#### **FISCAL IMPACT**

The Sewer fund would see an increase of roughly eight hundred (800) dollars.

#### **RECOMMENDATION**

Council authorize the City Manager to execute the Waste Water Treatment Plant Operator Employment Agreement.

#### **EXHIBIT(S)**

A.) Waste Water Treatment Plant Operator Employment Contract

# **EMPLOYMENT AGREEMENT**

## **Wastewater Treatment Plant Operator**

This Employment Agreement ("Agreement"), made and entered into this August 31, 2020, by and between the City of Gustine, a California municipal corporation, ("City" or "Employer") and Jamison Lemas ("Employee"), an individual, both of whom agree as follows:

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

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

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

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

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

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

The Public Works Director shall conduct an annual evaluation of Employee's performance on a date agreed by both the Public Works Director and Employee, but not later than May 30<sup>th</sup> of each year. The evaluation process shall include a written evaluation, as well as a meeting to discuss the evaluation and to provide direction and feedback. Progress on achieving established goals will inform any additional discretionary compensation adjustments during the term of this agreement.

### **Section 4. Compensation**

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

As of August 31, 2020, the salary range is as follows:

<u>A Step</u>	<u>B Step</u>	<u>C Step</u>	<u>D Step</u>
\$44,125	\$45,449	\$46,812	\$ 48,216

The City agrees to pay the Employee "A" Step in the above-referenced salary schedule.

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

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

D. Certificate Pay will be paid in increments of 2.5% of base pay for each of the following certificates:

Waste Water Operator 1 – 2.5%

Waste Water Operator 2 – 2.5%

Waste Water Operator 3 – 2.5%

E. Certificate pay will be cumulative in nature and will be paid in the same intervals as the pay periods.

F. The City requires a Level 3 Waste Water Operator Certificate.

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

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

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

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

any remaining accrued sick leave at such time of Employee's retirement from City service will be governed by the then-existing City contract with CalPERS.

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

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

D. Administrative Leave. Employee shall receive an annual amount of forty (40) hours administrative leave accrued at even intervals bi-weekly. The City and Employee agree that Employee shall have no vested right to unused portions of the administrative leave.

#### **Section 7. Education Incentive.**

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

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

The Employee shall receive a technology stipend of \$100.00 per month to compensate him for the use of his personal cell phone for the purposes of City business.

#### **Section 9. Vehicle**

The City shall provide the Waste Water Treatment Operator a City vehicle to use during his normal course of work. In addition, the vehicle may be used to travel to and from his residence. The City will furnish the fuel and maintenance of the vehicle.

#### **Section 10. Retirement**

City provides retirement benefits through the California Public Employees Retirement System ("CalPERS"). As a CalPERS "non-classic" member, Employee's retirement benefit is based on a 2%@ 62 formula with the highest three-year average. Employee pays the 8% employee retirement contribution.

Employee will be eligible for retiree medical benefits, dependent on hire date, provided employee retires with 10 or more years of City service. The City's contribution

will be the same retirement medical benefits that are offered to employees under the Gustine Public Works Association.

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

The term of this Agreement shall be for the period from August 31, 2020 through June 30, 2023 unless terminated earlier by either party as provided herein.

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

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

B. Termination at the Request of Employee. It is the Employees intention, and the Employer's understanding, that Employee will not look for other employment and remain employed with the City during the term of this Agreement. However, the Employee may voluntarily terminate employment at any time by giving not less than thirty (30) days' written notice. In the event that the Employee provides such written notice, they shall be entitled to receive at the termination of this employment only such accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. Employee shall not be entitled to any severance pay or other compensation at the termination of their employment. During the period subsequent to Employee's submission of their notice terminating their employment, they shall continue to perform their duties as Wastewater Treatment Plant Operator unless removed from those duties and/or terminated by the Employer pursuant to the terms of this Agreement. In the event that Employee is then removed from those duties by the Employer, Employee shall continue to receive compensation in the form of salary and benefits through the completion of the thirty (30) day notice period, unless they are terminated for cause as set for in sub-section C of this Section.

C. Termination by Employer for Cause. Employer may terminate Employee's employment for cause. In the event the Employee is terminated for cause, they shall not be entitled to the payment of any severance pay or compensation, other than the payment of accrued and unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or applicable local, state or federal law. In the event that Employee is terminated for cause, Employee shall be entitled to prior written notification of the reason(s) for the termination, the facts upon

which such reason(s) are based, copies of all of all supporting evidence and investigations regarding the facts and reason(s) for the termination, and the right to respond, orally or in writing or both, to the City Manager within five (5) working days of receipt of the notice of such termination. Furthermore, if requested by Employee, Employee shall have the right to a hearing before City Council, which shall be a hearing de novo. In the event the decision to terminate for cause is reversed by the City Council and the City Manager terminates the Employee's employment without cause, the terms of.

## **Section 12. Severance**

A. In the event that the Agreement is terminated as outlined in sub-section A of Section 11 of this Agreement, the Employee is not entitled to any severance compensation.

## **Section 13. Indemnification**

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

## **Section 14. Notices**

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

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

Employee: Jamison Lemas

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

## Section 15. General Provisions

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

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

C. Effective Date. This Agreement shall become effective on July 1, 2020.

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

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

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

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

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

**IN WITNESS WHEREOF**, the parties have executed this Agreement on August 31, 2020.

**EMPLOYER:**

**CITY OF GUSTINE**

By: \_\_\_\_\_  
Douglas Dunford, City Manager

\_\_\_\_\_  
Date

**EMPLOYEE:**

By: \_\_\_\_\_  
Jamison Lemas

\_\_\_\_\_  
Date



ITEM NO. 5

## COUNCIL AGENDA ITEM

**AUGUST 18, 2020**

**PREPARED BY:** Ruben Chavez, Chief of Police

**SUBJECT:** The Reducing Crime and Keeping California Safe Act

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### **BACKGROUND/DISCUSSION**

Over the last 10 years, several ballot measures have been approved by the voters in the spirit of reducing overcrowded prison populations and providing more opportunities for those convicted of crimes to be rehabilitated. These measures, however, have produced unintended consequences by reducing penalties and have actually, in many cases, increased crime and criminal behavior. These ballots measures include Propositions 109, 47, and 57. To help undo some of the effects of these measures, a new ballot measure will be presented to voters in November 2020 referred to as California Proposition 20, Criminal Sentencing, Parole, and DNA Collection Initiative (2020).

The measure hopes to impact four main areas of previously passed legislation. The definition of violent crime has been modified to allow those convicted of previously defined violent crimes to be released early from incarceration. These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge.

The second area in this ballot measure, is the impact to petty theft and recidivism. Previous changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal. Grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores. Shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees. This law would return a third conviction of petty theft be charged as either misdemeanor or felony.

Recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses. Collecting DNA from criminals is essential to solving

violent offenders statistically less likely to re-offend and permitting the collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted. Restrictions on DNA collection in recent years has resulted in hundreds of fewer cold case hits on violent crimes including murder, rape, and robbery.

Lastly, during prior Parole Hearings, the board was able to review a petitioner's complete criminal history to determine whether parole was appropriate. Due to changes in the law, the board is only allowed to review the current conviction and has no access to previous convictions. This law would return the practice of a more complete review of the criminal history.

**FISCAL IMPACT**

There is no fiscal impact to the City.

**RECOMMENDATION**

Staff recommends the City Council support the Reducing Crime and Keeping California Safe Act by approving Resolution 2020-XXXX

**EXHIBIT(S)**

- A.) Proposition 20 Initiative Measure Language
- B.) Resolution 2020-XXXX

**APPROVED BY:**

  
for DOUG DUNFORD, CITY MANAGER

## INITIATIVE MEASURE TO BE SUBMITTED DIRECTLY TO THE VOTERS

The Attorney General of California has prepared the following circulating title and summary of the chief purpose and points of the proposed measure:

**(17-0044.) RESTRICTS PAROLE FOR NON-VIOLENT OFFENDERS. AUTHORIZES FELONY SENTENCES FOR CERTAIN OFFENSES CURRENTLY TREATED ONLY AS MISDEMEANORS. INITIATIVE STATUTE. Imposes restrictions on parole program for non-violent offenders who have completed the full term for their primary offense. Expands list of offenses that disqualify an inmate from this parole program. Changes standards and requirements governing parole decisions under this program. Authorizes felony charges for specified theft crimes currently chargeable only as misdemeanors, including some theft crimes where the value is between \$250 and \$950. Requires persons convicted of specified misdemeanors to submit to collection of DNA samples for state database. Summary of estimate by Legislative Analyst and Director of Finance of fiscal impact on state and local government: Increased state and local correctional costs likely in the tens of millions of dollars annually, primarily related to increases in penalties for certain theft-related crimes and the changes to the nonviolent offender release consideration process. Increased state and local court-related costs of around a few million dollars annually related to processing probation revocations and additional felony theft filings. Increased state and local law enforcement costs not likely to exceed a couple million dollars annually related to collecting and processing DNA samples from additional offenders.**

To the Honorable Secretary of State of California:

We, the undersigned, registered, qualified voters of California, residents of the County (or City and County) referenced on the signature page of this petition, hereby propose amendments to the California Penal Code relating to parole, serial theft, and DNA collection from convicted criminals, and petition the Secretary of State to submit the same to the voters of California for their adoption or rejection at the next succeeding general election or at any special statewide election held prior to that general election or as otherwise provided by law. The proposed statutory amendments (full title and text of the measure) read as follows:

### SEC. 1. TITLE

This act shall be known and may be cited as the Reducing Crime and Keeping California Safe Act of 2018.

### SEC. 2. PURPOSES

This measure will fix three related problems created by recent laws that have threatened the public safety of Californians and their children from violent criminals. This measure will:

- A. Reform the parole system so violent felons are not released early from prison, strengthen oversight of post-release community supervision and tighten penalties for violations of terms of post-release community supervision;
- B. Reform theft laws to restore accountability for serial thieves and organized theft rings; and
- C. Expand DNA collection from persons convicted of drug, theft and domestic violence related crimes to help solve violent crimes and exonerate the innocent.

### SEC. 3. FINDINGS AND DECLARATIONS

#### A. Prevent Early Release of Violent Felons

1. Protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison.

2. Since 2014, California has had a larger increase in violent crime than the rest of the United States. Since 2013, violent crime in Los Angeles has increased 69.5%. Violent crime in Sacramento rose faster during the first six months of 2015 than in any of the 25 largest U.S. cities tracked by the FBI.

3. Recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly

violent criminals. This measure reforms the law to define such crimes as "violent felonies" for purposes of early release.

10. Nothing in this act is intended to create additional "strike" offenses which would increase the state prison population.

11. Nothing in this act is intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits.

#### B. Restore Accountability for Serial Theft and Organized Theft Rings

1. Recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal.

2. As a result, between 2014 and 2016, California had the 2<sup>nd</sup> highest increase in theft and property crimes in the United States, while most states have seen a steady decline. According to the California Department of Justice, the value of property stolen in 2015 was \$2.5 billion with an increase of 13 percent since 2014, the largest single-year increase in at least ten years.

3. Individuals who repeatedly steal often do so to support their drug habit. Recent changes to California law have reduced judges' ability to order individuals convicted of repeated theft crimes into effective drug treatment programs.

4. California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms.

#### C. Restore DNA Collection to Solve Violent Crime

1. Collecting DNA from criminals is essential to solving violent crimes. Over 450 violent crimes including murder, rape and robbery have gone unsolved because DNA is being collected from fewer criminals.

2. DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape-murder of an 83-year-old woman.

(a) Except as otherwise provided in this section, an inmate who is released on parole or postrelease supervision as provided by Title 2.05 (commencing with Section 3450) shall be returned to the county that was the last legal residence of the inmate prior to his or her incarceration. For purposes of this subdivision, "last legal residence" shall not be construed to mean the county wherein the inmate committed an offense while confined in a state prison or local jail facility or while confined for treatment in a state hospital.

(b) Notwithstanding subdivision (a), an inmate may be returned to another county if that would be in the best interests of the public. If the Board of Parole Hearings setting the conditions of parole for inmates sentenced pursuant to subdivision (b) of Section 1168, as determined by the parole consideration panel, or the Department of Corrections and Rehabilitation setting the conditions of parole for inmates sentenced pursuant to Section 1170, decides on a return to another county, it shall place its reasons in writing in the parolee's permanent record and include these reasons in the notice to the sheriff or chief of police pursuant to Section 3058.6. In making its decision, the paroling authority shall consider, among others, the following factors, giving the greatest weight to the protection of the victim and the safety of the community:

- (1) The need to protect the life or safety of a victim, the parolee, a witness, or any other person.
- (2) Public concern that would reduce the chance that the inmate's parole would be successfully completed.
- (3) The verified existence of a work offer, or an educational or vocational training program.
- (4) The existence of family in another county with whom the inmate has maintained strong ties and whose support would increase the chance that the inmate's parole would be successfully completed.
- (5) The lack of necessary outpatient treatment programs for parolees receiving treatment pursuant to Section 2960.

(c) The Department of Corrections and Rehabilitation, in determining an out-of-county commitment, shall give priority to the safety of the community and any witnesses and victims.

(E) Registration status, if the inmate is required to register as a result of a controlled substance, sex, or arson offense.

(F) California Criminal Information Number, FBI number, social security number, and driver's license number.

(G) County of commitment.

(H) A description of scars, marks, and tattoos on the inmate.

(I) Offense or offenses for which the inmate was convicted that resulted in parole or postrelease community supervision in this instance.

(J) Address, including all of the following information:

- Street name and number. Post office box numbers are not acceptable for purposes of this subparagraph.
- City and ZIP Code.
- Date that the address provided pursuant to this subparagraph was proposed to be effective.

(K) Contact officer and unit, including all of the following information:

- Name and telephone number of each contact officer.
- Contact unit type of each contact officer such as units responsible for parole, registration, or county probation.

(L) A digitized image of the photograph and at least a single digit fingerprint of the parolee.

(M) A geographic coordinate for the inmate's residence location for use with a Geographical Information System (GIS) or comparable computer program.

**(N) Copies of the record of supervision during any prior period of parole.**

(2) Unless the information is unavailable, the Department of Corrections and Rehabilitation shall electronically transmit to the county agency identified in subdivision (a) of Section 3451 the inmate's tuberculosis status, specific medical, mental health, and outpatient clinic needs, and any medical concerns or disabilities for the county to consider as the offender transitions onto postrelease community supervision pursuant to Section 3450, for the purpose of identifying the medical and mental health needs of the individual. All transmissions to the county agency shall be in compliance with applicable provisions of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law 104-191), the federal Health Information Technology for Clinical Health Act (HITECH) (Public Law 111-005), and the implementing of privacy and security regulations in Parts 160 and 164 of Title 45 of the Code of Federal Regulations. This paragraph shall not take effect until the Secretary of the United States Department of Health and Human Services, or his or her designee, determines that this provision is not preempted by HIPAA.

(3) Except for the information required by paragraph (2), the information required by this subdivision shall come from the statewide parolee database. The information obtained from each source shall be based on the same timeframe.

(4) All of the information required by this subdivision shall be provided utilizing a computer-to-computer transfer in a format usable by a desktop computer system. The transfer of this information shall be continually available to local law enforcement agencies upon request.

(5) The unauthorized release or receipt of the information described in this subdivision is a violation of Section 11143.

(I) Notwithstanding any other law, an inmate who is released on parole shall not be returned to a location within 35 miles of the actual residence of a victim of, or a witness to, a violent felony as defined in paragraphs (4) to (7), inclusive, and paragraph (6) of subdivision (c) of Section 667.5 or a felony in which the defendant inflicts great bodily injury on a person other than an accomplice that has been charged and proved as provided

shall not be placed or reside, for the duration of his or her parole, within one-half mile of a public or private school including any or all of kindergarten and grades 1 to 12, inclusive.

(h) Notwithstanding any other law, an inmate who is released on parole or postrelease community supervision for a stalking offense shall not be returned to a location within 35 miles of the victim's or witness' actual residence or place of employment if the victim or witness has requested additional distance in the placement of the inmate on parole or postrelease community supervision, and if the Board of Parole Hearings or the Department of Corrections and Rehabilitation, or the supervising county agency, as applicable, finds that there is a need to protect the life, safety, or well-being of the victim. If an inmate who is released on postrelease community supervision cannot be placed in his or her county of last legal residence in compliance with this subdivision, the supervising county agency may transfer the inmate to another county upon approval of the receiving county.

(i) The authority shall give consideration to the equitable distribution of parolees and the proportion of out-of-county commitments from a county compared to the number of commitments from that county when making parole decisions.

(j) An inmate may be paroled to another state pursuant to any other law. The Department of Corrections and Rehabilitation shall coordinate with local entities regarding the placement of inmates placed out of state on postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450).

(k) (1) Except as provided in paragraph (2), the Department of Corrections and Rehabilitation shall be the agency primarily responsible for, and shall have control over, the program, resources, and staff implementing the Law Enforcement Automated Data System (LEADS) in conformance with subdivision (c). County agencies supervising inmates released to postrelease community supervision pursuant to Title 2.05 (commencing with Section 3450) shall provide any information requested by the department to ensure the availability of accurate information regarding inmates released from state prison. This information may include all records of supervision, the issuance of warrants, revocations, or the termination of postrelease community supervision. On or before August 1, 2011, county agencies designated to supervise inmates released to postrelease community supervision shall notify the department that the county agencies have been designated as the local entity responsible for providing that supervision.

(2) Notwithstanding paragraph (1), the Department of Justice shall be the agency primarily responsible for the proper release of information under LEADS that relates to fingerprint cards.

(l) In addition to the requirements under subdivision (k), the Department of Corrections and Rehabilitation shall submit to the Department of Justice data to be included in the supervised release file of the California Law Enforcement Telecommunications System (CLETS) so that law enforcement can be advised through CLETS of all persons on postrelease community supervision and the county agency designated to provide supervision. The data required by this subdivision shall be provided via electronic transfer.

**Section 3040.1 is added to the Penal Code to read:**

(a) For purposes of early release or parole consideration under the authority of Section 32 of Article I of the Constitution, Sections 12838.4 and 12838.5 of the Government Code, Sections 3000.1, 3041.5, 3041.7, 3052, 5000, 5054, 5055, 5076.2 of this Code and the rulemaking authority granted by Section 5058 of this Code, the following shall be defined as "violent felony offenses":

- subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55;
- (9) Any robbery;
- (10) Arson, in violation of subdivision (a) or (b) of Section 451;
- (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289;
- (12) Attempted murder;
- (13) A violation of Section 18745, 18750, or 18755;
- (14) Kidnapping;
- (15) Assault with the intent to commit a specified felony, in violation of Section 220;
- (16) Continuous sexual abuse of a child, in violation of Section 288.5;
- (17) Carjacking, as defined in subdivision (a) of Section 215;
- (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1;
- (19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22;
- (20) Threats to victims or witnesses, as defined in subdivision (c) of Section 136.1;
- (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary;
- (22) Any violation of Section 12022.53;
- (23) A violation of subdivision (b) or (c) of Section 11418;
- (24) Solicitation to commit murder;
- (25) Felony assault with a firearm in violation of subsections (a)(2) and (b) of Section 245;
- (26) Felony assault with a deadly weapon in violation of paragraph (1) of subdivision (a) of Section 245;
- (27) Felony assault with a deadly weapon upon the person of a peace officer or firefighter in violation of subdivisions (c) and (d) of Section 245;
- (28) Felony assault by means of force likely to produce great bodily injury in violation of paragraph (4) of subdivision (a) of Section 245;
- (29) Assault with caustic chemicals in violation of Section 244;
- (30) False imprisonment in violation of Section 210.5;
- (31) Felony discharging a firearm in violation of Section 246;
- (32) Discharge of a firearm from a motor vehicle in violation of subsection (c) of Section 26100;
- (33) Felony domestic violence resulting in a traumatic condition in violation of Section 273.5;
- (34) Felony use of force or threats against a witness or victim of a crime in violation of Section 140;
- (35) Felony resisting a peace officer and causing death or serious injury in violation of Section 148.10;
- (36) A felony hate crime punishable pursuant to Section 422.7;
- (37) Felony elder or dependent adult abuse in violation of subdivision (b) of Section 368;
- (38) Rape in violation of paragraphs (1), (3), or (4) of subdivision (a) of Section 261;
- (39) Rape in violation of Section 262;
- (40) Sexual penetration in violation of subdivision (b), (d) or (e) of Section 289;
- (41) Sodomy in violation of subdivision (f), (g), or (i) of Section 286;
- (42) Oral copulation in violation of subdivision (j), (g), or (i) of Section 288a;
- (43) Abduction of a minor for purposes of prostitution in violation of Section 267;
- (44) Human trafficking in violation of subdivision (a), (b), or (c) of Section 236.1;
- (45) Child abuse in violation of Section 273ab;
- (46) Possession, including, or attempt to a destructive

Hearings shall consider all relevant, reliable information about the inmate.

(b) The standard of review shall be whether the inmate will pose an unreasonable risk of creating victims as a result of felonious conduct if released from prison.

(c) In reaching this determination, the hearing officer shall consider the following factors:

(1) Circumstances surrounding the current conviction;

(2) The inmate's criminal history, including involvement in other criminal conduct, both juvenile and adult, which is reliably documented;

(3) The inmate's institutional behavior including both rehabilitative programming and institutional misconduct;

(4) Any input from the inmate, any victim, whether registered or not at the time of the referral, and the prosecuting agency or agencies;

(5) The inmate's past and present mental condition as documented in records in the possession of the Department of Corrections and Rehabilitation;

(6) The inmate's past and present attitude about the crime;

(7) Any other information which bears on the inmate's suitability for release;

(d) The following circumstances shall be considered by the hearing officer in determining whether the inmate is unsuitable for release:

(1) Multiple victims involved in the current commitment offense;

(2) A victim was particularly vulnerable due to age or physical or mental condition;

(3) The inmate took advantage of a position of trust in the commission of the crime;

(4) The inmate was armed with or used a firearm or other deadly weapon in the commission of the crime;

(5) A victim suffered great bodily injury during the commission of the crime;

(6) The inmate committed the crime in association with a criminal street gang;

(7) The inmate occupied a position of leadership or dominance over other participants in the commission of the crime, or the inmate induced others to participate in the commission of the crime;

(8) During the commission of the crime, the inmate had a clear opportunity to cease but instead continued;

(9) The inmate has engaged in other reliably documented criminal conduct which was an integral part of the crime for which the inmate is currently committed to prison;

(10) The manner in which the crime was committed created a potential for serious injury to persons other than the victim of the crime;

(11) The inmate was on probation, parole, post release community supervision, mandatory supervision or was in custody or had escaped from custody at the time of the commitment offense;

(12) The inmate was on any form of pre- or post-conviction release at the time of the commitment offense;

(13) The inmate's prior history of violence, whether as a juvenile or adult;

(14) The inmate has engaged in misconduct in prison or jail;

(15) The inmate is incarcerated for multiple cases from the same or different counties or jurisdictions.

(e) The following circumstances shall be considered by the hearing officer in determining whether the inmate is suitable for release:

(1) The inmate does not have a juvenile record of assaulting others or committing crimes with a potential of harm to victims;

(2) The inmate lacks any history of violent crime;

(3) The inmate has demonstrated remorse;

(4) The inmate's present age reduces the risk of recidivism;

(5) The inmate has made realistic plans if released or has

Section 667.5 or 3040.1 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(b) An inmate whose current commitment includes an indeterminate sentence shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(c) An inmate whose current commitment includes any enhancement which makes the underlying offense violent pursuant to subdivision (c) of Section 667.5 shall be deemed a violent offender for purposes of Section 32 of Article I of the Constitution.

(d) For purposes of Section 32 of Article I of the Constitution, the "full term" of the "primary offense" shall be calculated based only on actual days served on the commitment offense.

#### **Section 3040.4 is added to the Penal Code to read:**

Pursuant to subsection (b) of Section 28 of Article I of the Constitution, the Department shall give reasonable notice to victims of crime prior to an inmate being reviewed for early parole and release. The Department shall provide victims with the right to be heard regarding early parole consideration and to participate in the review process. The Department shall consider the safety of the victims, the victims' family, and the general public when making a determination on early release.

(a) Prior to conducting a review for early parole, the Department shall provide notice to the prosecuting agency or agencies and to registered victims, and shall make reasonable efforts to locate and notify victims who are not registered.

(b) The prosecuting agency shall have the right to review all information available to the hearing officer including, but not limited to the inmate's central file, documented adult and juvenile criminal history, institutional behavior including both rehabilitative programming and institutional misconduct, any input from any person or organization advocating on behalf of the inmate, and any information submitted by the public.

(c) A victim shall have a right to submit a statement for purposes of early parole consideration, including a confidential statement.

(d) All prosecuting agencies, any involved law enforcement agency, and all victims, whether or not registered, shall have the right to respond to the board in writing.

(e) Responses to the Board by prosecuting agencies, law enforcement agencies, and victims must be made within 90 days of the date of notification of the inmate's eligibility for early parole review or consideration.

(f) The Board shall notify the prosecuting agencies, law enforcement agencies, and the victims of the Nonviolent Offender Parole decision within 10 days of the decision being made.

(g) Within 30 days of the notice of the final decision concerning Nonviolent Offender Parole Consideration, the inmate and the prosecuting agencies may request review of the decision.

(h) If an inmate is denied early release under the Nonviolent Offender Parole provisions of Section 32 of Article I of the Constitution, the inmate shall not be eligible for early Nonviolent Offender parole consideration for two (2) calendar years from the date of the final decision of the previous denial.

#### **Section 3041 of the Penal Code is amended to read:**

[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a)(1) In the case of any inmate sentenced pursuant to any law, other than Chapter 4.5 (commencing with Section 1170) of Title 7 of Part 2, the Board of Parole Hearings shall meet with each inmate during the sixth year before the inmate's minimum suitable parole date for

board shall vote to either grant or deny parole and render a statement of decision. The on banc review shall be conducted pursuant to subdivision (e).

(4) Upon a grant of parole, the inmate shall be released subject to all applicable review periods. However, an inmate shall not be released before reaching his or her minimum eligible parole date as set pursuant to Section 3046 unless the inmate is eligible for earlier release pursuant to his or her youth offender parole eligibility date or elderly parole eligibility date.

(5) At least one commissioner of the panel shall have been present at the last preceding meeting, unless it is not feasible to do so or where the last preceding meeting was the initial meeting. Any person on the hearing panel may request review of any decision regarding parole for an on banc hearing by the board. In case of a review, a majority vote in favor of parole by the board members participating in an on banc review is required to grant parole to any inmate.

(b)(1) The panel or the board, sitting on banc, shall grant parole to an inmate unless it determines that the gravity of the current convicted offense or offenses, or the timing and gravity of current or past convicted offense or offenses, is such that consideration of the public safety requires a more lengthy period of incarceration for this individual. The panel or the board, sitting on banc, shall consider the entire criminal history of the inmate, including all current or past convicted offenses, in making this determination.

(2) After July 30, 2001, any decision of the parole panel finding an inmate suitable for parole shall become final within 120 days of the date of the hearing. During that period, the board may review the panel's decision. The panel's decision shall become final pursuant to this subdivision unless the board finds that the panel made an error of law; or that the panel's decision was based on an error of fact; or that new information should be presented to the board, any of which when corrected or considered by the board has a substantial likelihood of resulting in a substantially different decision upon a rehearing. In making this determination, the board shall consult with the commissioners who conducted the parole consideration hearing.

(3) A decision of a panel shall not be disapproved and referred for rehearing except by a majority vote of the board, sitting on banc, following a public meeting.

(c) For the purpose of reviewing the suitability for parole of those inmates eligible for parole under prior law at a date earlier than that calculated under Section 1170.2, the board shall appoint panels of at least two persons to meet annually with each inmate until the time the person is released pursuant to proceedings or reaches the expiration of his or her term as calculated under Section 1170.2.

(d) It is the intent of the Legislature that, during times when there is no backlog of inmates awaiting parole hearings, life parole consideration hearings, or life rescission hearings, hearings will be conducted by a panel of three or more members, the majority of whom shall be commissioners. The board shall report monthly on the number of cases where an inmate has not received a completed initial or subsequent parole consideration hearing within 30 days of the hearing date required by subdivision (a) of Section 3041.5 or paragraph (2) of subdivision (b) of Section 3041.5, unless the inmate has waived the right to those timeframes. That report shall be considered the backlog of cases for purposes of this section, and shall include information on the progress toward eliminating the backlog, and on the number of inmates who have waived their right to the above timeframes. The report shall be made public at a regularly scheduled meeting of the board and a written report shall be made available to the public and

en banc review.

**Section 3454 of the Penal Code is amended to read:**  
[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Each supervising county agency, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, shall establish a review process for assessing and refining a person's program of postrelease supervision. Any additional postrelease supervision conditions shall be reasonably related to the underlying offense for which the offender spent time in prison, or to the offender's risk of recidivism, and the offender's criminal history, and be otherwise consistent with law.

(b) Each county agency responsible for postrelease supervision, as established by the county board of supervisors pursuant to subdivision (a) of Section 3451, may determine additional appropriate conditions of supervision listed in Section 3453 consistent with public safety, including the use of continuous electronic monitoring as defined in Section 1210.7, order the provision of appropriate rehabilitation and treatment services, determine appropriate incentives, and determine and order appropriate responses to alleged violations, which can include, but shall not be limited to, immediate, structured, and intermediate sanctions up to and including referral to a reentry court pursuant to Section 3015, or flash incarceration in a city or county jail. Periods of flash incarceration are encouraged as one method of punishment for violations of an offender's condition of postrelease supervision.

(c) As used in this title, "flash incarceration" is a period of detention in a city or county jail due to a violation of an offender's conditions of postrelease supervision. The length of the detention period can range between one and 10 consecutive days. Flash incarceration is a tool that may be used by each county agency responsible for postrelease supervision. Shorter, but if necessary more frequent, periods of detention for violations of an offender's postrelease supervision conditions shall appropriately punish an offender while preventing the disruption in a work or home establishment that typically arises from longer term revocations.

(d) Upon a decision to impose a period of flash incarceration, the probation department shall notify the court, public defender, district attorney, and sheriff of each imposition of flash incarceration.

**Section 3455 of the Penal Code is amended to read:**  
[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) If the supervising county agency has determined, following application of its assessment processes, that intermediate sanctions as authorized in subdivision (b) of Section 3454 are not appropriate, or if the supervised person has violated the terms of his or her release for a third time, the supervising county agency shall petition the court pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision. At any point during the process initiated pursuant to this section, a person may waive, in writing, his or her right to counsel, admit the violation of his or her postrelease community supervision, waive a court hearing, and accept the proposed modification of his or her postrelease community supervision. The petition shall include a written report that contains additional information regarding the petition, including the relevant terms and conditions of postrelease community supervision, the circumstances of the alleged underlying violation, the history and background of the violator, and any accommodations. The Judicial Council shall adopt

person subject to postrelease community supervision is violating any term or condition of his or her release, or has failed to appear at a hearing pursuant to Section 1203.2 to revoke, modify, or terminate postrelease community supervision, the officer may, without a warrant or other process, arrest the person and bring him or her before the supervising county agency established by the county board of supervisors pursuant to subdivision (a) of Section 3451. Additionally, an officer employed by the supervising county agency may seek a warrant and a court or its designated hearing officer appointed pursuant to Section 71622.5 of the Government Code shall have the authority to issue a warrant for that person's arrest.

(2) The court or its designated hearing officer shall have the authority to issue a warrant for a person who is the subject of a petition filed under this section who has failed to appear for a hearing on the petition or for any reason in the interests of justice, or to remand to custody a person who does appear at a hearing on the petition for any reason in the interests of justice.

(3) Unless a person subject to postrelease community supervision is otherwise serving a period of flash incarceration, whenever a person who is subject to this section is arrested, with or without a warrant or the filing of a petition for revocation, the court may order the release of the person under supervision from custody under any terms and conditions the court deems appropriate.

(c) The revocation hearing shall be held within a reasonable time after the filing of the revocation petition, except as provided in paragraph (3) of subdivision (b), based upon a showing of a preponderance of the evidence that a person under supervision poses an unreasonable risk to public safety, or that the person may not appear if released from custody, or for any reason in the interests of justice, the supervising county agency shall have the authority to make a determination whether the person should remain in custody pending the first court appearance on a petition to revoke postrelease community supervision, and upon that determination, may order the person confined pending his or her first court appearance.

(d) Confinement pursuant to paragraphs (1) and (2) of subdivision (a) shall not exceed a period of 180 days in a county jail for each custodial sanction.

(e) A person shall not remain under supervision or in custody pursuant to this title on or after three years from the date of the person's initial entry onto postrelease community supervision, except when his or her supervision is tolled pursuant to Section 1203.2 or subdivision (h) of Section 3456.

## SEC. 5. DNA COLLECTION

**Section 296 of the Penal Code is amended to read:**  
[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) The following persons shall provide buccal swab samples, right thumbprints, and a full palm print impression of each hand, and any blood specimens or other biological samples required pursuant to this chapter for law enforcement identification analysis:

(1) Any person, including any juvenile, who is convicted of or pleads guilty or no contest to any felony offense, or is found not guilty by reason of insanity of any felony offense, or any juvenile who is adjudicated under Section 602 of the Welfare and Institutions Code for committing any felony offense.

(2) Any adult person who is arrested for or charged with any of the following felony offenses:

(A) Any felony offense specified in Section 290 or attempt to commit any felony offense described in Section 290, or any felony offense that imposes upon a person the duty to register in California as a sex offender under Section 290

punishable as a misdemeanor pursuant to subdivision (b) of Section 476;

(D) A violation of Section 487 that is punishable as a misdemeanor pursuant to Section 490.2;

(E) A violation of Section 496 that is punishable as a misdemeanor;

(F) A misdemeanor violation of subdivision (a) of Section 11350 of the Health and Safety Code;

(G) A misdemeanor violation of subdivision (a) of Section 11377 of the Health and Safety Code;

(H) A misdemeanor violation of paragraph (1) of subdivision (c) of Section 243;

(I) A misdemeanor violation of Section 273.5;

(J) A misdemeanor violation of paragraph (1) of subdivision (b) of Section 368;

(K) Any misdemeanor violation where the victim is defined as set forth in Section 6211 of the Family Code;

(L) A misdemeanor violation of paragraph (3) of subdivision (b) of Section 647;

~~(4)(5)~~ The term "felony" as used in this subdivision includes an attempt to commit the offense.

~~(5)(6)~~ Nothing in this chapter shall be construed as prohibiting collection and analysis of specimens, samples, or print impressions as a condition of a plea for a non-qualifying offense.

(b) The provisions of this chapter and its requirements for submission of specimens, samples and print impressions as soon as administratively practicable shall apply to all qualifying persons regardless of sentence imposed, including any sentence of death, life without the possibility of parole, or any life or indeterminate term, or any other disposition rendered in the case of an adult or juvenile tried as an adult, or whether the person is diverted, fined, or referred for evaluation, and regardless of disposition rendered or placement made in the case of juvenile who is found to have committed any felony offense or is adjudicated under Section 602 of the Welfare and Institutions Code.

(c) The provisions of this chapter and its requirements for submission of specimens, samples, and print impressions as soon as administratively practicable by qualified persons as described in subdivision (a) shall apply regardless of placement or confinement in any mental hospital or other public or private treatment facility, and shall include, but not be limited to, the following persons, including juveniles:

(1) Any person committed to a state hospital or other treatment facility as a mentally disordered sex offender under Article 1 (commencing with Section 6300) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(2) Any person who has a severe mental disorder as set forth within the provisions of Article 4 (commencing with Section 2960) of Chapter 7 of Title 1 of Part 3 of the Penal Code.

(3) Any person found to be a sexually violent predator pursuant to Article 4 (commencing with Section 6600) of Chapter 2 of Part 2 of Division 6 of the Welfare and Institutions Code.

(d) The provisions of this chapter are mandatory and apply whether or not the court advises a person, including any juvenile, that he or she must provide the data bank and database specimens, samples, and print impressions as a condition of probation, parole, or any plea of guilty, no contest, or not guilty by reason of insanity, or any admission to any of the offenses described in subdivision (a).

(e) If at any stage of court proceedings the prosecuting attorney determines that specimens, samples, and print impressions required by this chapter have not already been taken from any person, as defined under subdivision (a) of Section 296, the prosecuting attorney shall notify the court orally on the record, or in writing, and arrange

a juvenile shall not invalidate an arrest, plea, conviction, or disposition, or otherwise relieve a person from the requirements of this chapter.

## SEC. 6. SHOPLIFTING

**Section 459.5 of the Penal Code is amended to read:**  
[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to ~~commit larceny~~ steal retail property or merchandise while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars (\$950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (e) of Section 290 may be punished pursuant to subdivision (h) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

(c) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(d) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(e) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484c, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

**Section 490.2 of the Penal Code is amended to read:**  
[language added to an existing section of law is designated in underlined type and language deleted is designated in ~~strikeout~~ type]

(a) Notwithstanding Section 487 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars (\$950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (e) of Section 290.

(b) This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.

(c) This section shall not apply to theft of a firearm, forgery, the unlawful sale, transfer, or conveyance of an access card pursuant to Section 484c, forgery of an access card pursuant to Section 484f, the unlawful use of an access card pursuant to Section 484g, theft from an elder pursuant to subdivision (e) of Section 368, receiving stolen property, embezzlement, or identity theft pursuant to Section 530.5, or the theft or unauthorized

access card pursuant to Section 484c

(12) Forgery of an access card pursuant to Section 484f.

(13) The unlawful use of an access card pursuant to Section 484g.

(14) Identity theft pursuant to Section 530.5.

(15) The theft or unauthorized use of a vehicle pursuant to Section 10851 of the Vehicle Code.

(b) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, any person who, having been previously convicted of two or more of the offenses specified in subdivision (a), which offenses were committed on separate occasions, and who is subsequently convicted of petty theft or shoplifting where the value of the money, labor, or real or personal property taken exceeds two hundred fifty dollars (\$250) shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(c) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

## SEC. 8. ORGANIZED RETAIL THEFT

**Section 490.4 is added to the Penal Code to read:**

(a) "Retail property or merchandise" means any article, product, commodity, item or component intended to be sold in retail commerce.

(b) "Value" means the retail value of an item as advertised by the affected retail establishment, including applicable taxes.

(c) Any person, who, acting in concert with one or more other persons, commits two (2) or more thefts pursuant to Sections 459.5 or 490.2 of retail property or merchandise having an aggregate value exceeding two hundred fifty dollars (\$250) and unlawfully takes such property during a period of one hundred eighty days (180) is guilty of organized retail theft.

(d) Notwithstanding subsection (3) of subdivision (h) of Section 1170, subsections (2) and (4) of subdivision (a) of Section 1170.12, subsections (2) and (4) of subdivision (c) of Section 667, organized retail theft shall be punished by imprisonment in the county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.

(e) For purposes of this section, the value of retail property stolen by persons acting in concert may be aggregated into a single count or charge, with the sum of the value of all of the retail merchandise being the values considered in determining the degree of theft.

(f) An offense under this section may be prosecuted in any county in which an underlying theft could have been prosecuted as a separate offense.

(g) This section does not prohibit a person or persons from being charged with any violation of law arising out of the same criminal transaction that violates this section.

## SEC. 9. AMENDMENTS

This act shall not be amended by the Legislature except by a statute that furthers the purposes, findings and declarations of the Act and is passed in each house by roll call vote entered in the journal, three-fourths of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

## SEC. 10. SEVERABILITY

If any provision of this Act, or any part of any provision, or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications which can be given effect without the invalid or unconstitutional provision or

measure is later held invalid, this measure shall be self-executing and given full force and effect.

## RESOLUTION 2020-XXXX

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE SUPPORTING THE REDUCING CRIME AND KEEPING CALIFORNIA SAFE ACT.

**WHEREAS**, protecting every person in our state, including our most vulnerable children, from violent crime is of the utmost importance. Murderers, rapists, child molesters and other violent criminals should not be released early from prison; and

**WHEREAS**, recent changes to parole laws allowed the early release of dangerous criminals by the law's failure to define certain crimes as "violent." These changes allowed individuals convicted of sex trafficking of children, rape of an unconscious person, felony assault with a deadly weapon, battery on a police officer or firefighter, and felony domestic violence to be considered "nonviolent offenders."; and

**WHEREAS**, as a result, these so-called "non-violent" offenders are eligible for early release from prison after serving only a fraction of the sentence ordered by a judge; and

**WHEREAS**, violent offenders are also being allowed to remain free in our communities even when they commit new crimes and violate the terms of their post release community supervision, like the gang member charged with the murder of Whittier Police Officer, Keith Boyer; and

**WHEREAS**, A total of 33 of the state's 58 counties saw increases in their violent crime rates in 2017, and this measure reforms the law so felons who violate the terms of their release can be brought back to court and held accountable for such violations; and

**WHEREAS**, nothing in this act is intended to create additional "strike" offenses which would increase the state prison population, nor is it intended to affect the ability of the California Department of Corrections and Rehabilitation to award educational and merit credits; and

**WHEREAS**, recent changes to California law allow individuals who steal repeatedly to face few consequences, regardless of their criminal record or how many times they steal; and

**WHEREAS**, grocery store operators around the state have seen unprecedented increases in the amount of losses associated with shoplifting in their stores, with some reporting up to 150% increases in these losses and shoplifting incidents have started to escalate in such a manner that have endangered innocent customers and employees; and

**WHEREAS**, California needs stronger laws for those who are repeatedly convicted of theft related crimes, which will encourage those who repeatedly steal to support their drug problem to enter into existing drug treatment programs. This measure enacts such reforms; and

**WHEREAS**, collecting DNA from criminals is essential to solving violent crimes; and

**WHEREAS**, peer-reviewed studies have shown that DNA collection makes violent offenders statistically less likely to re-offend; and

**WHEREAS**, permitting collection of more DNA samples will help identify suspects, clear the innocent and free the wrongly convicted, and

**WHEREAS**, restrictions on DNA collection in recent years has resulted in hundreds of fewer cold case hits on violent crimes including murder, rape, and robbery; and

**WHEREAS**, DNA collected in 2015 from a convicted child molester solved the rape-murders of two six-year-old boys that occurred three decades ago in Los Angeles County. DNA collected in 2016 from an individual caught driving a stolen car solved the 2012 San Francisco Bay Area rape/murder of an 83-year-old woman; and

**WHEREAS**, recent changes to California law unintentionally eliminated DNA collection for theft and drug crimes. This measure restores DNA collection from persons convicted for such offenses; and

**WHEREAS**, this measure does not affect existing legal safeguards that protect the privacy of individuals by allowing for the removal of their DNA profile if they are not charged with a crime, are acquitted or are found innocent.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Gustine hereby supports the Reducing Crime and Keeping California Safe Act.

**AYES:**

**NOES**

**ABSENT:**

**ABSTAIN:**

**APPROVED**

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**Patrick Nagy, Mayor**

**ATTEST**

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**City Clerk**



ITEM NO. 6

## COUNCIL AGENDA ITEM

### AUGUST 18, 2020

**PREPARED BY:** Jami Westervelt, Economic & Community Development Director

**SUBJECT:** CDBG-CV Application

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#### BACKGROUND/DISCUSSION

The COVID-19 pandemic has brought with it not only a physical toll, but also an economic toll. While the Council has expressed a desire to try to assist local businesses during closures, securing a funding stream for such activities is difficult for a City the size of Gustine.

Staff has spent a good deal of time searching for programs that would provide the City a means to provide forgivable loans or grants to local businesses forced to close. One program the City found it could apply for is the Community Development Block Grant program (CDBG), called CDBG-CV funds. Approximately 20 years ago, the City had a loan program to local homeowners with CDBG funds and, in recent years, used CDBG funds to repair a roof and replace HVAC units at the Al Goman Center.

The California Department of Housing and Community Development (HCD) controls the CDBG funds for non-entitlement jurisdictions, like Gustine. HCD states that the purpose of CDBG is to "...partner with rural cities and counties to improve the lives of their low- and moderate-income residents..." Consequently, CDBG program qualifications tie back to the income levels of those participating in, or served by, the CDBG program. HCD is also administering the CDBG-CV program.

It is very important to understand that CDBG-CV for Gustine is **not** a direct, automatic grant program that any business in distress could apply for and receive. The attached overview outlines the requirements of the program, from parameters to application needs. The program requires the businesses to provide detailed information to apply and the business must meet income requirements to receive funding.

The program requires a large commitment from the City. The state "strongly recommends" that agencies utilize resources that have experience in underwriting for these types of programs, as the City has underwriting responsibility for the loans based on financials provided. The City does not have experienced loan underwriters on Staff.

Staff has considered a consultant to assist with the project underwriting and the time-intensive CDBG requirements. The consultant it has used for its previous CDBG projects does not do this work for these types of CDBG funds, which differ from the previous CDBG projects. Staff has not yet been able to identify another consultant. Finding a

consultant to assist with the work that will not consume a large portion of the available funding is challenging.

Staff spoke with businesses most impacted by COVID-19 closures about the program, application needs and income requirements. Due to varying situations, the severity of the need for assistance varies. Factors such as whether the business owner owns the building, or has a mortgage or rent payment, contribute to whether a business is in "eminent danger" of failure.

In order to receive CDBG-CV funding, a business must have both a desire to complete the steps necessary to apply and participate, and meet the thresholds set forth by the program. Staff believes the businesses owners who staff spoke with a desire to participate would not qualify for the program income requirements.

**RECOMMENDATION**

Council to discuss and provide direction.

**EXHIBIT(S)**

A.) CDBG-CV Project- CARES Funding City of Gustine Business Assistance

**APPROVED BY:**

  
for DOUG DUNEORD, CITY MANAGER

## **CDBG-CV Project- CARES Funding City of Gustine Business Assistance**

### **Basic Program Parameters:**

- Must show a direct relationship between a NEED for the service and COVID-19.
- The business must be in "imminent danger of failure" to receive funding.
- The program requires fulfillment of a CDBG National Objective—this one being Job Retention.
  - This can be retention of employees (keeping employees paid) or retention of the job for the sole proprietor of the business
- The program must serve Low-to-Moderate-Income (LMI) persons (see below).

### **General Business Criteria:**

- Must be in business since 2019
- Less than 25 Full-time-equivalent employees
- No liens or unpaid taxes

### **Application materials (minimum) required of businesses:**

- Credit check of business owner(s)
- Provide past financial information of business including profit and business tax return where applicable
- Provide personal tax return (for determining combined household income threshold eligibility)
- Other paperwork as required

### **Low-to-Moderate-Income (LMI) Requirements-**

- a. The City does not qualify for overall as a community any longer
  - Jurisdictions where more than 50% of the population is LMI qualify as a community.
  - Gustine has a percentage of 46.7% (rounding is not allowed).
- b. Individuals in the Jobs Retained may meet the income requirements
  - Business with employees- The employees may meet the requirements
  - Sole proprietorships- The owners must meet the requirements.

IMPORTANT: CDBG calculates income on the income of the entire **household**.



## COUNCIL AGENDA ITEM AUGUST 18, 2020

**PREPARED BY:** Doug Dunford, City Manager

**SUBJECT: Consider Ordinance to Amend Sections 11-5-162, 11-5-166, 11-5-167, and 11-5-168 Of The Gustine Municipal Code Related To Discontinuance Of Water Service For Nonpayment**

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### **BACKGROUND/DISCUSSION**

In Fall 2018, former Governor Jerry Brown signed SB 998, the Water Shutoff Protection Act (the "Act" or "SB 998"). The purpose of the Act was to provide additional procedural protections to residential water customers before the discontinuation of water service. The Act is codified at Health & Safety Code § 116900, *et seq.* and expands on existing procedural safeguards contained in the Public Utilities Code and Government Code relating to utility service disconnections. Local jurisdictions have been required to comply with the act on and after February 1, 2020.

SB 998 applies to all "urban and community water systems." An urban and community water system is any public or private water system that supplies water to more than 200 service connections. The City, having more than 200 service connections, meets this requirement and is thus subject to the provisions of the Act.

Under the Act, a water system must adopt a written policy on discontinuation of water service for nonpayment and make it available on the water system's website, if it has one. The policy must be available in English, Spanish, Chinese, Tagalog, Vietnamese, Korean, and any other language spoken by ten percent or more people within the system's service area.

More significantly, the Act requires that payments for residential water service must be delinquent for at least sixty (60) days before a water system may discontinue residential water service. The Act specifies certain substantive and procedural requirements for providing notice prior to discontinuing residential water service. Additionally, the Act prohibits discontinuance of water service, even if there has been a delinquent account for at least sixty days, in the event of certain medical or financial circumstances. In those situations, the City may not discontinue residential water service if the customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment with respect to all delinquent charges and submits certain required information.

The proposed ordinance amends certain sections of the Gustine Municipal Code pertaining to discontinuance of water service due to nonpayment in order to comply

with SB 998. Some provisions of the City's water ordinance have not been amended since 1966, and do not reflect current City best practice or State law requirements on notice. The proposed amendments remove language that water may be shutoff after 5 days of nonpayment, and instead state that discontinuance of residential water service shall comply with the applicable provisions of State law and the City's policy on discontinuance of water service.

Nothing in the proposed ordinance supersedes, cancels, or otherwise modifies the State and Local Emergency Orders in effect prohibiting certain water shut-offs during the current COVID-19 pandemic. The proposed ordinance does not affect the City Council's May 5, 2020 Urgency Ordinance waiving late fees and penalties for nonpayment of water and sewer service.

**FISCAL IMPACT**

There is no fiscal impact at this time. In the event of potential discontinuance of water service due to nonpayment, additional Staff time and costs for noticing may be required and accommodations for alternate payment plans.

**RECOMMENDATION**

Introduce and waive further reading of Ordinance No. XXX to amend sections 11-5-162, 11-5-166, 11-5-167, and 11-5-168 of the Gustine Municipal Code related to discontinuance of water service for nonpayment.

**EXHIBIT(S)**

- A.) Ordinance No. 2020-XX

**ORDINANCE NO. XXX**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUSTINE  
TO AMEND SECTIONS 11-5-162, 11-5-166, 11-5-167, AND 11-5-  
168 OF THE GUSTINE MUNICIPAL CODE RELATED TO  
DISCONTINUANCE OF WATER SERVICE FOR NONPAYMENT**

**WHEREAS**, the Legislature enacted Senate Bill 998 to impose certain procedures and safeguards prior to discontinuance of residential water service; and

**WHEREAS**, the City Council of the City of Gustine desires to update the Gustine Municipal Code to reflect state law changes and better serve the City's needs.

**NOW, THEREFORE**, the City Council of the City of Gustine does ordain as follows:

**SECTION 1.** The City Council hereby repeals and replaces Section 11-5-162 of the Gustine Municipal Code to read as follows:

**Sec. 11-5-162. - Nonpayment of water bills; notice to consumer.**

Charges for water service and use become delinquent if not paid on or before the last day of the month billed. If a bill for services becomes delinquent, the finance department shall send the user a written notice regarding discontinuance of water service that shall comply with the requirements set forth in Public Utilities Code Sections 10009 et seq. and Health and Safety Code Sections 116900 et seq., as applicable and as those sections may be amended, and the City's policy on discontinuation of water service.

**SECTION 2.** The City Council hereby repeals and replaces Section 11-5-166 of the Gustine Municipal Code to read as follows:

**Sec. 11-5-166. - Turning on of water after service is discontinued.**

Where a service has been discontinued for nonpayment of bills and the owner or consumer has turned the water on again, or permitted the water to be turned on at the service, without authorization and without paying the delinquent charges and any other fees which may be due, the City may turn off and lock the meter, and a charge as established by resolution shall be made to turn on the service.

**SECTION 3.** The City Council hereby repeals and replaces Section 11-5-167 of the Gustine Municipal Code to read as follows:

**Sec. 11-5-167. - Discontinuance of water service.**

On failure to comply with the rules and regulations established as a condition of the use of water, or to pay the rates or any penalty imposed in the time and manner provided by this article, water may be shut off on any and all services where the delinquent consumer is being supplied with water, until payment of all amounts due is made with additional charges for reconnection as established by resolution. Discontinuance of residential water service shall comply with the requirements set forth in Public Utilities Code Sections 10009 et seq. and Health

and Safety Code Sections 116900 et seq., as applicable and as those sections may be amended, and the City's policy on discontinuation of water service.

**SECTION 4.** The City Council hereby repeals and replaces Section 11-5-168 of the Gustine Municipal Code to read as follows:

**Sec. 11-5-168. - Adjustment of complaints.**

The department of finance shall have the power to adjust complaints, and in the event of any dispute as to the water charges to be paid by any water consumer, the finance department shall determine the charges. The handling of complaints, requests for investigation, requests for payment arrangements, and appeals relating to discontinuance of residential water service for nonpayment shall be handled in accordance with the City's policy on discontinuation of water service.

**SECTION 5.** This Ordinance shall take effect thirty (30) days after its adoption.

**SECTION 6:** The City Clerk shall publish this Ordinance as required by law.

**SECTION 7:** If any section, subsection, subdivision, sentence, clause, phrase or portion of this ordinance, or the application thereof to any person or place, if for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or places.

I, Melanie Correa, Deputy City Clerk of the City of Gustine, hereby certify the foregoing Ordinance was introduced on August 18, 2020 and second reading and adoption was approved on the \_\_\_\_ day of \_\_\_\_\_, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED**

\_\_\_\_\_  
PATRICK NAGY, MAYOR

**ATTEST**

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