



AGENDA CITY OF GUSTINE CITY COUNCIL

COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA

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

OCTOBER 20, 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> or via telephone by dialing (872) 240-3212, access code: 528-193-397.
2. Members of the public who wish to comment on matters before the Council, in lieu of doing so in person, may do so by joining the meeting virtually or by dialing in via telephone. 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. A list of telephone keypad commands is available immediately following the City Council agenda in the agenda packet. Alternatively, members of the public may provide comment on an item by submitting an email to the City Clerk at: 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 October 20, 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

Please take a moment to silence your cell phones.

ROLL CALL

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

PRESENTATIONS

PUBLIC COMMENT

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

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

CONSENT CALENDAR

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

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

1. **Minutes of the October 6, 2020 Regular Meeting**
Recommendation: Review and approve
2. **Warrants**
Recommendation: Review and approve
3. **Treasurer's Report – September 2020**
Recommendation: Review and file
4. **Approve Police Lieutenant Employment Agreement**
Recommendation: Approve agreement
5. **Approve Gustine Employee Salary Schedule**
Recommendation: Review and approve
6. **Approve Resolution Declaring Surplus Property**
Recommendation: Review and approve

ADMINISTRATIVE AGENDA

7. **Consider Acceptance and Approval of the Airport Annual Capital Improvement Program**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to accept and approve the 2021-2025 Airport Capital Improvement Program
8. **Consider Request from American Legion for Use of City Streets and Services for Veteran's Day Procession**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to approve the use of City streets and services for a Veteran's Day Procession
9. **Consider Authorizing City Manager to Enter into Agreement for Land Donation – APNs: 020-030-16 and 020-030-17**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to authorize City Manager to enter into an agreement with Merced County for land donation for APNs 020-030-16 and 020-030-17
10. **Consider Authorizing City Manager to Enter into Agreement for Land Donation – APN: 020-081-003**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to authorize City Manager to enter into an agreement with Merced County for land donation for APN 020-081-003

11. **Consider Authorizing City Manager to Enter into Agreement for California Violence and Intervention Program (CalVIP) Grant**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to authorize City Manager to enter into an agreement with Gustine Unified School District and First Behavioral Health Urgent Care Center for the CalVIP grant

12. **Consider Authorizing City Manager to Enter into Agreement for CalVIP Grant Matching Funds**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to authorize City Manager to enter into an agreement with Legacy Health Endowment for CalVIP Grant matching funds

13. **Consider Approving Expenditure for City Holiday Decor**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to approve an expenditure not to exceed \$13,412.46 for City holiday decor

14. **Consider Appointments to Mayoral and Council member Seats as per Elections Code Section 10229**
 1. Receive Staff Report
 2. Receive Public Comment
 3. Consider a motion to appoint Mayor and two Council members to their full terms commencing in December 2020

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

ADJOURNMENT

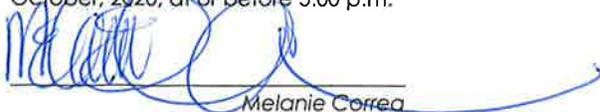
Note:

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

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

CERTIFICATION

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5th Street, Gustine CA and made available for public review on this 15th day of October, 2020, at or before 5:00 p.m.


Melanie Correa

CITY COUNCIL MEETING LOGIN / DIAL-IN INSTRUCTIONS

Web Login:

<https://global.gotomeeting.com/join/528193397>

Dial in: (872) 240-3212

Access Code: 528-193-397

Dial-in Participants:

The following keypad commands are available to those who dial-in to attend the meeting telephonically:

- ***6** – Mute or unmute your audio.
- ***3** – Turn "on-hold" beeps on or off
- ***4** – Hear a menu of keypad commands available to you.

In accordance with Executive Order N-29-20 and the State's proclamation of emergency regarding the threat of the COVID-19 virus, all members of the public are encouraged to abide by local and state public health recommendations, including but not limited to the CDPH's imposition of "social distancing" requirements to allow space of 6 feet per person at public events.

In order to comply with these measures and still provide public access to the City Council's meeting, the City is temporarily providing a free online meeting platform and a free teleconference line in which members of the public may login, or call-in and participate in the meeting, which is available by logging into the above website address or by dialing: (872) 240-3212; access code: 528-193-397.

**MINUTES OF
REGULAR MEETING
OCTOBER 6, 2020**

The Council meeting was conducted via GoToMeeting, and was held virtually with the use of an online meeting room and teleconference dial-in phone number.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

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

Staff present: City Manager Doug Dunford, City Attorney Ashley Zambrano, Police Chief Ruben Chavez, Economic Community Development Director Jami Westervelt, Recreation Manager Tiffany Vitorino, Finance Manager Jas Biring, and Deputy City Clerk/Human Resources Director Melanie Correa

PRESENTATIONS

1. **Police Officer of the Year**
Officer C. Bayer

Chief Chavez shared several of Officer Bayer's accomplishments while being with the department, including the resurrection of the Police Explorer program. Mayor Nagy and Chief Chavez presented Officer Bayer with a check for his service achievement.

PUBLIC COMMENT

Sherri Marsigli, 820 North Ave Gustine, complimented Chief Chavez and his department for the meeting so quickly to discuss her concerns resulting from the prior meeting. She remarked on how impressed she and her husband were with the professionalism of the department.

CONSENT CALENDAR

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

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

2. **Minutes of the September 15, 2020 Regular Meeting**
Recommendation: Review and approve
3. **Minutes of the September 22, 2020 Special Meeting**
Recommendation: Review and approve
4. **Warrants**
Recommendation: Review and approve
5. **Approve Resolution Approving Employment Contract for Interim Public Works Director**
Recommendation: Approve resolution
6. **Approve Police Lieutenant Employment Agreement**

Recommendation: Approve agreement

7. Approve Gustine Employee Salary Schedule

Recommendation: Review and approve

8. Approve Resolution Adopting a Policy on Discontinuation of Water Service for Nonpayment

Recommendation: Review and approve

Mayor Nagy introduced the consent calendar and reported that items 6 and 7 were being pulled from consideration. There was no public comment. Mayor Pro Tem Oliveira made a motion to approve the consent calendar without items 6 and 7. The motion was seconded by Council member Ford and carried 5-0 by roll call vote.

ADMINISTRATIVE AGENDA

9. Consider Request from Gustine Chamber of Commerce for Use of City Streets, Services and Allowance of Food Vendors for Old Fashioned Christmas at Home Event

1. Receive Staff Report
2. Receive Public Comment
3. Consider a motion to approve Gustine Chamber of Commerce use of City streets and services, and the allowance of food vendors at the annual Old Fashioned Christmas at Home

City Manager Dunford presented the staff report. Sherri Marsigli, 820 North Ave Gustine, expressed how disheartening it is not to be able to have the annual parade. Mayor Pro Tem Oliveira suggested that Council should specify the number of food trucks to be allowed. Council member Alexander made a motion to approve the use of City streets and services, and to allow no more than four non-competitive food trucks. The motion was seconded by Council member Turner and carried 5-0 by roll call vote.

10. Consider Cost and Design Options for Schmidt Park Playground through Per Capita Parks Program

1. Receive Staff Report
2. Receive Public Comment
3. Consider options, and entertain a motion to enter into an agreement with GameTime for playground equipment, site prep and installation

Economic Community Development Director Westervelt presented the staff report and gave a presentation on the various options up for consideration. Craig Christensen, via telephone, offered assistance to relocate any of the existing playground equipment. He provided his opinion of the surfacing options. There was some discussion from Council. Mayor Pro Tem Oliveira made a motion to approve Option #2 (playground plus the added swing bank option) with integrated shade and engineered wood fiber chips as ground cover. The motion was seconded by Council member Alexander and carried 5-0 by roll call vote.

11. Consider Authorizing Expenditure to Implement ADA Access at Tennis Courts

1. Receive Staff Report
2. Receive Public Comment
3. Consider a motion to authorize an expenditure not to exceed \$33,000 to implement ADA accessible ramps at Tennis Courts located in Schmidt Park.
4. Provide staff with direction on application for the Christopher and Dana Reeve Foundation grant

Economic Community Development Director Westervelt presented the staff report. Craig Christensen, via telephone, inquired what the distance of the proposed ramp would need to be, to which Mrs. Westervelt provided information. After some discussion, City Manager Dunford suggested that Measure V Alternative Mode Funding could be utilized as an alternative. Mayor Pro Tem Oliveira made a motion to authorize an expenditure not to exceed \$33,000 to implement ADA accessible ramps at the Tennis Courts. The motion also included direction for staff to proceed with applying for the Christopher and Dana Reeve Foundation grant. The motion was seconded by Council member Ford and carried 5-0 by roll call vote.

12. Consider Authorizing City Manager to Enter into Agreement for Proposition 68 Grant Assistance

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize City Manager to enter into an agreement with O'Dell Engineering for Proposition 68 grant assistance*

Economic Community Development Director Westervelt presented the staff report. There was no public comment. After some discussion, Mayor Pro Tem Oliveira made a motion to enter into an agreement for Proposition 68 Grant assistance. The motion was seconded by Council member Alexander and carried 5-0 by roll call vote.

CITY DEPARTMENT REPORTS

Police Chief Chavez thanked Council for their support of the department, and reported on recent traffic violation details. Chief Chavez provided an update on the downtown mural project. He updated on his work toward improved traffic safety at the Hwy 33/SR 140 and Sullivan Rd intersection. Chief Chavez reported on a successful department training day on October 1st.

Fire Chief Borrelli advised that the Captain is still away fighting active fires. Chief Borrelli updated on the status of the new fire engine.

Recreation Manager Vitorino advised on the preparations for the Halloween Trunk or Treat drive-thru. She reported on the upcoming Linguica takeout for the 2021 fireworks show fundraiser.

Economic Community Development Director Westervelt advised that she had nothing to report.

Finance Manager Birring advised that she had nothing to report.

Deputy Clerk Correa advised of the Youth Services Program Coordinator recruitment.

CITY MANAGER REPORT

City Manager Dunford advised that Merced County was moved into the "red tier" today, which will open a number of businesses in the City. He advised that a bid opening for several CMAQ projects was being held on Thursday. Lastly, he advised of the ENGIE Solar Ground Breaking ceremony at Henry Miller Park on Thursday.

CITY COUNCIL REPORTS

Council member Turner advised that he had nothing to report.

Council member Alexander inquired on an update on the Tennis Court Rehabilitation project to which Mrs. Westervelt provided information. He advised of his attendance at the Chamber of Commerce meeting. Mr. Alexander further reported that the Chamber's Executive Director had tendered her resignation.

Council member Ford inquired on what the open Administrative Assistant recruitment was for to which Mrs. Correa provided information. Council member Ford expressed his delight with the direction the City is headed.

Mayor Pro Tem Oliveira echoed Council member Fords compliments. Mayor Pro Tem Oliveira inquired on a status update on the code enforcement on abandoned vehicles, to which Chief Chavez provided information.

Mayor Nagy advised of his attendance at the recent Police Department training day. He advised that he will be attending the League of California Cities virtual conference. He further advised of his excitement to see the walking path coming to fruition and reminded staff not to forget about the Green Acres sidewalk project. Mayor Nagy inquired on the status of the vacant medical building on Main St., to which City Manager Dunford provided information.

CLOSED SESSION

ADJOURNMENT

Mayor Nagy adjourned the meeting at 7:53 P.M.



Warrant List By Vendor Name

Post Dates 10/07/2020 - 10/20/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: A PLUS PLUMBING, LLC				
A PLUS PLUMBING, LLC	12523	10/20/2020	CITY SEWER MAIN SERVICE CALL	165.00
A PLUS PLUMBING, LLC	12536	10/20/2020	SERVICE CALL, & PRESSURE SWITCH, TOILET SEATS	212.00
Vendor A PLUS PLUMBING, LLC Total:				377.00
Vendor: ACE HARDWARE OF GUSTINE				
ACE HARDWARE OF GUSTINE	462311	10/20/2020	MULTI-SURFACE CLEANER	0.97
ACE HARDWARE OF GUSTINE	462311	10/20/2020	MULTI-SURFACE CLEANER	0.84
ACE HARDWARE OF GUSTINE	462311	10/20/2020	MULTI-SURFACE CLEANER	0.78
ACE HARDWARE OF GUSTINE	462311	10/20/2020	MULTI-SURFACE CLEANER	1.94
ACE HARDWARE OF GUSTINE	462311	10/20/2020	MULTI-SURFACE CLEANER	1.95
ACE HARDWARE OF GUSTINE	462327	10/20/2020	IRRIGATION PARTS - BORRELLI PARK	24.94
ACE HARDWARE OF GUSTINE	462351	10/20/2020	PW-SHOP OPERATING SUPPLIES	2.24
ACE HARDWARE OF GUSTINE	462351	10/20/2020	PW-SHOP OPERATING SUPPLIES	1.94
ACE HARDWARE OF GUSTINE	462351	10/20/2020	PW-SHOP OPERATING SUPPLIES	1.79
ACE HARDWARE OF GUSTINE	462351	10/20/2020	PW-SHOP OPERATING SUPPLIES	4.47
ACE HARDWARE OF GUSTINE	462351	10/20/2020	PW-SHOP OPERATING SUPPLIES	4.47
ACE HARDWARE OF GUSTINE	462358	10/20/2020	IRRIGATION PARTS - BORRELLI PARK	17.30
ACE HARDWARE OF GUSTINE	462369	10/20/2020	PARK SUPPLIES	20.10
ACE HARDWARE OF GUSTINE	462371	10/20/2020	BATTERIES FOR SHOP	0.91
ACE HARDWARE OF GUSTINE	462371	10/20/2020	BATTERIES FOR SHOP	0.79
ACE HARDWARE OF GUSTINE	462371	10/20/2020	BATTERIES FOR SHOP	0.73
ACE HARDWARE OF GUSTINE	462371	10/20/2020	BATTERIES FOR SHOP	1.82
ACE HARDWARE OF GUSTINE	462371	10/20/2020	BATTERIES FOR SHOP	1.80
ACE HARDWARE OF GUSTINE	462379	10/20/2020	POWER CORD FOR SHOP	2.43
ACE HARDWARE OF GUSTINE	462379	10/20/2020	POWER CORD FOR SHOP	2.11
ACE HARDWARE OF GUSTINE	462379	10/20/2020	POWER CORD FOR SHOP	1.95
ACE HARDWARE OF GUSTINE	462379	10/20/2020	POWER CORD FOR SHOP	4.87
ACE HARDWARE OF GUSTINE	462379	10/20/2020	POWER CORD FOR SHOP	4.87
ACE HARDWARE OF GUSTINE	462535	10/20/2020	PD CHARCOAL, LIGHTER	24.87
ACE HARDWARE OF GUSTINE	462589	10/20/2020	K-9 DOG FOOD	54.11
ACE HARDWARE OF GUSTINE	462677	10/20/2020	WATER LEAK REPAIR PARTS	28.11
ACE HARDWARE OF GUSTINE	462927	10/20/2020	GENERAL SUPPLIES FOR PARKS	4.31
ACE HARDWARE OF GUSTINE	462949	10/20/2020	WWTP GENERAL SUPPLIES	17.95
ACE HARDWARE OF GUSTINE	463032	10/20/2020	GENERAL SHOP SUPPLIES	0.97
ACE HARDWARE OF GUSTINE	463032	10/20/2020	GENERAL SHOP SUPPLIES	0.84
ACE HARDWARE OF GUSTINE	463032	10/20/2020	GENERAL SHOP SUPPLIES	0.78
ACE HARDWARE OF GUSTINE	463032	10/20/2020	GENERAL SHOP SUPPLIES	1.94
ACE HARDWARE OF GUSTINE	463032	10/20/2020	GENERAL SHOP SUPPLIES	1.95
ACE HARDWARE OF GUSTINE	463071	10/20/2020	GENERAL PARK SUPPLIES	29.21

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ACE HARDWARE OF GUSTINE	463285	10/20/2020	PW GENERAL SUPPLIES	3.95
ACE HARDWARE OF GUSTINE	463285	10/20/2020	PW GENERAL SUPPLIES	3.42
ACE HARDWARE OF GUSTINE	463285	10/20/2020	PW GENERAL SUPPLIES	3.16
ACE HARDWARE OF GUSTINE	463285	10/20/2020	PW GENERAL SUPPLIES	7.90
ACE HARDWARE OF GUSTINE	463285	10/20/2020	PW GENERAL SUPPLIES	7.90
ACE HARDWARE OF GUSTINE	463325	10/20/2020	STOCK BATTERIES FOR CORPYARD	7.33
ACE HARDWARE OF GUSTINE	463325	10/20/2020	STOCK BATTERIES FOR CORPYARD	6.35
ACE HARDWARE OF GUSTINE	463325	10/20/2020	STOCK BATTERIES FOR CORPYARD	5.86
ACE HARDWARE OF GUSTINE	463325	10/20/2020	STOCK BATTERIES FOR CORPYARD	14.66
ACE HARDWARE OF GUSTINE	463325	10/20/2020	STOCK BATTERIES FOR CORPYARD	14.67
ACE HARDWARE OF GUSTINE	463519	10/20/2020	FUEL OIL MIX PARKS EQUIPMENT	24.89
ACE HARDWARE OF GUSTINE	463524	10/20/2020	FUEL OIL MIX PARK EQUIPMENT	-9.75
Vendor ACE HARDWARE OF GUSTINE Total:				361.39
Vendor: AFLAC ADMINISTRATIVE SERVICES				
AFLAC ADMINISTRATIVE SERV..	PR-9/26/20	10/20/2020	PAYROLL DEDUCTIONS	1,210.48
Vendor AFLAC ADMINISTRATIVE SERVICES Total:				1,210.48
Vendor: AMAZON CAPITAL SERVICES, INC.				
AMAZON CAPITAL SERVICES,..	1176-41DD-H9N7	10/20/2020	PORTABLE STREET SIGN STAND	335.83
AMAZON CAPITAL SERVICES,..	11Q3-GYCV-F3XW	10/20/2020	PRINTER CART FOR CORP YARD	10.38
AMAZON CAPITAL SERVICES,..	11Q3-GYCV-F3XW	10/20/2020	PRINTER CART FOR CORP YARD	8.99
AMAZON CAPITAL SERVICES,..	11Q3-GYCV-F3XW	10/20/2020	PRINTER CART FOR CORP YARD	8.30
AMAZON CAPITAL SERVICES,..	11Q3-GYCV-F3XW	10/20/2020	PRINTER CART FOR CORP YARD	20.76
AMAZON CAPITAL SERVICES,..	11Q3-GYCV-F3XW	10/20/2020	PRINTER CART FOR CORP YARD	20.76
AMAZON CAPITAL SERVICES,..	11WD-HQYG-7XW1	10/20/2020	HR DEPT. OPERATING SUPPLIES	28.64
AMAZON CAPITAL SERVICES,..	1336-DGP4-NY14	10/20/2020	WEED EATER TRIMMER LINE	128.60
AMAZON CAPITAL SERVICES,..	16GR-49DQ-73N3	10/20/2020	PW CONFINED SPACE VENT FAN	286.82
AMAZON CAPITAL SERVICES,..	1FGX-47K3-WYYW	10/20/2020	REC. HALLOWEEN ZOMBIE PROJECTION FOR PARK	159.10
AMAZON CAPITAL SERVICES,..	1FK1-PQG9-TJVT	10/20/2020	PD MULTI-CARD READER	14.06
AMAZON CAPITAL SERVICES,..	1RTQ-N3W4-KCTT	10/20/2020	AUTOMATIC HAND DRYER PARK RESTROOM	205.80
AMAZON CAPITAL SERVICES,..	1Y4M-7MX1-MK7J	10/20/2020	WEB CAM RECREATION	30.19
AMAZON CAPITAL SERVICES,..	1Y74-1N9V-VCF6	10/20/2020	PRINTABLE BUSINESS CARD - FIREWORKS FUNDRAISER	20.54
Vendor AMAZON CAPITAL SERVICES, INC. Total:				1,278.77
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	3.81
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	3.81
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	7.62

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	6.86
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	16.00
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	31.24
ARAMARK UNIFORM SERVI...	637661875	10/20/2020	UNIFORM ALLOWANCE	6.85
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	2.94
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	2.65
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	6.17
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	12.05
ARAMARK UNIFORM SERVI...	637699107	10/20/2020	UNIFORM ALLOWANCE	2.64
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	3.69
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	3.69
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	7.38
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	6.64
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	15.50
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	30.25
ARAMARK UNIFORM SERVI...	637711282	10/20/2020	UNIFORM ALLOWANCE	6.64
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	1.47
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	2.94
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	2.65
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	6.17
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	12.05
ARAMARK UNIFORM SERVI...	637723293	10/20/2020	UNIFORMS ALLOWANCE	2.64
Vendor ARAMARK UNIFORM SERVICES INC Total:				208.76
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REPAI...	66914	10/20/2020	TRIMMER LINE/EDGER BLADE	10.52
BAKER SUPPLIES AND REPAI...	66914	10/20/2020	TRIMMER LINE/EDGER BLADE	9.12
BAKER SUPPLIES AND REPAI...	66914	10/20/2020	TRIMMER LINE/EDGER BLADE	8.42
BAKER SUPPLIES AND REPAI...	66914	10/20/2020	TRIMMER LINE/EDGER BLADE	21.04
BAKER SUPPLIES AND REPAI...	66914	10/20/2020	TRIMMER LINE/EDGER BLADE	21.04
BAKER SUPPLIES AND REPAI...	67161	10/20/2020	REPAIRS LEAF BLOWER	82.90
Vendor BAKER SUPPLIES AND REPAIRS Total:				153.04
Vendor: BEST BEST & KRIEGER				
BEST BEST & KRIEGER	886457	10/20/2020	ATTORNEY SERVICES - PD	2,438.60
BEST BEST & KRIEGER	886458	10/20/2020	ATTORNEY SERVICES RETAINER	78.00
BEST BEST & KRIEGER	886459	10/20/2020	ATTORNEY SERVICES - NON PROFIT CORP	297.90
BEST BEST & KRIEGER	886460	10/20/2020	ATTORNEY SERVICES - CSPA	1,604.81
Vendor BEST BEST & KRIEGER Total:				4,419.31
Vendor: C.C.CONCRETE CONSTRUCTION				
C.C.CONCRETE CONSTRUCT...	092101	10/20/2020	TREE REMOVAL - ROUNDBOUT HWY 140/33	1,700.00
C.C.CONCRETE CONSTRUCT...	092102	10/20/2020	TREE REMOVAL - SOLAR PROJECT	116.60

Warrant List

Post Dates: 10/07/2020 - 10/20/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
C.C.CONCRETE CONSTRUCT...	092102	10/20/2020	TREE REMOVAL - SOLAR PROJECT	116.70
C.C.CONCRETE CONSTRUCT...	092102	10/20/2020	TREE REMOVAL - SOLAR PROJECT	116.70
C.C.CONCRETE CONSTRUCT...	092103	10/20/2020	EMERGENCY TREE REMOVAL	116.70
C.C.CONCRETE CONSTRUCT...	092103	10/20/2020	EMERGENCY TREE REMOVAL	116.60
C.C.CONCRETE CONSTRUCT...	092103	10/20/2020	EMERGENCY TREE REMOVAL	116.70
C.C.CONCRETE CONSTRUCT...	092104	10/20/2020	TREE REMOVAL PARK - SOLAR PROJECT	933.30
C.C.CONCRETE CONSTRUCT...	092104	10/20/2020	TREE REMOVAL PARK - SOLAR PROJECT	933.30
C.C.CONCRETE CONSTRUCT...	092104	10/20/2020	TREE REMOVAL PARK - SOLAR PROJECT	933.40
C.C.CONCRETE CONSTRUCT...	092105	10/20/2020	R&R SIDEWALK - 660 SYCAMORE	815.00
C.C.CONCRETE CONSTRUCT...	092106	10/20/2020	REPLACE CONCRETE FROM SEWER - 501 WEST AVE	875.00
Vendor C.C.CONCRETE CONSTRUCTION Total:				6,890.00
Vendor: CAPITOL ADVOCACY PARTNERS				
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	39.80
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	39.80
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	199.00
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	59.70
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	59.70
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	39.80
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	59.70
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	298.50
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	398.00
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	398.00
CAPITOL ADVOCACY PARTN...	2020CAP92	10/20/2020	FEDERAL ADVOCACY AND GRANT WRITING SERVICES	398.00
Vendor CAPITOL ADVOCACY PARTNERS Total:				1,990.00
Vendor: CENTRAL SANITARY SUPPLY				
CENTRAL SANITARY SUPPLY	1110389	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	14.02
CENTRAL SANITARY SUPPLY	1110389	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	12.15
CENTRAL SANITARY SUPPLY	1110389	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	11.22
CENTRAL SANITARY SUPPLY	1110389	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	28.04
CENTRAL SANITARY SUPPLY	1110389	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	28.04

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CENTRAL SANITARY SUPPLY	1112271	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	14.55
CENTRAL SANITARY SUPPLY	1112271	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	12.61
CENTRAL SANITARY SUPPLY	1112271	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	11.64
CENTRAL SANITARY SUPPLY	1112271	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	29.09
CENTRAL SANITARY SUPPLY	1112271	10/20/2020	CUSTODIAL SUPPLIES CITYWIDE	29.09
Vendor CENTRAL SANITARY SUPPLY Total:				190.45
Vendor: CINTAS CORPORATION #3				
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	8.73
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	8.73
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	17.47
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	15.72
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	36.68
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	71.61
CINTAS CORPORATION #3	4062982054	10/20/2020	UNIFORM ALLOWANCE	15.73
CINTAS CORPORATION #3	4063640196	10/20/2020	UNIFROM ALLOWANCE	26.20
CINTAS CORPORATION #3	4063640196	10/20/2020	UNIFROM ALLOWANCE	22.71
CINTAS CORPORATION #3	4063640196	10/20/2020	UNIFROM ALLOWANCE	20.96
CINTAS CORPORATION #3	4063640196	10/20/2020	UNIFROM ALLOWANCE	52.40
CINTAS CORPORATION #3	4063640196	10/20/2020	UNIFROM ALLOWANCE	52.40
Vendor CINTAS CORPORATION #3 Total:				349.34
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	BORELLI WATER OCT 2020	10/20/2020	WATER BILL OCT 2020	184.33
Vendor CITY OF GUSTINE Total:				184.33
Vendor: COREY BAYER				
COREY BAYER	PR-9/26/20	10/20/2020	MEETINGS AND TRAINING	14.00
Vendor COREY BAYER Total:				14.00
Vendor: DOM SOLAR LESSOR I, LP				
DOM SOLAR LESSOR I, LP	17295638	10/20/2020	WW ELECTRIC 8/1/2020 - 8/31/2020	9,572.74
Vendor DOM SOLAR LESSOR I, LP Total:				9,572.74
Vendor: EFTPS				
EFTPS	PR-9/26/20	10/20/2020	PAYROLL TAXES	8,122.70
EFTPS	PR-09/26/20	10/20/2020	PAYROLL TAXES	1,899.64
EFTPS	PR-9/26/2020	10/20/2020	PAYROLL TAXES	5,311.51
EFTPS	PR-10/6/20	10/20/2020	PAYROLL TAXES	248.00
EFTPS	PR-10/06/20	10/20/2020	PAYROLL TAXES	58.00
EFTPS	PR-10/6/2020	10/20/2020	PAYROLL TAXES	169.88
EFTPS	PR-10/10/2020	10/20/2020	PAYROLL TAXES	8,032.22
EFTPS	PR-10/10/20	10/20/2020	PAYROLL TAXES	1,878.52
EFTPS	PR-10.10.2020	10/20/2020	PAYROLL TAXES	5,332.68
Vendor EFTPS Total:				31,053.15
Vendor: EMPLOYMENT DEVELOPMENT DEPARTMENT				
EMPLOYMENT DEVELOPME...	PR-10/10/20	10/20/2020	SDI PAYMENT DUE Q2 2020	15.36
Vendor EMPLOYMENT DEVELOPMENT DEPARTMENT Total:				15.36
Vendor: EMPLOYMENT DEVELOPMENT DEPT				
EMPLOYMENT DEVELOPME...	PR-9/26/20	10/20/2020	PAYROLL TAXES	637.02
EMPLOYMENT DEVELOPME...	PR-09/26/20	10/20/2020	PAYROLL TAXES	2,362.83
EMPLOYMENT DEVELOPME...	PR-10/06/20	10/20/2020	PAYROLL TAXES	67.48

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EMPLOYMENT DEVELOPME...	PR-10/6/20	10/20/2020	PAYROLL TAXES	20.00
EMPLOYMENT DEVELOPME...	PR-10/10/20	10/20/2020	PAYROLL TAXES	583.75
EMPLOYMENT DEVELOPME...	PR-10/10/2020	10/20/2020	PAYROLL TAXES	2,349.80
Vendor EMPLOYMENT DEVELOPMENT DEPT Total:				6,020.88
Vendor: FOSTER'S PUMPS INC.				
FOSTER'S PUMPS INC.	17355	10/20/2020	WELL 7 REPAIRS	44,670.83
Vendor FOSTER'S PUMPS INC. Total:				44,670.83
Vendor: GOUVEIA ENGINEERING INC				
GOUVEIA ENGINEERING INC	10723	10/20/2020	ANNUAL DBE PLAN, ADA COMPLIANCE - QAP	137.81
GOUVEIA ENGINEERING INC	10724	10/20/2020	GENERAL PROJECT PLANNING SERVICES	220.50
GOUVEIA ENGINEERING INC	10725	10/20/2020	SCM HOMES DEVELOPMENT SERVICES	792.75
GOUVEIA ENGINEERING INC	10726	10/20/2020	WTF IMPROVEMENTS PLANNING	75.00
GOUVEIA ENGINEERING INC	10727	10/20/2020	ROUNDAABOUT SR 140/33 SERVICES	17,149.35
GOUVEIA ENGINEERING INC	10728	10/20/2020	ROUNDAABOUT SR 140/33 SERVICES	718.43
GOUVEIA ENGINEERING INC	10729	10/20/2020	SCHMIDT PARK PH 1 - MULTI USE PATH	1,630.24
GOUVEIA ENGINEERING INC	10730	10/20/2020	ROUNDAABOUT 5TH ST- 4TH AVE	929.28
GOUVEIA ENGINEERING INC	10731	10/20/2020	SCHMIDT PARK MULTI USE PATH PHASE II	1,563.73
GOUVEIA ENGINEERING INC	10732	10/20/2020	MULTI USE PATH MEREDITH PHASE I	4,731.62
GOUVEIA ENGINEERING INC	10733	10/20/2020	MULTI USE PATH MEREDITH PHASE II	7,527.91
GOUVEIA ENGINEERING INC	10734	10/20/2020	PED IMPROV ON N AVE - AT RISK LETTER CALTRANS	47.54
GOUVEIA ENGINEERING INC	10735	10/20/2020	PED IMPROV E & S AVE	47.54
GOUVEIA ENGINEERING INC	10737	10/20/2020	LLA REVIEW - JENSEN AVE	27.56
GOUVEIA ENGINEERING INC	10738	10/20/2020	RASMUSSEN PM REVIEW	643.69
Vendor GOUVEIA ENGINEERING INC Total:				36,242.95
Vendor: GUERREROS TIRE AND AUTO REPAIR INC.				
GUERREROS TIRE AND AUTO..SEPT2020		10/20/2020	PW FORD #1064 TIRES	54.15
GUERREROS TIRE AND AUTO..SEPT2020		10/20/2020	PW FORD #1064 TIRES	46.93
GUERREROS TIRE AND AUTO..SEPT2020		10/20/2020	PW FORD #1064 TIRES	43.32
GUERREROS TIRE AND AUTO..SEPT2020		10/20/2020	PW FORD #1064 TIRES	108.30
GUERREROS TIRE AND AUTO..SEPT2020		10/20/2020	PW FORD #1064 TIRES	108.30
Vendor GUERREROS TIRE AND AUTO REPAIR INC. Total:				361.00
Vendor: HALYCON CREEK INC. (DBA MID VALLEY I.T.)				
HALYCON CREEK INC. (DBA... 202137962		10/20/2020	PD MONTHLY I.T SERVICES	2,118.26
HALYCON CREEK INC. (DBA... 202137967		10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	56.00
HALYCON CREEK INC. (DBA... 202137967		10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	56.00
HALYCON CREEK INC. (DBA... 202137967		10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	70.00
HALYCON CREEK INC. (DBA... 202137967		10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	70.00
HALYCON CREEK INC. (DBA... 202137967		10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	42.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
HALYCON CREEK INC. (DBA...	202137967	10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	56.00
HALYCON CREEK INC. (DBA...	202137967	10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	140.00
HALYCON CREEK INC. (DBA...	202137967	10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	350.00
HALYCON CREEK INC. (DBA...	202137967	10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	350.00
HALYCON CREEK INC. (DBA...	202137967	10/20/2020	MONTHLY I.T. SUPPORT - SEPT 2020	210.00
Vendor HALYCON CREEK INC. (DBA MID VALLEY I.T.) Total:				3,518.26
Vendor: HUNT & SONS, INC				
HUNT & SONS, INC	616662	10/20/2020	DIESEL FUEL CORP YARD	27.26
HUNT & SONS, INC	616662	10/20/2020	DIESEL FUEL CORP YARD	23.62
HUNT & SONS, INC	616662	10/20/2020	DIESEL FUEL CORP YARD	21.81
HUNT & SONS, INC	616662	10/20/2020	DIESEL FUEL CORP YARD	54.51
HUNT & SONS, INC	616662	10/20/2020	DIESEL FUEL CORP YARD	54.51
Vendor HUNT & SONS, INC Total:				181.71
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	501431	10/20/2020	WWTP SAMPLES	156.00
IEH-JL ANALYTICAL	509752	10/20/2020	WWTP SAMPLES	449.50
IEH-JL ANALYTICAL	512614	10/20/2020	WWTP SAMPLES	156.00
Vendor IEH-JL ANALYTICAL Total:				761.50
Vendor: INFOSEND BILLING				
INFOSEND BILLING	178481	10/20/2020	OCT 2020 - COLLECTIONS EVENTS INSERT	249.60
Vendor INFOSEND BILLING Total:				249.60
Vendor: JENNIFER HALPIN				
JENNIFER HALPIN	17-2020SEPT	10/20/2020	RECYCLE CONSULTANT	1,805.00
Vendor JENNIFER HALPIN Total:				1,805.00
Vendor: JOCELYN ROLAND, PHD				
JOCELYN ROLAND, PHD	18294	10/20/2020	PSYCH SCREENING RESERVE OFFICER	450.00
Vendor JOCELYN ROLAND, PHD Total:				450.00
Vendor: LANGUAGE LINE SERVICES				
LANGUAGE LINE SERVICES	4898879	10/20/2020	TRANSLATION SERVICES	3.78
Vendor LANGUAGE LINE SERVICES Total:				3.78
Vendor: LOS BANOS CAR WASH				
LOS BANOS CAR WASH	282	10/20/2020	PD CARWASH FULL SERVICE	54.00
Vendor LOS BANOS CAR WASH Total:				54.00
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS INC	CW09302001	10/20/2020	ADVERTISING - ADMIN ASSTANT	84.50
Vendor MATTOS NEWSPAPERS INC Total:				84.50
Vendor: MECHANICS BANK				
MECHANICS BANK	LATE FEES 10/8/2020	10/20/2020	CC FEE	3,929.19
MECHANICS BANK	LATE FEES 10/8/2020	10/20/2020	CC FEE	446.23
Vendor MECHANICS BANK Total:				4,375.42
Vendor: MERCED COUNTY ANIMAL CONTROL				
MERCED COUNTY ANIMAL ...	188	10/20/2020	COUNTY ANIMAL SHELTER (1 CAT)	75.00
Vendor MERCED COUNTY ANIMAL CONTROL Total:				75.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: MERCED SUN STAR				
MERCED SUN STAR	0001929782-09282020	10/20/2020	ADVERTISING - ADMIN ASST & YOUTH SVCS PGM COORD	392.50
MERCED SUN STAR	0001929782-09282020	10/20/2020	ADVERTISING - ADMIN ASST & YOUTH SVCS PGM COORD	513.20
Vendor MERCED SUN STAR Total:				905.70
Vendor: MODERN WILDLIFE SOLUTIONS				
MODERN WILDLIFE SOLUTI...	7529	10/20/2020	GOPHER ABATEMENT AT SCHMIDT PARK - SEPTEMBER 2020	300.00
Vendor MODERN WILDLIFE SOLUTIONS Total:				300.00
Vendor: MUNICODE				
MUNICODE	00349084	10/20/2020	ONLINE CODE HOSTING 10/1/20 - 9/30/20	300.00
MUNICODE	00349084	10/20/2020	ONLINE CODE HOSTING 10/1/20 - 9/30/20	300.00
MUNICODE	00349084	10/20/2020	ONLINE CODE HOSTING 10/1/20 - 9/30/20	300.00
Vendor MUNICODE Total:				900.00
Vendor: NORMAC				
NORMAC	0003849300-001	10/20/2020	PARK IRRIGATION PARTS	382.58
Vendor NORMAC Total:				382.58
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS LO...	PR-9/26/20	10/20/2020	PAYROLL DEDUCTIONS	51.00
OPERATING ENGINEERS LO...	PR-9/26/2020	10/20/2020	PAYROLL DEDUCTIONS	250.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				301.00
Vendor: O'REILLY AUTO ENTERPRISES, LLC				
O'REILLY AUTO ENTERPRISES..	5718-226104	10/20/2020	PW MOTOR VEHICLE SUPPLIES	11.24
O'REILLY AUTO ENTERPRISES..	5718-226104	10/20/2020	PW MOTOR VEHICLE SUPPLIES	9.74
O'REILLY AUTO ENTERPRISES..	5718-226104	10/20/2020	PW MOTOR VEHICLE SUPPLIES	8.99
O'REILLY AUTO ENTERPRISES..	5718-226104	10/20/2020	PW MOTOR VEHICLE SUPPLIES	22.48
O'REILLY AUTO ENTERPRISES..	5718-226104	10/20/2020	PW MOTOR VEHICLE SUPPLIES	22.50
O'REILLY AUTO ENTERPRISES..	5718-227112	10/20/2020	PW SUPERVISOR TRUCK SUPPLIES	12.01
O'REILLY AUTO ENTERPRISES..	5718-227112	10/20/2020	PW SUPERVISOR TRUCK SUPPLIES	10.41
O'REILLY AUTO ENTERPRISES..	5718-227112	10/20/2020	PW SUPERVISOR TRUCK SUPPLIES	9.61
O'REILLY AUTO ENTERPRISES..	5718-227112	10/20/2020	PW SUPERVISOR TRUCK SUPPLIES	24.02
O'REILLY AUTO ENTERPRISES..	5718-227112	10/20/2020	PW SUPERVISOR TRUCK SUPPLIES	24.01
O'REILLY AUTO ENTERPRISES..	5718-227233	10/20/2020	PW DEPT OPP SUPPLIES AIR COMPRESOR	2.60
O'REILLY AUTO ENTERPRISES..	5718-227233	10/20/2020	PW DEPT OPP SUPPLIES AIR COMPRESOR	2.25
O'REILLY AUTO ENTERPRISES..	5718-227233	10/20/2020	PW DEPT OPP SUPPLIES AIR COMPRESOR	2.08

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
O'REILLY AUTO ENTERPRISES..5718-227233		10/20/2020	PW DEPT OPP SUPPLIES AIR COMPRESOR	5.19
O'REILLY AUTO ENTERPRISES..5718-227233		10/20/2020	PW DEPT OPP SUPPLIES AIR COMPRESOR	5.19
Vendor O'REILLY AUTO ENTERPRISES, LLC Total:				172.32
Vendor: P G & E				
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	3,118.70
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	84.23
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	58.41
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	856.69
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	33.71
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC OCTOBER 2020	31.98
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	1,124.03
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	60.67
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	1,814.55
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	5,555.42
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	37.27
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	23,746.00
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	2,668.51
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	423.52
P G & E	2241363744-24 10/8/20	10/20/2020	GAS AND ELECTRIC	193.16
Vendor P G & E Total:				39,806.85
Vendor: PACIFIC STAR CHEMICAL, LLC.				
PACIFIC STAR CHEMICAL, LL...	176623	10/20/2020	ACID FOR POOL	1,031.93
PACIFIC STAR CHEMICAL, LL...	179049	10/20/2020	CHLORINE FOR POOL	1,179.34
PACIFIC STAR CHEMICAL, LL...	179050	10/20/2020	CHLORINE WELL 5	1,135.12
PACIFIC STAR CHEMICAL, LL...	179211	10/20/2020	CHLORINE WELL 4	2,063.84
Vendor PACIFIC STAR CHEMICAL, LLC. Total:				5,410.23
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR-10/10/2020	10/20/2020	PAYROLL DEDUCTIONS	420.00
POLICE OFFICERS ASSOC	PR-9/26/2020	10/20/2020	PAYROLL DEDUCTIONS	420.00
Vendor POLICE OFFICERS ASSOC Total:				840.00
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT S...	PR-9/26/20EEPEPRASAEFTY	10/20/2020	RETIREMENT CONTRIBUTIONS	1,494.46
PUBLIC EMP RETIREMENT S...	PR-9/26/20EEPEPRAMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,488.25
PUBLIC EMP RETIREMENT S...	PR-9/26/20EECALSSICMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,273.17
PUBLIC EMP RETIREMENT S...	PR-9/26/20EECLASSICSAFETY	10/20/2020	RETIREMENT CONTRIBUTIONS	643.37
PUBLIC EMP RETIREMENT S...	PR-9/26/20ERPEPRASAEFTY	10/20/2020	RETIREMENT CONTRIBUTIONS	1,499.97
PUBLIC EMP RETIREMENT S...	PR-9/26/20ERPEPRAMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,704.68
PUBLIC EMP RETIREMENT S...	PR-9/26/20ERCLASSICMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,919.80
PUBLIC EMP RETIREMENT S...	PR-9/26/20ERCLASSICSAFETY	10/20/2020	RETIREMENT CONTRIBUTIONS	1,496.65
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	16.00
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	16.00
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	16.00
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	12.00

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PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	152.00
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	152.00
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	16.00
PUBLIC EMP RETIREMENT S...	PR-9/26/2020	10/20/2020	PERS SSA 218 ADMIN	20.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	56.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	56.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	56.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	42.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	532.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	532.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	56.00
PUBLIC EMP RETIREMENT S...	PR-9/26/20	10/20/2020	G-ASB-68 REPORTS AND SCHEDULES	70.00
PUBLIC EMP RETIREMENT S...	PR-10/10/20EEPEPRASAEFTY	10/20/2020	RETIREMENT CONTRIBUTIONS	1,447.98
PUBLIC EMP RETIREMENT S...	PR-10/10/20EPPERAMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,511.91
PUBLIC EMP RETIREMENT S...	PR-10/10/20EECALSSICMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,246.83
PUBLIC EMP RETIREMENT S...	PR-10/10/20EECALSSICSAEF...	10/20/2020	RETIREMENT CONTRIBUTIONS	643.37
PUBLIC EMP RETIREMENT S...	PR-10/10/20ERPEPRASAEFTY	10/20/2020	RETIREMENT CONTRIBUTIONS	1,453.33
PUBLIC EMP RETIREMENT S...	PR-10/10/20ERPEPRAMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,731.83
PUBLIC EMP RETIREMENT S...	PR-10/10/20ERCLASSICMISC	10/20/2020	RETIREMENT CONTRIBUTIONS	1,873.97
PUBLIC EMP RETIREMENT S...	PR-10/10/20ERCLASSICSAEF...	10/20/2020	RETIREMENT CONTRIBUTIONS	1,496.65
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	7.33
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	7.33
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	7.33
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	7.33
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	7.31
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	15.00
PUBLIC EMP RETIREMENT S...	PR-10.10.2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	15.02

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Post Dates: 10/07/2020 - 10/20/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	926.81
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	926.81
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	926.81
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	926.81
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	926.81
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	1,895.72
PUBLIC EMP RETIREMENT S...	PR-10/10/20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	1,895.71
PUBLIC EMP RETIREMENT S...	PR-10/10/2020	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	15,094.34
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	19.44
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	19.44
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	19.44
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	19.44
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	19.44
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	39.76
PUBLIC EMP RETIREMENT S...	PR-10.10.20	10/20/2020	RETIREMENT CONTRIBUTIONS FY 20-21 UNFUNDED	39.76
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				48,489.41

Vendor: R.J. RICCIARDI, INC. CERTIFIED PUBLIC ACCOUNTANTS

R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	364.80
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	364.80
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	364.80
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	273.60
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	3,465.60
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	3,465.60
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	364.80
R.J. RICCIARDI, INC. CERTIFI...	11909	10/20/2020	FY19-20 AUDIT SERVICES	456.00

Vendor R.J. RICCIARDI, INC. CERTIFIED PUBLIC ACCOUNTANTS Total: 9,120.00

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Post Dates: 10/07/2020 - 10/20/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: RAY A. MORGAN COMPANY				
RAY A. MORGAN COMPANY	3099751	10/20/2020	COPIER LEASE 10/04/20 - 11/03/20 & CONTRACT USAGE	88.09
RAY A. MORGAN COMPANY	3099751	10/20/2020	COPIER LEASE 10/04/20 - 11/03/20 & CONTRACT USAGE	165.16
RAY A. MORGAN COMPANY	3099751	10/20/2020	COPIER LEASE 10/04/20 - 11/03/20 & CONTRACT USAGE	22.02
RAY A. MORGAN COMPANY	3099751	10/20/2020	COPIER LEASE 10/04/20 - 11/03/20 & CONTRACT USAGE	275.27
RAY A. MORGAN COMPANY	3099751	10/20/2020	COPIER LEASE 10/04/20 - 11/03/20 & CONTRACT USAGE	275.27
RAY A. MORGAN COMPANY	3099751	10/20/2020	COPIER LEASE 10/04/20 - 11/03/20 & CONTRACT USAGE	275.28
Vendor RAY A. MORGAN COMPANY Total:				1,101.09
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE I...	1165-1166	10/20/2020	WATER LEAK REPAIR ON HWY 33	10,300.19
Vendor ROCHA BACKHOE SERVICE INC Total:				10,300.19
Vendor: SANTANDER BANK, N.A.				
SANTANDER BANK, N.A.	2530639	10/20/2020	VAC-CON TRUCK PMT #1	2,335.28
SANTANDER BANK, N.A.	2530639	10/20/2020	VAC-CON TRUCK PMT #1	22,329.78
SANTANDER BANK, N.A.	2530639	10/20/2020	VAC-CON TRUCK PMT #1	22,329.78
SANTANDER BANK, N.A.	2530639	10/20/2020	VAC-CON TRUCK PMT #1	2,335.29
SANTANDER BANK, N.A.	2530639	10/20/2020	VAC-CON TRUCK PMT #1	22,329.78
SANTANDER BANK, N.A.	2530639	10/20/2020	VAC-CON TRUCK PMT #1	2,335.28
Vendor SANTANDER BANK, N.A. Total:				73,995.19
Vendor: SHERYL GOMES				
SHERYL GOMES	10/12/20 WATER AEROBICS ..	10/20/2020	WATER AEROBIC SESSION 9/7/2020 - 9/18/2020	440.00
SHERYL GOMES	9/3/20 WATER AEROBIC INS...	10/20/2020	WATER AEROBIC SESSION 8/17/2020 - 9/4/2020	700.00
Vendor SHERYL GOMES Total:				1,140.00
Vendor: STATE OF CALIFORNIA DEPT OF JUSTICE				
STATE OF CALIFORNIA DEPT...	474263	10/20/2020	LIVE SCAN FOR CCW	235.00
Vendor STATE OF CALIFORNIA DEPT OF JUSTICE Total:				235.00
Vendor: STATE STREET BANK & TRUST COMPANY				
STATE STREET BANK & TRUS...	PR-9/26/20	10/20/2020	PAYROLL DEDUCTIONS	342.00
STATE STREET BANK & TRUS...	PR-10/10/20	10/20/2020	PAYROLL DEDUCTIONS	342.00
Vendor STATE STREET BANK & TRUST COMPANY Total:				684.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	2.27
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	28.58
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	0.01
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	5.78
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	1.24
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	6.05
TESEI PETROLEUM	8200330R	10/20/2020	FUEL FD/PD/PW VEHICLE	6.07
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	83.96
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	1,045.89

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	0.01
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	201.65
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	49.33
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	211.64
TESEI PETROLEUM	9201269	10/20/2020	FUEL FD/PD/PW VEHICLE	211.34
			Vendor TESEI PETROLEUM Total:	1,853.82
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD...	DA 09/02/20 CLIPPER CONT...	10/20/2020	WWTP REFRIGERATOR REPAIR FOR WATER SAMPLES	1,892.05
TRI COUNTIES BANK CARD...	DA 09/17/20 PARMA COMP...	10/20/2020	PARTS STORM PUMP AT WWTP	244.56
TRI COUNTIES BANK CARD...	DA 09/30/20 TRI COUNTIES	10/20/2020	FINANCE CHARGE	5.58
TRI COUNTIES BANK CARD...	DA 09/30/20 TRI COUNTIES	10/20/2020	FINANCE CHARGE	5.58
TRI COUNTIES BANK CARD...	DA 09/30/20 TRI COUNTIES	10/20/2020	FINANCE CHARGE	5.58
TRI COUNTIES BANK CARD...	DD 08/31/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	27.26
TRI COUNTIES BANK CARD...	DD 08/31/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	6.82
TRI COUNTIES BANK CARD...	DD 08/31/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	102.23
TRI COUNTIES BANK CARD...	DD 08/31/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	102.23
TRI COUNTIES BANK CARD...	DD 08/31/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	102.24
TRI COUNTIES BANK CARD...	DD 09/11/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	41.58
TRI COUNTIES BANK CARD...	DD 09/11/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	10.39
TRI COUNTIES BANK CARD...	DD 09/11/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	155.91
TRI COUNTIES BANK CARD...	DD 09/11/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	155.91
TRI COUNTIES BANK CARD...	DD 09/11/20 HOME SOLUTI...	10/20/2020	DISINFECTING WIPES	155.90
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	303.28
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.03
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	6.07
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	6.07
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	100.08
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	100.08
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	60.66
TRI COUNTIES BANK CARD...	DD 09/13/20 JIVE COMMUN..	10/20/2020	TELEPHONE SERVICE	3.04
TRI COUNTIES BANK CARD...	DD 09/16/20 PERRY'S MORE...	10/20/2020	LUNCH MEETING BODY WORN CAMERA GRANT	83.21
TRI COUNTIES BANK CARD...	DD 09/18/20 STAPLES	10/20/2020	CORK BOARD FINANCE	102.83
TRI COUNTIES BANK CARD...	DD 09/19/20 ELIKA ACCESS ...	10/20/2020	AIRPORT GATE OPENER CARD READER	43.25
TRI COUNTIES BANK CARD...	DD 09/6/20 SAM'S CLUB	10/20/2020	COMET CLEANER WITH BLEACH	-4.44
TRI COUNTIES BANK CARD...	DD 09/6/20 SAM'S CLUB	10/20/2020	COMET CLEANER WITH BLEACH	-1.10
TRI COUNTIES BANK CARD...	DD 09/6/20 SAM'S CLUB	10/20/2020	COMET CLEANER WITH BLEACH	-16.66
TRI COUNTIES BANK CARD...	DD 09/6/20 SAM'S CLUB	10/20/2020	COMET CLEANER WITH BLEACH	-16.66

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Post Dates: 10/07/2020 - 10/20/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
TRI COUNTIES BANK CARD...	DD 09/6/20 SAM'S CLUB	10/20/2020	COMET CLEANER WITH BLEACH	-16.66
TRI COUNTIES BANK CARD...	JW 06/10/20 QTPOD	10/20/2020	NETWORK ACCESS CARD MACHINE	922.00
TRI COUNTIES BANK CARD...	JW 09/03/20 USPS	10/20/2020	POSTAGE-REGISTER MAIL-NOTICE	7.60
TRI COUNTIES BANK CARD...	JW 10/14/20 TRI COUNTIES	10/20/2020	CREDIT FEES	-31.34
TRI COUNTIES BANK CARD...	JW 10/14/20 TRI COUNTIES	10/20/2020	CREDIT FEES	-31.33
TRI COUNTIES BANK CARD...	JW 10/14/20 TRI COUNTIES	10/20/2020	CREDIT FEES	-31.34
TRI COUNTIES BANK CARD...	MC 09/04/20 WALMART	10/20/2020	FISHING DAY RAFFLE ITEMS (BULK)	317.19
TRI COUNTIES BANK CARD...	MC 09/08/20 RICHARD'S M...	10/20/2020	FISHING DAY - DRAWING PRIZE NIGHT CRAWLERS	38.03
TRI COUNTIES BANK CARD...	MC 09/08/20 PONTON	10/20/2020	TRANSDUCER FOR HILLVIEW SEWER METER	679.92
TRI COUNTIES BANK CARD...	MC 09/08/20 WALMART	10/20/2020	FISHING DAY - FISHING SEA ROD	94.80
TRI COUNTIES BANK CARD...	MC 09/11/20 WALMART	10/20/2020	FISHING DAY - RAFFLE PRIZES (BULK)	42.04
TRI COUNTIES BANK CARD...	MC 09/11/2020 WALMART	10/20/2020	STORAGE SUPPLIES FOR RECREATION	58.47
TRI COUNTIES BANK CARD...	MC 09/14/20 DOLLAR GENE...	10/20/2020	FISHING DAY - DRAWING PRIZES (BULK OF SNACKS)	23.50
TRI COUNTIES BANK CARD...	MC 09/15/20 DOLLAR GENE...	10/20/2020	FISHING DAY- RAFFLE PRIZES (SNACKS AND COLORS)	29.81
TRI COUNTIES BANK CARD...	MC 09/21/20 DIYAWARDS	10/20/2020	APPRECIATION AWARD PLAQUE	113.96
TRI COUNTIES BANK CARD...	MC 09/29/20 AMAZON	10/20/2020	FISHING DAY PRIZE - GIFT CARD	100.00
TRI COUNTIES BANK CARD...	MC 09/30/20 NOB HILL	10/20/2020	PD DEPARTMENT TRAINING - BREAKFAST PASTRIES	9.98
TRI COUNTIES BANK CARD...	SJ 09/01/20 AMAZON	10/20/2020	PD HOLSTERS FOR NEW RESERVES OFFICERS	385.23
TRI COUNTIES BANK CARD...	SJ 09/02/20 EBAY	10/20/2020	PD RADIO HOLDER FOR NEW RESERVE OFFICERS	65.55
TRI COUNTIES BANK CARD...	SJ 09/04/20 COURTYARD	10/20/2020	M. ERICKSON -TASER INSTRUCTOR TRAINING HOTEL ROOM	183.68
TRI COUNTIES BANK CARD...	SJ 09/21/20 SOUTH BAY REG..	10/20/2020	F. MARTINEZ SUPERVISORY COURSE FEE	433.50
TRI COUNTIES BANK CARD...	SJ 09/24/20 OSE	10/20/2020	PD OFFICE SUPPLIES ADHESIVE LABELS	37.67
TRI COUNTIES BANK CARD...	SJ 09/26/20 FASTRACK	10/20/2020	TOLL BRIDGE FEE	6.00
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				7,249.07
Vendor: TYLER BUSINESS FORMS				
TYLER BUSINESS FORMS	50100	10/20/2020	FINANCE & HR YEAR END FORMS	172.70
TYLER BUSINESS FORMS	50100	10/20/2020	FINANCE & HR YEAR END FORMS	156.44
Vendor TYLER BUSINESS FORMS Total:				329.14
Vendor: UNITED RENTALS NORTHWEST, INC				
UNITED RENTALS NORTHW...	186335627-001	10/20/2020	METAL PLATE - REPAIR HWY 33 LEAK	816.36
Vendor UNITED RENTALS NORTHWEST, INC Total:				816.36

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Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: USA BLUE BOOK				
USA BLUE BOOK	374058	10/20/2020	PW WATER TOOLS	638.69
Vendor USA BLUE BOOK Total:				638.69
Vendor: VERIZON WIRELESS				
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	234.32
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.34
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	4.69
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	4.69
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	4.69
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	77.33
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	77.33
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	46.86
VERIZON WIRELESS	9863493251	10/20/2020	PD CELL SERVICE 8/24 TO 9/23	2.35
Vendor VERIZON WIRELESS Total:				468.64
Vendor: WESTSIDE WELDING & RADIATOR				
WESTSIDE WELDING & RAD...	11095	10/20/2020	LOCK FOR ELECTRICAL BOX HENRY MILLER PARK	15.00
WESTSIDE WELDING & RAD...	11097	10/20/2020	REPAIR TAIL GATE ON DUMP TRAILER	11.70
WESTSIDE WELDING & RAD...	11097	10/20/2020	REPAIR TAIL GATE ON DUMP TRAILER	10.14
WESTSIDE WELDING & RAD...	11097	10/20/2020	REPAIR TAIL GATE ON DUMP TRAILER	9.36
WESTSIDE WELDING & RAD...	11097	10/20/2020	REPAIR TAIL GATE ON DUMP TRAILER	23.40
WESTSIDE WELDING & RAD...	11097	10/20/2020	REPAIR TAIL GATE ON DUMP TRAILER	23.40
WESTSIDE WELDING & RAD...	11103	10/20/2020	WWTP FRONT GATE REPAIRS	104.00
WESTSIDE WELDING & RAD...	11106	10/20/2020	CUTTING TORCH RENTAL	7.42
WESTSIDE WELDING & RAD...	11106	10/20/2020	CUTTING TORCH RENTAL	6.44
WESTSIDE WELDING & RAD...	11106	10/20/2020	CUTTING TORCH RENTAL	5.94
WESTSIDE WELDING & RAD...	11106	10/20/2020	CUTTING TORCH RENTAL	14.85
WESTSIDE WELDING & RAD...	11106	10/20/2020	CUTTING TORCH RENTAL	14.85

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Post Dates: 10/07/2020 - 10/20/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
WESTSIDE WELDING & RAD...	11108	10/20/2020	REPAIR WHEEL ON MOWER	130.00
Vendor WESTSIDE WELDING & RADIATOR Total:				376.50
Vendor: WORK WELLNESS				
WORK WELLNESS	89425 DC	10/20/2020	PWD DMV PHYSICAL EXAM	24.75
WORK WELLNESS	89425 DC	10/20/2020	PWD DMV PHYSICAL EXAM	24.75
WORK WELLNESS	89425 DC	10/20/2020	PWD DMV PHYSICAL EXAM	24.75
WORK WELLNESS	89425 DC	10/20/2020	PWD DMV PHYSICAL EXAM	24.75
Vendor WORK WELLNESS Total:				99.00
Grand Total:				363,037.33

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	40,142.10
009 - COMMUNITY CENTER FUND	1,532.59
010 - GAS TAX 2105 FUND	1,166.60
011 - GAS TAX 2106 FUND	1,166.60
016 - SWIM POOL FUND	5,470.38
017 - CITY WIDE LIGHTING & LAND	6,108.70
019 - RECREATION FUND	1,056.86
020 - CMAQ	15,548.58
021 - REGIONAL STREET TRANSPORTATION PROGRAM	998.55
029 - GAS TAX 2103 FUND	1,166.80
047 - FIREWORKS	20.54
059 - STORM DRAIN	3,885.52
060 - WATER FUND	142,904.30
061 - SEWER FUND	49,992.34
062 - REFUSE	3,732.42
063 - AIRPORT FUND	1,947.76
074 - ASSESS - BORRELLI	377.49
099 - PAYROLL TRUST FUND	63,035.73
201 - MEASURE V	21,372.06
202 - ALT MODES MEASURE V	815.00
502 - GRANT FUNDS	83.21
505 - CAL VIP GRANT	513.20
Grand Total:	363,037.33

Account Summary

Account Number	Account Name	Payment Amount
001-0110-530.091-00	MEETINGS & TRAINING	113.96
001-0110-530.201-00	OTHER CONTRACT SERVIC...	95.80
001-0120-510.000-00	PERS	953.58
001-0120-530.011-00	TELEPHONE & INTERNET	5.37
001-0140-510.000-00	PERS	953.58
001-0140-520.000-00	OFFICE SUPPLIES	167.23
001-0140-520.010-00	DEPT OPERATING SUPPLI...	172.70
001-0140-530.000-00	ACCOUNTING & AUDITING	436.80
001-0140-530.009-00	OTHER PROFESSIONAL SE...	792.75
001-0140-530.011-00	TELEPHONE & INTERNET	5.37
001-0140-530.201-00	OTHER CONTRACT SERVIC...	183.89
001-0141-530.009-00	OTHER PROFESSIONAL SE...	4,419.31
001-0142-510.000-00	PERS	953.58
001-0142-520.010-00	DEPT OPERATING SUPPLI...	185.08
001-0142-530.011-00	TELEPHONE & INTERNET	5.37
001-0142-530.030-00	ADVERTISING	477.00
001-0142-530.091-00	MEETINGS & TRAINING	9.98
001-0150-520.011-00	UNIFORM ALLOWANCE	19.17
001-0150-520.040-00	FUEL	86.23
001-0150-530.011-00	TELEPHONE & INTERNET	5.37
001-0150-530.060-00	ELECTRIC	3,118.70
001-0150-530.062-00	GAS	84.23
001-0210-510.000-00	PERS	15,094.34
001-0210-510.010-00	OASDI	15.36
001-0210-520.000-00	OFFICE SUPPLIES	37.67
001-0210-520.011-00	UNIFORM ALLOWANCE	450.78
001-0210-520.030-00	MOTOR VEHICLE EXPENSE	6.00
001-0210-520.040-00	FUEL	1,074.47
001-0210-530.011-00	TELEPHONE & INTERNET	537.60
001-0210-530.060-00	ELECTRIC	58.41
001-0210-530.091-00	MEETINGS & TRAINING	1,135.18

Account Summary

Account Number	Account Name	Payment Amount
001-0210-530.201-00	OTHER CONTRACT SERVIC...	2,875.18
001-0210-540.038-00	TECHNOLOGY PURCH/REP...	14.06
001-0220-520.040-00	FUEL	0.02
001-0220-530.060-00	ELECTRIC	856.69
001-0220-530.062-00	GAS	33.71
001-0230-510.000-00	PERS	953.58
001-0410-530.009-00	OTHER PROFESSIONAL SE...	1,002.00
001-0410-530.011-00	TELEPHONE	5.37
001-0460-510.000-00	PERS	953.56
001-0460-530.011-00	TELEPHONE	5.37
001-0610-520.010-00	DEPT OPERATING SUPPLI...	932.47
001-0610-520.011-00	UNIFORM ALLOWANCE	19.17
001-0610-520.030-00	MOTOR VEHICLE EXPENSE	116.36
001-0610-530.011-00	TELEPHONE	5.37
001-0610-530.060-00	ELECTRIC	31.98
001-0610-530.201-00	OTHER CONTRACT SERVIC...	682.35
009-0150-520.040-00	FUEL	207.43
009-0150-530.011-00	TELEPHONE	10.76
009-0150-530.060-00	ELECTRIC	1,124.03
009-0150-530.062-00	GAS	60.67
009-0150-530.201-00	OTHER CONTRACT SERVIC...	129.70
010-0310-530.201-00	OTHER CONTRACT SERVIC...	1,166.60
011-0310-530.201-00	OTHER CONTRACT SERVIC...	1,166.60
016-0613-520.010-00	DEPT OPERATING SUPPLI...	2,211.27
016-0613-530.011-00	TELEPHONE	10.76
016-0613-530.060-00	ELECTRIC	1,814.55
016-0613-530.201-00	OTHER CONTRACT SERVIC...	1,433.80
017-0260-530.060-00	ELECTRIC	5,555.42
017-0270-530.009-00	OTHER PROFESSIONAL SE...	27.56
017-0610-520.011-00	UNIFORM ALLOWANCE	38.35
017-0610-520.040-00	FUEL	50.57
017-0610-530.000-00	ACCOUNTING & AUDITING	436.80
019-0613-520.010-00	DEPT OPERATING SUPPLI...	798.33
019-0613-530.011-00	TELEPHONE	10.76
019-0613-530.060-00	ELECTRIC	37.27
019-0613-530.201-00	OTHER CONTRACT SERVIC...	210.50
020-0310-530.009-00	OTHER PROFESSIONAL SE...	15,548.58
021-0310-520.010-00	DEPT OPERATING SUPPLI...	426.39
021-0310-520.011-00	UNIFORM ALLOWANCE	34.52
021-0310-520.030-00	MOTOR VEHICLE EXPENSE	100.84
021-0310-530.000-00	ACCOUNTING & AUDITING	436.80
029-0310-530.201-00	OTHER CONTRACT SERVIC...	1,166.80
047-0704-520.012-00	DEPT OPERATING SUPPLI...	20.54
059-0140-520.000-00	OFFICE SUPPLIES	16.11
059-0140-530.201-00	OTHER CONTRACT SERVIC...	22.02
059-0730-510.126-00	INTEREST - EQUIPMENT L...	2,335.28
059-0730-520.010-00	DEPT OPERATING SUPPLI...	628.17
059-0730-520.030-00	MOTOR VEHICLE EXPENSE	93.09
059-0730-530.000-00	ACCOUNTING & AUDITING	327.60
059-0730-530.201-00	OTHER CONTRACT SERVIC...	463.25
060-0140-520.000-00	OFFICE SUPPLIES	241.48
060-0140-530.201-00	OTHER CONTRACT SERVIC...	275.27
060-0142-520.010-00	DEPT OPERATING SUPPLI...	300.00
060-0710-510.000-00	PERS	1,950.48
060-0710-520.010-00	DEPT OPERATING SUPPLI...	4,865.33
060-0710-520.011-00	UNIFORM ALLOWANCE	80.52
060-0710-520.030-00	MOTOR VEHICLE EXPENSE	232.71
060-0710-520.040-00	FUEL	217.69

Account Summary

Account Number	Account Name	Payment Amount
060-0710-530.000-00	ACCOUNTING & AUDITING	4,149.60
060-0710-530.011-00	TELEPHONE	177.41
060-0710-530.060-00	ELECTRIC	23,746.00
060-0710-530.124-00	LATE FEES & FINANCE CH...	3,929.19
060-0710-530.125-00	EQUIPMENT LEASE	44,659.56
060-0710-530.126-00	INTEREST - EQUIPMENT L...	2,335.29
060-0710-530.201-00	OTHER CONTRACT SERVIC...	55,743.77
061-0140-520.000-00	OFFICE SUPPLIES	241.48
061-0140-530.000-00	ACCOUNTING & AUDITING	684.00
061-0140-530.201-00	OTHER CONTRACT SERVIC...	275.27
061-0520-510.000-00	PERS	1,950.49
061-0520-520.010-00	DEPT OPERATING SUPPLI...	1,467.92
061-0520-520.011-00	UNIFORM ALLOWANCE	157.20
061-0520-520.030-00	MOTOR VEHICLE EXPENSE	232.72
061-0520-520.040-00	FUEL	217.41
061-0520-530.000-00	ACCOUNTING & AUDITING	3,465.60
061-0520-530.011-00	TELEPHONE	177.41
061-0520-530.060-00	ELECTRIC	12,241.25
061-0520-530.124-00	LATE FEES & FINANCE CH...	446.23
061-0520-530.125-00	EQUIPMENT LEASE	22,329.78
061-0520-530.126-00	INTEREST - EQUIPMENT L...	2,335.28
061-0520-530.201-00	OTHER CONTRACT SERVIC...	3,695.30
061-1080-550.111-00	WWTP PLANNING GRANT	75.00
062-0140-520.000-00	OFFICE SUPPLIES	241.48
062-0140-530.000-00	ACCOUNTING & AUDITING	436.80
062-0140-530.201-00	OTHER CONTRACT SERVIC...	275.28
062-0510-520.000-00	OFFICE SUPPLIES	-25.76
062-0510-520.011-00	UNIFORM ALLOWANCE	34.50
062-0510-530.009-00	OTHER PROFESSIONAL SE...	1,805.00
062-0510-530.011-00	TELEPHONE & INTERNET	107.52
062-0510-530.030-00	ADVERTISING	249.60
062-0510-530.201-00	OTHER CONTRACT SERVIC...	608.00
063-0340-530.000-00	ACCOUNTING & AUDITING	546.00
063-0340-530.011-00	TELEPHONE	5.39
063-0340-530.014-00	POSTAGE	7.60
063-0340-530.060-00	ELECTRIC	423.52
063-0340-530.090-00	MEMBERSHIPS/SUBSCRIP...	922.00
063-0340-530.201-00	OTHER CONTRACT SERVIC...	43.25
074-0610-530.059-00	WATER UTILITY	184.33
074-0610-530.060-00	ELECTRIC	193.16
099-0000-220.010	FICA TAXES PAYABLE	20,239.08
099-0000-220.020	FIT W/H PAYABLE	10,814.07
099-0000-220.030	SIT W/H PAYABLE	4,780.11
099-0000-220.050	PERS PAYABLE	22,926.22
099-0000-220.065	AFLAC PAYABLE	1,210.48
099-0000-220.071	POA DEDUCT PAYABLE	840.00
099-0000-220.081	UNION DUES PAYABLE	301.00
099-0000-220.090	DISABILITY (SDI) PAYABLE	1,240.77
099-0000-220.092	CAL PERS 457 DEF COMP	684.00
201-0310-530.009-00	OTHER PROFESSIONAL SE...	21,372.06
202-0310-530.009-00	OTHER PROFESSIONAL SE...	815.00
502-0000-530.091-00	MEETING & TRAINING	83.21
505-0210-530.030-00	ADVERTISING	513.20
Grand Total:		363,037.33

Project Account Summary

Project Account Key	Payment Amount
None	327,165.53

Project Account Summary

Project Account Key	Payment Amount
2020-21-1C	1,563.73
2020-21-3C	7,291.14
2020-21-4C	7,527.91
2020-21-5B	718.43
2020-21-5D	17,149.35
Body Worn Camera Expense	83.21
Cal VIP - Expense	513.20
CARES ACT 1	788.84
COVID	235.99
Grand Total:	363,037.33



TREASURER'S REPORT

Period Ending September 30, 2020

Accounts	Beg. Period Balance	Cash Debits (+)	Cash Credits (-)	End Period Balance
State of California LAIF	6,234,668	-	-	6,234,668
General Checking Account	1,291,489	640,823	596,370	1,335,941
Payroll Account	842,392	146,815	144,497	844,710
Total Cash and Investments	\$8,368,549	\$787,638	\$740,867	\$8,415,320

(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

OCTOBER 20, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Renewal of Police Lieutenant Employment Contract

BACKGROUND/DISCUSSION

Staff presented this contract to Council on October 6, 2020 for the position of Acting Police Lieutenant. The City has hired a Police Chief and he has shown the need for, and incorporated into the budget, the position of Police Lieutenant.

The Police Department has recently received a new grant from Cal VIP to help with the underserved youth of the City. This grant also helps incorporate the need for a Youth Services Coordinator who will report to the Lieutenant. The Lieutenant will oversee the program and all police grants for compliance.

FISCAL IMPACT

The fiscal impact from October 20, 2020 through the fiscal year will be \$82,400. This amount was included in the initial budget that was approved in June 2020.

RECOMMENDATION

Council authorize the City Manager to continue the employment of the Police Lieutenant with an Employment Agreement for five years.

EXHIBIT(S)

A.) Police Lieutenant Agreement

Police Lieutenant Employment Agreement City of Gustine

This agreement is entered into as of October 21, 2020, by and between the City of Gustine, California, a municipal corporation (the CITY), and Sammy Joseph, an individual (the Employee). The City and the Employee are sometimes referred to as "Parties."

1. Employment

- a. The City appoints and shall continue to employ Employee as the City's Police Lieutenant. Employee agrees to perform the functions and duties of the position of Lieutenant as described by state law, the Municipal Code of the City, the job description of the position of Police Lieutenant as developed by the Police Chief and City Manager of the City, and all other duties and functions as the Police Chief and/or City Manager of the City shall from time to time assign.
- b. Employee agrees to perform all such functions and duties to the best of his abilities and in a competent and efficient manner. Employee shall faithfully, diligently, and to the best of Employee's abilities, perform all duties that may be required under this Agreement. Employee agrees that Employee has a duty of loyalty and a general fiduciary duty to the City. Employee shall devote the whole of Employee's working time, skill, experience, knowledge, ability, labor, energy, attention, and best effort exclusively to the City's business and affairs. Employee agrees not to engage in any other business pursuits whatsoever or, directly or indirectly, render any services of a business, commercial or professional nature to any other person or organization, whether for corporation or otherwise, without the prior written consent of the City Manager.
- c. Employee shall not engage in any employment, activity, consulting service, or other enterprise, for compensation or otherwise, which is

actually or potentially in conflict with, inimical to, or which interferes with the performance of Employee's duties. Further, Employee shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Gustine. Any secondary employment that is not in conflict as noted above must be approved by the City Manager.

- d. Employee is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations of Employee's position. Employee does not have set hours of work, as Employee is expected to be available at all times. It is recognized that Employee must devote a great deal of time to the business of the City outside of the City's customary office hours, and to that end Employee's schedule of work each day and week shall vary in accordance with the work required to be performed and in accordance with any specific direction provided by the Police Chief.

2. Term

- a. Employee shall serve at the will and pleasure of the City Manager. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Manager to terminate the employment of the employee at any time and for any reason, or for no reason, subject only to the provisions specified in Section 3 of this Agreement.
- b. This agreement shall become effective from October 21, 2020, until June 30, 2025 or until terminated by either party in accordance with this Agreement.
- c. Nothing in this Section shall or is intended to prevent, limit or otherwise interfere with the right of the City or the Employee to terminate the employment of Employee prior to the expiration of this Agreement, or any extension thereof, in accordance with Section 3 of this Agreement.

3. Termination

- a. The City Manager and Employee may agree mutually in writing to terminate Employee's employment.

- b. The City Manager may terminate Employee's employment at any time without cause. In the event that Employee is terminated by the City without cause, and the Employee is otherwise ready, willing and able to perform his duties under this Agreement, the City shall pay Employee severance compensation equal to two (2) months of salary. Eligibility for such severance payment is expressly conditioned upon Employee's execution of (i) a waiver and release of any and all of Employee's claims against City, City elected and appointed officials, employees, and agents, and (ii) a covenant not to sue. All normal payroll taxes and withholdings as required by law shall be made with respect to any amounts paid under this section. In consideration of this severance payment, Employee agrees that he shall not be entitled to any other payment or compensation of any kind from the City in connection with the termination of his employment, with the execution 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. If the termination of Employee is the result of gross mismanagement and/or an act or acts of moral turpitude, Employee shall not be paid any severance pay. In such an instance, Employee's sole remedy shall be a judicial action in declaratory relief to determine whether there was substantial evidence of gross mismanagement and/or an act or acts of moral turpitude. If the court determines there was not substantial evidence, Employee shall receive the severance pay provided in this subsection, but no other damages.
- c. EMPLOYEE has the option upon termination of the position of Police Lieutenant to return to the rank of Officer as was his original position; Unless said EMPLOYEE is terminated for cause, then EMPLOYEE will not be afforded that option;
- d. It is the Employee's intention, and the City's undertaking, that Employee will not look for other employment and remain employed with the City during the five (5) years of this Agreement. However, if employee decides to terminate his employment at any time for any reason, Employee shall provide no less than 60 days prior written notice, he shall be entitled to receive at 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, however, be entitled to any severance pay or other compensation at termination of his employment. During the period of subsequent to Employee's submission of his notice terminating his employment, he shall continue to perform his duties as Lieutenant unless removed from these duties and/or terminated by the City Manager pursuant to the terms of this Agreement. However, in the event that Employee is then removed from these duties by the City Manager, Employee shall continue to receive compensation in the form of salary and benefits through the completion of the 60 day notice period, unless he is terminated for cause as set forth in sub-section (d) of this section.

- e. The City Manager may terminate Employee's employment for cause. In the event the Employee is terminated for cause, he shall not be entitled to the payment of any severance pay or compensation, other than the payment of accrued unused leave and other such benefits as may be due and payable under applicable City rule, regulation or policy, and/or under 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 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 the 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 Employee's employment without cause, the terms of sub-section b shall apply.
- f. 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.
- g. The City Manager and Employee may terminate this Agreement in the event that the Employee has been unable to perform the essential duties of his position due to disability for a period of three

(3) months and it is medically determined that Employee is permanently disabled from performing the essential functions of his position.

- i. A determination that Employee is permanently disabled shall be made by the City Manager based upon competent medical evidence and evaluation and in accord with the applicable state and federal laws pertaining to the protection of disabled persons. Any determination that Employee is permanently disabled shall be made in accordance with the laws governing the City membership in CalPERS.
 - ii. In the Event it is determined by the City Manager that a question exists as to Employee's ability to perform the essential functions of his position, based upon objective facts, the City Manager may require Employee to undergo a fitness for duty examination.
- h. Notwithstanding other provisions of this Agreement, during the 90 day period immediately following the appointment of interim or permanent City Manager, Employee may be terminated only in accordance with sub-sections a, c, d or, f of this section.

4. Salary and Benefits

- a. The City agrees to pay Employee with an annual base salary of Eighty Thousand Dollars (\$80,000.00) a year. This salary shall be paid on a pro rata basis in regular installments pursuant to the City's normal payroll procedures.
- b. The annual base salary shall increase 3% on October 21, 2020 and each July 1st afterward by an equal amount to 3%
- c. Salary changes approved for and applied to any other City employee shall not be applied to the Lieutenant.
- d. The City shall deduct or withhold from Employee's salary any and all sums as Employee may from time to time direct, or as required by law, including, but not limited to, sums for the payment of federal, state, and/or local income taxes and retirement or pension plans.
- e. The Employee shall be entitled to participate in the Public Employee's Retirement System (PERS) and shall receive the same PERS benefit provided to sworn employees in the City under the "Classic Plan". These amounts shall be adjusted proportionately,

based on any adjustment in City PERS benefit given to sworn employees of the City.

- f. Sick Leave. The Employee shall accrue sick leave at a rate of ninety-six (96) 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 then-existing City contract with CalPERS.
- g. Vacation. Employee shall accrue vacation leave at the rate of one hundred twenty hours per calendar year beginning on July 1, 202, accrued at even intervals bi-weekly.
- h. Holidays. Employee shall be entitled to those paid holidays recognized by the City for employees subject to the Gustine Police Officers Association. Employee is further granted the same amount of floating holiday leave benefits as granted to the members of the Gustine Police Officers Association.
- i. The Employee shall receive an annual uniform allowance equal to the amount paid to sworn officers of the Gustine Police Department.
- j. The City provides the Employee with the opportunity to participate in the health care plan that the City provides to its employees. Should the Employee not participate in the health care plan, then the City shall pay the Employee \$600.00 (six hundred dollars) per month to obtain his own health insurance. The parties expressly agree that this \$600.00 is addition to, and not part of, the Employee's compensation provided in this Agreement
- k. The City agrees to pay for premiums on a life insurance policy covering the Employee in the amount of \$50,000. Employee shall have the right to choose the beneficiary on such policies.
- l. The City Manager shall fix any other terms and conditions of employment relating to Employee's performance as the Lieutenant from time to time determine, provided that such terms and conditions of employment are not contrary to or inconsistent with the terms set forth in this Agreement.

5. Performance Evaluation

- a. Annual performance evaluations are an important way for the Police Chief and City Manager and the Employee to ensure effective communications about expectations and performance. The Police Chief recognizes that for the Employee to respond to his needs and to grow in the performance of the Employee's job, the Employee needs to know how the Police Chief evaluates the Employee's performance. To assure that the Employee get feedback, the Police Chief shall conduct an evaluation of the Employee's performance no later than March 31st of each year.
- b. As part of the annual review and evaluation the Police Chief and the Employee will jointly develop expectations, goals, and priorities that will provide the basis for determining the next year's performance evaluation. The final expectations, goals and priorities will be set by the Police Chief.

6. General Provisions

- a. This Agreement constitutes the sole understanding and agreement of the City and the Employee with respect to the matters set forth herein and supersedes any and all prior negotiations, statements, instructions, representations or agreements, whether written or oral.
- b. The parties agree and acknowledge that no representations, inducements, promises or agreements, oral or otherwise have been made by any party, or by anyone acting on behalf of any party, which are not contained herein and that any agreement, statement or promise not contained in this Agreement shall not be valid or binding on either party.
- c. If Employee is convicted of a crime involving an abuse of his office or position, all of the following shall apply:
 - i. if Employee is provided with administrative leave pay pending an investigation, Employee shall be required to fully reimburse the City for such amounts paid;
 - ii. if the City pays for the criminal legal defense of Employee (which would be in its sole discretion, as it is not generally required to pay for a criminal defense), Employee shall be required to fully reimburse City such amounts paid; and
 - iii. if this Agreement is terminated, any cash settlement related to the termination that Employee may receive from the City

shall be fully reimbursed to the City or void if not yet paid to Employee.

For this subsection, "abuse of office or position" means either (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority, or (2) a crime against public justice, including but not limited to a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

- d. Severability. In the event any portion of this Agreement is declared void, such portion shall be severed from this Agreement and the remaining provisions shall remain in effect, unless the result of such severance would be to substantially alter this Agreement or the obligations of the parties, in which case this Agreement shall be immediately terminated.
- e. 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.
- f. 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.
- g. 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.
- h. Subject to Section 3(e) of this agreement, the cost to defend and indemnify Employee in accordance with the requirements and limitations of the California Government Claims Act (Government Code §810 *et seq.* and Government Code §825), or otherwise. Notwithstanding the foregoing, 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, unless otherwise specifically provided by law. City will

determine, in its sole discretion, whether to compromise and settle any such claim or suit against Employee and the amount of any settlement or judgment rendered thereon.

Dated _____

Signed _____

Douglas D. Dunford
City Manager

Signed _____

Sammy Joseph
Lieutenant



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Melanie Correa, Deputy City Clerk/HR Director

SUBJECT: Council Approval of Gustine Employee Salary Schedules

BACKGROUND/DISCUSSION

Pursuant to the addition of Youth Services Program Coordinator, and employee contracts negotiated after July 1, 2020, please find attached the salary schedules for all employees of the City of Gustine effective October 20, 2020 for formal approval. Approval of this item by Council formalizes the salary schedules for use and reference by the California Public Employee Retirement System.

RECOMMENDATION

Council review and approve the attached salary schedule for all employees of the City of Gustine effective October 20, 2020.

EXHIBIT(S)

A) Annual Salary Schedule

APPROVED BY:



DOUG DUNFORD, CITY MANAGER

CITY OF GUSTINE

ANNUAL SALARY SCHEDULE

Effective October 20, 2020

	Annual Amounts					
	A	B	C	D	E	F
Accountant	\$45,084	\$47,338	\$49,705	\$52,190	\$54,800	\$57,540
Accounting Technician	\$40,050	\$42,053	\$44,155	\$46,363	\$48,681	\$51,115
Account Clerk	\$36,757	\$38,595	\$39,951	\$42,551	\$44,679	\$46,912
Administrative Assistant	\$38,762	\$40,700	\$42,735	\$44,872	\$47,116	\$49,471
City Manager	\$144,348*	N/A	N/A	N/A	N/A	\$159,372*
Community Services Officer	\$36,569	\$37,797	\$39,686	\$41,673	\$43,755	\$45,945
Custodian	\$36,216	\$38,027	\$39,928	\$41,925	\$44,021	N/A
Deputy City Clerk/Human Resources Director	\$56,714*	N/A	N/A	N/A	N/A	\$60,168*
Economic/Community Development Director	\$66,635*	N/A	N/A	N/A	N/A	\$70,693*
Finance Manager	\$88,000*	N/A	N/A	N/A	N/A	\$99,564*
Maintenance Worker	\$36,233	\$38,046	\$39,949	\$41,944	\$44,042	N/A
Police Chief	\$103,000*	N/A	N/A	N/A	N/A	\$113,720*
Police Lieutenant	\$80,000*	N/A	N/A	N/A	N/A	\$95,524.00
Police Officer	\$49,445	\$51,917	\$54,514	\$57,238	\$60,101	N/A
Police Sergeant	\$62,526	\$65,653	\$68,936	\$72,384	\$76,002	N/A
Public Works Director	\$77,036*	N/A	N/A	N/A	N/A	\$106,190*
Public Works Supervisor	\$50,440*	N/A	N/A	N/A	N/A	\$58,391*
Records Clerk	\$40,523	\$42,550	\$44,679	\$46,911	\$49,258	\$51,719
Recreation Manager	\$35,714*	N/A	N/A	N/A	N/A	\$38,647*
Wastewater Operator	\$44,125*	N/A	N/A	N/A	N/A	\$48,216*
Water Distribution Operator	\$38,332	\$40,252	\$42,266	\$44,376	\$46,596	N/A
Youth Services Program Coordinator	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020	\$46,371

* Based on employment agreement.



ITEM NO. 6

COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Declaration of Surplus Property

BACKGROUND/DISCUSSION

Over the years, the City has developed a list of property for surplus and or destruction. The items indicated in **Exhibit A** were previously used by the City and no are longer useful to the City. City Council authorization is needed to sell, auction, destroy or retain by the City said property. All proceeds from the sale of City property will be placed into the general fund.

FISCAL IMPACT

The fiscal impact to the City is unknown at this time.

RECOMMENDATION

Staff recommends the City Council declare the indicated property as surplus and authorize Staff to sell, auction off or destroy property indicated in Exhibit "A."

EXHIBIT(S)

A.) City Surplus Property List for, Auction, Destruction and/or Sale.

RESOLUTION 2020-XXXX
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE AUTHORIZING THE
DESTRUCTION OF CERTAIN CITY RECORDS/PROPERTY

WHEREAS, the maintenance of various records and equipment is detrimental to City operations; and

WHEREAS, Section 34090 of the Government Code of the State of California provides a procedure whereby any City record or piece of equipment which has served its purpose and is no longer required may be destroyed; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GUSTINE DOES RESOLVE AS FOLLOWS:

Section 1. The City Council of the City of Gustine does hereby authorize the Head of the City Department specified in Exhibit "A", attached hereto and by the reference made a part hereof, to destroy the City records, equipment, documents, books or papers under his/her charge as described in that certain Exhibit "A".

Section 2. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the City Council of the City of Gustine on October 20, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Pat Nagy, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

Council Meeting 10202020

Exhibit A

<u>Brand</u>	<u>Equipment Type</u>	<u>Serial Number</u>
Mossberg	shotgun	J869829
Remington 870	shotgun	X060637M
Remington 870	shotgun	B077873M
Remington 870 (Marine Model)	shotgun	A789513M
Smith & Wesson	shotgun	FC33344
Smith & Wesson	shotgun	FC33345



ITEM NO. 7

COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Jami Westervelt, Airport Manager

SUBJECT: Approve the Airport Capital Improvement Program (ACIP) submission to FAA

BACKGROUND/DISCUSSION:

The Federal Aviation Administration (FAA) requires the City to review and approve its Airport Capital Improvement Program (ACIP) submission on a yearly basis. The FAA includes the submission in its internal FAA document that serves as its primary planning tool. FAA states it uses the document to identify and prioritize critical airport development and as the basis for the distribution of grant funds under the Airport Improvement Program (AIP).

The City submits the list annually to formalize which allowable projects the City would complete at the airport, if funding were available from both FAA, as well as the Gustine Airport match required. In practice, funding frequently has limited the projects moving forward precisely as spelled out over any five-year period. As this is an annual process and the City makes adjustments based upon best information available.

The first two years of the ACIP call for development of an Airport Layout Plan (ALP). Due to savings realized on the completed Airport Drainage Project, it may be feasible to complete that work in the two years listed. The project dates listed may shift in future ACIP submissions, depending upon the final cost of the prior projects and funding.

Staff will be working with the City Engineer to confirm costs on projects in the later years in coming submissions, given that costs can shift considerably over a document spanning multiple years. It is important to remember that all costs are estimates subject to change, as is the schedule itself. The Airport Commission considered the attached document Oct. 13 and approved submission to the Council for its approval.

RECOMMENDATION

Staff recommends the Council accept and approve the attached 2020 Airport Capital Improvement Program (ACIP).

EXHIBIT(S)

- A) 2021-2025 Airport Capital Improvement Program (ACIP)

APPROVED BY:

DOUG DUNFORD, CITY MANAGER

FIVE YEAR ACIP

Airport: Gustine Municipal Airport
Sponsor: City of Gustine, CA
Date: October 2020

Federal Fiscal Year	Project Description	Requested Federal Funding	Proposed Local Funding	Estimated Total Project Costs
2021	Airport Layout Plan Update (Funding Year)	\$ 157,500	\$ 17,500	\$ 175,000
	Subtotal 2020	\$ 157,500	\$ 17,500	\$ 175,000
2022	Airport Layout Plan Update (Continuation)	\$ 157,500	\$ 17,500	\$ 175,000
	Subtotal 2021	\$ 157,500	\$ 17,500	\$ 175,000
2023	Runway Surface Rehabilitation (Design and Construction)	\$ 450,000	\$ 50,000	\$ 500,000
	Subtotal 2022	\$ 450,000	\$ 50,000	\$ 500,000
2024	Extend Parallel Taxiway, Phase 1 (Design)	\$ 198,000	\$ 22,000	\$ 211,111
	Subtotal 2023	\$ 198,000	\$ 22,000	\$ 211,111
2025	Extend Parellel Taxiway, Phase 2 (Construction Phase 1)	\$ 450,000	\$ 50,000	\$ 500,000
	Subtotal 2024	\$ 450,000	\$ 50,000	\$ 500,000

Doug Dunford, City Manager
 Name and Title of Authorized Representative

 Signature

 Date



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: DOUG DUNFORD, CITY MANAGER

SUBJECT: Veteran's Day Procession

BACKGROUND/DISCUSSION

The Veterans Day Procession is scheduled for November 11, 2020, beginning at 11:00 AM. The procession will require Police escort, and the route is as follows:

The procession will form in front of Coast to Coast Hardware Store on Fifth Street. It will travel northbound Fifth Street to Third Ave., where the procession will turn westbound. The procession will continue westbound Third Ave. until they reach the Veteran's Memorial across from the Police Department. At this point, the procession will conclude with the Pledge of Allegiance by the procession participants.

American Legion Post 240 is additionally requesting restricted parking on the north side of Third Ave. to accommodate disabled Veterans attending the event. There will be no additional festivities this year due to the Covid-19 concerns and restrictions. The procession participants will adhere to social distancing requirements and face mask protection will be strongly encouraged.

FISCAL IMPACT

Public Works Personnel should be able to deliver and retrieve approximately 12 barricades, incurring about 2 hours of overtime, at a cost of \$100.00. Police escort for the procession will require two uniformed Police Officers. Typical dayshift staffing on November 11, 2020 is one Officer, which means this event will require one additional Officer to be called out for 2 hours of overtime. The current fee schedule for a Gustine Police Officer is \$60.00 per hour, for an overall cost of \$220.00. American Legion Post 240 has requested that the City Council waive any and all fees associated with this event.

RECOMMENDATION

City Council to authorize the request by The American Legion Post 240 in Gustine and the Veterans of Foreign Wars for the use of City streets and City Personnel for the annual Veterans Day Procession.

EXHIBIT(S)

- A.) Letter of request from Kris Walton, Commander, American Legion Post 240.

THE AMERICAN LEGION
MANUEL M. LOPES POST 240

145 5TH ST. GUSTINE CA. 95322

City of Gustine, Mayor, City Manager, and Chief of Police,

The American Legion Post 240 in Gustine and the Veterans of Foreign Wars, would like to request that we may hold our annual Gustine Veterans Day Procession on Nov. 11th 2020. We, the veterans would like to request any and all help from the city of Gustine, City Manager, and our Gustine Police Department. As a Veteran Non-Profit, We would like to request that any fees be marginalized or waived.

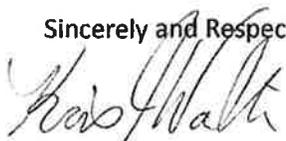
We, the Veterans of Gustine are asking that we be able to hold the annual Veterans Day Procession with a start time of 11:00 am on Nov. 11th 2020, starting at the parking lot of Coast hardware, proceeding northbound to Third Street, to be concluded with The Pledge of Allegiance at the Veterans Memorial on Third Street across from The Police Station, We would also like to have any barricades needed and have parking reserved for any of our disabled Veterans that may be in attendance.

There will be no festivities following this years Veterans day procession due to Covid-19 concerns, according social distancing requirements will be observed and face masks/protection is strongly recommended.

We will accordingly put on this processioin to honor the outstanding Veterans from the Westside.

Please feel free to contact me as soon as possible about any help we may be able to receive. My phone number is 1-209-704-1362.

Sincerely and Respectfully Submitted by,



Kris Walton, Commander

American Legion Post 240 Gustine



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Council to Authorize the City Manager to Execute an Agreement to accept Donation of APN# 020-030-16 and APN# 020-030-17 into City Owned Property

BACKGROUND/DISCUSSION

Staff discovered during the ENGIE Solar project that the Police Department (APN#020-030-16) and Fire Department (APN# 020-030-17) buildings are not City property. We were notified by PG&E of this issue during the paperwork for the switchover to solar power. PG&E has stated that they must be City property to allow them to forward with the project. PG&E will not allow the City to conduct the solar changeover to either building until we rectify this issue.

Staff contacted Merced County staff and explained the situation. Merced County staff said they understood and were surprised that they owned the buildings and not the City. Merced County Board of Supervisors will be holding their monthly meeting on November 3rd to deed the property over to the City of Gustine at no charge.

Staff is requesting that Council authorize the City Manager to execute the necessary paperwork to make the Police Department building (APN#020-030-16) and the Fire Department building (APN#020-030-17) City owned structures.

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

Council authorize the City Manager to execute an agreement with the County of Merced to transition the property, APN# 020-030-16 (police building) and APN# 020-030-17 (fire building), to City owned property.



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Council to Authorize the City Manager to Execute an Agreement to accept Donation of APN# 020-081-003 into City Owned Property

BACKGROUND/DISCUSSION

Staff has been aware that the property (APN# 020-081-003) that Public Works currently uses as their staging area and main office, is owned by the County of Merced. We are now getting to the point in the building of the Hwy 33/140 Roundabout that the City is needing to purchase right of way property to see this project through to fruition.

Staff has been in discussion with the County of Merced for several months regarding the transfer of the property to the City of Gustine. The sticking point has been the issue of forty (40) water monitoring wells that are currently throughout the property. These wells must be moved to accommodate the roundabout and still be able to be monitored by the State Water Board.

The City and County came to an agreement regarding the movement of the wells that allows the State Water Board to continue monitoring the water wells. The City and County agreed to use Measure V funding through the Regional Measure V funding source to pay for the closure and movement of the forty monitoring wells.

The City presented to the Regional Measure V Committee on October 1, 2020 and received an additional \$500,000 to close and move the forty monitoring wells to a new location to the northeast of the new Hwy 33/140 Roundabout. This will be officially approved at the Merced County Association of Governments Governing Board Meeting on October 15, 2020.

This now allows the County of Merced to donate the property APN# 020-081-003 to the City of Gustine at no cost. This will be presented to the County Board of Supervisors at their November 3, 2020 meeting.

Staff is requesting that Council authorize the City Manager to execute the necessary paperwork to allow the property APN# 020-081-003 to be donated to the City of Gustine.

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

Council authorize the City Manager to execute an agreement with the County of Merced to transition the property, APN# 020-081-003 (public works yard), to City owned property.



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: **City Council to Authorize the City Manager to Execute an Agreement with the Gustine Unified School District and First Behavioral Health Urgent Care Center for the California Violence and Intervention Program (CalVIP) Grant**

BACKGROUND/DISCUSSION

Staff presented to Council at the September 15, 2020 Council meeting the California Violence and Intervention Program (CalVIP). Council approved moving forward and accepting the grant amount of \$593,487.00 for the program.

Staff is asking for Council to authorize the City Manager to enter into an agreement with all parties involved in the grant. Those parties would be:

- City of Gustine
- Gustine Unified School District
- First Behavioral Health Urgent Care Center

This agreement is necessary due to the City being the fiduciary agent for the CalVIP grant and all parties involved. This agreement also solidifies the use of the contractor, the projects and assignments described in article 2 of the agreement for the Gustine Mental Health and Programming in Schools (MAPS) program.

The State of California, through the Board of State and Community Corrections, has provided grant funding to municipalities, both large and small, when proposals to reduce crime and violence in their respective jurisdictions are outlined. The California Violence and Intervention Program, also known as CalVIP, solicits applications for grant funds.

The City of Gustine, through Capital Advocacy Partners, applied for CalVIP funding in the amount of \$593,487.00 to fund a program. The Program, referred to as Gustine Mental Health and Programming in Schools (MAPS), will be a collaborative effort with many public, private, and non-profit organizations within the region to join forces and have the biggest positive impact on the lives of our youth. Those partnering for this program include the City of Gustine, the Gustine Police Department, the Gustine Unified School District, Legacy Health Foundation, First Behavior Health Urgent Care Center, and the Merced County Probation Department.

For the Gustine MAPS Program, an advisory council has been selected from the various stake holders invested in this program who will help facilitate the programs

implementation and on-going operations. In addition, the City has recruited retired Merced County Probation Chief Jeff Kettering as an evaluator. Although retired, Chief Kettering is working full time as an adjunct professor for California State University Stanislaus. He will provide insight and feedback on the program. The funding for the program additionally includes the recruitment and hiring of a Youth Services Program Coordinator to facilitate all the components of the program. The project manager will operate under the supervision of the police department.

On September 10, 2020, the City of Gustine was officially notified that the Gustine MAPS CalVIP Grant was approved for funding in the amount of \$593,487.00. As is the case with most grant funding, this requires a one-for-one dollar match for all expenditures not to exceed \$594,863.00. The total grant amount is \$1,188,350.00.

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

Staff recommends that City Council authorize the City Manager to enter into an agreement Gustine Unified School District and Behavioral Health Urgent Care Center for the California Violence and Intervention Program (CalVIP) Grant.

EXHIBIT(S)

A.) CalVIP MOU

MEMORANDUM OF UNDERSTANDING

For The

California Violence and Intervention Program

CalVIP

This Memorandum of Understanding (MOU) is effective upon the signature of the last party to sign this agreement, and is made between First Behavioral Health Urgent Care Center, a non-profit community based organization, located at 2111 Geer Rd., Ste. 510, Turlock, CA 95382 (the "Contractor"), and City of Gustine on behalf of the Gustine Police Department, located at 352 Fifth Street, Gustine, CA (the "City") and Gustine Unified School District located at 1500 Meredith Ave, Gustine, CA (the "School"). Contractor, City, and School are sometimes referred to herein individually as "Party" and collectively as "Parties."

The Parties agree as follows:

1. **Grant Agreement Engagement and Status.** The Parties hereby agree to use and retain the services of Contractor, and Contractor agrees to perform, the projects and assignments described in Article 2 of this agreement, as well as such other projects and assignments as may be accepted by School and Contractor during the term of this agreement, related to the California Violence and Intervention Program (CalVIP) Grant for establishment and implementation of the Mental Health and Police in Schools (MAPS) program (hereafter, the "Program") at the School. The Parties' agree to performance of this Agreement and the Program, subject to all of the following terms and conditions:
 - 1.1 **Independent Organizations/Grantee Status.** This MOU is made by and between grant partners and is not intended to and shall not be construed to create a relationship of agent, servant, employer, employee, partnership, joint venture, association, or other legal relationship which would impose vicarious liability upon one Party for the act or omission of the other Party. Except as is expressly set forth in this Agreement, each Party will bear full and sole responsibility for its own expenses, liabilities, costs of operation and the like. No single Party has the power to bind another Party or to assume or to create any obligation or responsibility, express or implied, on behalf of, or in the name of, another Party.
 - 1.2 **Exclusion of Benefits.** The Contractor, its officers, employees, and agents, shall perform its duties under this MOU in an independent capacity and not as officers, employees, or agents of the City or School, and as such Contractor is not entitled to benefits of any kind or nature normally provided to employees of the City, including but not limited to, State Unemployment Compensation Insurance, Worker's Compensation, or other insurance or employee benefit plans. The Contractor shall assume full responsibility and liability for payment of all applicable federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Contractor's employees.
 - 1.3 **Fingerprint Clearance.** The Contractor agrees and certifies that Contractor and all employees, independent contractors, volunteers and agents of Contractor performing services for the City or School pursuant to this MOU (collectively, "Contractor Parties") have been cleared by a fingerprint check performed by the California Department of Justice and run through the School.

The Contractor further agrees and certifies that Contractor Parties are not prohibited by law from being employed by the City or School or having contact with minors/dependents pursuant to applicable State law.

- 1.4 Confidentiality. Contractor shall comply with all laws, regulations, and professional standards pertaining to the confidentiality of the School's employment and student records and information which he or she may have access to in the course of performing services for the School. All Parties shall complete an acknowledgement of shared information pursuant to the requirements of the grant and/or Parties' policies.
 - 1.5 Standards. Contractor certifies that it is competent and qualified to perform the services described in this MOU for the Program. The Contractor shall provide the services in Article 2 of this agreement in a competent and professional manner consistent with industry standards. All services shall be completed to the reasonable satisfaction of the School.
2. Services to be Performed. The Contractor shall provide the services described in this section below to the School in partnership with the City.
- 2.1 Administrative services. The Contractor shall perform the following administrative functions:
 - 2.1.1 Staffing and Related Matters. The Contractor shall provide the School with a person qualified to act in the position of Clinician. Clinician shall at all times remain an employee of Contractor. In no event shall Clinician be considered or constitute an employee of City or School. In the event a Clinician is absent from the Program the Contractor shall make a good faith effort to ensure a replacement is provided in a timely manner, regardless of whether an absence may be temporary (e.g. due to extended illness or other medical leave) or permanent (e.g., due to dismissal, transfer, or resignation). The Contractor shall be responsible for communicating with Clinician regarding placement, hours, and procedures, with the exceptions of joint training and coordination efforts between Contractor and School.
 - 2.1.2 Cancellation of Clinician's participation in the Program: The School and the City, acting individually or jointly, hereby reserve the right to cancel a Clinician's participation in the Program at any of the School sites. Cancellation of Clinician's participation in no way hinders, affects, prevents, or mandates termination of the at-will or other independent relationship between a Clinician and the Contractor. Contractor hereby agrees that Contractor remains solely liable for any actions, causes, claims, or damages that arise between Contractor and Clinician as a result of or in relation to cancellation of Clinician in the Program.
 - 2.1.3. Professional development and technical assistance. The Contractor shall provide training, coaching, clinical supervision, and other technical assistance to Clinician in the areas of clinical practice, service coordination, and seamless integration into the school campus community. The Contractor shall continuously monitor the progress and development of Clinician.
 - 2.2 Scope of Work. The Contractor, through its Clinician, shall work collaboratively with the School and its employees to implement an individualized Student Services program on the School campus as listed in Section 2.3 of this agreement. Contractor Clinician shall provide individual

student services addressing social, emotional and behavioral challenges/symptoms identified as interfering with student success. Services include but are not limited to:

2.2.1 Screening/Assessment.

2.2.2 Individual Counseling.

2.2.3 Family Counseling.

2.2.4 Parent Counseling.

2.2.5 Case Management Services.

2.2.6 Parent Education.

2.2.7 Crisis Management.

2.2.8 Teacher Consultation.

2.2.9 Attend Meetings.

2.2.10 In-home Support.

2.2.11 Group Counseling/Education.

2.2.12 Assistance as needed to Gustine Police Department for Program-related goals.

2.3 Place of performance. The primary place of performance for services listed in 2.2 above is anticipated to be on the School campus. The School shall provide in-kind office space for a Clinician at the school. It is understood that some services will take place off campus in the community, including family homes if permitted. Contractor shall provide Clinical Supervision to Clinicians on a weekly basis.

2.4 Supplies and Equipment

2.4.1 Relating to the services described in Section 2.1, the Contractor agrees to provide equipment and supplies required for completion of the Contractor's services described in Section 2.1 of this contract.

2.4.2 Relating to the services described in Section 2.2, the School shall provide Contractor access to equipment and supplies (copy machine, fax, landline telephone, etc.) on the School site required for completion of Contractor's services described in Section 2.2.

3. Compensation. Contractor Clinicians providing services to the School are employees of the Contractor and will be compensated by the Contractor.

3.1 Grant funding. The position of Clinician is funded by the CalVIP Grant in the amount of \$397,000 payable over three (3) grant years. The Parties understand and acknowledge that the City, as the CalVIP Grant recipient, shall administer the grant funds to Contractor for purposes of funding the Contractor Clinician. Payment for each grant year shall be due on the first date of

the MOU term. Compensation will be paid directly to the Contractor by the City. Contractor is solely responsible for timely compensating Clinician, notwithstanding grant funding deadlines contained in the CalVIP Grant or this MOU.

4. Terms of Agreement, Termination, and Renewal. This MOU shall be effective upon the signature of the last party to sign this agreement (the "Effective Date") and shall continue for 33 months (the "Termination Date"), unless terminated sooner pursuant to the conditions set forth below.

4.1 Termination for cause. Any Party may terminate this agreement immediately for cause, including for any material breach or default of this agreement.

4.2 Termination without cause. Any Party may terminate this agreement at any time for any reason upon the notice described as follows:

4.2.1 Notice by School. The School shall provide thirty (30) days notice to the Contractor and City. Such notice should conform to the standards described in Section 4.4.

4.2.2 Notice by Contractor. Contractor shall provide sixty (60) days notice to the School and City. Such notice should conform to the standards described in Section 4.4.

4.2.3 Notice by City shall provide thirty (30) days notice to the Contractor and School. Such notice should conform to the standards described in Section 4.4.

4.3 No renewal of term. This agreement expires on the Termination Date and will not automatically renew for subsequent term(s). In the event the City, in its sole and absolute discretion, desires to renew this agreement, such renewal shall be communicated to the Contractor and the School and requires the mutual agreement of all Parties.

4.4 Form of notice. All notice pursuant to this Article 4 shall be in writing and signed by a duly authorized officer or agent of the notifying party.

5. Contract Information.

Manuel J. Jiménez, President & CEO
First Behavioral Health Urgent Care Center
2111 Geer Rd., Ste. 510
Turlock, CA 95382

Bryan Ballenger, Superintendent
Gustine Unified School District
1500 Meredith Ave.
Gustine, CA 95322

Ruben Chavez, Chief of Police
City of Gustine Police Department
682 3rd Ave.
Gustine, CA 95322

6. Distribution.

- “Copy No. 1” to the School; and
- “Copy No. 2” to the Contractor; and
- “Copy No. 3” to the City.

7. Effectiveness and date. This agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the associated date with that party’s signature). Each party is signing this agreement on the date stated opposite that party’s signature.

Date: _____

By: _____
Manuel J. Jiménez, Jr., MA, LMFT
First Behavioral Health Urgent Care Center

Date: _____

By: _____
Bryan Ballenger, Superintendent
Gustine Unified School District

Date: _____

By: _____
Doug Dunford, City Manager
City of Gustine



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Council Authorize the City Manager to Enter into an Agreement with Legacy Health Endowment for the CalVIP Grant Matching Funds

BACKGROUND/DISCUSSION

Staff has been working with the Gustine Unified School District and Jeffrey Lewis from the Legacy Health Endowment to obtain the California Violence and Intervention Program (CalVIP) Grant. As Council is aware, both the City and School District must have matching funds to be awarded the grant.

Mr. Lewis was instrumental in helping move this project forward with the Legacy Health Endowment, offering to help the School District with their matching funds. The City was notified shortly after the announcement of the grant award that Legacy Health Endowment was also awarding their matching funds of One Hundred Thousand dollars (\$100,000) to the program as well.

The City is the fiduciary agent for the grant, thus all monies and funding will pass through the City for recording and tracking. The Finance Department will be responsible for the reporting, tracking and payment of all related items to this grant. The City will be reporting to both the Board of State and Community Corrections and Legacy Health Endowment on expended funds for this grant.

The City will be acting as a pass through for the funding of the School District. Therefore, the School District will be billing the City for reimbursements. In turn, the City will bill the Board of State and Community Corrections for reimbursement.

FISCAL IMPACT

There is no fiscal impact to the City.

RECOMMENDATION

Council authorize the City Manager to enter into an agreement with Legacy Health Endowment to receive and distribute the matching funds for the CalVIP grant in the amount of \$100,000.

EXHIBIT(S)

A) Legacy Health Endowment Agreement



September 23, 2020

Mr. Doug Dunford
City Manager
City of Gustine
352 Fifth Street
PO Box 16
Gustine, CA 95322

RE: Agreement for Grant #6120.20/21

Dear Doug,

It is my pleasure to inform you that Legacy Health Endowment (“Grantor”) has approved total funding of \$100,000 for the City of Gustine (City) (“Grantee”) for the purposes set forth in this letter agreement. Grantor will disburse \$100,000 to Grantee by the later of September 30, 2020, or four weeks after the Grantee has returned a signed copy of this Agreement to the Grantor.

The funding purpose is a matching grant for the City of Gustine’s CalVIPS MAPS Grant from the State of California. The grant goals are providing families with resources, guiding youth, and improving their school performance. The program is limited to families that live within the LHE ZIP codes set forth in Exhibit A (“the LHE Service Area”). ***This grant is restricted to providing healthcare services and expanding access thereto for residents of the LHE Service Area.*** Exhibit A is hereby incorporated in this letter as if set forth in full herein.

This letter is a legally binding grant agreement (“Agreement”). It will be effective upon our receipt of a copy of this Agreement signed by an authorized representative of your organization.

Please read the terms and conditions of this Agreement very carefully, including the reporting requirements. Grantor will not consider grant renewals for grantees who fail to meet reporting requirements.

TERMS AND CONDITIONS

- 1. Use of Funds.** Grantee shall use the funding from this grant only for the purposes described above, and subject to the restrictions and covenants set forth in this Agreement. Any changes in the purposes for which grant funds are spent must be approved in writing by Grantor before the funds are so spent.

2881 Geer Road – Suite A Turlock, CA 95382 209/250-2312

Legacy Health Endowment is a nonprofit healthcare grantmaking Foundation that works solely within Merced and Stanislaus Counties in the California Central Valley. LHE is not a hospital or healthcare services provider.

2. **Reporting.** To enable Grantor to evaluate the effectiveness of its funding under this Agreement, Grantee shall submit to Grantor a final report which incorporates items (a) through (c) listed below. The annual report is due to Grantor by September 2021.

The annual report shall contain:

(a) a description of the progress that Grantee has made toward achieving the purposes for which Grantor has provided funding hereunder;

(b) a financial accounting of the expenditure of grant funds; and

(c) a report on Grantee's compliance with the terms of this Agreement.

3. **Recordkeeping.** Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Grantor at reasonable times for review and audit and shall comply with all reasonable requests of Grantor for information and interviews regarding the use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Grantor for at least four years after completion of the use of the grant funds.

4. **Sub-grantees.** Grantee shall retain full discretion and control over the selection of any sub-grantees, contractors, or other agents to carry out the purposes of these grants and shall act completely independently of Grantor. Grantor shall not participate in the review or selection of the candidate to fill the case-manager position referenced in this Agreement. Grantor and Grantee acknowledge that there is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular sub-grantee or the individual hired for the case-manager position. Grantee shall require any sub-grantee to comply with the requirements of the Agreement, substituting Grantee for Grantor and the sub-grantee for Grantee, as applicable. All obligations of Grantee under these Paragraphs shall remain in full force and effect.

5. **Prohibited Uses.** Grantee shall not use any portion of the funds granted:

- a. To attempt to influence legislation, within the meaning of Section 501(c)(3) of the IRC;
- b. To undertake any activity for any purpose other than a religious, charitable, scientific, literary, educational or other purpose specified in Section 170(c)(2)(B) of the IRC; or
- c. To participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the IRC.

6. **Grant Announcements.** Grantee shall submit in advance to Grantor, for review and revision at the sole discretion of Grantor, any announcements Grantee intends to make regarding the grant, and any publications referring to the grant Grantee intends to publish other than in its annual reports or tax returns. The Grantor may include information on the grant in its periodic public reports.
7. **Notice.** Grantee shall give Grantor immediate written notice of any change in (a) Grantee's nonprofit or tax status; or (b) Grantee's executive staff, key staff responsible for achieving the grant purposes or the members of its governing body.
8. **Publications; License.** Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements or procedures as Grantor may establish from time to time. Grantee agrees to grant to Grantor an irrevocable, non-exclusive license to publish any publications, studies, or research funded by this grant at Grantor's sole discretion.
9. **No Agency.** The Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the way any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
10. **Terrorist Activity.** Grantee represents that it does not and will not support or conduct, directly or indirectly, violence or terrorist activity of any kind.
11. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any additional pledge or any commitment by Grantor. The grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between Grantor and Grantee.
12. **Further Assurances.** Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the IRC. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, Grantee will promptly contact Grantor or its own legal counsel.
13. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program supported by the grants, except to the extent that such claims, liabilities, losses or expenses arising from any act or omission of Grantor, its officers, directors, employees or agents.

14. **Remedies.** If Grantor determines, in its sole discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit the final report when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement between Grantor and Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to Grantor. The Grantor may also avail itself of any other remedies available by law.
15. **Captions.** All captions and headings in this Agreement are for reference and convenience only. They shall not limit or expand the provisions of this Agreement.
16. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire Agreement between the parties concerning its subject matter. This Agreement may not be amended or modified except in writing signed by both parties.
17. **Governing Law.** This Agreement and all claims arising out of this Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

Signature Page Follows

* * *

Please have an authorized officer of Grantee sign the enclosed original of the letter and return it to Grantor. Please keep a copy for your files.

Please direct all future communications concerning this grant to me. On behalf of Legacy Health Endowment's Board of Trustees and staff, let me express how delighted we are to support the purposes of this Project. We wish you every success.

Sincerely,



Jeffrey R. Lewis
President and CEO

The undersigned hereby accepts the foregoing Agreement on behalf of the City of Gustine and provides the information set forth below:

Authorized Signature

Date: _____

Name

Title

Fiscal year ends: _____ / _____
Month Day

Exhibit A

The **LHE Service Area** consists of the following 19 ZIP codes:

<u>ZIPs</u>	<u>Community</u>
95380	Turlock
95382	Turlock
95315	Delhi
95334	Livingston
95324	Hilmar
95316	Denair
95363	Patterson
95307	Ceres
95301	Atwater
95360	Newman
95326	Hughson
95388	Winton
95328	Keyes
95322	Gustine
95381	Turlock
95374	Stevinson
95358	Modesto
95303	Ballico
95313	Crows Landing



COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Tiffany Vitorino, Recreation Manager

SUBJECT: Consider Expenditure for downtown Christmas Decor

BACKGROUND/DISCUSSION

In recent weeks, staff has been discussing the upcoming holiday season and the City's downtown decorations. The existing holiday greenery and lantern decorations are starting to deteriorate past the point of use, and are becoming very time consuming for Public Works to install because of the need to ensure the decorations are secured properly. Staff contacted the company who provided the lantern-style decorations to inquire about purchasing replacements, and was informed that the style has been discontinued and is no longer available.

To find an alternative, staff has been in contact with a company called Street Décor Inc. who offer all kinds of light pole decorations, but staff was particularly impressed by their "Banner Enhancers". These are decorative lights that are placed above banners to assist in illuminating banners and can include a holiday design. Staff has identified a star design which would complement the existing service member banners along with holiday-themed banners. Staff has also received a mock up design of a custom holiday banner that will also coordinate well with the star banner enhancer.

Further, staff has been in contact with Kris Walton, Commander of the Gustine American Legion, to discuss rearranging the service member banners to a more consistent layout on Main Street. Mr. Walton relayed that several service members have completed their active duty, which has resulted in a number of poles without banners. Staff shared the banner enhancement idea with Mr. Walton, and also relayed the idea of adding a City holiday banner to the empty poles. Mr. Walton agreed that the enhancers would add to the sentiment of recognition for the service members.

Staff is looking to place custom holiday banners at the following locations:

- 2 banners at the intersection of 5th Street and Hwy 33.
- 4 banners on the intersection of 5th Street and 4th Avenue (Christmas tree intersection)
- 2 banners at the intersection of 5th Street and North Avenue where there will be no service member banners

Mr. Walton has agreed to assist and move all of the service member banners along the other poles that are in between the intersections. According to Public Works, we will need 28 of the enhancers to replace the current lantern decorations. If Council wishes, we can do a lesser amount of enhancers and continue to hang lanterns on some poles to balance out the downtown holiday look. We can then eventually purchase more banner enhancers to replace the lanterns in the upcoming seasons.

FISCAL IMPACT

The fiscal impact to the City would be approximately \$13,412.46 for the enhancers, banners and the brackets that hold them to the poles. Staff is also looking at an additional \$300 for rental of a lift. The grand total of the costs would be roughly \$13,712.46. Staff is recommending that Council authorize this expenditure from the UUT fund.

RECOMMENDATION

Council authorize the use of City funds to purchase 8 custom banners and 28 banner enhancers for the downtown area.

EXHIBIT(S)

A.) Quote from Street Decor, Inc.

APPROVED BY:



DOUG DUNFORD, CITY MANAGER

Street Decor, Inc.

6357 Moonridge Terrace
Reno, NV 89523

p 888-891-7680 f 775-746-2647

SALES ORDER

Number

SOLD TO:

City of Gustine
Tiffany Vitorino
PO Box 16
Gustine, CA 95322

SHIP TO:

SALE DATE October 15, 2020

CUSTOMER ORDER NO:

SHIP BY:
MUST HAVE BY:

Freight will be added to your invoice unless otherwise stated

Part Number	Quantity	Description		Unit Price
#141561	8	24x72 Digital print on Mainstreet with Ultra Violet Clear Coat	\$115.00	\$920.00

NOTE: Mainstreet is acrylic coated polyester
Banners printed on both sides

PMBESS30LS	28	30" banner Enhancer with Shooting Stars, LED	\$376.00	\$10,528.00
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NOTE: rod arms cut to fit 24" wide banner

\$11,448.00

California tax at 8.25%

\$944.46

Shipping banners via UPS ground

\$20.00

Shipping lighted decorations via truck (estimate)

\$1,000.00

\$13,412.46





COUNCIL AGENDA ITEM

OCTOBER 20, 2020

PREPARED BY: Melanie Correa, Deputy City Clerk

SUBJECT: 2020 City Election - Appointments

BACKGROUND/DISCUSSION

As Council is aware, the terms of two council member seats and the mayoral seat are set to expire at the end of November, 2020. During the candidate filing period, three candidates filed for papers expressing interest in running for election for the open Council seats. Those candidates are:

- Patrick Nagy – Mayoral seat
- Dennis Brazil – Council member seat
- James Bonta – Council member seat

All three candidates have been deemed qualified by the Registrar of Voters office.

Staff has been notified by the Merced County Registrar of Voters that according to Elections Code Section 10225 and 10229, when the number of candidates is equal to the number of open seats, the governing board shall appoint the qualified persons nominated. The appointment needs to be made by the governing body at a meeting held prior to the day fixed for election.

Such appointees shall be seated at the organizational meeting of the board as if they were elected at a district election. Traditionally, Merced County delivers election certification information in late November, with the newly elected officials being seated at the first regular meeting held in December. After conferring with Barbara Levey, Registrar of Voters, she confirmed that while appointments will be made at the October 20, 2020 meeting, those appointed members would not take official seat on Council until the regular scheduled meeting to be held on December 1, 2020.

FISCAL IMPACT

There is no fiscal impact to the City. Without Council seats on the election, the City should see a savings from the budgeted elections cost originally authorized on the June 2nd Council meeting.

RECOMMENDATION

City Council to consider appointing the following candidates to their respective positions:

Patrick Nagy – Mayor

Dennis Brazil – Council member

James Bonta – Council member

EXHIBIT(S)

A.) Correspondence from County Registrar of Voters

APPROVED BY:



DOUG DUNFORD, CITY MANAGER



**OFFICE OF COUNTY ASSESSOR-CLERK-
RECORDER & REGISTRAR OF VOTERS**

Barbara J. Levey
Assessor-Clerk-Recorder-
Registrar of Voters

2222 "M" Street
Merced, CA 95340
(209) 385-7631
(209) 725-3956 Fax
www.co.merced.ca.us

September 11, 2020

Governing Board
Gustine City

Attn: Melanie Correa, Doug Dunford

Via e-mail: mcorrea@cityofgustine.com, ddunford@cityofgustine.com

Via Fax:

Dear Ms. Correa and Mr. Dunford,

The Nomination/Declaration of Candidacy period, as well as all applicable extended candidate filing periods, for the General Election have closed. Only one candidate, Patrick Nagy, has filed for the Gustine Mayor seat that was to be included in the November election. Additionally, only two candidates, James Bonta and Dennis J. Brazil, have filed for the Gustine Councilmember, Vote for 2, contest.

Therefore, pursuant to Election Code § 10229 the governing board shall appoint the qualified persons nominated (Nagy, Bonta and Brazil) at a meeting prior to the day fixed for the election. Such appointees shall be seated at the organizational meeting of the board as if elected at a district election.

Once you have made your appointments, please notify my office so that our records may be updated.

The referenced Education Code sections are attached.

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

Sincerely,

Barbara J. Levey, CERA
Assessor-Clerk-Recorder-Registrar of Voters
Merced County

10229.

(a) If, by the 88th day, during normal business hours as posted, prior to the day fixed for a regularly scheduled municipal election or the 83rd day before the election, during normal business hours as posted, if an incumbent fails to file pursuant to Section 10225, (i) no one or only one person has been nominated for any office that is elected on a citywide basis, or (ii) no one or only one person is nominated to be elected from or by a legislative district, or (iii) in the case of any office or offices to be elected at large, the number of persons who have been nominated for those offices does not exceed the number to be filled at that election; or, if, by the 88th day, during normal business hours as posted, before a municipal election to fill any vacancy in office, no one or only one person has been nominated for any elective office to be filled at that election, and the election is subject to Section 36512 of the Government Code, the city elections official shall submit a certificate of these facts to the governing body of the city and inform the governing body of the city that it may, at a regular or special meeting held before the municipal election, adopt one of the following courses of action:

(1) Appoint to the office the person who has been nominated.

(2) Appoint to the office an eligible elector if no one has been nominated.

(3) Hold the election, if either no one or only one person has been nominated. The city elections official shall publish a notice of the facts described in this section and the courses of action available under this subdivision. Publication shall be made pursuant to Section 6061 of the Government Code in any newspaper of general circulation as designated by the city elections official.

After the fifth day following the date of posting or publication, the governing body of the city may make the appointment or direct an election to be held in the affected territory. The person appointed, if any, shall qualify and take office and serve exactly as if elected at a municipal election for the office.

Notwithstanding Section 10403, if, by the 75th day before the municipal election, no person has been appointed to office pursuant to paragraph (1) or (2), the election shall be held.

(b) Subdivision (a) shall not apply if, at the regularly scheduled municipal election, more than one person has been nominated to another city office to be elected on a citywide basis or a city measure has qualified and is to be submitted to the voters at that municipal election.

(c) Notwithstanding Chapter 1 (commencing with Section 8600) of Part 3 of Division 8, or any other provision of the law to the contrary, if the governing body of a city makes an appointment pursuant to subdivision (a), the elections official shall not accept for filing any statement of write-in candidacy that is submitted after the appointment is made.

(d) Nothing in this section shall be construed to prevent a city from enacting an ordinance pursuant to Section 36512 of the Government Code, requiring that a special election be held, or from enacting an ordinance pursuant to Section 36512 of the Government Code, providing that a person appointed to fill a vacancy on the city council shall hold office only until the date of the special election, or both. Any

ordinance or ordinances may allow for appointment consistent with subdivision (a) without requiring or providing for a special election.

If an appointment to office is made in a particular legislative district pursuant to subdivision (a), that appointment shall not affect the conduct of the municipal election in other legislative districts of the city.

(Amended by Stats. 2009, Ch. 549, Sec. 3. (AB 1574) Effective January 1, 2010.)