



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
JULY 7, 2015 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

ROLL CALL

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

PRESENTATIONS

ORAL COMMUNICATIONS

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 June 16, 2015 Regular Meeting**
Recommendation: Review and approve
- 2. Warrants**
Recommendation: Review and approve
- 3. City Attorney Legal Services Agreement**
Recommendation: Review and approve

ADMINISTRATIVE AGENDA

- 4. Consider a Resolution Confirming the 2.5% Utility Tax**
 - 1. Receive Staff Report*
 - 2. Receive Public Comment*
 - 3. Consider a motion to approve the resolution*

- 5. Consider a Resolution Designating Voting Delegates for the Annual League of California Cities Conference Business Meeting**
 - 1. Receive Staff Report*
 - 2. Receive Public Comment*
 - 3. Consider a Resolution designating a voting delegate and a voting alternate to the 2015 League of California Cities Annual Business Meeting*

6. **PUBLIC HEARING to Consider Introduction and Waiving of Further Readings of an Ordinance Adding Title 4, Article 6 to Streamline the Permitting Procedures for Small Residential Rooftop Solar Systems**
 1. *Receive Staff Report*
 2. *Open the Public Hearing*
 3. *Close the Public Hearing*
 4. *Consider a motion to introduce and waive the first reading*

7. **PUBLIC HEARING to Consider Waiving the Second Reading and Approve Ordinance No. 467 Replacing Gustine Municipal Code, Title 7, Chapter 7, Article 5 Pertaining to Anti-Graffiti Rules and Regulations**
 1. *Receive staff report*
 2. *Open the public hearing to receive public comment*
 3. *Close the public hearing*
 4. *Motion to waive the second reading of Ordinance No 467 amending the Gustine Municipal Code, Title 7, Chapter 7, Article 5 Graffiti*
(No Roll Call Vote Required)
 5. *Motion to approve Ordinance No. No. 467 amending the Gustine Municipal Code, Title 7, Chapter 7, Article 5 Graffiti*
(Roll Call Vote Required)

8. **Consider Resolution of Intention to Establish, Levy and Collect Assessments for Districts Formed Under the Landscaping and Lighting Act of 1972**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution*

9. **Consider Resolution Authorizing the City Manager to File Regional Surface Transportation Program (RSTP) Estimate Exchange Funds Claim for Fiscal Year 2014/15**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution*

10. **Discussion and Direction: Marquee Landscaping, Service Sign Modification and Downtown Directional Sign**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Discuss and provide direction*

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

1. **CONFERENCE WITH LABOR NEGOTIATOR.** Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Clerks Association.

2. **CONFERENCE WITH LABOR NEGOTIATOR.** Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Public Works Association.

3. **CONFERENCE WITH LABOR NEGOTIATOR. Pursuant to Government Code Section 54957.6. Agency Negotiator: City Manager: Employee organization: City of Gustine Police Officers Association.**
4. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: City Manager: Unrepresented Employee: Chief Wastewater Operator**
5. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Finance Manager**
6. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Chief of Police**
7. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Public Works Director**

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 2nd day of July, 2015, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF
REGULAR MEETING
JUNE 16, 2015**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

Staff Present: City Manager Sean Scully, Police Chief Doug Dunford, Fire Chief Pat Borrelli, Public Works Director Kathryn Reyes, City Attorney Josh Nelson, Police Officer Aaron Pinon, Finance Manager Jami Westervelt, and Deputy City Clerk Melanie Correa

PRESENTATIONS

- 1. Water Workshop**
Kathryn Reyes, Public Works Director

Public Works Director Reyes presented her presentation on water conservation.

- 2. Drought Tolerant Landscaping**
Mark Hollingsworth

City Manager Scully introduced Mark Hollingsworth, who gave his presentation on drought tolerant landscaping.

ORAL COMMUNICATIONS

There was no oral communications.

CONSENT CALENDAR

- 3. Minutes of the June 2, 2015 Regular Meeting**
Recommendation: Review and approve
- 4. Warrants**
Recommendation: Review and approve

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

ADMINISTRATIVE AGENDA

- 5. Consider Request from Gistine Pentecost Society for Use of City Services and Street Closures**
 - 1. Receive Staff Report*
 - 2. Receive Public Comment*
 - 3. Consider a motion to approve the use of City services and street closures*

Police Chief Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to approve the request for City services

and street closures. The motion was seconded by Council member Nagy, and carried 5-0.

- 6. Consider Request from Independence Day in the Park Volunteer Committee for Street Closures, Staff Services and Use of Henry Miller Park**
 - 1. Receive Staff Report*
 - 2. Receive Public Comment*
 - 3. Consider a motion to approve the request for street closures, staff services and the use of Henry Miller Park on July 4, 2015*

Mayor Brazil and Mayor Pro Tem Oliveira excused themselves from the Chamber at 6:58 P.M. due to conflict of interest.

Officer Pinon presented the staff report. There was no public comment. Council member Hasness made a motion to approve the request for street closures, staff services and the use of the park and to waive the fees associated. The motion was seconded by Council member Anderson, and carried 3-0, with Mayor Brazil and Mayor Pro Tem Oliveira abstaining.

Mayor Brazil and Mayor Pro Tem Oliveira returned to the Chamber at 7:00 P.M.

- 7. Consider a Resolution Establishing an Appropriations Limit and Certifying the Population Estimate for Fiscal Year 2015-2016**
 - 1. Receive staff report*
 - 2. Receive public comment*
 - 3. Consider a motion to approve the resolution*

Finance Manager Westervelt presented the staff report. Joe DeGregori, of Gustine, inquired on the census estimate, to which Finance Manager Westervelt and City Manager Scully provided information. Mayor Pro Tem Oliveira made a motion to approve the resolution. The motion was seconded by Council member Anderson, and carried 5-0.

- 8. Consider Adopting a Preliminary City Budget for Fiscal Year 2015-2016**
 - 1. Receive Staff Report*
 - 2. Receive public comment*
 - 3. Consider a motion to adopt the preliminary budget*

City Manager Scully presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to approve the preliminary budget for FY 2015-2016. The motion was seconded by Council member Nagy, and carried 5-0.

- 9. Consider a Resolution Authorizing Award of CMAQ Highway 140 Class II Bike Lanes Project**
 - 1. Receive staff report*
 - 2. Receive public comment*
 - 3. Consider a motion to approve the resolution*

City Manager Scully presented the staff report. There was no public comment. After a brief discussion, Mayor Pro Tem Oliveira made a motion to approve the resolution. The motion was seconded by Council member Hasness, and carried

CITY DEPARTMENT REPORTS

Chief Dunford advised on the status of the Senior Outreach program. He also advertised that his department would be holding women's self defense class on July 8th. He expressed his interest in holding a gun safety course as well. He welcomed anyone interested to attend the upcoming vaccination clinic on June 18th.

Fire Chief Borrelli advised that his department was relatively quiet for calls for service. He also mentioned that the Fire Department Family Day would be held on June 29th.

Public Works Director Reyes advised that she had nothing to report.

Finance Manager Westervelt advised on the high participation level with the online utility bill pay.

CITY MANAGER REPORT

City Manager Scully gave additional information on the convenience of the online bill payment website. He gave an update on the status of the Recreation Coordinator recruitment. He updated that Y-Lead would be hosting a rock wall at the Independence Day in the Park event. Lastly, he gave a brief explanation of the Redevelopment Dissolution.

CITY COUNCIL REPORTS

Council member Anderson advised that she had nothing to report.

Council member Hasness advised on her attendance at the Gustine Farm Watch meeting. She also expressed her contentment with the Farmer's Market and the new location. She further updated on the recent meeting she attended with Mayor Pro Tem Oliveira for a Family Resource Center. She reminded everyone to attend the Miss Gustine pageant on June 27th. She thanked City Manager Scully, Finance Manager Westervelt and Public Works Director Reyes for their hard work.

Council member Nagy reiterated the success of the Gustine Farm Watch meeting. He thanked Officer Pinon for presenting a staff report. He advised on his attendance at the upcoming League of California Cities dinner meeting and at the upcoming City/County Relations dinner meeting.

Mayor Pro Tem Oliveira updated on the progress toward a Family Resource Center. He urged those interested to keep active in the Gustine Farm Watch program. He also asked for support from the community for the Miss Gustine and Little Mr./Miss Gustine pageant.

Mayor Brazil commented on how successful the pool patronage looked. He reiterated what Mayor Pro Tem Oliveira commented on relating to Gustine Farm Watch. He suggested that a possible site for drought tolerant landscaping could be in front of the Goman Center. Lastly, he stressed how important fund raising was for the success of the annual fireworks show.

CLOSED SESSION

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7. **CONFERENCE WITH LABOR NEGOTIATOR- Pursuant to Government Section 54957.6 Agency Negotiator: Mayor: Unrepresented Employee: Public Works Director**
8. **PUBLIC EMPLOYEE APPOINTMENT. Pursuant to Government Code section 54957.**
Title: City Attorney

Council returned from closed session and advised that there was no reportable action.

ADJOURNMENT

Mayor Pro Tem Oliveira moved to adjourn the meeting. The motion was seconded by Council member Nagy. The meeting adjourned at 8:52 P.M.

ATTEST:

CITY CLERK

MAYOR BRAZIL



Warrant List By Vendor Name

Post Dates 06/17/2015 - 07/07/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: A & A PORTABLES INC				
A & A PORTABLES INC	619755	39848	RECREATION	9.12
			Vendor A & A PORTABLES INC Total:	9.12
Vendor: AFLAC ADMINISTRATIVE SERVICES				
AFLAC ADMINISTRATIVE SE	719894	39849	PAYROLL DEDUCTIONS	1,244.12
			Vendor AFLAC ADMINISTRATIVE SERVICES Total:	1,244.12
Vendor: ALHAMBRA & SIERRA SPRINGS				
ALHAMBRA & SIERRA SPRI	12652410 060515	39850	WATER WW PLANT	187.69
			Vendor ALHAMBRA & SIERRA SPRINGS Total:	187.69
Vendor: ALICE SPRAGGE				
ALICE SPRAGGE	REIMB REC SPRAGGE	39851	CLASS REIMB NOT TAKEN	60.00
			Vendor ALICE SPRAGGE Total:	60.00
Vendor: ALL STAR TROPHIES & SIGNS				
ALL STAR TROPHIES & SIG	20411	39832	TROPHIES MISS GUSTINE P	94.44
ALL STAR TROPHIES & SIG	20412	39847	FARMER'S MARKET SIGNS	925.58
			Vendor ALL STAR TROPHIES & SIGNS Total:	1,020.02
Vendor: AMERICAN WATER WORKS ASSOCIATION				
AMERICAN WATER WORK	0001109529	39852	FLYERS	149.80
AMERICAN WATER WORK	7001028522	39852	AWWA MEMBERSHIP	413.00
			Vendor AMERICAN WATER WORKS ASSOCIATION Total:	562.80
Vendor: AMERIPRIDE				
AMERIPRIDE	1501362826	39853	FD SUPPLIES	58.92
			Vendor AMERIPRIDE Total:	58.92
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	506-3833409	39854	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	3.10
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	3.11
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	6.20
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	5.58
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	13.02
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	25.42
ARAMARK UNIFORM SERV	506-3847917	39854	PW UNIFORMS	5.58
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	1.11
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	1.10
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	2.21
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	4.64
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	9.07
ARAMARK UNIFORM SERV	506-3862266	39854	PW UNIFORMS	1.99
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	3.10
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	3.11

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	6.20
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	5.58
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	13.02
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	25.42
ARAMARK UNIFORM SERV	506-3876769	39854	PW UNIFORMS	5.58
Vendor ARAMARK UNIFORM SERVICES INC Total:				168.24
Vendor: AT & T				
AT & T	6916238206	39855	INTERNET SERVICES	38.22
AT & T	6916238206	39855	INTERNET SERVICES	382.29
AT & T	6916238206	39855	INTERNET SERVICES	152.92
AT & T	6916238206	39855	INTERNET SERVICES	152.92
AT & T	6916238206	39855	INTERNET SERVICES	38.23
Vendor AT & T Total:				764.58
Vendor: AT&T CALNET 2				
AT&T CALNET 2	000006662720	39856	TELEPHONE SERVICE	4.31
AT&T CALNET 2	000006662720	39856	TELEPHONE SERVICE	43.14
AT&T CALNET 2	000006662720	39856	TELEPHONE SERVICE	17.26
AT&T CALNET 2	000006662720	39856	TELEPHONE SERVICE	17.26
AT&T CALNET 2	000006662720	39856	TELEPHONE SERVICE	4.32
AT&T CALNET 2	000006662721	39856	INTERNET SERVICES	19.37
AT&T CALNET 2	000006662721	39856	INTERNET SERVICES	193.75
AT&T CALNET 2	000006662721	39856	INTERNET SERVICES	77.50
AT&T CALNET 2	000006662721	39856	INTERNET SERVICES	77.50
AT&T CALNET 2	000006662721	39856	INTERNET SERVICES	19.38
AT&T CALNET 2	000006662724	39856	TELEPHONE SERVICE	0.87
AT&T CALNET 2	000006662724	39856	TELEPHONE SERVICE	8.66
AT&T CALNET 2	000006662724	39856	TELEPHONE SERVICE	3.46
AT&T CALNET 2	000006662724	39856	TELEPHONE SERVICE	3.46
AT&T CALNET 2	000006662724	39856	TELEPHONE SERVICE	0.87
AT&T CALNET 2	000006714659	39856	TELEPHONE SERVICE	6.74
AT&T CALNET 2	000006714659	39856	TELEPHONE SERVICE	67.42
AT&T CALNET 2	000006714659	39856	TELEPHONE SERVICE	26.97
AT&T CALNET 2	000006714659	39856	TELEPHONE SERVICE	26.97
AT&T CALNET 2	000006714659	39856	TELEPHONE SERVICE	6.74
AT&T CALNET 2	000006716343	39856	TELEPHONE SERVICE	11.56
AT&T CALNET 2	000006716343	39856	TELEPHONE SERVICE	115.58
AT&T CALNET 2	000006716343	39856	TELEPHONE SERVICE	46.23
AT&T CALNET 2	000006716343	39856	TELEPHONE SERVICE	46.23
AT&T CALNET 2	000006716343	39856	TELEPHONE SERVICE	11.56
AT&T CALNET 2	000006716519	39856	TELEPHONE SERVICE	0.87
AT&T CALNET 2	000006716519	39856	TELEPHONE SERVICE	8.66
AT&T CALNET 2	000006716519	39856	TELEPHONE SERVICE	3.47
AT&T CALNET 2	000006716519	39856	TELEPHONE SERVICE	3.47
AT&T CALNET 2	000006716519	39856	TELEPHONE SERVICE	0.86
AT&T CALNET 2	000006716712	39856	TELEPHONE SERVICE	0.76
AT&T CALNET 2	000006716712	39856	TELEPHONE SERVICE	7.60
AT&T CALNET 2	000006716712	39856	TELEPHONE SERVICE	3.04
AT&T CALNET 2	000006716712	39856	TELEPHONE SERVICE	3.04
AT&T CALNET 2	000006716712	39856	TELEPHONE SERVICE	0.75
AT&T CALNET 2	000006716820	39856	TELEPHONE SERVICE	9.14
AT&T CALNET 2	000006716820	39856	TELEPHONE SERVICE	91.36
AT&T CALNET 2	000006716820	39856	TELEPHONE SERVICE	36.55
AT&T CALNET 2	000006716820	39856	TELEPHONE SERVICE	36.55

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
AT&T CALNET 2	000006716820	39856	TELEPHONE SERVICE	9.13
AT&T CALNET 2	000006716821	39856	TELEPHONE SERVICE	28.59
AT&T CALNET 2	000006716821	39856	TELEPHONE SERVICE	285.93
AT&T CALNET 2	000006716821	39856	TELEPHONE SERVICE	114.37
AT&T CALNET 2	000006716821	39856	TELEPHONE SERVICE	114.37
AT&T CALNET 2	000006716821	39856	TELEPHONE SERVICE	28.60
AT&T CALNET 2	000006716822	39856	TELEPHONE SERVICE	2.47
AT&T CALNET 2	000006716822	39856	TELEPHONE SERVICE	24.66
AT&T CALNET 2	000006716822	39856	TELEPHONE SERVICE	9.86
AT&T CALNET 2	000006716822	39856	TELEPHONE SERVICE	9.86
AT&T CALNET 2	000006716822	39856	TELEPHONE SERVICE	2.47
AT&T CALNET 2	000006716825	39856	TELEPHONE SERVICE	11.95
AT&T CALNET 2	000006716825	39856	TELEPHONE SERVICE	119.48
AT&T CALNET 2	000006716825	39856	TELEPHONE SERVICE	47.79
AT&T CALNET 2	000006716825	39856	TELEPHONE SERVICE	47.79
AT&T CALNET 2	000006716825	39856	TELEPHONE SERVICE	11.96
Vendor AT&T CALNET 2 Total:				1,932.51
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REP	15660	39857	EQUIP REPAIR	141.53
BAKER SUPPLIES AND REP	15719	39857	EQUIP/VEHICLE REPAIR	340.26
BAKER SUPPLIES AND REP	15782	39857	BAR/ CHAIN OIL	16.20
BAKER SUPPLIES AND REP	15981	39857	MOWER SUPPLIES	46.33
Vendor BAKER SUPPLIES AND REPAIRS Total:				544.32
Vendor: BEST BEST & KRIEGER				
BEST BEST & KRIEGER	744910	39858	ATTORNEY SERVICES	79.50
BEST BEST & KRIEGER	749911	39858	ATTORNEY SERVICES	4,159.19
Vendor BEST BEST & KRIEGER Total:				4,238.69
Vendor: BIANCA ZENDEJAS				
BIANCA ZENDEJAS	08312015 TRNG BZ	39859	TRAINING PER DIEM BZ 08	40.00
Vendor BIANCA ZENDEJAS Total:				40.00
Vendor: BLUELINE RENTAL LLC				
BLUELINE RENTAL LLC	22202700001	39860	TRAILER	3,947.47
Vendor BLUELINE RENTAL LLC Total:				3,947.47
Vendor: BOUNCIN BINS				
BOUNCIN BINS	23896	39833	Y-LEAD ROCK CLIMBING W	1,000.00
BOUNCIN BINS	23968	39833	SETUP DELIVER 5 IN 1 SPO	440.00
Vendor BOUNCIN BINS Total:				1,440.00
Vendor: BURTON'S FIRE INC				
BURTON'S FIRE INC	W 75146	39861	FIRE DEPARTMENT	2,353.85
Vendor BURTON'S FIRE INC Total:				2,353.85
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBU	PR- 6/13/15	39862	PAYROLL DEDUCTIONS	242.30
CALIFORNIA STATE DISBU	PR- 6/27/15	39862	PAYROLL DEDUCTIONS	242.30
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				484.60
Vendor: CANON FINANCIAL SERVICES (FORMALLY OCE)				
CANON FINANCIAL SERVIC	15029986	39863	COPIER LEASE	37.82
CANON FINANCIAL SERVIC	15029986	39863	COPIER LEASE	70.92
CANON FINANCIAL SERVIC	15029986	39863	COPIER LEASE	9.46
CANON FINANCIAL SERVIC	15029986	39863	COPIER LEASE	118.20
CANON FINANCIAL SERVIC	15029986	39863	COPIER LEASE	118.20
CANON FINANCIAL SERVIC	15029986	39863	COPIER LEASE	118.18
Vendor CANON FINANCIAL SERVICES (FORMALLY OCE) Total:				472.78

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: CANON SOLUTIONS AMERICA				
CANON SOLUTIONS AMER	4016267789	39864	COPIER DEC 2012	14.74
CANON SOLUTIONS AMER	4016267789	39864	COPIER DEC 2012	100.27
CANON SOLUTIONS AMER	4016267789	39864	COPIER DEC 2012	100.26
CANON SOLUTIONS AMER	4016267789	39864	COPIER DEC 2012	79.62
Vendor CANON SOLUTIONS AMERICA Total:				294.89
Vendor: CENTRAL CALIF IRRIGATION DIST				
CENTRAL CALIF IRRIGATIO	J 15-139	39865	WEED ABATEMENT / MO	1,860.00
Vendor CENTRAL CALIF IRRIGATION DIST Total:				1,860.00
Vendor: CENTRAL SANITARY SUPPLY				
CENTRAL SANITARY SUPPL	617671	39866	VACUUM BELT	6.84
CENTRAL SANITARY SUPPL	619356	39866	JANITORIAL SUPPLIES	444.65
CENTRAL SANITARY SUPPL	619362	39866	JANITORIAL SUPPLIES/ PO	103.67
Vendor CENTRAL SANITARY SUPPLY Total:				555.16
Vendor: CHANDRA BRACE				
CHANDRA BRACE	06222015 MG PAGEANT	39834	REIMBURSEMENT MISS G	431.85
CHANDRA BRACE	06152015 MISS GUSTINE	39843	MISS GUSTINE SASHES & T	357.88
CHANDRA BRACE	06302015	39867	MISS GUSTINE SUPPLIES	221.10
Vendor CHANDRA BRACE Total:				1,010.83
Vendor: CHARLIE KOTHENBEUTEL				
CHARLIE KOTHENBEUTEL	MAKE DIFF DAY 06/16/15	39835	SUPPLIES MAKE A DIFFERE	500.00
Vendor CHARLIE KOTHENBEUTEL Total:				500.00
Vendor: CHERYL OLIVEIRA				
CHERYL OLIVEIRA	07072015 PERMIT	39868	FARMER'S MARKET PERMI	25.00
Vendor CHERYL OLIVEIRA Total:				25.00
Vendor: CITY & COUNTY OF SAN FRANCISCO (CCSF)				
CITY & COUNTY OF SAN FR	07272015 TRNG JH	39869	REGISTRATION JULY 27 20	250.00
Vendor CITY & COUNTY OF SAN FRANCISCO (CCSF) Total:				250.00
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	JULY WATER BORRELLI	39870	JULY WATER BILL BORRELL	1,098.22
Vendor CITY OF GUSTINE Total:				1,098.22
Vendor: CITY OF NEWMAN				
CITY OF NEWMAN	0001882	39871	LIVESCAN PD	114.00
CITY OF NEWMAN	0001887	39871	LIVESCAN	57.00
CITY OF NEWMAN	0001887	39871	LIVESCAN	150.00
CITY OF NEWMAN	0001887	39871	LIVESCAN	265.00
Vendor CITY OF NEWMAN Total:				586.00
Vendor: COOK'S COMMUNICATIONS				
COOK'S COMMUNICATIO	124378	39872	CHARGER -FD	53.20
Vendor COOK'S COMMUNICATIONS Total:				53.20
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	7099	39873	PERMITS	1,041.00
Vendor CSG CONSULTING - PRECISION Total:				1,041.00
Vendor: DEPOT GARAGE INC				
DEPOT GARAGE INC	0000210	39874	MOTOR VEHICLE -PD	55.59
DEPOT GARAGE INC	0000307	39874	SMOG MOTOR VEHICLE -	37.00
DEPOT GARAGE INC	0000314	39874	MOTOR VEHICLE - PD	37.00
Vendor DEPOT GARAGE INC Total:				129.59
Vendor: DOUG DUNFORD				
DOUG DUNFORD	06302015	39875	PD SUPPLY	21.51
Vendor DOUG DUNFORD Total:				21.51

Warrant List

Post Dates: 06/17/2015 - 07/07/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: E & M ELECTRIC CO.				
E & M ELECTRIC CO.	77665	39876	STREET LIGHT REPAIR	85.85
Vendor E & M ELECTRIC CO. Total:				85.85
Vendor: EASTERN SYSTEMS				
EASTERN SYSTEMS	00154643	39877	LASER CHECKS	13.80
EASTERN SYSTEMS	00154643	39877	LASER CHECKS	3.45
EASTERN SYSTEMS	00154643	39877	LASER CHECKS	51.76
EASTERN SYSTEMS	00154643	39877	LASER CHECKS	51.76
EASTERN SYSTEMS	00154643	39877	LASER CHECKS	51.75
Vendor EASTERN SYSTEMS Total:				172.52
Vendor: EFTPS				
EFTPS	PR- 6/13/15	1741	PAYROLL TAXES	6,990.04
EFTPS	PR- 06/13/15	1742	PAYROLL TAXES	1,634.76
EFTPS	PR- 06/13/2015	1743	PAYROLL TAXES	6,012.64
EFTPS	PR- 6/27/15	1754	PAYROLL TAXES	7,980.58
EFTPS	PR- 06/27/2015	1755	PAYROLL TAXES	6,760.77
EFTPS	PR- 06/27/15	1756	PAYROLL TAXES	1,866.44
Vendor EFTPS Total:				31,245.23
Vendor: ELEGANT EVENTS 2000				
ELEGANT EVENTS 2000	06272015 MISS GUSTINE	39844	MISS GUSTINE DINNER	402.50
Vendor ELEGANT EVENTS 2000 Total:				402.50
Vendor: EMPLOYMENT DEVELOPMENT DEPT				
EMPLOYMENT DEVELOPM	PR- 6/13/15	1744	PAYROLL TAXES	1,820.63
EMPLOYMENT DEVELOPM	PR- 06/13/15	1745	PAYROLL TAXES	417.43
EMPLOYMENT DEVELOPM	PR- 06/27/15	1752	PAYROLL TAXES	1,887.84
EMPLOYMENT DEVELOPM	PR- 6/27/15	1753	PAYROLL TAXES	478.67
Vendor EMPLOYMENT DEVELOPMENT DEPT Total:				4,604.57
Vendor: FERGUSON ENTERPRISES INC				
FERGUSON ENTERPRISES I	1092238	39878	WATER SYSTEM REPAIR P	984.13
Vendor FERGUSON ENTERPRISES INC Total:				984.13
Vendor: FERRELLGAS, LP				
FERRELLGAS, LP	7224	39879	WEED BURNING FUEL WW	150.77
Vendor FERRELLGAS, LP Total:				150.77
Vendor: FRANK RIVAS				
FRANK RIVAS	JULY 2015 2 OF 2	39880	SOFTBALL PAYMENT 2 OF	200.00
Vendor FRANK RIVAS Total:				200.00
Vendor: G&K SERVICES				
G&K SERVICES	1057133659	39881	PW UNIFORMS	2.57
G&K SERVICES	1057133659	39881	PW UNIFORMS	2.56
G&K SERVICES	1057133659	39881	PW UNIFORMS	5.14
G&K SERVICES	1057133659	39881	PW UNIFORMS	4.63
G&K SERVICES	1057133659	39881	PW UNIFORMS	10.80
G&K SERVICES	1057133659	39881	PW UNIFORMS	21.08
G&K SERVICES	1057133659	39881	PW UNIFORMS	4.63
G&K SERVICES	1057136236	39881	PW UNIFORMS	2.57
G&K SERVICES	1057136236	39881	PW UNIFORMS	2.56
G&K SERVICES	1057136236	39881	PW UNIFORMS	5.14
G&K SERVICES	1057136236	39881	PW UNIFORMS	4.63
G&K SERVICES	1057136236	39881	PW UNIFORMS	10.80
G&K SERVICES	1057136236	39881	PW UNIFORMS	21.08
G&K SERVICES	1057136236	39881	PW UNIFORMS	4.63
Vendor G&K SERVICES Total:				102.82

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: GILTON SOLID WASTE MANAGEMENT INC				
GILTON SOLID WASTE MA	JUNE 2015 REFUSE SVC	39882	REFUSE SERVICE	32,580.28
Vendor GILTON SOLID WASTE MANAGEMENT INC Total:				32,580.28
Vendor: GOUVEIA ENGINEERING INC				
GOUVEIA ENGINEERING I	4263	39883	PLANNING	210.00
GOUVEIA ENGINEERING I	4264	39883	CONSTRUCT ROUNDABOU	42.50
GOUVEIA ENGINEERING I	4265	39883	DESIGN HWY 33/140 BIKE	1,823.06
GOUVEIA ENGINEERING I	4266	39883	HSIP MEDIAN DESIGN	3,252.50
GOUVEIA ENGINEERING I	4267	39883	SCHMIDT PARK CLASS 1 T	282.50
GOUVEIA ENGINEERING I	4268	39883	AIRPORT	315.00
GOUVEIA ENGINEERING I	4269	39883	LLD CITYWIDE	42.50
GOUVEIA ENGINEERING I	4270	39883	ATP APPLICATIONS	4,830.00
Vendor GOUVEIA ENGINEERING INC Total:				10,798.06
Vendor: GROVER LANDSCAPE SERVICES INC				
GROVER LANDSCAPE SERV	0234778	39884	EMERGENCY TREE REMOV	1,680.00
Vendor GROVER LANDSCAPE SERVICES INC Total:				1,680.00
Vendor: HIGHLAND PRODUCTS GROUP, LLC				
HIGHLAND PRODUCTS GR	SO-121464	39885	BENCHES FOR POOL	1,299.00
Vendor HIGHLAND PRODUCTS GROUP, LLC Total:				1,299.00
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	347558	39886	WW ANALYSIS	343.00
IEH-JL ANALYTICAL	348421	39886	WW ANALYSIS	358.00
IEH-JL ANALYTICAL	349251	39886	WW ANALYSIS	72.00
Vendor IEH-JL ANALYTICAL Total:				773.00
Vendor: INDUSTRIAL AUTOMATION GROUP				
INDUSTRIAL AUTOMATIO	5012630	39887	BORELLI SOFTWARE RESET	150.00
Vendor INDUSTRIAL AUTOMATION GROUP Total:				150.00
Vendor: IRRIGATION DESIGN & CONSTRUCTION				
IRRIGATION DESIGN & CO	0140198-IN	39888	POOL REPAIR	19.53
Vendor IRRIGATION DESIGN & CONSTRUCTION Total:				19.53
Vendor: JESSICA O'MALLEY				
JESSICA O'MALLEY	MISS GUSTINE O'MALLEY	39889	STIPENDS OFFSET COSTS	250.00
Vendor JESSICA O'MALLEY Total:				250.00
Vendor: JIM HAMERA				
JIM HAMERA	07272015 PER DIEM JH	39890	PER DIEM TRNG 07272015	266.30
Vendor JIM HAMERA Total:				266.30
Vendor: JOCELYN ROLAND, PHD				
JOCELYN ROLAND, PHD	11606	39891	PRE-EMPLOYMENT SCREE	425.00
Vendor JOCELYN ROLAND, PHD Total:				425.00
Vendor: LAW & ASSOCIATES INVESTIGATIONS				
LAW & ASSOCIATES INVES	1154	39892	BACKGROUND PD	1,000.00
LAW & ASSOCIATES INVES	1165	39892	BACKGROUND INVESTIGA	500.00
Vendor LAW & ASSOCIATES INVESTIGATIONS Total:				1,500.00
Vendor: LESLIE REYNOSO				
LESLIE REYNOSO	MISS GUSTINE REYNOSO	39893	STIPENDS OFFSET COSTS	250.00
Vendor LESLIE REYNOSO Total:				250.00
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS IN	63985	39894	DINNER TICKETS PRINTED	102.24
Vendor MATTOS NEWSPAPERS INC Total:				102.24
Vendor: MERCED COUNTY ENV. HEALTH				
MERCED COUNTY ENV. HE	GUSTINE PERMIT	39836	PERMIT INDEP DAY IN PAR	452.00
Vendor MERCED COUNTY ENV. HEALTH Total:				452.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: MERCED UNIFORM				
MERCED UNIFORM	45528	39895	UNIFORMS	122.04
Vendor MERCED UNIFORM Total:				122.04
Vendor: MODESTO POLICE DEPARTMENT				
MODESTO POLICE DEPART	08312015 TRNG BZ MOD	39896	TRAINING COURSE 083120	50.00
Vendor MODESTO POLICE DEPARTMENT Total:				50.00
Vendor: NATIONAL BAND AND TAG CO				
NATIONAL BAND AND TA	401264	39897	PD SUPPLIES	192.08
Vendor NATIONAL BAND AND TAG CO Total:				192.08
Vendor: NATIONAL METER & AUTOMATION				
NATIONAL METER & AUT	S1061670.001	39898	RADIO READ METERS	8,517.97
Vendor NATIONAL METER & AUTOMATION Total:				8,517.97
Vendor: NORMAC				
NORMAC	647185	39899	IRRIGATION REPAIR PARTS	500.89
NORMAC	651759	39899	IRRIGATION PARTS/ BORE	329.33
Vendor NORMAC Total:				830.22
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS L	JUNE2015- CLERKS	39900	PAYROLL DEDUCTIONS	88.00
OPERATING ENGINEERS L	JUNE2015- PWD	39900	PAYROLL DEDUCTIONS	188.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				276.00
Vendor: P G & E				
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	2,282.59
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	171.02
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	65.88
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	448.05
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	39.70
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	69.20
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	600.07
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	28.04
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	1,916.77
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	6,035.67
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	549.46
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	10,708.71
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	18,263.10
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	531.29
P G & E	2241363744-2	39837	GAS AND ELECTRIC JAN 20	145.94
P G & E	6064105887-4	39837	GAS AND ELECTRIC JAN 20	131.53
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	2,710.76
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	175.46
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	73.63
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	800.01
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	39.78
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	94.76
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	1,241.95
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	30.39
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	2,478.33
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	6,164.87
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	299.01
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	13,872.98
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	20,816.60
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	650.17
P G & E	2241363744-20	39901	GAS AND ELECTRIC JAN 20	174.54
Vendor P G & E Total:				91,610.26

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: PIONEER DRUG				
PIONEER DRUG	3101	39902	WW PLANT SUPPLIES	30.12
PIONEER DRUG	7254	39902	OFFICE SUPPLIES	6.33
Vendor PIONEER DRUG Total:				36.45
Vendor: PITNEY BOWES				
PITNEY BOWES	1654633-JN15	39903	POSTAGE MACHINE	36.07
PITNEY BOWES	1654633-JN15	39903	POSTAGE MACHINE	9.02
PITNEY BOWES	1654633-JN15	39903	POSTAGE MACHINE	135.26
PITNEY BOWES	1654633-JN15	39903	POSTAGE MACHINE	135.26
PITNEY BOWES	1654633-JN15	39903	POSTAGE MACHINE	135.26
Vendor PITNEY BOWES Total:				450.87
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR- 6/13/15	39904	PAYROLL DEDUCTIONS	540.00
POLICE OFFICERS ASSOC	PR- 6/27/15	39904	PAYROLL DEDUCTIONS	540.00
Vendor POLICE OFFICERS ASSOC Total:				1,080.00
Vendor: PREMIER ACCESS INSURANCE COMPANY				
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	25.32
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	30.19
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	16.21
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	1,406.38
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	194.75
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	35.49
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	16.21
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	16.83
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	9.74
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	106.76
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	18.13
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	19.48
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	106.00
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	60.22
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	18.50
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	8.76
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	12.96
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	185.01
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	58.43
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	1.51
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	354.72
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	116.85
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	58.43
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	1.51
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	250.75
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	19.45
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	3.01
PREMIER ACCESS INSURA	JULY 2015	39838	DENTAL INSURANCE	6.47
Vendor PREMIER ACCESS INSURANCE COMPANY Total:				3,158.07
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT	PR6/13/15EENEWSAFETY	1746	RETIREMENT CONTRIBUTI	554.99
PUBLIC EMP RETIREMENT	PR6/13/15ERCLASSICSAFE	1747	RETIREMENT CONTRIBUTI	5,625.15
PUBLIC EMP RETIREMENT	PR6/13/15EECLASSICSAFE	1748	RETIREMENT CONTRIBUTI	1,460.89
PUBLIC EMP RETIREMENT	PR6/13/15ERNEWSAFETY	1749	RETIREMENT CONTRIBUTI	555.06
PUBLIC EMP RETIREMENT	PR6/13/15EECLASSICMISC	1750	RETIREMENT CONTRIBUTI	2,088.60
PUBLIC EMP RETIREMENT	PR6/13/15ERCLASSICMISC	1751	RETIREMENT CONTRIBUTI	4,089.70
PUBLIC EMP RETIREMENT	PR5/30/15EECLASSICMISC	1757	RETIREMENT CONTRIBUTI	2,080.01

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PUBLIC EMP RETIREMENT	PR5/30/15ERCLASSICMISC	1758	RETIREMENT CONTRIBUTI	4,073.48
PUBLIC EMP RETIREMENT	PR5/30/15EECLASSICSAFE	1759	RETIREMENT CONTRIBUTI	1,480.83
PUBLIC EMP RETIREMENT	PR05/30/15ERCLASSICSAF	1760	RETIREMENT CONTRIBUTI	5,700.04
PUBLIC EMP RETIREMENT	PR5/30/15EENEWSAFETY	1761	RETIREMENT CONTRIBUTI	576.47
PUBLIC EMP RETIREMENT	PR5/30/15ERNEWSAFETY	1762	RETIREMENT CONTRIBUTI	576.54
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				28,861.76
Vendor: PYRO SPECTACULARS, INC				
PYRO SPECTACULARS, INC	52647	39905	FIREWORKS PAYMENT 2 O	10,000.00
Vendor PYRO SPECTACULARS, INC Total:				10,000.00
Vendor: QUALIFICATION TARGETS INC				
QUALIFICATION TARGETS I	21501882	39906	QUALIFICATION TARGET-P	137.29
Vendor QUALIFICATION TARGETS INC Total:				137.29
Vendor: QUICK PC SUPPORT				
QUICK PC SUPPORT	10003	39907	YEARLY SERVICE	1,750.00
QUICK PC SUPPORT	10036	39907	QUICK PC	1,155.00
QUICK PC SUPPORT	10037	39907	MONTHLY PC SUPPORT P	145.00
QUICK PC SUPPORT	10038	39907	PD TECH SUPPORT	945.00
QUICK PC SUPPORT	9999	39907	QUICK PC	224.00
Vendor QUICK PC SUPPORT Total:				4,219.00
Vendor: RALEY'S-IN STORE CHARGE				
RALEY'S-IN STORE CHARG	304853STR	39908	MEETINGS / TRAVEL COU	4.19
RALEY'S-IN STORE CHARG	305101STR	39908	BORRELLI RECEPTION	38.88
RALEY'S-IN STORE CHARG	305701STR	39908	CITY COUNCIL MTG SUPPL	4.19
Vendor RALEY'S-IN STORE CHARGE Total:				47.26
Vendor: RICH FORD				
RICH FORD	07022015 MISS GUSTINE	39909	MISS GUSTINE DINNER REI	711.67
Vendor RICH FORD Total:				711.67
Vendor: RICO PFITZER PIRES & ASSOC				
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	6.07
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	3.37
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	10.45
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	10.12
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	236.01
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	33.71
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	14.50
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	30.35
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	1.69
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	6.74
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	26.13
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	33.72
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	0.67
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	2.53
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	3.03
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	5.39
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	10.11
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	11.80
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	20.23
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	91.37
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	8.43

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	10.11
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	20.23
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	92.71
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	1.66
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	6.74
RICO PFITZER PIRES & ASS	233	39839	HEALTH INSURANCE ADMI	3.37
Vendor RICO PFITZER PIRES & ASSOC Total:				708.00
Vendor: ROBERT HALF INTERNATIONAL				
ROBERT HALF INTERNATIO	43159990	39910	PT HRLY HELP	17.06
ROBERT HALF INTERNATIO	43159990	39910	PT HRLY HELP	3.41
ROBERT HALF INTERNATIO	43159990	39910	PT HRLY HELP	116.00
ROBERT HALF INTERNATIO	43159990	39910	PT HRLY HELP	116.00
ROBERT HALF INTERNATIO	43159990	39910	PT HRLY HELP	88.71
ROBERT HALF INTERNATIO	43227733	39910	PT HRLY HELP	21.60
ROBERT HALF INTERNATIO	43227733	39910	PT HRLY HELP	4.32
ROBERT HALF INTERNATIO	43227733	39910	PT HRLY HELP	146.90
ROBERT HALF INTERNATIO	43227733	39910	PT HRLY HELP	146.90
ROBERT HALF INTERNATIO	43227733	39910	PT HRLY HELP	112.34
ROBERT HALF INTERNATIO	43261506	39910	PT HRLY HELP	22.71
ROBERT HALF INTERNATIO	43261506	39910	PT HRLY HELP	4.55
ROBERT HALF INTERNATIO	43261506	39910	PT HRLY HELP	154.41
ROBERT HALF INTERNATIO	43261506	39910	PT HRLY HELP	154.41
ROBERT HALF INTERNATIO	43261506	39910	PT HRLY HELP	118.08
Vendor ROBERT HALF INTERNATIONAL Total:				1,227.40
Vendor: R-SAFE SPECIALTY				
R-SAFE SPECIALTY	00025260	39911	SAFETY SUPPLIES	318.57
Vendor R-SAFE SPECIALTY Total:				318.57
Vendor: S & N AIROFLO, INC				
S & N AIROFLO, INC	16142	39912	WW PARTS	158.54
Vendor S & N AIROFLO, INC Total:				158.54
Vendor: SABRINA WEIGHTMAN				
SABRINA WEIGHTMAN	06112015	39913	MILAGE REIMBURSEMENT	86.16
Vendor SABRINA WEIGHTMAN Total:				86.16
Vendor: SAFE T LITE				
SAFE T LITE	307563	39914	SIGNS	357.98
SAFE T LITE	307563	39914	SIGNS	244.54
SAFE T LITE	311093	39914	NO TRUCK PARKING SIGNS	193.18
SAFE T LITE	311095	39914	RAIN GEAR	66.74
SAFE T LITE	CM313393	39914	AIRPORT FUEL SIGNS	-244.54
Vendor SAFE T LITE Total:				617.90
Vendor: SAN JOAQUIN VALLEY INSURANCE AUTHORITY				
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	154.74
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	171.77
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	202.02
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	108.15
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	9,490.76
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	1,303.36
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	225.87
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	130.34
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	42.98
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	111.76
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	108.15
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	719.90

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	42.98
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	120.36
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	42.98
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	130.34
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	730.31
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	430.06
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	17.19
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	125.38
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	58.65
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	109.46
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	257.90
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	1,284.94
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	391.01
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	2,532.22
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	214.92
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	805.39
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	391.01
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	1,844.05
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	42.98
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	130.34
SAN JOAQUIN VALLEY INS	JULY 2015	39840	HEALTH INSURANCE	65.17
Vendor SAN JOAQUIN VALLEY INSURANCE AUTHORITY Total:				22,537.44
Vendor: SHERYL GOMES				
SHERYL GOMES	2015-SESSIONA	39915	WATER AEROBICS INSTRU	420.00
Vendor SHERYL GOMES Total:				420.00
Vendor: SHRED-IT				
SHRED-IT	9406145711	39916	SHRED SERVICES	4.75
SHRED-IT	9406145711	39916	SHRED SERVICES	47.49
SHRED-IT	9406145711	39916	SHRED SERVICES	19.00
SHRED-IT	9406145711	39916	SHRED SERVICES	18.99
SHRED-IT	9406145711	39916	SHRED SERVICES	4.75
Vendor SHRED-IT Total:				94.98
Vendor: SOPHIA GAUSE TUJILLO				
SOPHIA GAUSE TUJILLO	DJ SERVICES JULY 2015	39917	DJ MISS GUSTINE & IND D	100.00
SOPHIA GAUSE TUJILLO	DJ SERVICES JULY 2015	39917	DJ MISS GUSTINE & IND D	400.00
Vendor SOPHIA GAUSE TUJILLO Total:				500.00
Vendor: STEWART & JASPER				
STEWART & JASPER	06242015 MISS GUSTINE	39845	MISS GUSTINE PAGEANT D	563.09
Vendor STEWART & JASPER Total:				563.09
Vendor: SUSAN HAYNES				
SUSAN HAYNES	MISS GUSTINE HAYNES	39918	STIPENDS OFFSET COSTS	250.00
Vendor SUSAN HAYNES Total:				250.00
Vendor: TENNEY A. NORQUIST				
TENNEY A. NORQUIST	16652	39919	WW A/C REPAIR	681.62
Vendor TENNEY A. NORQUIST Total:				681.62
Vendor: TERMINIX INTERNATIONAL				
TERMINIX INTERNATIONA	344222558	39920	PEST CONTROL GOMAN	60.00
Vendor TERMINIX INTERNATIONAL Total:				60.00
Vendor: TERRI HEIBERGER				
TERRI HEIBERGER	POOL	39921	SWIM DIAPERS	32.26
Vendor TERRI HEIBERGER Total:				32.26
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	70.11

Warrant List

Post Dates: 06/17/2015 - 07/07/2015

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	23.99
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	651.51
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	73.30
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	23.99
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	178.45
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	38.24
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	186.73
TESEI PETROLEUM	33805	39922	FUEL FD/PD/PW VEHICLE	187.37
Vendor TESEI PETROLEUM Total:				1,433.69
Vendor: THE OFFICE CITY				
THE OFFICE CITY	1284004	39923	SUPPLIES -PD	6.09
THE OFFICE CITY	1284090	39923	OFFICE SUPPLIES	10.14
THE OFFICE CITY	1288041	39923	MEMO BOOK PD	33.03
Vendor THE OFFICE CITY Total:				49.26
Vendor: TITAN FENCE				
TITAN FENCE	06292015 DEPOSIT	39924	RECYCLE CENTER FENCE 1	2,462.65
Vendor TITAN FENCE Total:				2,462.65
Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES				
TRI COUNTIES BANK CARD	051315 DD GRAFFITI	39841	GRAFFITI ABATEMENT	99.00
TRI COUNTIES BANK CARD	060315 GOMAN	39841	GOMAN CENTER FANS	256.15
TRI COUNTIES BANK CARD	060315 KR AIRPORT	39841	AIRPORT MACHINE CHECK	0.98
TRI COUNTIES BANK CARD	060315 SS ONLINE	39841	CREDIT CARD SS - I.T.	3.00
TRI COUNTIES BANK CARD	060315 SS ONLINE	39841	CREDIT CARD SS - I.T.	20.40
TRI COUNTIES BANK CARD	060315 SS ONLINE	39841	CREDIT CARD SS - I.T.	16.20
TRI COUNTIES BANK CARD	060315 SS ONLINE	39841	CREDIT CARD SS - I.T.	20.40
TRI COUNTIES BANK CARD	060315 SS TROPHY PB	39841	SERVICE PAT BORRELLI	71.03
Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:				487.16
Vendor: TRUE BLUE VETERINARY HOSPITAL				
TRUE BLUE VETERINARY H	105289	39925	GAP PROGRAM	180.00
Vendor TRUE BLUE VETERINARY HOSPITAL Total:				180.00
Vendor: U S POST OFFICE				
U S POST OFFICE	BOX 16	39842	POSTAGE MACHINE	24.80
U S POST OFFICE	BOX 16	39842	POSTAGE MACHINE	6.20
U S POST OFFICE	BOX 16	39842	POSTAGE MACHINE	93.00
U S POST OFFICE	BOX 16	39842	POSTAGE MACHINE	93.00
U S POST OFFICE	BOX 16	39842	POSTAGE MACHINE	93.00
Vendor U S POST OFFICE Total:				310.00
Vendor: UNIVERSAL SYSTEMS AUTOMATION LLC				
UNIVERSAL SYSTEMS AUT	1407	39926	WELL 6 REPAIR	797.20
Vendor UNIVERSAL SYSTEMS AUTOMATION LLC Total:				797.20
Vendor: VALLEY PARTS SERVICE				
VALLEY PARTS SERVICE	247667	39927	PUMP WW PLANT EQUIP	49.37
Vendor VALLEY PARTS SERVICE Total:				49.37
Vendor: VANESSA GORSHE				
VANESSA GORSHE	MISS GUSTINE GORSHE	39928	STIPENDS OFFSET COSTS	250.00
Vendor VANESSA GORSHE Total:				250.00
Vendor: VISION SERVICE PLAN-(CA)				
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	6.61
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	7.89
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	4.15
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	390.07
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	50.88
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	6.41

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	11.78
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	4.17
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	2.54
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	31.85
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	4.49
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	29.14
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	1.60
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	20.65
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	4.83
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	2.29
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	4.20
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	48.34
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	15.26
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	8.02
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	103.89
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	30.53
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	15.26
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	8.02
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	75.28
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	5.09
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	2.54
VISION SERVICE PLAN-(CA)	JULY 2015	39846	VISION INSURANCE	6.41
Vendor VISION SERVICE PLAN-(CA) Total:				913.97
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUP	PR- 6/13/15	39929	PAYROLL DEDUCTION	142.71
WASHINGTON STATE SUP	PR- 6/27/15	39929	PAYROLL DEDUCTION	142.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				285.42
Vendor: WESTSIDE 4H				
WESTSIDE 4H	REIMB FOOD BOOTH	39930	REIMB FOOD BOOTH	25.00
Vendor WESTSIDE 4H Total:				25.00
Vendor: WESTSIDE ANIMAL HOSPITAL				
WESTSIDE ANIMAL HOSPI	47729	39931	GAP PROGRAM	60.00
WESTSIDE ANIMAL HOSPI	48351	39931	GAP PROGRAM	40.00
Vendor WESTSIDE ANIMAL HOSPITAL Total:				100.00
Vendor: WESTSIDE LANDSCAPE & CONCRETE				
WESTSIDE LANDSCAPE &	8369	39932	CONCRETE REPAIR	775.00
Vendor WESTSIDE LANDSCAPE & CONCRETE Total:				775.00
Vendor: WESTSIDE WELDING & RADIATOR				
WESTSIDE WELDING & RA	9368	39933	SERVING TABLE REPLACED	100.00
WESTSIDE WELDING & RA	9368	39933	SERVING TABLE REPLACED	995.90
Vendor WESTSIDE WELDING & RADIATOR Total:				1,095.90
Vendor: WOLFSEN'S MEAT & SAUSAGE				
WOLFSEN'S MEAT & SAUS	0001456	39934	MISS GUSTINE DINNER	1,957.85
Vendor WOLFSEN'S MEAT & SAUSAGE Total:				1,957.85
Grand Total:				305,178.28

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	46,555.97
002 - UTILITY TAX FUND	1,650.00
009 - COMMUNITY CENTER FUND	2,488.38
016 - SWIM POOL FUND	6,711.99
017 - CITY WIDE LIGHTING & LAND	14,039.23
019 - RECREATION FUND	2,255.82
020 - SURFACE TRANS SERV FUND	5,400.56
021 - ST/SIDEWALK MAINT	4,130.06
024 - COPS GRANT	544.65
035 - PUBLIC FACILITIES FUND	3,947.47
047 - FIREWORKS	15,942.62
059 - STORM DRAIN	2,274.25
060 - WATER FUND	34,379.11
061 - SEWER FUND	47,248.91
062 - REFUSE	36,003.89
063 - AIRPORT FUND	1,790.67
066 - WATER CAPITAL	8,517.97
074 - ASSESS - BORRELLI	1,898.03
095 - INDEPENDENCE DAY IN PARK	1,317.00
099 - PAYROLL TRUST FUND	68,081.70
Grand Total:	305,178.28

Account Summary

Account Number	Account Name	Payment Amount
001-0000-200.085	SPAY/NEUTER DONATIO	280.00
001-0110-530.089-00	COMMUNITY PROMOTI	75.22
001-0110-530.091-00	MEETINGS & TRAINING	43.07
001-0120-510.020-00	GROUP HEALTH INSURA	160.81
001-0140-510.020-00	GROUP HEALTH INSURA	207.07
001-0140-520.000-00	OFFICE SUPPLIES	13.80
001-0140-530.011-00	TELEPHONE & INTERNET	134.85
001-0140-530.014-00	POSTAGE	60.87
001-0140-530.201-00	OTHER CONTRACT SERVI	60.31
001-0141-530.009-00	OTHER PROFESSIONAL S	4,238.69
001-0142-510.020-00	GROUP HEALTH INSURA	250.55
001-0150-500.010-00	SALARIES - PART TIME E	61.37
001-0150-510.020-00	GROUP HEALTH INSURA	138.63
001-0150-520.011-00	UNIFORM ALLOWANCE	13.56
001-0150-520.040-00	FUEL	70.11
001-0150-530.060-00	ELECTRIC	4,993.35
001-0150-530.062-00	GAS	346.48
001-0150-530.201-00	OTHER CONTRACT SERVI	60.00
001-0210-510.020-00	GROUP HEALTH INSURA	11,523.22
001-0210-520.000-00	OFFICE SUPPLIES	55.59
001-0210-520.010-00	DEPT OPERATING SUPPL	258.80
001-0210-520.030-00	MOTOR VEHICLE EXPEN	129.59
001-0210-520.040-00	FUEL	675.50
001-0210-530.009-00	OTHER PROFESSIONAL S	2,096.00
001-0210-530.011-00	TELEPHONE & INTERNET	1,348.53
001-0210-530.060-00	ELECTRIC	139.51
001-0210-530.091-00	MEETINGS & TRAINING	606.30
001-0210-530.201-00	OTHER CONTRACT SERVI	4,337.41
001-0220-520.010-00	DEPT OPERATING SUPPL	234.16
001-0220-520.040-00	FUEL	97.29
001-0220-530.060-00	ELECTRIC	1,248.06
001-0220-530.062-00	GAS	79.48
001-0220-530.070-00	VEHICLE REPAIR	2,353.85

Account Summary

Account Number	Account Name	Payment Amount
001-0230-510.020-00	GROUP HEALTH INSURA	1,582.70
001-0230-520.010-00	DEPT OPERATING SUPPL	291.08
001-0230-530.091-00	MEETINGS & TRAINING	86.16
001-0410-510.020-00	GROUP HEALTH INSURA	6.41
001-0410-530.009-00	OTHER PROFESSIONAL S	1,251.00
001-0410-530.015-00	ECONOMIC DEVELOPME	4,830.00
001-0610-510.020-00	GROUP HEALTH INSURA	287.64
001-0610-520.010-00	DEPT OPERATING SUPPL	507.18
001-0610-520.011-00	UNIFORM ALLOWANCE	13.54
001-0610-520.030-00	MOTOR VEHICLE EXPEN	141.53
001-0610-530.060-00	ELECTRIC	163.96
001-0610-530.072-00	OTHER EQUIPMENT REP	1,002.74
002-0147-520.010-00	DEPT OPERATING SUPPL	500.00
002-0147-530.201-00	OTHER CONTRACT SERVI	1,150.00
009-0150-510.020-00	GROUP HEALTH INSURA	153.33
009-0150-520.040-00	FUEL	178.45
009-0150-530.060-00	ELECTRIC	1,842.02
009-0150-530.062-00	GAS	58.43
009-0150-540.011-00	BUILDINGS	256.15
016-0120-510.020-00	GROUP HEALTH INSURA	44.67
016-0613-510.020-00	GROUP HEALTH INSURA	132.76
016-0613-520.010-00	DEPT OPERATING SUPPL	155.46
016-0613-530.060-00	ELECTRIC	4,395.10
016-0613-530.201-00	OTHER CONTRACT SERVI	685.00
016-0613-540.020-00	OTHER IMPROVEMENTS	1,299.00
017-0120-510.020-00	GROUP HEALTH INSURA	122.12
017-0260-530.060-00	ELECTRIC	12,332.07
017-0270-520.010-00	DEPT OPERATING SUPPL	500.89
017-0270-530.009-00	OTHER PROFESSIONAL S	42.50
017-0270-530.201-00	OTHER CONTRACT SERVI	85.85
017-0410-510.020-00	GROUP HEALTH INSURA	1.60
017-0610-510.020-00	GROUP HEALTH INSURA	888.86
017-0610-520.011-00	UNIFORM ALLOWANCE	27.10
017-0610-520.040-00	FUEL	38.24
019-0000-430.052-00	RECREATION PROGRAM	60.00
019-0120-510.020-00	GROUP HEALTH INSURA	44.67
019-0440-520.010-00	DEPT OPERATING SUPPL	950.58
019-0613-510.020-00	GROUP HEALTH INSURA	142.98
019-0613-530.009-00	OTHER PROFESSIONAL S	200.00
019-0613-530.060-00	ELECTRIC	848.47
019-0613-530.201-00	OTHER CONTRACT SERVI	9.12
020-0310-530.009-00	OTHER PROFESSIONAL S	5,400.56
021-0120-510.020-00	GROUP HEALTH INSURA	44.67
021-0142-510.020-00	GROUP HEALTH INSURA	161.65
021-0310-510.020-00	GROUP HEALTH INSURA	891.58
021-0310-520.010-00	DEPT OPERATING SUPPL	551.16
021-0310-520.011-00	UNIFORM ALLOWANCE	24.40
021-0310-530.201-00	OTHER CONTRACT SERVI	2,455.00
021-0410-510.020-00	GROUP HEALTH INSURA	1.60
024-0210-510.020-00	GROUP HEALTH INSURA	544.65
035-0610-540.030-00	MACHINERY & EQUIPME	3,947.47
047-0704-520.010-00	DEPT OPERATING SUPPL	5,740.38
047-0704-530.030-00	ADVERTISING - FIREWO	102.24
047-0704-530.201-00	OTHER CONTRACT SERVI	10,100.00
059-0120-510.020-00	GROUP HEALTH INSURA	17.86
059-0140-500.010-00	SALARIES - PART TIME E	12.28
059-0140-510.020-00	GROUP HEALTH INSURA	151.24
059-0140-520.000-00	OFFICE SUPPLIES	3.45

Account Summary

Account Number	Account Name	Payment Amount
059-0140-530.014-00	POSTAGE	15.22
059-0140-530.201-00	OTHER CONTRACT SERVI	9.46
059-0142-510.020-00	GROUP HEALTH INSURA	72.73
059-0520-530.201-00	OTHER CONTRACT SERVI	1,860.00
059-0730-510.020-00	GROUP HEALTH INSURA	132.01
060-0120-510.020-00	GROUP HEALTH INSURA	268.01
060-0140-500.010-00	SALARIES - PART TIME E	417.31
060-0140-510.020-00	GROUP HEALTH INSURA	1,530.09
060-0140-520.000-00	OFFICE SUPPLIES	51.76
060-0140-530.011-00	TELEPHONE & INTERNET	539.42
060-0140-530.014-00	POSTAGE	228.26
060-0140-530.201-00	OTHER CONTRACT SERVI	257.87
060-0142-510.020-00	GROUP HEALTH INSURA	484.93
060-0210-510.020-00	GROUP HEALTH INSURA	1.51
060-0410-510.020-00	GROUP HEALTH INSURA	8.02
060-0710-510.020-00	GROUP HEALTH INSURA	3,082.20
060-0710-520.010-00	DEPT OPERATING SUPPL	1,133.93
060-0710-520.011-00	UNIFORM ALLOWANCE	56.92
060-0710-520.030-00	MOTOR VEHICLE EXPEN	340.26
060-0710-520.040-00	FUEL	186.73
060-0710-530.060-00	ELECTRIC	24,581.69
060-0710-530.072-00	OTHER EQUIPMENT REP	797.20
060-0710-530.090-00	MEMBERSHIPS/SUBSCRI	413.00
061-0120-510.020-00	GROUP HEALTH INSURA	223.35
061-0120-530.070-00	VEHICLE REPAIR	49.37
061-0140-500.010-00	SALARIES - PART TIME E	417.31
061-0140-510.020-00	GROUP HEALTH INSURA	962.88
061-0140-520.000-00	OFFICE SUPPLIES	51.76
061-0140-530.011-00	TELEPHONE & INTERNET	539.42
061-0140-530.014-00	POSTAGE	228.26
061-0140-530.201-00	OTHER CONTRACT SERVI	274.05
061-0142-510.020-00	GROUP HEALTH INSURA	484.93
061-0210-510.020-00	GROUP HEALTH INSURA	1.51
061-0410-510.020-00	GROUP HEALTH INSURA	8.02
061-0520-510.020-00	GROUP HEALTH INSURA	2,262.79
061-0520-520.010-00	DEPT OPERATING SUPPL	753.89
061-0520-520.011-00	UNIFORM ALLOWANCE	111.14
061-0520-520.040-00	FUEL	187.37
061-0520-530.060-00	ELECTRIC	39,079.70
061-0520-530.072-00	OTHER EQUIPMENT REP	158.54
061-0520-530.201-00	OTHER CONTRACT SERVI	1,454.62
062-0140-500.010-00	SALARIES - PART TIME E	319.13
062-0140-520.000-00	OFFICE SUPPLIES	51.75
062-0140-530.011-00	TELEPHONE & INTERNET	134.87
062-0140-530.014-00	POSTAGE	228.26
062-0140-530.201-00	OTHER CONTRACT SERVI	202.55
062-0510-520.011-00	UNIFORM ALLOWANCE	24.40
062-0510-530.009-00	OTHER PROFESSIONAL S	32,580.28
062-0510-530.201-00	OTHER CONTRACT SERVI	2,462.65
063-0120-510.020-00	GROUP HEALTH INSURA	44.64
063-0142-510.020-00	GROUP HEALTH INSURA	161.62
063-0210-510.020-00	GROUP HEALTH INSURA	3.01
063-0340-510.020-00	GROUP HEALTH INSURA	77.55
063-0340-520.010-00	DEPT OPERATING SUPPL	0.00
063-0340-520.016-00	AVIATION GASOLINE	0.98
063-0340-530.009-00	OTHER PROFESSIONAL S	315.00
063-0340-530.060-00	ELECTRIC	1,181.46
063-0410-510.020-00	GROUP HEALTH INSURA	6.41

Account Summary

Account Number	Account Name	Payment Amount
066-0710-540.030-00	MACHINERY & EQUIPME	8,517.97
074-0610-530.059-00	WATER UTILITY	1,098.22
074-0610-530.060-00	ELECTRIC	320.48
074-0910-520.010-00	DEPT OPERATING SUPPL	329.33
074-0910-530.072-00	OTHER EQUIPMENT REP	150.00
095-0000-100.025-00	INDEPENDENCE DAY IN	25.00
095-0180-530.094-00	LICENSE & PERMIT FEES	452.00
095-0180-530.201-00	OTHER CONTRACT SERVI	840.00
099-0000-220.010	FICA TAXES PAYABLE	18,471.82
099-0000-220.020	FIT W/H PAYABLE	12,773.41
099-0000-220.030	SIT W/H PAYABLE	3,708.47
099-0000-220.050	PERS PAYABLE	28,861.76
099-0000-220.065	AFLAC PAYABLE	1,244.12
099-0000-220.071	POA DEDUCT PAYABLE	1,080.00
099-0000-220.081	UNION DUES PAYABLE	276.00
099-0000-220.090	DISABILITY (SDI) PAYABL	896.10
099-0000-220.097	CALIFORNIA STATE DISB	484.60
099-0000-220.098	WASHINGTON SUPPORT	285.42
	Grand Total:	305,178.28

Project Account Summary

Project Account Key	Payment Amount
None	305,178.28
Grand Total:	305,178.28

Jami Westveet



COUNCIL AGENDA ITEM

JULY 7, 2015

PREPARED BY: Sean Scully, City Manager

SUBJECT: City Attorney Legal Services Agreement

BACKGROUND/DISCUSSION

The City currently contracts with Best Best & Krieger LLP (BB&K) for interim City Attorney services. In March, the City released a Request for Proposals (RFP) for permanent City Attorney services. The City received a number of responses to the RFP, and the City Council ultimately interviewed three finalists. Based on Council input at those interviews, staff recommends that the Council approve the enclosed City Attorney Legal Services Agreement with BB&K.

The proposed Agreement will largely keep the City's current relationship with BB&K in place. However, there is one important difference. Under the proposed Agreement, the City will pay a fixed monthly retainer of \$3,100 for all general City Attorney services. The City will receive a \$125 credit against the retainer for each Council meeting where the City Attorney does not attend. Special counsel services, including code enforcement, labor and employment, and successor agency matters, will be billed at various hourly rates as set forth in the Agreement. This new billing arrangement will provide greater budget certainty for the City. If approved, the Agreement will take effect on August 1st.

RECOMMENDATION:

Staff recommends that the City Council approve the City Attorney Legal Services Agreement with Best Best & Krieger LLP.

EXHIBIT

A) City Attorney Legal Services Agreement

APPROVED BY:

SEAN SCULLY, CITY MANAGER

**AGREEMENT FOR CITY ATTORNEY LEGAL SERVICES
CITY OF GUSTINE
BEST BEST & KRIEGER LLP**

1. PARTIES AND DATE.

This Agreement is made and entered into as of the ____ day of July, 2015, by and between the City of Gustine, a California municipality ("Client") and Best Best & Krieger LLP, a limited liability partnership engaged in the practice of law ("BB&K").

2. RECITALS.

2.1 Client wishes to engage the services of BB&K as its City Attorney to perform all necessary legal services for the Client on the terms set forth below.

3. TERMS.

3.1 Term. The term of this Agreement shall commence on August 1, 2015 and shall continue in full force and effect until terminated in accordance with Section 3.12.

3.2 Scope of Services. BB&K shall serve as City Attorney and shall perform legal services ("Services") as may be required from time to time by the Client as set forth by this Agreement, unless otherwise agreed to by the Client and BB&K. As part of the Services to be performed hereunder, BB&K shall be responsible for the following:

3.2.1 Preparation for and attendance at regular meetings of the Client;

3.2.2 Provision of legal counsel at such other meetings as directed by the Client;

3.2.3 Preparation or review of all Client ordinances and resolutions, together with such staff reports, orders, agreements, forms, notices, declarations, certificates, deeds, leases and other documents as requested by the Client;

3.2.4 Rendering to the officers and employees of the Client legal advice and opinions on all legal matters affecting the Client, including new legislation and court decisions, as directed by the Client;

3.2.5 Researching and interpreting laws, court decisions and other legal authorities in order to prepare legal opinions and to advise the Client on legal matters pertaining to Client operations, as directed by the Client;

3.2.6 Performing legal work pertaining to property acquisition, property disposal, public improvements, public rights-of-way and easements, as directed by the Client;

3.2.7 Responding to inquiries and review for legal sufficiency ordinances, resolutions, contracts, and administrative and personnel matters, as directed by the Client;

3.2.8 Representing and assisting on litigation matters, as directed by the Client. Such services shall include, but shall not be limited to, the preparation for and making of appearances, including preparing pleadings and petitions, making oral presentations, and preparing answers, briefs or other documents on behalf of the Client, and any officer or employee of the Client, in all federal and state courts of this State, and before any governmental board or commission, including reviewing, defending or assisting any insurer of the Client or its agents or attorneys with respect to any lawsuit filed against the Client or any officer or employee thereof, for money or damages.

3.3 Designated City Attorney. Joshua Nelson shall be designated as City Attorney, and shall be responsible for the performance of all Services under this Agreement, including the supervision of Services performed by other members of BB&K. No change in this assignment shall be made without the consent of the Client.

3.4 Time of Performance. The Services of BB&K shall be performed expeditiously in the time frames and as directed by the Client.

3.5 Assistance. The Client agrees to provide all information and documents necessary for the attorneys at BB&K to perform their obligations under this Agreement.

3.6 Independent Contractor. BB&K shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which BB&K, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The Client shall have no voice in the selection, discharge, supervision or control of BB&K's employees, representatives or agents, or in fixing their number, compensation, or hours of service.

3.7 Services and Compensation. BB&K shall render and bill for legal services in the following categories and at the following rates, in accordance with the BB&K Billing Policies attached hereto as Exhibit "A" and incorporated herein by reference.

3.7.1 Basic Legal Services - Description. Basic legal services ("Basic Legal Services") shall include all services provided to Client which are not otherwise specifically identified below as either Code Enforcement Legal Services, Special Legal Services, ERMA Legal Services, Third Party Reimbursable Legal Services or Public Finance Legal Services.

3.7.2 Basic Legal Services – Retainer. The Client shall pay for Basic Legal Services at the flat rate monthly retainer amount of Three Thousand One Hundred Dollars (\$3,100). In addition, Client shall receive a credit of One Hundred Twenty-Five Dollars (\$125) for each regular City Council meeting that BB&K does not attend, up to a maximum of two meetings per month. This credit shall be reflected in the following month's retainer. This flat monthly retainer is based on BB&K's current understanding of Basic Legal Services with the Client, which historically has been 15 to 20 hours per month on average. If the scope changes from the current pace by a material increase or decrease from this annual average, then BB&K requests that the opportunity to discuss an adjustment to the retainer amount to accommodate

such a change. Such change would be at the sole discretion of the Client and would be reflected in an amendment to this Agreement.

3.7.3 Code Enforcement Legal Services - Description. Code Enforcement Legal Services shall include the following types of services:

- A. Routine administrative and civil litigation matters prosecuting a violation of the Gustine Municipal Code and equivalent state building, housing or similar law.

3.7.4 Code Enforcement Legal Services – Rates. The Client shall pay for Code Enforcement Legal Services at the following hourly rates:

All Attorneys	\$215
Paralegals/Law Clerks	\$140

3.7.5 ERMA Legal Services - Description. ERMA Legal Services shall include the following types of services:

- A. Legal matters where the Client receives partial or complete reimbursement from the Employment Risk Management Authority or the Client's then current employment self-insurance pool.

3.7.6 ERMA Legal Services – Rates. The Client shall pay for ERMA Legal Services at the following hourly rates:

Partners	\$265
Of Counsel	\$240
Associate Attorneys	\$210
Paralegals/Law Clerks	\$90

3.7.7 Special Legal Services - Description. Special Legal Services shall include the following types of services:

- A. Litigation and formal administrative hearing matters not qualifying as Code Enforcement Legal Services or ERMA Legal Services
- B. Labor relations, employment and public retirement matters
- C. Non-routine real estate matters (e.g. CC&R's, deed or title work)
- D. Non-routine fees, taxes and charges matters (e.g. Prop 218 & Mitigation Fee Act)
- E. Successor agency and post-redevelopment matters
- F. Environmental law
- G. Water law
- H. Non-routine real estate and land use matters (including pre-condemnation)
- I. Telecommunications matters
- J. Other matters mutually agreed upon

3.7.8 Special Legal Services – Rates. The Client shall pay for Special Legal Services at the following hourly rates:

Partners	\$295
Of Counsel	\$285
Associate Attorneys	\$245
Paralegals/Law Clerks	\$140

3.7.9 Third Party Reimbursable Legal Services - Description. Third Party Reimbursable Legal Services shall include legal services provided to the Client for which the Client receives reimbursement from a developer or other third party.

3.7.10 Third Party Reimbursable Legal Services - Rates. The Client shall pay for Third Party Reimbursable Legal Services at BB&K's then current published standard private client rates. Upon execution of this Agreement, BB&K shall provide a copy of its published rate schedule to the Client. BB&K shall also provide annual updates to the Client when changes are made to the published rate schedule.

3.7.11 Public Finance Legal Services – Description & Rates. The Client shall pay for bond counsel, assessment district formation and similar matters (“Public Finance Legal Services”) at the rates agreed to in an amendment to this Agreement.

3.7.12 Agreement Regarding Rate Categories. If BB&K believes that a matter falls within the Special Legal Services, Code Enforcement Legal Services, ERMA Legal Services, Third Party Reimbursable Legal Services or Public Finance Legal Services rate categories, BB&K shall seek approval from the City Manager or his/her designee. The City Manager's or her designee's approval of such a request from BB&K shall not be unreasonably withheld.

3.7.13 Annual Adjustments; Other Mutual Adjustments. The rates or amounts provided for in Sections 3.7.1 through 3.7.8 shall be automatically adjusted as follows: On July 1, 2016 and every July 1st thereafter during the term of this Agreement, they shall be adjusted for the change in the cost of living for twelve (12) month period published for the month of April, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth for the San Francisco-Oakland-San Jose, CA area; provided, however, that such adjustment shall never be lower than zero percent (0%). In addition to the automatic rate adjustments, either BB&K or the Client may initiate consideration of a rate increase at anytime; provided, however, that such an additional rate increase shall not occur without the express written consent of the Client.

3.7.14 Cost Reimbursement & Exceptions. The Client shall reimburse BB&K for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses, mileage expenses at the rate allowed by the Internal Revenue Service (except as provided in Section 3.7.15), toll road expenses, long distance telephone and facsimile tolls, computerized research time (e.g. Lexis or Westlaw), research services performed by BB&K's library staff, extraordinary mail or delivery costs (e.g. courier, overnight and express

delivery), court fees and similar costs relating to the Services that are generally chargeable to a client. However, no separate charge shall be made by BB&K for secretarial or word processing services.

3.7.15 Mileage for Regular Council Meetings. Notwithstanding Section 3.7.14, the Client shall reimburse BB&K for one-half of the applicable mileage expenses at the rate allowed by the Internal Revenue Service for attendance at regular City Council meetings up to two per month.

3.8 Billing. BB&K shall submit monthly to the Client a detailed statement of account for Services. The Client shall review BB&K's monthly statements and pay BB&K for Services rendered and costs incurred, as provided for in this Agreement, on a monthly basis.

3.9 Annual Reviews. The Client and BB&K agree that a review of performance and the compensation amounts referenced in this Agreement should occur at least annually.

3.10 Insurance. BB&K carries errors and omissions insurance with Lloyd's of London. After a standard deductible, this insurance provides coverage beyond what is required by the State of California. A separate schedule containing BB&K's insurance policies will be available for inspection upon Client's request.

3.11 Attorney-Client Privilege. Confidential communication between the Client and BB&K shall be covered by the attorney-client privilege. As used in this article, "confidential communication" means information transmitted between the Client and BB&K in the course of the relationship covered by this Agreement and in confidence by a means which, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which BB&K is consulted, and includes any legal opinion formed and advice given by BB&K in the course of this relationship.

3.12 Termination of Agreement and Legal Services. This Agreement and the Services rendered under it may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, BB&K shall be paid for all Services authorized by the Client and performed up through and including the effective date of termination.

3.13 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.14 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Merced County.

3.15 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

3.16 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

3.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.18 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.19 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client: City of Gustine
352 Fifth Street
Gustine, CA 95322
Attention: Sean Scully, City Manager

BB&K: Best Best & Krieger LLP
3390 University Avenue 5th Floor
P.O. Box 1028
Riverside, CA 92502
Attention: Howard Golds

Such notices shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

IN WITNESS WHEREOF, the Client and BB&K have executed this Agreement for City Attorney Legal Services as of the date first written above.

CITY OF GUSTINE

By: _____
Dennis Brazil
Mayor

Attest:

Melanie Correa
Deputy City Clerk

BEST BEST & KRIEGER LLP

By: _____
Howard Golds
Partner

EXHIBIT A

BEST BEST & KRIEGER LLP'S BILLING POLICIES

Our century of experience has shown that the attorney-client relationship works best when there is mutual understanding about fees, expenses, billing and payment terms. Therefore, this statement is intended to explain our billing policies and procedures. Clients are encouraged to discuss with us any questions they have about these policies and procedures. Clients may direct specific questions about a bill to the attorney with whom the client works or to our Accounts Receivable Department. Any specific billing arrangements different from those set forth below will be confirmed in a separate written agreement between the client and the firm.

Fees for Professional Services

Unless a flat fee is set forth in our engagement letter with a client, our fees for the legal work we will undertake will be based in substantial part on time spent by personnel in our office on that client's behalf. In special circumstances which will be discussed with the client and agreed upon in writing, fees will be based upon the novelty or difficulty of the matter, or the time or other special limitations imposed by the client.

Hourly rates are set to reflect the skill and experience of the attorney or other legal personnel rendering services on the client's behalf. Time is accrued on an incremental basis for such matters as telephone calls (minimum .3 hour) and letters (minimum .5 hour), and on an actual basis for all other work. Our attorneys are currently billed at rates from \$245 to \$725 per hour, and our administrative assistants, law clerks, litigation analysts, research analysts, and paralegals are billed at rates from \$140 to \$290 per hour. These hourly rates are reviewed annually to accommodate rising firm costs and to reflect changes in attorney status as lawyers attain new levels of legal experience. Any increases resulting from such reviews will be instituted automatically and will apply to each affected client, after advance notice.

Non-Attorney Personnel: BBK may employ the services of non-attorney personnel under the supervision of a BBK attorney in order to perform services called for in the legal services agreement. The most common non-attorney personnel utilized are paralegals. Other

types of non-attorney personnel include, but are not limited to, case clerks, IT analysts, and specialty consultants. The client agrees that BBK may use such non-attorney personnel to perform its services when it is reasonably necessary in the judgment of the responsible BBK attorney. Hourly fees for non-attorney personnel will be charged at the rate then in effect for such personnel. A copy of BBK's current rates and titles for non-attorney personnel will be provided upon request. Except for paralegals, BBK will not incur more than \$500 in fees for a non-attorney's work on a client matter without first confirming by email or written correspondence with the client the intended use of the non-attorney and the hourly rate for that person.

Fees For Other Services, Costs and Expenses

We attempt to serve all our clients with the most effective support systems available. Therefore, in addition to fees for professional legal services, we also charge separately for some other services and expenses to the extent of their use by individual clients. These charges include but are not limited to, mileage at the current IRS approved rate per mile, extraordinary telephone and document delivery charges, copying charges, computerized research, court filing fees and other court-related expenditures including court reporter and transcription fees. No separate charge is made for secretarial or word processing services; those costs are included within the above hourly rates.

ESI: BBK provides Electronically Stored Information (ESI) services for matters requiring ESI support – typically litigation or threatened litigation matters. BBK shall receive payment for ESI support, if needed, at BBK's then current rates. A copy of BBK's current rates for such services will be provided upon request. BBK shall not incur costs for ESI support on a particular matter without first confirming by email or written correspondence with the client that the client agrees such services are necessary for the matter at hand.

We may need to advance costs and incur expenses on your behalf on an ongoing basis. These items are separate and apart from attorneys' fees and, as they are out-of-pocket charges, we need to have sufficient funds

on hand from you to pay them when due. We will advise the client from time to time when we expect items of significant cost to be incurred, and it is required that the client send us advances to cover those costs before they are due.

Advance Deposit Toward Fees And Costs

Because new client matters involve both a substantial undertaking by our firm and the establishment of client credit with our accounting office, we require an advance payment from clients. The amount of this advance deposit is determined on a case-by-case basis discussed first with the client, and is specified in our engagement letter.

Upon receipt, the advance deposit will be deposited into the firm's client trust account. Our monthly billings will reflect such applications of the advance deposit to costs and not to attorney's fees (unless otherwise noted in our accompanying engagement letter). At the end of engagement, we will apply any remaining balance first to costs and then to fees. We also reserve the right to require increases or renewals of these advanced deposits.

By signing the initial engagement letter, each client is agreeing that trust account balances may be withdrawn and applied to costs as they are incurred and to our billings, when we issue our invoice to the client. If we succeed in resolving your matter before the amounts deposited are used, any balance will be promptly refunded.

Monthly Invoices and Payment

Best Best & Krieger LLP provides our clients with monthly invoices for legal services performed and expenses incurred. Invoices are due and payable upon receipt.

Each monthly invoice reflects both professional and other fees for services rendered through the end of the prior month, as well as expenses incurred on the client's behalf that have been processed by the end of the prior month. Processing of some expenses is delayed until the next month and billed thereafter.

Our fees are not contingent upon any aspect of the matter and are due upon receipt. All billings are due and payable within ten days of presentation unless the full amount is covered by the balance of an advance held in our trust account. If a bill is not paid within 30 days, a late charge of one percent per month on the unpaid

invoice shall be added to the balance owed, commencing with the next statement and continuing until paid.

It is our policy to treat every question about a bill promptly and fairly. It is also our policy that if a client does not pay an invoice within 60 days of mailing, we assume the client is, for whatever reason, refusing to pay. We reserve the right to terminate our engagement and withdraw as attorney of record whenever our invoices are not paid. If an invoice is 60 days late, however, we may advise the client by letter that the client must pay the invoice within 14 days or the firm will take appropriate steps to withdraw as attorney of record. If the delay is caused by a problem in the invoice, we must rely upon the client to raise that with us during the 14-day period. This same policy applies to fee arrangements which require the client to replenish fee deposits or make deposits for anticipated costs.

From time to time clients have questions about the format of the bill or description of work performed. If you have any such questions, please ask them when you receive the bill so we may address them on a current basis.

Changes in Fee Arrangements and Budgets

It may be necessary under certain circumstances for a client to increase the size of required advances for fees after the commencement of our engagement and depending upon the scope of the work. For example, prior to a protracted trial or hearing, the firm may require a further advance payment to the firm's trust account sufficient to cover expected fees. Any such changes in fee arrangements will be discussed with the client and mutually agreed in writing.

Because of the uncertainties involved, any estimates of anticipated fees that we provide at the request of a client for budgeting purposes, or otherwise, can only be an approximation of potential fees.

BEST BEST & KRIEGER LLP



COUNCIL AGENDA ITEM

JULY 7, 2015

PREPARED BY: Sean Scully, City Manager

SUBJECT: Consider a Resolution Confirming the 2.5% Utility Tax

BACKGROUND/DISCUSSION

In recognition of the deficiency in General Fund revenues, the City Council adopted Ordinance 405 on July 3, 1995, adding Chapter Nine to Title Three of the Gustine Municipal Code 3-9, Establishing A Utility Users Tax of 2.5% on Water, Electric, Gas, Telephone and Cable TV.

The City Council has annually recognized that the Utility Users Tax generates funding necessary to provide adequate and enhanced services to City residents. Ordinance No. 405 requires the City Council to make annual findings demonstrating a recurrent need for this fund. Adoption of the attached Resolution will acknowledge the need and reaffirm the fiscal collection of a 2.5% Utility Tax from users of cable TV, gas, electric, telephone, and water within the City limits of Gustine for Fiscal Year 2015-16

FISCAL IMPACT

The "Utility User Tax" is estimated to generate \$220,000 for the 2015-2016 fiscal year.

RECOMMENDATION

That the Council approve the attached Resolution confirming the 2.5% Utility Tax for 2015-2016 fiscal year.

ATTACHMENTS

- A) Resolution Confirming 2.5% User Utility Tax

APPROVED BY:

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

SEAN SCULLY, CITY MANAGER

RESOLUTION NO. 2015-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
CONFIRMING THE 2.5% UTILITY TAX TO BE COLLECTED FROM USERS OF
CABLE TV, GAS, ELECTRIC, TELEPHONE, AND WATER WITHIN THE CITY
LIMITS OF GUSTINE FOR FISCAL YEAR 2015-2016**

THE CITY COUNCIL OF THE CITY OF GUSTINE HAS DETERMINED THAT:

WHEREAS, general discretionary services are vital to the quality of life in the City of Gustine; and,

WHEREAS, a general tax, Utility User's Tax generates funding necessary to provide adequate and enhanced services to City residents; and,

WHEREAS, in recognition of the deficiency in recurrent of General Fund revenues, the City Council adopted Ordinance 405 on July 3, 1995, adding Chapter Nine to Title Three of the Gustine Municipal Code 3-9, Establishing A Utility User's Tax of 2.5% on Water, Electric, Gas, Telephone and Cable TV; and

WHEREAS, Ordinance No. 405 requires the City Council to make annual findings demonstrating a recurrent need for this fund; and,

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

Pursuant to City of Gustine Ordinance 405, Section 3-9.180, Titled "Annual Review", The City Council reaffirms the fiscal collection of a 2.5% Utility Tax from users of Cable TV, Gas, Electric, Telephone, and Water within the City limits of Gustine for Fiscal Year 2013-2014.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Gustine held on 7th day of July 2015, passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor Brazil

ATTEST:

City Clerk



COUNCIL AGENDA ITEM

JULY 7, 2015

PREPARED BY: Sean Scully, City Manager

SUBJECT: Consider a Resolution Designating Voting Delegates for the Annual League of California Cities Conference Business Meeting

BACKGROUND/DISCUSSION

The annual League of California Cities Conference is scheduled for September 30-October 2, 2015. An important part of the conference is the Annual Business Meeting where League membership considers and takes action on League Policy. In order to vote at the League Business Meeting, voting delegates and alternatives must be designated by City Council.

Mayor Brazil has appointed Council member Nagy as the City's League of California Cities Representative, the City also needs to delegate a voting alternate.

To be considered for the appointment as a voting delegate the person must be registered to attend the Annual 2015 League of California Cities Conference, in San Jose, September 30th through October 2nd.

RECOMMENDATION

Approve a Resolution designating a voting delegate and a voting alternate for the 2015 California League of California Cities Annual Business Meeting.

EXHIBIT(S)

- A) Letter from the League dated May 29, 2015
- B) Annual Conference Voting procedures
- C) Resolution

APPROVED BY:

SEAN SCULLY, CITY MANAGER



1400 K Street, Suite 400 • Sacramento, California 95814
Phone: 916.658.8200 Fax: 916.658.8240
www.cacities.org

Council Action Advised by July 31, 2015

May 29, 2015

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 30 – October 2, San Jose

The League's 2015 Annual Conference is scheduled for September 30 – October 2 in San Jose. An important part of the Annual Conference is the Annual Business Meeting (*at the General Assembly*), scheduled for noon on Friday, October 2, at the San Jose Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Friday, September 18, 2015. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures that are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: www.cacities.org. In order to cast a vote, at least one voter must be present at the

Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.

- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the San Jose Convention Center, will be open at the following times: Wednesday, September 30, 8:00 a.m. – 6:00 p.m.; Thursday, October 1, 7:00 a.m. – 4:00 p.m.; and Friday, October 2, 7:30–10:00 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League office by Friday, September 18. If you have questions, please call Kayla Gibson at (916) 658-8247.

Attachments:

- 2015 Annual Conference Voting Procedures
- Voting Delegate/Alternate Form

Annual Conference Voting Procedures 2015 Annual Conference

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

RESOLUTION NO. 2015-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
DESIGNATING A VOTING DELEGATE AND A VOTING ALTERNATE TO
THE 2015 LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING**

WHEREAS, the League of California Cities holds its Annual Business Meeting as an important part of its Annual Conference; and

WHEREAS, at the Annual Business meeting, the League membership considers and takes action on resolutions that establish League policy; and,

WHEREAS, the League's bylaws state that a voting delegate and alternate must be selected by council resolution and must be registered for the conference; and

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

THAT: Council member _____ is designated as the voting delegate and Council member _____ is designated as the voting alternate at the League of California Cities 2015 Annual Business Meeting.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Gustine held on 7th day of July, 2015, passed and adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor, City of Gustine

ATTEST:

Deputy City Clerk



COUNCIL AGENDA ITEM

JULY 7, 2015

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

**SUBJECT: **Adopt an Ordinance to Streamline/Expedite Permitting Procedures
for Small Residential Rooftop Solar Systems****

BACKGROUND/DISCUSSION

Section 65850.5(a) of the California Government Code provides that it is the policy of the State to promote and encourage the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems. In furtherance of that objective, Section 65850.5(g)(1) of the California Government Code requires that, on or before September 30, 2015, every city, county, or city and county must adopt an ordinance that creates a streamlined/expedited permitting process for small residential rooftop solar energy systems.

The City currently streamlines the review of such applications by reviewing and issuing applications in a timely manner. The City also currently can accept and approve such applications (at the building counter and/or electronically or fax). The City, then by current process, already streamlines/expedites the review of such applications.

The City, however, needs to adopt the ordinance mandated by Section 65850.5(g)(1). The attached ordinance is intended to satisfy that requirement. The ordinance codifies the requirements of Section 65850.5(g)(1), such as accepting and approving applications electronically, directing the City's Building Official to develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve such applications.

FISCAL IMPACT

There is no anticipated fiscal impact as the costs would be recovered through existing building permit fees. As noted, the Building Department is currently providing streamline reviews and electronic submittal of applications for small residential rooftop solar systems.

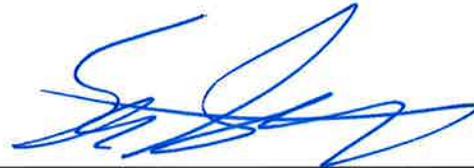
RECOMMENDATION

City Council conduct a public hearing to introduce and consider waiving the first reading of an ordinance adding Title Four, Chapter Four, Article 6 to the City of Gustine Municipal Code, which would streamline/expedite permitting procedures for small residential rooftop solar systems.

EXHIBIT(S)

- A) Ordinance 468
- B) Gustine Municipal Code Title 4, Chapter 4

APPROVED BY:



SEAN SCULLY, CITY MANAGER

PROPOSED ORDINANCE NO. 468

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUSTINE, AMENDING GUSTINE MUNICIPAL CODE, TITLE 4, CHAPTER 4 – BUILDINGS AND BUILDING REGULATIONS, ADDING ARTICLE 6. - SMALL RESIDENTIAL ROOFTOP SOLAR PERMITTING PROCEDURES

ARTICLE 6.

Small Residential Rooftop Solar Permitting Procedures

Sec. 4-4-184 Purpose.

Section 65850.5 of the California Government Code provides that, on or before September 30, 2015, every city, county, or city and county shall adopt an ordinance that creates an expedited, streamlined permitting process for small residential rooftop solar energy systems.

Sec. 4-4-185 Definitions.

Electronic submittal means the utilization of one or more of the following:

1. e-mail,
2. facsimile.

Small residential rooftop solar energy system means all of the following:

1. A solar energy system that is no larger than 10 kilowatts alternating current nameplate rating or 30 kilowatts thermal.
2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the City and paragraph (iii) of subdivision (c) of Section 714 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.
3. A solar energy system that is installed on a single or duplex family dwelling.
4. A solar panel or module array that does not exceed the maximum legal building height as defined by the authority having jurisdiction.

Solar energy system has the same meaning set forth in paragraphs (1) and (2) of subdivision (a) of Section 801.5 of the Civil Code, as such section or subdivision may be amended, renumbered, or redesignated from time to time.

Sec. 4-4-186 Permitting Process

The expedited, streamlined permitting process for small residential rooftop solar energy systems shall comply with the applicable requirements contained in Title 4, Chapter 4 – Buildings and Building Regulations, of the Gustine Municipal Code and all of the following:

1. The Department shall develop a checklist of all requirements with which small rooftop solar energy systems shall comply to be eligible for expedited review.

2. The checklist and required permitting documentation shall be published on a publically accessible internet website.

3. As allowed by available resources, the Department shall allow for electronic submittal of a permit application and associated documentation and shall allow electronic signature in lieu of a wet signature.

4. Upon confirmation, by the Department that the application and supporting documentation are complete and meet all requirements of the California Building Standards Codes, the Department shall approve the application and issue all required permits.

Sec. 4-4-187 Inspection Process

Small residential rooftop solar energy systems eligible for expedited, streamlined permitting process shall only require one inspection, unless the installation is found to be out of compliance with the California Building Standards Codes or a separate fire safety inspection is required.

Inspection requests shall be made in compliance with Title 4, Chapter 4 – Buildings and Building Regulations, of the Gustine Municipal Code.

PASSED AND ADOPTED by the City Council of the City of Gustine this 7th of July, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mayor

ATTEST:

Approved as to form:

Deputy City Clerk

City Attorney

Chapter 4 - BUILDINGS AND BUILDING REGULATIONS

FOOTNOTE(S):

--- (1) ---

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

ARTICLE 1. - IN GENERAL

Sec. 4-4-1. - Title.

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

(Ord. No. 437, § 3, 11-20-2007)

Sec. 4-4-2. - Application.

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

(Ord. No. 437, § 3, 11-20-2007)

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

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

(Ord. No. 437, § 3, 11-20-2007)

Secs. 4-4-4—4-4-30. - Reserved.

ARTICLE 2. - TECHNICAL CODES

FOOTNOTE(S):

--- (2) ---

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

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

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

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

Section 204 of the 1997 Uniform Administrative Code is hereby added to read as follows:

Section 204 Board of Appeals.

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

- (2) California Building Code, 2010 Edition, based on the 2009 International Building Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 2 Vol. 1 & 2 of the California Code of Regulations including the following Appendices:
Appendix Chapter H—Signs
Appendix Chapter I—Patio Covers
Appendix Chapter J—Grading
- (3) California Electrical Code, 2010 Edition, including appendix, based on the 2008 National Electrical Code, as published by the National Fire Protection Association, and as adopted by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 3 of the California Code of Regulations.
- (4) California Mechanical Code, 2010 Edition, including appendix, based on the 2009 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 4 of the California Code of Regulations.
- (5) California Plumbing Code, 2010 Edition, including appendix, based on the 2009 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, and as adopted by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 5 of the California Code of Regulations.
- (6) California Energy Code, 2010 Edition, including appendix, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 6 of the California Code of Regulations.
- (7) California Historical Code, 2010 Edition, including appendix, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 8 of the California Code of Regulations.
- (8) California Fire Code, 2010 Edition, including appendix, based on the 2009 International Fire Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 9 of the California Code of Regulations.

- (9) California Existing Building Code, 2010 Edition, Appendix Chapter A1 of the 2009 International Existing Building Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 10 of the California Code of Regulations.
- (10) California Referenced Standards Code, 2010 Edition, including appendix, as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 12 of the California Code of Regulations.
- (11) Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as published by the International Conference of Building Officials, 5360 Workman Mill Road, Whittier, CA.
- (12) Uniform Swimming Pool, Spa, and Hot Tub Code, 2009 Edition, as published by the International Association of Plumbing and Mechanical Officials.
- (13) Uniform Solar Energy Code, 2009 Edition, as published by the International Association of Plumbing and Mechanical Officials.
- (14) California Residential Code, 2010 Edition, based on the 2009 International Residential Code as published by the International Code Council (ICC) as adopted and amended by the California Building Standards Commission in the California Building Standards Code, Title 24 Part 2.5 of the California Code of Regulations including the following Appendices:
Chapter - H - Patio Covers.
- (15) California Green Code 'CALGreen' - 2010 Edition of Title 24 Part 11," as approved and copyrighted by the International Code Council (ICC), 4051 West Flossmoor Road, Country Club Hills, IL 60478.

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

Editor's note—

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

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

Sec. 4-4-32. - Fees.

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

(Code 1966, §§ 8-1.02, 8-6.02)

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

Sec. 4-4-33. - Violations.

Any person violating any of the provisions of this article, or who shall fail to comply therewith, or who shall violate or fail to comply with any order made thereunder or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by the council or by a court of competent jurisdiction within the time fixed therein shall, for each and every separate violation and noncompliance, respectively, be deemed guilty of a misdemeanor. The imposition of one penalty for any violation of the provisions of this article or

the building code shall not excuse the violation or permit it to continue, and any such person shall be required to correct or remedy such violation or defect within a reasonable time, and, when not otherwise specified, each ten days prohibitive conditions are maintained shall constitute a separate offense. The application of such penalty shall not be held to prevent the enforced removal of prohibited conditions.

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

Sec. 4-4-34. - Liability.

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

(Ord. No. 437, § 3, 11-20-2007)

Secs. 4-4-35—4-4-70. - Reserved.

ARTICLE 3. - BUILDING MOVING AND RELOCATION

DIVISION 1. - GENERALLY

Sec. 4-4-71. - Violations.

Any person who shall violate any of the provisions of this article, or who shall violate or fail to comply with any order made pursuant to the provisions of this article, and from which no appeal has been taken, or who shall fail to comply with such order as affirmed or modified by the council or by a court of competent jurisdiction within the time fixed therein shall, for each and every separate violation and noncompliance, respectively, be deemed guilty of a misdemeanor. The imposition of one penalty for any violation of this article shall not excuse the violation or permit it to continue, and any such person shall be required to correct or remedy such violation or defect within a reasonable time, and, when not otherwise specified, each ten days the prohibitive conditions are maintained shall constitute a separate offense. The application of a penalty shall not be held to prevent the enforced removal of a prohibitive condition.

(Code 1966, § 8-2.26)

Sec. 4-4-72. - Appeals.

Any person aggrieved by any decision of the building inspector or director of public works in carrying out the provisions of this article may, within five days after such decision, appeal to the council by filing a written notice thereof with the city clerk. The council shall hold a hearing on the matter and its decision thereon shall be final and conclusive.

(Code 1966, § 8-2.25)

Sec. 4-4-73. - Trimming trees; charges.

If the moving of any building requires any tree trimming, such tree trimming shall be performed by a street trimmer designated by the director of public works, and a charge in the amount per hour established by resolution shall be made for the services of such tree trimmer.

(Code 1966, § 8-2.19)

Sec. 4-4-74. - Inspections; charges.

Every building or structure, or section or portion thereof, which is moved over, upon, along, or across any street shall be moved under the inspection and supervision of the director of public works. The director of public works shall appoint an inspector for the moving of any building or structure and of each section or portion thereof; provided, however, that if two or more buildings or structures, or two or more sections or portions thereof, are being moved at the same time along a route so situated that one person can inspect the same, only one person shall be appointed therefor. Such inspection and supervision in each case shall be for such time as the director of public works shall deem necessary for the performance of such service, and a charge in the amount established by resolution for each two hours, or fraction thereof, shall be made for the time required for such inspection and supervision.

(Code 1966, § 8-2.20)

Sec. 4-4-75. - Police escorts; charges.

The director of public works shall notify the chief of police of the time of moving the building through the public streets. If the chief of police determines that the protection of the public requires a police escort, he shall provide such escort, and a charge per hour established by resolution, or fraction thereof, shall be made for such police escort.

(Code 1966, § 8-2.21)

Sec. 4-4-76. - Protection of streets.

- (a) It shall be the duty of any house mover, when required by the director of public works, to cause boards of sufficient strength to carry the load without breaking to be placed under all the rolls or wheels to serve as a runway for such rolls or wheels during the moving of any building or structure, or section or portion thereof, along every street improved in any other manner than by Portland cement, concrete, asphalt, or brick, and at no time shall such rolls or wheels be permitted to revolve except upon such board runway when the same is required by the director of public works.
- (b) The director of public works may direct that steel or rubber-tired dollies may be used where any building or structure is moved on any unimproved or oil gravel street.
- (c) If the equipment of the house mover is not sufficient for the work required, or if the street or the use of such street or the property of any public utility shall be at any time endangered or damaged by such moving, or if such house mover or his servants or employees at any time violate any of the terms, conditions, or restrictions of the house mover's permit required by the provisions of this article, either as to the size or dimensions of the building or structure being moved or the route of such moving or otherwise, the inspector shall report such fact to the director of public works, and when properly authorized by the director of public works, the inspector shall be empowered to stop the progress of such moving.

(Code 1966, § 8-2.22)

Sec. 4-4-77. - Damages to streets; charges for repairs.

If any street is damaged by reason of the moving of any building or structure, or section or portion thereof, the director of public works shall do such work as may be necessary to restore the street to as good a condition as the street was in prior to such damage, and shall charge the cost thereof to the

house mover to whom the permit was issued for the moving of such building or structure, or section or portion thereof.

(Code 1966, § 8-2.23)

Sec. 4-4-78. - Warning lights.

No person moving any building or structure, or section or portion thereof, over, upon, along, or across any street, alley, or sidewalk shall fail, neglect, or refuse to keep a red light burning at all times between sunset and sunrise at each corner of such building or structure, or section or portion thereof, and at the end of any projection thereon while the same, or any part thereof, is located in or upon any street, alley, or sidewalk.

(Code 1966, § 8-2.24)

Secs. 4-4-79—4-4-100. - Reserved.

DIVISION 2. - MOVING PERMIT

Sec. 4-4-101. - Required.

No person shall move any building or structure, or any portion thereof, over, upon, along, or across any public street, alley, or sidewalk without a written permit therefor from the director of public works. Such permit may be referred to as a house mover's permit.

(Code 1966, § 8-2.01)

Sec. 4-4-102. - Applications.

A separate application for a house mover's permit upon a form furnished by the director of public works shall be filed and a separate permit obtained for the moving of each separate building or structure, or portion of a building or structure. Each application for such permit shall show the following information:

- (1) The kind of building or structure to be moved;
- (2) The street location or other identifying description to which the building or structure is proposed to be moved;
- (3) The route over, along, across, and upon which such building or structure, or section or portion thereof, is to be moved;
- (4) The number of sections in which the building or structure is to be moved; and
- (5) The time when the building or structure is proposed to be moved and the time within which the removal is to be completed.

(Code 1966, § 8-2.02)

Sec. 4-4-103. - Application fees.

No house mover's permit shall be granted by the director of public works until the applicant shall have paid to the director of public works an application fee established by resolution for each permit requested.

(Code 1966, § 8-2.03)

Sec. 4-4-104. - Investigation of routes.

The director of public works, upon the receipt of an application for a house mover's permit shall immediately notify the chief of police that such application has been filed. The director of public works shall investigate the route designated in the application to ascertain whether the moving of the building can be made without damage to the trees adjacent to such route. If the moving would damage such trees, he shall prescribe another route which will not cause such damage.

(Code 1966, § 8-2.04)

Sec. 4-4-105. - Fees.

- (a) *Fees.* There shall be deducted from the deposits provided for in section 4-4-106 the sum established by resolution as a permit fee.
- (b) *Exemptions.* No permit fee shall be required for the moving of temporary buildings or structures over the public streets or alleys if such buildings or structures are to be used for governmental purposes.

(Code 1966, § 8-2.05)

Sec. 4-4-106. - Deposits.

- (a) Except as otherwise provided in subsection (b) of this section, no permit shall be issued to any house mover pursuant to the provisions of this article until the applicant therefor shall have deposited the sum established by resolution with the director of public works.
- (b) Any house mover may make and maintain with the director of public works a general deposit in the amount established by resolution, which general deposit shall be used for the same purpose as the special deposit provided for in subsection (a) of this section, and while such general deposit is maintained such house mover shall not be required to make such special deposit, but shall be required to comply with all the other provisions of this article.
- (c) In addition to the deduction for a permit fee, as provided in section 4-4-105, there shall also be deducted from each deposit the cost of the service of the inspector provided for in section 4-4-74, the cost of the tree trimmer provided for in section 4-4-73, the cost of the police escort provided for in section 4-4-75, and the cost of repairs, if any, made by the director of public works, as provided in section 4-4-77. The remainder of such deposit, if any, shall be refunded to the person making such deposit or to his assigns.
- (d) If the deposit made pursuant to the provisions of subsections (a) and (b) of this section shall not be sufficient to pay the costs of the services of the inspector, the police escort, the tree trimmer, and the repairs, if any, the person making such deposit shall, upon demand, pay to the director of public works a sufficient sum to cover all such costs. Upon the failure to pay such sum, it may be recovered by the city in any court of competent jurisdiction.

(Code 1966, §§ 8-2.06, 8-2.07)

Sec. 4-4-107. - Issuance; conditions.

No house mover's permit shall be issued by the director of public works until the building inspector has first issued to the owner of the premises to which the building is to be moved a relocation permit to relocate the particular building upon such premises. The applicant for a house mover's permit shall first furnish evidence that such relocation permit has been issued when such relocation permit is required by the provisions of this article.

(Code 1966, § 8-2.08)

Secs. 4-4-108—4-4-130. - Reserved.

DIVISION 3. - RELOCATION PERMIT

Sec. 4-4-131. - Required.

No person shall relocate any building or structure, or any portion thereof, upon any premises in the city without a permit therefor from the building inspector. Such permit may be referred to as a relocation permit. No relocation permit shall be required if the building or structure is to be moved to a place located outside the city or if the building or structure is to be used by a governmental agency for a governmental purpose.

(Code 1966, § 8-2.09)

Sec. 4-4-132. - Application.

- (a) Every application to the building inspector for a relocation permit shall be in writing upon a form furnished by the city clerk and shall set forth such information as the building inspector may reasonably require in order to carry out the purposes of this article. The application shall have attached thereto the following:
- (1) A photograph of the building;
 - (2) A plot plan showing the proposed location of the building; and
 - (3) A plan of reconstruction.
- (b) Upon the filing of the application for a relocation permit, the city clerk shall refer the matter to the building inspector who shall conduct such investigation as may be necessary to determine whether or not such permit should be issued and the conditions which may attach to the permit when issued. If the building inspector shall be required to go outside the city for such purpose, there shall be an additional charge per mile established by resolution.
- (c) Such application shall be filed with the city clerk, accompanied by an application fee in the amount established by resolution. Such application fee shall be in addition to the regular building permit fee required by the building code adopted pursuant to the provisions of chapter 1 of this title.

(Code 1966, §§ 8-2.10—8-2.12)

Sec. 4-4-133. - Denial.

No permit shall be issued to relocate any building or structure which, in the opinion of the building inspector, is so constructed or in such condition as to be dangerous, or which is infested with pests or is insanitary, or which, if it be a dwelling or habitation, is unfit for human habitation, or which is so dilapidated, defective, insanitary, or in such a condition of deterioration or disrepair that its relocation at the proposed site would be materially detrimental to the property or improvements in the district within a radius of 300 feet from the proposed site, or if the proposed use is prohibited by the zoning regulations of the city, or if the structure is of a type prohibited at the proposed location by any fire district regulation or by any other law or regulation. If the unlawful, dangerous, or defective condition of the building or structure proposed to be relocated is such that remedy or correction cannot practicably and effectively be made, the permit shall be denied.

(Code 1966, § 8-2.13)

Sec. 4-4-134. - Bonds.

- (a) No relocation permit shall be issued by the city clerk unless the applicant therefor shall first post with the city clerk a bond executed by the owner of the premises where the building or structure is to be located as principal, and a surety company authorized to do business in the state as surety. The bond, which shall be in form joint and several, shall name the city as obligee and shall be in an amount equal to the cost, plus ten percent, of the work required to be done in order to comply with all the conditions of such relocation permit, as such cost is estimated by the building inspector. In lieu of a surety bond, the applicant may post a bond executed by the owner as principal, and which is secured by a deposit in cash in the amount named in this section for a surety bond, and conditioned as required in the case of a surety bond. Such bond, as so secured, shall be referred to as a cash bond for the purposes of this article.
- (b) Every bond posted pursuant to the provisions of this article shall be conditioned as follows:
- (1) Each and all of the terms and conditions of the relocation permit shall be complied with to the satisfaction of the building inspector.
 - (2) All of the work required to be done pursuant to the conditions of the relocation permit shall be fully performed and completed within the time limit specified in the relocation permit or, if no time limit is specified, within 90 days after the date of the issuance by the director of public works of the house mover's permit provided for in this article. The time limit specified in this subsection or the time limit specified in any permit may be extended for good and sufficient causes by the building inspector. No such extension of time shall be valid unless in writing, and no such extension shall release any surety upon any bond.
- (c) The term of each bond posted pursuant to the provisions of this article shall begin upon the date of the posting thereof and shall end upon the completion, to the satisfaction of the building inspector, of the performance of all the terms and conditions of the relocation permit. Such completion shall be evidenced by a statement thereof signed by the building inspector, a copy of which shall be sent to any surety or principal upon request. When a cash bond has been posted, the cash shall be returned to the depositor or to his successors or assigns upon the termination of the bond, except any portion thereof which may have been used or deducted as provided in this article.

(Code 1966, §§ 8-2.14—8-2.16)

Sec. 4-4-135. - Issuance and conditions; remedies for breach of conditions.

- (a) If the condition of the building or structure to be relocated, in the judgment of the building inspector, admits of practicable and effective repair, the permit may be issued subject to appropriate conditions as provided in this section.
- (b) If the granting of a permit is not prohibited by the provisions of section 4-4-133, the building inspector may, after the necessary investigation, authorize the city clerk to issue a relocation permit and in authorizing such permit, may impose such terms and conditions as he may deem reasonable and proper including, but not limited to, the requirements of the changes, alterations, additions, or repairs to be made to or upon the building or structure to the end that the relocation thereof shall not be materially detrimental to the public welfare or to the property and improvements, or either, in the district within a radius of 300 feet of the proposed site to which such building or structure is to be moved.
- (c) Whenever the building inspector shall find that a default has occurred in the performance of any term or condition of any permit, a written notice thereof shall be given to the principal and to the surety of the bond. Such notice shall state the work to be done, the estimated cost thereof, and the

period of time deemed by the building inspector to be reasonably necessary for the completion of such work.

- (d) After the receipt of such notice, the surety shall, within the time therein specified, either cause the required work to be performed or, failing therein, pay over to the building inspector the estimated cost of doing the work, as set forth in the notice, plus an additional sum equal to ten percent of the estimated cost. Upon the receipt of such moneys, the building inspector shall proceed by such mode as he deems convenient to cause the required work to be performed and completed, but no liability shall be incurred therein other than for the expenditure of such sum in hand therefor.
- (e) If a cash bond has been posted, notice of default, as provided in this section, shall be given to the principal, and if compliance is not had within the time specified, the building inspector shall proceed without delay and without further notice or proceedings whatever to use the cash deposit, or any portion of such deposit, to cause the required work to be done by contract or otherwise in the discretion of the building inspector. The balance, if any, of such cash deposit shall, upon the completion of the work, be returned to the depositor or to his successors or assigns after deducting the cost of the work, plus ten percent thereof.
- (f) When any default has occurred on the part of the principal under the provisions of subsections (c) and (d) of this section, the surety shall have the option, in lieu of completing the work required, to demolish the building or structure and to clear, clean, and restore the site. If the surety shall default, the building inspector shall have the same option.
- (g) In the event of any default in the performance of any term or condition of the relocation permit, the surety, any person employed or engage on its behalf, the building inspector, or any person employed or engaged on his behalf shall have the right to go upon the premises to complete the required work or to remove or to demolish the building or structure.
- (h) No person shall interfere with or obstruct the ingress or egress to or from any such premises by any authorized representative or agent of any surety or of the city engaging in the work of completing, demolishing, or removing a building or structure for which a relocation permit has been issued after a default has occurred in the performance of the terms or conditions of such permit.

(Code 1966, §§ 8-2.17, 8-2.18)

Secs. 4-4-136—4-4-170. - Reserved.

ARTICLE 4. - BUILDING NUMBERING

Sec. 4-4-171. - Conformance with article provisions.

All space and house numbering in the city shall be made to conform with the provisions of this article.

(Code 1966, § 8-3.01)

Sec. 4-4-172. - Supervision.

All space and building numbering shall be under the supervision and direction of the director of public works.

(Code 1966, § 8-3.02)

Sec. 4-4-173. - Duty of owners and occupants.

- (a) All entrances to buildings and enclosures from the public streets of the city shall be numbered as provided in this article, and the duty of such numbering is hereby imposed upon the owner and also upon the occupant of the building or enclosure to which any such entrance belongs or appertains.
- (b) All owners or persons in charge of buildings or enclosures shall cause the proper numbers to be placed upon such buildings or enclosures in conformity to the numbers required by the provisions of this article.

(Code 1966, § 8-3.03)

Sec. 4-4-174. - Size and location of numbers.

The appropriate numbers in figures not less than two inches high shall be placed upon the building or enclosure or in some conspicuous place which is visible from the street in front of such building or enclosure.

(Code 1966, § 8-3.04)

Sec. 4-4-175. - Numbers allotted per block.

One hundred numbers are hereby allotted to each block, including the two sides of a street, a number to each and every 12½ feet of frontage.

(Code 1966, § 8-3.05)

Sec. 4-4-176. - Odd and even numbers.

The even numbers shall be on the south and east sides of the streets, and the odd numbers shall be on the north and west sides of the streets.

(Code 1966, § 8-3.06)

Sec. 4-4-177. - Streets running north and south.

On streets running north and south, the numbers in full blocks shall begin with numbers one and two on the respective sides of the numbered streets, beginning at North Avenue. The numbers shall run consecutively upward, as affected by the provisions of section 4-4-175 allotting 100 numbers to each block, south from North Avenue, and so arranged that the numbers from one to 99 shall lie between North Avenue and First Avenue. The numbers 100 to 199 shall lie between First Avenue and Second Avenue, and so continuing to South Avenue.

(Code 1966, § 8-3.07)

Sec. 4-4-178. - Avenues running east and west.

On avenues running east and west, the numbers in full blocks shall begin with numbers one and two on the respective sides of the numbered avenues, beginning at East Avenue. The numbers shall run consecutively upward, as affected by the provisions of section 4-4-175 allotting 100 numbers to each block, west from East Avenue, and so arranged that the numbers from one to 99 shall lie between East Avenue and First Street. The numbers 100 to 199 shall lie between First Street and Second Street, and so continuing to West Avenue.

(Code 1966, § 8-3.08)

Sec. 4-4-179. - Removal or destruction of numbers.

Any person removing, destroying, or mutilating any correct number placed as required by the provisions of this article shall immediately replace the same with another such number to comply with the requirements of this article.

(Code 1966, § 8-3.09)

ARTICLE 5. - SAFETY ASSESSMENT PLACARDS

Sec. 4-4-180. - Intent.

This chapter establishes standard placards to be used to indicate the condition of a structure for continued occupancy. The chapter further authorizes the building official and his or her authorized representatives to post the appropriate placard at each entry point to a building or structure upon completion of a safety assessment.

(Ord. No. 456, § 2(Att. A), 11-16-2010)

Sec. 4-4-181. - Application of provisions.

The provisions of this chapter are applicable to all buildings and structures of all occupancies regulated by the city. The city council may extend the provisions as necessary.

(Ord. No. 456, § 2(Att. A), 11-16-2010)

Sec. 4-4-182. - Definitions.

Safety assessment is a visual, non-destructive examination of a building or structure for the purpose of determining the condition for continued occupancy.

(Ord. No. 456, § 2(Att. A), 11-16-2010)

Sec. 4-4-183. - Placards.

- (a) The following are verbal descriptions of the official jurisdiction placards to be used to designate the condition for continued occupancy of buildings or structures. Copies of actual placards are attached.
- (1) INSPECTED - Lawful Occupancy Permitted is to be posted on any building or structure wherein no apparent structural hazard has been found. This placard is not intended to mean that there is no damage to the building or structure.
 - (2) RESTRICTED USE is to be posted on each building or structure that has been damaged wherein the damage has resulted in some form of restriction to the continued occupancy. The individual who posts this placard will note in general terms the type of damage encountered and will clearly and concisely note the restrictions on continued occupancy.
 - (3) UNSAFE - Do Not Enter or Occupy is to be posted on each building or structure that has been damaged such that continued occupancy poses a threat to life safety. Buildings or structures posted with this placard shall not be entered under any circumstance except as authorized in writing by the building official, or his or her authorized representative. Safety assessment teams shall be authorized to enter these buildings at any time. This placard is not to be used or considered as a demolition order. The individual who posts this placard will note in general terms the type of damage encountered.
- (b) The ordinance number from which this section derives, the name of the jurisdiction, its address, and phone number shall be permanently affixed to each placard.

- (c) Once it has been attached to a building or structure, a placard is not to be removed, altered or covered until done so by an authorized representative of the building official. It shall be unlawful for any person, firm or corporation to alter, remove, cover or deface a placard unless authorized pursuant to this section.

(Ord. No. 456, § 2(Att. A), 11-16-2010)



ITEM NO. 7

COUNCIL AGENDA ITEM

JULY 7, 2015

PREPARED BY: Sean Scully, City Manager
Chief Doug Dunford

SUBJECT: **SECOND READING: Adoption of Ordinance of the City Council of the City of Gustine Replacing Title 7 Chapter 7 Article 5 Pertaining to Anti-Graffiti Rules and Regulations**

BACKGROUND/DISCUSSION:

In early June the Council considered a first reading of the an ordinance (attached) revising and replacing the anti-graffiti rules and regulations. The Council held a public hearing on the matter and considered feedback from the public. The Council then voted to waive the first reading and proceed forward with consideration as the ordinance was presented. Please see attachment 2 (original staff report) for an in depth review of the contents of the ordinance. Since the time of the last public hearing on this matter staff have received one comment letter (exhibit c) on the ordinance.

RECOMMENDATION:

City Council to conduct a public hearing, then consider a motion to consider waiving the second reading and approving Ordinance XXXX replacing Title 7 Chapter 7 Article 5 pertaining to anti-graffiti rules and regulations.

EXHIBIT:

- A) Ordinance No. 467
- B) Staff Report from June 2, 2015
- C) Comment letter regarding proposed ordinance

APPROVED BY:

SEAN SCULLY, CITY MANAGER

ORDINANCE NO. 467

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUSTINE REPEALING AND REPLACING TITLE 7 CHAPTER 7 ARTICLE 5 OF THE GUSTINE MUNICIPAL CODE PERTAINING TO ANTI-GRAFFITI RULES AND REGULATIONS

THE CITY COUNCIL OF THE CITY OF GUSTINE DOES ORDAIN AS FOLLOWS:

SECTION 1 - Title 7 Chapter 7 Article 5 of the Gustine Municipal Code is hereby repealed and replaced in its entirety with the following:

Section 7-7-261 - Findings and declaration:

- A. The Gustine City Council finds that graffiti on public and private property contributes to the creation of blight, depreciates the value of property and visually detracts from neighborhoods. Graffiti also encourages other acts of malicious vandalism and generally lowers the quality of life in the City. The City Council further finds that graffiti is frequently tied to gang-related or other potential criminal activities and its presence encourages the proliferation of additional graffiti unless promptly abated.
- B. In order to promote the health, safety and welfare of the public and community, the ordinance codified in this chapter is adopted to alleviate vandalism and halt the spread of such nuisances as allowed for in Government Code Section 53069.3. It is declared that graffiti is a prohibited obnoxious activity and a nuisance.

Section 7-7-262 Definitions:

- A. "Graffiti" means any act which results in the altering or defacing of any real property through the use of: paint, spray paint, markers, paint sticks, glass etching tools, objects, or other substances capable of destroying public or private property.
- B. "Prohibited obnoxious graffiti" means graffiti having any of the following characteristics deemed to:
 - 1. Insult or incite hatred of or contempt for any racial, religious or ethnic group;

2. Include or make reference to the name of any gang, or words or symbols which are associated with a gang or gangs;
3. Insult or threaten any identifiable individual or group;
4. Have obscene or indecent language or pictures;
5. Be an eyesore to the neighborhood or community or which tends to attract more graffiti.

- C. "Unauthorized" means without the explicit consent of the owner or person in possession of, or the party responsible for, the affected private property, or the public official responsible for the public property.

Section 7-7-263 GRAFFITI prohibited:

- A. It is unlawful for any person to scratch, carve, paint, chalk, or otherwise apply any unauthorized graffiti on any public or privately owned building, fence, structure, or other property.
- B. It is unlawful for any person to maintain, permit or allow any graffiti to be placed upon or to remain upon any structure within his or her control, possession or ownership when the graffiti is visible by a person utilizing any public right of way in the city such a highway, road or alley.

Section 7-7-264 Reporting graffiti:

- A. The City may pay a reward to any person who provides information which leads to the arrest of any person who applies any drawing, inscription, figure or mark, commonly known as graffiti, to a surface of a public or private property, as established from time to time by the City Manager. The Amount of any reward paid in conjunction with this section may be sought from the person arrested and convicted as restitution in addition to any other restitution associated with the removal of the graffiti.
1. The person committing the graffiti or if an un-emancipated minor, then the custodial parent of the minor, shall be liable for any reward paid pursuant to this section.

2. For the purposes of this section, diversion of the offending violator to a community service program or a plea bargain to a lesser offense shall constitute a conviction.
3. In the event there are multiple contributors of information, the reward amount shall be divided by the City in the manner it shall deem appropriate.

Section 7-7-265 Sale, possession of graffiti materials:

A. Sign Required. Any person engaged in the retail sale of aerosol containers or paint and other liquid substances capable of being used to deface property must display at the location of retail sale a legible sign not smaller than eight and one half by eleven inches (8.5" X 11") clearly visible to employees and customers which states:

Possession by or sale to any individual under the age of 18 years of age, who is not accompanied by a responsible adult, of: any aerosol container of paint or other liquid substances or markers with a marking tip of one quarter inch or more in width, glass etching tool, paint stick or similar implement capable of defacing property; is unlawful.

B. It is unlawful for any person, firm or corporation doing business within the City to store, stock, keep or display for sale or transfer any aerosol spray paint container, or any indelible ink marker pen with a tip exceeding one quarter inch in width, in an area other than a place that is locked and secure or is otherwise made unavailable to the public and which is accessible only to employees of such business.

C. It is unlawful in the City for any person to sell, loan, give, exchange or cause or permit to be sold, given, loaned or exchanged any pressurized can(s) containing any substance commonly known as paint or dye capable of defacing property to any minor under the age of 18 years, unless such person is accompanied by the parent or legal guardian of such minor. No person under the age of 18 years shall purchase any pressurized can(s) containing paint or dye.

D. It is unlawful for minor persons to have in their possession any aerosol spray containing any substance commonly known as paint, capable of defacing property while upon any public highway, street, alleyway, park,

playground, swimming pool or other public place, whether such minor is or is not in an automobile, vehicle or other conveyance.

1. This section shall not apply if such minor is in possession of any aerosol spray can in order to perform a task as directed by the minor's parent, guardian, instructor or employer, and if that task would not be a violation of this chapter is conducted by an adult.

Section 7-7-266 Graffiti removal:

- A. Removal of graffiti, upon discovering its existence on private or public property within the City, shall be the responsibility of the Chief of Police or his designee who shall be authorized to provide for the removal of the graffiti in accordance with state law and established City procedures.
 1. Private Property. It shall be the responsibility of the property owner, or manager or person in control to remove the graffiti on private property within 48 hours of receipt of notification by the City of the obligation to do so.
 2. Public Property. Whenever the Public Works Director, Chief of Police or their designee determines that graffiti exists upon property owned by the City, it shall be removed within 24 hours, or on the weekends as soon as possible, but certainly no longer than is the required removal standards set forth for the private property owners.
- B. Whenever the City becomes aware or is notified and determines that graffiti is located on public or privately owned property viewable from a public place within the City, the City shall be authorized to remove the graffiti or in the case of private property have the owner assume responsibility for such removal. If a private property owner fails to remove the graffiti within 48 hours, the City shall be authorized to remove the graffiti.
 1. The City shall not repair or repaint any area more extensive than that where the graffiti is located unless

the Chief of Police or designee determines in writing that a more extensive area is required to be repainted or repaired in order to avoid an aesthetic disfigurement to the neighborhood or community unless the responsible party agrees to pay for the costs of repainting or repairing the graffiti and the more extensive area as well.

2. Prior to any graffiti abatement conducted by the City on private property or public property owned by another public agency, the responsible party shall be required to execute a written release, prepared by the City, holding the City harmless and acknowledging that the covering may not match the color of the structure upon which it is placed.
- C. Any person applying graffiti within the City shall have the duty to remove same in a manner approved by the City within 24 hours after notice by the City or the public or private owner of the property involved. The notice to the person applying the graffiti shall be in writing.
- D. Form of Notice to Remove. A two-day day notice of intention to abate or remove the graffiti shall be mailed by certified mail or hand-delivered to the owner(s) of the property or agents and to any individual(s) who are responsible for causing the graffiti. The notice shall advise that if the graffiti is not removed within the time frame set forth in the notice, the City shall remove the graffiti and assess the costs to the property owner and/or the individual(s) responsible. If a responsible individual is a minor, costs shall be assessed to the parents or guardians of that minor and reimbursement sought for the victim(s) of unauthorized graffiti placement through the Civil Code.
1. Service of notification is complete at the time of deposit in the mail or when personal delivery has been made. The failure of any person to receive such notice shall not affect the validity of any legal proceedings regarding removal of graffiti.

Section 7-7-267 Graffiti Abatement Process:

- A. Graffiti Abatement Process. Failure of the property owner, manager or person in control to remove graffiti within the 48 hour period shall constitute a public nuisance and, upon discovery of such nuisance, the City shall notify the owner or manager or person in control that the nuisance shall be abated by the City at private expense.
- B. Summary Abatement.
 - 1. Graffiti located on privately owned structures on privately owned property with the City so as to be capable of being viewed by a person utilizing any public right of way, may be removed by the City at the owner's expense as a public nuisance after service of a notice to abate as set forth in this chapter.
 - 2. Whenever the Chief of Police or his/her designated representative is appraised of the presence of graffiti located on privately owned real property within the City, the Chief of Police or his/her designated representative may cause a written notice to abate such graffiti to be served upon the owner of the effected premises as such owner's name, address appear on the last equalized assessment roll.
- C. Contents of Notice to Abate:
 - 1. Contents of the notice to abate the graffiti shall be in accordance with Title 3 of Chapter 2 of Article 2 of the Gustine Municipal Code, provided that in the event of any inconsistency respecting the time period or process for removal of the graffiti, this chapter shall control.
- D. Service of Notice:
 - 1. The service of notice to abate shall be in accordance with Chapter Title 3 of Chapter 2 of Article 2 of the Gustine Municipal Code.

Section 7-7-268 Hearings and Appeals:

1. Hearing and Appeals: Hearing and appeals of the order of abatement of graffiti shall be conducted in the same manner provided in Chapter 7 of Title 2 of the Gustine Municipal Code with regard to administrative citations. However, in the event of any appeal, the City Manager, and not the Planning Commission, shall act as the hearing officer pursuant to the procedures in Article 3 of Chapter 7 of Title 2.

Section 7-7-269 Summary of Abatement Costs:

A. Cost of Abatement:

1. The Chief of Police or his/her representative, shall keep an account of the costs and expenses, including all direct and indirect costs and expenses in abating such graffiti, and shall render a written itemized statement of such costs to the persons receiving the notice to abate.
2. Such person or persons receiving the notice to abate shall be liable to the City for any and all costs and expenses to the City involved in abating the graffiti.

Section 7-7-270 Assessment of Costs – Lien against property:

- A. If payment is not received, the itemized statement may be submitted in writing to the code enforcement officer. Any such report may include the abatement costs, fees, and penalties for any number of properties and abatements, whether or not such properties are contiguous.
- B. Upon receipt of the itemized report, the code enforcement officer, or his/her designee, shall serve notice of the lien in the same manner as summons in a civil action in accordance with the Code of Civil Procedure Section 415.0 et seq. If the owner of record after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten days and publication thereof in the Gustine newspaper or other newspaper of general circulation in Merced

County. The period of notice commences upon the first day of publication and terminates at the end of the tenth day, including therein the first day. Publication should be made on each day on which the newspaper is published during the ten day period.

- C. After notice has been served, the lien shall be recorded in the Merced County Recorder's Office and, from the date of the recording, shall have the force, effect and priority of a judgement lien.
- D. The lien shall identify:
 - 1. The Amount of the lien
 - 2. The City as the agency on whose behalf the lien was imposed;
 - 3. The date of the abatement order;
 - 4. The street address, legal description and assessor's parcel number of the parcel on which the lien is imposed; and
 - 5. The name and address of the recorded owner of the parcel.
- E. In the event that the lien is discharged, released or satisfied, through either payment or foreclosure, notice of the discharge containing the information specified in subsection D of this section shall be recorded by the code enforcement officer.
- F. A lien may be foreclosed by an action brought by the City for a money judgement.
- G. The City may recover from the property owner any costs incurred in the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

Section 7-7-271 Actions to ease removal of graffiti:

- A. All utilities operating in the City shall paint their above ground facilities with a uniform paint type and color which meets the approval of the City.

- B. All encroachment permits issued by the City shall, among other things, be considered on:
1. The permittee applying an anti-graffiti material to the encroached object that is acceptable to the City Manager, or his/her designee;
 2. The permittee immediately removing any graffiti;
 3. The right of the City to remove graffiti or to paint the encroaching object;
 4. The permittee providing the city with sufficient matching paint and /or anti-graffiti material on demand for use in the painting of the encroaching object containing graffiti.
- C. In approving tentative subdivision or parcel maps, conditional use permits, variances or other discretionary land use entitlements, the City may consider imposing any or all of the following conditions, or other similar or related conditions, at the public hearing required by law for approval of the entitlement:
1. The developer shall apply an anti-graffiti material, if possible, of a type and color that is acceptable to the City Manager, his/her designee, to publically viewable surfaces on improvements to be constructed on the site deemed by the City Manager, or his/her designee, to be likely to attract graffiti (graffiti attracting surfaces").
 2. The developer shall grant, prior to sale of any of the parcels comprising said map, the right of access to such parcels, upon 48 hours posting of notice, to the City for the purpose of removing or "painting over" graffiti from graffiti-attracting surfaces previously designated by the City Manager or designee, and the right to remove such graffiti;
 3. The developer shall, for a period of two years after the sale of the developer's final lot, provide the City with sufficient matching paint and/or anti-graffiti material

upon demand for use in painting over or removal of designated graffiti-attracting surfaces.

- 4 The developer shall covenant, either as a part of the conditions, covenants and restrictions, or as separate covenants recorded against individual lots, prior to sale of same, such covenant to run with the land and be for the benefit of the City, in a form satisfactory to the City, that the owner of the lot(s) shall immediately remove any graffiti placed thereon.

Section 7-7-272 Prevention:

- A. Any applicant for: design, review approval, conditional-use permit, special use permit, unclassified use permit, development agreement, or other form of development or building permit; shall, to the extent deemed feasible by the City Manager or his/her designee, have designed any structures visible from any public place in such a manner to consider prevention of graffiti, including, but not limited to, the following:
 1. Use of protective coating to provide for the effective and expeditious removal of graffiti
 2. Use of additional lighting
 3. Use of nonsolid fencing
 4. Use of landscaping designed to cover large expansive walls such as ivy or similar clinging vegetation
 5. Use of architectural design to break up long continuous walls or solid areas.
- B. Retrofitting Existing Graffiti-Attracting Surfaces – Nonresidential Structures. The following requirements may be incorporated in any order during an abatement hearing:
 1. The owner of the property on which is located a surface of a structure other than residential which has been defaced with graffiti more than five times in a 12 month period, or has immediate area surrounding said surface, shall permit the City to enter upon and make modifications thereto, which modifications shall include such features or qualities as may be established by the City as necessary to reduce

the attractiveness of the surface for graffiti or as necessary to permit more convenient removal thereof.

2. The owner of any surface of a structure on a parcel of land placed in any land use other than residential which has been defaced with graffiti more than five times in a 12 month period, or immediate area surrounding said surface, shall retrofit, at the cost of the property owner of said lot, such features or qualities as may be established by the City as necessary to permit the convenient or efficient removal thereof. In exercising the authority hereunder, the City may not impose a cost on the property owner greater than three times the cost of one year's expense to the property of graffiti removal.

Section 7-7-273 Alternative means to enforcement:

Nothing in this chapter shall be deemed to prevent the City Council from authorizing the City Attorney to commence any other available civil or criminal proceeding to abate a public nuisance under applicable provisions of state law as an alternative to the proceedings set forth in this chapter.

Section 7-7-274 Severability

If any provision, clause, sentence or paragraph of this chapter, or application thereof to any person or circumstances be held invalid, such invalidity shall not affect other provisions or applications of the chapter which can be given effect without the invalid provision or applications and, therefore the provisions of this chapter are declared to be severable.

SECTION 2 – This ordinance shall take effect and be in full force 30 days from and after its adoption, and prior to the expiration of 15 days thereof, a summary shall be published once in a Gustine newspaper of general circulation, circulated and published in the City of Gustine, State of California. A certified copy of the full text of such adopted ordinance or amendment shall be posted in the office of the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Gustine this by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

Mayor

ATTEST:

Approved as to form:

City Clerk

City Attorney



COUNCIL AGENDA ITEM

JUNE 2, 2015

PREPARED BY: Sean Scully, City Manager
Chief Doug Dunford

SUBJECT: **Consideration of Introducing and Waiving Further Readings of an Ordinance of the City Council of the City of Gustine Replacing Title 7 Chapter 7 Article 5 Pertaining to Anti-Graffiti Rules and Regulations**

BACKGROUND/DISCUSSION:

In early 2003, Council adopted a Graffiti Ordinance. Since that time, case law and some local incidents have necessitated some revisions to the ordinance. In the past three months incidents of graffiti have skyrocketed causing significant staff time and City resources for resolution. In response to this increasingly frequent crime, staff conducted a review of the current Graffiti Ordinance in order develop code revisions that would allow for a speedier response to graffiti as well as more tools combat this crime.

Staff has changed our response to graffiti abatement and proposes a new ordinance. The new ordinance provides the following:

1. Clear definitions
2. Shorter abatement times (for graffiti on private property the compliance timeline goes from 10-12 days to 2 days)
3. Establishing a compliance timeline for graffiti on public property
4. The ability to offer rewards for information leading to an arrest of those applying graffiti (which can be recovered from the perpetrator when a conviction is made)
5. Accountability for the city as well as the property owners
6. Rules regarding the sale and possession of graffiti materials
7. Appeal and hearing procedures
8. Actions to prevent and ease removal of graffiti (including the ability to require prevention related conditions be placed on future development projects)
9. Attorney fee and cost recovery

Staff has been working with the City Attorney during this time to bring a fair and balanced ordinance forward. This new ordinance makes sure that the safety,

health and welfare of the citizens of Gustine are protected. The new ordinance also sets forth a variety of measures that will not only give staff the ability to react to reports of graffiti much faster but also to put in place measures to prevent it from happening in the first place. Staff has looked at various issues relating to graffiti and feel this proposed ordinance is equitable to everyone and gives the community the best chance of minimizing these occurrences moving forward.

FISCAL IMPACT:

None

RECOMMENDATION:

Council consider introducing and waiving further readings of an ordinance replacing Title 7 Chapter 7 Article 5 pertaining to Anti-Graffiti Rules and Regulations.

EXHIBIT:

A) Proposed new ordinance

APPROVED BY:



SEAN SCULLY, CITY MANAGER



June 29, 2015

Gustine City Council
352 Fifth Street
Gustine, CA 95322

Re: Proposed Ordinance, “Replacing Title 7 Chapter 7 Article 5 Pertaining to Anti-Graffiti Rules and Regulations”

Dear City Manager Scully,

The Graffiti Resource Council (GRC) urges you to remove the new lock-up requirements contained in the proposed repeal and replacement of Title 7, Chapter 7, Article 5 of the Gustine Municipal Code.

The GRC is a nonprofit organization whose primary goal is to prevent graffiti vandalism and provide creative solutions that promote graffiti-free communities. The GRC is funded by the aerosol coatings industry concerned about the negative impact of graffiti vandalism on America’s communities. The GRC provides information, education, and policy advice to cities to assist them in formulating effective policies and programs to prevent or reduce graffiti vandalism.

The GRC appreciates the need to take a comprehensive, firm stance against graffiti vandalism in the City of Gustine. It is clear that the City has worked hard to address the problem at hand, creating a comprehensive proposed ordinance in order to allow for a speedier response to graffiti as well as more tools to combat graffiti vandalism. However, the GRC is strongly concerned that the proposed lock up provisions in this ordinance will do little to accomplish the goal of preventing graffiti vandalism and will be overly burdensome on retailers and legitimate consumers. In particular, the GRC recommends removal of the proposed Section 7-7-265 Sale, Possession of Graffiti Materials, part B:

It is unlawful for any person, firm or corporation doing business within the City to store, stock, keep or display for sale or transfer any aerosol spray paint container, or any indelible ink marker pen with a tip exceeding one quarter inch in width, in an area other than a place that is locked and secure or is otherwise made unavailable to the public and which is accessible only to employees of such business.

There is no evidence that lockup requirements have eliminated graffiti vandalism. The principal concern with applying retail controls to the graffiti problem is that they do not eliminate graffiti vandalism, and instead they place a burden on legitimate consumers and businesses, particularly small businesses. For example, the City of Gustine has about three retailers that sell spray paint: Dollar General, Coast to Coast Hardware, and NAPA Auto Parts.



This policy would unfairly target and hurt these small businesses as they would be required to acquire cages to lock up spray paint, and ensure they have enough employees available at all times to unlock these cabinets every time a customer is considering purchasing spray paint. Also, by taking a legitimate consumer product off of open shelves and requiring floor personnel to assist customers, these laws add time and inconvenience to the consumer purchase decision, thus dramatically cutting sales for these businesses. Not only are aerosol coating sales reduced by approximately one third with lock up, but lock up also reduces ancillary sales (products typically purchased along with spray paint) and walk-in sales. This negative effect on retail sales results in a loss of valuable sales tax revenue for a city.

Further, there are practical concerns with the lock up policy. The idea behind lock up is to prevent theft of graffiti implements used to commit vandalism or prevent minors from purchasing it. But, because graffiti vandals have alternative ways to acquire spray paint, retail controls practically cannot control the supply. Graffiti vandals have numerous alternative sources of paint and other tools, and graffiti vandals who are not minors (over the age of 18) can still commit the crime after purchasing the product legally from a retailer. Or, graffiti vandals can also purchase spray paint online and avoid retail stores altogether. Therefore, a lock up regulation is almost irrelevant to eliminating graffiti vandalism.

Although the GRC applauds the City Council's efforts to combat graffiti vandalism, it opposes the lock up requirements. The GRC recommends more comprehensive approaches involving education, law enforcement, community involvement (volunteer, arts and mural programs), and most importantly, swift abatement. The GRC supports many ideas and aspects of this proposed ordinance, including its fast and clearly-defined abatement procedures, reward program, and policies to ensure accountability for property owners and the city. Additionally, the GRC supports the section requiring applicants for development projects or building permits consider graffiti prevention in their design, such as the use of protective coatings. In fact, the GRC has developed a web-based *MarketPlace*¹ featuring products and services for the prevention and removal of graffiti, including options for graffiti-preventative coatings.

As an alternative to lock up, the GRC welcomes the City Council to look at its effective program *Responsible Retailing*² that embraces the International Municipal Lawyer's Association (IMLA) model anti-graffiti regulation, which contains sale and display provisions. It is used successfully by many local governments around the country, consisting of 1) signage, 2) prudent display of aerosol coatings and markers, 3) employee training, and 4) a policy governing sales to minors.

¹ The *MarketPlace* is easily accessible from a link on the GRC website, or directly via www.antigrffitimarketplace.com

² For more information on *Responsible Retailing*, please see <http://anti-graffiti.org/resources/regulations>.



This program gives businesses the much-needed flexibility to display aerosol paint or markers in a way that places them in the line-of-sight of customer service personnel, either directly or through the use of mirrors, cameras or other devices, during all times the store is open to the public. This option is a practical way to monitor these displays and ensure a secure environment that will discourage theft. *Responsible Retailing* provides the security necessary to prevent illegal access to products by graffiti vandals and retains legitimate business.

We welcome the opportunity to discuss this issue with you in more detail. Please feel free to contact Javaneh Nekoomaram, Advocacy Counsel at jnekomaram@paint.org or at (202) 719-3715; or Executive Director Heidi McAuliffe at hmcauliffe@paint.org or at (202) 719-3686.

Sincerely,

Javaneh Nekoomaram, Esq.
Advocacy Counsel

Heidi McAuliffe, Esq.
Executive Director



COUNCIL AGENDA ITEM

JULY 7, 2015

PREPARED BY: Sean Scully, City Manager

SUBJECT: Consider a Resolution of Intention to Establish, Levy and Collect Assessments for Districts Formed Under the Landscaping and Lighting Act of 1972.

BACKGROUND/DISCUSSION

The attached Resolution is the second step in the yearly process of establishing and levying assessments for assessment districts formed under the Landscaping and Lighting Act of 1972. The City has three assessment districts: The Citywide Assessment District, The Southport Assessment District, and the Borrelli Assessment District.

By adopting the Resolution of Intention, the City Council states its intention to levy and collect assessments within its three assessment districts; directs interested parties to refer to the Engineer's Report (which is on file and available for public review at the City Clerk's office in addition to being attached to this staff report), calls for a Public Hearing, and directs the City Clerk to notice the Public Hearing. Assessment districts are designed to cover the lighting and landscaping related costs for public facilities. Staff works very hard to ensure that expenditures in the districts are kept within budget so that rate increases are kept within reason.

FISCAL IMPACT:

Due to the fact that LLD rates are tied to actual budget experience as well as anticipated expenditures. For the coming fiscal year the rates changes are as follows:

Citywide Assessment District - 5.6% increase (\$5.08 increase per parcel over the previous year for a \$90.00 per parcel total assessment).

Borrelli Assessment District - .02% increase (\$0.40 increase per parcel over the previous year for a \$190.10 per parcel total assessment)

Southport Assessment District - No Change (\$47.10 per parcel, this district is locked in at this rate)

The engineers reports is attached and will be provided at the time of meeting as well as made available for any member of the public who would like to review them. The actual decision on the LLD rates will not take place until the time of

the public hearing which will take at the August 18th, 2015 City Council meeting. The time period between now and then provides Council and the public a chance to review the report and provide comments/feedback on the engineers report.

RECOMMENDATION:

Approve Resolution as submitted.

EXHIBIT

- A) Resolution of Intention
- B) Engineers Reports, Assessment Maps

RESOLUTION 2015-XXX

A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE TO ORDER ASSESSMENTS

CITYWIDE ASSESSMENT DISTRICT NO. 95-1; SOUTHPORT ASSESSMENT DISTRICT; BORRELLI ASSESSMENT DISTRICT

(Pursuant to the Landscaping and Lighting Act of 1972)

The City Council of the City of Gustine resolves:

1. The City Council intends to levy and collect assessments within the Citywide Assessment District No. 95-1, the Southport Assessment District, and the Borrelli Assessment District during the fiscal year 2015-2016. The area of land to be assessed is located in the City of Gustine, Merced County.
2. In accordance with this Council's resolution directing the filing of an annual report, Mario Gouveia, Engineer of Work, has filed with the City Clerk the report required by the Landscaping and Lighting Act of 1972. All interested persons are referred to that report for a full and detailed description of the improvements, the boundaries of the assessment districts and the proposed assessments upon assessable lots and parcels of land within the assessment districts.
3. On Tuesday, the 18th day of August, 2015, at 6:30 P.M., the City Council will conduct a public hearing on the question of the levy of the proposed annual assessment. The hearing will be held at the meeting place of the City Council located in the City Hall, 352 Fifth Street, Gustine, California.
4. The City Clerk is authorized and directed to give the notice of hearing required by the Landscaping and Lighting Act of 1972.

PASSED AND ADOPTED by the City Council of the City of Gustine on July 7th, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Dennis Brazil, Mayor

ATTEST:

Deputy City Clerk



ITEM NO.9

COUNCIL AGENDA ITEM

JULY 7, 2015

PREPARED BY: Sean Scully, Assistant City Manager

SUBJECT: **Consider a Resolution of the City Council of Gustine Authorizing the City Manager to File Regional Surface Transportation Program (RSTP) Estimate Exchange Funds Claim for Fiscal Year 2014/15**

BACKGROUND/DISCUSSION:

The City of Gustine has been informed by the Merced County Association of Governments (MCAG) that it has received information from Caltrans on the Fiscal Year 2014/15 RSTP allocation funds. It is now appropriate to follow the procedure to claim the estimated funding that has been allocated to the City of Gustine.

Enclosed with this staff report, is material from MCAG which addresses the apportionment process for receipt of RSTP funding for Fiscal Year 2014/15. A resolution authorizing the City Manager to file Regional Surface Transportation Program (RSTP) Estimate exchange funds claim for fiscal year 2014/15 must now be approved in order to commence the process for receipt of these funds. Following approval of the resolution, staff will proceed to complete and file the claim forms necessary to receive the funds to which the City is entitled. The estimated amount available for the City of Gustine to claim is approximately **\$59,209.00**.

RECOMMENDATION:

That the City Council approve the attached Resolution authorizing the City Manager to file Regional Surface Transportation Program (RSTP) Estimated Exchange funds claim for Fiscal Year 2014/15.

EXHIBITS:

- A) Resolution 2015-XXXX Authorizing the City Manager to File the RSTP Exchange Funds Claim for Fiscal Year 2014-2015.
- B) Materials Provided by MCAG.

APPROVED BY:

SEAN SCULLY, CITY MANAGER