



AGENDA
CITY OF GUSTINE
CITY COUNCIL
COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
OCTOBER 16, 2018 – 6:30 P.M.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phones.

ROLL CALL

Council Members: Craig – Turner – Oliveira – Mayor Pro Tem Nagy - Mayor Oliveira

PRESENTATIONS

1. **Certificate of Recognition**
Diana Serra Cary

2. **Certificate of Recognition**
Gustine Volunteer Fire Department

PUBLIC COMMENT

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

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

CONSENT CALENDAR

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

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

3. **Minutes of the October 2, 2018 Regular Meeting**
Recommendation: Review and approve
4. **Warrant List**
Recommendation: Review and approve
5. **Treasurer's Report – September 2018**
Recommendation: Review and file
6. **Approve Request for Use of City Streets and Services for Veterans Day Parade**
Recommendation: Review and approve

ADMINISTRATIVE AGENDA

- 7. Consider Authorizing City Manager to Execute Contract for Grant Assistance**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to authorize the City Manager to execute a contract for grant writing assistance*

- 8. Consider Resolution Appointing and Approving Employment Agreement for Interim Public Works Director**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution appointing Dan Arnold as Interim Public Works Director and approving Employment Contract*

- 9. PUBLIC HEARING – Consider Approving Resolution Amending the Gustine 2002 General Plan and Waiving the First Reading of an Ordinance Amending Gustine Zoning Map and Zoning Districts**
 1. *Receive Staff Report*
 2. *Open the public hearing*
 3. *Receive public comment*
 4. *Close the public hearing*
 5. *Consider a motion* *to approve Resolution amending General Plan Land Use Diagram to change zoning designations of two parcels*
 6. *Consider a motion* *to waive the first reading of an ordinance amending the Gustine Zoning Map changing the zoning designations of two parcels*

- 10. Consider Authorizing City Manager to Execute Contract to Provide School Resource Officer**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to authorize City Manager to execute a contract with Gustine Unified School District for School Resource officer*

- 11. Consider Resolution Authorizing City Manager to Apply for and Execute an Agreement for Funding for Schmidt Park Multi-Use Path Phase II**
 1. *Receive Staff Report*
 2. *Receive Public Comment*
 3. *Consider a motion to approve the resolution*

- 12. PUBLIC HEARING – Consider Waiving the First Reading of an Ordinance Amending Gustine Zoning and Subdivision Code Sections Relating to Temporary Sign Standards**
 1. *Receive Staff Report*
 2. *Open the public hearing*
 3. *Receive public comment*
 4. *Close the public hearing*
 5. *Consider a motion* *to waive the first reading of an ordinance amending the Gustine Zoning and Subdivision Code sections relating to temporary sign standards*

CITY DEPARTMENT REPORTS

COMMISSIONER REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

ADJOURNMENT

Note:

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

CERTIFICATION

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5th Street, Gustine CA and made available for public review on this 11th day of October, 2018, at or before 7:00 p.m.



Melanie Correa

CERTIFICATE OF RECOGNITION

This certificate is awarded to:

DIANA SERRA CARY

Be it known that upon the recommendation of Mayor and City Council of the City of Gustine, you are hereby congratulated on the occasion of your 100th birthday.

Your notoriety as “Baby Peggy” is humbling and your legacy as the “Million Dollar Baby” will carry on.

The City of Gustine recognizes you and this noteworthy event.

Mayor Pro Tem Pat Nagy

Mayor Melvin Oliveira

CERTIFICATE OF RECOGNITION

This certificate is awarded to:

GUSTINE VOLUNTEER FIRE DEPARTMENT

Be it known that upon the recommendation of the Mayor and City Council of the City of Gustine, you are hereby honored with the utmost gratitude for your volunteerism and dedication to the City of Gustine and to the residents of Gustine and of the surrounding communities.

Mayor Pro Tem Pat Nagy

Mayor Melvin Oliveira

**MINUTES OF
REGULAR MEETING
OCTOBER 2, 2018**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

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

ROLL CALL

Council Members: Turner, Craig, Oliveira, Mayor Pro Tem Nagy, Mayor Oliveira

Staff Present: City Manager Doug Dunford, Finance Director Jami Westervelt, Police Chief Milt Medeiros, Recreation Coordinator Tiffany Vitorino, Interim Public Works Director Stan Murdock, Fire Chief Borrelli, and Deputy City Clerk/Human Resources Manager Melanie Correa

PRESENTATIONS

1. PROJECT UPDATE: Feihe
John Quiring

City Manager Dunford advised that Mr. Quiring had not yet arrived to the meeting.

PUBLIC COMMENT

Kris Nagle, 404 Jensen Expwy Gustine, reminded everyone on behalf of the Gustine Historical Society that the annual salad luncheon would be held on October 18th.

County Supervisor Lloyd Pareira, 13700 N Hwy 59 Merced, shared that Merced County had recently approved their final budget, in which \$13M was placed in a fund to assist with County Veterans Halls, Community Halls and County parks. He advised that the County Department of Public Works would be contacting the Gustine Veterans Hall to assess their needs.

City Manager Dunford advised that Mr. Quiring had arrived at the meeting to give his update.

Mr. John Quiring, a consultant, who on behalf of Feihe, gave an update on the status of the Feihe project. He shared that the company was estimating to solve the State Water Resources Control Board issues within 6-12 months. He shared that the groundwater issues were inherited with the property. The Mayor asked Mr. Quiring to return to a Council meeting in January or February to provide another update.

CONSENT CALENDAR

- 2. Minutes of the September 18, 2018 Regular Meeting**
Recommendation: Review and approve
- 3. Minutes of the September 25, 2018 Special Meeting**
Recommendation: Review and approve
- 4. Warrant List**
Recommendation: Review and approve

City Manager Dunford advised that the minutes referred as consent calendar item #3 should read "September 25, 2018". He further advised that the last payable on warrant #44458 (Best, Best & Krieger) should be for \$1,072.50 instead of the listed \$10,742.50. The Mayor introduced the consent calendar. There was no public comment. Council member Craig made a motion to approve the consent calendar. The motion was seconded by Mayor Pro Tem Nagy and carried 5-0.

ADMINISTRATIVE AGENDA

5. DISCUSSION AND DIRECTION: Cannabis

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Provide staff with direction on how to proceed*

City Manager Dunford presented the staff report. Evan Silva 30376 Cottonwood Rd Gustine, inquired whether the decision could be made solely by Council without being voted on by the town. Mr. Silva further inquired whether there were any opposing presenters at the informational workshop, to which City Manager Dunford provided information. City Attorney Nelson attested that Best Best & Kreiger representatives were solely at the meeting to provide legal information, not to approve or oppose the issue. Mr. Silva further inquired whether the City was going to take away the citizens right to vote on this issue. Marlene Rodarte, 1555 Portsmouth Lane Gustine, inquired what the process was to get the cannabis issue on the ballot. She provided her opinion that she believes the issue should be brought forth for a vote by the people. City Attorney Nelson provided information on the process to get the issue on the ballot. Christian Braly provided his research and statistics on medical marijuana and how medical dispensaries ultimately turn into recreational dispensaries. Craig Christensen, 657 West Ave Gustine, provided his opinion on the benefit of taxpayer dollars to be gained from a cannabis related business. Sherri Marsigli, 820 North Ave Gustine, advised that she found the recent workshop very informational. She asked Council to find a town similar-sized to Gustine to attest to their experience with cannabis related issues. Evan Silva contended that no assumptions should be made on a vote outcome. He reported of issues he's aware of that the City of Hollister is experiencing with grow operations. Craig Christensen gave his opinion on the type of facility that houses cannabis grow operations. Vic Andersen gave his opinion on the odor coming from a cannabis grow facility. Rick Nagle, 404 Jensen Rd Gustine, gave his opinion on odors from a cannabis grow operation, and whether security guards carry guns. He also shared his opinion that a county resident should not be allowed to suggest Council direction.

Council member Turner agreed that this topic was a very controversial matter, however because the City has an investor interested in opening a business in Gustine, the town needs to act. Council member Craig advised that a discussion should be had to the contingencies that could be put in place prior to a final council vote. He inquired whether Council could discuss appropriating a portion of funds to be earmarked to go back into the community for safeguard measures. Mayor Pro Tem Nagy agreed with Council members Turner and Craig. He further discussed the ever-changing regulations being imposed by the State on cannabis related sales and manufacturing. He shared his thoughts on the perplexity of the decision at hand. Council member Oliveira shared that in his personal research with those he's talked with in town that a dispensary would not be supported. He shared with staff that he would like to see a Development

Agreement prior to finalizing any decisions, and inquired at what point Council could preliminarily get to before not being able to abort efforts. City Attorney Nelson provided information. Mayor Oliveira shared his agreeable opinion on this issue.

Mayor Pro Tem Nagy asked staff to begin drafting a Development Agreement for Council review. City Manager Dunford inquired whether Council could consider a Development Agreement in conjunction with the zoning change application. Council member Turner advised that this opportunity would not be available for years to come, and should be seriously considered to allow for moving Gustine forward. Mayor Pro Tem Nagy inquired whether the City would have the power to rescind the business license if necessary, to which City Attorney Nelson provided information. Council member Craig advised that Council should be able to consider each of the agreements and ordinances. Staff was directed to work up a development agreement for future consideration.

COMMISSIONER REPORTS

Airport Commission Chairman Alexander advised that the Fly-In event was postponed until April or May 2019.

CITY DEPARTMENT REPORTS

Fire Chief Borrelli advised on his meeting with City Manager Dunford and a grant writer on grant possibilities for a new engine and turnouts.

Police Chief Medeiros announced that the Police Department received an award for the body-worn cameras.

Interim Public Works Director Murdock reported that Well #4 repairs are complete, with an estimated date of bringing the well back into service by the end of the week. Mr. Murdock gave a lengthy update on the water tower repair.

Recreation Coordinator Vitorino reminded everyone that the Fishing Derby was this Saturday.

CITY MANAGER REPORTS

City Manager Dunford advised that the service member banners would be installed on this Friday at 9 A.M. He reported that the annexation project would be heard before LAFCO of Merced County at a special meeting to be held on November 1st. He relayed that the funds from FEMA had been received for hangar repairs. Mr. Dunford updated on the status of the Community Service Officer and Public Works Supervisor recruitments. He reminded those in attendance of the upcoming League of California Cities Golf Tournament, and advised that the Airport Commission had directed staff to move forward with working with Tesla Motors.

CITY COUNCIL REPORTS

Council member Craig advised that he had nothing to report.

Council member Turner inquired on the probability of LAFCO hearing being postponed. He attested to the comfortability at the Goman Center.

Council member Oliveira advised of the opening of a sustainable planning grant, which was open until November 2nd.

Mayor Pro Tem Nagy thanked Supervisor Pareira for being in attendance. He reminded everyone of the following upcoming events: Fishing Derby, Chamber of Commerce Boots and Shirts event, and the Trunk or Treat event on Halloween night. He expressed his fondness that the Council whether they agree or not, always remain respectful of each other.

Mayor Oliveira asked Public Works to assess possible mold issue resulting from water runoff at from the water tower. He suggested that staff reach out to the Merced Soroptimist group or several other individuals for a candidate debate to be conducted.

CLOSED SESSION

ADJOURNMENT

Council member Oliveira made a motion to adjourn the meeting. The motion was seconded by Mayor Pro Tem Nagy. The meeting adjourned at 7:49 P.M.

ATTEST:

CITY CLERK

MAYOR OLIVEIRA



Warrant List By Vendor Name

Post Dates 10/03/2018 - 10/16/2018

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: A & A PORTABLES INC				
A & A PORTABLES INC	1-730748	44557	SOCCER FIELD PORTABLES	132.06
Vendor A & A PORTABLES INC Total:				132.06
Vendor: A PLUS PLUMBING				
A PLUS PLUMBING	7545	44558	COMMERICAL PLUNGERS	35.00
A PLUS PLUMBING	7545	44558	COMMERICAL PLUNGERS	35.00
Vendor A PLUS PLUMBING Total:				70.00
Vendor: ALHAMBRA & SIERRA SPRINGS				
ALHAMBRA & SIERRA SPRI	12652410 92118	44559	DRINKING WATER	127.23
Vendor ALHAMBRA & SIERRA SPRINGS Total:				127.23
Vendor: AMAZON CAPITAL SERVICES, INC.				
AMAZON CAPITAL SERVICE	169Q-RXV6-3XWP	44560	FISHING DAY SUPPLIES - R	75.71
AMAZON CAPITAL SERVICE	17CF-K3QL-VFTC	44560	POOL TEST KIT	89.99
AMAZON CAPITAL SERVICE	1FM9-PJGJ-GQML	44560	FILE CABINETS	61.04
AMAZON CAPITAL SERVICE	1FM9-PJGJ-GQML	44560	FILE CABINETS	15.26
AMAZON CAPITAL SERVICE	1FM9-PJGJ-GQML	44560	FILE CABINETS	228.91
AMAZON CAPITAL SERVICE	1FM9-PJGJ-GQML	44560	FILE CABINETS	228.91
AMAZON CAPITAL SERVICE	1FM9-PJGJ-GQML	44560	FILE CABINETS	228.92
AMAZON CAPITAL SERVICE	1H1C-WNV3-HKW3	44560	CITY COUNCIL SUPPLIES -	13.99
AMAZON CAPITAL SERVICE	1RN7-GRL6-CM1Y	44560	REC- FLAG FOOTBALL	29.99
AMAZON CAPITAL SERVICE	1WM7-7Q6R-YYCD	44560	KIDS FISHING DAY- REC	35.66
Vendor AMAZON CAPITAL SERVICES, INC. Total:				1,008.38
Vendor: AMERIPRIDE				
AMERIPRIDE	1502232973	44561	FD CLEANING SUPPLIES	81.00
Vendor AMERIPRIDE Total:				81.00
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	0.94
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	0.95
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	1.89
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	1.70
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	3.97
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	7.74
ARAMARK UNIFORM SERV	636323001	44562	PW UNIFORMS	1.70
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	3.16
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	3.16
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	6.33
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	5.70
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	13.29
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	25.95
ARAMARK UNIFORM SERV	636337028	44562	PW UNIFORMS	5.70
Vendor ARAMARK UNIFORM SERVICES INC Total:				82.18
Vendor: BAKER SUPPLIES AND REPAIRS				
BAKER SUPPLIES AND REP	52275	44563	PARTS FOR MOWERS & CH	105.38
BAKER SUPPLIES AND REP	53215	44563	PW GEAR GREASE	8.66
BAKER SUPPLIES AND REP	53280	44563	REPAIR WEED EATER	77.51
Vendor BAKER SUPPLIES AND REPAIRS Total:				191.55

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: BARBARA B. PARKIN				
BARBARA B. PARKIN	YOGA SEPTEMBER 2018	44564	YOGA INSTRUCTOR SEPTE	170.00
Vendor BARBARA B. PARKIN Total:				170.00
Vendor: CALIFORNIA BUILDING STANDARDS COMMI				
CALIFORNIA BUILDING STA	JULY TO SEPT 2018	44565	SB1473 FEE REPORT QTR E	34.20
Vendor CALIFORNIA BUILDING STANDARDS COMMI Total:				34.20
Vendor: CALIFORNIA STATE DISBURSEMENT UNIT				
CALIFORNIA STATE DISBUR	PR- 9/29/18	5746	PAYROLL DEDUCTIONS	351.34
Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:				351.34
Vendor: CINTAS CORPORATION #3				
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	3.66
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	3.64
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	7.32
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	6.59
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	15.37
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	30.00
CINTAS CORPORATION #3	922703358	44566	PW UNIFORMS	6.59
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	3.44
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	3.45
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	6.88
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	14.45
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	28.22
CINTAS CORPORATION #3	922704910	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	3.57
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	3.56
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	7.13
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	6.42
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	14.98
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	29.24
CINTAS CORPORATION #3	922708090	44566	PW UNIFORMS	6.42
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	3.44
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	3.45
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	6.88
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	14.45
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	28.22
CINTAS CORPORATION #3	922709654	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	3.44
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	3.45
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	6.88
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	14.45
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	28.22
CINTAS CORPORATION #3	922711226	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	3.44
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	3.45
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	6.88
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	14.45
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	28.22
CINTAS CORPORATION #3	922712806	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	3.69

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	3.70
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	7.38
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	6.64
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	15.50
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	30.27
CINTAS CORPORATION #3	922714385	44566	PW UNIFORMS	6.64
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	3.57
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	3.56
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	7.13
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	6.42
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	14.98
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	29.24
CINTAS CORPORATION #3	922715962	44566	PW UNIFORMS	6.42
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	3.44
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	3.45
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	6.88
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	6.19
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	14.45
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	28.22
CINTAS CORPORATION #3	922717559	44566	PW UNIFORMS	6.19
Vendor CINTAS CORPORATION #3 Total:				633.73
Vendor: CITY OF ESCALON				
CITY OF ESCALON	201810012514	44567	EXTRA OFFICERS FESTA 9/	2,650.95
Vendor CITY OF ESCALON Total:				2,650.95
Vendor: CITY OF GUSTINE				
CITY OF GUSTINE	ADJ JULY TO SEPT 2018	44568	BORRELLI WATER ADJ JULY	1,462.31
CITY OF GUSTINE	WATER OCT 2018 BILL	44570	BORRELLI WATER OCT 201	1,261.07
Vendor CITY OF GUSTINE Total:				2,723.38
Vendor: CSG CONSULTING - PRECISION				
CSG CONSULTING - PRECIS	20448	44571	GENERAL PLANNING INQU	2,160.00
CSG CONSULTING - PRECIS	20449	44571	CODE ENFORCEMENT TRA	190.00
Vendor CSG CONSULTING - PRECISION Total:				2,350.00
Vendor: DEPT OF CONSERVATION				
DEPT OF CONSERVATION	QTR JULY TO SEPT 2018	44572	STRONG MOTION & SEISM	32.07
Vendor DEPT OF CONSERVATION Total:				32.07
Vendor: DEPT OF PUBLIC WORKS				
DEPT OF PUBLIC WORKS	9262018 STREETS	44573	STREET STRIPING / STOP B	11,984.21
Vendor DEPT OF PUBLIC WORKS Total:				11,984.21
Vendor: DEREK SAWYER SMART ENERGY HEATING & AIR INC.				
DEREK SAWYER SMART EN	30633	44574	PD A/C REPAIR AND MAIN	178.00
Vendor DEREK SAWYER SMART ENERGY HEATING & AIR INC. Total:				178.00
Vendor: DICK FORD'S TRACTOR REPAIR				
DICK FORD'S TRACTOR REP	154422	44575	WWTP - TRACTOR OPERAT	32.94
Vendor DICK FORD'S TRACTOR REPAIR Total:				32.94
Vendor: DON'S MOBILE GLASS INC				
DON'S MOBILE GLASS INC	WTUR306512	44576	REPLACE BROKEN WINDS	36.90
DON'S MOBILE GLASS INC	WTUR306512	44576	REPLACE BROKEN WINDS	31.98
DON'S MOBILE GLASS INC	WTUR306512	44576	REPLACE BROKEN WINDS	29.52
DON'S MOBILE GLASS INC	WTUR306512	44576	REPLACE BROKEN WINDS	73.80
DON'S MOBILE GLASS INC	WTUR306512	44576	REPLACE BROKEN WINDS	73.80
DON'S MOBILE GLASS INC	WTUR306513	44576	REPLACE BROKEN WINDS	36.90
DON'S MOBILE GLASS INC	WTUR306513	44576	REPLACE BROKEN WINDS	31.98
DON'S MOBILE GLASS INC	WTUR306513	44576	REPLACE BROKEN WINDS	29.52

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
DON'S MOBILE GLASS INC	WTUR306513	44576	REPLACE BROKEN WINDS	73.80
DON'S MOBILE GLASS INC	WTUR306513	44576	REPLACE BROKEN WINDS	73.80
DON'S MOBILE GLASS INC	WTUR306514	44576	REPLACE BROKEN WINDS	36.90
DON'S MOBILE GLASS INC	WTUR306514	44576	REPLACE BROKEN WINDS	31.98
DON'S MOBILE GLASS INC	WTUR306514	44576	REPLACE BROKEN WINDS	29.52
DON'S MOBILE GLASS INC	WTUR306514	44576	REPLACE BROKEN WINDS	73.80
DON'S MOBILE GLASS INC	WTUR306514	44576	REPLACE BROKEN WINDS	73.80
Vendor DON'S MOBILE GLASS INC Total:				738.00
Vendor: DOWNSTREAM AVIATION LP				
DOWNSTREAM AVIATION	69656A	44577	DOWNLOAD FUEL TRANSA	36.00
Vendor DOWNSTREAM AVIATION LP Total:				36.00
Vendor: DUTRA'S TOWING LLC				
DUTRA'S TOWING LLC	7383	44578	TOWING WWTP PICKUP A	225.00
Vendor DUTRA'S TOWING LLC Total:				225.00
Vendor: GARTON TRACTOR INC.				
GARTON TRACTOR INC.	WN05743	44579	WWTP TRACTOR PURCHA	25,139.47
Vendor GARTON TRACTOR INC. Total:				25,139.47
Vendor: GEORGE OSNER, AICP URBAN PLANNING				
GEORGE OSNER, AICP URB	MAY 2018 / ANNEXATION	44580	SOUTHEAST ANNEXATION	720.00
GEORGE OSNER, AICP URB	SEPTEMBER 2018 / ANNEX	44580	SOUTHEAST ANNEXATION	630.00
Vendor GEORGE OSNER, AICP URBAN PLANNING Total:				1,350.00
Vendor: GILTON SOLID WASTE MANAGEMENT INC				
GILTON SOLID WASTE MA	OCTOBER 2018	44581	REFUSE SERVICE - OCTOBE	35,780.88
GILTON SOLID WASTE MA	SEPTEMBER 2018 BINS	44581	TRASH BIN SEPTEMBER 20	284.60
Vendor GILTON SOLID WASTE MANAGEMENT INC Total:				36,065.48
Vendor: HOWK SYSTEMS				
HOWK SYSTEMS	0321981-IN	44582	WELL #4 REPAIR AND INSP	13,600.00
Vendor HOWK SYSTEMS Total:				13,600.00
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	444711	44583	WWTP SAMPLES	531.00
Vendor IEH-JL ANALYTICAL Total:				531.00
Vendor: INFOSEND BILLING				
INFOSEND BILLING	141263	44584	UTILITY BILLING	35.50
INFOSEND BILLING	141263	44584	UTILITY BILLING	25.07
INFOSEND BILLING	141263	44584	UTILITY BILLING	14.20
INFOSEND BILLING	141263	44584	UTILITY BILLING	10.03
INFOSEND BILLING	141263	44584	UTILITY BILLING	234.32
INFOSEND BILLING	141263	44584	UTILITY BILLING	165.49
INFOSEND BILLING	141263	44584	UTILITY BILLING	234.32
INFOSEND BILLING	141263	44584	UTILITY BILLING	165.49
INFOSEND BILLING	141263	44584	UTILITY BILLING	191.72
INFOSEND BILLING	141263	44584	UTILITY BILLING	135.40
Vendor INFOSEND BILLING Total:				1,211.54
Vendor: JONATHAN PECK				
JONATHAN PECK	2442	44585	PD CAR WASH	13.00
Vendor JONATHAN PECK Total:				13.00
Vendor: LINENBACH AUTO (NAPA NEWMAN)				
LINENBACH AUTO (NAPA	301377	44586	PW REPLACEMENT BULB F	4.85
LINENBACH AUTO (NAPA	301377	44586	PW REPLACEMENT BULB F	4.21
LINENBACH AUTO (NAPA	301377	44586	PW REPLACEMENT BULB F	3.89
LINENBACH AUTO (NAPA	301377	44586	PW REPLACEMENT BULB F	9.70

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
LINENBACH AUTO (NAPA)	301377	44586	PW REPLACEMENT BULB F	9.70
Vendor LINENBACH AUTO (NAPA NEWMAN) Total:				32.35
Vendor: MATTOS NEWSPAPERS INC				
MATTOS NEWSPAPERS INC	70226	44587	PD CITATION BOOKS	136.19
MATTOS NEWSPAPERS INC	CW09301802	44587	ADMIN ASSISTANT EMPLO	15.60
MATTOS NEWSPAPERS INC	CW09301802	44587	ADMIN ASSISTANT EMPLO	9.10
MATTOS NEWSPAPERS INC	CW09301802	44587	ADMIN ASSISTANT EMPLO	13.00
MATTOS NEWSPAPERS INC	CW09301802	44587	ADMIN ASSISTANT EMPLO	44.20
MATTOS NEWSPAPERS INC	CW09301802	44587	ADMIN ASSISTANT EMPLO	48.10
MATTOS NEWSPAPERS INC	CW09301803	44587	PW SUPERVISOR JOB POST	51.59
MATTOS NEWSPAPERS INC	CW09301803	44587	PW SUPERVISOR JOB POST	51.58
MATTOS NEWSPAPERS INC	CW09301803	44587	PW SUPERVISOR JOB POST	51.58
MATTOS NEWSPAPERS INC	CW09301804	44587	CSO EMPLOYMENT AD	142.00
MATTOS NEWSPAPERS INC	TR091818021	44587	PUBLIC HEARING : PLANNI	303.00
Vendor MATTOS NEWSPAPERS INC Total:				865.94
Vendor: MERCED COUNTY TAX COLLECTOR				
MERCED COUNTY TAX COL	NOV 2018 063-050-046-00	44588	PYMNT #1 063-050-046-0	471.58
MERCED COUNTY TAX COL	NOV 2018 063-130-066-00	44588	PYMNT #1 063-130-066-0	1,772.29
MERCED COUNTY TAX COL	NOV 2018 063-130-067-00	44588	PYMNT #1 063-130-067-0	610.70
MERCED COUNTY TAX COL	NOV 2018 063-160-006-00	44588	PYMNT #1 063-160-006-0	2,697.26
MERCED COUNTY TAX COL	NOV 2018 063-160-007-00	44588	PYMNT #1 063-160-007-0	1,225.68
MERCED COUNTY TAX COL	NOV 2018 063-160-014-00	44588	PYMNT #1 063-160-014-0	1,393.55
MERCED COUNTY TAX COL	NOV 2018 063-160-023-00	44588	PYMNT #1 063-160-023-0	1,087.30
MERCED COUNTY TAX COL	NOV 2018 063-160-024-00	44588	PYMNT #1 063-160-024-0	906.55
MERCED COUNTY TAX COL	NOV 2018 063-320-013-00	44588	PYMNT #1 063-320-013-0	45.96
Vendor MERCED COUNTY TAX COLLECTOR Total:				10,210.87
Vendor: MERCED SUN STAR				
MERCED SUN STAR	0001565465-10012018 CS	44589	CSO EMPLOYMENT AD	578.50
MERCED SUN STAR	0001565465-10012018 P	44589	PW SUPERVISOR JOB POST	145.45
MERCED SUN STAR	0001565465-10012018 P	44589	PW SUPERVISOR JOB POST	145.45
MERCED SUN STAR	0001565465-10012018 P	44589	PW SUPERVISOR JOB POST	145.45
MERCED SUN STAR	0001565465-10012018 P	44589	PW SUPERVISOR JOB POST	145.45
Vendor MERCED SUN STAR Total:				1,160.30
Vendor: MODERN WILDLIFE SOLUTIONS				
MODERN WILDLIFE SOLUT	6144	44590	GOPHER ABATEMENT - SE	300.00
Vendor MODERN WILDLIFE SOLUTIONS Total:				300.00
Vendor: MUNICIPAL CODE CORPORATION				
MUNICIPAL CODE CORPOR	00327943	44591	MUNI CODE ANNUAL REN	300.06
MUNICIPAL CODE CORPOR	00327943	44591	MUNI CODE ANNUAL REN	299.97
MUNICIPAL CODE CORPOR	00327943	44591	MUNI CODE ANNUAL REN	299.97
Vendor MUNICIPAL CODE CORPORATION Total:				900.00
Vendor: NAMAKAN WEST FISHERIES				
NAMAKAN WEST FISHERIE	27320	44592	FISHING DAY FISH FOR PO	500.00
Vendor NAMAKAN WEST FISHERIES Total:				500.00
Vendor: OPERATING ENGINEERS LOCAL #3				
OPERATING ENGINEERS L	PR- 09/29/18	44593	PAYROLL DEDUCTIONS	92.00
OPERATING ENGINEERS L	PR- 9/29/18	44593	PAYROLL DEDUCTIONS	294.00
Vendor OPERATING ENGINEERS LOCAL #3 Total:				386.00
Vendor: O'REILLY AUTOMOTIVE STORES, INC.				
O'REILLY AUTOMOTIVE ST	5718-144135	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-144135	44594	PW WIPER BLADES	1.12
O'REILLY AUTOMOTIVE ST	5718-144135	44594	PW WIPER BLADES	1.03
O'REILLY AUTOMOTIVE ST	5718-144135	44594	PW WIPER BLADES	2.59

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
O'REILLY AUTOMOTIVE ST	5718-144135	44594	PW WIPER BLADES	2.59
O'REILLY AUTOMOTIVE ST	5718-144136	44594	PW WIPER BLADES	1.31
O'REILLY AUTOMOTIVE ST	5718-144136	44594	PW WIPER BLADES	1.14
O'REILLY AUTOMOTIVE ST	5718-144136	44594	PW WIPER BLADES	1.06
O'REILLY AUTOMOTIVE ST	5718-144136	44594	PW WIPER BLADES	2.62
O'REILLY AUTOMOTIVE ST	5718-144136	44594	PW WIPER BLADES	2.62
O'REILLY AUTOMOTIVE ST	5718-144137	44594	RETURN WIPER BLADES	-1.31
O'REILLY AUTOMOTIVE ST	5718-144137	44594	RETURN WIPER BLADES	-1.14
O'REILLY AUTOMOTIVE ST	5718-144137	44594	RETURN WIPER BLADES	-1.06
O'REILLY AUTOMOTIVE ST	5718-144137	44594	RETURN WIPER BLADES	-2.62
O'REILLY AUTOMOTIVE ST	5718-144137	44594	RETURN WIPER BLADES	-2.62
O'REILLY AUTOMOTIVE ST	5718-144138	44594	PW WIPER BLADES	0.65
O'REILLY AUTOMOTIVE ST	5718-144138	44594	PW WIPER BLADES	0.56
O'REILLY AUTOMOTIVE ST	5718-144138	44594	PW WIPER BLADES	0.52
O'REILLY AUTOMOTIVE ST	5718-144138	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-144138	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-144139	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-144139	44594	PW WIPER BLADES	1.12
O'REILLY AUTOMOTIVE ST	5718-144139	44594	PW WIPER BLADES	1.03
O'REILLY AUTOMOTIVE ST	5718-144139	44594	PW WIPER BLADES	2.59
O'REILLY AUTOMOTIVE ST	5718-144139	44594	PW WIPER BLADES	2.59
O'REILLY AUTOMOTIVE ST	5718-144252	44594	PW WIPER BLADES & WIP	1.91
O'REILLY AUTOMOTIVE ST	5718-144252	44594	PW WIPER BLADES & WIP	1.66
O'REILLY AUTOMOTIVE ST	5718-144252	44594	PW WIPER BLADES & WIP	1.53
O'REILLY AUTOMOTIVE ST	5718-144252	44594	PW WIPER BLADES & WIP	3.82
O'REILLY AUTOMOTIVE ST	5718-144252	44594	PW WIPER BLADES & WIP	3.82
O'REILLY AUTOMOTIVE ST	5718-144254	44594	PW WIPER BLADES	1.31
O'REILLY AUTOMOTIVE ST	5718-144254	44594	PW WIPER BLADES	1.14
O'REILLY AUTOMOTIVE ST	5718-144254	44594	PW WIPER BLADES	1.06
O'REILLY AUTOMOTIVE ST	5718-144254	44594	PW WIPER BLADES	2.62
O'REILLY AUTOMOTIVE ST	5718-144254	44594	PW WIPER BLADES	2.62
O'REILLY AUTOMOTIVE ST	5718-144299	44594	PW WIPER BLADES	0.65
O'REILLY AUTOMOTIVE ST	5718-144299	44594	PW WIPER BLADES	0.56
O'REILLY AUTOMOTIVE ST	5718-144299	44594	PW WIPER BLADES	0.52
O'REILLY AUTOMOTIVE ST	5718-144299	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-144299	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-144300	44594	PW RETURN WIPER BLADE	-1.31
O'REILLY AUTOMOTIVE ST	5718-144300	44594	PW RETURN WIPER BLADE	-1.14
O'REILLY AUTOMOTIVE ST	5718-144300	44594	PW RETURN WIPER BLADE	-1.06
O'REILLY AUTOMOTIVE ST	5718-144300	44594	PW RETURN WIPER BLADE	-2.62
O'REILLY AUTOMOTIVE ST	5718-144300	44594	PW RETURN WIPER BLADE	-2.62
O'REILLY AUTOMOTIVE ST	5718-145075	44594	PW WIPER BLADES	0.65
O'REILLY AUTOMOTIVE ST	5718-145075	44594	PW WIPER BLADES	0.56
O'REILLY AUTOMOTIVE ST	5718-145075	44594	PW WIPER BLADES	0.52
O'REILLY AUTOMOTIVE ST	5718-145075	44594	PW WIPER BLADES	1.29
O'REILLY AUTOMOTIVE ST	5718-145075	44594	PW WIPER BLADES	1.29
Vendor O'REILLY AUTOMOTIVE STORES, INC. Total:				42.91
Vendor: P G & E				
P G & E	09282018	44595	ELECTRIC LINDEN & BONT	11.58
Vendor P G & E Total:				11.58
Vendor: PARREIRAS AUTO REPAIR				
PARREIRAS AUTO REPAIR	41230 A	44596	PW VEHICLE MAINTENAN	64.96
PARREIRAS AUTO REPAIR	41230 A	44596	PW VEHICLE MAINTENAN	56.30

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
PARREIRAS AUTO REPAIR	41230 A	44596	PW VEHICLE MAINTENAN	51.98
PARREIRAS AUTO REPAIR	41230 A	44596	PW VEHICLE MAINTENAN	129.92
PARREIRAS AUTO REPAIR	41230 A	44596	PW VEHICLE MAINTENAN	129.92
PARREIRAS AUTO REPAIR	41275	44596	PW VEHICLE MAINTENAN	42.37
PARREIRAS AUTO REPAIR	41275	44596	PW VEHICLE MAINTENAN	36.72
PARREIRAS AUTO REPAIR	41275	44596	PW VEHICLE MAINTENAN	33.91
PARREIRAS AUTO REPAIR	41275	44596	PW VEHICLE MAINTENAN	84.74
PARREIRAS AUTO REPAIR	41275	44596	PW VEHICLE MAINTENAN	84.74
PARREIRAS AUTO REPAIR	41284	44596	PW REPLACE 4 TIRES	136.48
PARREIRAS AUTO REPAIR	41284	44596	PW REPLACE 4 TIRES	118.29
PARREIRAS AUTO REPAIR	41284	44596	PW REPLACE 4 TIRES	109.19
PARREIRAS AUTO REPAIR	41284	44596	PW REPLACE 4 TIRES	272.97
PARREIRAS AUTO REPAIR	41284	44596	PW REPLACE 4 TIRES	272.97
Vendor PARREIRAS AUTO REPAIR Total:				1,625.46
Vendor: PATRICIA ALBOR				
PATRICIA ALBOR	REIMB INSURANCE RENTA	44597	REIMB RENTAL INSURANC	105.10
Vendor PATRICIA ALBOR Total:				105.10
Vendor: PERLEY SPAULDING				
PERLEY SPAULDING	FISHING DAY SUPPLIES 201	44598	REIMB FISHING DAY SUPPL	346.33
Vendor PERLEY SPAULDING Total:				346.33
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR- 9/29/18	44599	PAYROLL DEDUCTIONS	300.00
Vendor POLICE OFFICERS ASSOC Total:				300.00
Vendor: PUBLIC EMP RETIREMENT SYSTEM				
PUBLIC EMP RETIREMENT	PR-9/29/18CLASSICSAFET	5755	RETIREMENT CONTRIBUTI	563.62
PUBLIC EMP RETIREMENT	PR-9/29/18EECLASSICMIS	5754	RETIREMENT CONTRIBUTI	1,705.00
PUBLIC EMP RETIREMENT	PR-9/29/18EEPEPRAMISC	5753	RETIREMENT CONTRIBUTI	176.36
PUBLIC EMP RETIREMENT	PR-9/29/18EEPEPRASAFET	5752	RETIREMENT CONTRIBUTI	942.96
PUBLIC EMP RETIREMENT	PR-9/29/18ERCLASSICMIS	5758	RETIREMENT CONTRIBUTI	2,191.04
PUBLIC EMP RETIREMENT	PR-9/29/18ERCLASSICSAF	5759	RETIREMENT CONTRIBUTI	1,124.55
PUBLIC EMP RETIREMENT	PR-9/29/18ERPEPRAMISC	5757	RETIREMENT CONTRIBUTI	193.02
PUBLIC EMP RETIREMENT	PR-9/29/18ERPEPRASAFET	5756	RETIREMENT CONTRIBUTI	954.06
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				7,850.61
Vendor: R.J. RICCIARDI, INC. CERTIFIED PUBLIC ACCOUNTANTS				
R.J. RICCIARDI, INC. CERTIF	10687	44600	ACCOUNTING SERVICES	3,190.00
R.J. RICCIARDI, INC. CERTIF	10801	44600	ACCOUNTING SERVICES	360.00
Vendor R.J. RICCIARDI, INC. CERTIFIED PUBLIC ACCOUNTANTS Total:				3,550.00
Vendor: ROBERT HALF INTERNATIONAL				
ROBERT HALF INTERNATIO	51815579	44601	PT ACCOUNTANT HRLY	35.42
ROBERT HALF INTERNATIO	51815579	44601	PT ACCOUNTANT HRLY	8.86
ROBERT HALF INTERNATIO	51815579	44601	PT ACCOUNTANT HRLY	336.49
ROBERT HALF INTERNATIO	51815579	44601	PT ACCOUNTANT HRLY	336.49
ROBERT HALF INTERNATIO	51815579	44601	PT ACCOUNTANT HRLY	168.24
ROBERT HALF INTERNATIO	51886899	44601	PT ACCOUNTANT HRLY	28.34
ROBERT HALF INTERNATIO	51886899	44601	PT ACCOUNTANT HRLY	7.08
ROBERT HALF INTERNATIO	51886899	44601	PT ACCOUNTANT HRLY	269.19
ROBERT HALF INTERNATIO	51886899	44601	PT ACCOUNTANT HRLY	269.19
ROBERT HALF INTERNATIO	51886899	44601	PT ACCOUNTANT HRLY	134.60
Vendor ROBERT HALF INTERNATIONAL Total:				1,593.90
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE	1400	44602	WATER TOWER HOT TAPPI	730.00
Vendor ROCHA BACKHOE SERVICE INC Total:				730.00

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
Vendor: SAN JOAQUIN VALLEY UNIFIED AIR POLL				
SAN JOAQUIN VALLEY UNI	N129040	44603	WELL #7 STANDBY GERNE	277.00
Vendor SAN JOAQUIN VALLEY UNIFIED AIR POLL Total:				277.00
Vendor: SHERYL GOMES				
SHERYL GOMES	WATER AEROBICS INSTRU	44604	WATER AEROBICS INSTRU	680.00
SHERYL GOMES	WTR AEROBICS INSTRUCT	44604	WATER AEROBICS INSTRU	475.00
Vendor SHERYL GOMES Total:				1,155.00
Vendor: STATE OF CALIFORNIA DEPT OF JUSTICE				
STATE OF CALIFORNIA DEP	333279	44605	PD FINGERPRINTING	627.00
Vendor STATE OF CALIFORNIA DEPT OF JUSTICE Total:				627.00
Vendor: STATE STREET BANK & TRUST COMPANY				
STATE STREET BANK & TRU	PR- 9/29/18	5760	PAYROLL DEDUCTIONS	825.00
Vendor STATE STREET BANK & TRUST COMPANY Total:				825.00
Vendor: TESEI PETROLEUM				
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	65.74
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	677.68
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	30.27
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	167.34
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	35.86
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	175.10
TESEI PETROLEUM	100941	44606	FUEL FD/PD/PW VEHICLE	175.70
Vendor TESEI PETROLEUM Total:				1,327.69
Vendor: THATCHER COMPANY OF CALIFORNIA				
THATCHER COMPANY OF C	257459	44607	CHLORINE CONTAINERS	764.18
THATCHER COMPANY OF C	257460	44607	RETURN CHLORINE CONTA	-150.00
Vendor THATCHER COMPANY OF CALIFORNIA Total:				614.18
Vendor: THE DON CHAPIN CO., INC				
THE DON CHAPIN CO., INC	75080	44608	GRAVEL FOR WELL SITE #4	872.95
Vendor THE DON CHAPIN CO., INC Total:				872.95
Vendor: TIFFANY VITORINO				
TIFFANY VITORINO	REIMB FISHING DAY SUPPL	44609	REIMB SMART & FINAL FIS	18.97
Vendor TIFFANY VITORINO Total:				18.97
Vendor: USA BLUE BOOK				
USA BLUE BOOK	693904	44610	WELL #4 REPAIRS	274.34
Vendor USA BLUE BOOK Total:				274.34
Vendor: VERIZON WIRELESS				
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	0.46
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	54.50
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	98.42
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	13.50
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	46.70
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	28.97
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	15.57
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	28.97
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	54.50
VERIZON WIRELESS	9815235996	44611	CELL SERVICE SEPTEMBER	155.71
Vendor VERIZON WIRELESS Total:				497.30
Vendor: WASHINGTON STATE SUPPORT REGISTRY				
WASHINGTON STATE SUPP	PR- 9/29/18	44612	PAYROLL DEDUCTION	142.71
Vendor WASHINGTON STATE SUPPORT REGISTRY Total:				142.71
Vendor: WESTSIDE WELDING & RADIATOR				
WESTSIDE WELDING & RA	10490 A	44613	EXTEND POLE HANDICAP S	84.29
WESTSIDE WELDING & RA	10490 B	44613	REPAIR & INSTALL DRIVELI	167.88

Warrant List

Post Dates: 10/03/2018 - 10/16/2018

Vendor Name	Payable Number	Payment Number	Description (Item)	Amount
WESTSIDE WELDING & RA	10507	44613	CYLINDER RENTAL	7.42
WESTSIDE WELDING & RA	10507	44613	CYLINDER RENTAL	6.44
WESTSIDE WELDING & RA	10507	44613	CYLINDER RENTAL	5.94
WESTSIDE WELDING & RA	10507	44613	CYLINDER RENTAL	14.85
WESTSIDE WELDING & RA	10507	44613	CYLINDER RENTAL	14.85
Vendor WESTSIDE WELDING & RADIATOR Total:				301.67
Vendor: WORK WELLNESS				
WORK WELLNESS	OCTOBER 2018	44614	ANNUAL DMV PHYSICAL -	24.75
WORK WELLNESS	OCTOBER 2018	44614	ANNUAL DMV PHYSICAL -	24.75
WORK WELLNESS	OCTOBER 2018	44614	ANNUAL DMV PHYSICAL -	24.75
WORK WELLNESS	OCTOBER 2018	44614	ANNUAL DMV PHYSICAL -	24.75
Vendor WORK WELLNESS Total:				99.00
Grand Total:				139,286.87

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	10,939.35
002 - UTILITY TAX FUND	28.97
009 - COMMUNITY CENTER FUND	217.91
010 - GAS TAX 2105 FUND	11,984.21
016 - SWIM POOL FUND	892.24
017 - CITY WIDE LIGHTING & LAND	437.78
019 - RECREATION FUND	2,344.66
021 - ST/SIDEWALK MAINT	533.35
059 - STORM DRAIN	1,150.44
060 - WATER FUND	18,643.82
061 - SEWER FUND	38,814.87
062 - REFUSE	37,134.23
063 - AIRPORT FUND	36.00
074 - ASSESS - BORRELLI	2,723.38
099 - PAYROLL TRUST FUND	9,855.66
301 - SWRCB GRANT WASTEWATER PROJ C-06-8179-11	3,550.00
Grand Total:	139,286.87

Account Summary

Account Number	Account Name	Payment Amount
001-0000-430.041-00	PLANNING DEPOSIT (PR	1,350.00
001-0000-450.040-00	INSURANCE REFUNDS	105.10
001-0110-520.010-00	DEPT OPERATING SUPPL	13.99
001-0140-500.010-00	SALARIES - PART TIME E	63.76
001-0140-520.000-00	OFFICE SUPPLIES	61.04
001-0140-530.011-00	TELEPHONE & INTERNET	0.46
001-0140-530.014-00	POSTAGE	35.50
001-0140-530.201-00	OTHER CONTRACT SERVI	25.07
001-0142-530.030-00	ADVERTISING	15.60
001-0150-520.010-00	DEPT OPERATING SUPPL	35.00
001-0150-520.011-00	UNIFORM ALLOWANCE	35.79
001-0150-520.040-00	FUEL	65.74
001-0150-530.011-00	TELEPHONE & INTERNET	54.50
001-0210-520.010-00	DEPT OPERATING SUPPL	136.19
001-0210-520.040-00	FUEL	677.68
001-0210-530.011-00	TELEPHONE & INTERNET	98.42
001-0210-530.201-00	OTHER CONTRACT SERVI	3,658.95
001-0220-520.010-00	DEPT OPERATING SUPPL	81.00
001-0220-520.040-00	FUEL	30.27
001-0230-530.011-00	TELEPHONE	13.50
001-0230-530.030-00	ADVERTISING	720.50
001-0410-530.009-00	OTHER PROFESSIONAL S	66.27
001-0410-530.030-00	ADVERTISING	303.00
001-0410-530.094-00	PLANNING/CONSTRUCT	2,160.00
001-0610-520.010-00	DEPT OPERATING SUPPL	175.30
001-0610-520.011-00	UNIFORM ALLOWANCE	35.82
001-0610-520.030-00	MOTOR VEHICLE EXPEN	365.80
001-0610-530.011-00	TELEPHONE	46.70
001-0610-530.030-00	ADVERTISING	51.59
001-0610-530.201-00	OTHER CONTRACT SERVI	456.81
002-0147-530.011-00	TELEPHONE	28.97
009-0150-520.010-00	DEPT OPERATING SUPPL	35.00
009-0150-520.040-00	FUEL	167.34
009-0150-530.011-00	TELEPHONE	15.57
010-0310-530.201-00	OTHER CONTRACT SERVI	11,984.21
016-0613-520.010-00	DEPT OPERATING SUPPL	854.17
016-0613-530.011-00	TELEPHONE	28.97

Account Summary

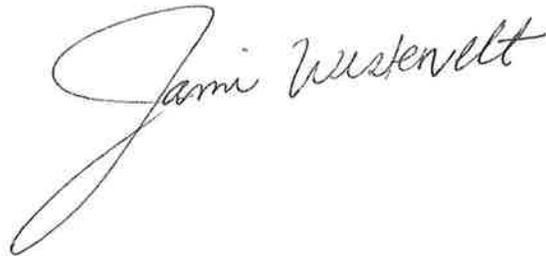
Account Number	Account Name	Payment Amount
016-0613-530.030-00	ADVERTISING	9.10
017-0270-530.201-00	OTHER CONTRACT SERVI	84.29
017-0610-520.010-00	DEPT OPERATING SUPPL	191.55
017-0610-520.011-00	UNIFORM ALLOWANCE	71.58
017-0610-520.040-00	FUEL	35.86
017-0610-530.011-00	TELEPHONE	54.50
019-0613-520.010-00	DEPT OPERATING SUPPL	1,006.66
019-0613-530.030-00	ADVERTISING	13.00
019-0613-530.201-00	OTHER CONTRACT SERVI	1,325.00
021-0310-520.010-00	DEPT OPERATING SUPPL	6.44
021-0310-520.011-00	UNIFORM ALLOWANCE	64.42
021-0310-520.030-00	MOTOR VEHICLE EXPEN	317.04
021-0410-530.030-00	ADVERTISING	145.45
059-0140-500.010-00	SALARIES - PART TIME E	15.94
059-0140-520.000-00	OFFICE SUPPLIES	15.26
059-0140-530.014-00	POSTAGE	14.20
059-0140-530.201-00	OTHER CONTRACT SERVI	10.03
059-0730-520.010-00	DEPT OPERATING SUPPL	306.00
059-0730-520.030-00	MOTOR VEHICLE EXPEN	292.68
059-0730-530.095-00	TAXES	471.58
059-0730-530.201-00	OTHER CONTRACT SERVI	24.75
060-0140-500.010-00	SALARIES - PART TIME E	605.68
060-0140-520.000-00	OFFICE SUPPLIES	228.91
060-0140-530.014-00	POSTAGE	234.32
060-0140-530.030-00	ADVERTISING	51.58
060-0140-530.201-00	OTHER CONTRACT SERVI	165.49
060-0142-520.010-00	DEPT OPERATING SUPPL	299.97
060-0142-530.030-00	ADVERTISING	44.20
060-0410-530.030-00	ADVERTISING	145.45
060-0710-520.010-00	DEPT OPERATING SUPPL	1,012.14
060-0710-520.011-00	UNIFORM ALLOWANCE	150.34
060-0710-520.030-00	MOTOR VEHICLE EXPEN	731.60
060-0710-520.040-00	FUEL	175.10
060-0710-530.011-00	TELEPHONE	155.71
060-0710-530.060-00	ELECTRIC	11.58
060-0710-530.094-00	LICENSES & PERMIT FEE	277.00
060-0710-530.201-00	OTHER CONTRACT SERVI	14,354.75
061-0140-500.010-00	SALARIES - PART TIME E	605.68
061-0140-520.000-00	OFFICE SUPPLIES	228.91
061-0140-530.014-00	POSTAGE	234.32
061-0140-530.201-00	OTHER CONTRACT SERVI	165.49
061-0142-530.030-00	ADVERTISING	48.10
061-0410-530.030-00	ADVERTISING	197.03
061-0520-520.010-00	DEPT OPERATING SUPPL	474.99
061-0520-520.011-00	UNIFORM ALLOWANCE	293.54
061-0520-520.030-00	MOTOR VEHICLE EXPEN	956.60
061-0520-520.040-00	FUEL	175.70
061-0520-530.095-00	TAXES	9,739.29
061-0520-530.201-00	OTHER CONTRACT SERVI	555.75
061-0520-540.030-00	MACHINERY & EQUIPME	25,139.47
062-0140-500.010-00	SALARIES - PART TIME E	302.84
062-0140-520.000-00	OFFICE SUPPLIES	228.92
062-0140-530.014-00	POSTAGE	191.72
062-0140-530.201-00	OTHER CONTRACT SERVI	135.40
062-0510-520.011-00	UNIFORM ALLOWANCE	64.42
062-0510-530.009-00	OTHER PROFESSIONAL S	36,065.48
062-0510-530.030-00	ADVERTISING	145.45
063-0340-530.201-00	OTHER CONTRACT SERVI	36.00

Account Summary

Account Number	Account Name	Payment Amount
074-0610-530.059-00	WATER UTILITY	2,723.38
099-0000-220.050	PERS PAYABLE	7,850.61
099-0000-220.071	POA DEDUCT PAYABLE	300.00
099-0000-220.081	UNION DUES PAYABLE	386.00
099-0000-220.092	CAL PERS 457 DEF COMP	825.00
099-0000-220.097	CALIFORNIA STATE DISB	351.34
099-0000-220.098	WASHINGTON SUPPORT	142.71
301-0520-530.009-00	OTHER PROFESSIONAL S	3,550.00
	Grand Total:	139,286.87

Project Account Summary

Project Account Key	Payment Amount
None	139,286.87
Grand Total:	139,286.87





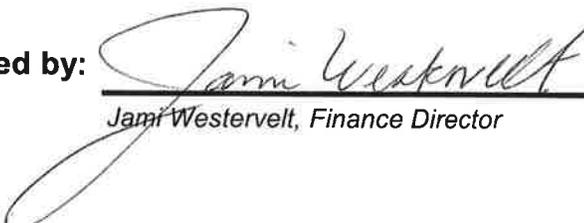
TREASURER'S REPORT

Period Ending September 30, 2018

The following investment and cash information pertains to the period ending September 30, 2018:

<u>Institution</u>	<u>Acct#</u>	<u>Investment Type</u>	<u>Interest Rate</u>	<u>Balance</u>
Investments				
State of California LAIF	000-100.055	Pooled	2.060%	\$5,962,723.74
Non Interest Bearing Items				
Tri-Counties Bank	099-100.004	Payroll Account		\$529,153.93
Tri-Counties Bank	000-100.100	General Checking		\$1,020,058.69
<i>Subtotal</i>				\$1,549,212.62
Total Cash and Investments				\$7,511,936.36

Prepared by:



Jami Westervelt, Finance Director



COUNCIL AGENDA ITEM

OCTOBER 16, 2018

PREPARED BY: Milt Medeiros, Chief of Police

SUBJECT: Veterans Day Parade

BACKGROUND/DISCUSSION

The Veterans Day Parade is scheduled for November 11, 2018, beginning 11:00 AM. The parade will require Police escort, and the route is as follows:

The parade will form in the 600 block of Grove Avenue. It will travel northbound across SR 33, continuing northbound on Fifth Street. It will conclude in front of the Veteran's Hall located at 145 Fifth Street.

American Legion Post 240 is additionally requesting restricted parking on the west side of Fifth Street, from North Avenue south to the handicapped parking stalls in front of the hall to accommodate disabled Veterans attending the event.

FISCAL IMPACT:

Public Works Personnel should be able to deliver and retrieve approximately 12 barricades, incurring about 2 hours of overtime at a cost of \$100.00. Police escort for parade will require two uniformed Police Officers. Typical dayshift staffing on November 11, 2018 is one Officer, which will require one additional Officer for 2 hours of overtime. The current fee schedule for a Gustine Police Officer is \$60.00 per hour, for an overall cost of \$220.00.

RECOMENDATION:

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

EXHIBIT

- A) Letter from American Legion Post 240 requesting permission to hold the annual Veteran's day Parade.

Approved: _____

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

Doug Dunford, City Manager

THE AMERICAN LEGION
MANUEL M. LOPES POST 240
145 5TH ST. GUSTINE CA. 95322

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

The American Legion Post 240 in Gustine and the Veterans of Foreign Wars, would like to request that we may hold our annual Gustine Veterans Day Parade on Nov. 11th 2018. We, the veterans would like to request any and all help from the city of Gustine, City Manager, and our Gustine Police Department. As a Veteran Non-Profit, We would like to request that any fees be marginalized or waived.

We, the Veterans of Gustine are asking that we be able to hold the annual Veterans Day Parade with a start time of 11:00 am on Nov. 11th 2018, starting at the corner of Grove at South, proceeding northbound across Highway 33, to be concluded at the Veterans Hall at 145 5th St. We would also like to have any barricades needed and have parking reserved from the handicapped spaces at the Veterans Hall northbound to 1st Ave. reserved, as well as any additional parking spots that may be reserved for our disabled Veterans.

Our festivities after the parade will be conducted at the Veterans Hall. We would like to cordially invite all city personnel and all members of our fine Police Department, to come and join the Veterans of Gustine in celebrating Veterans Day.

We will accordingly put on this parade and festivities to honor the outstanding Veterans from the Westside.

Please feel free to contact me as soon as possible about any help we may be able to receive. My phone number is 1-209-678-6332.

Sincerely and Respectfully Submitted by,



Steve Croffoot, Adjundant, American Legion Post 240



COUNCIL AGENDA ITEM

OCTOBER 16, 2018

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Authorize the City Manager to Enter into a Contract with Capitol Advocacy Partners to Write a Grant for the Assistance to Firefighter Grant

BACKGROUND/DISCUSSION

Staff contacted Capitol Advocacy Partners to ascertain if they would be interested in writing a grant for a fire engine. They have previously written three grants for the police department getting two police officers and the body worn camera grant.

The Staff and Fire Chief Borelli had discussed this with Capitol Advocacy Partners (CAP), we were met with mixed results as to the possibility of obtaining the grant. The CAP did additional investigations into other options and found that the City might be able to get a fire engine.

FISCAL IMPACT

The cost for the proposal to write, submit and advocate for our submission is \$7,500.

RECOMMENDATION

Council to authorize the City Manager to enter into an agreement with Capitol Advocacy Partners to write, submit and advocate for the grant to the Assistance to Firefighter Grant for a fire engine

EXHIBIT(S)

- A) Capitol Advocacy Partners Contract

OCTOBER 17, 2018

CAPITOL ADVOCACY PARTNERS
600 PENNSYLVANIA AVENUE SE, #15048
WASHINGTON, DC 20003

Dear Dana DeBeaumont

Letter Agreement for Assistance to Firefighters Grant

This letter shall be our Agreement (“Letter Agreement”) regarding the grant writing services for the Gustine Fire Department described below (“Services”) to be provided by Capitol Advocacy Partners, a _____ (“Consultant”) as an independent contractor to the City of Gustine (the “City”) for the City’s federal Assistance to Firefighter (AFG) Grant for the 2018 solicitation (“Project”). Consultant is retained as independent contractor and is not an employee of the City. City and Consultant are sometimes referred to herein as “Party” or “Parties.”

The Services to be provided include the following: those services attached as Exhibit A. Services on the Project shall begin immediately and shall be completed by September 30, 2019, unless extended by the City in writing.

Consultant shall perform all Services under this Letter Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California, and consistent with all applicable laws. Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services.

Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Letter Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Letter Agreement for cause. The key personnel for performance of this Letter Agreement are as follows: Doug Dunford for and Dana DeBeaumont and Amanda Fenton.

Compensation shall be a lump sum amount for all Services for the Project. The total compensation shall not exceed \$7,500 without written approval of the City Manager. Payment shall be due by November 15, 2018.

Consultant shall provide proof of commercial general liability, business auto liability, and professional liability/errors and omissions insurance to the City in amounts and with policies, endorsements and conditions required by the City for the Services. The City, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Consultant's policies of commercial general liability and automobile liability insurance. If Consultant is an employer or otherwise hires one or more employees during the term of this Project, Consultant shall also provide proof of workers compensation coverage for such employees, which meets all requirements of State law, with endorsements and conditions required by the City.

The City may terminate this Letter Agreement at any time with or without cause with a 30-day notice. If the City finds it necessary to terminate this Letter Agreement without cause before Project completion, Consultant shall be entitled to be paid in full for those Services adequately completed prior to the notification of termination. Consultant may terminate this Letter Agreement only upon 30 calendar days' written notice to the City only in the event of City's failure to perform in accordance with the terms of this Letter Agreement through no fault of Consultant.

To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Consultant, its officials, officers, employees, subconsultants, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Letter Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall survive expiration or termination of this Letter Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents, or volunteers.

Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services.

By executing this Letter Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Consultant shall maintain records of its compliance. The City shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Letter Agreement to make the same verifications and comply with all requirements and restrictions provided herein. Consultant's failure to comply or any material misrepresentations or omissions relating thereto shall be grounds for terminating this Letter Agreement for cause.

Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment in violation of state or federal law. As provided for in the indemnity obligations of this Letter Agreement, Consultant shall indemnify City against any alleged violations of this paragraph, including, but not limited to, any fines or penalties imposed by any governmental agency.

This Letter Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Letter Agreement, the action shall be brought in a state or federal court situated in Merced County, State of California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

Consultant shall not assign, sublet, or transfer this Letter Agreement or any rights under or interest in this Letter Agreement without the written consent of the City, which may be withheld for any reason. This Letter Agreement may not be modified or altered except in writing signed by both parties. Except to the extent expressly provided for in the termination paragraph, there are no intended third party beneficiaries of any right or obligation of the Parties.

This is an integrated Letter Agreement representing the entire understanding of the parties as to those matters contained herein, and supersedes and cancels any prior oral or written understanding or representations with respect to matters covered hereunder. Since the Parties or their agents have participated fully in the preparation of this Letter Agreement, the language of this Letter Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Letter Agreement.

Consultant warrants that the individual who has signed this Letter Agreement has the legal power, right and authority to make this Letter Agreement and bind the Consultant hereto. If you agree with the terms of this Letter Agreement, please indicate by signing and dating where indicated below.

CITY OF GUSTINE

CONSULTANT

Approved By:

Doug Dunford
City Manager

Signature

Name

Title

Date

EXHIBIT A

Assist the City of Gustine (Gustine Fire Department) with an application to the AFG Grant program. This will include program analysis, preparation of application, and ongoing communications with officials. Activities to support grant application may include:

- a. Scheduling and participating in teleconferences/meetings between the Gustine Fire Department and Agencies.
- b. Building rapport with FEMA officials.
- c. Coordinate with Fire Department and City to ensure that your federal SAM number is active.
- d. Working with the City Manager/Chief and designated officials write an AFG Grant application requesting funding for vehicle on behalf of Gustine.
- e. Successfully submit application on or before October 24, 2018
- f. Drafting letters of support for the AFG application and working with Department officials to determine support targets/partners.
- g. Drafting and securing letters of support from Congressman and California Senators.
- h. Engaging in ongoing federal advocacy on behalf of the Gustine Fire Department with federal decision-makers throughout application and award period.
- i. Providing ongoing updates to City on funding award notifications.



COUNCIL AGENDA ITEM

OCTOBER 16, 2018

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Council Approve Contract and Resolution to Appoint Interim Public Works Director

BACKGROUND/DISCUSSION

Staff conducted a recruitment for the position of Public Works Director when the vacancy occurred October 31, 2017. Interviews for the position were held on November 20, 2017 with four candidates. Staff had two panels consisting of a professional panel and the Department head panel. Both panels agreed at the conclusion of the interviews that no one met the criteria for the Public Works Director.

Staff contacted a retiree from the City of Merced, (Stan Murdoch) and interviewed him. Staff determined that he would be an outstanding fit to the organization because of his solid background in Public Works and his professionalism.

Mr. Murdoch has reached a point in Cal PERS that he reached his maximum hours allowed. The City has been keeping an open recruitment for Public Works Director, since Mr. Murdoch began his time here.

The City has once again reached out to the City of Merced for a retiree and met with Dan Arnold. Mr. Arnold will assist in helping the Public Works Department with assignments, providing direction and mentoring of personnel. He will assist in the overall operations of the Public Works Department.

FISCAL IMPACT

The impact to the budget will be no more than \$43,000.

RECOMMENDATION

Council approve the contract and resolution appointing Dan Arnold as the Interim Public Works Director.

EXHIBIT(S)

- A) Resolution
- B) Employment Agreement

RESOLUTION NO. 2018-XXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GUSTINE APPOINTING DAN ARNOLD AS INTERIM PUBLIC
WORKS DIRECTOR AND APPROVING EMPLOYMENT
CONTRACT**

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

WHEREAS, the position of Public Works Director has been vacant; and

WHEREAS, to ensure the efficient continued operation of the City, the City desires to retain the services of Dan Arnold ("Retiree"), a retired member of CalPERS, to serve as Interim Public Works Director, effective November 5, 2018; and

WHEREAS, Retiree has significant management and public works experience;

WHEREAS, pending the recruitment, selection and employment of a Public Works Director, the City Council desires to appoint Retiree as Interim Public Works Director, pursuant to the authority provided under Government Code Sections 7522.56 and 21221(h), to provide the leadership, managerial and organizational skills necessary to manage the Public Works Department effectively and efficiently; and

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

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

NOW THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED by the City Council of the City of Gustine as follows:

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

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

(b) Dan Arnold has the specialized skills needed to perform the work required of the Public Works Director until a permanent Public Works Director is appointed and thereafter begins his or her service; and

(c) It is in the best interests of the City to enter into an employment agreement with and to appoint Dan Arnold as Interim Public Works Director for the City pursuant to the authority provided under Government Code Sections 7522.56 and 21221(h).

SECTION 2. Dan Arnold is appointed as Interim Public Works Director of the City in accordance with Government Code Sections 7522.56 and 21221(h) and with the provisions of the employment agreement, a copy of which is attached and incorporated herein by this reference.

SECTION 3. The employment agreement with Dan Arnold, a copy of which shall be kept on file with the Deputy City Clerk, is approved by the City Council effective October 16, 2018.

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

PASSED AND ADOPTED BY the City Council of the City of Gustine on the 16th day of October, 2018, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Melvin Oliveira, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

CITY OF GUSTINE
AGREEMENT FOR
INTERIM PUBLIC WORKS DIRECTOR

THIS AGREEMENT is made and entered into this 5th day of November, 2018 by and between the City of Gustine ("CITY") and Dan Arnold ("EMPLOYEE"). In consideration of the mutual covenants and agreements set forth herein, the Parties agree as follows:

RECITALS

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

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

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

1. **DESIGNATION OF INTERIM PUBLIC WORKS DIRECTOR.** In accordance with Resolution No. _____, EMPLOYEE is appointed Interim Public Works Director of the CITY under the terms of this Agreement.
2. **POSITION AND DUTIES.** EMPLOYEE has been appointed as Interim Public Works Director of the CITY to perform the duties and functions pertaining to the Public Works Director position, and to perform other legally permissible duties and such functions as the City Council or City Manager shall from time to time assign. The City Council or City Manager shall have the authority to determine the specific duties and functions which EMPLOYEE shall perform under this Agreement and the means and manner by which EMPLOYEE shall perform those duties and functions. EMPLOYEE agrees to devote all of his business time, skill, attention, and best efforts to the discharge of the duties and functions assigned to him by the City Council or City Manager.
3. **TERM; TERMINATION AND AT-WILL STATUS.** EMPLOYEE shall commence the performance of his duties as the Interim Public Works Director on November 5, 2018 or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire

as of the first of the following to occur: (i) October 31, 2019; (ii) upon EMPLOYEE working his 960th hour for all CalPERS Agencies during fiscal year 2017-2018 or his 960th hour in any subsequent fiscal year; or (iii) upon termination of the Agreement by either EMPLOYEE or CITY as provided below.

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

4. **COMPENSATION.** Beginning on November 5, 2018, CITY agrees to pay to EMPLOYEE for services rendered under this Agreement as the Interim Public Works Director, the hourly rate of \$ 45.00. The CITY shall not pay for vacation or holidays, nor shall EMPLOYEE be entitled to any other fringe benefits.

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

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

EMPLOYEE
Dan Arnold



6. **HOURS OF WORK.** EMPLOYEE shall devote the time necessary to adequately perform his duties as Interim Public Works Director. The parties anticipate that EMPLOYEE will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special Council meetings, community events and other CITY functions as the City Manager may direct. However, in no event shall EMPLOYEE be required to work in excess of 960 hours in fiscal year 2018-2019 and 960 hours per each subsequent fiscal year for CITY, including hours worked for other CalPERS Agencies during such fiscal years. The position of Interim Public Works Director shall be deemed an exempt position under California wage and hour law.

It is the intent of the parties to compensate EMPLOYEE only to the extent permitted under the Statutes and corresponding CalPERS regulations and policy statements. The Rate of Pay set forth above is based on the salary limitations established by CalPERS in accordance with Section

21221(h) which provides that the Rate of Pay shall be no less than the minimum or greater than the maximum hourly rate for the Public Works Director position as listed on the CITY's publicly available pay schedule.

EMPLOYEE will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, EMPLOYEE shall keep CITY continually apprised of any hours worked by EMPLOYEE for other CalPERS Agencies during the term of this Agreement.

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

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

CITY OF GUSTINE

By: _____
Doug Dunford, City Manager

Date: _____

EMPLOYEE

By: _____
Dan Arnold

Date: _____



COUNCIL AGENDA ITEM OCTOBER 16, 2018

PREPARED BY: Doug Dunford, City Manager
Martin Carver, ZeroCity

SUBJECT: **Recommendation to the City Council re: the adoption of an amendment to the General Plan Land Use Diagram (General Plan Amendment GPA-2018-XXX) and the adoption of an amendment to the Zoning Map (Ordinance 2018-YYY), both to Implement the Gustine Housing Element**

BACKGROUND/DISCUSSION:

This item before the City Council is a General Plan Amendment and a Zoning Map Amendment to prepare two properties for multi-family housing. These actions will implement the Gustine Housing Element.

Replacing the Sullivan Road Property

The first property being considered for multi-family housing is located on Highway 33 (APN 021-061-004) and is a replacement for a Sullivan Road property (APN 021-110-031), which was identified by the 2012 Housing Element Implementation Program 1-H as a new site for medium/high density development. The Planning Commission rejected the Sullivan Road property at its December 13, 2017 meeting and directed staff to identify a suitable replacement site.

Since December, staff has returned to Planning Commission twice to recommend alternatives to the Sullivan Road property. In February, staff recommended a property on Carnation Road (APN 063-320-018 part) as a replacement site, but after hearing public testimony, the Planning Commission rejected this site and directed staff to continue its efforts for find a suitable replacement site. In March, staff again returned to Planning Commission, this time recommending a property on Wallis Avenue as a replacement site. After hearing public testimony, the Planning Commission accepted the Wallis Avenue property and recommended approval of this site by the City Council. The City Council took the matter up at its May 15, 2018 meeting but rejected the site after hearing public testimony. City Council directed staff to continue its efforts for find a suitable replacement site for the Sullivan Road property cited in the 2012 Housing Element Implementation Program 1-H.

Staff is now recommending a property on Highway 33 (APN 021-061-004) as a replacement site for the original Sullivan Road property. This site is currently unused commercial property located next to the Dollar General store. The Green Acres Mobile Manor is located behind the proposed site, and a single-family residential neighborhood is located south of the property.

To prepare this Highway 33 property for multi-family residential development, it is necessary to change both the *Gustine 2002 General Plan* Land Use Diagram and the *Gustine Zoning Map*. The amendment of the *General Plan* Land Use Diagram is accomplished through the adoption of a resolution amending the *Gustine 2002 General Plan*. The amendment of the *Zoning Map* is accomplished through the adoption of an ordinance. Two separate resolutions have been prepared to recommend both of these changes to the *Gustine City Council*.

Meeting 2018 Regional Housing Needs Allocation

The second property being considered for multi-family development is located in the new Southeast *Gustine Master Plan* area. Known as the Tosta property (APN 021-062-005), this site was identified by the property owner during the development of the *Master Plan* as a potential multi-family housing site. This site was also identified in the 2018 *Housing Element* update process as necessary part of the inventory of vacant and available site to meet the City's regional housing needs allocation set for by the *Merced County Association of Governments*.

As with the Highway 33 site discussed above, to prepare the Tosta Property for multi-family residential development, it is necessary to change both the *Gustine 2002 General Plan* Land Use Diagram and the *Gustine Zoning Map*. Accordingly, the Tosta Property joins the Highway 33 property in both of the resolutions discussed above.

Summary

Resolution 1 (Exhibit A) recommends amendment of the *Gustine 2002 General Plan* Land Use Diagram and is attached as Exhibit A. The resolution includes the following:

1. Re-designation of APN 021-061-004 from "Highway Commercial (CH)" to "Medium/High Density Residential," and
2. Re-designation of APN 021-062-005 from "Planned Development (PD)" to "Medium/High Density Residential."

Resolution 2 (Exhibit B) recommends amendment of the *Gustine Zoning Map* and is attached as Exhibit B. This resolution includes the following:

1. Re-zoning of APN 021-061-004 from "C-H Highway Commercial" To "R-3 Multiple Residential," and
2. Re-zoning APN 021-062-005 from "PD Planned Development" To "R-3 Multiple Residential."

To support these changes to the *Gustine 2002 General Plan* and the *Gustine Zoning Map*, the City's consulting planner has prepared an addendum to the Initial Study/Negative Declaration (prepared earlier for Housing Element adoption). This addendum evaluates the environmental impact of re-designating and rezoning both the Highway 33 and the Tosta properties for multifamily residential development and has determined that proposed changes: 1) were a minor technical addition that did not involve new significant environmental effects or a substantial increase in the severity of a previously identified significant effect; 2) did not occur under changed circumstances that involve new significant environmental effects or a substantial increase in the severity of a previously identified significant effect; and 3) did not occur in the context of new information of substantial importance that shows the project would have a new significant effect or increase the severity of an effect that was previously discussed.

The addendum to the Housing Element Initial Study/Negative Declaration is attached as Exhibit C.

FISCAL IMPACT:

None.

RECOMMENDATION:

Staff recommends that the City Council:

1. Receive a report from City staff and the City's Housing Element consultant;
2. Hold a public hearing to receive public comment;
3. Consider the information and findings contained in the addendum to the Initial Study/Negative Declaration prepared for this project;
4. Adopt Resolution 1 (Exhibit A), which recommends to the City Council approval of an amendment to the General Plan Land Use Diagram (GPA #2018-XXX) to change the land use designation for APN 021-061-004 from "Highway Commercial (CH)" to "Medium/High Density Residential" and to change the land use designation for APN 021-062-005 from "Planned Development (PD)" to "Medium/High Density Residential" to implement the Gustine Housing Element; and
5. Adopt Resolution 2 (Exhibit B), which recommends to the City Council approval of an ordinance to amend the Gustine Zoning - Subdivision Code at Section 4-12-020 (Zoning Map and Zoning Districts) to rezone APN 021-061-004 from "C-H Highway Commercial" To "R-3 Multiple Residential" and to rezone APN 021-062-005 from "PD Planned Development" to "R-3 Multiple Residential," to implement the Gustine Housing Element.

EXHIBITS:

- A) Resolution 1, amending the Gustine 2002 General Plan
- B) Addendum to the Housing Element Initial Study/Negative Declaration
- C) Draft Ordinance

RESOLUTION NO. 2018-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE APPROVING THE GENERAL PLAN AMENDMENT, AMENDING THE GENERAL PLAN LAND USE DIAGRAM TO CHANGE THE DESIGNATIONS OF: 1) APN 021-061-004, LOCATED ON HIGHWAY 33, FROM "HIGHWAY COMMERCIAL (HC)" TO "MEDIUM/HIGH DENSITY RESIDENTIAL (MHD)," AND 2) APN 021-062-005, (TOSTA PROPERTY), FROM "PLANNED DEVELOPMENT (PD)" TO "MEDIUM/HIGH DENSITY RESIDENTIAL (MHD)," BOTH FOR THE PURPOSE OF IMPLEMENTING THE GUSTINE HOUSING ELEMENT

WHEREAS, the Planning Commission recommended adoption of the City of Gustine Housing Element (2017 Update) at its December 13, 2017 meeting; and

WHEREAS, the Housing Element adopted in 2012 contained Implementation Program 1-H, which committed the City to the amendment of its General Plan Land Use Diagram to change the land use designation for APN 021-110-031 from Low-Density Residential to Medium/High-Density Residential; and

WHEREAS, the 2012 Housing Element Implementation Program 1-H also allowed that if property owners object to the re-designation of this property, the City could substitute one or more alternative sites with equivalent housing potential to achieve the City's goal of providing sufficient sites to meet its Regional Housing Needs Allocation, as set forth by the Merced County Association of Governments; and

WHEREAS, the Planning Commission, at its December 13, 2017 meeting, determined that the re-designation of APN 021-110-031 for medium/high density residential development would be inconsistent with the existing neighborhood; and

WHEREAS, the City Council has now determined that 2.204 acres of APN 021-061-004, located on Highway 33, is a suitable alternative site for medium/high density residential development with a roughly equivalent housing potential as APN 021-110-031; and

WHEREAS, the 2018 Housing Element contains Implementation Program 1-I (required to meet the City's 2014 Regional Housing Needs Allocation), calls for the City to re-zone the 6.200-acre Tosta Property (APN 021-062-005) to R-3 Multiple Residential; and

WHEREAS, the Planning Commission at its December 13, 2017 meeting, recommended approval of the Initial Study/Negative Declaration prepared for the adoption of the Housing Element; and

WHEREAS, the changes now being proposed to the General Plan Land Use Diagram are: 1) minor technical additions that do not involve new significant environmental effects or a substantial increase in the severity of a previously identified significant effect; 2) do not occur under changed circumstances that involve new significant environmental effects or a substantial increase in the severity of a previously identified significant effect; and 3) do not occur in the context of new information of substantial importance that shows the project will have a new significant effect or increase the severity of an effect that was previously discussed.

WHEREAS, an addendum to the Housing Element Initial Study/Negative Declaration has been prepared to include new information describing the proposed re-designation and rezoning of the Highway 33 property and the Tosta property; and

WHEREAS, the City Council has reviewed and considered the addendum to the Initial Study/Negative Declaration prepared for the Housing Element at its meeting on October 16, 2018, and prior to acting on the application, the City Council received written and oral reports by the staff and received public testimony.

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

Section 1. The foregoing recitals are true and correct and constitute the City Council's findings in this matter.

Section 2. The City Council adopts the General Plan Amendment, which amends the General Plan Land Use Diagram to change the land use designation for APN 021-061-004 from "Highway Commercial (HC)" To "Medium/High Density Residential (MHD)" and the land use designation for APN 021-062-005 from "Planned Development (PD)" to "Medium/High Density Residential", both as described in Exhibit A, which is attached hereto and incorporated herein by this reference.

THE FOREGOING RESOLUTION was approved by the City Council of the City of Gustine to amend the General Plan Land Use Diagram amendment as reflected in Exhibit A to the Gustine City Council at the regular meeting of the City Council of the City of Gustine held on the 16th day of October, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Melanie Correa, Deputy City Clerk

Mayor

Exhibit A: Map of Proposed Amendment to the General Plan Land Use Diagram

EXHIBIT A

Map of Proposed Amendment to the General Plan Land Use Diagram

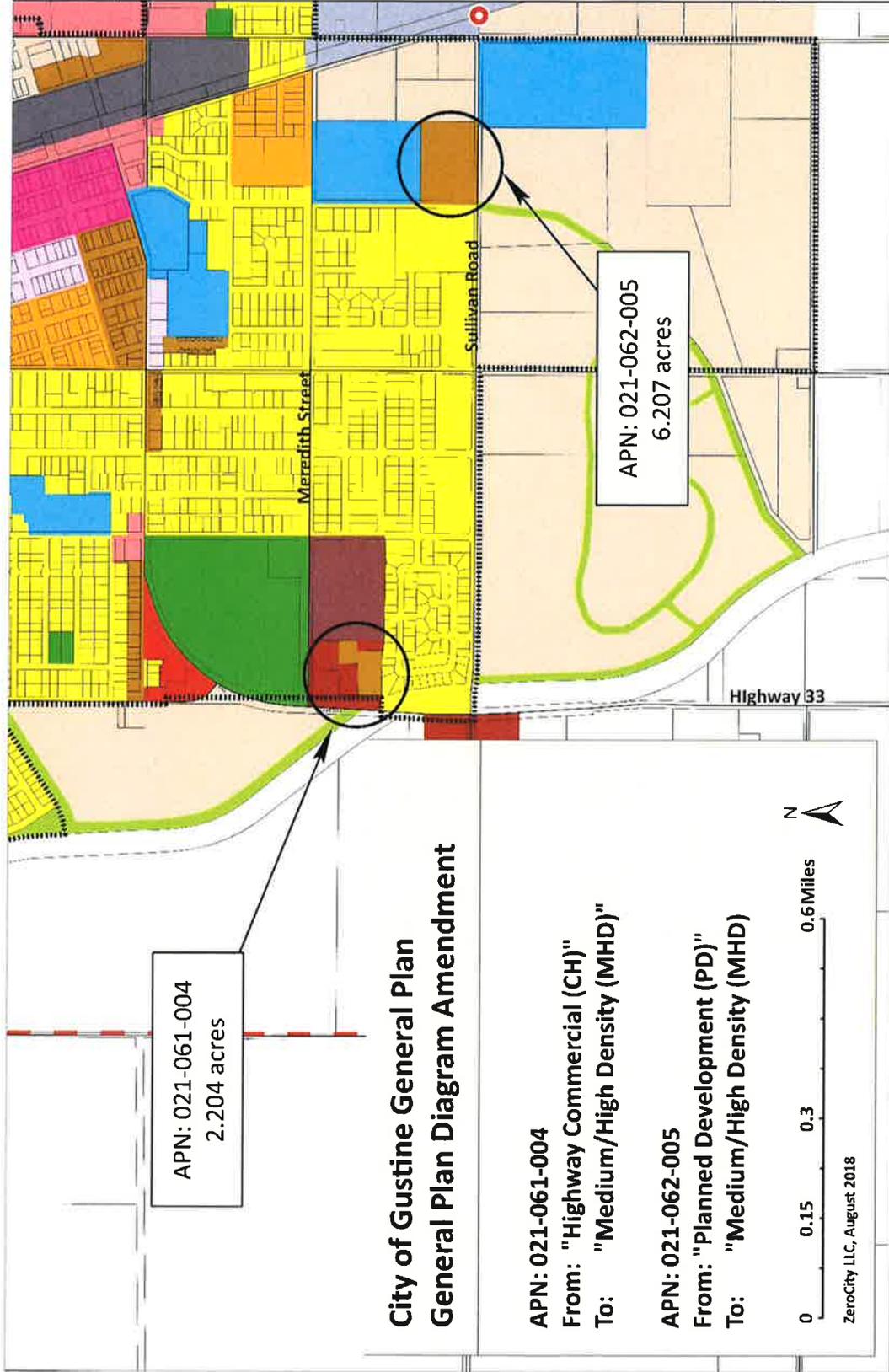


EXHIBIT B

CITY OF GUSTINE

Addendum

City of Gustine Housing Element
Initial Study/Negative Declaration
(August 2018)

Pursuant to Section 15164 of the CEQA Guidelines, the City of Gustine has prepared Addendum to the Initial Study/Negative Declaration adopted for the 2017 Update of the Gustine General Plan Housing Element. The proposed changes, which are described below, are: 1) minor technical additions that do not involve new significant environmental effects or a substantial increase in the severity of a previously identified significant effect; 2) do not occur under changed circumstances that involve new significant environmental effects or a substantial increase in the severity of a previously identified significant effect; and 3) do not occur in the context of new information of substantial importance that shows the project will have a new significant effect or increase the severity of an effect that was previously discussed.

The City of Gustine Housing Element Initial Study/Negative Declaration prepared in September 2017, is hereby revised to:

1. Add the following descriptions to Section II(B) (Project Description):

The proposed project is the adoption of an updated housing element for the Gustine General Plan, the adoption of amendments to the City of Gustine's General Plan Land Use Diagram, and the adoption of amendments to the City of Gustine's Code of Ordinances and Zoning-Subdivision code. Changes to the General Plan Land Use Diagram now include re-designation of 2.207 acres of APN 021-061-004 to "Medium/High Density Residential (MHD)" from "Highway Commercial (HC)." This property is proposed for re-designation in place of APN 021-110-031, which was identified in Implementation Program 1-H, and which is no longer proposed for re-designation. In addition, 6.200 acres of APN 021-062-005 would be re-designated to "Medium/High Density Residential (MHD)" from "Planned Development (PD)." Both of these properties would also be rezoned to "R-3 Multiple Residential" from "C-H Highway Commercial" and "PD Planned Development," respectively. The initial study has been prepared based on the Public Review Draft of the City

of Gustine General Plan Housing Element, (hereinafter referred to as the "Housing Element,") prepared in August 2017 . . .

2. Add the following analysis to Section III (C) 2 (Agricultural Resources):

Environmental Concern: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance; conflict with existing zoning for agricultural use; involve other changes that could result in conversion of Farmland

Status: "No Impact"

Explanation: Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) confirms the need to annex land to meet housing needs and is consistent with the Gustine General Plan Land Use Diagram, which identifies the area for urban expansion. The annexation, which is a separate project that is subject to its own CEQA review, would involve approximately 153 acres of new urban development and result in the irreversible conversion of land that is designated as Prime Farmland and Farmland of Statewide Importance. This impact is analyzed in the "Southeast Gustine Annexation Project Public Review Draft EIR," which found the impact to be significant and unavoidable. The Draft EIR calls for the payment of an agricultural mitigation fee (Mitigation Measure AGRI-1.1).

The adoption of Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) results in no further impact beyond that analyzed in "Southeast Gustine Annexation Project Public Review Draft EIR." Implementation Program 1-K (Increase Maximum Density in the R-3 and R-4) and Implementation Program 1-M (Reduced Parking Requirements in Multifamily Developments) would not involve any significant adverse effect related to agricultural resources. If anything, increased densities and reduced parking requirements would lessen the pressure to convert agricultural resources in areas adjacent to Gustine.

Implementation Program 1-H (General Plan / Zoning Ordinance Consistency) calls for the re-designation of land to "Medium/High Density Residential" to accommodate affordable housing called for the City's Regional Housing Needs Allocation prepare by the Merced County Association of Governments. Accordingly, the City proposes to re-designate 2.207 acres of APN 021-061-004 located on Highway 33 from "C-H Highway Commercial" to "Medium/High Density Residential." In addition, 6.200 acres of APN 021-062-005, also known as the Tosta Property, would be re-designated to "Medium/High Density Residential (MHD)" from "Planned Development (PD)." Both of these properties would also be rezoned to "R-3 Multiple Residential" from "C-H Highway Commercial" and "PD Planned Development," respectively.

The Highway 33 property is currently vacant commercial land located next to the Dollar General store. The Tosta Property is currently in agricultural production but was annexed by the City of Gustine in July 2018 for urban use. The annexation and urbanization of the Tosta property was analyzed in the "Southeast Gustine Annexation Project Public Review Draft EIR," which found the action would result in significant and unavoidable impacts involving the conversion of agricultural land. The EIR included Mitigation Measure AGRI 1.1, which required the payment of an agricultural mitigation fee. The re-designation and rezoning now being proposed will result in no further impact to agricultural resources.

Source:

Gustine 2002 General Plan; "Southeast Gustine Annexation Project Public Review Draft EIR" (August 2017).

3. Add the following analysis to Section III (C) 7 (Greenhouse Gas Emissions):

Environmental Concern: Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases.

Status:

"No Impact" "Less Than Significant Impact"

Explanation:

Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) confirms the need to annex land to meet housing needs and is consistent with the Gustine General Plan Land Use Diagram, which identifies the area for urban expansion. The annexation, which is a separate project that is subject to its own CEQA review, would involve GHG emissions resulting from construction employee travel and the operation of heavy and light internal combustion construction equipment used in the construction process. Indirect GHG emissions would result from use of commercial energy during the construction process and from resource extraction and manufacturing of construction materials. The project would also generate GHG emissions after construction. Direct GHG sources would include emissions from the combustion of natural gas for water and space heating in residences. Vehicle travel associated with residential uses would produce continuing emissions by the vehicles' internal combustion engines. The use of electrical energy for heating, lighting and other services would also generate indirect emissions associated with electrical generation, along with water usage and waste disposal associated with the project. The Draft EIR calls for use of natural gas hearths and exceedance of Title 24 energy conservation requirements by 15% (Mitigation Measure GHG-1). According to the "Southeast Gustine Annexation Project Public Review Draft EIR," GHG emission reduction achieved through these mitigation measures would be consistent with the objectives of both the SJVAPCD's Climate Change Action Plan (CCAP) and the State's AB32 Climate Change Scoping Plan.

The adoption of Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) results in no further impact beyond that analyzed in "Southeast Gustine Annexation Project Public Review Draft EIR." Implementation Program 1-K (Increase Maximum Density in the R-3 and R-4) and Implementation Program 1-M (Reduced Parking

Requirements in Multifamily Developments) would not involve any adverse effect related to GHG emissions. If anything, increased densities and reduced parking requirements would lessen GHG emissions by improving building efficiency and encouraging use of alternative transportation and therefore lessen GHG impacts.

Implementation Program 1-H (General Plan / Zoning Ordinance Consistency) calls for the re-designation of land to "Medium/High Density Residential" to accommodate affordable housing called for the City's Regional Housing Needs Allocation prepare by the Merced County Association of Governments. Accordingly, the City proposes to re-designate 2.207 acres of APN 021-061-004 located on Highway 33 from "C-H Highway Commercial" to "Medium/High Density Residential." In addition, 6.200 acres of APN 021-062-005, also known as the Tosta Property, would be re-designated to "Medium/High Density Residential (MHD)" from "Planned Development (PD)." Both of these properties would also be rezoned to "R-3 Multiple Residential" from "C-H Highway Commercial" and "PD Planned Development," respectively.

The Initial Study/Negative Declaration prepared for the 2011 Gustine Housing Element addressed greenhouse gas impacts related to the re-designation of APN 021-110-031 and found the impacts to be less than significant. Re-designation of the Highway 33 property would result in roughly the same number of acres being devoted to medium/high density housing as would have been the case with Sullivan Road property. The Sullivan Road property, however, would remain designated as "R-1 Low Density Residential."

Therefore, the re-designation of the Highway 33 property in place of the Sullivan Road property would have the net effect of adding 3.38 acres of "R-1 Low Density Residential" property to the City's inventory of vacant and available housing sites (the amount that would have been lost if the Sullivan Road property had been re-designated for high density housing). These

additional housing sites are estimated to accommodate six (6) to 20 dwelling units.

Applying the same GHG dwelling unit emission factor (MT CO₂E/year), as was recently calculated for the 676 units to be constructed in the Southeast Gustine Master Plan area (10,065 MT CO₂E/year; 14.89 MT CO₂E/year/dwelling unit), this means that the six (6) to 20 dwelling units that could result from the Highway 33 re-designation/rezoning would result in 89 to 298 MT CO₂E/year (less than one (1) percent to as much as three (3) percent of the total GHG emissions that are expected from the Southeast Gustine Master Plan Project).¹ Of course, development of the Southeast Gustine Master Plan Area represents only a small proportion of citywide GHG emissions. Accordingly, the Highway 33 re-designation/rezoning would add an insignificant amount of greenhouse gas emissions to the City's overall GHG baseline emissions. Of course, development of the Highway 33 site for commercial uses would have also increased GHG emissions, so the net effect of the re-designation/rezoning would be less overall.

The annexation and urbanization of the Tosta property was analyzed in the "Southeast Gustine Annexation Project Public Review Draft EIR," which found the action would result in significant impact involving the greenhouse gas emissions. The EIR included Mitigation Measure GHG 1, which required greenhouse gas emission reduction measures. The re-designation and rezoning now being proposed will result in no further impact related to greenhouse gas emissions.

Accordingly, the re-designation and rezoning now being proposed will result in a less-than-significant impact related to greenhouse gas emissions.

¹ See page 3-8 (development potential) and page 10-10 (project greenhouse gas emissions) from the Draft EIR for the Southeast Gustine Annexation Project (Basecamp Environmental, August 18, 2016).

Source: *Gustine 2002 General Plan*; "Southeast Gustine Annexation Project Public Review Draft EIR" (August 2017).

4. Add the following analysis to Section III (C) 13 (Population and Housing):

Environmental Concern: Induce substantial population growth in an area; displace substantial numbers of existing housing; displace substantial numbers of people

Status: "Less than Significant Impact"

Explanation: Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) confirms the need to annex land to meet housing needs and is consistent with the Gustine General Plan Land Use Diagram, which identifies the area for urban expansion. The annexation, which is a separate project that is subject to its own CEQA review, would incorporate approximately 219.2 acres of land designated for residential use. Development potential includes about 676 new housing units. The total potential population increase for the entire annexation area, based on current development plans and future potential development, would be approximately 2,028 persons based on the DOF average household size. Proposed residential development is well within the prescribed density for the land use designation that the General Plan applies to the annexation area.

The adoption of Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) supports adopted housing goals contained the Gustine General Plan Housing Element but nonetheless results in no further impact beyond that analyzed in "Southeast Gustine Annexation Project Public Review Draft EIR." Implementation Program 1-K (Increase Maximum Density in the R-3 and R-4) and Implementation Program 1-M (Reduced Parking Requirements in Multifamily Developments) would also support adopted housing goals contained the Gustine General Plan Housing Element but are not expected to induce significant new population growth.

Implementation Program 1-H (General Plan / Zoning Ordinance Consistency) calls for the re-designation of land to "Medium/High Density Residential" to accommodate affordable housing called for the City's Regional Housing Needs Allocation prepare by the Merced County Association of Governments. Accordingly, the City proposes to re-designate 2.207 acres of APN 021-061-004 located on Highway 33 from "C-H Highway Commercial" to "Medium/High Density Residential." In addition, 6.200 acres of APN 021-062-005, also known as the Tosta Property, would be re-designated to "Medium/High Density Residential (MHD)" from "Planned Development (PD)." Both of these properties would also be rezoned to "R-3 Multiple Residential" from "C-H Highway Commercial" and "PD Planned Development," respectively.

The Initial Study/Negative Declaration prepared for the 2011 Gustine Housing Element addressed population and housing impacts related to Implementation Program 1-H and found the impacts to be less than significant. Re-designation of the Highway 33 property would result in the similar number of acres being devoted to medium/high density housing as would have been the case with Sullivan Road property. The Sullivan Road property, however, would remain designated as "R-1 Low Density Residential." Therefore, the re-designation of the Highway 33 property in place of the Sullivan Road property would have the net effect of adding 3.38 acres of "R-1 Low Density Residential" property to the City's inventory of vacant and available housing sites (the amount that would have been lost if the Sullivan Road property had been re-designated for high density housing). These additional housing sites are estimated to accommodate six (6) to 20 dwelling units. This additional potential for housing represents less than one percent of the City's housing stock. Accordingly, the re-designation and rezoning now being proposed will result in a less-than-significant impact related to population and housing.

The annexation and urbanization of the Tosta property was analyzed in the "Southeast Gustine Annexation

Project Public Review Draft EIR," which found the action would not result in significant impact involving the population and house. The EIR did not require mitigation measures in this category of concern. The re-designation and rezoning now being proposed will result in no further impact related to greenhouse gas emissions.

Source: Gustine 2002 General Plan; "Southeast Gustine Annexation Project Public Review Draft EIR" (August 2017).

5. Add the following analysis to Section III (C) 15 (Transportation/Traffic):

Environmental Concern: Conflicts with an applicable plan that establishes measures of effectiveness for the performance of the circulation system; conflicts with an applicable congestion management plan, including levels of service standards; result in a change in air traffic patterns; substantially increase hazards due to a design feature; result in inadequate emergency access; conflict with adopted policies supporting alternative transportation

Status: "Less than Significant Impact"

Explanation: Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) confirms the need to annex land to meet housing needs and is consistent with the Gustine General Plan Land Use Diagram, which identifies the area for urban expansion. The annexation, which is a separate project that is subject to its own CEQA review, would lead to development that generates additional traffic on area streets and highways. The Draft EIR calls for traffic improvement fees and traffic control improvements (Mitigation Measures TRANS-1.1, 1.2, and 1.3).

The adoption of Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) results in no further impact beyond that analyzed in "Southeast Gustine Annexation Project Public Review Draft EIR." Implementation Program 1-K (Increase

Maximum Density in the R-3 and R-4) could result in slightly more traffic on area streets and highways. Given the small number of properties (and small amount of acreage) affected, these impacts would be considered less than significant. Implementation Program 1-M (Reduced Parking Requirements in Multifamily Developments) would not involve any adverse effect related traffic or transportation.

Implementation Program 1-H (General Plan / Zoning Ordinance Consistency) calls for the re-designation of land to "Medium/High Density Residential" to accommodate affordable housing called for the City's Regional Housing Needs Allocation prepare by the Merced County Association of Governments. Accordingly, the City proposes to re-designate 2.207 acres of APN 021-061-004 located on Highway 33 from "C-H Highway Commercial" to "Medium/High Density Residential." In addition, 6.200 acres of APN 021-062-005, also known as the Tosta Property, would be re-designated to "Medium/High Density Residential (MHD)" from "Planned Development (PD)." Both of these properties would also be rezoned to "R-3 Multiple Residential" from "C-H Highway Commercial" and "PD Planned Development," respectively.

The Initial Study/Negative Declaration prepared for the 2011 Gustine Housing Element addressed traffic impacts related to the re-designation of APN 021-110-031 and found the impacts to be less than significant. Re-designation of the Highway 33 property would result in roughly the same number of acres being devoted to medium/high density housing as would have been the case with Sullivan Road property. The Sullivan Road property, however, would remain designated as "R-1 Low Density Residential."

Therefore, the re-designation of the Highway 33 property in place of the Sullivan Road property would have the net effect of adding 3.38 acres of "R-1 Low Density Residential" property to the City's inventory of vacant and available housing sites (the amount that would have been lost if the Sullivan Road property had

been re-designated for high density housing). These additional housing sites are estimated to accommodate six (6) to 20 dwelling units. This additional potential for housing would generate approximately 57 to 190 new trips to the City's streets, which is an insignificant addition to the City's traffic and an insignificant increase in the number of vehicle miles travelled by Gustine residents overall.²

The proposed change would reduce traffic generated along Sullivan Road but would increase traffic along Highway 33. The increase along Highway 33 would be approximately 293 average daily trips². This difference would be unlikely to change level of service at any nearby intersection and would thereby not result in the need for intersection improvements.

The annexation and urbanization of the Tosta property was analyzed in the "Southeast Gustine Annexation Project Public Review Draft EIR," which found the action would result in significant impact involving the transportation. The EIR required three (3) mitigation measures in this category of concern. Mitigation Measure TRANS 1.1 required modification of the capital fee program to incorporate street, intersection, and railroad crossing improvements. Mitigation Measure TRANS 1.2 required the payment of impact fees by project developers. Mitigation Measure TRANS 1.3 required installation of a four-way stop at Sullivan Road and Grove Road. The re-designation and rezoning now being proposed will result in no further impact related to greenhouse gas emissions.

The re-designation and rezoning now being proposed would result in a less-than-significant impact related to transportation and traffic.

² See pages 17-8 and 17-9 of the Draft EIR for the Southeast Gustine Annexation Project (Basecamp Environmental, August 18, 2016). The transportation analysis in this EIR assumed 9.52 daily trips per residential unit developed in the Southeast Gustine Master Plan Area. For comparison, that project was estimated by the EIR to generate 6,436 new daily trips at buildout. ITE recommends a rate of 6.65 average daily trips per multi-family housing unit.

Source: *Gustine 2002 General Plan*; "Southeast Gustine Annexation Project Public Review Draft EIR" (August 2017).

6. Add the following analysis to Section III (C) 17 (Utilities and Service Systems):

Environmental Concern: Have sufficient water supplies available to serve the project from existing entitlements and resources; substantially deplete groundwater supplies; result in the construction of new or expanded water facilities; exceed wastewater treatment requirements; require or result in the construction of new water or wastewater treatment facilities; require or result in the construction of new storm water drainage facilities; have sufficient water supplies available to serve the project from existing entitlements and resources; result in a determination by the wastewater treatment provider that serves the project that it has adequate capacity to serve the project's projected demand; be served by a landfill with sufficient permitted capacity; comply with federal, state, and local statutes and regulations related to solid waste; result in wasteful, inefficient and unnecessary consumption of energy

Status: "Less than Significant Impact"

Explanation: Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) confirms the need to annex land to meet housing needs and is consistent with the Gustine General Plan Land Use Diagram, which identifies the area for urban expansion. The annexation, which is a separate project that is subject to its own CEQA review, would lead to development that generates additional demand for sewer, water, and landfill services. According to the "Southeast Gustine Annexation Project Public Review Draft EIR," full development of the proposed annexation area would generate an estimated average of 0.17 mgd of wastewater per day at buildout. The Draft EIR calls for the evaluation of availability of wastewater treatment capacity for new development as it comes forward in the annexation area and requires that developers pay their fair share. (Mitigation Measures UTIL-1.1). It also

class for improvements to the wastewater collection system (Mitigation Measures UTIL-2.1).

With regard to potable water, the proposed project includes dedication of a new well site and construction of a new well in the southern portion of the annexation, in connection with Phase 1 development. Again, according to the "Southeast Gustine Annexation Project Public Review Draft EIR," the new well would add substantially to the City's existing groundwater supply and would offset demands generated by the project.

With regard to storm drains improvements, new structures and pavement will generate additional runoff and the need for new urban storm drainage facilities. The Draft EIR calls for the construction of new storm drainage facilities and the improvement of existing facilities. (Mitigation Measures UTIL-5.1 and 5.2).

With regard to solid waste, future development in the annexation area would involve increased solid waste generation. According to the "Southeast Gustine Annexation Project Public Review Draft EIR," future development would result in the potential for up to 1,685 tons of solid waste annually. There is no shortage of landfill space, and new residential uses would participate in existing recycling programs.

The adoption of Implementation Program 1-S (Annexation of Southeast Gustine Master Plan Area) results in no further impact beyond that analyzed in "Southeast Gustine Annexation Project Public Review Draft EIR." Implementation Program 1-K (Increase Maximum Density in the R-3 and R-4) could result in slightly more demand for public utilities and services. Given the small number of properties (and small amount of acreage) affected, these impacts would be considered less than significant. Implementation Program 1-M (Reduced Parking Requirements in Multifamily Developments) would not involve any adverse effect related public utilities and services.

Implementation Program 1-H (General Plan / Zoning Ordinance Consistency) calls for the re-designation of

land to "Medium/High Density Residential" to accommodate affordable housing called for the City's Regional Housing Needs Allocation prepare by the Merced County Association of Governments. Accordingly, the City proposes to re-designate 2.207 acres of APN 021-061-004 located on Highway 33 from "C-H Highway Commercial" to "Medium/High Density Residential." In addition, 6.200 acres of APN 021-062-005, also known as the Tosta Property, would be re-designated to "Medium/High Density Residential (MHD)" from "Planned Development (PD)." Both of these properties would also be rezoned to "R-3 Multiple Residential" from "C-H Highway Commercial" and "PD Planned Development," respectively.

The Initial Study/Negative Declaration prepared for the 2011 Gustine Housing Element addressed utility and service system impacts related to the re-designation of APN 021-110-031 and found the impacts to be less than significant. Re-designation of the Highway 33 property would result in the same number of acres being devoted to medium/high density housing as would have been the case with Sullivan Road property. The Sullivan Road property, however, would remain designated as "R-1 Low Density Residential."

Therefore, the re-designation of the Highway 33 property in place of the Sullivan Road property would have the net effect of adding 3.38 acres of "R-1 Low Density Residential" property to the City's inventory of vacant and available housing sites (the amount that would have been lost if the Sullivan Road property had been re-designated for high density housing). These additional housing sites are estimated to accommodate six (6) to 20 dwelling units. Applying the same wastewater generation factor (million gallons per day or mgd), as was recently calculated for the 676 units to be constructed in the Southeast Gustine Master Plan area (0.17 mgd; 251.5 gallons per day/dwelling unit), this means that the six (6) to 20 additional dwelling units that could result from the Highway 33 re-designation/rezoning would result in 1,509 to 5,030 gallons per day (less than one (1) percent to as much

as three (3) percent of the total wastewater to be generated by from the Southeast Gustine Master Plan Project).³ Similar levels of new demand for water and solid waste services are expected. Of course, development of the Highway 33 site for commercial uses would have also increased demand for utility services, so the net effect of the re-designation/rezoning would be less overall. Accordingly, the re-designation and rezoning now being proposed will result in a less-than-significant impact related to sewer, water, and solid waste service.

The annexation and urbanization of the Tosta property was analyzed in the "Southeast Gustine Annexation Project Public Review Draft EIR," which found the action would result in significant impact involving utilities and service systems. The EIR required five (5) mitigation measures in this category of concern. Mitigation Measure UTIL 1.1 required wastewater treatment plant improvements. Mitigation Measure UTIL 2.1 required wastewater collection system improvements. Mitigation Measure UTIL 5.1 required storm drain improvements. Mitigation Measure UTIL 5.2 required modifications to the storm drain master plan. Mitigation Measure UTIL 7.1 required temporary modification of annexation boundaries to address irrigation system concerns. The re-designation and rezoning now being proposed will result in no further impact related to greenhouse gas emissions.

Source:

Gustine 2002 General Plan; "Southeast Gustine Annexation Project Public Review Draft EIR" (August 2017).

³ See page 3-8 (development potential) and page 18-2 (wastewater treatment facility effects) from the Draft EIR for the Southeast Gustine Annexation Project (Basecamp Environmental, August 18, 2016).

City of Gustine Housing Element Initial Study/Negative Declaration (September 2017) can be viewed at Gustine City Hall, and an electronic copy will be provided upon request.

ORDINANCE 18-X

AN ORDINANCE OF THE CITY OF GUSTINE, STATE OF CALIFORNIA, AMENDING THE GUSTINE ZONING MAP (GUSTINE ZONING - SUBDIVISION CODE AT SECTION 4-12-020 – ZONING MAP AND ZONING DISTRICTS) TO CHANGE THE ZONING OF: 1) APN 021-061-004, LOCATED ON HIGHWAY 33, FROM “C-H HIGHWAY COMMERCIAL” TO “R-3 MULTIPLE RESIDENTIAL” AND 2) APN 021-062-005, (TOSTA PROPERTY), FROM “PD PLANNED DEVELOPMENT” TO “R-3 MULTIPLE RESIDENTIAL,” BOTH FOR THE PURPOSE OF IMPLEMENTING THE GUSTINE HOUSING ELEMENT

WHEREAS, pursuant to Article XI, section 7 of the California Constitution, the City of Gustine may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

WHEREAS, the Gustine General Plan Housing Element, Implementation Program 1-H, calls for the City to amend its General Plan Land Use Diagram to change the land use designation for APN 021-110-031 from Low-Density Residential to Medium/High-Density Residential; and

WHEREAS, Implementation Program 1-H also allows that if property owners object to the re-designation of this property, the City could substitute one or more alternative sites with equivalent housing potential to achieve the City's goal of providing sufficient sites to meet its Regional Housing Needs Allocation, as set forth by the Merced County Association of Governments; and

WHEREAS, the Planning Commission, at its December 13, 2017 meeting, determined that the re-designation of APN 021-110-031 for medium/high density residential development would be inconsistent with the existing neighborhood; and

WHEREAS, the City Council has now determined that 2.204 acres of APN 021-061-004, located on Highway 33, is a suitable alternative site for R-3 Multiple Residential development with a roughly equivalent housing potential as APN 021-110-031; and

WHEREAS, the 2018 Housing Element contains Implementation Program 1-I (required to meet the City's 2014 Regional Housing Needs Allocation), calls for the City to re-zone the 6.200-acre Tosta Property (APN 021-062-005) to R-3 Multiple Residential; and

WHEREAS, this ordinance protects the public health, safety and welfare by amending the Gustine Zoning and Subdivision Code to be consistent with mandates imposed by federal and state statute related to housing; and

WHEREAS, this ordinance relies on an Initial Study and Negative Declaration and its addendum prepared to evaluate the environmental effects of the policies and programs contained in the General Plan Housing Element and certified by the Gustine City Council on _____ (Resolution No. 2018-XX).

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

SECTION 1. RECITALS. All of the recitals set forth above are held to be true and correct and by this reference are hereby incorporated herein as findings.

SECTION 2. REVISIONS. The Zoning Map incorporated by reference into Section 4-12-020 (Zoning Map and Zoning Districts) of the Gustine Zoning and Subdivision Code is revised to re-zone 2.204 acres of APN 021-061-004 to "R-3 Multiple Residential" and to re-zone 6.200 acres of the Tosta Property (APN 021-062-005) from "C-H Highway Commercial" to "R-3 Multiple Residential," as depicted in Exhibit A.

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase should be declared invalid.

SECTION 4. EFFECTIVE DATE. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the Council voting for and against the ordinance in a newspaper of general circulation in the City of Gustine.

PASSED AND ADOPTED on this ___ day of _____, 2018, by the following vote:

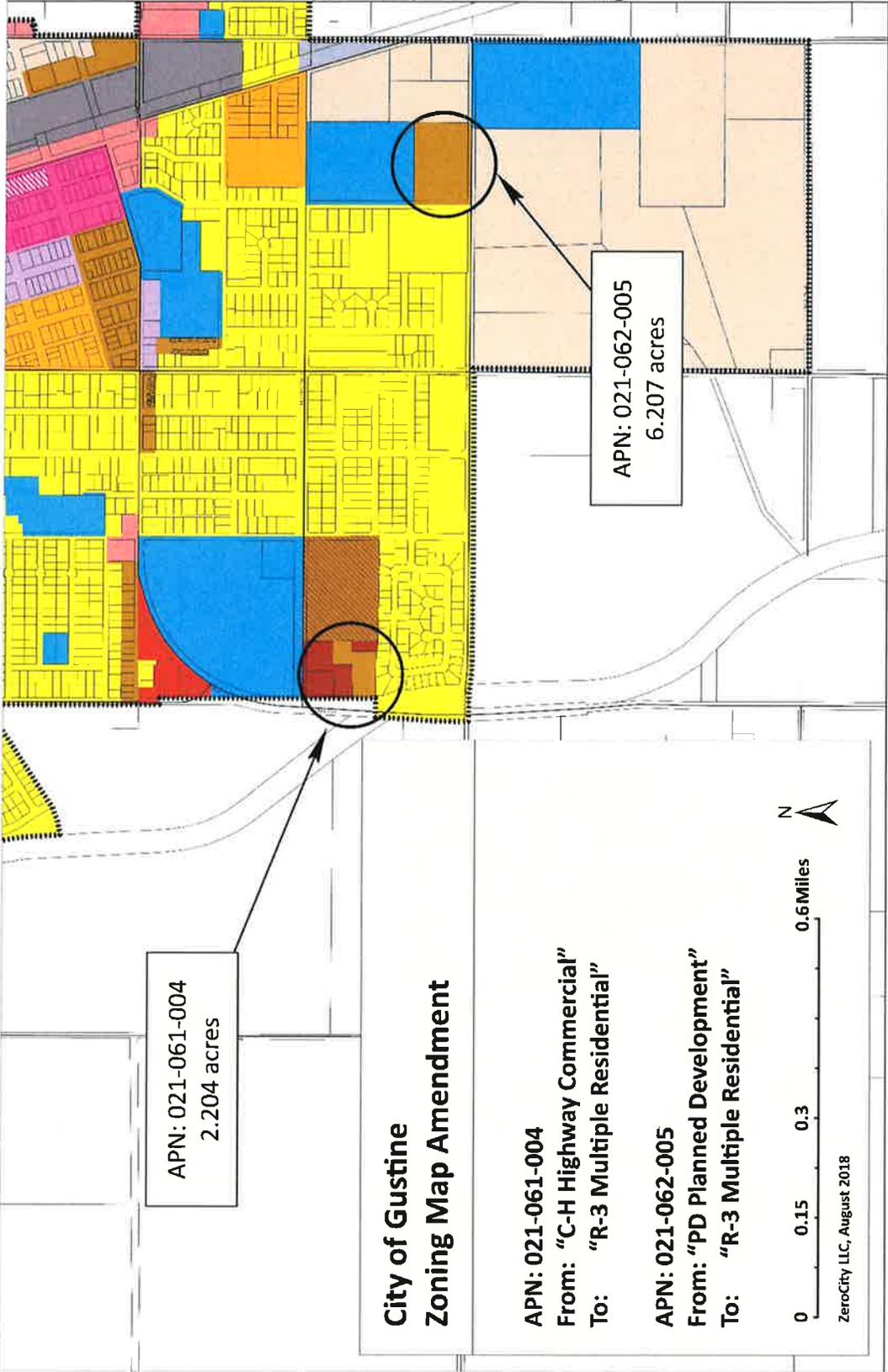
AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Melvin Oliveira, the Honorable Mayor

ATTEST:

Melanie Correa, Deputy City Clerk

EXHIBIT A
Map of Proposed Re-Zoning





COUNCIL AGENDA ITEM

OCTOBER 16, 2018

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Consider Renewal of School Resource Officer Position and Authorize the City Manager to Execute the Agreement

BACKGROUND/DISCUSSION

Council initially approved the position of School Resource Officer (SRO) at its November 15, 2011 meeting and an agreement was executed with the Gustine Unified School District. The contract has been extended by both the City and School District in 2012 through 2017. As Council is aware, the City of Gustine was recently awarded a Department of Justice COPS Grant for partial funding of one full time SRO position for three years (Ending in mid October 2016).

Staff was contacted by the Central San Joaquin Valley Risk Management Authority to update our coverage of the School Resource Officer. The attached document, Exhibit A, is the new contract that was strongly suggested by the CSJVRMA.

Staff is looking for direction on Section 8 of the contract under the indemnification. Section 8.1 indemnifies the City from the school district. Section 8.2 indemnifies the school district from the City. It is highly recommended by the CSJVRMA not to go with Section 8.2 because it opens the City to third party litigation. In the original document, the CSJVRMA states, "If your city agrees to add the mutual indemnity language below, this could expose the city to third-party employment practice liability. This exposure is not covered by CSJVRMA or the Employment Risk Management Authority (ERMA)."

FISCAL IMPACT

Under the attached agreement, the Gustine Unified School District would pay the cost of a School Resource Officer. A contract renewal will be brought back in the year 2022 with updated cost figures (if necessary).

RECOMMENDATION

Council approve the renewal of the School Resource Officer position with recommendation on Section 8.2 and authorize the City Manager to execute the agreement attached with the Gustine Unified School District.

EXHIBIT(S)

- A) Proposed SRO Agreement with Gustine Unified School District

City of Gustine CONTRACT NO. _____

**AGREEMENT BETWEEN THE CITY OF GUSTINE AND THE GUSTINE
UNIFIED SCHOOL DISTRICT
FOR SCHOOL RESOURCE OFFICER SERVICES**

This Agreement is entered into on this 1st day of November 2018, (“Agreement”) by and between the City of Gustine, a California chartered municipal corporation (“City”), and the Gustine Unified School District, a unified school district, located at 1400 Meredith Ave., Gustine, California 95322 (“District”).

RECITALS

The following recitals are a substantive portion of this Agreement.

- A. District intends to provide increased safety at its public schools by utilizing one Gustine Police Department Officer(s) as a School Resource Officer(s) (SRO).
- B. The City desires to accommodate District's request for police services.
- C. It is not the intent of the Parties for the District to delegate to the City its duty to protect its students from foreseeable dangers.
- D. The Parties understand the District has broader legal authority to set and enforce rules than the City and its officer.
- E. The Parties understand student privacy rights limit the City's and assigned officer's access to District information, which may limit the City's and officer's ability to perceive a potential threat.
- F. The Parties anticipate the assigned officer's duties and travel between campuses will take the officer off-campus and result in the lack of the presence of an officer and marked vehicle during such times.
- G. The Parties acknowledge there is no viable legal theory on which a claim and/or cause of action could arise out of the absence of the assigned officer and/or the patrol vehicle at a school. Therefore, the Parties agree that absence of the assigned officer and/or the patrol vehicle at a school shall not be considered a substantial cause of an act or omission, giving rise to a claim and/or cause of action against the City or the assigned officer.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the Parties agree:

AGREEMENT

SECTION 1. SCOPE OF SERVICES. City's assigned police SRO shall perform the Services described in Exhibit "A" in accordance with the terms and conditions contained in this Agreement. Exhibit "A" is attached to this Agreement and incorporated herein as though fully set forth.

SECTION 2. TERM. The term of this Agreement shall be from the date of its full execution through June 30, 2022, unless terminated earlier pursuant to Section 10 of this Agreement.

SECTION 3. DUTY SCHEDULE. SRO duty hours shall be from 7:30 AM to 3:30 PM. Whenever

possible, it is the intent of the Parties that the SRO's duty hours shall conform to the school day. It is not a material breach of this Agreement if the SRO and/or marked police vehicle is absent from campus. The Scope of Services is attached as Exhibit A as well as for specific events.

SECTION 4. COMPENSATION. For performance of the Services described in Exhibit "A," the District shall compensate City at the rate of Four Thousand Seven Hundred Seventy Dollars (\$4,770.00) per month for each officer, based upon a 40-hour week. If the officer is assigned work in excess of 40 hours per week or required to perform additional services, District shall pay additional compensation to City at the rate of Sixty Dollars No/100ths Dollars (\$60.00) for each such hour worked or additional Service performed. In the event City withdraws the officer pursuant to Section 10 herein, District shall compensate City for actual hours worked at the rate of 27 dollars and 57/100ths Dollars (\$27.52) per hour. Additional Services shall mean any work that is determined by City to be necessary for the proper implementation of Services, but not included within the Scope of Services described in Exhibit "A".

SECTION 5. INVOICES. City will bill District \$4,770.00 in arrears beginning November 1, 2018 and District shall remit payment within thirty (30) days.

SECTION 6. EMPLOYMENT OF OFFICER(S). City shall retain control over supervision, wages and other terms and conditions of employment of the officers providing the Services under this Agreement. The Parties acknowledge that such officers are held to the requirements of the law and City policies and procedures. The District shall assist City with evaluation of the officers, however, the City shall have the responsibility to evaluate, manage, and supervise the officers. The District shall immediately notify City of any concerns regarding the performance of the assigned officer, including, but not limited to, adherence to the Duty Schedule and quality of Services.

SECTION 7. COMPLIANCE WITH LAWS. The Parties shall keep themselves informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner performance of the Services or those engaged to perform Services under this Agreement.

SECTION 8. INDEMNITY.

8.1. Indemnity. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer. Note: If your city agrees to add the mutual indemnity language below, this could expose the city to third-party employment practice liability. This exposure is not covered by CSJVRMA or the Employment Risk Management Authority (ERMA).

8.2 The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance

of work hereunder.

8.3 If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.

8.4 The Parties acknowledge that it is not the intent of this Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into the Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

SECTION 9. INSURANCE.

9.1 District, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "B". Exhibit "B" is attached to this Agreement and incorporated herein as though fully set forth. District and its contractors, if any, shall obtain a policy endorsement naming City as an additional insured under any general liability policy or policies.

9.2 All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-:VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of City retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming City as an additional insured under such policies as required above.

9.3 Certificates evidencing such insurance shall be filed with City concurrently with the execution of this Agreement. The certificates will be subject to the approval of City's authorized agent, Central San Joaquin Valley Risk Management Authority. The certificate will contain an endorsement stating that the insurance is primary coverage and will not be canceled. The insurance cannot be materially reduced in coverage or limits, by the insurer except after filing with the Central San Joaquin Valley Risk Management Authority (authorized agent) (30) days prior written notice of the cancellation or modification (except for non-payment of premium, in which case ten (10) days' notice is required. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to District, it shall provide the Central San Joaquin Valley Risk Management Authority (authorized agent) written notice of the cancellation or modification within two (2) business days of the District's receipt of such notice. District shall be responsible for ensuring that current certificates evidencing the insurance are provided to City's City Clerk (authorized agent) during the entire term of this Agreement.

9.4 The procuring of such required policy or policies of insurance will not be construed to limit the District's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, the District will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated

or the term has expired.

SECTION 10. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

10.1 The Parties understand that staffing and/or operational demands may require City to withdraw the SRO for other duties and agree that City may do so at its discretion at any time. If the City withdraws pursuant to this Section, it will notify the District as soon as practical.

10.2 Either Party may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to the other Party. Upon receipt of such notice, City will immediately discontinue its performance of the Services.

10.3 Upon such suspension or termination by either Party, City will be paid for the Services rendered or materials delivered to District in accordance with the Scope of Services on or before the effective date (i.e., 30 days after giving notice) of suspension or termination. The following Sections will survive any expiration or termination of this Agreement: 4, 5, 8 and 9.

10.4 No payment, partial payment, acceptance, or partial acceptance by City will operate as a waiver on the part of City of any of its rights under this Agreement.

SECTION 11. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To City: City of Gustine
352 Fifth Street
PO Box 16
Gustine, CA 95322
ATTN: Melanie Correa

With a copy to the City Manager, Doug Dunford (authorized agent)

To District: Gustine Unified School District
1500 Meredith Ave.
Gustine, CA 95322
ATTN: Hugo Luna

A copy to the School Superintendent, Bryan Ballenger

SECTION 12. CONFLICT OF INTEREST.

12.1 Both Parties certify that they will comply with all laws applicable to governmental agencies and related conflicts of interest.

12.2 If the City determines the District is a "Consultant" as that term is defined by the Regulations of the Fair Political Practices Commission, District shall be required and agrees to file the appropriate financial disclosure documents required by the Gustine Municipal Code and the Political Reform Act.

SECTION 13. NONDISCRIMINATION. As set forth in the City of Gustine’s Agreement Regarding Policy of Equal Employment Opportunity and Policy of Zero Tolerance for Harassment, Discrimination and Retaliation, District certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. District acknowledges it has read and understands the provisions of the City of Gustine’s Agreement Regarding Policy of Equal Employment and Policy of Zero Tolerance for Harassment, Discrimination and Retaliation relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of that Agreement pertaining to nondiscrimination in employment.

SECTION 14. PERSONAL INFORMATION. If, pursuant to this Agreement with District, City shares with District personal information as defined in California Civil Code Section 1798.81.5(d) about a California resident (“Personal Information”), District shall maintain reasonable and appropriate security procedures to protect that) personal information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the personal information. District shall not use personal information for direct marketing purposes without City’s express written consent. Similarly, the City shall maintain reasonable and appropriate security procedures to protect personal information pertaining to District students.

SECTION 15. CONTROLLING LAW. This Agreement, its validity, the construction of its terms, and the interpretation of rights and duties of the Parties hereto, shall be governed and construed under the laws of the State of California. In the event that an action is brought, the Parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Merced, State of California.

SECTION 16. PREVAILING PARTY. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys’ fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys’ fees paid to third parties.

SECTION 17. SEVERABILITY. If any part hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

SECTION 18. INTEGRATION OF PRIOR TERMS AND CONDITIONS.

This Agreement, including all recitals [and Exhibits] constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the legislative body of the City to execute this Agreement, at the level of City Manager, City Attorney or equivalent.

///

IN WITNESS WHEREOF, the Parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

CITY OF GUSTINE

GUSTINE UNIFIED SCHOOL DISTRICT

City Manager (or authorized agent)

Superintendent (or authorized agent)

APPROVED AS TO FORM:

City Attorney

Attachments:

EXHIBIT "A": SCOPE OF WORK

EXHIBIT "B": INSURANCE REQUIREMENTS

EXHIBIT "A"

SCOPE OF SERVICES

The City/District School Resource Officer shall perform the following Services:

1. **Campus Community Policing.** The School Resource Officer (SRO) shall assist the District in making the grounds and adjacent grounds safe from criminal activity.
2. **Truancy Issues.** The SRO shall assist the District in resolving truancy issues, including attending Student Attendance Review Board (SARB) meetings, and Truancy Mediation Meetings; other duties may include providing information on criminal consequences of truancy.
3. **Comply With Legal Reporting Requirements.** The SRO shall assist the District in complying with legal reporting requirements, including completing the Monthly Report on the Detention of Minors form for the California Board of State and Community Corrections and completing the Annual Survey of Law Enforcement Facilities.
4. **After Hours Community Policing.** The SRO shall assist the District in providing security, directing traffic and interacting with students and the community at the following activities:
 - a. All Home Football Games
 - b. Rotary Basketball Tournament
 - c. Homecoming Parade
 - d. Senior Prom Dance
 - e. Winter Formal Dance
 - f. Homecoming Dance
 - g. Sadie Hawkins Dance
 - h. Halloween Parade

EXHIBIT "B" INSURANCE REQUIREMENTS

GUSTINE UNIFIED SCHOOL DISTRICT (District), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A--VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW

TYPE OF COVERAGE	MINIMUM TYPE	MINIMUM LIMITS	
		EACH OCCURRENCE	AGGREGATE
WORKER'S COMPENSATION EMPLOYER'S LIABILITY		STATUTORY \$1,000,000	
COMMERCIAL GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE	Coverage must be at least as broad as ISO CG 00 01 and must include property damage, bodily injury and personal injury coverage.	\$5,000,000	\$10,000,000
AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	District shall provide auto liability coverage for owned, non---owned, and hired autos using ISO Business Auto Coverage form CA 00 01, or the exact equivalent, with a limit of no less than \$5,000,000 per accident.	\$5,000,000	\$10,000,000
PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
EMPLOYMENT PRACTICES LIABILITY, INCLUDING COVERAGE FOR THIRD-PARTY CLAIMS	Include coverage for any claim brought against the City by or on behalf of any third party claiming actual or alleged discrimination, sexual harassment or violation of third party's civil rights.	\$1,000,000	
DISTRICT, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS.			

- I. INSURANCE COVERAGE MUST INCLUDE:
 - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE (TEN DAYS NOTICE FOR CANCELLATION DUE TO NON-PAYMENT OF PREMIUM) TO CITY OF GUSTINE CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
 - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
 - C. DEDUCTIBLE AND/OR SELF-INSURANCE RETENTION AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. DISTRICT MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.
- III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"
 - A. PRIMARY COVERAGE: WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.
 - B. CROSS LIABILITY: THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.



COUNCIL AGENDA ITEM

OCTOBER 16, 2018

PREPARED BY: Doug Dunford, City Manager
Mario Gouveia, City Engineer

SUBJECT: Consider Authorizing City Manager To File An Application And Execute A Funding Agreement With The San Joaquin Valley Air Pollution Control District For The Harry Schmidt Park Multiuse Path Phase 2 in Gustine

BACKGROUND/DISCUSSION:

The San Joaquin Valley Air Pollution Control District requires a resolution be passed by the local governing authority authorizing the City Manager to submit a grant application and execute a funding agreement for their Remove II Funding Program. The Remove II grant would provide funding to offset part of the local match requirement for the construction of the Harry Schmidt Park Multiuse Path Phase 2 Project. This project is receiving Federal funds from the Congestion Mitigation and Air Quality (CMAQ) Program which requires an 11.48 percent match from the local agency. The CMAQ local match for construction costs for this project is approximately \$45,000. The City would be eligible to receive the entire local match amount from the Remove II grant. However, the awarded funds are based on the emission reduction benefits provided by the project.

The City Manager's authorization of the funding agreement would allow the City to claim the Remove II costs once incurred.

This resolution delegates the authority to the City Manager to file the funding application, make financial decisions, and implement the multiuse path Phase 2 project as required by the San Joaquin Valley Air Pollution Control District.

FISCAL IMPACT:

There are no fiscal impacts associated with this item. The grant would help offset the construction costs for the project.

RECOMMENDATION:

City Council adopt Resolution authorizing the City Manager to file a funding application and execute a funding agreement with the San Joaquin Valley Air Pollution Control District for the Harry Schmidt Park Multiuse Path Phase 2 Project.

EXHIBIT:

A) Resolution

RESOLUTION NO 2018-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE AUTHORIZING THE CITY MANAGER TO FILE AN APPLICATION AND EXECUTE A FUNDING AGREEMENT WITH THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT FOR THE HARRY SCHMIDT PARK MULTIUSE PATH PHASE 2 PROJECT, CML-5230(009)

WHEREAS, the City of Gustine secured Federal funding from the Congestion Mitigation and Air Quality Program to construct the Harry Schmidt Park Multiuse Path Phase 2 for bicycles and pedestrian and;

WHEREAS, the City of Gustine is eligible to receive funding through the San Joaquin Valley Air Pollution Control District and;

WHEREAS, the District's Remove II Program can provide funding up to \$150,000 to offset the local match required for the Federal CMAQ grant and;

WHEREAS, the City needs to apply to the Remove II program to secure the funding and;

WHEREAS, Funding Agreements need to be executed with the San Joaquin Valley Air Pollution Control District before such funds could be claimed and;

WHEREAS, the City of Gustine wishes to delegate the authority to the City Manager to file this funding application, make financial decisions, and implement the new bicycle and pedestrian project as required by the San Joaquin Valley Air Pollution Control District.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gustine approves to delegate the authorization to file the application and execute the agreement and/or any amendments thereto the City Manager be authorized to file the Remove II grant application and execute the Funding Agreement and/or any amendments thereto with the San Joaquin Valley Air Pollution Control District for the HARRY SCHMIDT PARK MULTIUSE PATH PHASE 2 PROJECT, CML-5230(009).

THE FOREGOING RESOLUTION was approved and adopted at a regular meeting of the City Council of the City of Gustine held on the 16th day of October, 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Melvin Oliveira, Mayor

ATTEST:

Melanie Correa, Deputy City Clerk



COUNCIL AGENDA ITEM

OCTOBER 16, 2018

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Council to Consider Amending Sections 4-38-030, 4-38-040, 4-38-070 and 4-38-020 of the Gustine Zoning and Subdivision Code to Update and Consolidate the Temporary Sign Standards to Conform to Law

BACKGROUND/DISCUSSION

Staff was notified that the Gustine Municipal Code relating to signs was outdated and needed to be updated. Article 3 Chapter 4-38, of the Gustine Zoning and Subdivision Code regulates the placement, physical type, size, and number of signs allowed within the City. Currently, temporary signs are exempt from sign permits so long as they comply with the temporary sign standards.

This ordinance will amend the temporary sign standards to streamline the requirements that would be applicable to all types of temporary signs. This ordinance will not distinguish types of temporary signs based on content.

This amendment will deal with signs that will be allowed without a permit. This would include Temporary signs, governmental signs, official flags, service station signs and street addresses.

Section 4-38 will further amend the temporary signs allowed with a permit within the City. This will cover both commercial and non-commercial signs as well as real estate signs.

This agenda was brought before the Planning Commission on September 26, 2018 and was passed to recommend the amendment to the City Council.

RECOMMENDATION

City Council to waive the first reading of an ordinance amending Sections 4-38-030, 4-38-040, 4-38-070, and 4-38-020 of the Gustine Zoning and Subdivision Code to update and consolidate the temporary sign standards to conform to law.

EXHIBIT

A) Draft Ordinance

ORDINANCE NO. 18-Y

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GUSTINE AMENDING SECTIONS 4-38-030, 4-38-040, 4-38-070 AND 4-80-020 OF THE GUSTINE ZONING AND SUBDIVISION CODE TO UPDATE AND CONSOLIDATE TEMPORARY SIGN STANDARDS TO CONFORM TO LAW

WHEREAS, Article 3, Chapter 4-38, of the Gustine Zoning and Subdivision Code regulates the placement, physical type, size, and number of signs allowed within the City in order to, among other things, promote the aesthetic and environmental values of the community and safeguard the public health, safety and general welfare; and

WHEREAS, the City's sign standards apply equally to all zoning districts and do not regulate the message content of signs; and

WHEREAS, certain temporary signs in the City are exempt from the sign permit requirements, so long as they otherwise comply with the City's temporary sign standards; and

WHEREAS, this Ordinance amends the City's temporary sign standards to streamline the requirements applicable to all types of temporary signs in light of recent case law, and to ensure that the temporary sign standards do not distinguish types of temporary signs based on content.

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

Section 1: Findings. Pursuant to Section 4-76-080(B) of the Zoning and Subdivision Code, and in support of the amendments made by this Ordinance, the City Council hereby makes the following findings:

- a. The proposed amendments are consistent with the General Plan, as the amendments merely streamline and consolidate the existing standards and requirements applicable to temporary signs in the City in order to conform to recent case law, and do not otherwise amend the development requirements governed by the General Plan.
- b. The proposed amendments will not be detrimental to the public interest, health, safety, convenience, or welfare of the City because the proposed amendments are intended only to simplify existing temporary sign standards in conformance with applicable law, and therefore promote consistency and fairness for the benefit of the City and the public.

Section 2: Section 4-38-030, subdivision (E), of the Zoning and Subdivision Code is hereby amended to read as follows:

E. Signs and sign changes allowed without a Sign Permit. The following are permitted without a Sign Permit, provided that they comply with Section 4-38-050 (General Requirements for All Signs), and any required Building Permit is obtained.

1. Nonstructural modifications, and maintenance.

a. Modifications to sign copy on conforming signs, or changes to the face or copy of conforming changeable copy signs;

b. Nonstructural modifications of the face or copy of an existing conforming sign installed in compliance with a Master Sign Plan, provided that the modifications are consistent with the Master Sign Plan approved in compliance with Subsection C.;

c. The normal maintenance of conforming signs, except as set forth in 4-38-090.B.

2. Temporary signs. Temporary signs in compliance with Section 4-38-070.G.

3. Governmental signs. Signs installed by the City, or a Federal or State governmental agency within a public right-of-way; and any sign, posting, notice, or similar sign placed by or required by a governmental agency or public utility in carrying out its responsibility to protect public health, safety, and general welfare, including signs displaying the location of public facilities such as public telephones, restrooms, and underground utilities for the benefit of the public.

4. Official flags. Flags of national, State, or local governments, or nationally recognized religious, fraternal, or public service agencies, provided that the length of the flag shall not exceed one-fourth the height of the flag pole. The maximum allowed height of a flagpole in a residential zoning district shall be 12 feet; the maximum height of a flagpole in a non-residential zoning district shall be 30 feet. Additional height may be authorized through Architectural Review approval. No flag shall be located within the public right-of-way.

5. Service station price signs. Service station price signs required by State law.

6. **Street addresses.** Street address numbers not exceeding an aggregate area of two square feet.

Section 3: Section 4-38-040 of the Zoning and Subdivision Code is hereby amended to read as follows:

Sec. 4-38-040. - Prohibited signs.

All signs not expressly permitted by this Chapter shall be prohibited. Examples of prohibited signs include the following:

- A. Abandoned signs;
- B. Animated signs, including electronic message display signs, and variable intensity, blinking, or flashing signs, except time and temperature displays (which are not considered signs);
- C. Flags, except those allowed by Section 4-38-030.E.4;
- D. Illegal signs;
- E. Moving signs, except barber poles;
- F. Permanent off-site signs;
- G. Pennants;
- H. Pole signs and other freestanding signs over six feet in height;
- I. Roof signs;
- J. Because of the City's compelling interest in ensuring traffic safety, signs that simulate in color, size, or design, any traffic control sign or signal, or that make use of words, symbols, or characters in a manner that interferes with, misleads or confuses pedestrian or vehicular traffic;
- K. Signs attached to or suspended from a vehicle parked within a public right-of-way, or in a location on private property that is visible from a public right-of-way, except a sign painted directly upon, magnetically affixed to, or permanently affixed to the body or other integral part of the vehicle; and
- L. Temporary and portable signs, except as may be allowed by Section 4-38-070.A, and 4-38-070.G.

Section 4: Section 4-38-070, subdivision (G), of the Zoning and Subdivision Code is hereby amended to read as follows:

G. **Temporary signs.** Temporary signs are allowed subject to the following requirements.

1. **Temporary noncommercial signs.** Temporary noncommercial signs are allowed in all zoning districts on private real property, subject to the following standards:

- a. The aggregate signage displayed at one time shall not exceed thirty-two (32) square feet in area per parcel;

- b. Freestanding signs shall not exceed six (6) feet in height;
- c. Signs shall be displayed for a period not to exceed sixty (60) days;
- d. Signs shall not be placed on public property or the public right-of-way;
- e. Signs shall not be displayed without the consent of the property owner.
- f. If signs relate to a specific event, signs shall be removed within fifteen (15) days of the event to avoid misleading or confusing the public and to mitigate against blight created by excessive and unnecessary signs.

2. Temporary commercial signs. Temporary commercial signs are allowed in commercial zoning districts, subject to the following standards:

- a. The area of the signs shall not exceed 50 percent of the total sign area allowed on the site by Section 4-38-060 (Zoning District Sign Standards);
- b. Signs shall be displayed for a period not to exceed thirty (30) days;
- c. Signs shall not be placed on public property or the public right-of-way; and
- d. If signs relate to a specific event, signs shall be removed within fifteen (15) days of the event to avoid misleading or confusing the public and to mitigate against blight created by excessive and unnecessary signs.

3. Real estate signs. Real estate signs are allowed without a Sign Permit in compliance with California Civil Code Section 713, and subject to the following requirements.

a. **Commercial, industrial, and other non-residential zoning districts.** Properties within commercial, industrial and other non-residential zoning districts shall be allowed one real estate sign of no more than 32 square feet, with a maximum height for freestanding signs of six feet, for each parcel frontage.

b. **Residential zoning districts.**

(1) **On-site signs.** One residential real estate sign not more than six square feet in area, advertising the sale or lease of a parcel or structure, may be located on the property it advertises.

(2) **Off-site directional signs.** Up to two off-site real estate directional signs not more than six square feet in area may be located on private property with property owner consent, provided that they do not obstruct or impede pedestrian or

vehicular traffic and are not secured to prevent removal. No real estate sign shall be permitted within the public right-of-way.

4. Subdivision directional signs, off-site. Off-site signs providing directions to a new subdivision may be allowed with Sign Permit approval, and shall comply with the following standards:

- a. A maximum of two off-site signs may be located on private property (not within any public right-of-way).
- b. The total area of each sign shall not exceed 24 square feet;
- c. The height of each sign shall not exceed six feet;
- d. The signs shall not be illuminated;
- e. The signs may be displayed only during the two years following date of recordation of the final map, or until all of the units have been sold, whichever occurs first; and
- f. The signs shall not affect pedestrian or vehicular safety.

5. Subdivision signs, on-site. On-site subdivision identification signs may be allowed with Sign Permit approval, in compliance with the following standards:

- a. A maximum of two on-site signs may be located within the project boundaries, provided that no more than one sign per street frontage is allowed, and multiple signs shall be separated by a minimum of 75 feet.
- b. The area of each sign shall not exceed 32 square feet;
- c. Sign height shall not exceed six feet;
- d. The signs shall not be illuminated; and
- e. The signs may be displayed only during the two years following the date of recordation of the final map, or until all of the units have been sold, whichever occurs first.

Section 5: The term "Political Sign" and its definition contained in Section 4-80-020, subdivision (S), number 24, of the Zoning and Subdivision Code is hereby deleted in its entirety, subsequent subsections to be renumbered accordingly.

Section 6: The definitions of "Temporary commercial sign" and "Temporary noncommercial sign" are hereby added to Section 4-80-020, subdivision (S), to be placed alphabetically immediately following the definition of "Roof Sign," numbered accordingly, subsequent subsections to be renumbered, to read as follows:

Temporary commercial sign. Any temporary sign used to advertise or convey an image or message primarily for commercial or economic interests of the sign sponsor or sign owner, or to propose a commercial transaction of the intended audience. Temporary commercial sign shall not mean or include real estate signs or subdivision signs.

Temporary noncommercial sign. Any temporary sign that is not a temporary commercial sign, for example signs used to display a message related to noncommercial uses and events. Temporary noncommercial sign shall not mean or include real estate signs or subdivision signs.

Section 7: **Effective Date.** This Ordinance shall take effect thirty (30) days after its adoption. The City Clerk shall publish this Ordinance as required by law.

Section 8: **Severability.** If any section, subsection, subdivision, sentence, clause, phrase or portion of this ordinance, or the application thereof to any person or place, if for any reason held to be unconstitutional or invalid by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or places.

I, Melanie Correa, Deputy City Clerk of the City of Gustine, hereby certify the foregoing Ordinance was introduced on _____, 2018 and second reading and adoption was approved on the _____, 2018, by the following vote:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**
- APPROVED:**

MAYOR, MEL OLIVEIRA

ATTEST:

DEPUTY CITY CLERK