



# AGENDA CITY OF GUSTINE CITY COUNCIL

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

Teleconference Line (425) 436-6302 access code: 650906

**APRIL 21, 2020 – 6:30 P.M.**

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

1. Council Chambers at City Hall will be closed to the public. The City Council encourages the public to dial in to the teleconference line to listen and participate in the meeting.
2. Members of the public who wish to comment on matters before the Council, in lieu of doing so in person, may use the following free teleconference line to listen and/or participate in the meeting: Dial (425) 436-6302, access code: 650906. Members of the public who choose to use the teleconference line are urged to place themselves on MUTE while listening in order to reduce static and background noise. Alternatively, members of the public may provide comment on an item by submitting an email to the City Clerk at: [mcorrea@cityofgustine.com](mailto:mcorrea@cityofgustine.com). Email comments will be read aloud at the meeting and included in the record, and will be subject to the same three (3) minute time limit when read aloud. Please include the agenda item in the subject line of the email. All email comments must be received by 5:00 p.m. on Tuesday April 7, 2020 to be included in the meeting.
3. If you have questions or require accommodation, please contact the City Clerk's office at (209) 854-9407 as soon as possible.

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

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

## **ROLL CALL**

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

## **PRESENTATIONS**

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## **PUBLIC COMMENT**

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

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

## **CONSENT CALENDAR**

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

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

1. **Minutes of the April 7, 2020 Regular Meeting**  
*Recommendation: Review and approve*
2. **Warrant List**  
*Recommendation: Review and approve*
3. **Treasurer's Report – March 2020**  
*Recommendation: Review and file*
4. **Approval of Finance Manager Employment Agreement**  
*Recommendation: Review and approve*
5. **Approve Resolution Establishing a Revised Determination Concerning Industrial Disability Retirement**  
*Recommendation: Review and approve*

#### **ADMINISTRATIVE AGENDA**

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6. **Consider Authorizing City Manager to Enter into Memorandum of Understanding with Merced County for Animal Shelter Services**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to authorize City Manager to enter into Memorandum of Understanding*
7. **Consider Authorizing City Manager to enter into Funding Agreement with Merced County Association of Governments for Measure V Local Funding**
  1. *Receive Staff Report*
  2. *Receive Public Comment*
  3. *Consider a motion to authorize City Manager to enter into agreement with Merced County Association of Governments*

#### **CITY DEPARTMENT REPORTS**

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#### **CITY MANAGER REPORT**

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#### **CITY COUNCIL REPORTS**

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#### **CLOSED SESSION**

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#### **ADJOURNMENT**

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**Note:**

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

#### **CERTIFICATION**

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5<sup>th</sup> Street, Gustine CA and made available for public review on this 16<sup>th</sup> day of April, 2020, at or before 5:00 p.m.

  
\_\_\_\_\_  
Melanie Correa

**MINUTES OF  
REGULAR MEETING  
APRIL 7, 2020**

**CALL TO ORDER - PLEDGE OF ALLEGIANCE**

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Mayor Nagy advised of the meeting modifications available to the public in accordance with the Executive Order N-25-20, as stated on the meeting agenda. Mayor Nagy called the meeting to order at 6:31 P.M. and conducted the pledge of allegiance.

**ROLL CALL**

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

Staff Present: City Manager Doug Dunford, City Attorney Associate Ashley Zambrano, and Deputy City Clerk/Human Resources Director Melanie Correa

**PRESENTATIONS**

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**PUBLIC COMMENT**

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Sherri Marsigli, 820 North Ave Gustine, inquired with Council to consider leniency and relief of utility bills for business owners who have been forced to close their doors by Governor Newsome's executive orders. Mayor Nagy inquired with Attorney Associate Zambrano, who advised that staff could take a look at options. City Manager Dunford provided a suggestion, to which Mr. Marsigli replied. Mayor Nagy advised that staff would look into options for business owners.

Robbie Clifton, 840 North Ave Gustine, advised of an issue with a steel plate on North Ave. City Manager Dunford advised that public works would look into issue.

**CONSENT CALENDAR**

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

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

1. **Minutes of the March 17, 2020 Regular Meeting**  
*Recommendation: Review and approve*
2. **Warrant List**  
*Recommendation: Review and approve*
3. **Approve Resolution Directing the Filing of Annual Reports for the City's Assessment Districts**  
*Recommendation: Review and approve*
4. **Approve Resolution Declaring Surplus Property**  
*Recommendation: Review and approve*
5. **Approve Resolution Authorizing City Manager to Execute Right-of-Way Certification for Meredith Ave Multi-Use Path Phase 2**  
*Recommendation: Review and approve*

Mayor Nagy introduced the consent calendar. There was no public comment. Council member Alexander made a motion to approve the consent calendar. The motion was seconded by Mayor Pro Tem Oliveira and carried 5-0. Mayor Nagy advised that several items listed on the surplus list had been listed on previous surplus lists, he asked that the surplus property be disposed of.

## **ADMINISTRATIVE AGENDA**

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### **6. Consider Resolution Accepting Bid and Awarding Contract for North Avenue Sewer Crossing Project**

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Consider a motion to approve the resolution*

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

### **7. Consider Resolution Designating Applicant Agent for Disaster Assistance Programs**

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Consider a motion to approve the resolution*

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

### **8. Consider Accepting Award for Pioneer Park Grant**

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Consider a motion to accept grant award*

City Manager Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to accept the grant award. The motion was seconded by Council member, Alexander and carried 5-0.

### **9. Consider Purchase and Lease Options for Expenditure of Public Works Sewer Truck**

- 1. Receive Staff Report*
- 2. Receive Public Comment*
- 3. Consider a motion to purchase or lease sewer truck, and authorize expenditure*

City Manager Dunford presented the staff report. There was a good amount of discussion from council. There was no public comment. Council member Ford made a motion to approve the 7-year lease purchase agreement with Leasing 2, Inc. to finance the purchase of a new Vac-Con Demonstrator Combination Sewer and Storm Drain Cleaner truck in the amount of \$468,621 purchased from Municipal Maintenance Equipment. The motion was seconded by Mayor Pro Tem Oliveira and carried 4-1 with Mayor Nagy in opposition.

### **10. Consider Authorizing City Manager to enter into Contract for Sewer Line Replacement**

- 1. Receive Staff Report*
- 2. Receive Public Comment*

3. *Consider a motion to authorize the expenditure, and to authorize City Manager to enter into contract with U.S. Trenchless, Inc.*

City Manager Dunford presented a staff report. There was no public comment. After some discussion, Mayor Pro Tem Oliveira made a motion to authorize the City Manager to enter into contract with U.S. Trenchless, Inc. The motion was seconded by Council member Ford and carried 5-0.

**11. Consider Resolution Proclaiming Local Emergency**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve the resolution*

City Manager Dunford presented the staff report. There was no public comment. Mayor Nagy stipulated whether Jamero Park and Lions Park were included in the scope, to which City Manager Dunford confirmed. Mayor Pro Tem Oliveira made a motion to approve the resolution. The motion was seconded by Council member Alexander and carried 5-0.

**12. PUBLIC HEARING – Consider Adopting an Urgency Ordinance Regarding Powers and Duties of the Director of Emergency Services in Time of Declared State and Local Emergency**

1. *Receive Staff Report*
2. *Open the public hearing*
3. *Receive public comment*
4. *Close the public hearing*
5. *Consider a motion to approve the urgency ordinance amending Gustine Municipal Code section 7-4-4 regarding powers and duties of the Director of Emergency Services in times of declared state and local emergency*

City Manager Dunford presented the staff report. Mayor Nagy opened the public hearing at 7:15 P.M. There was no public comment. The public hearing was closed at 7:16 P.M. Council member Ford inquired what the time frame of coverage was for this urgency ordinance. Attorney Associate Zambrano provided information. Council member Alexander made a motion to approve the urgency ordinance amending Gustine Municipal Code section 7-4-4 regarding powers and duties of the Director of emergency services in times of declared state and local emergencies. The motion was seconded by Mayor Pro Tem Oliveira and carried 5-0.

**13. DISCUSSION & DIRECTION: Hwy 33/140 Roundabout Centerpiece**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Hold discussion and provide staff with direction*

City Manager Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion for the centerpiece to be the suggested ducks monument, with the same rock base as depicted on the eagle exhibit. The motion was seconded by Council member Alexander and carried 5-0.

**14. DISCUSSION & DIRECTION: Hwy 33/140 Roundabout Color Scheme**

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Hold discussion and provide staff with direction*

City Manager Dunford presented the staff report. Judi Gandy, 1135 Bonta Ave Gustine, advised that she and Mrs. Pat Snoke were working toward getting the base material of the centerpiece donated to the City. Council member Alexander made a motion to proceed with the suggested color selections as outlined in the staff report. The motion was seconded by Mayor Pro Tem Oliveira and carried 5-0.

#### **CITY DEPARTMENT REPORTS**

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There were no reports from staff.

#### **CITY MANAGER REPORT**

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City Manager Dunford advised that he had nothing to report.

#### **CITY COUNCIL REPORTS**

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Council member Alexander advised that he had nothing to report.

Council member Ford advised that he had nothing to report.

Council member Turner inquired on the status of the San Luis Dam improvements, to which City Manager Dunford provided information.

Mayor Pro Tem Oliveira advised that he knew of a private citizen who has started a fund for unemployment assistance. It was discussed that donations could be taken and a criteria for applicants established.

Mayor Nagy advised everyone to be safe and keep up with social distancing.

#### **CLOSED SESSION**

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1. **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION**  
**Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case**
  
2. **CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**  
**(Government Code Section 54956.9(d)(1)):**  
**Name of case: *California Sport fishing Protection Alliance v. All Persons Interested, et al.* (Stanislaus Superior Court Case No. CV-20-001748)**
  
3. **CONFERENCE WITH REAL PROPERTY NEGOTIATOR- Pursuant to Government Code Section 54956.8 Agency Negotiator: City Manager; Property: Assessor's Parcel No. 020-044-017 and 020-081-002; Negotiating Parties: Jose Reynoso; Under negotiation: Price and terms of payment**

When Council returned to open session, it was reported that there was no reportable action.

#### **ADJOURNMENT**

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Mayor Nagy adjourned the meeting at 8:01 P.M.



# Warrant List

## By Vendor Name

Post Dates 04/08/2020 - 04/21/2020

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
<b>Vendor: ACE HARDWARE OF GUSTINE</b>				
ACE HARDWARE OF GUSTINE	46939	446674	WASTE WATER KEYS	8.62
ACE HARDWARE OF GUSTINE	46939	446755	WWTP SUPPLIES	17.06
ACE HARDWARE OF GUSTINE	46939	446866	AIRPORT - NUT/BOLTS/WA...	31.92
ACE HARDWARE OF GUSTINE	46939	446867	BUILDINGS WEBSTER DUST...	10.81
ACE HARDWARE OF GUSTINE	46939	446892	AIRPORT - NUTS/BOLTS/WA...	5.98
ACE HARDWARE OF GUSTINE	46939	446948	PW DEPT OPP SUPPLIES	4.38
ACE HARDWARE OF GUSTINE	46939	446948	PW DEPT OPP SUPPLIES	3.80
ACE HARDWARE OF GUSTINE	46939	446948	PW DEPT OPP SUPPLIES	3.50
ACE HARDWARE OF GUSTINE	46939	446948	PW DEPT OPP SUPPLIES	8.76
ACE HARDWARE OF GUSTINE	46939	446948	PW DEPT OPP SUPPLIES	8.76
ACE HARDWARE OF GUSTINE	46939	446978	NORTH AVE LIFT STATION - ...	4.29
ACE HARDWARE OF GUSTINE	46939	447063	NORTH AVE LIFT STATION S...	29.81
ACE HARDWARE OF GUSTINE	46939	447084	NORTH AVE LIFT STATION	31.59
ACE HARDWARE OF GUSTINE	46939	447105	DRILL BIT FOR NORTH AVE S...	7.57
ACE HARDWARE OF GUSTINE	46939	447258	PW DEPT OPP SUPPLIES	0.29
ACE HARDWARE OF GUSTINE	46939	447258	PW DEPT OPP SUPPLIES	0.25
ACE HARDWARE OF GUSTINE	46939	447258	PW DEPT OPP SUPPLIES	0.23
ACE HARDWARE OF GUSTINE	46939	447258	PW DEPT OPP SUPPLIES	0.58
ACE HARDWARE OF GUSTINE	46939	447258	PW DEPT OPP SUPPLIES	0.59
ACE HARDWARE OF GUSTINE	46939	447259	STREETS SUPPLIES - NUTS/...	6.50
ACE HARDWARE OF GUSTINE	46939	447335	WWTP KEY	8.62
ACE HARDWARE OF GUSTINE	46939	447339	PW DEPT OPP SUPPLIES	14.45
ACE HARDWARE OF GUSTINE	46939	447339	PW DEPT OPP SUPPLIES	12.52
ACE HARDWARE OF GUSTINE	46939	447339	PW DEPT OPP SUPPLIES	11.56
ACE HARDWARE OF GUSTINE	46939	447339	PW DEPT OPP SUPPLIES	28.89
ACE HARDWARE OF GUSTINE	46939	447339	PW DEPT OPP SUPPLIES	28.89
ACE HARDWARE OF GUSTINE	46939	447377	AIRPORT - NUTS/BOLTS/WA...	5.23
ACE HARDWARE OF GUSTINE	46939	447388	PARKS SUPPLIES	8.64
ACE HARDWARE OF GUSTINE	46939	447409	VALVE REPLACEMENT FOR I...	15.13
<b>Vendor ACE HARDWARE OF GUSTINE Total:</b>				<b>319.22</b>
<b>Vendor: ALHAMBRA &amp; SIERRA SPRINGS</b>				
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	2.73
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	2.73
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	13.64
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	4.09
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	4.09
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	2.73
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	4.08
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	20.45
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	27.27
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	27.27
ALHAMBRA & SIERRA SPRI...	46941	12652410 030620	DRINKING WATER ALL DEPTS	27.27
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	2.84
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	2.84
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	14.21
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	4.26
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	4.26

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	2.84
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	4.27
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	21.31
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	28.41
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	28.41
ALHAMBRA & SIERRA SPRI...	46941	12652410 040320	DRINKING WATER ALL DEPTS	28.41
<b>Vendor ALHAMBRA &amp; SIERRA SPRINGS Total:</b>				<b>278.41</b>
<b>Vendor: AMAZON CAPITAL SERVICES, INC.</b>				
AMAZON CAPITAL SERVICES,..	46942	13YM-T4H6-J19H	JANITORIAL - CLEANING COV..	1.08
AMAZON CAPITAL SERVICES,..	46942	13YM-T4H6-J19H	JANITORIAL - CLEANING COV..	0.27
AMAZON CAPITAL SERVICES,..	46942	13YM-T4H6-J19H	JANITORIAL - CLEANING COV..	4.06
AMAZON CAPITAL SERVICES,..	46942	13YM-T4H6-J19H	JANITORIAL - CLEANING COV..	4.06
AMAZON CAPITAL SERVICES,..	46942	13YM-T4H6-J19H	JANITORIAL - CLEANING COV..	4.05
AMAZON CAPITAL SERVICES,..	46942	1JP9-X64M-HNHX	WIRELESS KEYBOARD	43.29
AMAZON CAPITAL SERVICES,..	46942	1L4V-9DD9-KTWF	PW DEPT OPP SUPPLIES	35.66
AMAZON CAPITAL SERVICES,..	46942	1L4V-9DD9-KTWF	PW DEPT OPP SUPPLIES	30.91
AMAZON CAPITAL SERVICES,..	46942	1L4V-9DD9-KTWF	PW DEPT OPP SUPPLIES	28.53
AMAZON CAPITAL SERVICES,..	46942	1L4V-9DD9-KTWF	PW DEPT OPP SUPPLIES	71.32
AMAZON CAPITAL SERVICES,..	46942	1L4V-9DD9-KTWF	PW DEPT OPP SUPPLIES	71.33
AMAZON CAPITAL SERVICES,..	46942	1V4R-QDTJ-1QWX	PW TRUCK SUPPLIES MATS	142.35
AMAZON CAPITAL SERVICES,..	46942	1V4R-QDTJ-1QWX	PW TRUCK SUPPLIES MATS	123.37
AMAZON CAPITAL SERVICES,..	46942	1V4R-QDTJ-1QWX	PW TRUCK SUPPLIES MATS	113.88
AMAZON CAPITAL SERVICES,..	46942	1V4R-QDTJ-1QWX	PW TRUCK SUPPLIES MATS	284.70
AMAZON CAPITAL SERVICES,..	46942	1V4R-QDTJ-1QWX	PW TRUCK SUPPLIES MATS	284.70
<b>Vendor AMAZON CAPITAL SERVICES, INC. Total:</b>				<b>1,243.56</b>
<b>Vendor: AMERIPRIDE</b>				
AMERIPRIDE	46943	1502574094	FD CLEANING SUPPLIES	108.63
<b>Vendor AMERIPRIDE Total:</b>				<b>108.63</b>
<b>Vendor: APPLGATE TEEPLES DRILLING CO. INC</b>				
APPLGATE TEEPLES DRILLI...	46944	I31337	VACUUMED OUT PUMP STA...	2,100.00
APPLGATE TEEPLES DRILLI...	46944	I31477	NORTH AVE SEWER LIFT ST...	8,650.00
<b>Vendor APPLGATE TEEPLES DRILLING CO. INC Total:</b>				<b>10,750.00</b>
<b>Vendor: ARAMARK UNIFORM SERVICES INC</b>				
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	3.69
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	3.69
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	7.38
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	6.64
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	15.50
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	30.25
ARAMARK UNIFORM SERVI...	46945	637397795	PW UNIFORMS	6.64
<b>Vendor ARAMARK UNIFORM SERVICES INC Total:</b>				<b>73.79</b>
<b>Vendor: BAKER SUPPLIES AND REPAIRS</b>				
BAKER SUPPLIES AND REPAI...	46946	61654	GRASS HOPER MOWER SUP...	55.29
<b>Vendor BAKER SUPPLIES AND REPAIRS Total:</b>				<b>55.29</b>
<b>Vendor: C.C.CONCRETE CONSTRUCTION</b>				
C.C.CONCRETE CONSTRUCT...	46947	040730	ALT MODE MEASURE V - RA...	9,536.00
C.C.CONCRETE CONSTRUCT...	46947	040732	ALT MODE MEASURE V - W...	2,752.00
C.C.CONCRETE CONSTRUCT...	46947	040733	TREE REMOVAL SOUTH SIDE...	462.00
C.C.CONCRETE CONSTRUCT...	46947	040733	TREE REMOVAL SOUTH SIDE...	476.00
C.C.CONCRETE CONSTRUCT...	46947	040733	TREE REMOVAL SOUTH SIDE...	462.00
C.C.CONCRETE CONSTRUCT...	46947	040734	REMOVE DAMAGED TREE	214.50
C.C.CONCRETE CONSTRUCT...	46947	040734	REMOVE DAMAGED TREE	221.00
C.C.CONCRETE CONSTRUCT...	46947	040734	REMOVE DAMAGED TREE	214.50

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
C.C.CONCRETE CONSTRUCT...	46947	040735	SCHMIDT PARK TREE REMO...	544.50
C.C.CONCRETE CONSTRUCT...	46947	040735	SCHMIDT PARK TREE REMO...	561.00
C.C.CONCRETE CONSTRUCT...	46947	040735	SCHMIDT PARK TREE REMO...	544.50
<b>Vendor C.C.CONCRETE CONSTRUCTION Total:</b>				<b>15,988.00</b>
<b>Vendor: CALIFORNIA STATE DISBURSEMENT UNIT</b>				
CALIFORNIA STATE DISBURS...	6474	PR- 3/28/20	PAYROLL DEDUCTIONS	281.07
<b>Vendor CALIFORNIA STATE DISBURSEMENT UNIT Total:</b>				<b>281.07</b>
<b>Vendor: CAPITOL ADVOCACY PARTNERS</b>				
CAPITOL ADVOCACY PARTN...	46948	2020CAP33	FEDERAL ADVOCACY & GRA...	1,990.00
<b>Vendor CAPITOL ADVOCACY PARTNERS Total:</b>				<b>1,990.00</b>
<b>Vendor: CINTAS CORPORATION #3</b>				
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	8.36
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	8.36
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	16.72
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	15.04
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	35.10
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	68.53
CINTAS CORPORATION #3	46949	4047106545	PW UNIFORMS	15.04
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	8.36
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	8.36
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	16.72
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	15.04
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	35.10
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	68.53
CINTAS CORPORATION #3	46949	4047677896	PW UNIFORMS	15.04
<b>Vendor CINTAS CORPORATION #3 Total:</b>				<b>334.30</b>
<b>Vendor: EFTPS</b>				
EFTPS	6477	PR- 3/28/2020	PAYROLL TAXES	7,361.80
EFTPS	6478	PR- 03/28/20	PAYROLL TAXES	1,721.68
EFTPS	6479	PR- 3/28/20	PAYROLL TAXES	5,299.76
<b>Vendor EFTPS Total:</b>				<b>14,383.24</b>
<b>Vendor: EMERGENCY VEHICLE OUTFITTERS</b>				
EMERGENCY VEHICLE OUTF...	46951	118184	PD INSTALL AMBER LIGHTB...	3,287.16
<b>Vendor EMERGENCY VEHICLE OUTFITTERS Total:</b>				<b>3,287.16</b>
<b>Vendor: EMPLOYMENT DEVELOPMENT DEPT</b>				
EMPLOYMENT DEVELOPME...	6475	PR- 3/28/20	PAYROLL TAXES	585.14
EMPLOYMENT DEVELOPME...	6476	PR- 03/28/20	PAYROLL TAXES	1,935.24
<b>Vendor EMPLOYMENT DEVELOPMENT DEPT Total:</b>				<b>2,520.38</b>
<b>Vendor: FAR WEST LABORATORIES, INC.</b>				
FAR WEST LABORATORIES, I...	46952	95868	WATER WELL SAMPLES	650.00
<b>Vendor FAR WEST LABORATORIES, INC. Total:</b>				<b>650.00</b>
<b>Vendor: FASTENAL COMPANY</b>				
FASTENAL COMPANY	46953	CALOB54615	PW DEPT OPP SUPPLIES - SA...	6.55
FASTENAL COMPANY	46953	CALOB54615	PW DEPT OPP SUPPLIES - SA...	5.67
FASTENAL COMPANY	46953	CALOB54615	PW DEPT OPP SUPPLIES - SA...	5.24
FASTENAL COMPANY	46953	CALOB54615	PW DEPT OPP SUPPLIES - SA...	13.10
FASTENAL COMPANY	46953	CALOB54615	PW DEPT OPP SUPPLIES - SA...	13.09
FASTENAL COMPANY	46953	CALOB54667	PW DEPT OPP SUPPLIES - DI...	6.64
FASTENAL COMPANY	46953	CALOB54667	PW DEPT OPP SUPPLIES - DI...	5.75
FASTENAL COMPANY	46953	CALOB54667	PW DEPT OPP SUPPLIES - DI...	5.31
FASTENAL COMPANY	46953	CALOB54667	PW DEPT OPP SUPPLIES - DI...	13.27

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
FASTENAL COMPANY	46953	CALOB54667	PW DEPT OPP SUPPLIES - DI...	13.27
<b>Vendor FASTENAL COMPANY Total:</b>				<b>87.89</b>
<b>Vendor: FOSTER'S PUMPS INC.</b>				
FOSTER'S PUMPS INC.	46954	15771	WELL SITE #4 NEW FLOW M...	1,107.55
<b>Vendor FOSTER'S PUMPS INC. Total:</b>				<b>1,107.55</b>
<b>Vendor: FOUR STAR BODY AND FRAME</b>				
FOUR STAR BODY AND FRA...	46955	10046	PD VEHICLE COMPLETE BOD...	2,156.06
FOUR STAR BODY AND FRA...	46955	1084	PD C.S.O. GRAPHICS FOR VE...	500.00
<b>Vendor FOUR STAR BODY AND FRAME Total:</b>				<b>2,656.06</b>
<b>Vendor: FRANCHISE TAX BOARD</b>				
FRANCHISE TAX BOARD	46956	PR- 3/28/20	WITHOLDING	177.44
<b>Vendor FRANCHISE TAX BOARD Total:</b>				<b>177.44</b>
<b>Vendor: GARTON TRACTOR INC.</b>				
GARTON TRACTOR INC.	46957	NC60700	WASTE WATER TRACTOR	92.25
<b>Vendor GARTON TRACTOR INC. Total:</b>				<b>92.25</b>
<b>Vendor: GILTON SOLID WASTE MANAGEMENT INC</b>				
GILTON SOLID WASTE MAN...	46958	MARCH 2020 BINS	TRASH BIN	284.60
<b>Vendor GILTON SOLID WASTE MANAGEMENT INC Total:</b>				<b>284.60</b>
<b>Vendor: GOUVEIA ENGINEERING INC</b>				
GOUVEIA ENGINEERING INC	46959	10041	SEWER PLAN FEIHE PROJECT	70.88
GOUVEIA ENGINEERING INC	46959	10042	WWTP IMPROVEMENT PLA...	100.00
GOUVEIA ENGINEERING INC	46959	10043	NORTH AVE SEWER LINE C...	131.25
GOUVEIA ENGINEERING INC	46959	10044	NORTH AVE SEWER LINE CR...	315.00
GOUVEIA ENGINEERING INC	46959	10045	SR 140/33 ROUNDABOUT C...	13,248.43
GOUVEIA ENGINEERING INC	46959	10046	SR 140/33 ROUNDABOUT C...	3,171.11
GOUVEIA ENGINEERING INC	46959	10047	SCHMIDT PARK PHASE 1	77.86
GOUVEIA ENGINEERING INC	46959	10048	MEREDITH AV - PHASE II	2,674.80
GOUVEIA ENGINEERING INC	46959	10051	AIRPORT STORM DRAINAGE...	150.00
GOUVEIA ENGINEERING INC	46959	10052	AIRPORT FENCE	465.94
GOUVEIA ENGINEERING INC	46959	10053	CITY WIDE ASSESSMENT DIS...	105.00
<b>Vendor GOUVEIA ENGINEERING INC Total:</b>				<b>20,510.27</b>
<b>Vendor: HALYCON CREEK INC. (DBA MID VALLEY I.T.)</b>				
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	139.83
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	139.86
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	699.17
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	209.75
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	209.75
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	139.83
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	209.75
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	1,048.76
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	1,398.34
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	1,398.34
HALYCON CREEK INC. (DBA...	46960	202137058	CITY HALL CABLE INSTALLAT...	1,398.34
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	54.91
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	54.89
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	274.53
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	82.36
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	82.36
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	54.91
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	82.36
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	411.79
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	549.05
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	549.05

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
HALYCON CREEK INC. (DBA...	46960	202137059	INSTALL ADDITIONAL CABLI...	549.05
HALYCON CREEK INC. (DBA...	46960	202137065	PD NETMOTION SOFTWARE...	2,750.00
HALYCON CREEK INC. (DBA...	46960	202137066	PD TWO FACTOR ONE TIME...	1,562.00
HALYCON CREEK INC. (DBA...	46960	202137086	PD MONTHLY I.T. SUPPORT...	2,118.26
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	28.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	28.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	140.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	42.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	42.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	28.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	42.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	210.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	280.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	280.00
HALYCON CREEK INC. (DBA...	46960	202137118	MONTHLY I.T. SUPPORT MA...	280.00
<b>Vendor HALYCON CREEK INC. (DBA MID VALLEY I.T.) Total:</b>				<b>17,567.24</b>
<b>Vendor: HILMAR LUMBER INC</b>				
HILMAR LUMBER INC	46961	13443	PW DEPT - STEEL CLAMP & ...	4.12
HILMAR LUMBER INC	46961	13443	PW DEPT - STEEL CLAMP & ...	3.57
HILMAR LUMBER INC	46961	13443	PW DEPT - STEEL CLAMP & ...	3.29
HILMAR LUMBER INC	46961	13443	PW DEPT - STEEL CLAMP & ...	8.24
HILMAR LUMBER INC	46961	13443	PW DEPT - STEEL CLAMP & ...	8.23
HILMAR LUMBER INC	46961	407452	PW DEPT OPP SUPPLIES - G...	2.58
HILMAR LUMBER INC	46961	407452	PW DEPT OPP SUPPLIES - G...	2.24
HILMAR LUMBER INC	46961	407452	PW DEPT OPP SUPPLIES - G...	2.07
HILMAR LUMBER INC	46961	407452	PW DEPT OPP SUPPLIES - G...	5.17
HILMAR LUMBER INC	46961	407452	PW DEPT OPP SUPPLIES - G...	5.17
HILMAR LUMBER INC	46961	407991	CLAMP AND PARTS FOR 2" ...	128.57
<b>Vendor HILMAR LUMBER INC Total:</b>				<b>173.25</b>
<b>Vendor: IEH-JL ANALYTICAL</b>				
IEH-JL ANALYTICAL	46962	493330	WWTP SAMPLES	1,019.00
IEH-JL ANALYTICAL	46962	494985	WWTP SAMPLES	419.50
<b>Vendor IEH-JL ANALYTICAL Total:</b>				<b>1,438.50</b>
<b>Vendor: INFOSEND BILLING</b>				
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	36.60
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	29.41
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	14.64
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	11.76
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	241.59
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	194.10
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	241.59
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	194.10
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	197.66
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	158.81
INFOSEND BILLING	46963	169405	UTILITY BILLING & MAY 202...	283.39
<b>Vendor INFOSEND BILLING Total:</b>				<b>1,603.65</b>
<b>Vendor: JENNIFER HALPIN</b>				
JENNIFER HALPIN	46964	11-2020MAR	GUSTINE RECYCLING PROG...	1,163.75
<b>Vendor JENNIFER HALPIN Total:</b>				<b>1,163.75</b>
<b>Vendor: JON W ZALINSKI</b>				
JON W ZALINSKI	46965	2003	CHAINSAW SHARPENING	15.00
<b>Vendor JON W ZALINSKI Total:</b>				<b>15.00</b>

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
<b>Vendor: JOSE J FARIAS</b>				
JOSE J FARIAS	46966	75	PW MOTOR VEHICLE	134.03
JOSE J FARIAS	46966	75	PW MOTOR VEHICLE	116.16
JOSE J FARIAS	46966	75	PW MOTOR VEHICLE	107.22
JOSE J FARIAS	46966	75	PW MOTOR VEHICLE	268.06
JOSE J FARIAS	46966	75	PW MOTOR VEHICLE	268.06
<b>Vendor JOSE J FARIAS Total:</b>				<b>893.53</b>
<b>Vendor: LANGUAGE LINE SERVICES</b>				
LANGUAGE LINE SERVICES	46967	4794477	PD TRANSLATIONS	1.89
<b>Vendor LANGUAGE LINE SERVICES Total:</b>				<b>1.89</b>
<b>Vendor: MARTIN L. CARVER</b>				
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	28.69
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	28.69
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	258.19
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	258.19
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	31.56
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	11.02
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	36.26
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	78.83
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	147.55
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	64.72
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	137.70
MARTIN L. CARVER	46968	1689	HOUSING ELEMENT	66.10
<b>Vendor MARTIN L. CARVER Total:</b>				<b>1,147.50</b>
<b>Vendor: MATTOS NEWSPAPERS INC</b>				
MATTOS NEWSPAPERS INC	46969	7335234	PD BUSINESS CARDS - M. ER...	48.54
MATTOS NEWSPAPERS INC	46969	73380	ANIMAL CONTROL - 2020 V...	158.58
MATTOS NEWSPAPERS INC	46969	73385	FIREWORKS "THANK YOU" ...	75.51
MATTOS NEWSPAPERS INC	46969	73386	PD BUSINESS CARDS - SJ	48.54
MATTOS NEWSPAPERS INC	46969	73409	PD BUSINESS CARDS - CORP...	48.54
MATTOS NEWSPAPERS INC	46969	73433	PD BUSINESS CARDS - CHIEF...	48.54
MATTOS NEWSPAPERS INC	46969	EMPLOYMENT ADVERTISING	EMPLOYMENT ADS - POOL ...	124.00
MATTOS NEWSPAPERS INC	46969	PI030520114	PUBLIC NOTICE: WATER EFF...	56.00
<b>Vendor MATTOS NEWSPAPERS INC Total:</b>				<b>608.25</b>
<b>Vendor: MERCED SUN STAR</b>				
MERCED SUN STAR	46970	104610045-03272020	MAINTENANCE WORKER ADS	561.70
<b>Vendor MERCED SUN STAR Total:</b>				<b>561.70</b>
<b>Vendor: MODERN WILDLIFE SOLUTIONS</b>				
MODERN WILDLIFE SOLUTI...	46971	7148	MONTHLY GOPHER ABATE...	300.00
<b>Vendor MODERN WILDLIFE SOLUTIONS Total:</b>				<b>300.00</b>
<b>Vendor: NOMAR ENTERPRISES LLC</b>				
NOMAR ENTERPRISES LLC	46972	48304	PD NEW VEHICLE COMPUTE...	8,927.81
<b>Vendor NOMAR ENTERPRISES LLC Total:</b>				<b>8,927.81</b>
<b>Vendor: OPERATING ENGINEERS LOCAL #3</b>				
OPERATING ENGINEERS LO...	46973	PR- 3/28/20	PAYROLL DEDUCTIONS	51.00
OPERATING ENGINEERS LO...	46973	PR- 3/28/2020	PAYROLL DEDUCTIONS	250.00
<b>Vendor OPERATING ENGINEERS LOCAL #3 Total:</b>				<b>301.00</b>
<b>Vendor: O'REILLY AUTO ENTERPRISES, LLC</b>				
O'REILLY AUTO ENTERPRISES..	46974	5718-204773	PW MOTOR VEHICLE SUPPL...	2.72
O'REILLY AUTO ENTERPRISES..	46974	5718-204773	PW MOTOR VEHICLE SUPPL...	2.36
O'REILLY AUTO ENTERPRISES..	46974	5718-204773	PW MOTOR VEHICLE SUPPL...	2.19
O'REILLY AUTO ENTERPRISES..	46974	5718-204773	PW MOTOR VEHICLE SUPPL...	5.44
O'REILLY AUTO ENTERPRISES..	46974	5718-204773	PW MOTOR VEHICLE SUPPL...	5.44

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
O'REILLY AUTO ENTERPRISES..46974		5718-205541	PW MOTOR VEHICLE SUPPL...	1.14
O'REILLY AUTO ENTERPRISES..46974		5718-205541	PW MOTOR VEHICLE SUPPL...	0.98
O'REILLY AUTO ENTERPRISES..46974		5718-205541	PW MOTOR VEHICLE SUPPL...	0.91
O'REILLY AUTO ENTERPRISES..46974		5718-205541	PW MOTOR VEHICLE SUPPL...	2.27
O'REILLY AUTO ENTERPRISES..46974		5718-205541	PW MOTOR VEHICLE SUPPL...	2.27
O'REILLY AUTO ENTERPRISES..46974		5718-205681	PD VEHICLE SUPPLIES	15.45
<b>Vendor O'REILLY AUTO ENTERPRISES, LLC Total:</b>				<b>41.17</b>
<b>Vendor: P G &amp; E</b>				
P G & E	46975	03262020	GAS AND ELECTRIC	2,043.00
P G & E	46975	03262020	GAS AND ELECTRIC	686.75
P G & E	46975	03262020	GAS AND ELECTRIC	74.74
P G & E	46975	03262020	GAS AND ELECTRIC	329.28
P G & E	46975	03262020	GAS AND ELECTRIC	109.06
P G & E	46975	03262020	GAS AND ELECTRIC	52.60
P G & E	46975	03262020	GAS AND ELECTRIC	590.92
P G & E	46975	03262020	GAS AND ELECTRIC	213.79
P G & E	46975	03262020	GAS AND ELECTRIC	1,125.97
P G & E	46975	03262020	GAS AND ELECTRIC	5,170.67
P G & E	46975	03262020	GAS AND ELECTRIC	631.28
P G & E	46975	03262020	GAS AND ELECTRIC	8,272.56
P G & E	46975	03262020	GAS AND ELECTRIC	2,294.63
P G & E	46975	03262020	GAS AND ELECTRIC	408.68
P G & E	46975	03262020	GAS AND ELECTRIC	141.67
P G & E	46975	03312020	LINDEN & BONTA ELECTRIC	12.07
<b>Vendor P G &amp; E Total:</b>				<b>22,157.67</b>
<b>Vendor: PACIFIC STAR CHEMICAL, LLC.</b>				
PACIFIC STAR CHEMICAL, LL...	46976	163463	CHLORINE FOR POOL	589.67
<b>Vendor PACIFIC STAR CHEMICAL, LLC. Total:</b>				<b>589.67</b>
<b>Vendor: POLICE OFFICERS ASSOC</b>				
POLICE OFFICERS ASSOC	46977	PR- 3/28/20	PAYROLL DEDUCTIONS	420.00
<b>Vendor POLICE OFFICERS ASSOC Total:</b>				<b>420.00</b>
<b>Vendor: PUBLIC EMP RETIREMENT SYSTEM</b>				
PUBLIC EMP RETIREMENT S...	6480	PR- 3/28/20EEPEPRASAFETY	RETIREMENT CONTRIBUTIO...	1,263.30
PUBLIC EMP RETIREMENT S...	6481	PR- 3/28/20EEPEPRAMISC	RETIREMENT CONTRIBUTIO...	1,007.86
PUBLIC EMP RETIREMENT S...	6482	PR- 3/28/20EECLASSCMISC	RETIREMENT CONTRIBUTIO...	1,318.66
PUBLIC EMP RETIREMENT S...	6483	PR- 3/28/20EECLASSSAFE...	RETIREMENT CONTRIBUTIO...	823.94
PUBLIC EMP RETIREMENT S...	6484	PR-3/28/20ERPEPRASAFETY	RETIREMENT CONTRIBUTIO...	1,372.58
PUBLIC EMP RETIREMENT S...	6485	PR- 3/28/20ERPEPRAMISC	RETIREMENT CONTRIBUTIO...	1,042.97
PUBLIC EMP RETIREMENT S...	6486	PR- 3/28/20ERCLASSCMISC	RETIREMENT CONTRIBUTIO...	1,831.24
PUBLIC EMP RETIREMENT S...	6487	PR- 3/28/20ERCLASSSAFE...	RETIREMENT CONTRIBUTIO...	1,767.43
<b>Vendor PUBLIC EMP RETIREMENT SYSTEM Total:</b>				<b>10,427.98</b>
<b>Vendor: SAN JOAQUIN VALLEY UNIFIED AIR POLL</b>				
SAN JOAQUIN VALLEY UNIFI...	46978	N137819	GEN PERMIT FOR WWTP	143.00
<b>Vendor SAN JOAQUIN VALLEY UNIFIED AIR POLL Total:</b>				<b>143.00</b>
<b>Vendor: STATE STREET BANK &amp; TRUST COMPANY</b>				
STATE STREET BANK & TRUS...	6488	PR- 3/28/20	PAYROLL DEDUCTIONS	422.88
<b>Vendor STATE STREET BANK &amp; TRUST COMPANY Total:</b>				<b>422.88</b>
<b>Vendor: TESEI PETROLEUM</b>				
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	80.22
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	662.68
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	38.63
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	204.18
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	43.80

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	213.66
TESEI PETROLEUM	46979	22741	FUEL FD/PD/PW VEHICLE	214.39
			<b>Vendor TESEI PETROLEUM Total:</b>	<b>1,457.56</b>
<b>Vendor: TRI COUNTIES BANK CARDMEMBER SERVICES</b>				
TRI COUNTIES BANK CARD...	46980	031312020 MC WESTIN LO...	REFUND PARTIAL STAY CPRS...	-185.46
TRI COUNTIES BANK CARD...	46980	03312020 DD ELIKA ACCESS	AIRPORT SECURITY - CARD ...	43.25
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	5.64
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	5.64
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	5.64
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	11.25
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	5.64
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	5.64
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	11.28
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	11.28
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	11.28
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	186.07
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	186.07
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	112.77
TRI COUNTIES BANK CARD...	46980	03312020 DD JIVE	JIVE TELEPHONES	5.64
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS	OFFICE SUPPLIES TRI-FOLD ...	2.80
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS	OFFICE SUPPLIES TRI-FOLD ...	0.70
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS	OFFICE SUPPLIES TRI-FOLD ...	10.50
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS	OFFICE SUPPLIES TRI-FOLD ...	10.50
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS	OFFICE SUPPLIES TRI-FOLD ...	10.51
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS CLUB	JANITORIAL CLEANING SUPP...	48.61
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS CLUB	JANITORIAL CLEANING SUPP...	12.15
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS CLUB	JANITORIAL CLEANING SUPP...	182.28
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS CLUB	JANITORIAL CLEANING SUPP...	182.28
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMS CLUB	JANITORIAL CLEANING SUPP...	182.28
TRI COUNTIES BANK CARD...	46980	03312020 DD SAM'S CLUB	JANITORIAL SUPPLIES	55.77
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMSCLUB	OFFICE SUPPLIES - PAPER T...	4.12
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMSCLUB	OFFICE SUPPLIES - PAPER T...	1.03
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMSCLUB	OFFICE SUPPLIES - PAPER T...	15.44
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMSCLUB	OFFICE SUPPLIES - PAPER T...	15.44
TRI COUNTIES BANK CARD...	46980	03312020 DD SAMSCLUB	OFFICE SUPPLIES - PAPER T...	15.43
TRI COUNTIES BANK CARD...	46980	03312020 MC CA PARK REC ...	2020 CPRS CONFERENCE & ...	310.00
TRI COUNTIES BANK CARD...	46980	03312020 MC FEDEX	CALPERS RETIREMENT DETE...	29.55
TRI COUNTIES BANK CARD...	46980	03312020 MC WESTIN LONG..	REC CPRS CONFERENCE HO...	729.18
TRI COUNTIES BANK CARD...	46980	03312020 MC YBA SHIRTS	FLAG FOOTBALL SAMPLE SH...	80.00
TRI COUNTIES BANK CARD...	46980	03312020 SJ AMAZON	K-9 SUPPLIES	63.76
TRI COUNTIES BANK CARD...	46980	03312020 SJ BARNDOR	PD GLOVES FOR OFFICERS	86.56
TRI COUNTIES BANK CARD...	46980	03312020 SJ DOLLAR GENE...	PD CLEANING SUPPLIES	28.74
TRI COUNTIES BANK CARD...	46980	03312020 SJ DOOR BLOK	PD OFFICE SUPPLIES - DOOR...	25.74
TRI COUNTIES BANK CARD...	46980	03312020 SJ GALLS	PD EXPLORER UNIFORMS	71.70
TRI COUNTIES BANK CARD...	46980	03312020 SJ QUALIFICATION..	PD RANGE SUPPLIES	400.68
TRI COUNTIES BANK CARD...	46980	03312020 SJ UNIVERSITY PL...	PD TRAINING HOTEL - BAYER	300.30
TRI COUNTIES BANK CARD...	46980	03312020 SJ UNIVERSITY PL...	PD TRAINING HOTEL	300.52
TRI COUNTIES BANK CARD...	46980	03312020 SJ WALMART	PD HAND SANITIZER FOR V...	46.80
			<b>Vendor TRI COUNTIES BANK CARDMEMBER SERVICES Total:</b>	<b>3,645.00</b>
<b>Vendor: TRUE BLUE VETERINARY HOSPITAL</b>				
TRUE BLUE VETERINARY HO...	46982	132945 A	PD K-9 FIONA VET SERVICES	180.55
TRUE BLUE VETERINARY HO...	46982	132945 B	VET SERVICES	108.86
			<b>Vendor TRUE BLUE VETERINARY HOSPITAL Total:</b>	<b>289.41</b>

## Warrant List

Post Dates: 04/08/2020 - 04/21/2020

Vendor Name	Payment Number	Payable Number	Description (Item)	Amount
<b>Vendor: US TRENCHLESS INC.</b>				
US TRENCHLESS INC.	46938	259639	HWY 33 SEWER LINE	70,000.00
			<b>Vendor US TRENCHLESS INC. Total:</b>	<b>70,000.00</b>
<b>Vendor: USA BLUE BOOK</b>				
USA BLUE BOOK	46983	184793	WATER TOOLS FOR SAMPLI...	239.49
USA BLUE BOOK	46983	190757	NEW CHLORINE INJECTOR ...	1,669.86
			<b>Vendor USA BLUE BOOK Total:</b>	<b>1,909.35</b>
<b>Vendor: VALLEY FARM SUPPLY STORES INC.</b>				
VALLEY FARM SUPPLY STOR...	46984	H329494	WW SUPPLIES - WEED KILLER	172.58
VALLEY FARM SUPPLY STOR...	46984	H329497	WASTE WATER SUPPLIES	6.58
			<b>Vendor VALLEY FARM SUPPLY STORES INC. Total:</b>	<b>179.16</b>
<b>Vendor: VERIZON WIRELESS</b>				
VERIZON WIRELESS	46985	9851137363	PD CELL PHONE SERVICES	466.87
			<b>Vendor VERIZON WIRELESS Total:</b>	<b>466.87</b>
<b>Vendor: WESTSIDE WELDING &amp; RADIATOR</b>				
WESTSIDE WELDING & RAD...	46986	10938	CUT BOLTS ON SWING @ S...	56.00
			<b>Vendor WESTSIDE WELDING &amp; RADIATOR Total:</b>	<b>56.00</b>
<b>Grand Total:</b>				<b>224,087.90</b>

## Report Summary

## Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	31,470.77
009 - COMMUNITY CENTER FUND	1,362.63
010 - GAS TAX 2105 FUND	1,221.00
011 - GAS TAX 2106 FUND	1,258.00
016 - SWIM POOL FUND	2,079.23
017 - CITY WIDE LIGHTING & LAND	5,375.29
019 - RECREATION FUND	1,918.74
020 - SURFACE TRANS SERV FUND	19,172.20
021 - ST/SIDEWALK MAINT	350.80
029 - GAS TAX 2103 FUND	1,221.00
034 - FIRE SERVICE FUND	1,990.00
047 - FIREWORKS	75.51
059 - STORM DRAIN	2,065.48
060 - WATER FUND	16,391.99
061 - SEWER FUND	90,248.18
062 - REFUSE	4,733.04
063 - AIRPORT FUND	1,116.64
074 - ASSESS - BORRELLI	141.67
099 - PAYROLL TRUST FUND	28,933.99
101 - GENERAL GOVERNMENT IMPACT FEES	31.56
102 - POLICE IMPACT FEES	11.02
103 - FIRE IMPACT FEES	36.26
104 - PARKS IMPACT FEE	78.83
105 - STORM DRAIN IMPACT FEES	147.55
106 - WATER IMPACT FEES	64.72
107 - SEWER IMPACT FEES	137.70
108 - REGIONAL TRANSPORTATION IMPACT FEES	66.10
202 - ALT MODES MEASURE V	12,288.00
301 - SWRCB GRANT WASTEWATER PROJ C-06-8179-110	100.00
<b>Grand Total:</b>	<b>224,087.90</b>

## Account Summary

Account Number	Account Name	Payment Amount
001-0110-520.010-00	DEPT OPERATING SUPPLI...	5.57
001-0110-530.201-00	OTHER CONTRACT SERVIC...	222.74
001-0120-530.011-00	TELEPHONE & INTERNET	5.64
001-0140-520.000-00	OFFICE SUPPLIES	56.61
001-0140-520.010-00	DEPT OPERATING SUPPLI...	5.57
001-0140-530.011-00	TELEPHONE & INTERNET	5.64
001-0140-530.014-00	POSTAGE	36.60
001-0140-530.201-00	OTHER CONTRACT SERVIC...	252.16
001-0142-520.010-00	DEPT OPERATING SUPPLI...	43.29
001-0142-530.011-00	TELEPHONE & INTERNET	5.64
001-0150-520.010-00	DEPT OPERATING SUPPLI...	66.58
001-0150-520.011-00	UNIFORM ALLOWANCE	20.41
001-0150-520.040-00	FUEL	80.22
001-0150-530.011-00	TELEPHONE & INTERNET	11.25
001-0150-530.060-00	ELECTRIC	2,043.00
001-0150-530.062-00	GAS	686.75
001-0210-520.010-00	DEPT OPERATING SUPPLI...	961.44
001-0210-520.030-00	MOTOR VEHICLE EXPENSE	5,943.22
001-0210-520.040-00	FUEL	662.68
001-0210-530.060-00	ELECTRIC	74.74
001-0210-530.091-00	MEETINGS & TRAINING	600.82
001-0210-530.201-00	OTHER CONTRACT SERVIC...	8,222.82
001-0210-540.038-00	TECHNOLOGY PURCH/REP...	8,927.81
001-0220-520.010-00	DEPT OPERATING SUPPLI...	108.63

## Account Summary

Account Number	Account Name	Payment Amount
001-0220-520.040-00	FUEL	38.63
001-0220-530.060-00	ELECTRIC	329.28
001-0220-530.062-00	GAS	109.06
001-0230-520.010-00	DEPT OPERATING SUPPLI...	158.58
001-0230-530.201-00	OTHER CONTRACT SERVIC...	108.86
001-0410-530.009-00	OTHER PROFESSIONAL SE...	474.94
001-0410-530.011-00	TELEPHONE	5.64
001-0610-520.010-00	DEPT OPERATING SUPPLI...	289.30
001-0610-520.011-00	UNIFORM ALLOWANCE	20.41
001-0610-520.030-00	MOTOR VEHICLE EXPENSE	137.89
001-0610-530.011-00	TELEPHONE	5.64
001-0610-530.060-00	ELECTRIC	52.60
001-0610-530.201-00	OTHER CONTRACT SERVIC...	690.11
009-0150-520.010-00	DEPT OPERATING SUPPLI...	8.35
009-0150-520.040-00	FUEL	204.18
009-0150-530.011-00	TELEPHONE	11.28
009-0150-530.060-00	ELECTRIC	590.92
009-0150-530.062-00	GAS	213.79
009-0150-530.201-00	OTHER CONTRACT SERVIC...	334.11
010-0310-530.201-00	OTHER CONTRACT SERVIC...	1,221.00
011-0310-530.201-00	OTHER CONTRACT SERVIC...	1,258.00
016-0613-520.010-00	DEPT OPERATING SUPPLI...	595.24
016-0613-530.011-00	TELEPHONE	11.28
016-0613-530.030-00	ADVERTISING	124.00
016-0613-530.060-00	ELECTRIC	1,125.97
016-0613-530.201-00	OTHER CONTRACT SERVIC...	222.74
017-0260-530.060-00	ELECTRIC	5,170.67
017-0270-530.009-00	OTHER PROFESSIONAL SE...	105.00
017-0610-520.011-00	UNIFORM ALLOWANCE	40.82
017-0610-520.040-00	FUEL	43.80
017-0610-530.201-00	OTHER CONTRACT SERVIC...	15.00
019-0613-520.010-00	DEPT OPERATING SUPPLI...	88.35
019-0613-530.011-00	TELEPHONE	11.28
019-0613-530.060-00	ELECTRIC	631.28
019-0613-530.091-00	MEETINGS & TRAINING	853.72
019-0613-530.201-00	OTHER CONTRACT SERVIC...	334.11
020-0310-530.009-00	OTHER PROFESSIONAL SE...	19,172.20
021-0310-520.010-00	DEPT OPERATING SUPPLI...	194.58
021-0310-520.011-00	UNIFORM ALLOWANCE	36.72
021-0310-520.030-00	MOTOR VEHICLE EXPENSE	119.50
029-0310-530.201-00	OTHER CONTRACT SERVIC...	1,221.00
034-0220-530.009-00	OTHER PROFESSIONAL SE...	1,990.00
047-0704-520.010-00	DEPT OPERATING SUPPLI...	75.51
059-0140-520.000-00	OFFICE SUPPLIES	14.15
059-0140-530.014-00	POSTAGE	14.64
059-0140-530.201-00	OTHER CONTRACT SERVIC...	11.76
059-0730-520.010-00	DEPT OPERATING SUPPLI...	215.37
059-0730-520.030-00	MOTOR VEHICLE EXPENSE	110.32
059-0730-530.009-00	OTHER PROFESSIONAL SE...	28.69
059-0730-530.201-00	OTHER CONTRACT SERVIC...	1,670.55
060-0140-520.000-00	OFFICE SUPPLIES	212.28
060-0140-530.014-00	POSTAGE	241.59
060-0140-530.201-00	OTHER CONTRACT SERVIC...	194.10
060-0142-530.030-00	ADVERTISING	56.00
060-0710-520.010-00	DEPT OPERATING SUPPLI...	3,049.06
060-0710-520.011-00	UNIFORM ALLOWANCE	85.70
060-0710-520.030-00	MOTOR VEHICLE EXPENSE	275.77
060-0710-520.040-00	FUEL	213.66

**Account Summary**

Account Number	Account Name	Payment Amount
060-0710-530.009-00	OTHER PROFESSIONAL SE...	258.19
060-0710-530.011-00	TELEPHONE	186.07
060-0710-530.060-00	ELECTRIC	8,284.63
060-0710-530.201-00	OTHER CONTRACT SERVIC...	3,334.94
061-0140-520.000-00	OFFICE SUPPLIES	212.28
061-0140-530.014-00	POSTAGE	241.59
061-0140-530.201-00	OTHER CONTRACT SERVIC...	194.10
061-0142-530.030-00	ADVERTISING	561.70
061-0520-520.010-00	DEPT OPERATING SUPPLI...	1,012.38
061-0520-520.011-00	UNIFORM ALLOWANCE	167.31
061-0520-520.030-00	MOTOR VEHICLE EXPENSE	275.77
061-0520-520.040-00	FUEL	214.39
061-0520-530.009-00	OTHER PROFESSIONAL SE...	329.07
061-0520-530.011-00	TELEPHONE	186.07
061-0520-530.060-00	ELECTRIC	2,294.63
061-0520-530.094-00	LICENSES & PERMIT FEES	143.00
061-0520-530.201-00	OTHER CONTRACT SERVIC...	84,415.89
062-0140-520.000-00	OFFICE SUPPLIES	212.27
062-0140-530.014-00	POSTAGE	197.66
062-0140-530.201-00	OTHER CONTRACT SERVIC...	158.81
062-0510-520.000-00	OFFICE SUPPLIES	55.68
062-0510-520.011-00	UNIFORM ALLOWANCE	36.72
062-0510-530.009-00	OTHER PROFESSIONAL SE...	1,448.35
062-0510-530.011-00	TELEPHONE & INTERNET	112.77
062-0510-530.030-00	ADVERTISING	283.39
062-0510-530.201-00	OTHER CONTRACT SERVIC...	2,227.39
063-0340-520.010-00	DEPT OPERATING SUPPLI...	43.13
063-0340-530.009-00	OTHER PROFESSIONAL SE...	615.94
063-0340-530.011-00	TELEPHONE	5.64
063-0340-530.060-00	ELECTRIC	408.68
063-0340-530.201-00	OTHER CONTRACT SERVIC...	43.25
074-0610-530.060-00	ELECTRIC	141.67
099-0000-220.010	FICA TAXES PAYABLE	9,083.48
099-0000-220.020	FIT W/H PAYABLE	5,299.76
099-0000-220.030	SIT W/H PAYABLE	1,935.24
099-0000-220.050	PERS PAYABLE	10,427.98
099-0000-220.071	POA DEDUCT PAYABLE	420.00
099-0000-220.081	UNION DUES PAYABLE	301.00
099-0000-220.090	DISABILITY (SDI) PAYABLE	585.14
099-0000-220.092	CAL PERS 457 DEF COMP	422.88
099-0000-220.094	FRANCHISE TAX BOARD	177.44
099-0000-220.097	CALIFORNIA STATE DISBU...	281.07
101-0140-530.009-00	OTHER PROFESSIONAL SE...	31.56
102-0210-530.009-00	OTHER PROFESSIONAL SE...	11.02
103-0220-530.009-00	OTHER PROFESSIONAL SE...	36.26
104-0610-530.009-00	OTHER PROFESSIONAL SE...	78.83
105-0730-530.009-00	OTHER PROFESSIONAL SE...	147.55
106-0710-530.009-00	OTHER PROFESSIONAL SE...	64.72
107-0520-530.009-00	OTHER PROFESSIONAL SE...	137.70
108-0310-530.009-00	OTHER PROFESSIONAL SE...	66.10
202-0310-530.009-00	OTHER PROFESSIONAL SE...	12,288.00
301-0520-530.009-00	OTHER PROFESSIONAL SE...	100.00
	<b>Grand Total:</b>	<b>224,087.90</b>

**Project Account Summary**

Project Account Key	Payment Amount
**None**	224,087.90

**Project Account Summary**

Project Account Key  
\*\*None\*\*

Payment Amount

Grand Total:

224,087.90



# TREASURER'S REPORT

Period Ending March 30, 2020

Accounts	Beg. Period Balance	Cash Debits (+)	Cash Credits (-)	End Period Balance
State of California LAIF	6,180,895	-	-	6,180,895
General Checking Account	1,883,295	520,404	556,666	1,847,033
Payroll Account	734,362	129,674	114,522	749,514
<b>Total Cash and Investments</b>	<b>\$8,798,552</b>	<b>\$650,077</b>	<b>\$671,188</b>	<b>\$8,777,442</b>

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

Prepared by: *Lakhwinder Deol*

*Lakhwinder Deol, Finance Director*



## COUNCIL AGENDA ITEM

APRIL 21, 2020

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

**SUBJECT:** Council Approve Employment Agreement to Hire Finance Manager

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### BACKGROUND/DISCUSSION

Staff conducted a recruitment for the position of Finance Manager with the current Finance Director accepting a position with the City of Suisun. The current Finance Director's last day with Gustine is April 23, 2020. Interviews for the position were held throughout March 2020 with six individuals.

The successful candidate was selected and a background has been completed. Staff determined that the new Finance Manager will be an outstanding fit to the organization because of her solid background in the accounting and broad knowledge in the financial arena. Negotiations over proposed salary and benefits have occurred and the results of those efforts are contained in the contract that will be distributed at the Council meeting. Copies for the public will be made available electronically after the Council meeting by request.

### FISCAL IMPACT

See contract

### RECOMMENDATION

Council authorize the City Manager to execute the Finance Manager's Employment Agreement

### EXHIBIT(S)

A) Contract



## COUNCIL AGENDA ITEM

**APRIL 21, 2020**

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

**SUBJECT: Council Approve Resolution Revising Previous Determination  
Concerning Industrial Disability Retirement**

---

### **BACKGROUND/DISCUSSION**

At their regular meeting on March 17, 2020, City Council considered and approved a resolution determining the industrial disability retirement of Gustine Police Officer Bret Nelson. The determination was forwarded to the applicant and to the California Public Employees Retirement System (CalPERS). Following Council's determination, staff was notified by CalPERS that, based on additional facts and medical evidence, the City could revise its initial determination if it was founded that the applicant was substantially incapacitated from the performance of their usual duties due to non-industrial disability.

### **FISCAL IMPACT**

None at this time.

### **RECOMMENDATION**

Council approve the resolution establishing a revised determination concerning the disability retirement of Gustine Police Officer Bret Nelson.

### **EXHIBIT(S)**

A) Resolution

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE  
ESTABLISHING A REVISED DETERMINATION CONCERNING THE  
INDUSTRIAL DISABILITY RETIREMENT OF POLICE OFFICER BRET NELSON**

**WHEREAS**, the City of Gustine ("City"), contracts with the California Public Employees Retirement System ("PERS") for the provision of retirement pensions for the City of Gustine's employees;

**WHEREAS**, a local safety member of the City may be retired with a disability pension where he or she is found substantially incapacitated from the performance of his or her usual duties;

**WHEREAS**, the California Public Employees' Retirement Law requires that a contracting agency determine whether a local safety member is disabled for purpose of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law;

**WHEREAS**, Bret Nelson is an employee of the City serving in the position of Police Officer and has accrued the required years of service credit under PERS in order to be eligible for a disability retirement, if any;

**WHEREAS**, an application for industrial disability retirement of Bret Nelson ("Applicant"), based on orthopedic (lumbar) condition ("Back Injury"), was filed with the California Public Employees' Retirement System and was received by the City on September 26, 2019; and

**WHEREAS**, the City Council reviewed the available medical and other evidence relevant to Applicant's application for industrial disability and adopted Resolution No. 2020-2506 finding that Applicant was not substantially incapacitated from the performance of his usual duties in the position of Police Officer as a result the Back Injury; and

**WHEREAS**, following City Council's determination, a representative from the state PERS office notified City staff that, based on additional facts and medical evidence, City could revise its initial determination if it found that Applicant was substantially incapacitated from the performance of his usual duties in the position of Police Officer due to non-industrial disability; and

**WHEREAS**, based on its review of medical and other evidence relevant to Applicant's application, the City of Gustine has determined that Applicant is substantially incapacitated from the performance of his usual duties in the position of Police Officer as a result of a non-industrial medical condition, and

therefore desires to amend and supplement its prior determination with this Resolution.

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

Section 1. The City does hereby find and determine that Bret Nelson, a local safety member of the California Public Employees' Retirement System employed by the City of Gustine Police Department, is substantially incapacitated from the performance of his usual duties in the position of Police Officer as a result of certain non-industrial medical conditions and is therefore eligible for disability retirement. Such medical conditions are disclosed in the pertinent medical evidence and medical reports reviewed by the City Council in reaching this determination. The City Council's prior determination regarding solely Applicant's Back Injury shall remain in effect.

Section 2. The City Council does hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 21156(a)(2).

Section 3. The City's Human Resources Director is hereby directed to notify the Applicant and the state California PERS office of this Resolution and the City's revised determination concerning Applicant's eligibility for disability (non-industrial), and to coordinate as may be necessary, as soon as practicable.

Section 4. If Applicant disputes the determination set forth in this Resolution, Applicant has thirty (30) days from the date on which he is served with this Resolution in which to file an appeal. Service is made on Applicant on the date an agent for the City of Gustine personally serves Applicant or on the date Applicant receives this Resolution by certified, return receipt mail. Any appeal must be filed with the City Clerk in person or by certified, return receipt mail. The appeal is deemed filed on the day it is personally served or on the date it is postmarked for delivery by certified, return receipt mail. If the Applicant does not timely file an appeal, Applicant will have waived his right to challenge the City of Gustine's decision before any administrative tribunal or in any court of law.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Gustine on April 21, 2020 and adopted by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

\_\_\_\_\_  
Pat Nagy, Mayor

ATTEST:

\_\_\_\_\_  
Melanie Correa, Deputy City Clerk



## COUNCIL AGENDA ITEM

APRIL 21, 2020

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

**SUBJECT:** Memorandum of Understanding for Animal Shelter Services

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### BACKGROUND/DISCUSSION

It is the responsibility of each municipality in Merced County to provide and maintain animal control services for their respective jurisdictions. The Gustine Police employs one Animal Control Officer (ACO) with her role being the caretaker and expert in regulations related to animals. She is also equipped to respond to calls for service related to stray dogs, dead and unlawful animals in the City Limits, and many other calls related to animals. While the ACO does her best to find the owner of the animals and a home for stray animals, she must at times take dogs to the Merced County Animal Shelter.

In doing so, any dog transported to the shelter from our city will incur a cost to house the animal, whether she transports them or a community member. The fee helps cover the costs and maintain the facility for the entire county. Currently, the City has no contract with the County, however the County provides animal control services and the City pays for all services. This attached Memorandum of Understanding (MOU) will allow both entities to enter into a formal agreement with the City paying the fees for services rendered.

### FISCAL IMPACT

Currently, the City budgets \$1000 for these services. The costs are off set by the revenue raised through dog licensing and vaccination clinics. The budgeted amount is expected to remain the same, however may increase over each fiscal year due to the staff and facility costs increases.

City agrees to pay County:

1. Seventy-Five dollars and no/100 cents (\$75.00) per animal for euthanasia services requested by City.
2. Ten dollars and no/100 cents (\$10.00) per deceased animal brought to County for disposal.
3. Any additional costs defined under the terms of this agreement.

In the event the City of Gustine requests the County to house animals at the Merced County Animal Shelter for the mandated waiting period the

following fees will apply:

City agrees to pay County:

1. Eighty-Five dollars and no/100 cents (\$85.00) per live animal, eight weeks of age or older for the first four (4) days of housing. In the case of rabies quarantine, ten (10) days of housing.
2. Ten dollars and no/100 cents (\$10.00) per litter, where the animals are less than eight (8) weeks of age and housed less than two (2) days.

No fees will be assessed for:

1. Animals redeemed or released by their owners after payment of costs.
2. Animals which have been designated as escaped or missing by County which have been housed less than two (2) days.

### **RECOMMENDATION**

Staff recommends the City Council approve the Memorandum of Understanding between the County of Merced and the City of Gustine.

### **EXHIBIT(S)**

- A) Memorandum of Understanding

**APPROVED BY:**

  
\_\_\_\_\_  
DOUG DUNFORD, CITY MANAGER

**AGREEMENT FOR SPECIAL SERVICES**

**MERCED COUNTY  
CONTRACT NO. \_\_\_\_\_**

**THIS AGREEMENT**, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and City of Gustine a government entity, located at 682 3<sup>rd</sup> Avenue, Gustine, CA (hereinafter referred to as "City").

**WHEREAS**, City desires to contract with County for special services which consist of euthanasia services and disposal of deceased animals to City's designated animal control provider; and

**WHEREAS**, County is specially trained, experienced, and competent to perform such services in connection with existing facilities upon warrant that City has the authority to transfer ownership of the animals to County following the legally required holding period; and

**WHEREAS**, the parties agree that all released animals are subject to all applicable California State Laws, Title 7 of the Merced County Code, and to all current policies and procedures of the Merced County Division of Animal Services , including adoption and euthanasia; and

**WHEREAS**, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

**1. SCOPE OF SERVICES**

County shall provide limited animal control services, as determined by County, including euthanasia services and disposal of deceased dogs and cats captured by ordinance or code and delivered by City's designated animal control provider and/or residents of the City of Gustine with prior approval of City. These services are in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. City and County responsibilities are as follows:

- A. City will comply with the following:
  - 1. Warrant in writing that City has the authority to transfer the ownership of the animals.
  - 2. City shall deliver animals to the Merced County Animal Services Facility during normal business hours. Merced County Animal Control services will be limited to euthanasia services and receiving and disposing of deceased animals. Any additional services requested by City will be

- accommodated by the County at the sole discretion of County.
3. Prepare a formal release form acceptable to Merced County Division of Animal Services, which identifies each animal, the date of original custody, the animal's location when placed in custody, and all relevant information concerning custody, special holds, incidents of injury and attack, microchip identification, claims of ownership and medical treatment if applicable.
  4. Certify that any animal, other than those subject to an Administrative Hearing or Court Order, becomes the property of County at the time of release and has been held for the required holding period. County may dispose of the animal at County's sole discretion.
  5. It will be the responsibility of City to carry out any and all Administrative Hearings or Court ordered dispositions of City's animals.
  6. Accept responsibility for payment of compensation as set forth herein.
  7. City will ensure any injured or sick animal released to County, has received qualified medical care prior to such release. County will not accept any injured or sick animal from City without documentation of qualified medical care or a veterinarian's written recommendation for euthanasia.
  8. City will check each animal prior to being released to County for microchip identification, license, ID tag, tattoo or other types of animal identification. City is responsible for making a reasonable effort to contact the owner of any such animal so identified, and advise possible owners of the animal's status and location. City shall make an annotation of this effort on the formal release form.
- B. After compliance by City, County will provide the following services:
- 1 Services will be provided for Cats and Dogs identified as stray animals by City's formal release form and all required supplemental documentation whether required by this agreement or otherwise by statutes and regulations.
  - 2 Animals other than cats or dogs will be accepted at the sole discretion of County.
  - 3 County reserves the right to refuse service to City, if in its sole opinion, County is unable to provide adequate housing, confinement and humane care for any animal brought to County by City.
  - 4 County will provide medical care as it deems necessary, for any animal City brings into the County's facility in need of such care without a record of medical treatment. In the event a City of Gustine resident brings a stray animal to County requiring medical care, County will make a reasonable effort to contact City prior to providing any medical care. If in the sole opinion of County the condition of the animal is stable and the life or health of the animal is not in immediate danger, City will be contacted and the animal transferred into care of the City designated provider. In the event that qualified medical care is provided by County, a licensed veterinarian designated by County will determine the minimal level of care required. This care may include but not be limited to a

physical exam, diagnostic x-ray, pharmaceutical treatment or euthanasia. City will be responsible for all costs, not to exceed fifty dollars (\$50.00) in medical care costs per animal in addition to other charges imposed pursuant to this agreement.

- 5 County will charge actual cost to City for all services provided for animals requiring special handling, housing or care not anticipated by this agreement. For all animals held at the request of City beyond a ten (10) day period, City will be charged the established daily board fee per animal per day beyond the ten (10) day period. If City provides complete owner information, the owner of the animal will be the primary responsible party for all fees assessed unless otherwise directed by an Administrative Hearing or Court Order. Owner information must include the owner's name, address, phone number and California driver's license number or other form of valid identification. In the event City is directed to return an animal to the owner at no charge, pursuant to an Administrative Hearing or Court process, City shall be responsible for all fees incurred.
- 6 City is responsible for all fee associated services provided to City animals under the terms of this agreement. For services not anticipated by this agreement provided to City animals, the fee charged for services will be at the rates listed on County's current fee schedule.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

Exhibit A - Contract Agency intake procedure

## **2. TERM**

The term of this Agreement shall commence on the 1st day of July, 2019, and continue until the 30th day of June, 2024, unless sooner terminated in accordance with the sections entitled "TERMINATION FOR CONVENIENCE", "TERMINATION FOR CAUSE" OR "NON-APPROPRIATION OF FUNDING", as set forth elsewhere in this Agreement.

## **3. COMPENSATION**

City agrees to pay County:

1. Seventy-Five dollars and no/100 cents (\$75.00) per animal for euthanasia services requested by City.
2. Ten dollars and no/100 cents (\$10.00) per deceased animal brought to County for disposal.
3. Any additional costs defined under the terms of this agreement.

In the event the City of Gustine requests the County to house animals at the Merced County Animal Shelter for the mandated waiting period the following fees will apply:

City agrees to pay County:

1. Eighty-Five dollars and no/100 cents (\$85.00) per live animal, eight weeks of age or older for the first four (4) days of housing. In the case of rabies quarantine, ten (10) days of housing.
2. Ten dollars and no/100 cents (\$10.00) per litter, where the animals are less than eight (8) weeks of age and housed less than two (2) days.

No fees will be assessed for:

1. Animals redeemed or released by their owners after payment of costs.
2. Animals which have been designated as escaped or missing by County which have been housed less than two (2) days.

The Merced County Auditor will recalculate the rate of compensation for each year the Agreement is in effect. The rate of compensation will reflect County's cost in providing service. Written notification of any annual fee adjustment will be sent to the address indicated under Section 5, "NOTICES" of this Agreement. Annual fee adjustments will take effect on July 1 of each year. If City elects not to accept the annual fee adjustment, City may terminate the contract in accordance with the section titled "TERMINATION FOR CONVENIENCE".

Any and/or all payments made under this Agreement shall be paid by check, payable to the order of County and be mailed to County at:

Name: Merced County Sheriff  
Division of Animal Control  
Address: 2150 Shuttle Drive  
City/State/Zip: Atwater, CA 95301

County may request that City mail the check to County to such other address as County may from time to time designate to City. Such request must be made in writing in accordance with the procedures as outlined under Section 6, "NOTICES".

#### **4. TERMS OF PAYMENT**

Payment shall be for services required to be provided herein and as set forth under Section 1, "SCOPE OF SERVICES." Payment shall be made in the following manner:

County shall submit monthly itemized invoices, or alternate documentation as deemed appropriate in advance by City, for services it has provided and for the

amount owed under this Agreement. Invoices shall be forwarded to the City at the City address indicated under Section "NOTICES" of this Agreement.

By invoice or approved alternate documentation County may:

- A. Detail by task the service performed by County.
- B. Detail the number of animals attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information deemed appropriate by County to notify City of the need for payment.

The fee due hereunder shall be paid to County within fifteen (15) days following receipt of the invoice.

## **5. NOTICES**

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the City, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the City known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the City known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (City's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective

as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o  
Sheriff's Department  
2222 M Street  
Merced, CA 95340  
Ph 209-385-7330  
Fax 209-725-3968

City of Gustine c/o  
Gustine Police Department  
682 3<sup>rd</sup> Avenue  
Gustine, CA 95322  
Ph 209-854-3737  
Fax 209-854-1205

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

**6. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING**

The services provided to CITY pursuant to this Agreement are based on County's continued receipt of local, state and/or federal funding related to this purpose. In the event that funding is terminated, in whole or in part, for any reason, this Agreement and all obligations for services by the County, arising from this Agreement shall be discharged. County agrees to inform City no later than ten (10) calendar days after receiving notification that funding will be terminated and the final date for which services may be available.

**7. TERMINATION FOR CONVENIENCE**

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, County shall have no further liability for the provision of services.

**8. TERMINATION FOR CAUSE**

The County may terminate this Agreement for and be relieved of any making any payments to City, and all duties to City should the City fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum otherwise due the City and the balance, if any, shall be paid to the City upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

## **9. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION**

County shall be entitled to receive compensation for any work completed prior to issuance of the notice of termination. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of the Agreement, regardless of whether this Agreement was terminated for convenience or for cause.

## **10. MODIFICATION OF THE AGREEMENT**

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

## **11. INSURANCE**

- A. Prior to the commencement of work, and as a precondition to this contract, City shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. City shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if City has a SIR, and if so, City shall be required to provide the entire policy of insurance with which it has a SIR and/or deductible.
1. Commercial General Liability: \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
  2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or split limits of \$500,000 per person \$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.
  1. Workers Compensation: Statutory coverage, if and as required for City as an employer according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.

4. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering City's wrongful acts, errors and omissions. Any aggregate limit for professional liability must be separate and in addition to any CGL aggregate limit.

## B. Insurance Conditions

1. Insurance is to be primary and non-contributory with any insurance of the County, and placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.
3. If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

## 12. INDEMNIFICATION

City has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of City.

Except as related to liability involving misidentification or failure to identify ownership of animals, County shall indemnify, defend and hold harmless City, its governing board, board members, officers, employees and agents, from and against any claims, damages, costs, expenses, including any amount equal to reasonable attorney's fees, or liabilities arising out of or in any way connected with this Agreement, including, without limitation, claims damages, expenses, or

liabilities for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such claims, damages, expenses, liabilities or losses arise from the negligence or willful acts or omissions of County, its officers, employees or agents. Incidents related to ownership and initial capture of animals shall remain the full responsibility of City. Unless the fault or defect is the sole responsibility of County and its employees, City shall retain full responsibility relating to transfer of the animals until the animal is received and identified by County. The obligations set forth above shall survive expiration or termination of this Agreement.

### **13. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that City is an independent entity in the performance of the work duties and obligations devolving upon City under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which City shall use the services provided.

It is mutually understood and agreed that no employer-employee relationship is created and each party shall be responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or codes applying to the other party, or its employees, if any.

It is mutually agreed and understood that City, its sub-contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

City shall insure that all its personnel and employees, its sub-contractors and their employees, used to receive the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

### **14. RECORDS AND INSPECTIONS**

Each party shall maintain full and accurate records with respect to all matters covered under this Agreement. Each party shall have free access at all proper times to such records and the right to examine and audit the same and to make copies therefrom until four (4) years after the furnishing of services.

### **15. OWNERSHIP OF DOCUMENTS**

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by County hereunder shall be the exclusive property of County and shall be delivered to

County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. City may retain copies thereof for its files and internal use. Any publication of the information directly derived from work performed, or data obtained in connection with services rendered under this Agreement, must first be approved in writing by County. All technical data, evaluations, plans, specifications, reports, and other work products are instruments of County's services and are not designed for use other than what is intended by this Agreement.

**16. ENTIRE AGREEMENT**

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. Any modification of this agreement shall be in writing properly endorsed by authorized representatives.

**17. COUNTY NOT OBLIGATED TO THIRD PARTIES**

Each party shall not be obligated or liable hereunder to any party other than to the other party of this agreement.

**18. COMPLIANCE WITH STATE LAWS AND REGULATIONS**

The parties agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to the parties, their subgrantees, contractors, or subcontractors, and their work.

**19. APPLICABLE LAW; VENUE**

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

**20. WAIVER**

Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**21. BREACH OF CONTRACT**

Upon breach of this Agreement by City, County shall have all remedies available to it both in equity and/or at law.

**22. SUCCESSORS IN INTEREST**

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

**23. CONFLICT OF INTEREST**

City covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. City shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. City shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to City or their officer or employee nor that any such person will be employed by City in the performance of this Agreement without immediate divulgence of such fact to the County.

**24. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

The parties and any subcontractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of the other party because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Each party shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of the other party's employees and agents, and recipients of services are free from such discrimination and harassment.

The parties represent that they are in compliance with and agree that they will

continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

The parties shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**25. CAPTIONS**

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

**26. ASSIGNMENT**

The parties shall not assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent of the other party.

**27. SEVERABILITY**

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Reduced compensation will allow County to withdraw from any service obligation.

**28. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

**29. LICENSE AND PERMITS**

City shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

*Signatures to follow*

County of Merced

City of Gustine

By \_\_\_\_\_  
Rodrigo Espinoza  
Chairman, Board of Supervisors

By \_\_\_\_\_  
Douglas Dunford  
City Manager

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Dated

APPROVED AS TO LEGAL FORM  
MERCED COUNTY COUNSEL

By \_\_\_\_\_

\_\_\_\_\_  
Dated



## COUNCIL AGENDA ITEM

APRIL 21, 2020

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

**SUBJECT: Authorize the City Manager to Execute an Agreement Between MCAG and the City of Gustine to Continue Receiving Measure V Funds**

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### BACKGROUND/DISCUSSION

On November 8, 2016, the voters of Merced County passed a 1/2 cent sales tax called Measure V. The duration of Measure V will be 30 years from the initial year of 2017. The proceeds will be used to pay for programs and projects within each City and County of Merced.

The City has been receiving Measure V funds and currently has approximately \$216,833 in funds for repairs and improvements. The City is receiving roughly \$18,000 per month.

MCAG is requesting each jurisdiction to sign an Agreement (attached) so that they follow the requirements and reporting that is needed. Staff is asking the Council to Authorize the City Manager to execute the Agreement with MCAG to continue receiving Measure V funding.

### FISCAL IMPACT

Approximately an additional \$216,000 per year for streets, sidewalk and alternative mode transportation improvements.

### RECOMMENDATION

Council authorize the City Manager to execute an Agreement with MCAG for Measure V funding to continue.

### EXHIBIT(S)

- A) Master Measure V Recipient Funding Agreement

MEASURE V LOCAL FUNDING AGREEMENT  
between  
MERCED COUNTY ASSOCIATION OF GOVERNMENTS  
and the  
CITY OF GUSTINE

This Measure V Local Funding Agreement (“AGREEMENT”), effective the 1st day of July 2020, is entered into by and between Merced County Association of Governments, a joint powers authority pursuant to California Government Code Section 6500 et seq. (MCAG), and the City of Gustine, a municipal corporation (“RECIPIENT”).

**RECITALS**

- A. On November 8, 2016, the voters of Merced County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq. (“Act”), approved Measure V, thereby authorizing MCAG to administer the proceeds from the one-half cent transaction and use tax (“Measure V”).
- B. The duration of the Measure V transportation sales tax will be 30 years from the initial year of collection, which began April 1, 2017, with said tax to terminate/expire on March 31, 2047. The tax proceeds will be used to pay for the programs and projects outlined in Merced County’s 2016 – ½ Cent Transportation Sales Tax Measure Expenditure Plan (“Expenditure Plan”), as it may be amended in accordance with State law.
- C. This AGREEMENT delineates the requirements of the Local Projects funds that are directly allocated to local jurisdictions, as authorized by the Expenditure Plan.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

**ARTICLE I – LOCAL PROJECTS FUNDING ALLOCATIONS**

This AGREEMENT authorizes MCAG to allocate the Local Projects funds derived from Measure V receipts in accordance with the voter-approved Expenditure Plan as follows:

- Each jurisdiction (each City and the County) shall be allocated an annual base amount of \$150,000 from the Local Projects funds. The total amount of this base amount will be subtracted from the 50% Local Projects funds before the remainder is allocated.

- The remaining Local Projects funds after the base amount allocation shall be allocated in accordance with the Expenditure Plan based on the average of the jurisdiction's share of the total countywide population and its share of the total countywide publicly maintained road miles. For example, if a jurisdiction has 35% of the population and 75% of the road miles it will be allocated 55% of the funds remaining after the base amounts are allocated.
- 20% of each jurisdiction's total allocation of Local Projects funds shall be used for Alternative Modes projects as outlined in the Expenditure Plan.

**A. LOCAL PROJECTS**

1. Fifty percent (50%) of the Measure V funds collected shall be allocated to Local Projects. The individual local elected city councils and the Merced County Board of Supervisors are the decision-making bodies for the use of their respective allocations of the Local Projects funds within their respective jurisdictions. Each city and the County of Merced shall receive their Local Projects funding allocation as described above consistent with the Expenditure Plan. The goal of the Local Projects funds is to improve the local transportation systems within each individual city and the County of Merced overall. At least twenty percent (20%) of the Local Projects funds each jurisdiction receives shall be used for Alternative Modes projects (see section B).
2. MCAG shall distribute the Local Projects funds pursuant to the formula described above and consistent with the Expenditure Plan. RECIPIENT allocations are subject to change based on variations of annual population figures and percent of road miles pursuant to Article II Paragraph A(2) herein.
3. The Expenditure Plan provides basic fund usage guidelines for RECIPIENT use of the Local Project funds received from the Measure V sales tax. Said guidelines are hereby incorporated into this AGREEMENT by reference.
4. RECIPIENT shall use the reporting tools designated by MCAG to maintain and provide a separate accounting of the Local Projects funds received and any and all expenditures from said funds to ensure that the funds are spent in accordance with the approved Expenditure Plan.
5. RECIPIENT may choose to advance funds for a project, either a project specified in the plan or a project for which they plan to use their Local Projects funds, and to receive reimbursement for that advancement in accordance with the plan. The fund advancement

and reimbursement projections must be approved by a majority vote of the MCAG Governing Board per its Bylaws prior to the jurisdiction proceeding with the project. RECIPIENT may also accumulate funds from their Local Projects allocations over several years to fund higher-cost projects.

6. RECIPIENT shall provide a report to the Citizens Oversight Committee within 60 days of the fiscal year end delineating the Local Projects funds received and how they were spent. In addition, RECIPIENT shall provide documentation as to whether or not the Maintenance of Effort as described in Article II, Paragraph B(4) below, was met.

#### **B. ALTERNATIVE MODES PROJECTS**

1. At least twenty percent (20%) of the Local Projects funds received by RECIPIENT shall be used for Alternative Modes projects as required in the Expenditure Plan. RECIPIENT may use more than the twenty percent (20%) minimum but not less. The goal of this sub-category of projects is to provide safe alternatives to automobile travel, increase use of alternative modes, and improve air quality and the environment. RECIPIENT may also accumulate funds from their Local Projects allocations over several years to fund higher-cost Alternative Modes projects.
2. This sub-category may be used for projects and programs that provide alternatives to single-occupant vehicle use, increase use of alternative modes, and improve air quality and the environment, including but not limited to the following:
  - Sidewalks, crosswalks, safe routes to schools, ADA curb ramps and other pedestrian projects
  - Bicycle projects
  - Passenger rail
  - Railroad crossing safety improvements
  - Vanpools, carpools or other ridesharing programs or incentives
  - Roundabouts or other air quality improvements
  - Other alternative modes

**ARTICLE II: PAYMENTS AND EXPENDITURES**

**A. MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)**

1. Within 5 business days of actual receipt of the Measure V sales tax revenues from the State Board of Equalization (“BOE”), MCAG shall pay to the RECIPIENT its allocated amount of available Local Projects funds provided that the RECIPIENT is current on expenditure reporting requirements as outlined in Article II, Paragraph B(3). With the payment, MCAG shall provide the RECIPIENT with an itemized breakdown of how the allocation payment was calculated. In the event of non-compliance, MCAG maintains the authority to hold Local Project fund allocations until reporting requirements are met.
2. MCAG shall annually update the Measure V revenue projections and the resulting fund allocation formulas to reflect the most current population using the California Department of Finance’s annual population estimates (Report E-1 published annually in May) and the Maintained Miles by jurisdiction as published in the most current California Public Road Data. MCAG shall use the updated Local Projects allocation formulas in the allocations beginning July 1 of each new fiscal year, which is from July 1 to June 30. MCAG shall provide the RECIPIENT prompt notice of any update to the allocation formulas and MCAG’s application of the updated formula to the RECIPIENT’s allocation.
3. MCAG shall include Measure V Local Projects funds distributed to each RECIPIENT in a quarterly report to the Board of Directors.
4. MCAG shall provide for an independent annual audit of its financial statements including revenues and expenditures and of its calculation of the allocation formula for distributing Measure V revenues to RECIPIENT and the other jurisdictions.
5. MCAG shall provide reasonable notice to RECIPIENT prior to conducting an audit of Local Projects funds received by RECIPIENT to determine whether the RECIPIENT’s use of said funds is in compliance with this AGREEMENT and the Expenditure Plan.

**B. RECIPIENT’S DUTIES AND OBLIGATIONS**

1. RECIPIENT shall use all Local Projects funds received in compliance with the applicable guidelines and plan(s), as they may be adopted or amended by the Board of Directors for MCAG in accordance with applicable law.
2. RECIPIENT shall use and maintain the designated reporting tools to report on funds received and expended. RECIPIENT must account for Local Projects funds, including any interest

received or accrued, separately for each fund type. The accounting system shall provide adequate internal controls and audit trails to facilitate an annual compliance audit for each fund type and the respective usage and application of said funds. MCAG and its representatives and agents shall have the absolute right at any reasonable time to inspect and copy any accounting records related to such funds, except to the extent specifically prohibited by application law.

3. RECIPIENT will use the designated reporting tools to provide MCAG with the required information related to Local Projects funds expenditures according to the following schedule:

<u>Reporting Period</u>	<u>Due Date</u>
July 1 to September 30	October 31
October 1 to December 31	January 31 of following calendar year
January 1 to March 31	April 30
April 1 to June 30	August 31 (60 days are provided for the 4th quarter of each fiscal year)

4. RECIPIENT hereby agrees to the Maintenance of Effort. The enabling legislation in Public Utilities Code Section 180001(e) provides:

*It is the intent of the Legislature that funds generated pursuant to this division be used to supplement and not replace existing local revenues used for transportation purposes.*

If RECIPIENT receives revenues for Local Projects, it shall annually maintain, as a minimum, the same level of local fully discretionary general fund revenues that were expended on average for fiscal years 2013/14, 2014/15, and 2015/16, for transportation purposes.

Dedicated funds for transportation such as gas tax revenues are not counted as general fund revenues. Transfers into the general fund will not be counted as general fund revenues. Grant awards and general fund revenues used as matching funds for grant awards will not be counted as general fund revenues.

5. RECIPIENT hereby agrees to and accepts the formulas used in the allocation of Measure V, as reflected in the Expenditure Plan, and agrees to accept and use the California Department of Finance Estimates of Population figures (Report E-1, updated annual in May)

for California cities and counties and the maintained miles by jurisdiction as published in the most current California Public Road Data for the annual update of the sales tax allocation formulas to begin in each new fiscal year.

**C. OTHER CONSIDERATIONS**

1. Transportation Purposes Only: RECIPIENT shall use all Local Projects funds solely for transportation purposes as defined by the Expenditure Plan. Any jurisdiction that violates this provision, as determined by the MCAG Board, must fully reimburse all misspent funds, including all interest which would have been earned thereon. The interest rate shall not exceed the maximum allowed by law.
2. Staff Cost Limitations: Direct costs associated with the delivery of programs and projects associated with Local Projects funds, including direct staff costs and consultant costs, are eligible uses of said funds. Indirect costs, including, but not limited to, overhead costs such as rent, utilities, and human resources staff, are not allowed.
3. Fund Exchange: Each local jurisdiction shall have the authority to loan Local Projects funds allocated to them to other local jurisdictions for the implementation of needed transportation projects.
4. CEQA: All projects funded with Local Projects funds shall comply with the California Environmental Quality Act (CEQA) and other environmental reviews as required.
5. Promotion: At a minimum, RECIPIENT agrees to promote all projects funded by more than \$50,000 through Measure V with branded signage and is encouraged to use additional means such as news releases, social media, events, or any other tools to communicate to the public that the project was funded by Measure V. For this same category of projects, RECIPIENT also agrees to provide MCAG with at least two (2) photographs of the project, either 1) in progress or 2) before and after completion or some combination thereof.

**ARTICLE III: REPORTING REQUIREMENTS**

**A. REQUIREMENTS AND WITHHOLDING**

RECIPIENT shall comply with each of the reporting requirements set forth below. If RECIPIENT fails to comply with one or more of these requirements, MCAG may withhold payment of further Local Projects funds to RECIPIENT until full compliance is achieved.

1. RECIPIENT shall, by December 31<sup>st</sup> of each year, submit to MCAG at the RECIPIENT's expense, separate independently audited financial statements for the prior fiscal year of Local Projects funds received and used.
2. RECIPIENT shall provide current and accurate information on RECIPIENT's website (if applicable) and to MCAG for the Measure V website, to inform the public about how RECIPIENT is using Local Projects funds.
3. RECIPIENT shall, at least annually, publish an article highlighting a project or program funded by Local Projects funds, or provide information to MCAG's Public Information Officer regarding such project or program for publication.
4. RECIPIENT shall make its administrative officer or designated staff available upon request to render a report or answer any and all inquiries in regard to RECIPIENT's receipt, usage, and/or compliance with audit findings regarding Local Projects funds before the Citizens Oversight Committee.
5. RECIPIENT agrees that MCAG may review and/or evaluate all projects or programs funded pursuant to this AGREEMENT. This may include visits by representatives, agents or nominees of MCAG to observe RECIPIENT's project or program operations, to review project or program data and financial records, and to discuss the project with RECIPIENT's staff or governing body.

#### **ARTICLE IV: OTHER PROVISIONS**

##### **A. INDEMNITY BY RECIPIENT**

Neither MCAG nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Local Projects funds distributed to RECIPIENT pursuant to this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that RECIPIENT shall fully defend, indemnify and hold harmless MCAG, its governing body, elected officials, officers, agents and employees from any liability imposed on MCAG for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT in connection with the Local Projects funds distributed to RECIPIENT pursuant to this AGREEMENT.

**B. INDEMNITY BY MCAG**

Neither RECIPIENT nor its governing body, elected officials, officers, consultants, agents or employees shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, that MCAG shall fully defend, indemnify and hold harmless RECIPIENT, its governing body, elected officials, officers, agents and employees from any liability imposed on RECIPIENT for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by MCAG under or in connection with any work, authority or jurisdiction delegated to MCAG under this AGREEMENT

**C. JURISDICTION AND VENUE**

The laws of the State of California will govern the validity of this AGREEMENT, its interpretation and performance, and any other claims to which it relates. All legal actions arising out of this AGREEMENT shall be brought in a court of competent jurisdiction in Merced County, California.

**D. ATTORNEY'S FEES**

Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

**E. TERM**

The term of this AGREEMENT shall be from July 1, 2020 to June 30, 2022, unless amended in writing or a new Measure V Local Funding Agreement is executed between MCAG and RECIPIENT.

**F. SEVERABILITY**

If any provision of this AGREEMENT is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be unenforceable, such provision shall not affect the other provisions of the AGREEMENT, but such unenforceable provisions shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth in this AGREEMENT.

**G. ENTIRE AGREEMENT; MODIFICATION**

This AGREEMENT, as well as the referenced Expenditure Plan, constitutes the entire AGREEMENT and supersedes all prior written or oral understandings regarding Local Projects funds. This AGREEMENT may only be modified by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officers as of the date first written below.

**CITY OF GUSTINE (RECIPIENT)**

**MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG)**

By:

By:

\_\_\_\_\_  
Name Date  
Title

\_\_\_\_\_  
Stacie Guzman Date  
Executive Director

Approved as to Legal Form:

Reviewed as to Budget/Financial Controls:

By:

By:

\_\_\_\_\_  
Name Date  
Title

\_\_\_\_\_  
Nav Bagri Date  
Finance Director

Approved as to Legal Form:

By:

\_\_\_\_\_  
Emily Haden Date  
Legal Counsel to MCAG