



**REVISED
CITY COUNCIL REGULAR MEETING AGENDA
JULY 2, 2019**

CLOSED SESSION: 6:00P.M. – 7:00 P.M.
OPEN SESSION: 7:00 P.M.

Notice is hereby given that the City Council will hold a Regular Meeting on July 2, 2019, at the City Council Chambers, 1416 C Street, Livingston, California. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection at Livingston City Hall, 1416 C Street. The Open Session will begin at 7:00 p.m. the Closed Session will be held in accordance with the state law prior to the Open Session beginning at 6:00 p.m. The Closed Session will be held at the City Council Chambers Located at 1416 C Street. The agenda shall be as follows:

CLOSED SESSION

1. Call to Order
2. Roll Call

CLOSED SESSION

A "Closed" or "Executive" Session of the City Council may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators, conference with legal counsel regarding pending litigation. The Closed Session will be held in the City Council Chambers located at 1416 C Street, Livingston, California. Any public comment on Closed Session items will be taken before the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers, 1416 C Street, Livingston, California.

1. Conference with Real Property Negotiator
(Government Code Section 54956.8)
Real Property:
APN: 024-191-034-000
APN: 024-154-005-000
APN: 024-153-003-000
APN: 024-153-011-000
APN: 024-147-006-000
Negotiating Parties for City: Jose Antonio Ramirez, City Manager
Under Negotiation: Potential Property Sale
2. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Jose Antonio Ramirez, City Manager
Employee Organizations: OE3 - Police Supervisory Employees Association.
OE3 - Management/Confidential Bargaining Unit
OE3 - Livingston Police Officer Association
AFSCME – Public Works and Parks Unit
All Represented and Unrepresented City Employees
3. Conference with Legal Counsel – Potential Litigation
(Government Code Section 54956.9(d)(2))
Number of Cases: 1
4. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Number of Cases: Livingston 75, L.P. vs. City of Livingston
Merced County Superior Court – Case No. 19CV-00930

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2019-36
Next Ordinance No.: 640

Pledge of Allegiance.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Presentation by Mayor Samra: Recognition of Livingston High School Girls Track and Field Team.
2. Presentation by Mayor Samra: Recognition of Annie Winton - CIF SJS Scholar Athlete.

3. Presentation by Mayor Samra: Recognition of Victor Becerra - FFA State Proficiency Winner Ag Mechanics Repair and Maintenance.
4. Introducing the new Livingston Police bicycle patrol officer by Chief Ruben Chavez and Officer Jeff Godfrey.
5. Presenting the first cut sheet of the Livingston Police Trading Cards to Mayor Guralp Samra by Chief Ruben Chavez and Officer Jeff Godfrey.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item NOT otherwise on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, and identify themselves. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening. For items which are on the agenda this evening members of the public will be provided an opportunity to address the City Council as each item is brought up for discussion.

CONSENT AGENDA

Items on the Consent Calendar are considered routine or non-controversial and will be enacted by one vote, unless separate action is requested by the City Manager or City Council Member. There will be no separate discussion of these items unless members of the City Council or City Manager request that specific items be removed.

6. Approval of Minutes of Meeting Held on June 4, 2019.
7. Approval of Minutes of Meeting Held on June 13, 2019.
8. Approval of Minutes of Meeting Held on June 25, 2019.
9. Approval of Warrant Register Dated June 26, 2019.

DISCUSSION AND POTENTIAL ACTION ITEMS

10. Resolution of the City Council of the City of Livingston Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds.
11. Resolution of the City Council of the City of Livingston to Name the Soccer Field at the Max Foster Sports Complex the "Odi Ortiz Memorial Soccer Field."

12. Ordinance Amending Livingston Municipal Code Chapter 2-4, "Parks, Recreation and Arts Commission," Section 2-4-2(B), to Increase the Commissioner Terms from Two (2) Years to Four (4) Years.
13. Resolution Approving Master Agreement No. 10-5256F15 and Authorizing the City Manager to Execute the Master Agreement No. 10-5256F15 between Caltrans and the City of Livingston for Federal-Aid Projects.
14. Resolution Authorizing the City Manager to Execute the Program Supplement Agreement No. F014 to Administering Agency-State Agreement No. 10-5256F15 for the Alley Paving Phase 1 Improvements: Federal Project No. CML-5256 (018) and Authorizing the City Manager to Act on Behalf of the City of Livingston.
15. Resolution Authorizing the City Manager to Execute the Program Supplement Agreement No. F013 to Administering Agency-State Agreement No. 10-5256F15 for the Alley Paving Phase 2 Improvements: Federal Project No. CML-5256 (019) and Authorizing the City Manager to Act on Behalf of the City of Livingston.

ADJOURNMENT



MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL JUNE 4, 2019

A Closed Session/Regular Meeting of the Livingston City Council was held on June 4, 2019, in the City Council Chambers with Mayor Samra presiding.

CALL TO ORDER

Mayor Samra called the meeting to order at 6:24 p.m.

ROLL CALL

- Mayor Gurpal Samra
- Mayor Pro-Tem Raul Garcia (Excused Absence)
- Council Member Maria Baptista-Soto (Excused Absence)
- Council Member Juan Aguilar
- Council Member Gagandeep Kang

Mayor Samra opened and subsequently closed Citizen Comments at 6:25 p.m., as there were no comments from the public.

CLOSED SESSION

Mayor Samra opened the meeting for public comments at 6:28 p.m. There were no comments and the Council went into Closed Session immediately thereafter to discuss the following matters:

3. Conference with Real Property Negotiator
(Government Code Section 54956.8)
Real Property:
APN: 024-191-034-000
Negotiating Parties for City: Jose Antonio Ramirez, City Manager
Under Negotiation: Potential Property Sale
4. Conference with Labor Negotiator
(Government Code Section 54957.6)

Labor Negotiator: Jose Antonio Ramirez, City Manager
Employee Organizations: OE3 - Police Supervisory Employees Association.
OE3 - Management/Confidential Bargaining Unit
OE3 - Livingston Police Officer Association
AFSCME – Public Works and Parks Unit
All Represented and Unrepresented City Employees

5. Conference with Legal Counsel – Potential Litigation
(Government Code Section 54956.9(d)(2))
Number of Cases: 2

6. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Number of Cases: Livingston 75, L.P. vs. City of Livingston
Merced County Superior Court – Case No. 19CV-00930

REGULAR MEETING

Mayor Samra called the meeting to order at 7:08 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

- Mayor Gurpal Samra
- Mayor Pro-Tem Raul Garcia (Excused Absence)
- Council Member Maria Baptista-Soto (Excused Absence)
- Council Member Juan Aguilar
- Council Member Gagandeep Kang

CLOSED SESSION ANNOUNCEMENTS

No reportable action was taken.

CHANGES TO THE AGENDA

None.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Ceremonial swearing-in of Second Alternate Planning Commissioner Wapinder Kang by City Clerk Antonio Silva.

City Clerk Silva swore in Wapinder Kang.

2. Presentation by Matt Fell, Transportation Planning Manager, Merced County Association of Governments: Measure V Presentation.
(Measure V Open House from 6:30 p.m. to 7:00 p.m. at City Council Chambers)

Matt Fell gave a power point presentation regarding new transportation revenue, transportation needs, Citizens' Oversight Committee, and transparency. He noted that 20 million dollars of new revenue have been raised in the first 15 months for transportation. Voters approved 27% to go into regional projects (East), 17% to Regional projects (West), 40% to local projects, 10% to local projects alternative modes, 5% to transit, and 1% to administration.

Supervisor Espinoza noted that he and Council Member Aguilar have been working hard to push the projects forward. He expressed the need for people to go to the meeting so that they can express their concerns. He stated that the Merced County Directors are trying to decide how to manage the funds.

Mayor Samra asked Mr. Fell if he would like to introduce his staff.

Matt Fell introduced his staff members.

Paul Garcia thanked Matt Fell and his staff. He asked if money was already allocated for the Winton Parkway project and if the City approved it.

City Manager Ramirez responded that the City has already allocated money for the project and is in the process of being bid. Construction will start in the summer.

Paul Garcia was pleased to hear that the funds are available for the project.

Council Member Aguilar thanked Mr. Fell, Eva, and Mauricio for keeping the public informed and for providing information and materials. He stated that the council is advocating for the City's projects.

City Manager Ramirez thanked MCAG for their cooperation in helping with the bicycle master plan at no cost and their hard work. He also thanked city staff for assisting and providing the information necessary to MCAG. He asked MCAG staff if they can provide information to the public regarding the six (6) lane expansion.

Mr. Fell noted that Caltrans would start construction for the widening of the northbound freeway to six (6) lanes in the fall and bids will start this summer. The widening of southbound will begin a couple of years later.

3. Presentation by Happy Bains, Sr. Accountant, City of Livingston: Presentation of 2019/2020 Proposed Budget.

Senior Accountant Bains made a power point presentation of the 2019/2020 budget highlights. He discussed the source of funds, use of funds, new funds, major projects, source of general fund, and use of general fund.

Mayor Samra asked Mr. Bains and City Manager Ramirez to add what the City sends to the County (related to Cal fire services) under the use of general funds graft.

City Manager Ramirez stated that he would incorporate the numbers.

City Manager Ramirez noted that the City will be scheduling a budget workshop soon and will go into further details of the budget. He and the staff will be available for any questions regarding the budget.

Supervisor Espinoza stated that the budget keeps the public safe. He also expressed the importance of recreation and maintaining the roads in Livingston.

Mayor Samra noted that the council has always had general and broad support for recreation.

City Manager Ramirez stated that they take pride in working as a team and being creative in trying to leverage and stretch what they can.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

Supervisor Espinoza congratulated the Livingston High School girls track team for winning division 5 (classified as division 4-5). He also mentioned that the Merced fair will start on Wednesday.

City Staff Announcements and Reports.

Police Chief Chavez reported that they will be holding a safety workshop forum on June 26, 2019, at 5:30 p.m. in the Council Chambers. He and Fire Chief Carter will be discussing public safety and answering any questions that the public might have.

Fire Captain Alvis gave a PowerPoint presentation on the Fire Department's Emergency Activity Report. Within City limits, there were 79 medical aids, 8 vehicle accidents, 1 vegetation fire, 8 vehicle accidents, 2 vehicle fires, 2 firefighter standby, and 1 hazardous material release. There were 428 incidents within the City and 271 within the County with a total of 699 incidents to date. He also discussed community outreach, events, and staff training. He reminded the public to call 811 before digging to prevent hitting a gas line.

Council Member Aguilar reported that the fire department raised \$4,423.00 in the MDA Fill the Boot event. They raised \$870.00 more than last year.

Parks and Recreation Superintendent Benoit gave an update on Parks and Recreation related activities. These activities included summer day camp, swim lessons, adult co-ed softball, soccer, movie in the park, and Music in Memorial park. She announced that on Thursday from 7 p.m. to 9:00 p.m. at the Farmer's Market they will be presenting their Prop 68 drawings. The location and time of the school's free breakfast and lunch program will be posted on Facebook.

City Manager Ramirez asked Ms. Benoit to provide information on the next steps of Prop 68.

Parks and Recreation Superintendent Benoit stated that at the next council meeting she will be doing a presentation on what the community voted on and in July they will bring a resolution to the council.

City Manager Announcements and Reports.

City Manager Ramirez reported that a few people that moved to Livingston from Paradise have brought to his attention the illegal fireworks. The police department is looking into the situation. In other news, Mr. Ramirez is trying to push to bring electric aviation into Livingston. He has been in contact with Martha Aceves, California Public Utility Commission Commissioner to try to get the governor to put together a working group. Moreover, he attended the ICSC conference in Las Vegas and got the opportunity to meet a lot of potential vendors.

City Council Members' Announcements and Reports.

Council Member Aguilar stated that he would like the City to recognize the track team and baseball team at the next council meeting.

Council Member Kang shared the Merced County Mosquito Abatement District phone number (209-722-1527).

Mayor's Announcements and Reports.

Mayor Samra reported that there were various vendors at the ICSC conference. They received a lot of good leads, and vendors have already contacted them.

PUBLIC HEARINGS

4. Public Hearing- First Reading and Introduction of Ordinance Approving the Fourth Amendment to the Development Agreement between the City of Livingston and JEG Livingston Ranches, LLC, Concerning 15.9 Acres Northeast of the Intersection of Robin Avenue and "B" Street, Livingston, CA.

Planning Director Hatch introduced this item.

Mayor Samra opened and closed the Public Hearing at 8:22 p.m., as there were no comments from the public.

Mayor Samra asked how the City will determine if the block wall is needed or not.

Planning Director Hatch stated that since each project comes before the Planning Commission and City Council, the specifics of the project will be decided at that point. He noted that all walls will be uniform and will be consistent with the pattern that the City has established in that area.

Motion: M/S Aguilar/Samra to adopt Ordinance No. 639 Approving the Fourth Amendment to the Development Agreement between the City of Livingston and JEG Livingston Ranches, LLC, Concerning 1539 Acres Northeast of the Intersection of Robin Avenue and "B" Street, Livingston, CA. The motion carried 3-0-2 by the following roll call vote:

AYES: Council Members: Aguilar, Kang, and Samra
NOES: Council Members: None
ABSENT: Council Members: Baptista-Soto and Garcia

5. Public Hearing – Resolution Approving Site Plan and Design Review 2019-01 for the Conversion of Existing Car Wash into a Restaurant at Brothers Food Mart site at the Southeast Corner of Walnut Avenue and Hammatt Avenue; APN#: 023-070-011.

Planning Director Hatch introduced this item.

Mayor Samra opened the Public Hearing at 8:30 p.m.

David Blevins, P.O. Box 76, noted that he does not feel that there is enough parking and asked if parking has been taken into account. He also inquired about the type of restaurant coming in and who will be running the restaurant.

Planning Director Hatch responded that the restaurant will be called Los Gordos Mexican Restaurant. He stated that the Bassi's will not be running the restaurant. He also said that in terms of parking, there is an existing 16 parking spaces behind the building, which is more parking spaces than the required amount of 14 parking spaces.

Mayor Samra closed the Public Hearing at 8:33 p.m.

Mayor Samra noted that the City allows businesses the opportunity to readjust and adjust to the new ways.

Council Member Aguilar noted that it is an outstanding that they are bringing a new restaurant into town.

Motion: M/S Samra/Aguilar to adopt Resolution No. 2019-28, Approving Site Plan and Design Review 2019-01 for the Conversion of Existing Car Was into a Restaurant at Brothers Food Mart site at the Southeast Corner of Walnut Avenue and Hammatt Avenue; APN#: 023-070-011. The motion carried 3-0-2 by the following roll call vote:

AYES: Council Members: Aguilar, Kang, and Samra
NOES: Council Members: None
ABSENT: Council Members: Baptista-Soto and Garcia

City Manager Ramirez congratulated the Bassi's and complimented them on their great decision.

CITIZEN COMMENTS

Mayor Samra opened and closed Citizen Comments at 8:35 p.m., as there were no comments from the public.

CONSENT AGENDA

6. Initiating Proceedings and Ordering the Preliminary Engineer's Report for the Annual Levy of Assessments for Fiscal Year 2019/2020 for the Citywide Consolidated Landscape Maintenance Assessment District No. 1, Approving the Engineer's Report, Declaring the City's Intention to Levy Annual Assessments for the District, and Appointing a Time and Place for a Public Hearing.
7. Initiating Proceedings and Ordering the Preliminary Engineer's Report for the Annual Levy of Assessment for Fiscal Year 2019/2020 for the Livingston Benefit Assessment District, Approving the Engineer's Report, Declaring the City's Intention to Levy Annual Assessments Within Such Districts and Appointing a Time and Place for a Public Hearing.
8. City Council to Support all Punjabi and other Indian Related Activities at Livingston High School.
9. Approval of Minutes of Meeting Held on April 2, 2019.
10. Approval of Minutes of Meeting Held on May 7, 2019.
11. Approval of Warrant Register Dated May 20, 2019.
12. Approval of Warrant Register Dated May 28, 2019.

Motion: M/S Aguilar/Kang to approve the Consent Agenda. The motion carried 3-0-2 by the following roll call vote:

AYES:	Council Members:	Aguilar, Kang, and Samra
NOES:	Council Members:	None
ABSENT:	Council Members:	Baptista-Soto and Garcia

DISCUSSION AND POTENTIAL ACTION ITEMS

13. Resolution Authorizing the City Manager to Sign and File an Application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the Purchase of a New Alternative Fuel Vehicle.

City Manager Ramirez introduced this item.

Volunteer Fire Chief Bates noted that the purpose of the vehicle is to provide primary emergency care and treatment in areas that have limited access. It also helps them provide ongoing EMS coverage at Livingston High School and it will assist them in transporting items to public functions and events.

Mayor Samra opened and closed Public Comments at 8:42 p.m., as there were no comments from the public.

Council Member Aguilar inquired about the turnaround and access time for the funds.

City Manager Ramirez responded that from past experience, he anticipates that it will be a 3-month turnaround. He stated that there is a City match because only \$20,000 is part of the new vehicle fuel alternative program. He will be working with the fire department to make sure they get the right specs.

Council Member Aguilar noted that the vehicle is vitally needed.

Motion: M/S Aguilar/Kang to adopt Resolution No. 2019-32, Authorizing the City Manager to Sign and File an Application to the San Joaquin Valley Air Pollution Control District (SJVAPCD) for the Purchase of a New Alternative Fuel Vehicle. The motion carried 3-0-2 by the following roll call vote:

AYES:	Council Members:	Aguilar, Kang, and Samra
NOES:	Council Members:	None
ABSENT:	Council Members:	Baptista-Soto and Aguilar

14. Approve a contract with R.L. Friend Construction, Inc. for rehabilitation improvements for the Walnut Lift Station.

Public Works Director Chavarria introduced this item.

Mayor Samra opened and closed Public Comments at 8:42 p.m., as there were no comments from the public.

Mayor Samra noted that the fuel vehicle is needed.

Motion: M/S Aguilar/Kang to adopt Resolution No. 2019-33, Approve a contract with R.L. Friend Construction, Inc. for rehabilitation improvements for the Walnut Lift Station. The motion carried 3-0-2 by the following roll call vote:

AYES:	Council Members:	Aguilar, Kang, and Samra
NOES:	Council Members:	None
ABSENT:	Council Members:	Baptista-Soto and Garcia

Mayor Samra announced that they will now adjourn to their closed session item.

ADJOURNMENT

The meeting was adjourned by consensus at approximately 9:07 p.m.

City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

The written meeting minutes reflect a summary of specific actions taken by the City Council. They do not necessarily reflect all of the comments or dialogue leading up to the action. All meetings are digitally recorded and are an official record of the meeting's proceedings. Digitally recorded verbatim minutes are available, upon request, and may be obtained at Livingston City Hall.



MEETING MINUTES

SPECIAL MEETING/BUDGET WORKSHOP LIVINGSTON CITY COUNCIL JUNE 13, 2019

A Special Meeting/Budget Workshop of the Livingston City Council was held on June 13, 2019, in the Council of Chambers with Mayor Samra presiding.

CALL TO ORDER

Mayor Samra called the meeting to order at 7:03 p.m.

ROLL CALL

- Mayor Gural Samra
- Mayor Pro-Tem Raul Garcia
- Council Member Maria Baptista-Soto
- Council Member Juan Aguilar
- Council Member Gagandeep Kang

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

CHANGES TO THE AGENDA

None.

CITIZEN COMMENTS

None.

BUDGET WORKSHOP

1. Proposed Budget Fiscal Year 2019/2020 – Workshop.

Senior Accountant Bains presented the City's proposed budget for the fiscal year 2019/2020.

Clerk's Notes: City Council took a 28 minute break from 8:08 p.m. to 8:36 p.m.

ADJOURNMENT

The special meeting was adjourned by consensus at 9:24 p.m.

Deputy City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

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MEETING MINUTES

SPECIAL MEETING/BUDGET WORKSHOP LIVINGSTON CITY COUNCIL JUNE 25, 2019

A Special Meeting/Budget Workshop of the Livingston City Council was held on June 25, 2019, in the Council of Chambers with Mayor Samra presiding.

CALL TO ORDER

Mayor Samra called the meeting to order at 6:06 p.m.

ROLL CALL

- Mayor Gурpal Samra
- Mayor Pro-Tem Raul Garcia (Excused Absence)
- Council Member Maria Baptista-Soto
- Council Member Juan Aguilar
- Council Member Gagandeep Kang

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

CHANGES TO THE AGENDA

None.

CITIZEN COMMENTS

None.

BUDGET WORKSHOP

1. Proposed Budget Fiscal Year 2019/2020 – Workshop.

City Manager Ramirez thanked all departments for their hard work.

Senior Accountant Bains made a power point presentation of the 2019/2020 budget highlights. He discussed the source of funds, use of funds, new funds, major projects, source of general fund, and use of general fund.

City Manager Ramirez noted that staff has been instructed to survey similarly-sized cities in the general area to provide the council with input of what they charge. He suggested increasing recreational rates.

Mayor Samra noted that they will be looking forward to seeing the numbers. He also mentioned that the City wants to be fair and support the general public in Livingston.

City Manager Ramirez noted that he would like the council to consider the possibility of increasing some of the Planning Commission fees. He mentioned that recreation and the planning department are two departments that are being subsidized by the general fund.

Mayor Samra noted that gas will increase six cents a gallon next week. He asked if the funds will be going directly to the cities.

City Manager Ramirez responded that the City has access to SB1 funding when it comes to regional projects, but the City will have to apply for funding. He stated that Measure V is the only measure that is direct and local.

Mayor Samra asked if local jurisdictions will be getting any of the funds if not has the City calculated it.

City Manager Ramirez responded that they will, but it will not be directly.

Mayor Samra asked what the total budget is.

City Manager Ramirez responded that the budget is about forty million. He explained to the City Council that the City can always have a mid-year budget review.

Council Member Aguilar thanked the staff for their hard work and mentioned the importance of getting the budget approved before July 1. He also thanked Mr. Bains for answering his questions regarding the fire budget.

DISCUSSION AND POTENTIAL ACTION ITEMS

2. Resolution of the City Council of the City of Livingston Adopting the Budget and Appropriating Revenue for Fiscal Year 2019/2020 and Setting the GANN Appropriation Limit for Fiscal Year 2019/2020.

City Manager Ramirez presented this item.

Mayor Samra asked if they can explain the appropriation limits to the council.

City Manager Ramirez explained that the GANN limit sets the amounts in which you can't go over. If more money is needed, it will have to go back to the council for approval.

Motion: M/S Aguilar/Baptista to adopt Resolution No. 2019-35, Adopting the Budget and Appropriating Revenue for Fiscal Year 2019/2020 and Setting the GANN Appropriation Limit for Fiscal Year 2019/2020. The motion carried 4-0-1 by the roll call vote:

AYES:	Council Members:	Baptista-Soto, Aguilar, Kang, and Samra
NOES:	Council Members:	None
ABSENT:	Council Members:	Garcia

ADJOURNMENT

The special meeting was adjourned by consensus at 6:35 p.m.

Deputy City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

The written meeting minutes reflect a summary of specific actions taken by the City Council. They do not necessarily reflect all of the comments or dialogue leading up to the action. All meetings are digitally recorded and are an official record of the meeting's proceedings. Digitally recorded verbatim minutes are available, upon request, and may be obtained at Livingston City Hall.

STAFF REPORT

AGENDA ITEM: Approval of Warrant Register dated June 26, 2019

MEETING DATE: July 2, 2019

PREPARED BY: Nancy Fuentes, Sr. Account Clerk

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Approve warrant register dated June 26, 2019

DISCUSSION:

In accordance with Section 37202 of the Government Code of the State of California there is presented here with a summary of the demands against the City of Livingston covering obligations to be paid during the period of:

June 18, 2019 – July 2, 2019

Each demand has been audited and I hereby certify to their accuracy and that there are sufficient funds for their payment as of this date.

**IT IS HEREBY RECOMMENDED THE CITY COUNCIL
APPROVE THE REGISTER OF DEMANDS AS FOLLOWS:**

GENERAL WARRANTS.....	\$	298,988.62	#93126-93234
PAYROLL WARRANTS.....	\$	176,226.78	#40354-41023
TOTAL WARRANTS.....	\$	475,215.40	

ATTACHMENTS:

Accounts payable checks by date, detail by check number register.

Accounts Payable

Checks by Date - Detail by Check Date

User: hbains
 Printed: 6/26/2019 12:28 PM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93126	ARREDONE 001	Maria Luz Arredondo 2019 Winner BB/SB Drawing	06/20/2019	1,000.00
Total for Check Number 93126:				1,000.00
93127	BANKCARD	Bank of America Business Card	06/20/2019	
	AC01	Pw crew hot weather hydration		15.14
	AC02	lunch for martha & adabel measure v		38.28
	AC03	Training waste water treatment exam review gra		249.99
	AC04	2019 april state water report		8.20
	AC05	Smoke Opacity Testing 24 test all departments		513.36
	AC05	Smoke Opacity Testing 24 test all departments		256.68
	AC05	Smoke Opacity Testing 24 test all departments		128.34
	AC05	Smoke Opacity Testing 24 test all departments		320.77
	AC05	Smoke Opacity Testing 24 test all departments		64.17
	AC05	Smoke Opacity Testing 24 test all departments		128.34
	AC05	Smoke Opacity Testing 24 test all departments		128.34
	DS01	Union Cleaning/ Captain soria		12.03
	DS02	Union Cleaning/ Captain soria		12.03
	DS03	Bay Area Toll		27.50
	DS04	External hard drive for detective		81.18
	DS05	Bicycle instructor course registration/ Godfrey		289.00
	DS06	Equipment Bike Maintenance for bike patrol		125.30
	DS07	Bike Patrol Equipment		597.49
	DS08	audio recording equipment		232.74
	DS09	laptop replacement charger		72.60
	DS10	sober grad bingo prizes		498.19
	HB01	Advertisement for PD		63.18
	HB02	Employee Luncheon		47.80
	HB03	CSMFO membership Fees		110.00
	HB04	Training for happy and martha		150.00
	HB05	Pearlie Merchant stay for pesticides spraying 13:		130.80
	HB06	Planning comm. name badge		15.00
	HB07	Refund for hotel stay Pearlie Merchant stay 1331		-168.30
	JB01	Color run school		20.00
	JB02	color run promo		30.00
	JB03	concession for youth BB/ SB		152.64
	JB04	Concessions Youth BB/ SB		311.66
	JB05	Color Run Kit Bags		64.35
	JB06	Concessions Youth BB/SB		270.82
	JB07	Baseball Softball sponsor plaques		233.60
	JB08	Swim Team-Online		299.00
	JB09	bb/sb concessions		325.78
	JB10	bb/sb concessions		134.70
	JB11	Color Run		10.88
	JB12	Color Run gallon water		97.68
	JB13	Color run supplies		26.94
	JB14	Concessions bb/sb youth		253.51
	JB15	Concessions bb/sb youth		421.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	JB16	Concessions bb/sb youth		37.92
	JB17	Concessions bb/sb youth		302.64
	JB18	Concessions bb/sb youth		37.92
	JB19	Music in the park promo		60.00
	JB20	credit card fees		25.00
	JR01	refund on travel		-268.63
	JR019	Meeting with Peter Gallo		62.33
	JR02	refund on travel		-268.63
	JR020	ICSC Conference		296.25
	JR021	ICSC Conference		223.00
	JR022	ICSC Conference		5.00
	JR023	ICSC Conference		21.62
	JR024	ICSC Conference		6.50
	JR025	ICSC Conference		25.88
	JR026	ICSC Conference		25.41
	JR027	ICSC Conference		34.66
	JR028	ICSC Conference		15.16
	JR029	ICSC Conference		12.38
	JR03	Sacramento Policy Summit		263.80
	JR030	ICSC Conference		23.04
	JR031	ICSC Conference		10.00
	JR032	ICSC Conference		30.14
	JR033	ICSC Conference		177.23
	JR034	ICSC Conference Gagandeep		119.04
	JR035	ICSC Conference		46.04
	JR036	ICSC Conference Garcia		119.04
	JR04	Admin Car Fuel		35.72
	JR05	Policy Summit Parking		35.00
	JR06	Greenlighting institute		41.62
	JR07	Orbitz		268.63
	JR08	Orbitz		268.63
	JR09	Merced County one voice trip		1,266.75
	JR10	washington D.C one voice trip		356.23
	JR11	washington D.C one voice trip		409.89
	JR12	ICSC Conference		560.09
	JR13	ICSC Conference		510.69
	JR14	ICSC Conference Gagandeep Kang		165.00
	JR15	ICSC Conference Raul Garcia		165.00
	JR16	ICSC Conference Raul Garcia		1,015.82
	JR17	bitwise Meeting		36.95
	JR18	Techinal review board meeting		269.06
	MA01	cake for employee appreciation luncheon		69.98
	MA02	supplies for city luncheon		4.29
	MA03	employee luncheon		117.31
	MA04	employee appreciation luncheon		196.58
	RC01	DUI Luncheon		75.00
	RC02	2020 Cal chiefs		1,300.00
	TA01	Amazon Prime		14.00
	TA02	safety vest amazon		139.50
	TA03	employee appreciation lunch fleet		79.90
	TA04	Postage fleet		25.50
	TA05	back flow prevention assembly tester certificatio		200.00
	TA06	2 heavy duty hose reel swivel		0.08
	TA06	2 heavy duty hose reel swivel		99.00
	TA06	2 heavy duty hose reel swivel		3.70
	TA06	2 heavy duty hose reel swivel		3.09
	TA06	2 heavy duty hose reel swivel		8.75
	TA06	2 heavy duty hose reel swivel		18.80
	TA06	2 heavy duty hose reel swivel		0.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	TA06	2 heavy duty hose reel swivel		1.00
	TA06	2 heavy duty hose reel swivel		13.11
	TA06	amazon prime		14.00
	TA06	2 heavy duty hose reel swivel		0.19
	TA06	2 heavy duty hose reel swivel		3.54
	TA06	2 heavy duty hose reel swivel		1.11
	TA06	2 heavy duty hose reel swivel		0.34
	TA06	2 heavy duty hose reel swivel		7.32
	TA06	2 heavy duty hose reel swivel		2.39
	TA06	2 heavy duty hose reel swivel		0.95
	TA06	2 heavy duty hose reel swivel		5.55
	TA06	2 heavy duty hose reel swivel		3.00
	TA06	2 heavy duty hose reel swivel		2.26
	TA06	2 heavy duty hose reel swivel		4.05
	TA06	2 heavy duty hose reel swivel		5.47
	TA06	2 heavy duty hose reel swivel		1.66
	TA06	2 heavy duty hose reel swivel		4.89
	TA06	2 heavy duty hose reel swivel		3.79
	TA06	2 heavy duty hose reel swivel		0.36
	TA06	2 heavy duty hose reel swivel		2.77
	TA06	2 heavy duty hose reel swivel		0.58
	TA07	1/2" tubing connector		25.65
	TA08	1/2" tubing connector		22.03
Total for Check Number 93127:				16,130.74
93128	FAMILYSU	California State	06/20/2019	
	Held 06/15/2019	200000000434371 & 200000001251470 PR End		512.76
	Held06/15/19	200000000470014/FIPS Code 0600099 PR Endi		1,484.30
	Held06152019	Case 0993764321-01 Mejia PR Ending 06/15/20		369.23
Total for Check Number 93128:				2,366.29
93129	GarciaRa 002	Raul Garcia Meal and Resort fee Reimbursement 06/27-07/0;	06/20/2019	
Total for Check Number 93129:				244.84
93130	mcfaddd 001	Clint McFadden Music in memorial on Monday performance Mcl	06/20/2019	
Total for Check Number 93130:				500.00
93131	pyro 001	Pyro Spectaculars Inc. deposit for 4th of July fireworks show	06/20/2019	
Total for Check Number 93131:				10,000.00
93132	LIVFARM	Valley Farm Supply Stores Inc.	06/20/2019	
	L101544	air freshner to AC office		6.43
	L101555	lil guys shade project		11.31
	L101566	key made for roll up door at max foster		4.29
	L101576	material for repairing hose		23.42
	L101582	hand soap for PW		10.75
	L101584	fluid mower repair band belts and pins		344.24
	L101638	fitting to make chlorine adapter		9.50
	OFF1L142984	Cutter pins for disc		2.76
	OFF1L155131	hedge trimmer		0.87
	OFF1L155131	hedge trimmer		7.08
	OFF1L155131	hedge trimmer		9.45
	OFF1L155131	hedge trimmer		48.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L155131	hedge trimmer		0.63
	OFF1L155131	hedge trimmer		9.68
	OFF1L155131	hedge trimmer		33.50
	OFF1L155131	hedge trimmer		0.20
	OFF1L155131	hedge trimmer		14.19
	OFF1L155131	hedge trimmer		0.49
	OFF1L155131	hedge trimmer		5.77
	OFF1L155131	hedge trimmer		2.56
	OFF1L155131	hedge trimmer		7.68
	OFF1L155131	hedge trimmer		18.71
	OFF1L155131	hedge trimmer		2.83
	OFF1L155131	hedge trimmer		0.91
	OFF1L155131	hedge trimmer		12.49
	OFF1L155131	hedge trimmer		2.43
	OFF1L155131	hedge trimmer		6.10
	OFF1L155131	hedge trimmer		9.05
	OFF1L155131	hedge trimmer		10.35
	OFF1L155131	hedge trimmer		1.48
	OFF1L155131	hedge trimmer		13.99
	OFF1L155131	hedge trimmer		22.33
	OFF1L155131	hedge trimmer		7.90
	OFF1L155131	hedge trimmer		4.25
	OFF1L155135	spray paint for play ground		4.94
	OFF1L155191	Hand sanitizer gel & pick up tool for trash		28.64
	OFF1L155217	spray for doors		4.85
	OFF1L155217	spray for doors		4.84
	OFF1L155245	PVC Pipe elbow couples		71.47
	OFF1L155249	bolts for baseball field pitching		10.72
	OFF1L155274	chain for safety		9.66
	OFF1L155275	trowel ergo handle		15.06
	OFF1L155338	new key for water wells		3.23
	OFF1L156647	blower repair		8.61
	OFF1L156648	vehicle wash rack shop		21.09
	OFF1L156774	vehicle hitch		6.45
	OFF1L157069	faucet replacement		86.19
	OFF1L157278	screw driver		6.45
	OFF1L157421	rope screw mount		123.21
	OFF1L157425	cable wire rope for repair		75.76
	OFF1L157458	extensions for repairs		30.08
	OFF1L157506	bolts for disc		3.44
	OFF1L157568	green pvc suction hose cam lock and hose clamp		149.71
	OFF1L157759	paint roller and brush		9.25
	OFF1L157947	jumper cable repair		17.69
	OFF1L158330	mouse glue traps		12.91
	OFF1L158446	wasp sprayer		8.62
	OFF1L158492	hose repair city bldgs		17.86
	OFF1L159339	connerctor switch pliers		120.38
	OFF1L159369	lock nut and bolt used for water meter		6.40
	OFF1L159533	bolt for repair shop		57.64
	OFF1L164538	2 Stihl chains		3.01
	OFF1L164538	2 Stihl chains		0.94
	OFF1L164538	2 Stihl chains		4.71
	OFF1L164538	2 Stihl chains		2.35
	OFF1L164538	2 Stihl chains		0.30
	OFF1L164538	2 Stihl chains		0.49
	OFF1L164538	2 Stihl chains		4.65
	OFF1L164538	2 Stihl chains		7.41
	OFF1L164538	2 Stihl chains		1.92
	OFF1L164538	2 Stihl chains		15.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L164538	2 Stihl chains		2.63
	OFF1L164538	2 Stihl chains		0.81
	OFF1L164538	2 Stihl chains		0.16
	OFF1L164538	2 Stihl chains		0.85
	OFF1L164538	2 Stihl chains		2.55
	OFF1L164538	2 Stihl chains		4.15
	OFF1L164538	2 Stihl chains		0.21
	OFF1L164538	2 Stihl chains		1.41
	OFF1L164538	2 Stihl chains		2.03
	OFF1L164538	2 Stihl chains		6.21
	OFF1L164538	2 Stihl chains		3.21
	OFF1L164538	2 Stihl chains		3.44
	OFF1L164538	2 Stihl chains		0.07
	OFF1L164538	2 Stihl chains		3.14
	OFF1L164538	2 Stihl chains		0.29
	OFF1L164538	2 Stihl chains		11.13
	OFF1L164736	air freshner to AC office		9.69
	OFF1L164824	Spray tip for backpack sprayer		7.30
	OFF1L164846	Lil guys shade		5.85
	OFF1L164869	coupling for water hose		5.11
	OFF1L164915	cement bags		68.87
	OFF1L164932	2 1/2 Pvc for well 13		3.45
	OFF1L164938	Nuts and belts for sweeper		16.46
	OFF1L164953	Nuts and belts for sweeper		10.79
	OFF1L164970	eye bolt		4.25
	OFF1L165042	tractor fluid		129.28
	OFF1L165115	oil mix pvc adapter		91.36
	OFF1L165200	storage hook to hang equipment		4.30
	OFF1L165220	Paint strainer streets		4.94
	OFF1L165258	supplies for pw		14.19
	OFF1L165291	material for repairing hose		0.69
	OFF1L165363	Little guys shade		3.25
	OFF1L165368	pvc slip coupling fred worken park		7.40
	OFF1L165370	adapter couple nipple for hose repair		12.24
	OFF1L165377	hose clamp for water hose		3.86
	OFF1L165498	Weed eater string sewer dept		48.17
	OFF1L165517	Replacement Cup for weed eater		22.85
	OFF1L165542	D ring hardend		13.20
	OFF1L165619	2 water collers for streets		25.84
	OFF1L165623	weed eater line for parks		43.10
	OFF1L165624	weed eater line for parks		16.42
	OFF1L165671	gas mask		21.54
	OFF1L165703	tractor 1 inch pins		10.10
	OFF1L165805	compressor improvements for shop		16.82
	OFF1L165832	tire machine repair		75.63
	OFF1L165936	Fuel cup for weed eater		15.49
	OFF1L166129	Marking paint for max foster parking circus		16.36
	OFF1L166138	Nozzle fpr sprinkler waste water		19.37
	OFF1L166212	Returned disc bearing DWWTP		-196.06
	OFF1L166213	Disc bearing DWWTP		92.56
	OFF1L166255	5 Gallon buckes for chlorine at Tank sites		10.75
	OFF1L166295	parts for Well 12		50.23
	OFF1L166310	caution tape		21.53
	OFF1L166388	caution tape		1.76
	OFF1L166474	Phone Cord for shop		47.36
	OFF1L166507	Anchor bolts for well wash station		12.05
	OFF1L166674	sigh and letters special project		3.76
	OFF1L166681	hooks and hangers for well 11		24.07
	OFF1L166712	Battery cable for tractor		29.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L166713	Oil mix for weed eater		90.27
	OFF1L166736	driver post reflected letters and marking equipm		40.77
	OFF1L166737	grinding wheels for grinder streets		9.25
	OFF1L166795	safety cable for trailers		0.09
	OFF1L166795	safety cable for trailers		0.25
	OFF1L166795	safety cable for trailers		0.42
	OFF1L166795	safety cable for trailers		0.06
	OFF1L166795	safety cable for trailers		0.24
	OFF1L166795	safety cable for trailers		4.76
	OFF1L166795	safety cable for trailers		1.39
	OFF1L166795	safety cable for trailers		0.94
	OFF1L166795	safety cable for trailers		0.60
	OFF1L166795	safety cable for trailers		1.24
	OFF1L166795	safety cable for trailers		3.32
	OFF1L166795	safety cable for trailers		0.76
	OFF1L166795	safety cable for trailers		0.05
	OFF1L166795	safety cable for trailers		0.02
	OFF1L166795	safety cable for trailers		0.78
	OFF1L166795	safety cable for trailers		0.57
	OFF1L166795	safety cable for trailers		1.03
	OFF1L166795	safety cable for trailers		0.28
	OFF1L166795	safety cable for trailers		2.20
	OFF1L166795	safety cable for trailers		0.90
	OFF1L166795	safety cable for trailers		1.41
	OFF1L166795	safety cable for trailers		1.85
	OFF1L166795	safety cable for trailers		0.09
	OFF1L166795	safety cable for trailers		0.70
	OFF1L166795	safety cable for trailers		0.96
	OFF1L166795	safety cable for trailers		0.15
	OFF1L166942	replacement got hand held blower		40.75
	OFF1L166953	Starter rope for blower		2.81
	OFF1L166971	tire tape for trees		2.05
	OFF1L166989	Pull rope for weed eater		2.97
	OFF1L167017	2 cycle oil for parks		23.66
	OFF1L167019	blower filter for LMD's		0.75
	OFF1L167019	blower filter for LMD's		0.15
	OFF1L167019	blower filter for LMD's		1.79
	OFF1L167019	blower filter for LMD's		0.14
	OFF1L167019	blower filter for LMD's		0.52
	OFF1L167019	blower filter for LMD's		0.03
	OFF1L167019	blower filter for LMD's		0.67
	OFF1L167019	blower filter for LMD's		0.41
	OFF1L167019	blower filter for LMD's		0.33
	OFF1L167019	blower filter for LMD's		0.46
	OFF1L167019	blower filter for LMD's		0.03
	OFF1L167019	blower filter for LMD's		0.75
	OFF1L167019	blower filter for LMD's		0.31
	OFF1L167019	blower filter for LMD's		1.00
	OFF1L167019	blower filter for LMD's		0.05
	OFF1L167019	blower filter for LMD's		0.50
	OFF1L167019	blower filter for LMD's		1.19
	OFF1L167019	blower filter for LMD's		0.55
	OFF1L167019	blower filter for LMD's		0.23
	OFF1L167019	blower filter for LMD's		0.08
	OFF1L167019	blower filter for LMD's		0.42
	OFF1L167019	blower filter for LMD's		2.56
	OFF1L167019	blower filter for LMD's		0.38
	OFF1L167019	blower filter for LMD's		0.05
	OFF1L167019	blower filter for LMD's		0.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L167019	blower filter for LMD's		0.13
	OFF1L167059	water pliers and caution tape		31.22
	OFF1L167087	1 case of oil mix monte cristo 2		159.31
	OFF2L138745	drip repair tape for out in field		10.76
	OFF2L138885	stickers and screws to mark gas		12.90
	OFF2L138997	spray rig repair		10.76
	OFF2L139039	Walboard kit		34.46
	OFF2L139195	wire rope clip		48.33
	OFF2L139303	bar oil windez for max foster		30.78
	OFF2L139397	battery charger repair shop		6.16
	OFF2L139908	bolt for repair shop		0.38
	OFF2L142373	bolt for meter repair		7.44
	OFF2L142639	stihl weed eater cover spare parts		92.80
	OFF2L142648	surface wash valve		12.30
	OFF2L142670	reducer bushing parts for well 8		7.61
	OFF2L142760	stihl trimmer xline		47.36
	OFF2L142770	new cartridges for respirators		29.89
	OFF2L142770	new cartridges for respirators		29.89
	OFF2L142783	tire machine repair		12.92
	OFF2L142795	stihl oil mix		3.76
	OFF2L142967	Disc Bearing parts DWWTP		196.06
	OFF2L142968	Elbow adapter flange parts fro well #11		73.61
	OFF2L143048	supplies need for pressure washer		5.66
	OFF2L143066	Phone Cord for shop		10.76
	OFF2L143084	dish soap for pw breakroom		10.75
	OFF2L143087	supplied for eyewash showe well 15		48.41
	OFF2L143110	light bar for new sewer truck		9.25
	OFF2L143125	keys for lil guys spray paint and mark lines		16.55
	OFF2L143214	grinding wheels for grinder		17.19
	OFF2L143348	water jugs		157.29
	OFF3L1013252	Chain sash		0.01
	OFF3L1013252	Chain sash		1.28
	OFF3L1013252	Chain sash		0.03
	OFF3L1013252	Chain sash		0.38
	OFF3L1013252	Chain sash		0.11
	OFF3L1013252	Chain sash		0.16
	OFF3L1013252	Chain sash		0.36
	OFF3L1013252	Chain sash		0.71
	OFF3L1013252	Chain sash		0.48
	OFF3L1013252	Chain sash		0.09
	OFF3L1013252	Chain sash		0.23
	OFF3L1013252	Chain sash		0.02
	OFF3L1013252	Chain sash		0.54
	OFF3L1013252	Chain sash		0.85
	OFF3L1013252	Chain sash		0.22
	OFF3L1013252	Chain sash		0.02
	OFF3L1013252	Chain sash		0.53
	OFF3L1013252	Chain sash		0.03
	OFF3L1013252	Chain sash		1.83
	OFF3L1013252	Chain sash		0.34
	OFF3L1013252	Chain sash		0.06
	OFF3L1013252	Chain sash		0.29
	OFF3L1013252	Chain sash		0.37
	OFF3L1013252	Chain sash		0.39
	OFF3L1013252	Chain sash		0.30
	OFFRL104288	Paint rollers & covers green curb		18.92
	OFFRL104452	drill bits		48.48
	OFFRL104476	tubing electrical materials for singh park		20.87
	OFFRL105078	wash ratchet buckets for washing truck		10.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFFRL105085	Goof off to remove stickers		12.42
Total for Check Number 93132:				4,017.54
Total for 6/20/2019:				34,259.41
93133	bradshaw June 2019	Chuck Bradshaw June 2019 Farmers Market Management	06/25/2019	1,252.30
Total for Check Number 93133:				1,252.30
93134	cityliv	City of Livingston c/o L & L Dist. Irrigation	06/25/2019	
	UB May 2019	May 2019 UB C. Villas		28.18
	UB May 2019	May 2019 UB Irrigation Winton Pkwy Island		80.43
	UB May 2019	May 2019 UB M. Cristo 2		80.43
	UB May 2019	May 2019 UB		355.88
	UB May 2019	May 2019 UB		1,041.44
	UB May 2019	May 2019 UB MemorialPark		1,374.47
	UB May 2019	May 2019 UB Parkside		266.91
	UB May 2019	May 2019 UB Public Works/Corp Yard		42.70
	UB May 2019	May 2019 UB Irrigation Peach/2nd Sewer Lift S		28.18
	UB May 2019	May 2019 UB		737.77
	UB May 2019	May 2019 UB Bridgeport		83.57
	UB May 2019	May 2019 UB		91.68
	UB May 2019	May 2019 UB M Cristo 2		138.09
	UB May 2019	May 2019 UB		873.38
	UB May 2019	May 2019 UB Fire Dept		28.18
	UB May 2019	May 2019 UB 420 Main St		169.12
	UB May 2019	May 2019 UB Council Chambers		72.02
	UB May 2019	May 2019 UB 620 Main St		224.44
	UB May 2019	May 2019 UB Bridgeport		80.43
	UB May 2019	May 2019 UB City Hall		124.42
	UB May 2019	May 2019 UB Lil Guys n Gals Field		72.02
	UB May 2019	May 2019 UB Don Meyer Park		104.16
	UB May 2019	May 2019 UB City Hall		29.95
	UB May 2019	May 2019 UB		89.07
	UB May 2019	May 2019 UB Robin Ave		784.15
	UB May 2019	May 2019 UB		994.94
	UB May 2019	May 2019 UB Narada Sewer Lift Station		28.18
	UB May 2019	May 2019 UB La Tierra		242.50
	UB May 2019	May 2019 UB		44.56
	UB May 2019	May 2019 UB Max Foster Park		1,854.85
	UB May 2019	May 2019 UB		433.47
	UB May 2019	May 2019 UB Child Care Center		230.65
	UB May 2019	May 2019 UB		533.48
	UB May 2019	May 2019 UB Fred Wordon Park		168.13
	UB May 2019	May 2019 UB Singh Park		279.43
	UB May 2019	May 2019 UB Bridgeport		92.56
	UB May 2019	May 2019 UB Police Dept		192.81
	UB May 2019	May 2019 UB M Cristo		92.56
	UB May 2019	May 2019 UB Lucero Park		547.86
	UB May 2019	May 2019 UB		896.19
	UB May 2019	May 2019 UB Public Works/Corp Yard		42.70
	UB May 2019	May 2019 UB Bridgeport		80.43
	UB May 2019	May 2019 UB		166.61
	UB May 2019	May 2019 UB City Hall		29.95
	UB May 2019	May 2019 UB Vintage West		50.27
	UB May 2019	May 2019 UB City Hall		46.08
	UB May 2019	May 2019 UB		319.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	UB May 2019	May 2019 UB Arkalian Park		1,404.33
	UB May 2019	May 2019 UB M Cristo		28.18
	UB May 2019	May 2019 UB Bridgeport		92.56
	UB May 2019	May 2019 UB		546.07
	UB May 2019	May 2019 UB C. Villas		28.18
	UB May 2019	May 2019 UB		265.55
	UB May 2019	May 2019 UB Joseph Gallo Park		387.47
	UB May 2019	May 2019 UB Lil Guys Park		378.52
	UB May 2019	May 2019 UB		461.61
	UB May 2019	May 2019 UB Public Works/Corp Yard		43.99
	UB May 2019	May 2019 UB		33.81
	UB May 2019	May 2019 UB		367.02
	UB May 2019	May 2019 UB		46.45
	UB May 2019	May 2019 UB Museum		72.02
			Total for Check Number 93134:	18,524.69
93135	JIMEJUAN Deposit	Juan Johnathan Jimenez Artist Deposit for 4th of July Event	06/25/2019	1,000.00
			Total for Check Number 93135:	1,000.00
			Total for 6/25/2019:	20,776.99
93136	A&APORTA 1-749518 1-749568 1-749569 1-749621	A & A Portables Inc. Fred Worden portables 5/1/19-5/28/19 Lucero Park portables 5/1/19-5/28/19 Don Meyer Park portables 5/2/19-5/29/19 Court Park portables 5/1/19-5/29/19	07/02/2019	171.23 328.21 328.21 271.01
			Total for Check Number 93136:	1,098.66
93137	AandP Job#10690	A and P Construction Reimb. for Building Permits for Perlie Project	07/02/2019	941.93
			Total for Check Number 93137:	941.93
93138	abs 119294 119294 119294	ABS Direct, Inc. delinquent notices for June 2019 delinquent notices for June 2019 delinquent notices for June 2019	07/02/2019	40.57 40.57 40.57
			Total for Check Number 93138:	121.71
93139	acepipe 97323	Ace Pipe & Steel Larger than life art district	07/02/2019	505.56
			Total for Check Number 93139:	505.56
93140	AGUiD park dep refund	Diana Aguilar park dep refund 06152019	07/02/2019	150.00
			Total for Check Number 93140:	150.00
93141	allstarf 216237	Allstar Fire Equipment Inc. foam for engine/fire	07/02/2019	1,131.38
			Total for Check Number 93141:	1,131.38
93142	AFAFLEX	American Fidelity Assurance Company	07/02/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93148:	150.00
93149	BSK	BSK Associates	07/02/2019	
	A912771	Quanti tray 2000 total Coliform and E. Coli		150.00
	A912773	Quanti tray 2000 total Coliform and E. Coli		75.00
	A914915	Arsenic, CA DWT ICPMS		80.00
	A915471	Quanti tray 2000 total Coliform & E. Coli, samp		150.00
	A915472	Quanti-tray 2000 total coliform & E.Coli, sampl		250.00
	A915568	Arsenic, CA DWICPMS		120.00
	A915854	Quanti tray 2000 total Coliform and E Coli		150.00
			Total for Check Number 93149:	975.00
93150	Cal Farm	Cal Farm Services	07/02/2019	
	26112	pulleys and belts for Mark mowers/LMD		11.24
	26112	pulleys and belts for Mark mowers/LMD		26.60
	26112	pulleys and belts for Mark mowers/LMD		11.51
	26112	pulleys and belts for Mark mowers/LMD		39.85
	26112	pulleys and belts for Mark mowers/LMD		10.77
	26112	pulleys and belts for Mark mowers/LMD		6.86
	26112	pulleys and belts for Mark mowers/LMD		16.64
	26112	pulleys and belts for Mark mowers/LMD		1.76
	26112	pulleys and belts for Mark mowers/LMD		16.88
	26112	pulleys and belts for Mark mowers/LMD		0.24
	26112	pulleys and belts for Mark mowers/LMD		3.36
	26112	pulleys and belts for Mark mowers/LMD		1.03
	26112	pulleys and belts for Mark mowers/LMD		14.85
	26112	pulleys and belts for Mark mowers/LMD		0.58
	26112	pulleys and belts for Mark mowers/LMD		8.42
	26112	pulleys and belts for Mark mowers/LMD		1.09
	26112	pulleys and belts for Mark mowers/LMD		12.31
	26112	pulleys and belts for Mark mowers/LMD		0.75
	26112	pulleys and belts for Mark mowers/LMD		3.04
	26112	pulleys and belts for Mark mowers/LMD		9.40
	26112	pulleys and belts for Mark mowers/LMD		7.25
	26112	pulleys and belts for Mark mowers/LMD		2.89
	26112	pulleys and belts for Mark mowers/LMD		57.13
	26112	pulleys and belts for Mark mowers/LMD		9.13
	26112	pulleys and belts for Mark mowers/LMD		5.05
	26112	pulleys and belts for Mark mowers/LMD		22.25
			Total for Check Number 93150:	300.88
93151	CALAVERA	Calaveras Materials Inc.	07/02/2019	
	2002737	HotMix for City Hall Back Parking Lot		588.31
	2004201	Hammatt & F St		736.11
	2004201	repair F & Hammatt Intersection		736.11
	2013123	Hammatt & Balmoral/Olds & Olive		584.33
			Total for Check Number 93151:	2,644.86
93152	CALTRAFF	Cal-Traffic	07/02/2019	
	19425	parking signs (veteran's)		66.65
			Total for Check Number 93152:	66.65
93153	charter	Charter Communications	07/02/2019	
	0085239060119	PD TV and internet		169.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93153:	169.20
93154	CISN	Monica Cisneros mileage reimb/parking - Cisneros 06/06/19 - 06/1	07/02/2019	77.77
			Total for Check Number 93154:	77.77
93155	collinss Planning May-19	Collins & Schoettler Planning Consultants, Planning Consulting May 2019	07/02/2019	10,225.00
			Total for Check Number 93155:	10,225.00
93156	wc3 219-05-073-01 219-05-073-06 219-05-073-E360	West Coast Code Consultants, Inc. Building Dept May 2019 Services Plan Review May 2019 Services eProcess 360 May 2019	07/02/2019	20,105.00 4,103.52 800.00
			Total for Check Number 93156:	25,008.52
93157	corelogi 81965833 81965833 81965833	CoreLogic Information Solution Geographic Package - Dec 2018 Geographic Package - Dec 2018 Geographic Package - Dec 2018	07/02/2019	66.67 66.66 66.67
			Total for Check Number 93157:	200.00
93158	CSG Cons 25161	CSG Consultants, Inc. Code Enforcement Services May 2019	07/02/2019	3,150.00
			Total for Check Number 93158:	3,150.00
93159	dept of 000013126687 376986	Department of Justice DOJ Connection Livescan	07/02/2019	443.02 450.00
			Total for Check Number 93159:	893.02
93160	DONS ITUR342752	Don's Mobile Glass street Dept. windshield repair	07/02/2019	35.00
			Total for Check Number 93160:	35.00
93161	ELITEUNI 6M76	ELITE UNIFORM Retro Patch Project - Police	07/02/2019	12.00
			Total for Check Number 93161:	12.00
93162	SANJOAQ 249442 249778 250036 250036 250036 250036	Ernest Packaging Solutions Bleach & Lysol for cleaning at parks 4 cases of disinfect cleaner/ parks can liner, bath tissue, can cleamer for all depts can liner, bath tissue, can cleamer for all depts can liner, bath tissue, can cleamer for all depts can liner, bath tissue, can cleamer for all depts	07/02/2019	209.60 72.41 210.49 210.49 210.47 210.49
			Total for Check Number 93162:	1,123.95
93163	UB*01832	REBECA ESCOBAR-GALLARDO Refund Check 109848-000, 1043 FIFTH STREI Refund Check 109848-000, 1043 FIFTH STREI Refund Check 109848-000, 1043 FIFTH STREI	07/02/2019	15.84 7.55 13.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93163:	37.35
93164	EZAUTO 319370	EZ Auto Supply - Napa Vehicle O & M	07/02/2019	7.39
	319370	Vehicle O & M		7.37
	319370	Vehicle O & M		7.37
	319370	Vehicle O & M		7.37
	319370	Vehicle O & M		7.37
	319370	Vehicle O & M		7.37
	319370	Vehicle O & M		7.37
	319370	Vehicle O & M		7.37
			Total for Check Number 93164:	58.98
93165	FARWEST 93291	Far West Laboratories Inc. 2018 Consumer Confidence Report	07/02/2019	188.00
	93291	2018 Consumer Confidence Report		47.00
			Total for Check Number 93165:	235.00
93166	FergMode 1467333	Ferguson Waterworks parts for hydrant @ Emerald Textiles	07/02/2019	6,058.26
	1467349	wrench and CVR hook/wtr		126.70
			Total for Check Number 93166:	6,184.96
93167	fineline 142	Fineline Striping Double Yellow Striping from "F Street-Robin to	07/02/2019	9,800.00
			Total for Check Number 93167:	9,800.00
93168	NEWACCES 117841603	First Communications, LLC Fire Dept Long Distance 5/13 to 6/12	07/02/2019	20.79
			Total for Check Number 93168:	20.79
93169	frontie2 2315Z005S3	Frontier Communications Corp Frontier Co Radio Communication Fees - police	07/02/2019	151.32
			Total for Check Number 93169:	151.32
93170	GARZA 88697	Garza Tire & Wheel Inc. Mower tire Parks & LMD	07/02/2019	1.56
	88697	Mower tire Parks & LMD		0.64
	88697	Mower tire Parks & LMD		0.81
	88697	Mower tire Parks & LMD		4.01
	88697	Mower tire Parks & LMD		0.79
	88697	Mower tire Parks & LMD		1.19
	88697	Mower tire Parks & LMD		1.04
	88697	Mower tire Parks & LMD		0.02
	88697	Mower tire Parks & LMD		0.86
	88697	Mower tire Parks & LMD		0.07
	88697	Mower tire Parks & LMD		0.59
	88697	Mower tire Parks & LMD		0.04
	88697	Mower tire Parks & LMD		0.05
	88697	Mower tire Parks & LMD		0.24
	88697	Mower tire Parks & LMD		0.08
	88697	Mower tire Parks & LMD		0.12
	88697	Mower tire Parks & LMD		0.21
	88697	Mower tire Parks & LMD		21.12
	88697	Mower tire Parks & LMD		0.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
88697		Mower tire Parks & LMD		0.51
88697		Mower tire Parks & LMD		0.66
88697		Mower tire Parks & LMD		2.80
88697		Mower tire Parks & LMD		0.20
88697		Mower tire Parks & LMD		0.76
88697		Mower tire Parks & LMD		0.35
88697		Mower tire Parks & LMD		1.87
88697		Mower tire Parks & LMD		1.17
88948		All dept. vehicle O & M tires for trailer		19.90
88948		All dept. vehicle O & M tires for trailer		5.88
88948		All dept. vehicle O & M tires for trailer		3.75
88948		All dept. vehicle O & M tires for trailer		9.27
88948		All dept. vehicle O & M tires for trailer		0.26
88948		All dept. vehicle O & M tires for trailer		5.80
88948		All dept. vehicle O & M tires for trailer		104.83
88948		All dept. vehicle O & M tires for trailer		0.20
88948		All dept. vehicle O & M tires for trailer		1.06
88948		All dept. vehicle O & M tires for trailer		3.18
88948		All dept. vehicle O & M tires for trailer		7.75
88948		All dept. vehicle O & M tires for trailer		3.92
88948		All dept. vehicle O & M tires for trailer		104.83
88948		All dept. vehicle O & M tires for trailer		2.94
88948		All dept. vehicle O & M tires for trailer		2.53
88948		All dept. vehicle O & M tires for trailer		4.01
88948		All dept. vehicle O & M tires for trailer		1.76
88948		All dept. vehicle O & M tires for trailer		1.01
88948		All dept. vehicle O & M tires for trailer		2.39
88948		All dept. vehicle O & M tires for trailer		0.08
88948		All dept. vehicle O & M tires for trailer		0.61
88948		All dept. vehicle O & M tires for trailer		1.17
88948		All dept. vehicle O & M tires for trailer		0.38
88948		All dept. vehicle O & M tires for trailer		4.29
88948		All dept. vehicle O & M tires for trailer		104.83
88948		All dept. vehicle O & M tires for trailer		3.28
88948		All dept. vehicle O & M tires for trailer		5.18
88948		All dept. vehicle O & M tires for trailer		0.36
88948		All dept. vehicle O & M tires for trailer		13.88
88948		All dept. vehicle O & M tires for trailer		104.83
88950		LMD tire repair, replace new tube Equipment O		0.78
88950		LMD tire repair, replace new tube Equipment O		2.84
88950		LMD tire repair, replace new tube Equipment O		1.81
88950		LMD tire repair, replace new tube Equipment O		1.23
88950		LMD tire repair, replace new tube Equipment O		0.03
88950		LMD tire repair, replace new tube Equipment O		0.54
88950		LMD tire repair, replace new tube Equipment O		1.32
88950		LMD tire repair, replace new tube Equipment O		0.36
88950		LMD tire repair, replace new tube Equipment O		1.15
88950		LMD tire repair, replace new tube Equipment O		0.11
88950		LMD tire repair, replace new tube Equipment O		1.20
88950		LMD tire repair, replace new tube Equipment O		0.12
88950		LMD tire repair, replace new tube Equipment O		6.12
88950		LMD tire repair, replace new tube Equipment O		0.90
88950		LMD tire repair, replace new tube Equipment O		0.33
88950		LMD tire repair, replace new tube Equipment O		0.98
88950		LMD tire repair, replace new tube Equipment O		1.78
88950		LMD tire repair, replace new tube Equipment O		0.06
88950		LMD tire repair, replace new tube Equipment O		2.38
88950		LMD tire repair, replace new tube Equipment O		0.19
88950		LMD tire repair, replace new tube Equipment O		0.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	88950	LMD tire repair, replace new tube Equipment O		1.59
	88950	LMD tire repair, replace new tube Equipment O		0.31
	88950	LMD tire repair, replace new tube Equipment O		0.08
	88950	LMD tire repair, replace new tube Equipment O		4.27
	88950	LMD tire repair, replace new tube Equipment O		1.01
Total for Check Number 93170:				598.63
93171	GILTON 3700084 370008500006 370008500009 822979	Gilton Solid Waste DWWTP Dirt and leaf pickup and box rental DWWTP trash pickup and box rental Corp Yard trash pick up and box rental Green Waste Winewood 14960	07/02/2019	10,060.01 2,961.45 625.85 1,415.60
Total for Check Number 93171:				15,062.91
93172	GLOBALEQ 114238631 114319920 114382076 114382076 114382076 114382076 114382076	Global Equipment Company Inc. Absorbent Socks, Hazmat Absorbent Booms, Hazmat Absorbent Boons, Hazmat Roundabout 8x10 absorbent boom for street Roundabout 8x10 absorbent boom for street Roundabout 8x10 absorbent boom for street	07/02/2019	64.57 1,217.85 161.80 53.80 53.80 54.20
Total for Check Number 93172:				1,606.02
93173	hach 11491239	Hach Company A5950 AWRS, 24 Hour Composite Sampler for	07/02/2019	7,965.84
Total for Check Number 93173:				7,965.84
93174	HALP 1	Halpin Diversion Compliance MCR/MOR indentification of locations	07/02/2019	850.00
Total for Check Number 93174:				850.00
93175	hdl 0031534-IN	Hdl Coren & Cone Contract Services Sales Tax 2nd Qtr	07/02/2019	980.20
Total for Check Number 93175:				980.20
93176	hedron 1830-01	Hedron Architectural Services - LFA Bldgs	07/02/2019	4,685.34
Total for Check Number 93176:				4,685.34
93177	hernanj park dep refnd	Jose Hernandez park rental dep refnd 060819	07/02/2019	150.00
Total for Check Number 93177:				150.00
93178	hillumbr 353411 356386	Hilmar Lumber misc fittings - wtr Equipment for Engine - Fire	07/02/2019	2.78 377.11
Total for Check Number 93178:				379.89
93179	HITECH 164305	Hi-Tech Emergency Vehicle Serv Foam Unit for Eng. 96E1	07/02/2019	9,891.70
Total for Check Number 93179:				9,891.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93180	HOFFMAN 429030 429031 429100	Hoffman Security, Inc. Concession Stand Panel Battery Security Lease Concession Stand Security Lease 5/24 - 8/31 Child Care Service Call and Labor Service	07/02/2019	32.33 39.20 142.50
			Total for Check Number 93180:	214.03
93181	HOMEDP M/C	Home Depot Credit Services material for engine 696/fire	07/02/2019	1,265.64
			Total for Check Number 93181:	1,265.64
93182	IEH 144679	IEH Laboratories Well samples/lab tests Well 7	07/02/2019	336.00
			Total for Check Number 93182:	336.00
93183	IMAGE 138274	Image Uniforms Reserve Uniform - Erickson	07/02/2019	477.84
			Total for Check Number 93183:	477.84
93184	jlanal 468216 469307	J L Analytical Services Inc. Lab testing DWWTP Lab testing DWWTP	07/02/2019	259.00 129.50
			Total for Check Number 93184:	388.50
93185	JIMM	Melissa Jimenze park dep refund 06022019	07/02/2019	150.00
			Total for Check Number 93185:	150.00
93186	JIMEJUAN	Juan Johnathan Jimenez 4th of July Entertainment 07/06/2019	07/02/2019	2,000.00
			Total for Check Number 93186:	2,000.00
93187	kamps 27428	Kamps Propane 33lb cyclinder	07/02/2019	6.47
			Total for Check Number 93187:	6.47
93188	HKaur TotClass	Hardeep Kaur Refund for Parent Tot Class Cancelled	07/02/2019	60.00
			Total for Check Number 93188:	60.00
93189	LNCURTIS 490682	L.N. Curtis and sons Fire Truck Accessories	07/02/2019	688.75
			Total for Check Number 93189:	688.75
93190	LAFCO 2018/2019	LAFCO of Merced County LAFCO Operating Fee FY 2018/2019	07/02/2019	3,253.83
			Total for Check Number 93190:	3,253.83
93191	Land park dep refnd	Kim Land park dep refnd 061519	07/02/2019	150.00
			Total for Check Number 93191:	150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93192	language 4564888	Language Line Services translation services/PD	07/02/2019	267.90
			Total for Check Number 93192:	267.90
93193	TRUEVAL B671508 C188031 C188151 C18845 C188652 C188690	Livingston True Value power cord/fire Lil Guys keys air hose repair/shop taping hardware for museum paint mix and rollers Credit Memo Recreation	07/02/2019	18.59 8.58 22.99 40.91 27.44 -1.62
			Total for Check Number 93193:	116.89
93194	UB*01831	LUCILA MATIAS Refund Check 109873-000, 1310 F STREET Refund Check 109873-000, 1310 F STREET Refund Check 109873-000, 1310 F STREET	07/02/2019	106.06 93.43 50.51
			Total for Check Number 93194:	250.00
93195	merctfir OP2019-0159 OP2019-0159(2)	Merced County Fire Department Operational Permit 4th of July Event Fire Dept Permit Fee/Inspection/Standby Fee	07/02/2019	230.00 508.00
			Total for Check Number 93195:	738.00
93196	MID	Merced Irrigation District	07/02/2019	
	01173 0519	Peach Ave Tennis Courts 04/30/19-05/23/2019		50.82
	01173 0519	B St & Winton Pwky Traffic signal 04/30/19-05		96.92
	01173 0519	Peach Ave Traffic Signal 04/30/19-05/23/2019		75.19
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		1,296.50
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		170.48
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		478.93
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		142.79
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		165.84
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		116.58
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		181.70
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		319.29
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		1,062.61
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		8,104.49
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		456.78
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		200.59
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		130.11
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		1,456.89
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		380.33
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		197.05
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		8,801.05
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		1,200.92
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		4,010.61
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		9,397.40
	070 0519	MID Electric Service 1 04/30/19-05/23/2019		64.36
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		127.90
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		32.18
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		16.09
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		32.18
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		127.90
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		10.72
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		66.12
	1173 0519	Street Lights Services for 04/30/19-05/23/2019		32.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	17.05
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	170.85
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	115.13
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	139.44
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	33.06
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	158.57
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	76.74
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	11.11
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	6.14
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	10.72
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	206.19
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	17.05
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	17.05
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	217.61
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	133.57
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	32.18
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	1,656.70
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	142.13
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	30.67
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	235.62
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	35.46
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	8.52
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	16.09
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	93.99
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	66.12
	1173 0519	Street Lights Services for	04/30/19-05/23/2019	44.47
	70 0519	Somerset Irrig	04/30/19-05/23/2019	49.84
Total for Check Number 93196:				42,745.57
93197	mersun 05082019	Merced Sun-Star Water/Wastewater Oper I Job Posting	07/02/2019	397.70
Total for Check Number 93197:				397.70
93198	metrouni 193239	Metrouniform of Merced Bike Patrol Uniform/PD	07/02/2019	215.94
Total for Check Number 93198:				215.94
93199	meyers legal svc legal svc legal svc	Meyers Nave city attorney services/Admn city attorney services/Council city attorney services/PD	07/02/2019	7,518.46 1,869.25 216.75
Total for Check Number 93199:				9,604.46
93200	midvalle 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587 20200587	Mid Valley IT Sundance Monthly IT Service for the Month Parkside-Forecast Monthly IT Service for the M CFD Monthly IT Services for the Month Planning Monthly IT Services for the Month Vinewood Estates II Monthly IT Serv. for the M Parkside Forecast Monthly IT Service for the M Almond Glen Monthly IT Service for the Month South Residential Monthly IT Service for the M Adm Monthly IT Services for the Month Country Lane I Monthly IT Service for the Mont North Residential Monthly IT Service for the M Harvest Manor Monthly IT Service for the Mont North Commercial Monthly IT Service for the M	07/02/2019	4.06 2.42 316.85 217.62 0.32 7.29 1.31 7.19 508.56 4.65 3.95 2.18 3.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20200587	Bridgeport Village Monthly IT Service for the M		6.42
	20200587	Country Roads Monthly IT Services for the Mon		0.39
	20200587	Vintage West B Monthly IT Service for the Mon		1.24
	20200587	Vinewood Estates Monthly IT Service for the M		1.25
	20200587	Central Residential Monthly IT Serv. for the Mo		5.32
	20200587	Parks Monthly IT Services for the Month		51.04
	20200587	Rec Monthly IT Services for the Month		507.77
	20200587	Country Glen Monthly IT Services for the Montl		0.21
	20200587	Kensington Pk S. Monthly IT Serv. for the Mo.		0.09
	20200587	Monte Cristo II Monthly IT Service for the Mont		2.96
	20200587	Davante Villas Monthly IT Service for the Montl		2.03
	20200587	Kensington Park S Monthly IT Service for the M		0.76
	20200587	Country Lane II Monthly IT Service for the Mon		24.68
	20200587	Garbage Monthly IT Services for the Month		366.84
	20200587	Monte Cristo Monthly IT Service for the Month		1.45
	20200587	Country Lance II Monthly IT Service for the Mo		2.08
	20200587	Monte Cristo 2Monthly IT Services for the Mont		0.85
	20200587	Vintage West Monthly IT Service for the Month		4.86
	20200587	La Tierra Monthly IT Service for the Month		9.61
	20200587	Downtown Commercial Monthly IT Serv for the		0.25
	20200587	Somerset Monthly IT Service for the Month		11.48
	20200587	Vintage West A Monthly IT Services for the Mon		0.21
	20200587	Devante Villas Monthly IT Service for the Montl		17.22
	20200587	Sundance IV Monthly IT Service for the Month		1.27
	20200587	Country Glen Monthly IT Service for the Month		0.45
	20200587	Strawberry Fields Monthly IT Service for the M		0.47
	20200587	South Commercial Monthly IT Service for the M		0.11
	20200587	Bridgeport Vill. Monthly IT Service for the Mo.		1.07
	20200587	Sewer Monthly IT Services for the Month		318.92
	20200587	Country Roads Monthly IT Service for the Mont		3.13
	20200587	Strawberry Field Monthly IT Service for the Mo.		0.08
	20200587	Sundance IV Monthly IT Service for the Month		4.97
	20200587	Vinewood Est. II Monthly IT Service for the Mo		0.11
	20200587	Country Lane I Monthly IT Service for the Mont		0.74
	20200587	La Tierra Monthly IT Service for the Month		1.01
	20200587	Vinewood Est. Monthly IT Service for the Montl		0.62
	20200587	Sundance Monthly IT Service for the Month		2.31
	20200587	Bldg Monthly IT Services for the Month		414.51
	20200587	Water Monthly IT Services for the Month		937.22
	20200587	Monte Cristo Monthly IT Services for the Month		0.83
	20200587	Somerset Monthly IT Service for the Month		1.71
	20200587	Police Monthly IT Services for the Month		3,005.24
	20200587	Elec Official Monthly IT Services for the Month		706.18
			Total for Check Number 93200:	7,500.00
93201	MISSION	Mission Linen Supply	07/02/2019	
	510030712	Uniform Service		16.59
	510030712	Uniform Service		27.49
	510030712	Uniform Service		0.53
	510030712	Uniform Service		8.74
	510030712	Uniform Service		16.51
	510030712	Uniform Service		3.96
	510030712	Uniform Service		79.34
	510030712	Uniform Service		11.72
	510030713	janitorial supplies		3.78
	510030713	janitorial supplies		20.62
	510030713	janitorial supplies		20.60
	510030713	janitorial supplies		20.60
	510030713	janitorial supplies		1.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	510030713	janitorial supplies		1.51
	510030713	janitorial supplies		0.77
	510030713	janitorial supplies		3.94
	510042901	Uniform - DelToro		1.51
	510042901	Uniform - DelToro		4.79
	510042901	Uniform - DelToro		0.53
	510042901	Uniform - DelToro		3.68
	510082808	uniform service		27.89
	510082808	uniform service		16.51
	510082808	uniform service		8.74
	510082808	uniform service		16.79
	510082808	uniform service		27.15
	510082808	uniform service		15.12
	510082808	uniform service		3.96
	510082808	uniform service		0.53
	510082809	janitorial supplies		0.77
	510082809	janitorial supplies		3.78
	510082809	janitorial supplies		20.62
	510082809	janitorial supplies		1.51
	510082809	janitorial supplies		20.60
	510082809	janitorial supplies		20.60
	510082809	janitorial supplies		3.94
	510082809	janitorial supplies		1.51
	510082813	Fire Dept Mop & Mat Services 6/12/19		79.52
	510082815	Police Dept Mop & Mat Services 6/12/19		74.23
	510131200	Senior Center Mop & Mat Services 6/19/19		23.18
			Total for Check Number 93201:	615.67
93202	MODERN 73363	Modern Air Inc. Server Room Air Conditioner Repair - police	07/02/2019	99.00
			Total for Check Number 93202:	99.00
93203	munimain 0138240-IN 0138424-IN 0138424-IN 0138628-IN	Municipal Maintenance Equip. Boom Cyclinder, joy stick operator Boom lift cylinder & Fitting Adapter Boom lift cylinder & Fitting Adapter parts for sweeper - PW	07/02/2019	665.95 36.21 327.66 169.25
			Total for Check Number 93203:	1,199.07
93204	N&S IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615 IT91615	N & S Tractor Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW Seal oil/Circlip - PW	07/02/2019	0.50 0.06 1.58 3.39 0.54 0.99 0.56 0.68 2.36 1.32 0.88 0.64 0.20 0.10 0.18 0.73 0.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	IT91615	Seal oil/Circlip - PW		0.06
	IT91615	Seal oil/Circlip - PW		0.17
	IT91615	Seal oil/Circlip - PW		0.04
	IT91615	Seal oil/Circlip - PW		17.83
	IT91615	Seal oil/Circlip - PW		0.43
	IT91615	Seal oil/Circlip - PW		0.30
	IT91615	Seal oil/Circlip - PW		1.00
	IT91615	Seal oil/Circlip - PW		0.41
	IT91615	Seal oil/Circlip - PW		0.03
	IT91615	Seal oil/Circlip - PW		0.01
			Total for Check Number 93204:	35.66
93205	NEXTEL	Nextel Communications	07/02/2019	
	898215431-163	phone services May 2019/admn		21.86
	898215431-163	phone services May 2019/wtr		5.59
	898215431-163	phone services May 2019/parks		56.31
	898215431-163	phone services May 2019/doms		50.29
	898215431-163	phone services May 2019/Rec		153.18
			Total for Check Number 93205:	287.23
93206	NORT	Northstar Chemical	07/02/2019	
	146456	sodium Hypochlorite		91.50
	146457	sodium Hypochlorite		304.99
	146458	sodium Hypochlorite		528.65
	146459	sodium Hypochlorite		243.99
	146462	sodium Hypochlorite		579.49
	146464	sodium Hypochlorite		223.66
	146465	sodium Hypochlorite		264.33
			Total for Check Number 93206:	2,236.61
93207	Officede	Office Depot	07/02/2019	
	3253658/54001	office supplies/wtr		22.97
	3253658/54001	office supplies/doms		22.96
	325366060001	office supplies/PW		3.22
	325669893001	Admin Office Supplies		79.85
	326057283001	paper plates for breakroom		11.31
	326057283001	paper plates for breakroom		11.31
	326238898001	Admin Office Supplies		7.83
	326239204001	Admin Office Supplies		9.45
	328179767001	office supplies/bldg		37.70
	328180419001	office supplies/PL		17.92
			Total for Check Number 93207:	224.52
93208	oreillya	O'Reilly Automotive Store Inc.	07/02/2019	
	3654-287026	starter mower/pw		161.63
	3654-290269	auto repairs/pd		19.37
	3654-290771	auto supplies/parks		78.75
	3654-290887	sweeper parts - st		8.22
	3654-291259	oxygen sensor		48.00
	3654-291411	tune up wire and spark plugs.PD		96.95
	3654-291892	electrical grease		7.00
	3654-291892	electrical grease		6.99
	3654-291892	electrical grease		7.00
	3654-291892	electrical grease		7.00
	3654-291897	Veh O & M Eng 969/fire		10.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93212:	150.00
93213	ramire	Alvaro Ramirez June 2019 Karate	07/02/2019	354.00
			Total for Check Number 93213:	354.00
93214	IKONFIN 102164312 102164312 102164312	Ricoh USA Inc. PW Contract Lease 5/12/19-06/11/19 PW Contract Lease 5/12/19-06/11/19 PW Contract Lease 5/12/19-06/11/19	07/02/2019	376.61 100.42 25.11
			Total for Check Number 93214:	502.14
93215	Rogue 62374 62374 62374	Rogue 3 Tier Universal Storage System 2.0 DB/DB/KB MLite/Infinity Horizontal Mount Single Bar Hol Rogue 5- 50lbs Dumbell Set	07/02/2019	624.41 104.40 1,069.67
			Total for Check Number 93215:	1,798.48
93216	ROMORIC	Ricardo Romo Dance Permit Deposit - 06/08/19	07/02/2019	250.00
			Total for Check Number 93216:	250.00
93217	ROTH 617334	Lola or Jason Roth park rental 06/15/19 dep refnd	07/02/2019	150.00
			Total for Check Number 93217:	150.00
93218	S&A 119399	S & A Manufacturing tank site service call	07/02/2019	85.00
			Total for Check Number 93218:	85.00
93219	saenz 7944	Saenz Pest Control Inc. Child Care Center pest control	07/02/2019	125.00
			Total for Check Number 93219:	125.00
93220	safeguar 033375485 033375485 033375485 033375485 033472945 033537230	Safeguard Business Systems Inc City Envelopes with Logo City Envelopes with Logo City Envelopes with Logo City Envelopes with Logo City Envelopes with Logo Printing sewer brochures removing oils	07/02/2019	66.89 66.89 66.89 66.88 432.88 538.32
			Total for Check Number 93220:	1,238.75
93221	shredit 8127449907 8127499019	Shred-it USA LLC PD shredding City Hall Paper Shredding Services 5/21/19	07/02/2019	137.91 158.96
			Total for Check Number 93221:	296.87
93222	SW 25709	Silver & Wright LLP Code Enforcement Legal Services	07/02/2019	13,818.17
			Total for Check Number 93222:	13,818.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747700	Fuel for May		2.58
	747700	Fuel for May		2.49
	747700	Fuel for May		3.12
	747700	Fuel for May		394.42
	747700	Fuel for May		1.77
	747700	Fuel for May		1.65
	747700	Fuel for May		36.97
	747700	Fuel for May		834.16
	747700	Fuel for May		4.70
	747700	Fuel for May		1.91
	747700	Fuel for May		1.35
	747700	Fuel for May		3.79
	747700	Fuel for May		1.37
	747700	Fuel for May		2.93
	747700	Fuel for May		3.62
	747700	Fuel for May		3.87
	747700	Fuel for May		0.50
	747700	Fuel for May		3.01
	747700	Fuel for May		3.17
	747700	Fuel for May		4.11
	747700	Fuel for May		3.34
	747700	Fuel for May		157.82
	747700	Fuel for May		2.15
	747700	Fuel for May		0.33
	747700	Fuel for May		1.39
	747700	Fuel for May		0.65
	747700	Fuel for May		163.80
	747700	Fuel for May		203.58
	747767	Fuel for May		1.05
	747767	Fuel for May		1.17
	747767	Fuel for May		0.78
	747767	Fuel for May		28.81
	747767	Fuel for May		180.85
	747767	Fuel for May		0.11
	747767	Fuel for May		1.40
	747767	Fuel for May		0.32
	747767	Fuel for May		178.68
	747767	Fuel for May		3.28
	747767	Fuel for May		2.87
	747767	Fuel for May		26.79
	747767	Fuel for May		1.27
	747767	Fuel for May		0.99
	747767	Fuel for May		2.35
	747767	Fuel for May		2.26
	747767	Fuel for May		5.76
	747767	Fuel for May		2.37
	747767	Fuel for May		29.12
	747767	Fuel for May		2.51
	747767	Fuel for May		11.92
	747767	Fuel for May		0.99
	747767	Fuel for May		3.51
	747767	Fuel for May		3.07
	747767	Fuel for May		0.10
	747767	Fuel for May		0.34
	747767	Fuel for May		2.27
	747767	Fuel for May		0.59
	747767	Fuel for May		2.15
	747767	Fuel for May		16.69
	747767	Fuel for May		5.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747767	Fuel for May		4.87
	747767	Fuel for May		2.98
	747767	Fuel for May		3.65
	747767	Fuel for May		0.79
	747767	Fuel for May		63.87
	747767	Fuel for May		1.24
	747767	Fuel for May		0.31
	747767	Fuel for May		138.96
	747767	Fuel for May		3.12
	747767	Fuel for May		2.33
	747767	Fuel for May		3.48
	747767	Fuel for May		515.58
	747767	Fuel for May		2.37
	747767	Fuel for May		1.52
	747767	Fuel for May		5.11
	747767	Fuel for May		4.97
	747767	Fuel for May		1.63
	747767	Fuel for May		0.29
	747798	Fuel for May		1.43
	747798	Fuel for May		1.16
	747798	Fuel for May		1.10
	747798	Fuel for May		1.01
	747798	Fuel for May		798.34
	747798	Fuel for May		5.88
	747798	Fuel for May		8.84
	747798	Fuel for May		1.70
	747798	Fuel for May		2.46
	747798	Fuel for May		15.80
	747798	Fuel for May		0.41
	747798	Fuel for May		1.72
	747798	Fuel for May		2.11
	747798	Fuel for May		1.38
	747798	Fuel for May		137.82
	747798	Fuel for May		2.20
	747798	Fuel for May		0.42
	747798	Fuel for May		1.38
	747798	Fuel for May		1.72
	747798	Fuel for May		1.80
	747798	Fuel for May		0.09
	747798	Fuel for May		1.73
	747798	Fuel for May		3.74
	747798	Fuel for May		189.39
	747798	Fuel for May		1.75
	747798	Fuel for May		2.03
	747798	Fuel for May		3.24
	747798	Fuel for May		0.20
	747798	Fuel for May		102.39
	747798	Fuel for May		0.76
	747798	Fuel for May		0.13
	747798	Fuel for May		90.45
	747798	Fuel for May		1.35
	747798	Fuel for May		1.94
	747798	Fuel for May		0.16
	747798	Fuel for May		6.70
	747798	Fuel for May		0.60
	747798	Fuel for May		0.83
	747798	Fuel for May		0.75
	747798	Fuel for May		327.16
	747798	Fuel for May		0.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747798	Fuel for May		2.27
	747798	Fuel for May		2.27
	747798	Fuel for May		3.95
	747798	Fuel for May		7.11
	747798	Fuel for May		145.06
	747798	Fuel for May		1.21
	747798	Fuel for May		0.93
	747798	Fuel for May		2.74
	747798	Fuel for May		214.56
	747798	Fuel for May		1.42
	747840	Fuel for May		0.20
	747840	Fuel for May		62.40
	747840	Fuel for May		101.17
	747840	Fuel for May		0.10
	747840	Fuel for May		1.15
	747840	Fuel for May		0.09
	747840	Fuel for May		11.68
	747840	Fuel for May		177.45
	747840	Fuel for May		0.08
	747840	Fuel for May		0.03
	747840	Fuel for May		0.77
	747840	Fuel for May		0.01
	747840	Fuel for May		1.65
	747840	Fuel for May		0.08
	747840	Fuel for May		0.29
	747840	Fuel for May		0.06
	747840	Fuel for May		0.06
	747840	Fuel for May		89.14
	747840	Fuel for May		0.01
	747840	Fuel for May		350.67
	747840	Fuel for May		0.08
	747840	Fuel for May		0.11
	747840	Fuel for May		0.95
	747840	Fuel for May		2.10
	747840	Fuel for May		4.07
	747840	Fuel for May		0.05
	747840	Fuel for May		0.12
	747840	Fuel for May		0.27
	747840	Fuel for May		2.06
	747840	Fuel for May		0.57
	747840	Fuel for May		0.01
	747840	Fuel for May		112.25
	747840	Fuel for May		0.06
	747840	Fuel for May		0.11
	747840	Fuel for May		0.36
	747840	Fuel for May		8.62
	747840	Fuel for May		0.20
	747840	Fuel for May		0.07
	747840	Fuel for May		0.10
	747840	Fuel for May		0.05
	747840	Fuel for May		0.08
	747840	Fuel for May		0.05
	747840	Fuel for May		0.33
	747840	Fuel for May		24.92
	747840	Fuel for May		0.54
	747840	Fuel for May		1.82
	747840	Fuel for May		0.67
	747840	Fuel for May		0.16
	747840	Fuel for May		0.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747840	Fuel for May		11.09
	747840	Fuel for May		0.02
	747840	Fuel for May		1.14
	747866	Fuel for May 28, 2019		0.11
	747866	Fuel for May 28, 2019		1.01
	747866	Fuel for May 28, 2019		0.09
	747866	Fuel for May 28, 2019		0.63
	747866	Fuel for May 28, 2019		16.97
	747866	Fuel for May 28, 2019		0.27
	747866	Fuel for May 28, 2019		24.29
	747866	Fuel for May 28, 2019		0.50
	747866	Fuel for May 28, 2019		95.94
	747866	Fuel for May 28, 2019		5.02
	747866	Fuel for May 28, 2019		11.95
	747866	Fuel for May 28, 2019		0.11
	747866	Fuel for May 28, 2019		17.42
	747866	Fuel for May 28, 2019		4.37
	747866	Fuel for May 28, 2019		3.48
	747866	Fuel for May 28, 2019		0.41
	747866	Fuel for May 28, 2019		555.66
	747866	Fuel for May 28, 2019		3.42
	747866	Fuel for May 28, 2019		2.15
	747866	Fuel for May 28, 2019		0.96
	747866	Fuel for May 28, 2019		3.74
	747866	Fuel for May 28, 2019		2.95
	747866	Fuel for May 28, 2019		0.33
	747866	Fuel for May 28, 2019		4.85
	747866	Fuel for May 28, 2019		25.23
	747866	Fuel for May 28, 2019		0.14
	747866	Fuel for May 28, 2019		2.29
	747866	Fuel for May 28, 2019		0.06
	747866	Fuel for May 28, 2019		1.12
	747866	Fuel for May 28, 2019		86.70
	747866	Fuel for May 28, 2019		12.13
	747866	Fuel for May 28, 2019		2.72
	747866	Fuel for May 28, 2019		13.93
	747866	Fuel for May 28, 2019		0.04
	747866	Fuel for May 28, 2019		0.31
	747866	Fuel for May 28, 2019		0.64
	747866	Fuel for May 28, 2019		1.17
	747866	Fuel for May 28, 2019		0.42
	747866	Fuel for May 28, 2019		5.10
	747866	Fuel for May 28, 2019		2.56
	747866	Fuel for May 28, 2019		0.32
	747866	Fuel for May 28, 2019		0.61
	747866	Fuel for May 28, 2019		0.20
	747866	Fuel for May 28, 2019		0.35
	747866	Fuel for May 28, 2019		1.60
	747866	Fuel for May 28, 2019		3.49
	747866	Fuel for May 28, 2019		42.17
	747866	Fuel for May 28, 2019		5.01
	747866	Fuel for May 28, 2019		1.09
	747866	Fuel for May 28, 2019		0.96
	747866	Fuel for May 28, 2019		3.26
	747908	Fuel for May		204.21
	747908	Fuel for May		0.44
	747908	Fuel for May		0.79
	747908	Fuel for May		0.47
	747908	Fuel for May		1.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747908	Fuel for May		1.61
	747908	Fuel for May		0.07
	747908	Fuel for May		1.12
	747908	Fuel for May		1.95
	747908	Fuel for May		3.27
	747908	Fuel for May		0.43
	747908	Fuel for May		4.17
	747908	Fuel for May		2.03
	747908	Fuel for May		2.19
	747908	Fuel for May		4.32
	747908	Fuel for May		4.65
	747908	Fuel for May		4.35
	747908	Fuel for May		0.16
	747908	Fuel for May		3.12
	747908	Fuel for May		6.77
	747908	Fuel for May		1.85
	747908	Fuel for May		185.17
	747908	Fuel for May		1.64
	747908	Fuel for May		207.03
	747908	Fuel for May		1.05
	747908	Fuel for May		103.92
	747908	Fuel for May		112.89
	747908	Fuel for May		17.32
	747908	Fuel for May		0.22
	747908	Fuel for May		1.94
	747908	Fuel for May		4.58
	747908	Fuel for May		703.16
	747908	Fuel for May		21.65
	747908	Fuel for May		4.69
	747908	Fuel for May		0.84
	747908	Fuel for May		1.22
	747908	Fuel for May		15.64
	747908	Fuel for May		3.11
	747908	Fuel for May		38.90
	747908	Fuel for May		0.45
	747908	Fuel for May		3.95
	747908	Fuel for May		78.02
	747908	Fuel for May		0.54
	747908	Fuel for May		2.37
	747908	Fuel for May		9.27
	747908	Fuel for May		8.46
	747908	Fuel for May		1.81
	747908	Fuel for May		6.22
	747908	Fuel for May		2.07
	747908	Fuel for May		2.90
	747908	Fuel for May		1.32
	747934	Fuel for June		2.00
	747934	Fuel for June		1.95
	747934	Fuel for June		6.36
	747934	Fuel for June		246.27
	747934	Fuel for June		1.32
	747934	Fuel for June		2.46
	747934	Fuel for June		0.27
	747934	Fuel for June		5.18
	747934	Fuel for June		0.84
	747934	Fuel for June		3.43
	747934	Fuel for June		0.34
	747934	Fuel for June		52.88
	747934	Fuel for June		2.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747934	Fuel for June		2.41
	747934	Fuel for June		0.17
	747934	Fuel for June		46.05
	747934	Fuel for June		0.63
	747934	Fuel for June		629.14
	747934	Fuel for June		9.32
	747934	Fuel for June		0.97
	747934	Fuel for June		28.49
	747934	Fuel for June		0.11
	747934	Fuel for June		0.27
	747934	Fuel for June		1.55
	747934	Fuel for June		1.68
	747934	Fuel for June		2.09
	747934	Fuel for June		0.23
	747934	Fuel for June		0.57
	747934	Fuel for June		1.41
	747934	Fuel for June		1.26
	747934	Fuel for June		2.98
	747934	Fuel for June		2.53
	747934	Fuel for June		0.17
	747934	Fuel for June		3.38
	747934	Fuel for June		203.06
	747934	Fuel for June		0.34
	747934	Fuel for June		1.93
	747934	Fuel for June		32.23
	747934	Fuel for June		1.09
	747934	Fuel for June		3.85
	747934	Fuel for June		10.01
	747934	Fuel for June		3.07
	747934	Fuel for June		8.26
	747934	Fuel for June		2.42
	747934	Fuel for June		1.61
	747934	Fuel for June		1.55
	747934	Fuel for June		1.89
	747934	Fuel for June		6.36
	747938	Fuel for June		0.74
	747938	Fuel for June		0.46
	747938	Fuel for June		201.80
	747938	Fuel for June		2.02
	747938	Fuel for June		174.40
	747938	Fuel for June		0.65
	747938	Fuel for June		81.88
	747938	Fuel for June		2.46
	747938	Fuel for June		1.07
	747938	Fuel for June		7.58
	747938	Fuel for June		1.00
	747938	Fuel for June		0.43
	747938	Fuel for June		2.06
	747938	Fuel for June		0.40
	747938	Fuel for June		0.81
	747938	Fuel for June		1.28
	747938	Fuel for June		0.58
	747938	Fuel for June		0.25
	747938	Fuel for June		0.38
	747938	Fuel for June		2.48
	747938	Fuel for June		0.17
	747938	Fuel for June		0.37
	747938	Fuel for June		1.36
	747938	Fuel for June		0.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	747938	Fuel for June		34.87
	747938	Fuel for June		0.03
	747938	Fuel for June		1.01
	747938	Fuel for June		0.32
	747938	Fuel for June		0.12
	747938	Fuel for June		0.33
	747938	Fuel for June		0.05
	747938	Fuel for June		1.23
	747938	Fuel for June		0.23
	747938	Fuel for June		0.14
	747938	Fuel for June		1.08
	747938	Fuel for June		0.55
	747938	Fuel for June		23.89
	747938	Fuel for June		0.45
	747938	Fuel for June		0.13
	747938	Fuel for June		0.17
	747938	Fuel for June		0.35
	747938	Fuel for June		0.10
	747938	Fuel for June		0.58
	747938	Fuel for June		2.33
	747938	Fuel for June		154.13
	747938	Fuel for June		0.04
	747938	Fuel for June		0.16
	747938	Fuel for June		37.01
	747938	Fuel for June		296.53
	747938	Fuel for June		0.45
	747985	fuel		4.09
	747985	fuel		0.79
	747985	fuel		0.99
	747985	fuel		0.52
	747985	fuel		13.20
	747985	fuel		1.30
	747985	fuel		0.12
	747985	fuel		0.44
	747985	fuel		1.11
	747985	fuel		2.63
	747985	fuel		9.19
	747985	fuel		2.34
	747985	fuel		1.85
	747985	fuel		4.88
	747985	fuel		1.88
	747985	fuel		81.82
	747985	fuel		2.56
	747985	fuel		356.30
	747985	fuel		1.99
	747985	fuel		9.48
	747985	fuel		0.64
	747985	fuel		0.27
	747985	fuel		152.33
	747985	fuel		179.13
	747985	fuel		70.24
	747985	fuel		1.75
	747985	fuel		0.26
	747985	fuel		0.24
	747985	fuel		1.01
	747985	fuel		1.74
	747985	fuel		1.31
	747985	fuel		8.24
	747985	fuel		1.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
747985		fuel		0.09
747985		fuel		2.81
747985		fuel		0.27
747985		fuel		1.42
747985		fuel		94.14
747985		fuel		1.09
747985		fuel		2.77
747985		fuel		3.82
747985		fuel		0.58
747985		fuel		2.87
747985		fuel		0.07
747985		fuel		114.87
747985		fuel		1.06
747985		fuel		0.69
747985		fuel		2.31
747985		fuel		1.23
747985		fuel		19.09
747985		fuel		0.42
748015		Fuel for June		34.57
748015		Fuel for June		3.40
748015		Fuel for June		5.20
748015		Fuel for June		4.63
748015		Fuel for June		0.76
748015		Fuel for June		3.61
748015		Fuel for June		6.92
748015		Fuel for June		1.79
748015		Fuel for June		0.49
748015		Fuel for June		5.09
748015		Fuel for June		645.16
748015		Fuel for June		1.86
748015		Fuel for June		3.17
748015		Fuel for June		5.02
748015		Fuel for June		148.15
748015		Fuel for June		8.83
748015		Fuel for June		275.84
748015		Fuel for June		2.35
748015		Fuel for June		1.24
748015		Fuel for June		0.44
748015		Fuel for June		0.48
748015		Fuel for June		1.04
748015		Fuel for June		3.17
748015		Fuel for June		1.97
748015		Fuel for June		127.20
748015		Fuel for June		4.24
748015		Fuel for June		2.22
748015		Fuel for June		1.43
748015		Fuel for June		0.16
748015		Fuel for June		0.47
748015		Fuel for June		2.02
748015		Fuel for June		0.22
748015		Fuel for June		4.18
748015		Fuel for June		0.79
748015		Fuel for June		0.93
748015		Fuel for June		23.91
748015		Fuel for June		2.57
748015		Fuel for June		4.76
748015		Fuel for June		1.83
748015		Fuel for June		7.41
748015		Fuel for June		170.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	748015	Fuel for June		324.36
	748015	Fuel for June		2.38
	748015	Fuel for June		1.16
	748015	Fuel for June		16.64
	748015	Fuel for June		17.17
	748015	Fuel for June		208.00
	748015	Fuel for June		0.13
	748015	Fuel for June		3.35
	748015	Fuel for June		14.92
	748015	Fuel for June		1.92
Total for Check Number 93230:				15,350.94
93231	weststee 387403	West Steel & Plastic Inc. Material for Eng 696 - fire	07/02/2019	227.62
Total for Check Number 93231:				227.62
93232	westfall 10623CalTax	Westfall Manufacturing Co. sales tax from inv 9689 12/21/2016	07/02/2019	256.50
Total for Check Number 93232:				256.50
93233	wille S1912998.001	Wille Electric Supply Co.,Inc. part for inside panel of storm lift station	07/02/2019	146.32
Total for Check Number 93233:				146.32
93234	xerox 1634886 1634886 1634886 1634886 1634886 1634886 1634886	Xerox Financial Services Copier Lease Finance Dept & Happys Office 5-1 Copier Lease Finance Dept & Happys Office 5-1 Copier Lease Finance Dept & Happys Office 5-1 Copier Lease Finance Dept & Happys Office 5-1 Copier Lease Finance Dept & Happys Office 5-1 Copier Lease Finance Dept & Happys Office 5-1 Copier Lease Finance Dept & Happys Office 5-1	07/02/2019	36.30 36.29 36.30 36.29 36.29 36.29 36.30
Total for Check Number 93234:				254.06
Total for 7/2/2019:				243,952.22
Report Total (109 checks):				298,988.62

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Livingston Approving the Application for Statewide Park Development and Community Revitalization Program Grant Funds

MEETING DATE: July 2, 2019

PREPARED BY: Jacquelyn Benoit, Recreation Superintendent

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that the council adopt resolution _____ approving staff to apply for funding of the new Livingston Rec-Plex through prop 68 of the Statewide Park Development and Community Revitalization Grant Program.

BACKGROUND:

Since February of 2019 staff has been working with Public Health Advocates and KDI to collect information and write a grant for the Statewide Park Development and Community Revitalization Grant Program. Staff and the community have come together for 5 different engagements to identify, develop and lay out a project that will qualify and be competitive. A presentation was given at the June 18th council meeting explaining the process, showing council the project and it was addressed by many residents as a much needed project.

DISCUSSION:

By approving this resolution Council understands the following:

1. Certifies that the city has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project.
2. Certifies that if the project is awarded, the city has or will have sufficient funds to operate and maintain the project.
3. Certifies that the city has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide.
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope.
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

FISCAL IMPACT:

\$2764.18

ATTACHMENTS:

Resolution approving the application for statewide park development and community revitalization program grant funds.

RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND
COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project; and

NOW, THEREFORE, BE IT RESOLVED that the Livingston City Council hereby:
APPROVES THE FILING OF AN APPLICATION FOR the Livingston Rec-Plex; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

Passed and adopted this 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Livingston this 2nd day of July, 2019.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of City of Livingston to Name the Soccer Field at the Max Foster Sports Complex the “Odi Ortiz Memorial Soccer Field”

MEETING DATE: July 2, 2019

PREPARED BY: Ruben Chavez, Chief of Police

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

That City Council approve the naming of the soccer field at the Max Foster Sports Complex the “Odi Ortiz Memorial Soccer Field”.

BACKGROUND:

The City of Livingstons’ Finance Director/Assistant City Manager Odilon “Odi” Ortiz dedicated his life to the City & Community of Livingston for over 8 years and passed away from cancer on January 25, 2019.

DISCUSSION:

The City of Livingston hired Odilon “Odi” Ortiz as the Finance Director/Assistant City Manager on October 24, 2011. He served in that capacity for over 8 years and during that time would be appointed as the Acting Public Works Director and the Acting City Manager as the need arose during the vacancies of those positions. He was dedicated to his job and as mentioned, wore several hats at the same time including being the Acting City Manager for over two years. While these acting positions can be viewed as high-stress positions in City Government, Odi always had a big smile when he came to work and when meeting with members of the community.

Odi loved to play soccer and actively supported youth soccer programs in Livingston. He was honored several times by local youth soccer organizers for his support of our youth. In April 2017, he was diagnosed with Lymphoma and fought hard to return to his duties for the City of Livingston. He returned in April 2018 after going through treatment and was comforted by his family, friends, and his faith to get better and in fact he did.

However, it was short lived as a few months later, he was diagnosed with a recurrence of the illness which ultimately took his life at the young age of 46 years old. Odi left behind a wife and three young children and it would only be fitting to recognize Odi’s love for his family, soccer, and for city service by dedicating a legacy for his family to be proud of such as naming a soccer field in his honor.

The City of Livingston desires to show support for Odi Ortiz’s dedicated service to the City of Livingston by naming the soccer field at the Max Foster Sports Complex the “Odi Ortiz Memorial Soccer Field” in his honor.

FISCAL IMPACT:

The costs vary to manufacture a permanent sign/monument near the soccer field from \$200 to \$1000.

ATTACHMENTS:

1. Resolution to Name the Soccer Field at the Max Foster Sports Complex the “Odi Ortiz Memorial Soccer Field”.

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
NAMING THE SOCCER FIELD AT THE MAX FOSTER SPORTS
COMPLEX THE “ODI ORTIZ MEMORIAL SOCCER FIELD”**

WHEREAS, Odilon “Odi” Ortiz was hired as the Finance Director/Assistant City Manager on October 24, 2011; and

WHEREAS, Odi became the Acting Public Works Director, serving in that capacity on and off from January 2014 to July 2017; and

WHEREAS, Odi became the Acting City Manager February 3, 2015 to May 24, 2017; and

WHEREAS, Odi dedicated himself to the City and Community of Livingston for over 8 years; and

WHEREAS, Odi loved the sport of soccer being an avid soccer player and actively supporting youth soccer programs in Livingston; and

WHEREAS, Odi was diagnosed with Lymphoma in April 2017 and passed away from the illness on January 25, 2019; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Livingston hereby adopts a Resolution to name the soccer field at Max Foster Sports Complex the “Odi Ortiz Memorial Soccer Field”.

Passed and adopted this 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gurpal Samra Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 2nd day of July, 2019.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

STAFF REPORT

AGENDA ITEM: Ordinance Amending Livingston Municipal Code Chapter 2-4, "Parks, Recreation and Arts Commission," Section 2-4-2(B), to Increase the Commissioner Terms From Two (2) Years to Four (4) Years.

MEETING DATE: July 2, 2018

PREPARED BY: Jacquelyn Benoit, Recreation Superintendent

RECOMMENDATION:

Staff recommends that the City Council introduce and waive first reading of Ordinance _____ amending Livingston Municipal Code Chapter 2-4, "Parks, Recreation and Arts Commission," Section 2-4-2(B), to increase the commissioner terms from two (2) years to four (4) years.

BACKGROUND AND DISCUSSION:

Chapter 4 of Title 2 of the Livingston Municipal Code establishes a Parks, Arts and Recreation Commission consisting of seven members appointed by the City Council. That Chapter creates certain duties and responsibilities for the Commission to assist and advise the City Council on parks and recreation related issues within the City.

At the regular City Council meeting of May 7, 2019 staff asked the City Council to consider changing the terms of the commissioners from 2 to 4 years. This commission has been extremely active and would like to see through some of the longer term projects.

The proposed Ordinance amends the Municipal Code to change the terms of the commissioners from 2 years to 4 years with their term ending on the 4th anniversary of their appointment date. Appointment dates are as follows for the existing commissioners and alternates. Code text contained in the proposed Ordinance is the same as the text in the existing Municipal Code, except for the terms and expiration of the terms.

Parks, Recreation and Arts Commissioner	Appointment Date
Eric Aguilar	June 20, 2017
Linda Deol	June 20, 2017
Eva Garibay	June 20, 2017
Robert Godinez	June 20, 2017
Julio Millan	September 5, 2017
Christine Fernandez	September 5, 2017
Omar Herrera	September 18, 2018
Patricia Marshall (alternate)	September 18, 2018
Ana Alberto (alternate)	September 18, 2018

If the proposed Ordinance is approved, staff will bring back for Council consideration a Resolution establishing the term dates for specific commissioners in order to stagger the terms so that three (3) members' terms end on the same year and the terms of the remaining four (4) members end two (2) years later.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Ordinance of the City Council of the City of Livingston Amending Livingston Municipal Code Chapter 2-4, "Parks, Recreation and Arts Commission," Section 2-4-2(B), to Increase the Commissioner Terms From Two (2) Years to Four (4) Years.

1396.1001 3242354.2

**CHAPTER 4
PARKS, RECREATION AND ARTS COMMISSION**

2-4-1: PARKS, RECREATION AND ARTS COMMISSION CREATED.

2-4-2: MEMBERSHIP AND TERMS OF OFFICE.

2-4-3: REMOVAL OF MEMBERS AND VACANCIES.

2-4-4: MEETINGS.

2-4-5: ADOPTION OF RULES.

2-4-6: DUTIES AND RESPONSIBILITIES.

2-4-1: PARKS, RECREATION AND ARTS COMMISSION CREATED.

There shall be and there is hereby created and established a Parks, Recreation and Arts Commission for the City of Livingston.

2-4-2: MEMBERSHIP AND TERMS OF OFFICE.

(A) Membership And Compensation: The Parks, Recreation and Arts Commission shall consist of seven (7) members over the age of eighteen (18), to be appointed by a majority vote of the City Council from the residents of the City. A maximum of one member may reside outside the city limits, as long as they reside within the boundaries of the Livingston Union School District. Members of the City Council shall not be eligible to serve as Commission Members, but may be appointed by the City Council to attend commission meetings as liaisons to the City Council. Parks, Recreation and Arts Commissioners may not generally serve on any other advisory committees at the same time.

(B) Terms: Each member of the Parks, Recreation and Arts Commission shall be appointed for ~~two (2) years~~ **four (4) years**. Terms expire ~~on January 31 of the second~~ **on the fourth anniversary date** of the year of a member's term, or until their successors are appointed. A member of the Parks, Recreation and Arts Commission may be reappointed to any number of successive terms. Should a vacancy occur through means other than term expiration, the appointment of the new member shall be for the remainder of the vacated term.

(C) Chairperson: The Parks, Recreation and Arts Commission shall appoint a chairperson and secretary from among the appointed members. The Parks, Recreation and Arts Commission shall also have an option to appoint a vice chairperson. These officers shall hold office for one (1) year, or until their successors are appointed, and may hold the office for any number of successive terms. This member, in addition to the usual chairmanship duties, shall be the official contact between the Commission and the City Council.

2-4-3: REMOVAL OF MEMBERS AND VACANCIES.

(A) Removal From the Parks, Recreation And Arts Commission: Any member of the Commission may be removed from the Commission by the Mayor, subject to the approval of the City Council, or by a majority vote of the City Council.

(B) Resignation of Members: A member of the Parks, Recreation Repealing and Replacing Arts Commission may resign from the Commission by filing a written statement with the City Manager. Upon filing the written statement with the City Manager, the resignation shall become effective at the time of the filing and said member shall cease to be a member of the Commission and a vacancy shall then exist.

(C) Absence With/Without Cause: Any member of the Commission shall automatically be deemed to have vacated his or her seat if the Commissioner fails Repealing and Replacing (12) month period, unless the absence is the result of illness or family emergency. In the event that a Commissioner is unable to attend a meeting due to illness or family emergency, the Commissioner shall inform the City Manager, or the department head working with the Commission, at the earliest opportunity before the meeting in order for the absence to be excused. In the event that a Commissioner is deemed to have vacated his or her seat, the Commission or City Manager shall immediately inform the City Council of such vacancy. Vacancies on the Parks, Recreation and Arts Commission for whatever cause shall be filled by the City Council for the unexpired term.

2-4-4: MEETINGS.

The Parks, Recreation and Arts Commission will meet on a monthly basis. The meeting time and location will be agreed upon by a majority of the members and the City Manager. A majority of the Commission, not counting vacant seats, shall constitute a quorum for the transaction of business.

2-4-5: ADOPTION OF RULES.

The Parks, Recreation and Arts Commission may adopt rules for the transaction of business and shall keep a public record of its transactions, findings, determinations and recommendations.

2-4-6: DUTIES AND RESPONSIBILITIES.

It shall be the duty and responsibility of the Parks, Recreation and Arts Commission to act in an advisory and volunteer capacity in the development of parks, recreation and art opportunities for Livingston residents. In their capacity, the Parks, Recreation and Arts Commission shall:

(A) Recommend Repealing and Replacing City Council a Parks and Recreation Master Plan. If directed by the City Council, the Commission shall recommend to the City Council a Parks, Recreation and Arts Master Plan, either in lieu of or in addition to, the Parks and Recreation Master Plan. After any initial Master Plan has been adopted by the City Council, the Commission shall periodically review the Master Plan and make appropriate recommendations to the City Council.

(B) Recommend to the City Council individual Park Master Plans for each park in the City of Livingston.

(C) Constructively encourage public recreational and art activities in Livingston.

(D) Recommend projects, legislation, policies, funding allocations, and other measures, programs, or activities for the development of park, recreation and art opportunities in Livingston.

(E) Act in an advisory capacity to the City Council in all matters pertaining to recreation.

(F) Act in an advisory capacity to the City Council in all matters pertaining to art or art programs within the City.

(G) Carry out projects, programs, or activities as directed by the City Council.

(H) Consider the annual budget for recreation during the annual budget process and make recommendations with respect thereto to the City Council.

(I) Initiate, sponsor, and promote involvement, activities and contributions by the private sector for the development of parks, recreational and art activities in the City.

(J) Assist in the planning of a recreation program for City residents, promote and stimulate public interest therein, and solicit the cooperation of school authorities and other public and private agencies interested therein.”

3242354.1

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AMENDING LIVINGSTON MUNICIPAL CODE CHAPTER 2-4, "PARKS,
RECREATION AND ARTS COMMISSION," SECTION 2-4-2(B), TO INCREASE THE
COMMISSIONER TERMS FROM TWO (2) YEARS TO FOUR YEARS (4)**

WHEREAS, the City of Livingston Municipal Code ("LMC") establishes the term of Parks, Recreation and Arts Commission; and

WHEREAS, the City of LMC currently establishes the terms of the Parks, Recreation and Arts Commissioners at two (2) years; and

WHEREAS, the City Council has evaluated and determined that increasing the length of the Parks, Recreation and Arts commissioner terms to four (4) years will allow the commissioners the ability to see projects completed that have been started by them during their term; and

WHEREAS, this Ordinance increases the length of the Parks, Recreation and Arts commissioner terms to four (4) years.

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

SECTION 1. AMENDMENT

Title 2 "Boards and Commissions," Chapter 4 "Parks, Recreation and Arts Commission," Section 2-4-2(B), of the Livingston Municipal Code, shall be amended as follows:

"(B) Terms: Each member of the Parks, Recreation and Arts Commission shall be appointed for ~~two (2)~~ **four (4)** years. Terms expire on January 31 of the ~~second~~ **fourth** year of a member's term, or until their successors are appointed. **Terms will be staggered with three (3) members' terms ending on the same year and the terms of the remaining four (4) members ending two (2) years later.** A member of the Parks, Recreation and Arts Commission may be reappointed to any number of successive terms. Should a vacancy occur through means other than term expiration, the appointment of the new member shall be for the remainder of the vacated term."

SECTION 2. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance, is held invalid, the remainder of the Ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence,

clause or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid or unenforceable.

SECTION 3. EFFECTIVE DATE

This Ordinance shall become effective thirty (30) days after its final passage and adoption.

Introduced: July 2, 2019

Passed and Adopted:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

State of California)
County of Merced)
City of Livingston)

I, hereby certify that the foregoing Ordinance was duly introduced at a Regular Meeting of the City Council of the City of Livingston on the 2nd day of July, 2019, and was passed and adopted at a Regular Meeting of the City Council of the City of Livingston this _____ day of July, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ANTONIO SILVA, City Clerk
of the City of Livingston

3242352.2

Ordinance No. _____

Page 2 of 2

STAFF REPORT

AGENDA ITEM: Resolution Approving Master Agreement No. 10-5256F15 and Authorizing the City Manager to Execute the Master Agreement No. 10-5256F15 between Caltrans and the City of Livingston for Federal-Aid Projects

MEETING DATE: July 2, 2019

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: José Antonio Ramírez, City Manager

RECOMMENDATION:

City Council to approve a Master Agreement with Caltrans and Adopt a resolution authorizing the City Manager to execute Caltrans Master Agreement No. 10-5256F15

BACKGROUND:

A Master Agreement is required between Caltrans and the City of Livingston whenever federal aid funds are to be used on local projects. The Master Agreement establishes the roles and responsibilities of Caltrans and the City of Livingston regarding the use of Federal Aid funds that are administered by Caltrans. The City currently has an executed Master Agreement with Caltrans.

DISCUSSION:

Caltrans is now requesting the City of Livingston to enter into an updated version of the Master Agreement. Master Agreement No. 10-5256F15 has been revised to incorporate various changes in regulations and policies. In order for the City to continue to receive federal aid funds, City Council must approve a Master Agreement with Caltrans and authorize the City Manager to execute the Master Agreement.

FISCAL IMPACT:

Executing the Master Agreement has no fiscal impact.

Not executing the Master Agreement will prevent city staff from acquiring future federal aid funds which would be utilized to construct transportation related projects.

ATTACHMENTS:

1. Resolution approving master agreement no. 10-5256F15 and authorizing the City Manager to execute master agreement no. 10-5256F15, administering agency-state agreement for federal-aid projects.
2. Master Agreement No. 10-5256F15

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING MASTER AGREEMENT NO. 10-5256F15 AND AUTHORIZING THE
CITY MANAGER TO EXECUTE MASTER AGREEMENT NO. 10-5256F15,
ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS**

WHEREAS, the State of California Department of Transportation (Caltrans) has updated the language in the program Master Agreement for Federally Funded projects; and

WHEREAS, the City of Livingston must enter into a Master Agreement with Caltrans in order to receive funding for projects from federal government funding sources; and

WHEREAS, the City of Livingston, has received a request from the Department of Transportation to enter into Master Agreement No. 10-5256F15 for Federal-Aid Projects; and

WHEREAS, the City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City Council appoints the City Manager as the designated City representative to execute Master Agreement No. 10-5256F15.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston that it does hereby authorize the City Manager to execute said document.

Passed and adopted this 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the forgoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 2nd day of July, 2019.

Antonio Silva, City Clerk
of the City of Livingston

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
FEDERAL-AID PROJECTS

10 City of Livingston

District Administering Agency

Agreement No. 10-5256F15

This AGREEMENT, is entered into effective this _____ day of _____, 20____, by and between City of Livingston, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Congress of the United States has enacted the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991 and subsequent Transportation Authorization Bills to fund transportation programs; and
2. WHEREAS, the Legislature of the State of California has enacted legislation by which certain federal-aid funds may be made available for use on local transportation related projects of public entities qualified to act as recipients of these federal-aid funds in accordance with the intent of federal law; and
3. WHEREAS, before federal funds will be made available for a specific program project, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving federal funds for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project-specific "Authorization/Agreement Summary", herein referred to as "E-76" document, is approved by STATE and the Federal Highway Administration (FHWA).
2. The term "PROJECT", as used herein, means that authorized transportation related project and related activities financed in part with federal-aid funds as more fully-described in an "Authorization/ Agreement Summary" or "Amendment/Modification Summary", herein referred to as "E-76" or "E-76 (AMOD)" document authorized by STATE and the Federal Highway Administration (FHWA).
3. The E-76/E-76 (AMOD) shall designate the party responsible for implementing PROJECT, type of work and location of PROJECT.
4. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive federal-aid funds from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these federal funds that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all of the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.
5. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT within ninety (90) days of receipt. The PARTIES agree that STATE may suspend future authorizations/obligations and invoice payments for any on-going or future federal-aid project performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned within that ninety (90) day period unless otherwise agreed by STATE in writing.
6. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of federal funds encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all of the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.
7. Federal, state and matching funds will not participate in PROJECT work performed in advance of the approval of the E-76 or E-76 (AMOD), unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT. ADMINISTERING AGENCY agrees that it will only proceed with the work authorized for that specific phase(s) on the project-specific E-76 or E-76 (AMOD). ADMINISTERING AGENCY further agrees to not proceed with future phases of PROJECT prior to receiving an E-76 (AMOD) from STATE for that phase(s) unless no further federal funds are needed or for those future phase(s).

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8. That PROJECT or portions thereof, must be included in a federally approved Federal Statewide Transportation Improvement Program (FSTIP) prior to ADMINISTERING AGENCY submitting the "Request for Authorization".

9. ADMINISTERING AGENCY shall conform to all state statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

10. If PROJECT is not on STATE-owned right of way, PROJECT shall be constructed in accordance with LOCAL ASSISTANCE PROCEDURES that describes minimum statewide design standards for local agency streets and roads. LOCAL ASSISTANCE PROCEDURES for projects off the National Highway System (NHS) allow STATE to accept either the STATE's minimum statewide design standards or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current LOCAL ASSISTANCE PROCEDURES.

11. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and, where appropriate, an executed Cooperative Agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights of way or work which affects STATE facilities.

12. When PROJECT is not on the State Highway System but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

13. If PROJECT is using STATE funds, the Department of General Services, Division of the State Architect, or its designee, shall review the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and usability. ADMINISTERING AGENCY shall not award a PROJECT construction contract for these types of improvements until the State Architect has issued written approval stating that the PROJECT plans and specifications comply with the provisions of sections 4450 and 4454 of the California Government Code, if applicable. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

14. ADMINISTERING AGENCY will advertise, award and administer PROJECT in accordance with the current LOCAL ASSISTANCE PROCEDURES unless otherwise stated in the executed project-specific PROGRAM SUPPLEMENT.

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15. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. While consultants may perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer, ADMINISTERING AGENCY shall provide a full-time employee to be in responsible charge of each PROJECT who is not a consultant.

16. ADMINISTERING AGENCY shall submit PROJECT-specific contract award documents to STATE's District Local Assistance Engineer within sixty (60) days after contract award. A copy of the award documents shall also be included with the submittal of the first invoice for a construction contract by ADMINISTERING AGENCY.

17. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Report of Expenditures" within one hundred eighty (180) days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LOCAL ASSISTANCE PROCEDURES.

18. ADMINISTERING AGENCY shall comply with: (i) section 504 of the Rehabilitation Act of 1973 which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.

19. The Congress of the United States, the Legislature of the State of California and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM (Exhibit A attached hereto) and the NONDISCRIMINATION ASSURANCES (Exhibit B attached hereto). ADMINISTERING AGENCY further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of PROJECT-related work shall incorporate Exhibits A and B (with third party's name replacing ADMINISTERING AGENCY) as essential parts of such agreement to be enforced by that third party as verified by ADMINISTERING AGENCY.

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ARTICLE II - RIGHTS OF WAY

1. No contract for the construction of a federal-aid PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights of way are available for construction purposes or will be available by the time of award of the construction contract.

2. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right of way for a PROJECT, including, but not limited to, being clear as certified or if said right of way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. The furnishing of right of way as provided for herein includes, in addition to all real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of relocation costs and damages to remainder real property not actually taken but injuriously affected by PROJECT. ADMINISTERING AGENCY shall pay, from its own non-matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights of way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

3. Subject to STATE approval and such supervision as is required by LOCAL ASSISTANCE PROCEDURES over ADMINISTERING AGENCY's right of way acquisition procedures, ADMINISTERING AGENCY may claim reimbursement from federal funds for expenditures incurred in purchasing only the necessary rights of way needed for the PROJECT after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

4. When real property rights are to be acquired by ADMINISTERING AGENCY for a PROJECT, said ADMINISTERING AGENCY must carry out that acquisition in compliance with all applicable State and Federal laws and regulations, in accordance with State procedures as published in State's current LOCAL ASSISTANCE PROCEDURES and STATE's Right-of-Way Manual, subject to STATE oversight to ensure that the completed work is acceptable under the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

5. Whether or not federal-aid is to be requested for right of way, should ADMINISTERING AGENCY, in acquiring right of way for PROJECT, displace an individual, family, business, farm operation, or non-profit organization, relocation payments and services will be provided as set forth in 49 CFR, Part 24. The public will be adequately informed of the relocation payments and services which will be available, and, to the greatest extent practicable, no person lawfully occupying real property shall be required to move from his/her dwelling or to move his/her business or farm operation without at least ninety (90) days written notice from ADMINISTERING AGENCY. ADMINISTERING AGENCY will provide STATE with specific assurances, on each portion of the PROJECT, that no person will be displaced until comparable decent, safe and sanitary replacement housing is available within a reasonable period of time prior to displacement, and that ADMINISTERING AGENCY's relocation program is realistic and adequate to provide orderly, timely and efficient relocation of PROJECT-displaced persons as provided in 49 CFR, Part 24.

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6. ADMINISTERING AGENCY shall, along with recording the deed or instrument evidencing title in the name of the ADMINISTERING AGENCY or their assignee, also record an Agreement Declaring Restrictive Covenants (ADRC) as a separate document incorporating the assurances included within Exhibits A and B and Appendices A, B, C and D of this AGREEMENT, as appropriate.

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ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed federal-aid construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and FHWA and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE and FHWA. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future federal-aid projects of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE and FHWA. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

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ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the California Transportation Commission (CTC).
2. STATE'S financial commitment of federal funds will occur only upon the execution of this AGREEMENT, the authorization of the project-specific E-76 or E-76 (AMOD), the execution of each project-specific PROGRAM SUPPLEMENT, and STATE's approved finance letter.
3. ADMINISTERING AGENCY may submit signed invoices in arrears for reimbursement of participating PROJECT costs on a regular basis once the project-specific PROGRAM SUPPLEMENT has been executed by STATE.
4. ADMINISTERING AGENCY agrees, at a minimum, to submit invoices at least once every six (6) months commencing after the funds are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future authorizations/obligations, and invoice payments for any on-going or future federal-aid project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six (6) month period.
5. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.
6. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.
7. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursement of actual allowable PROJECT costs already incurred and paid for by ADMINISTERING AGENCY.
8. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.
9. Once PROJECT has been awarded, STATE reserves the right to de-obligate any excess federal funds from the construction phase of PROJECT if the contract award amount is less than the obligated amount, as shown on the PROJECT E-76 or E-76 (AMOD).
10. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

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11. The estimated total cost of PROJECT, the amount of federal funds obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES hereto with a finance letter, a detailed estimate, if required, and approved E-76 (AMOD). Federal-aid funding may be increased to cover PROJECT cost increases only if such funds are available and FHWA concurs with that increase.

12. When additional federal-aid funds are not available, ADMINISTERING AGENCY agrees that the payment of federal funds will be limited to the amounts authorized on the PROJECT specific E-76 / E-76 (AMOD) and agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

13. ADMINISTERING AGENCY shall use its own non-federal funds to finance the local share of eligible costs and all expenditures or contract items ruled ineligible for financing with federal funds. STATE shall make the determination of ADMINISTERING AGENCY's cost eligibility for federal fund financing of PROJECT costs.

14. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

15. Federal and state funds allocated from the State Transportation Improvement Program (STIP) are subject to the timely use of funds provisions enacted by Senate Bill 45, approved in 1997, and subsequent STIP Guidelines and State procedures approved by the CTC and STATE.

16. Federal funds encumbered for PROJECT are available for liquidation for a period of six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. State funds encumbered for PROJECT are available for liquidation only for six (6) years from the beginning of the State fiscal year the funds were appropriated in the State Budget. Federal or state funds not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance (per Government Code section 16304). The exact date of fund reversion will be reflected in the STATE signed finance letter for PROJECT.

17. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

18. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

19. ADMINISTERING AGENCY agrees, and will ensure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

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20. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

21. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

22. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided hereunder or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty 30 days of demand, or within such other period as may be agreed to in writing between the PARTIES, STATE, acting through the State Controller, the State Treasurer, or any other public entity or agency, may withhold or demand a transfer of an amount equal to the amount paid by or owed to STATE from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may withhold approval of future ADMINISTERING AGENCY federal-aid projects.

23. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, pursuant to Article IV - 22, from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

24. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover State funds improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V
AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of ARTICLE V.
2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.
3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.
4. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year. The Federal Funds received under a PROGRAM SUPPLEMENT are a part of the Catalogue of Federal Domestic Assistance (CFDA) 20.205.
5. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.
6. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contract over \$10,000, or other contracts over \$25,000 (excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)) on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions 5, 6, 17, 19 and 20 of ARTICLE IV, FISCAL PROVISIONS, and provisions 1, 2, and 3 of this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING RECORDS RETENTION AND REPORTS.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner as required of all other PROJECT expenditures.

9. In addition to the above, the pre-award requirements of third-party contractor/consultants with ADMINISTERING AGENCY should be consistent with the LOCAL ASSISTANCE PROCEDURES.

ARTICLE VI - FEDERAL LOBBYING ACTIVITIES CERTIFICATION

1. By execution of this AGREEMENT, ADMINISTERING AGENCY certifies, to the best of the signatory officer's knowledge and belief, that:

A. No federal or state appropriated funds have been paid or will be paid, by or on behalf of ADMINISTERING AGENCY, to any person for influencing or attempting to influence an officer or employee of any STATE or federal agency, a member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any STATE or federal contract, including this AGREEMENT, the making of any STATE or federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any STATE or federal contract, grant, loan, or cooperative contract.

B. If any funds other than federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this AGREEMENT, grant, local, or cooperative contract, ADMINISTERING AGENCY shall complete and submit Standard Form-LLL, "Disclosure Form to Rep Lobbying," in accordance with the form instructions.

C. This certification is a material representation of fact upon which reliance was placed when this AGREEMENT and each PROGRAM SUPPLEMENT was or will be made or entered into. Submission of this certification is a prerequisite for making or entering into this AGREEMENT imposed by Section 1352, Title 31, United States Code. Any party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

2. ADMINISTERING AGENCY also agrees by signing this AGREEMENT that the language of this certification will be included in all lower tier sub-agreements which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

ARTICLE VII - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all state funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and the relevant Federal Regulations.
2. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
3. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE or the federal government.
4. Each project-specific E-76 or E-76 (AMOD), PROGRAM SUPPLEMENT and Finance Letter shall separately establish the terms and funding limits for each described PROJECT funded under the AGREEMENT. No federal or state funds are obligated against this AGREEMENT.
5. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT. ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.
6. ADMINISTERING AGENCY warrants, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the work actually performed, or in STATE's discretion, to deduct from the price of consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
7. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.
8. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE, FHWA or Federal Transit Administration (FTA) that may have an impact upon the outcome of this AGREEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of this AGREEMENT.
9. ADMINISTERING AGENCY hereby certifies that it does not have nor shall it acquire any financial or business interest that would conflict with the performance of PROJECT under this AGREEMENT.

10. ADMINISTERING AGENCY warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the work actually performed, or to deduct from the PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

11. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Officer who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Officer, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Officer.

12. Neither the pending of a dispute nor its consideration by the Contract Officer will excuse ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT.

13. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

14. Neither STATE nor any officer or employee thereof shall be responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under, or in connection with, any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. STATE reserves the right to terminate funding for any PROJECT upon written notice to ADMINISTERING AGENCY in the event that ADMINISTERING AGENCY fails to proceed with PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT, the bonding requirements if applicable, or otherwise violates the conditions of this AGREEMENT and/or PROGRAM SUPPLEMENT, or the funding allocation such that substantial performance is significantly endangered.

16. No termination shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if not reasonably susceptible of cure within said thirty (30) day period, ADMINISTERING AGENCY proceeds thereafter to complete the cure in a manner and time line acceptable to STATE. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

17. In case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT, the terms stated in that PROGRAM SUPPLEMENT shall prevail over those in this AGREEMENT.

18. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

19. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their duly authorized officers.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION City of Livingston

By _____

By _____

Chief, Office of Project Implementation
Division of Local Assistance

City of Livingston
Representative Name & Title
(Authorized Governing Body Representative)

Date _____

Date _____

EXHIBIT A

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

EXHIBIT B

NONDISCRIMINATION ASSURANCES

ADMINISTERING AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which ADMINISTERING AGENCY receives federal financial assistance from the Federal Department of Transportation. ADMINISTERING AGENCY HEREBY GIVES ASSURANCE THAT ADMINISTERING AGENCY will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, ADMINISTERING AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That ADMINISTERING AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.

2. That ADMINISTERING AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

ADMINISTERING AGENCY hereby notifies all bidders that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That ADMINISTERING AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where ADMINISTERING AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where ADMINISTERING AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That ADMINISTERING AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the ADMINISTERING AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates ADMINISTERING AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates ADMINISTERING AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which ADMINISTERING AGENCY retains ownership or possession of the property.

9. That ADMINISTERING AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that ADMINISTERING AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That ADMINISTERING AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. ADMINISTERING AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. ADMINISTERING AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of STATE assisted contracts. ADMINISTERING AGENCY'S DBE Implementation Agreement is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved DBE Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to ADMINISTERING AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on ADMINISTERING AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO EXHIBIT B

During the performance of this Agreement, ADMINISTERING AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as ADMINISTERING AGENCY) agrees as follows:

(1) Compliance with Regulations: ADMINISTERING AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: ADMINISTERING AGENCY, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. ADMINISTERING AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by ADMINISTERING AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by ADMINISTERING AGENCY of the ADMINISTERING AGENCY's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: ADMINISTERING AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to ADMINISTERING AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of ADMINISTERING AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, ADMINISTERING AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts ADMINISTERING AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of ADMINISTERING AGENCY's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to ADMINISTERING AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: ADMINISTERING AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. ADMINISTERING AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event ADMINISTERING AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, ADMINISTERING AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, ADMINISTERING AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that ADMINISTERING AGENCY will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the ADMINISTERING AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto ADMINISTERING AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on ADMINISTERING AGENCY, its successors and assigns.

ADMINISTERING AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that ADMINISTERING AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO EXHIBIT B

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7(a) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO EXHIBIT B

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the ADMINISTERING AGENCY, pursuant to the provisions of Assurance 7 (b) of Exhibit B.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, ADMINISTERING AGENCY shall have the right to re-enter said land and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of ADMINISTERING AGENCY, and its assigns.

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

STAFF REPORT

AGENDA ITEM: Resolution Authorizing the City Manager to Execute the Program Supplement Agreement No. F014 to Administering Agency-State Agreement No. 10-5256F15 for the Alley Paving Phase 1 Improvements: Federal Project No. CML-5256 (018) and Authorizing the City Manager to Act on Behalf of the City of Livingston.

MEETING DATE: July 02, 2019

PREPARED BY: Mario B. Gouveia, City Engineer

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council adopt a Resolution Authorizing the City Manager to Execute the Program Supplement Agreement No. F014 to Administering Agency-State Agreement No. 10-5256F15 for the Alley Paving Phase 1 Improvements: Federal Project No. CML-5256(018) and Authorizing the City Manager to Act on Behalf of the City of Livingston.

BACKGROUND:

In December 2018, the City applied for funds to pave six dirt alleyways, approximately 2,100 LF in total length. The existing alleys are located in a residential area near downtown Livingston and are used by residents, City Public Works Staff, and refuse collection. The existing alleys are unpaved and as they are accessed by vehicle traffic create large amounts of airborne dust. Additionally, the alleys require weed abatement to control seasonal growth.

DISCUSSION:

The City of Livingston has received Federal Congestion Mitigation Air Quality (CMAQ) funds for the Alley Paving Phase 1 Improvements project. The City has received the Authorization to Proceed with Preliminary Engineering and Caltrans has sent the Program Supplemental Agreement No. F014 for execution.

The State of California, acting through Caltrans, is administering the CMAQ funds. These funds will be paid to the City of Livingston pursuant to the provisions of the Administering Agency-State Agreement No. 10-5256F15. In order to receive funds for a specific project, the City must execute a supplemental agreement that identifies the specific project and any special conditions. The State requires the City to adopt a resolution that clearly identifies the project and the official authorized to execute the agreement. The attached resolution meets the requirements.

FISCAL IMPACT:

The project is funded by a combination of Federal and Local Funds. The total estimated cost for this phase of the project is \$72,600.00. Adoption of the proposed resolution secures \$64,273.00 of

Federal CMAQ funds with a required local match of \$8,327.00. The Local Match is being provided by the City from their local transportation funds.

There is no impact to the General Fund.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute a program supplemental agreement no. F014 to administering agency-state agreement no. 10-5256F15, for federal projects no. CML-5256(018) alley paving phase 1 improvements.
2. Program Supplement Agreement No. F014

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENTAL
AGREEMENT NO. F014 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 10-
5256F15, FOR FEDERAL PROJECT NO. CML-5256(018)
ALLEY PAVING PHASE 1 IMPROVEMENTS**

WHEREAS, the City of Livingston, has received a request from the Department of Transportation to enter into a Program Supplement Agreement No. F014 to Master Agreement No. 10-5256F15 for Federal Project No. CML-5256(018); and

WHEREAS, the City of Livingston City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City of Livingston City Council appoints the City Manager as the designated City representatives to execute the Program Supplemental Agreement No. F014.

NOW, THEREFORE BE IT RESOLVED that the City of Livingston City Council hereby authorize the City Manager to execute said document.

Passed and adopted this 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I hereby certify that the forgoing is a true copy of a resolution of the City Council of the City of Livingston duly adopted at a regular meeting thereof held on the 2nd day of July, 2019.

Antonio Silva, City Clerk
of the City of Livingston

PROGRAM SUPPLEMENT NO. F014
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5256F15

Adv Project ID **Date:** April 26, 2019
1019000107 **Location:** 10-MER-0-LVTN
Project Number: CML-5256(018)
E.A. Number:
Locode: 5256

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Six alleyways in Livingston: from Park St. to H St. between 7th and Joseph and 8th and Joseph; from E St. to F St. Between Main and 4th, 4th and 5th, 5th and 6th, and 6th and 7th.

TYPE OF WORK: Paving six existing dirt alleyways

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	M40E		LOCAL	OTHER
\$72,600.00	\$64,272.00		\$8,328.00	\$0.00

CITY OF LIVINGSTON

By _____
Title _____
Date _____
Attest _____

STATE OF CALIFORNIA

Department of Transportation

By _____
Chief, Office of Project Implementation
Division of Local Assistance
Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 5/1/2019 \$64,272.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

STAFF REPORT

AGENDA ITEM: Resolution Authorizing the City Manager to Execute the Program Supplement Agreement No. F013 to Administering Agency-State Agreement No. 10-5256F15 for the Alley Paving Phase 2 Improvements: Federal Project No. CML-5256 (019) and Authorizing the City Manager to Act on Behalf of the City of Livingston.

MEETING DATE: July 2, 2019

PREPARED BY: Mario B. Gouveia, City Engineer

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council adopt a Resolution Authorizing the City Manager to Execute the Program Supplement Agreement No. F013 to Administering Agency-State Agreement No. 10-5256F15 for the Alley Paving Phase 2 Improvements: Federal Project No. CML-5256(019) and Authorizing the City Manager to Act on Behalf of the City of Livingston.

BACKGROUND:

In December 2018, the City applied for funds to pave two dirt alleyways, approximately 1,265 LF in total length. The existing alleys are located in a residential area near downtown Livingston and are used by residents, City Public Works Staff, and refuse collection. The existing alleys are unpaved and as they are accessed by vehicle traffic create large amounts of airborne dust. Additionally, the alleys require weed abatement to control seasonal growth.

DISCUSSION:

The City of Livingston has received Federal Congestion Mitigation Air Quality (CMAQ) funds for the Alley Paving Phase 1 Improvements project. The City has received the Authorization to Proceed with Preliminary Engineering and Caltrans has sent the Program Supplemental Agreement No. F013 for execution.

The State of California, acting through Caltrans, is administering the CMAQ funds. These funds will be paid to the City of Livingston pursuant to the provisions of the Administering Agency-State Agreement No. 10-5256F15. In order to receive funds for a specific project, the City must execute a supplemental agreement that identifies the specific project and any special conditions. The State requires the City to adopt a resolution that clearly identifies the project and the official authorized to execute the agreement. The attached resolution meets the requirements.

FISCAL IMPACT:

The project is funded by a combination of Federal and Local Funds. The total estimated cost for this phase of the project is \$64,591.00. Adoption of the proposed resolution secures \$57,182.00 of

Federal CMAQ funds with a required local match of \$7,409.00. The Local Match is being provided by the City from their local transportation funds.

There is no impact to the General Fund.

ATTACHMENTS:

1. Resolution authorizing the City Manager to execute a program supplemental agreement no. F013 to administering agency-state agreement no. 10-5256F15, for federal project no. CML-5256(019) alley paving phase 2 improvements.
2. Program Supplement Agreement No. F013

RESOLUTION NO. 2019-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROGRAM SUPPLEMENTAL
AGREEMENT NO. F013 TO ADMINISTERING AGENCY-STATE AGREEMENT NO. 10-
5256F15, FOR FEDERAL PROJECT NO. CML-5256(019)
ALLEY PAVING PHASE 2 IMPROVEMENTS**

WHEREAS, the City of Livingston, has received a request from the Department of Transportation to enter into a Program Supplement Agreement No. F013 to Master Agreement No. 10-5256F15 for Federal Project No. CML-5256(019); and

WHEREAS, the City of Livingston City Council does hereby accept and will comply with the special covenants or remarks set forth in the agreement; and

WHEREAS, the City of Livingston City Council appoints the City Manager as the designated City representatives to execute the Program Supplemental Agreement No. F013.

NOW, THEREFORE BE IT RESOLVED that the City of Livingston City Council hereby authorize the City Manager to execute said document.

Passed and adopted this 2nd day of July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I hereby certify that the forgoing is a true copy of a resolution of the City Council of the City of Livingston duly adopted at a regular meeting thereof held on the 2nd day of July, 2019.

Antonio Silva, City Clerk
of the City of Livingston

PROGRAM SUPPLEMENT NO. F013
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 10-5256F15

Adv Project ID **Date:** April 10, 2019
1019000108 **Location:** 10-MER-0-LVTN
Project Number: CML-5256(019)
E.A. Number:
Locode: 5256

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on _____ and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____ (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Located between Prusso and First Streets, connecting alleyways segments extending from B to D and D to F Streets

TYPE OF WORK: Paving dirt alleyways

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z003		LOCAL		OTHER
\$64,591.00	\$57,182.00		\$7,409.00		\$0.00

CITY OF LIVINGSTON

STATE OF CALIFORNIA

Department of Transportation

By _____

By _____

Title _____

Chief, Office of Project Implementation

Date _____

Division of Local Assistance

Attest _____

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jessamine Pelos

Date 4/16/2019

\$57,182.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1.
 - A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.
 - B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).
 - C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.
 - D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or \$40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends \$750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over \$5,000, construction contracts over \$10,000, or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.