



CITY COUNCIL SPECIAL WORKSHOP AND REGULAR MEETING AGENDA OCTOBER 1, 2019

WORKSHOP: 5:30 P.M. – 7:00 P.M.
REGULAR MEETING: 7:00 P.M.

Notice is hereby given that the City Council will hold a Regular Meeting on October 1, 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 agenda shall be as follows:

PROPERTY TAX SHARING AGREEMENT WORKSHOP

1. Property Tax Sharing Agreement between the City of Livingston and the County of Merced- Presentation, Brad Grant, Interim Finance Director.

REGULAR MEETING

CALL TO ORDER

Pledge of Allegiance.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

Next Resolution No.: 2019-63
Next Ordinance No.: 641

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Presentation by Rick Soria: Livingston Cachorros Soccer Club Presentation.

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.

2. Approval of Warrant Register Dated September 26, 2019.
3. Approval of Minutes of Meeting Held on August 20, 2019.
4. Approval of Minutes of Meeting Held on September 17, 2019.
5. Agreement with Revenue & Cost Specialists, LLC for Development Impact Fee Study and Annual Report.

DISCUSSION AND POTENTIAL ACTION ITEMS

6. Resolution Approving the Department of Forestry Fire Protection Agreement #7FG19062 for Services from the Date of the Last Signatory on Page 1 of the Agreement of June 30, 2020 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.
7. Resolution Approving a Property Tax Sharing Agreement between the City of Livingston and the County of Merced.

ADJOURNMENT

STAFF REPORT

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

MEETING DATE: October 1, 2019

PREPARED BY: Nancy Fuentes, Sr. Account Clerk

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Approve warrant register dated September 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:

September 5, 2019 – October 1, 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.....\$	424,433.46	#93749-93919
PAYROLL WARRANTS.....\$	308,043.12	#41235-41277
TOTAL WARRANTS.....\$	732,476.58	
TOTAL WIRE TRANSACTIOS.....\$		

ATTACHMENTS:

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

Accounts Payable

Checks by Date - Detail by Check Date

User: nfuentes
 Printed: 9/26/2019 12:02 PM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93794	AMEREXPR	American Express	09/12/2019	
	111-2018277	Safety equipment/ signs for station		461.21
	111-2293319	Safety equipment		6.60
	111-2748415	Safety equipment/signs for station		17.90
	111-7706991	Safety equipment/signs for station		8.95
	77013291	Banners for Sweet Potato		487.14
	77033835	Customized sign		121.20
	77033835	Customize sign		181.80
	77033835	Customized sign		181.80
	77033835	Customized sign		181.80
	77033835	Customized sign		101.00
	77033835	Customized sign		161.60
	77033835	Customized sign		140.94
	77033835	Customize sign		282.98
	77037062	Youth soccer sponsor		102.52
	9363	Cornhole boards for Brew Taste SPF Rec. Comr		135.89
	IM967DB81743	Beer Garden wristbands		76.95
	IM96A191E678	Beer garden wrist bands		43.89
Total for Check Number 93794:				2,694.17
93795	FAMILYSU	California State	09/12/2019	
	Held 09/07/19	200000000470014/FIPS Code 0600099 PR endi		1,484.30
	Held 09/7/2019	200000000434371 & 200000001251470 PR End		512.76
	Held 9/07/2019	Case 0993764321-01 Mejia PR ending 9/7/19		369.23
Total for Check Number 93795:				2,366.29
93796	citliv	City of Livingston	09/12/2019	
		EBT Tokens \$8.00 and WIC fruits & vegetables		19.00
Total for Check Number 93796:				19.00
93797	FerCovar 002	Fermin Covarrubias	09/12/2019	
		Cancelling Friday Night Coed Fall League not ei		419.50
Total for Check Number 93797:				419.50
93798	doras 1662	Dora's Fashions	09/12/2019	
		Sweet Potato Festival rentals for tables, chairs, c:		2,532.00
Total for Check Number 93798:				2,532.00
93799	ChrEsqui 001	Chris Esquibias	09/12/2019	
		Cancelling Friday Night Coed Fall League not ei		419.50
Total for Check Number 93799:				419.50
93800	Haugh	Robert Haugh	09/12/2019	
		Pro wrestling/ Lucha Libre for Sweet Potato Fest		1,600.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93800:	1,600.00
93801	JasLaCha 0001	Jason LaChance Radio Merced Remote Live per contract Sweet P	09/12/2019	100.00
			Total for Check Number 93801:	100.00
93802	oreillya 0000001311	O'Reilly Automotive Store Inc. Equipment Proposal # 7/9/19 (1 Rolling Jack Pa	09/12/2019	35.58
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		27.66
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		10.18
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		20.09
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		490.12
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		16.58
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		30.64
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		0.47
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		24.49
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		117.54
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		19.17
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		390.12
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		49.92
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		58.25
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		8.89
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		13.30
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		24.67
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		39.05
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		20.84
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		8.23
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		25.01
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		490.12
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		29.10
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		84.03
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		28.58
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		39.51
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		390.12
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		23.11
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		7.90
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		390.12
	0000001311	Equipment Proposal # 7/9/19 (1 Rolling Jack Pa		8.78
			Total for Check Number 93802:	2,922.17
			Total for 9/12/2019:	13,072.63
93803	BANKCARI AC001	Bank of America Business Card Bolts nuts for playground equipment	09/19/2019	233.26
	AC002	International trans fee		7.00
	DS001	National night out supplies for BBQ		113.25
	DS002	Dispatch to lobby speak through part replacemer		41.43
	DS003	National night out supplies for BBQ		21.56
	DS004	National night out supplies for BBQ		161.75
	DS005	Office Supplies		78.17
	DS006	Uniform cleaning captain		24.47
	DS007	Keyboard Replacements		229.71
	DS008	Dispatch Chair		215.74
	DS009	Lunch meeting with dos palos chief of police		73.24
	DS010	Animal control pet activity books		495.00
	DS011	Annual RIMS conference arevalo and soria		1,790.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	DS012	canopy for street fair		160.73
	DS013	POST Supervisory training kang		1,112.90
	HB001	Citrix system		676.85
	HB002	Flowers for Monica Cisneros		59.26
	HB003	Wires for registers upfront		10.20
	HB003	Wires for registers upfront		10.20
	HB004	Finance Director recruitment		300.00
	HB005	Finance Director recruitment		275.00
	HB006	Get well flowers for citys accountant		70.35
	JB001	Concession Soccer		277.77
	JB002	2019 Awards		420.61
	JB003	Rec Commission Bus trip		664.00
	JB004	SPF promo Facebook		2.75
	JB005	Day camp end of the reat		38.73
	JB006	Soccer Concessions		450.47
	JB007	Soccer Concessions		190.90
	JB008	Movie in the park		395.00
	JB009	Grower Vinyl		9.38
	JB009	comm Beer Mugs SPF		9.37
	JB010	Mon Night Adult Coed Summer Championship		176.90
	JB011	Friday Night Adult Coed Summer Championship		189.32
	JR001	Meeting with City Engineer		19.18
	JR002	Adm Meeting		17.46
	JR003	League of california cities conderence Maria Ba		458.43
	JR004	Green Lining Institute board Meeting		18.33
	JR005	Green Lining Institute board Meeting		20.00
	JR006	Green Lining Institute board Meeting		40.24
	JR007	Emerakd textile services meeting		14.70
	JR008	School Dist Rep Meeting		11.87
	MA001	Patrol Vehicle Window Replacement		125.00
	MA002	Imprinted Table Covers		445.11
	RC001	Yosemite Explorer detail meals		153.15
	RC002	Patches for jackets for bike unit		30.00
	RC003	SRO Truck		2,800.10
	RC004	Flight for succession planning course		127.98
	RC005	Succession planning course for Chief Chavez &		250.00
	RC006	Uniform cleaning Chief		13.44
	RC007	Lunch meeting with atwater		65.00
	TA001	Amazon Prime Fee		14.00
	TA002	Postage for State Report		8.20
	TA003	Waste water treatment training		199.99
	TA004	Wireless Mouse		2.49
	TA004	Wireless Mouse		2.50
	TA004	Wireless Mouse		2.00
	TA004	Wireless Mouse		3.00
	TA005	Wireless Keyboard		8.62
	TA005	Wireless Keyboard		10.77
	TA005	Wireless Keyboard		10.77
	TA005	Wireless Keyboard		12.93
	TA006	Ingersoll Rand 2850MAX-6		615.78
	TA007	Fred Warden Dog Station		267.97
	TA008	Amazon Prime Fee		14.00
			Total for Check Number 93803:	14,768.28
93804	BautisAn SPF2019	Antonio Bautista Radio Merced Remote Live per contact SPF 201	09/19/2019	100.00
			Total for Check Number 93804:	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93805	citylivg SPF2019	City of Livingston- Finance Dept Sweet Potato Festival 2019 Start up money	09/19/2019	5,000.00
Total for Check Number 93805:				5,000.00
93806	Cre8ive SPF2019	Cre8ive Entertainment Dj Services for Sweet Potato Festival Friday 09/	09/19/2019	900.00
Total for Check Number 93806:				900.00
93807	EstradaB SPF2019	Bernardo Estrada Face Painter For SPF	09/19/2019	250.00
Total for Check Number 93807:				250.00
93808	GENTRY1 SPF2019	Howard Gentry MC for Saturday night sweet potato festival	09/19/2019	200.00
Total for Check Number 93808:				200.00
93809	HammarM SPF2019	Mike Hammar Sweet Potato Festival Saturday Performance 09/	09/19/2019	800.00
Total for Check Number 93809:				800.00
93810	HuddCyn SPF2019	Cynthia Huddleston-Bennett Sweet Potato performance Saturday 09/21/2019	09/19/2019	800.00
Total for Check Number 93810:				800.00
93811	MERCNTY 004 004	Merced County Clerk ARCO am/pm Notice of Deter. Fish & Wildlife] ARCO am/pm Notice of Deter. Fish & Wildlife]	09/19/2019	50.00 2,354.75
Total for Check Number 93811:				2,404.75
93812	PareiraR SPF2019	Regan Pareira Camel Exhibit for 2019 Sweet Potato Festival F	09/19/2019	360.00
Total for Check Number 93812:				360.00
93813	ricardo SPF2019	Ricardo Cardenas Entertainment for Sunday Sweet Potato Festival	09/19/2019	1,200.00
Total for Check Number 93813:				1,200.00
93814	singhpar SPF2019	Param Deep Singh Vasda Punjabi Bhangra Acadamy Entertainment	09/19/2019	1,000.00
Total for Check Number 93814:				1,000.00
Total for 9/19/2019:				27,783.03
93815	ABLERIBB 187596	Able Ribbon Technology Inc. Toner Cartridge	10/01/2019	905.19
Total for Check Number 93815:				905.19
93816	abs 120411 120411	ABS Direct, Inc. Delinquent Notices for Sept 2019 Delinquent Notices for Sept 2019	10/01/2019	37.77 37.77

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	120411	Delinquent Notices for Sept 2019		37.76
			Total for Check Number 93816:	113.30
93817	SPRINGBR INV-ACC48066 INV-ACC48066 INV-ACC48066 INV-ACC48066 INV-ACC48180 INV-ACC48180 INV-ACC48180	ACCELA, INC. #774375 Spring Annual Maintance 09/29/2019- 09/28/2020 Spring Annual Maintance 09/29/2019- 09/28/2020 Spring Annual Maintance 09/29/2019- 09/28/2020 Spring Annual Maintance 09/29/2019- 09/28/2020 Civic pay with online bills and transaction fees Civic pay with online bills and transaction fees Civic pay with online bills and transaction fees	10/01/2019	10,584.50 10,584.50 10,584.50 10,584.50 402.33 402.33 402.34
			Total for Check Number 93817:	43,545.00
93818	ashby 2806	Adams Ashby Group, Inc. 16- CDBG Project waterline Aug 2019	10/01/2019	2,707.50
			Total for Check Number 93818:	2,707.50
93819	Agudiana 001	Diana Aguilar Park Deposit refund 09/14/2019 Memorial Park	10/01/2019	150.00
			Total for Check Number 93819:	150.00
93820	AguilaFa 001	Fabian Aguilar Park Deposit Refund Memorial Park 09/07/2019	10/01/2019	150.00
			Total for Check Number 93820:	150.00
93821	aguilfra 001	Francisco Aguilar Park Deposit Refund Max foster 09/07/2019	10/01/2019	150.00
			Total for Check Number 93821:	150.00
93822	ALHAMBR/ 14654651 0825 14654651 092219	Alhambra & Sierra Springs City Hall drinking water City Hall drinking water	10/01/2019	89.39 93.14
			Total for Check Number 93822:	182.53
93823	ALLWAYS 058145 058417	Allways Towing LLC Evidence Vehicle Towing Patrol Vehicle	10/01/2019	360.00 180.00
			Total for Check Number 93823:	540.00
93824	alvarezs 001	Sylvia Alvarez Park deposit refund Ark park 09/20/2019	10/01/2019	150.00
			Total for Check Number 93824:	150.00
93825	AFA	American Fidelity Assurance Company PR Batch 00021.09.2019 AFA After Tax PR Batch 00007.09.2019 AFA Pre Tax PR Batch 00007.09.2019 AFA After Tax PR Batch 00021.09.2019 AFA Pre Tax	10/01/2019 PR Batch 00021.09.2019 AFA PR Batch 00007.09.2019 AFA PR Batch 00007.09.2019 AFA PR Batch 00021.09.2019 AFA	1,310.16 535.04 1,310.16 535.04
			Total for Check Number 93825:	3,690.40
93826	AFAFLEX	American Fidelity Assurance Company PR Batch 00021.09.2019 Health FSA	10/01/2019 PR Batch 00021.09.2019 Hea	241.64

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93826:	241.64
93827	APPLE AA37361540 AA37361540 AA37361540	Apple Inc. iPad Wi-Fi 128 GB- Space Gray Ca Recycle Fee 2-Year AppleCare + for iPad/iPad Air/iPad mini	10/01/2019	2,149.61 25.00 295.00
			Total for Check Number 93827:	2,469.61
93828	calnet 000013553594	AT&T DOJ Connections	10/01/2019	246.49
			Total for Check Number 93828:	246.49
93829	AFSCME 009	AFSCME District Council 57 Attn: Finance Union Dues PR 09/7 & 09/21/2019	10/01/2019	719.68
			Total for Check Number 93829:	719.68
93830	Axon SI-1610217	Axon Enterprise, Inc. Taser Batteries	10/01/2019	515.05
			Total for Check Number 93830:	515.05
93831	UB*01847	KAMALJEET BAJWA Refund Check 106083-000, 2403 ZINFANDEL Refund Check 106083-000, 2403 ZINFANDEL Refund Check 106083-000, 2403 ZINFANDEL	10/01/2019	15.45 32.45 28.59
			Total for Check Number 93831:	76.49
93832	belkorp 519866 570150 573969	Belkorp Ag, LLC PD water pump on generator returned Washer screw bumper parts sewer dept Door Bumper for John Deere Backhoe	10/01/2019	-50.00 15.52 39.07
			Total for Check Number 93832:	4.59
93833	bsk A923022 A923169 A923719 A923791 A923882 A923883	BSK Associates UCMR4 Testing for all wells first payment Arsenic CA DWICPMS Quanti-Tray 2000 total coliform & e.coli TCP Low levels Arsenic CA DW ICPMS Lead/cooper rule package samples	10/01/2019	5,400.00 120.00 150.00 1,050.00 120.00 1,050.00
			Total for Check Number 93833:	7,890.00
93834	BSN 3906118741	BSN Sports, LLC Lil Guys bleachers parts	10/01/2019	257.92
			Total for Check Number 93834:	257.92
93835	CALJUST 400320	Calif. Dept of Justice Live Scans	10/01/2019	1,198.00
			Total for Check Number 93835:	1,198.00
93836	casmog 82269	California Smog & Repair A/C Services Vehicle fleet	10/01/2019	153.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93836:	153.29
93837	CALTRAFF 19477 19478 19480	Cal-Traffic 3 48'x48' open during signs 3 signs open for business main st 1 No thru truck traffic sign	10/01/2019	416.16 91.03 138.72
			Total for Check Number 93837:	645.91
93838	CVC 116894 116894	Central Valley Concrete Inc. Concrete 8th and Virginia Concrete 8th and Virginia	10/01/2019	477.60 584.81
			Total for Check Number 93838:	1,062.41
93839	CervMari 001	Maribel Cervantes Deposit Return for Pentecost Hall Rental 08/31/2	10/01/2019	250.00
			Total for Check Number 93839:	250.00
93840	charter 0085239090119	Charter Communications PD TV & Internet	10/01/2019	169.20
			Total for Check Number 93840:	169.20
93841	collinss 008	Collins & Schoettler Planning Consultants, Planning Consulting Aug 2019	10/01/2019	8,951.25
			Total for Check Number 93841:	8,951.25
93842	MOVING 192611077	ComTech21 Long distance PD	10/01/2019	38.64
			Total for Check Number 93842:	38.64
93843	Copware 84831	CopWare, Inc. Online legal sourcebook	10/01/2019	615.00
			Total for Check Number 93843:	615.00
93844	corelogi 81978490 81978490 81978490	CoreLogic Information Solution Geographic Package - Dec 2018 Geographic Package - Dec 2018 Geographic Package - Dec 2018	10/01/2019	66.66 66.67 66.67
			Total for Check Number 93844:	200.00
93845	CotAngel 001	Angel Cortes Park Deposit Refund 09/14/2019 Max foster	10/01/2019	150.00
			Total for Check Number 93845:	150.00
93846	COSTCO 000111861664387	Costco Wholesale Membership Costco Membership Baldevia & Soria	10/01/2019	180.00
			Total for Check Number 93846:	180.00
93847	CSJVRMAL RMA 2020-0105 RMA 2020-0105 RMA 2020-0105 RMA 2020-0105	CSJVRMA - Liability Pool Liability Annual premium 2019/2020 2nd C Pool Liability Annual premium 2019/2020 2nd C Pool Liability Annual premium 2019/2020 2nd C Pool Liability Annual premium 2019/2020 2nd C	10/01/2019	3,387.60 1,016.28 6,775.20 7,452.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	RMA 2020-0105	Pool Liability Annual premium 2019/2020 2nd C		3,387.60
	RMA 2020-0105	Pool Liability Annual premium 2019/2020 2nd C		6,775.20
	RMA 2020-0105	Pool Liability Annual premium 2019/2020 2nd C		5,081.40
Total for Check Number 93847:				33,876.00
93848	CSJVRMAW	CSJVRMA - Workcomp	10/01/2019	
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		1,179.28
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		91.41
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		24.93
	RMA 2020-0105	Property/high & low vehicle insurance		3.00
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		93.78
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		79.46
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		2.12
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		1,940.81
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		33.36
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		25.60
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		3,779.10
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		109.19
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		188.47
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		8.43
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		7.95
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		4.79
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		6.61
	RMA 2020-0105	Property/high & low vehicle insurance		8.00
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		1,456.98
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		1,626.35
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		28.93
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		484.37
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		1,243.22
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		60.17
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		70.24
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		15.16
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		50.53
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		80.92
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		8.25
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		68.30
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		101.97
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		92.02
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		23.96
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		337.75
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		1,767.26
	RMA 2020-0105	Property/high & low vehicle insurance		2.00
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		8,105.65
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		40,629.49
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		40.04
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		58.23
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		41.86
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		48.53
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		42.70
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		225.11
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		431.71
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		29.48
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		96.63
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		126.05
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		3,001.62
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		8.73
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		15.16
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		3,574.61
	RMA 2020-0105	Property/high & low vehicle insurance		1.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		3.03
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		4.31
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		74.00
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		96.87
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		6,759.92
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		2,585.98
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		138.49
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		33.97
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		4.19
	RMA 2020-0105	Worker's Compensation Insurance Annual Budget		142.97
			Total for Check Number 93848:	81,425.00
93849	DMVRenew 2019	Department of Motor Vehicles Dmv fees trailer VIN 4HXLS1226FC173122	10/01/2019	10.00
			Total for Check Number 93849:	10.00
93850	SANJOAQ 90016687 90016687 90020248 90020248 90020248 90020248 90020248 90020248 90023078 90023078	Ernest Packaging Solutions Bleach & latex Gloves for shop/lysol for dwwtp Bleach & latex Gloves for shop/lysol for dwwtp Can liners for all dept Can liners for all dept Can liners for all dept Can liners for all dept Can liners for all dept Can liners for all dept Mop & Wave Braket for shop/ Cromw Dispensei Mop & Wave Braket for shop/ Cromw Dispensei	10/01/2019	284.20 150.88 27.44 27.44 27.42 27.44 27.42 166.87 25.40
			Total for Check Number 93850:	791.95
93851	FergMode 1485344	Ferguson Waterworks Vinyl open hook sewer	10/01/2019	36.57
			Total for Check Number 93851:	36.57
93852	NEWACCES 118290586	First Communications, LLC Fire dept long distance phone 09/2019	10/01/2019	36.04
			Total for Check Number 93852:	36.04
93853	frontie2 0569Z005-S-1924	Frontier Communications Corp Frontier Co Radio Connection Fees 09/05-10/04	10/01/2019	151.32
			Total for Check Number 93853:	151.32
93854	GARZA 89615	Garza Tire & Wheel Inc. Wheel butts for fleet 03-31	10/01/2019	64.43
			Total for Check Number 93854:	64.43
93855	GreatAme 25396221	GreatAmerica Financial Svcs. Dannas lanier Printer	10/01/2019	95.31
			Total for Check Number 93855:	95.31
93856	GuillJua 001	Juan Guillen Park deposit return Ark Park 09/14/2019	10/01/2019	150.00
			Total for Check Number 93856:	150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93857	Hazelwoo 001	Robert Hazelwood August POST Supervisory Course in Dublin me	10/01/2019	418.26
			Total for Check Number 93857:	418.26
93858	Hewlett 600610444 600610444 600610444 600610444 600610444 600610444 600610444 600610444 600610444	Hewlett-Packard Financial Services Co. HP Computer Lease Water 10/14/2019-11/13/20 HP Computer Lease Public 10/14/2019-11/13/20 HP Computer Lease Recreation 10/14/2019-11/1 HP Computer Lease Garbage 10/14/2019-11/13/ HP Computer Lease CFD 10/14/2019-11/13/201 HP Computer Lease Admin10/14/2019-11/13/20 Hp computer lease sewer 10/14/2019-11/13/201 HP Computer Lease Police 10/14/2019-11/13/20 HP Computer Lease Building 10/14/2019-11/13/	10/01/2019	113.38 34.02 56.69 113.38 272.12 79.03 113.39 268.38 83.45
			Total for Check Number 93858:	1,133.84
93859	hilmarr 9696	Hilmar Ready Mix Rockery Crush rock for sewer	10/01/2019	850.00
			Total for Check Number 93859:	850.00
93860	HINDER 0031876-IN	Hinderliter De LLamas & Assoc. Contract services sales tax 3rd quarter 1 2019	10/01/2019	2,558.59
			Total for Check Number 93860:	2,558.59
93861	HOTSYS 65215 65215	Hotsy Pacific Inc. Equipment Purchase Equipment Purchase	10/01/2019	74.50 74.50
			Total for Check Number 93861:	149.00
93862	Imagesou 25AR976532 25AR976532 25AR976532 25AR976532 25AR976532 25AR976532 25AR976532 25AR976532 25AR976532 25AR991856 25AR991856 25AR991856 25AR991856 25AR991856 25AR991856 25AR991856 25AR991856 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422 25AR999422	Image Source Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 06/20/2019-07/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 07/20/2019-08/19/2 Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/ Copies ran for the month of 08/01/2019-08/31/	10/01/2019	1.35 1.82 16.90 1,351.72 32.44 202.76 16.90 16.90 7.95 7.95 0.87 2.12 1.59 241.69 7.95 609.56 37.90 37.90 37.90 37.90 37.90 37.90 37.90 37.90 37.90 37.90 37.90 37.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93862:	2,823.66
93863	interbat 80037290	Interstate Batteries Battery for PO9/PD vehicle	10/01/2019	138.87
			Total for Check Number 93863:	138.87
93864	jlanal 475950	J L Analytical Services Inc. Weekly & Monthly Lab testing 08/07/2019	10/01/2019	267.00
			Total for Check Number 93864:	267.00
93865	JOBS 1919014	Jobs Available Inc. Employment A- finance director	10/01/2019	429.00
			Total for Check Number 93865:	429.00
93866	SIMPLEX 21171946	Johnson Controls Fire Protection LP Fire Suppression Control	10/01/2019	3,597.60
			Total for Check Number 93866:	3,597.60
93867	UB*01848	CINDY CHA JOY C & C LLC Refund Check 110288-000, 1531 FIRST STREI Refund Check 110288-000, 1531 FIRST STREI	10/01/2019	88.71 186.29
			Total for Check Number 93867:	275.00
93868	kimbroke 111-2892522	Kevin Kimbro Work Boots Per MOU Reimbursement for Kevir	10/01/2019	0.04 0.06 0.43 0.56 1.06 0.44 0.19 0.39 0.91 20.00 0.10 0.62 1.20 0.52 1.26 0.66 1.08 0.11 0.32 170.00 0.05
			Total for Check Number 93868:	200.00
93869	language 9020101151	Language Line Services Translation services	10/01/2019	266.96
			Total for Check Number 93869:	266.96
93870	Liveinrot 001	Livingston Rotary Club Livingston Rotary Annual Crab Feed (4 Tickets)	10/01/2019	200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93870:	200.00
93871	MartinA1 001	Alejandro Martinez Park Deposit refund Arka Park 09/21/2019	10/01/2019	150.00
			Total for Check Number 93871:	150.00
93872	mercedco 1417 1497	Merced County Animal Control Animal Control Fees for 01/01/2018 to 03/31/20 Animal Control Fees for 10/1/2017 to 12/31/201	10/01/2019	4,250.00 4,490.00
			Total for Check Number 93872:	8,740.00
93873	MID	Merced Irrigation District	10/01/2019	
	00000070	City Electric 07/24/2019-08/22/2019		84.47
	00000070	City Electric 07/24/2019-08/22/2019		104.96
	00000070	City Electric 07/24/2019-08/22/2019		57.99
	00000070	City Electric 07/24/2019-08/22/2019		58.97
	00000070-54	Street light electric service		32.18
	00000070-54	Street light electric service		4,675.94
	00000070-54	Street light electric service		206.19
	00000070-54	Street light electric service		906.22
	00000070-54	Street light electric service		66.12
	00000070-54	Street light electric service		17.05
	00000070-54	Street light electric service		2,552.78
	00000070-54	Street light electric service		17.05
	00000070-54	Street light electric service		235.62
	00000070-54	Street light electric service		6.14
	00000070-54	Street light electric service		44.47
	00000070-54	Street light electric service		16.09
	00000070-54	Street light electric service		30.67
	00000070-54	Street light electric service		127.90
	00000070-54	Street light electric service		115.13
	00000070-54	Street light electric service		35.46
	00000070-54	Street light electric service		215.23
	00000070-54	Street light electric service		11.11
	00000070-54	Street light electric service		182.30
	00000070-54	Street light electric service		32.18
	00000070-54	Street light electric service		8.52
	00000070-54	Street light electric service		32.18
	00000070-54	Street light electric service		17.05
	00000070-54	Street light electric service		66.12
	00000070-54	Street light electric service		32.18
	00000070-54	Street light electric service		33.06
	00000070-54	Street light electric service		184.49
	00000070-54	Street light electric service		180.83
	00000070-54	Street light electric service		158.57
	00000070-54	Street light electric service		64.36
	00000070-54	Street light electric service		95.35
	00000070-54	Street light electric service		11,053.49
	00000070-54	Street light electric service		10,812.03
	00000070-54	Street light electric service		86.94
	00000070-54	Street light electric service		1,165.90
	00000070-54	Street light electric service		146.57
	00000070-54	Street light electric service		7,817.44
	00000070-54	Street light electric service		16.09
	00000070-54	Street light electric service		4,033.54
	00000070-54	Street light electric service		1,649.38
	00000070-54	Street light electric service		151.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0000070-54	Street light electric service		127.90
	0000070-54	Street light electric service		2,067.18
	0000070-54	Street light electric service		135.95
	0000070-54	Street light electric service		76.74
	0000070-54	Street light electric service		93.99
	0000070-54	Street light electric service		486.05
	0000070-54	Street light electric service		139.44
	0000070-54	Street light electric service		133.57
	0000070-54	Street light electric service		10.72
	0000070-54	Street light electric service		217.61
	0000070-54	Street light electric service		10.72
	0000070-54	Street light electric service		604.14
	0000070-54	Street light electric service		170.85
	0000070-54	Street light electric service		142.13
Total for Check Number 93873:				52,054.63
93874	MERCOMM 109192	Merced Pest Control Range Pest Control	10/01/2019	80.00
Total for Check Number 93874:				80.00
93875	metrouni 197518	Metro Uniform of Merced Bike patrol uniform	10/01/2019	145.46
Total for Check Number 93875:				145.46
93876	meyers	Meyers Nave	10/01/2019	
	2019070465	Professional Services rendered Throught July 31		9,557.64
	2019070465	Professional Services rendered Throught July 31		468.50
	2019070465	Professional Services rendered Throught July 31		3,653.60
	2019070465	Professional Services rendered Throught July 31		528.50
	2019070466	Professional Services rendered Throught July 31		3,442.88
	2019070467	Professional Services rendered Throught July 31		577.10
	2019070468	Professional Services rendered Throught July 31		1,880.97
	2019070468	Professional Services rendered Throught July 31		1,880.97
Total for Check Number 93876:				21,990.16
93877	midvalle	Mid Valley IT	10/01/2019	
	20201108	Strawberry Fields Monthly IT Service for the Mo		0.47
	20201108	Country Lane II Monthly IT Service for the Mon		24.68
	20201108	North Residential Monthly IT Service for the Mc		3.95
	20201108	Parkside-Forecast Monthly IT Service for the Mc		2.42
	20201108	North Commercial Monthly IT Service for the M		3.64
	20201108	Monte Cristo Monthly IT Service for the Month		1.45
	20201108	South Residential Monthly IT Service for the Mc		7.19
	20201108	Vinewood Est. Monthly IT Service for the Montl		0.62
	20201108	Bridgeport Village Monthly IT Service for the M		6.42
	20201108	Harvest Manor Monthly IT Service for the Mont		2.18
	20201108	Country Lance II Monthly IT Service for the Mo		2.08
	20201108	CFD Monthly IT Services for the Month		316.85
	20201108	Bridgeport Vill. Monthly IT Service for the Mo.		1.07
	20201108	Vinewood Estates II Monthly IT Serv. for the M		0.32
	20201108	Monte Cristo 2Monthly IT Services for the Mont		0.85
	20201108	La Tierra Monthly IT Service for the Month		9.61
	20201108	Bldg Monthly IT Services for the Month		414.51
	20201108	Sundance IV Monthly IT Service for the Month		4.97
	20201108	Police Monthly IT Services for the Month		3,005.24
	20201108	Sundance IV Monthly IT Service for the Month		1.27
	20201108	Planning Monthly IT Services for the Month		217.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	20201108	Kensington Park S Monthly IT Service for the M		0.76
	20201108	Country Roads Monthly IT Services for the Mon		0.39
	20201108	Country Lane I Monthly IT Service for the Mont		4.65
	20201108	Vintage West Monthly IT Service for the Month		4.86
	20201108	Vinewood Estates Monthly IT Service for the Mo		1.25
	20201108	Almond Glen Monthly IT Service for the Month		1.31
	20201108	Rec Monthly IT Services for the Month		507.77
	20201108	Sundance Monthly IT Service for the Month		4.06
	20201108	Somerset Monthly IT Service for the Month		11.48
	20201108	Parks Monthly IT Services for the Month		51.04
	20201108	Country Lane I Monthly IT Service for the Mont		0.74
	20201108	La Tierra Monthly IT Service for the Month		1.01
	20201108	Vinewood Est. II Monthly IT Service for the Mo		0.11
	20201108	Country Glen Monthly IT Services for the Montl		0.21
	20201108	Vintage West A Monthly IT Services for the Mon		0.21
	20201108	Devante Villas Monthly IT Service for the Montl		17.22
	20201108	Sewer Monthly IT Services for the Month		318.92
	20201108	Strawberry Field Monthly IT Service for the Mo.		0.08
	20201108	South Commercial Monthly IT Service for the M		0.11
	20201108	Parkside Forecast Monthly IT Service for the Mc		7.29
	20201108	Vintage West B Monthly IT Service for the Mont		1.24
	20201108	Water Monthly IT Services for the Month		937.22
	20201108	Sundance Monthly IT Service for the Month		2.31
	20201108	Monte Cristo II Monthly IT Service for the Mont		2.96
	20201108	Downtown Commercial Monthly IT Serv for the		0.25
	20201108	Adm Monthly IT Services for the Month		508.56
	20201108	Country Roads Monthly IT Service for the Mont		3.13
	20201108	Davante Villas Monthly IT Service for the Montl		2.03
	20201108	Kensington Pk S. Monthly IT Serv. for the Mo.		0.09
	20201108	Monte Cristo Monthly IT Services for the Month		0.83
	20201108	Country Glen Monthly IT Service for the Month		0.45
	20201108	Central Residential Monthly IT Serv. for the Mo		5.32
	20201108	Elec Official Monthly IT Services for the Month		706.18
	20201108	Somerset Monthly IT Service for the Month		1.71
	20201108	Garbage Monthly IT Services for the Month		366.84
			Total for Check Number 93877:	7,500.00
93878	MISSION	Mission Linen Supply	10/01/2019	
	509626918	City Hall Service 04/10/2019		64.34
	510564453	Uniform Service and Janitorial supplies 08/21/20		1.52
	510564453	Uniform Service and Janitorial supplies 08/21/20		3.94
	510564453	Uniform Service and Janitorial supplies 08/21/20		3.78
	510564453	Uniform Service and Janitorial supplies 08/21/20		20.61
	510564453	Uniform Service and Janitorial supplies 08/21/20		20.60
	510564453	Uniform Service and Janitorial supplies 08/21/20		20.60
	510564453	Uniform Service and Janitorial supplies 08/21/20		0.77
	510564453	Uniform Service and Janitorial supplies 08/21/20		1.51
	510622648	Uniform Service and Janitorial supplies 08/28/20		20.60
	510622648	Uniform Service and Janitorial supplies 08/28/20		1.51
	510622648	Uniform Service and Janitorial supplies 08/28/20		3.78
	510622648	Uniform Service and Janitorial supplies 08/28/20		20.60
	510622648	Uniform Service and Janitorial supplies 08/28/20		0.77
	510622648	Uniform Service and Janitorial supplies 08/28/20		20.62
	510622648	Uniform Service and Janitorial supplies 08/28/20		3.94
	510622648	Uniform Service and Janitorial supplies 08/28/20		1.51
	510622651	City Hall mat services 08/28/2019		58.48
	510622653	Council Chambers Mop & Mat 08/28/2019		26.85
	510622663	Senior center mop and mat 08/28/2019		23.18
	510671474	Towels & Mat LPD 09/04/2019		74.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	510671475	Fire Dept Towel Dust Mop and Mat	09/04/2019	79.52
	510715999	Senior center Mop and Mat	09/11/2019	23.18
Total for Check Number 93878:				496.44
93879	montevis 361330	Monte Vista Small Animal Hospital Vet fees	10/01/2019	334.52
	361418	Vet fees		219.28
	361424	Vet fees		381.12
Total for Check Number 93879:				934.92
93880	neofunds	Neofunds by Neopost	10/01/2019	
	Postage 0819	Postage for Aug 2019		403.90
	Postage 0819	Postage for Aug 2019		68.90
	Postage 0819	Postage for Aug 2019		68.90
	Postage 0819	Postage for Aug 2019		68.90
	Postage 0819	Postage for Aug 2019		68.90
	Postage 0819	Postage for Aug 2019		403.90
	Postage 0819	Postage for Aug 2019		68.90
	Postage 0819	Postage for Aug 2019		350.63
	Postage 0819	Postage for Aug 2019		33.90
	Postage 0819	Postage for Aug 2019		68.90
Total for Check Number 93880:				1,605.73
93881	Officede	Office Depot	10/01/2019	
	369032640001	Copy paper all dept		6.28
	369032640001	Copy paper all dept		18.85
	369032640001	Copy paper all dept		18.85
	369032640001	Copy paper all dept		18.85
	369032640001	Copy paper all dept		18.85
	369032640001	Copy paper all dept		18.86
	369032640001	cover booklets for finance		21.92
	369032640001	Copy paper all dept		6.28
	369032640001	Copy paper all dept		6.28
	369032640001	Receipt paper for recreation		16.69
	369044959001	Battery backup for jose		107.74
	370223658001	Office supplies for recreation		162.55
	370655483001	Back up battery for Mayras desk		107.74
	370655506001	adm/ finance office supplies		152.20
	371268599001	adm/ finance office supplies		114.47
	373222866001	Office supplies for Police dept		365.08
	377141797001	Rubberbands for billing		12.92
	377142864001	supplies for building		445.05
	377142864001	supplies for building		80.74
Total for Check Number 93881:				1,700.20
93882	OPERATE Clerical 0919	Operating Engineers Local #3 Clerical union dues 09/07 & 09/21	10/01/2019	360.00
Total for Check Number 93882:				360.00
93883	OPERATIN Mgt & Conf 0919	Operating Engineers Local #3 Mgt & Conf union PR 09/07 & 09/21	10/01/2019	427.00
Total for Check Number 93883:				427.00
93884	oreillya 3654-300954	O'Reilly Automotive Store Inc. oil filter for sewer and streets dept	10/01/2019	6.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3654-300954	oil filter for sewer and streets dept		6.56
	3654-301276	Tool box paint repair		0.44
	3654-301276	Tool box paint repair		0.41
	3654-301276	Tool box paint repair		0.41
	3654-301276	Tool box paint repair		0.84
	3654-301276	Tool box paint repair		0.36
	3654-301276	Tool box paint repair		0.03
	3654-301276	Tool box paint repair		0.31
	3654-301276	Tool box paint repair		0.10
	3654-301276	Tool box paint repair		0.02
	3654-301276	Tool box paint repair		0.11
	3654-301276	Tool box paint repair		0.56
	3654-301276	Tool box paint repair		0.26
	3654-301276	Tool box paint repair		0.13
	3654-301276	Tool box paint repair		0.45
	3654-301276	Tool box paint repair		0.33
	3654-301276	Tool box paint repair		1.51
	3654-301276	Tool box paint repair		0.61
	3654-301276	Tool box paint repair		1.01
	3654-301276	Tool box paint repair		0.01
	3654-301276	Tool box paint repair		0.26
	3654-301276	Tool box paint repair		0.04
	3654-301276	Tool box paint repair		0.04
	3654-301276	Tool box paint repair		0.64
	3654-301276	Tool box paint repair		2.17
	3654-301276	Tool box paint repair		0.18
	3654-301276	Tool box paint repair		0.07
	3654-301980	Return custom wrap invoice 3654-301972		-0.01
	3654-301980	Return custom wrap invoice 3654-301972		-0.06
	3654-301980	Return custom wrap invoice 3654-301972		-0.07
	3654-301980	Return custom wrap invoice 3654-301972		-0.09
	3654-301980	Return custom wrap invoice 3654-301972		-0.36
	3654-301980	Return custom wrap invoice 3654-301972		-0.03
	3654-301980	Return custom wrap invoice 3654-301972		-0.10
	3654-301980	Return custom wrap invoice 3654-301972		-0.06
	3654-301980	Return custom wrap invoice 3654-301972		-0.20
	3654-301980	Return custom wrap invoice 3654-301972		-0.52
	3654-301980	Return custom wrap invoice 3654-301972		-0.03
	3654-301980	Return custom wrap invoice 3654-301972		-0.03
	3654-301980	Return custom wrap invoice 3654-301972		-0.10
	3654-301980	Return custom wrap invoice 3654-301972		-0.22
	3654-301980	Return custom wrap invoice 3654-301972		-0.13
	3654-301980	Return custom wrap invoice 3654-301972		-0.08
	3654-301980	Return custom wrap invoice 3654-301972		-0.04
	3654-301980	Return custom wrap invoice 3654-301972		-0.01
	3654-301980	Return custom wrap invoice 3654-301972		-0.15
	3654-301980	Return custom wrap invoice 3654-301972		-0.01
	3654-301980	Return custom wrap invoice 3654-301972		-0.15
	3654-301980	Return custom wrap invoice 3654-301972		-0.01
	3654-301980	Return custom wrap invoice 3654-301972		-0.02
	3654-301980	Return custom wrap invoice 3654-301972		-0.01
	3654-301980	Return custom wrap invoice 3654-301972		-0.11
	3654-301980	Return custom wrap invoice 3654-301972		-0.10
	3654-302402	Rotar & brakes fleet 03-31		331.81
	3654-302418	Brakes for fleet 03-31		89.36
	3654-302433	wheel stop for fleet 03-31		8.21
	3654-302445	Wheel stud & nut for fleet 03-31		19.50
	3654-303099	oil filter for anthony's truck		4.18
	3654-303484	Exhaust fluid for boom truck		30.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93884:	504.93
93885	PGE 0154346521-3Aug	Pacific Gas & Electric Company Monthly Service for NE C/O Campbell Ave/ Ma	10/01/2019	7.39
			Total for Check Number 93885:	7.39
93886	UB*01849	TONYA PALMER Refund Check 109971-000, 405 EAST AVENU. Refund Check 109971-000, 405 EAST AVENU. Refund Check 109971-000, 405 EAST AVENU.	10/01/2019	46.13 24.93 52.36
			Total for Check Number 93886:	123.42
93887	PARAMOUN 1909-00723 1909-00724 1909-00726 1909-00729	Paramount Pest Control Inc. Pest Services 9/05 Pest Services 09/05 Pest Services 09/05 Pest Services Senior center 09/05	10/01/2019	37.00 37.00 37.00 36.00
			Total for Check Number 93887:	147.00
93888	pequenos 001	Pequenos Empresarios, Inc. Sponsor/Donation for Pequenos empresarios	10/01/2019	1,000.00
			Total for Check Number 93888:	1,000.00
93889	perajova 001 001	Jovanny Peralta Park Deposit Refund & electric Ark Park 09/07/ Park Deposit Refund Ark Park 09/07/2019	10/01/2019	15.00 150.00
			Total for Check Number 93889:	165.00
93890	PerEdel 001	Edelmira Perez Pentecost Hall Deposit Refund 08/24/2019	10/01/2019	250.00
			Total for Check Number 93890:	250.00
93891	PerezEdg 001	Edgar Perez Park Deposit Refund 09/15/2019 Ark Park	10/01/2019	150.00
			Total for Check Number 93891:	150.00
93892	village 009	Albert Pourkaldani Uniform Cleaning/Sergeants	10/01/2019	192.00
			Total for Check Number 93892:	192.00
93893	PREMIER	Premier Access Insurance Company PR Batch 00007.09.2019 Dental PR Batch 00007.09.2019 Den	10/01/2019	380.55
	Premier 0910	Admin charges for 09/10/2019		77.40
	Premier 0910	Admin charges for 09/10/2019		19.35
	Premier 0910	Admin charges for 09/10/2019		6.45
	Premier 0910	Admin charges for 09/10/2019		6.45
	Premier 0911	Dental claims 09/11/2019		5.75
	Premier 0911	Dental claims 09/11/2019		892.10
	Premier 0911	Dental claims 09/11/2019		61.51
	Premier 0911	Dental claims 09/11/2019		84.53
	Premier 0911	Dental claims 09/11/2019		73.03
	Premier 0911	Dental claims 09/11/2019		90.28
	Premier 0919	Claims 09/19/2019		0.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Premier 0919	Claims 09/19/2019		84.38
	Premier 0919	Claims 09/19/2019		1.41
	Premier 0919	Claims 09/19/2019		1.74
	Premier 0919	Claims 09/19/2019		2.24
	Premier 0919	Claims 09/19/2019		1.04
	Premier 0919	Claims 09/19/2019		0.91
	Premier 0919	Claims 09/19/2019		103.28
	Premier 0919	Claims 09/19/2019		0.12
	Premier 0919	Claims 09/19/2019		5.51
	Premier 0919	Claims 09/19/2019		0.50
	Premier 0919	Claims 09/19/2019		1.95
	Premier 0919	Claims 09/19/2019		3.85
	Premier 0919	Claims 09/19/2019		3.48
	Premier 0919	Claims 09/19/2019		1.45
	Premier 0919	Claims 09/19/2019		5.71
	Premier 0919	Claims 09/19/2019		1.66
	Premier 0919	Claims 09/19/2019		8.24
	Premier 0919	Claims 09/19/2019		400.00
	Premier 0919	Claims 09/19/2019		4.93
	Premier 0919	Claims 09/19/2019		2.53
	Premier 0919	Claims 09/19/2019		3.06
	Premier 0919	Claims 09/19/2019		2.53
	Premier 0919	Claims 09/19/2019		4.60
	Premier 0919	Claims 09/19/2019		1.74
	Premier 0919	Claims 09/19/2019		0.21
	Premier 0919	Claims 09/19/2019		0.70
	Premier 0919	Claims 09/19/2019		11.80
	Premier 0919	Claims 09/19/2019		0.50
	Premier 0919	Claims 09/19/2019		0.62
	Premier 0919	Claims 09/19/2019		0.37
	Premier 0919	Claims 09/19/2019		0.04
	Premier 0919	Claims 09/19/2019		0.21
	Premier 0919	Claims 09/19/2019		2.03
	Premier 0919	Claims 09/19/2019		0.25
	Premier 0919	Claims 09/19/2019		0.25
	Premier 0919	Claims 09/19/2019		2.98
	Premier 0919	Claims 09/19/2019		1.95
	Premier 0919	Claims 09/19/2019		202.15
	Premier 0919	Claims 09/19/2019		1.70
	Premier 0919	Claims 09/19/2019		105.08
	Premier 0919	Claims 09/19/2019		2.36
	Premier 0919	Claims 09/19/2019		4.80
	Premier 0919	Claims 09/19/2019		2.32
	Premier 0919	Claims 09/19/2019		0.58
	Premier 0919	Claims 09/19/2019		2.36
	Premier 0919	Claims 09/19/2019		1.90
	Premier 0919	Claims 09/19/2019		1.43
	Premier 0919	Claims 09/19/2019		1.66
	Premier 0919	Claims 09/19/2019		84.38
	Premier 0919	Claims 09/19/2019		3.44
				<hr/>
			Total for Check Number 93893:	2,780.50
93894	pricefor	Price Ford of Turlock	10/01/2019	
	22851	Throttle Body Replacement P-09 PD Veh		337.00
	77267	Kick Panel for P.04/PD Veh		47.94
	77380	motor Mounts PO3 Pd vehicle		175.34
				<hr/>
			Total for Check Number 93894:	560.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93895	ramire 009	Alvaro Ramirez Contract class karate September 2019	10/01/2019	229.00
Total for Check Number 93895:				229.00
93896	IKONFIN 102529473 102529473 102529473	Ricoh USA Inc. PW contract lease 08/12/2109-09/11/2019 PW contract lease 08/12/2109-09/11/2019 PW contract lease 08/12/2109-09/11/2019	10/01/2019	376.61 25.11 100.42
Total for Check Number 93896:				502.14
93897	roland 17114 17116	Jocelyn E. Roland, Ph.D., ABPP Dispach background brown Dispach background Peterson	10/01/2019	450.00 450.00
Total for Check Number 93897:				900.00
93898	workwell 09102019 09102019	Romeo Medical Clinic Inc. Pre-employment physical Hepatitis B Vaccine Arnold	10/01/2019	115.00 75.00
Total for Check Number 93898:				190.00
93899	SAFEGUAR 033709886 033709886 033709886 033709886	Safeguard Business Systems Inc Ap check Printing Ap check Printing Ap check Printing Ap check Printing	10/01/2019	172.73 172.72 172.72 172.72
Total for Check Number 93899:				690.89
93900	sjvapcd N134849 N134940	San Joaquin Valley APCD Permit to operate Generator Liv Cressey/ Nut tre Permit to operate Generator Lilac road	10/01/2019	143.00 290.00
Total for Check Number 93900:				433.00
93901	SHANNON 190807	Shannon Pump Company Inc. Tank site and repair booster pump #2	10/01/2019	999.89
Total for Check Number 93901:				999.89
93902	sharpen 302923 302923 302923	Sharpening Shop equipment purchased equipment purchased equipment purchased	10/01/2019	247.56 247.56 495.11
Total for Check Number 93902:				990.23
93903	shredit 8128097009 8128141398	Shred-it USA LLC Pd shredding 08/14/2019 City hall shredding services 09/10/2019	10/01/2019	145.98 170.12
Total for Check Number 93903:				316.10
93904	SW 25831 25831 25955 25955 25955	Silver & Wright LLP Code Enforcement 1524 Grapevine July 2019 Se Code Enforcement 1241 Fourth St July 2019 Se Code Enforcement 1524 grapevine August 2019 Code Enforcement 1241 Fourth St August 2019 Code Enforcement misc expenses August 2019	10/01/2019	6,937.30 6,156.38 1,133.70 8,822.40 1,238.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93904:	24,288.12
93905	UB*01850	MICHAEL SPERRY JR. Refund Check 109549-000, 864 SIXTH STREE Refund Check 109549-000, 864 SIXTH STREE Refund Check 109549-000, 864 SIXTH STREE	10/01/2019	16.01 33.62 29.62
			Total for Check Number 93905:	79.25
93906	STERLING 22432	Sterling Codifiers Inc. Supplemetn #10 Municipal Code	10/01/2019	97.00
			Total for Check Number 93906:	97.00
93907	targetsp PI1020552 PI1020552	Target Specialty Products DWWTP Pesticides for Ponds DWWTP Pesticides for Ponds	10/01/2019	217.11 217.10
			Total for Check Number 93907:	434.21
93908	TBA 1-355897-1	TBA Auto Parts 60 bags of premiem Absorbment & service charg	10/01/2019	615.41
			Total for Check Number 93908:	615.41
93909	TESCO 0068256-IN	Tesco Controls Inc. Tesco Programming water	10/01/2019	2,381.60
			Total for Check Number 93909:	2,381.60
93910	MODESTOB I04355511-0831	The Modesto Bee LC	10/01/2019	102.45
			Total for Check Number 93910:	102.45
93911	TRANSUNI 08906008 08906008 08906008	Trans Union LLC UB credit check 07-26-2019-08-25-2019 UB credit check 07-26-2019-08-25-2019 UB credit check07-26-2019-08-25-2019	10/01/2019	91.39 91.39 91.40
			Total for Check Number 93911:	274.18
93912	tucker 001	Joanna Tucker Park Deposit Refund Memorial Park 09/22/2019	10/01/2019	150.00
			Total for Check Number 93912:	150.00
93913	USBANK1 392976510 392976510 392976510 392976510 392976510 392976510 392976510	U.S. Bank Equipment Finance Copier Lease 08/15-09/15/2019 Copier Lease 08/15-09/15/2019 Copier Lease 08/15-09/15/2019 Copier Lease 08/15-09/15/2019 Copier Lease 08/15-09/15/2019 Copier Lease 08/15-09/15/2019 Copier Lease 08/15-09/15/2019	10/01/2019	114.21 114.21 114.21 114.21 114.21 114.21 114.21
			Total for Check Number 93913:	799.47
93914	VALLCOFF 017632 027609	Valley Coffee Water Water	10/01/2019	78.25 64.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 93914:	143.00
93915	VERIZON	Verizon Wireless	10/01/2019	
	9837115119	PD Phones and Modems Aug 02- Sept 1 2019		879.83
	9837115120	PD Modems Aug 02- Sept 1		380.18
			Total for Check Number 93915:	1,260.01
93916	breshear	W.H. Breshears, Inc.	10/01/2019	
	748639	Fuel 08/06/2019		0.37
	748639	Fuel 08/06/2019		2.42
	748639	Fuel 08/06/2019		0.99
	748639	Fuel 08/06/2019		6.00
	748639	Fuel 08/06/2019		0.72
	748639	Fuel 08/06/2019		71.56
	748639	Fuel 08/06/2019		0.11
	748639	Fuel 08/06/2019		0.10
	748639	Fuel 08/06/2019		0.08
	748639	Fuel 08/06/2019		0.35
	748639	Fuel 08/06/2019		0.21
	748639	Fuel 08/06/2019		0.31
	748639	Fuel 08/06/2019		0.62
	748639	Fuel 08/06/2019		2.34
	748639	Fuel 08/06/2019		0.20
	748639	Fuel 08/06/2019		0.92
	748639	Fuel 08/06/2019		1.21
	748639	Fuel 08/06/2019		633.21
	748639	Fuel 08/06/2019		23.00
	748639	Fuel 08/06/2019		32.67
	748639	Fuel 08/06/2019		0.51
	748639	Fuel 08/06/2019		12.13
	748639	Fuel 08/06/2019		4.19
	748639	Fuel 08/06/2019		0.29
	748639	Fuel 08/06/2019		1.07
	748639	Fuel 08/06/2019		1.13
	748639	Fuel 08/06/2019		0.02
	748639	Fuel 08/06/2019		1.20
	748639	Fuel 08/06/2019		2.03
	748639	Fuel 08/06/2019		0.18
	748639	Fuel 08/06/2019		0.85
	748639	Fuel 08/06/2019		1.77
	748639	Fuel 08/06/2019		2.32
	748639	Fuel 08/06/2019		0.06
	748639	Fuel 08/06/2019		0.11
	748639	Fuel 08/06/2019		2.09
	748639	Fuel 08/06/2019		1.01
	748639	Fuel 08/06/2019		16.14
	748639	Fuel 08/06/2019		0.85
	748639	Fuel 08/06/2019		0.10
	748639	Fuel 08/06/2019		2.79
	748639	Fuel 08/06/2019		0.83
	748639	Fuel 08/06/2019		0.73
	748639	Fuel 08/06/2019		86.05
	748639	Fuel 08/06/2019		1.56
	748639	Fuel 08/06/2019		0.74
	748639	Fuel 08/06/2019		1.68
	748639	Fuel 08/06/2019		1.25
	748639	Fuel 08/06/2019		1.74
	748639	Fuel 08/06/2019		1.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
748639		Fuel	08/06/2019	1.27
748639		Fuel	08/06/2019	10.05
748639		Fuel	08/06/2019	0.08
748686		Fuel	08/09/2019	0.14
748686		Fuel	08/09/2019	870.33
748686		Fuel	08/09/2019	3.18
748686		Fuel	08/09/2019	5.75
748686		Fuel	08/09/2019	3.84
748686		Fuel	08/09/2019	0.99
748686		Fuel	08/09/2019	1.39
748686		Fuel	08/09/2019	1.17
748686		Fuel	08/09/2019	0.42
748686		Fuel	08/09/2019	0.28
748686		Fuel	08/09/2019	1.48
748686		Fuel	08/09/2019	0.03
748686		Fuel	08/09/2019	13.82
748686		Fuel	08/09/2019	16.67
748686		Fuel	08/09/2019	1.64
748686		Fuel	08/09/2019	98.35
748686		Fuel	08/09/2019	2.44
748686		Fuel	08/09/2019	1.75
748686		Fuel	08/09/2019	0.27
748686		Fuel	08/09/2019	1.71
748686		Fuel	08/09/2019	3.33
748686		Fuel	08/09/2019	1.66
748686		Fuel	08/09/2019	1.01
748686		Fuel	08/09/2019	118.27
748686		Fuel	08/09/2019	0.14
748686		Fuel	08/09/2019	1.55
748686		Fuel	08/09/2019	0.15
748686		Fuel	08/09/2019	3.21
748686		Fuel	08/09/2019	2.36
748686		Fuel	08/09/2019	2.31
748686		Fuel	08/09/2019	8.25
748686		Fuel	08/09/2019	0.85
748686		Fuel	08/09/2019	22.18
748686		Fuel	08/09/2019	0.08
748686		Fuel	08/09/2019	0.16
748686		Fuel	08/09/2019	0.40
748686		Fuel	08/09/2019	2.14
748686		Fuel	08/09/2019	1.36
748686		Fuel	08/09/2019	1.17
748686		Fuel	08/09/2019	2.87
748686		Fuel	08/09/2019	0.49
748686		Fuel	08/09/2019	0.51
748686		Fuel	08/09/2019	1.27
748686		Fuel	08/09/2019	1.14
748686		Fuel	08/09/2019	31.61
748686		Fuel	08/09/2019	2.79
748686		Fuel	08/09/2019	0.25
748686		Fuel	08/09/2019	0.11
748686		Fuel	08/09/2019	1.56
748686		Fuel	08/09/2019	1.02
748686		Fuel	08/09/2019	0.70
748686		Fuel	08/09/2019	0.11
748686		Fuel	08/09/2019	44.90
748719		Fuel	08/13/2019	1.24
748719		Fuel	08/13/2019	776.65
748719		Fuel	08/13/2019	2.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
748719		Fuel 08/13/2019		1.53
748719		Fuel 08/13/2019		2.97
748719		Fuel 08/13/2019		0.13
748719		Fuel 08/13/2019		1.91
748719		Fuel 08/13/2019		0.13
748719		Fuel 08/13/2019		0.38
748719		Fuel 08/13/2019		0.23
748719		Fuel 08/13/2019		0.10
748719		Fuel 08/13/2019		1.39
748719		Fuel 08/13/2019		1.32
748719		Fuel 08/13/2019		2.06
748719		Fuel 08/13/2019		28.21
748719		Fuel 08/13/2019		0.10
748719		Fuel 08/13/2019		1.56
748719		Fuel 08/13/2019		5.13
748719		Fuel 08/13/2019		0.76
748719		Fuel 08/13/2019		12.33
748719		Fuel 08/13/2019		0.36
748719		Fuel 08/13/2019		1.47
748719		Fuel 08/13/2019		2.56
748719		Fuel 08/13/2019		7.36
748719		Fuel 08/13/2019		1.05
748719		Fuel 08/13/2019		2.49
748719		Fuel 08/13/2019		0.24
748719		Fuel 08/13/2019		0.91
748719		Fuel 08/13/2019		1.21
748719		Fuel 08/13/2019		2.87
748719		Fuel 08/13/2019		19.80
748719		Fuel 08/13/2019		1.39
748719		Fuel 08/13/2019		87.76
748719		Fuel 08/13/2019		1.13
748719		Fuel 08/13/2019		0.46
748719		Fuel 08/13/2019		105.54
748719		Fuel 08/13/2019		3.43
748719		Fuel 08/13/2019		2.03
748719		Fuel 08/13/2019		0.25
748719		Fuel 08/13/2019		1.48
748719		Fuel 08/13/2019		14.88
748719		Fuel 08/13/2019		0.88
748719		Fuel 08/13/2019		1.05
748719		Fuel 08/13/2019		0.63
748719		Fuel 08/13/2019		0.43
748719		Fuel 08/13/2019		0.07
748719		Fuel 08/13/2019		0.96
748719		Fuel 08/13/2019		2.84
748719		Fuel 08/13/2019		0.03
748719		Fuel 08/13/2019		40.07
748719		Fuel 08/13/2019		0.14
748719		Fuel 08/13/2019		0.13
748719		Fuel 08/13/2019		1.02
748769		Fuel 08/16/2019		2.42
748769		Fuel 08/16/2019		1.51
748769		Fuel 08/16/2019		102.45
748769		Fuel 08/16/2019		0.61
748769		Fuel 08/16/2019		0.22
748769		Fuel 08/16/2019		2.03
748769		Fuel 08/16/2019		19.22
748769		Fuel 08/16/2019		2.76
748769		Fuel 08/16/2019		0.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
748769		Fuel 08/16/2019		0.09
748769		Fuel 08/16/2019		2.11
748769		Fuel 08/16/2019		0.24
748769		Fuel 08/16/2019		0.74
748769		Fuel 08/16/2019		753.94
748769		Fuel 08/16/2019		2.00
748769		Fuel 08/16/2019		0.13
748769		Fuel 08/16/2019		3.33
748769		Fuel 08/16/2019		0.12
748769		Fuel 08/16/2019		27.38
748769		Fuel 08/16/2019		7.15
748769		Fuel 08/16/2019		0.14
748769		Fuel 08/16/2019		1.02
748769		Fuel 08/16/2019		0.44
748769		Fuel 08/16/2019		2.48
748769		Fuel 08/16/2019		85.20
748769		Fuel 08/16/2019		0.87
748769		Fuel 08/16/2019		0.42
748769		Fuel 08/16/2019		0.03
748769		Fuel 08/16/2019		38.90
748769		Fuel 08/16/2019		1.48
748769		Fuel 08/16/2019		11.97
748769		Fuel 08/16/2019		2.78
748769		Fuel 08/16/2019		0.86
748769		Fuel 08/16/2019		0.99
748769		Fuel 08/16/2019		4.99
748769		Fuel 08/16/2019		1.28
748769		Fuel 08/16/2019		0.35
748769		Fuel 08/16/2019		0.89
748769		Fuel 08/16/2019		1.35
748769		Fuel 08/16/2019		1.01
748769		Fuel 08/16/2019		0.07
748769		Fuel 08/16/2019		1.10
748769		Fuel 08/16/2019		1.20
748769		Fuel 08/16/2019		0.24
748769		Fuel 08/16/2019		1.35
748769		Fuel 08/16/2019		1.44
748769		Fuel 08/16/2019		0.37
748769		Fuel 08/16/2019		1.86
748769		Fuel 08/16/2019		14.45
748769		Fuel 08/16/2019		2.89
748769		Fuel 08/16/2019		1.18
748769		Fuel 08/16/2019		0.12
748769		Fuel 08/16/2019		1.42
748807		Fuel 08/20/2019		2.93
748807		Fuel 08/20/2019		0.10
748807		Fuel 08/20/2019		0.90
748807		Fuel 08/20/2019		0.45
748807		Fuel 08/20/2019		1.00
748807		Fuel 08/20/2019		1.03
748807		Fuel 08/20/2019		1.12
748807		Fuel 08/20/2019		0.03
748807		Fuel 08/20/2019		0.25
748807		Fuel 08/20/2019		2.04
748807		Fuel 08/20/2019		0.87
748807		Fuel 08/20/2019		86.65
748807		Fuel 08/20/2019		2.53
748807		Fuel 08/20/2019		766.79
748807		Fuel 08/20/2019		1.37

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
748807		Fuel 08/20/2019		0.09
748807		Fuel 08/20/2019		1.03
748807		Fuel 08/20/2019		1.38
748807		Fuel 08/20/2019		2.15
748807		Fuel 08/20/2019		0.75
748807		Fuel 08/20/2019		1.54
748807		Fuel 08/20/2019		2.46
748807		Fuel 08/20/2019		0.43
748807		Fuel 08/20/2019		5.07
748807		Fuel 08/20/2019		0.24
748807		Fuel 08/20/2019		39.56
748807		Fuel 08/20/2019		104.20
748807		Fuel 08/20/2019		1.89
748807		Fuel 08/20/2019		2.20
748807		Fuel 08/20/2019		1.45
748807		Fuel 08/20/2019		0.37
748807		Fuel 08/20/2019		0.62
748807		Fuel 08/20/2019		1.22
748807		Fuel 08/20/2019		19.55
748807		Fuel 08/20/2019		2.83
748807		Fuel 08/20/2019		0.13
748807		Fuel 08/20/2019		1.51
748807		Fuel 08/20/2019		0.07
748807		Fuel 08/20/2019		2.80
748807		Fuel 08/20/2019		3.38
748807		Fuel 08/20/2019		0.89
748807		Fuel 08/20/2019		1.30
748807		Fuel 08/20/2019		0.35
748807		Fuel 08/20/2019		12.17
748807		Fuel 08/20/2019		1.20
748807		Fuel 08/20/2019		1.46
748807		Fuel 08/20/2019		0.13
748807		Fuel 08/20/2019		0.14
748807		Fuel 08/20/2019		0.22
748807		Fuel 08/20/2019		27.85
748807		Fuel 08/20/2019		14.69
748807		Fuel 08/20/2019		0.13
748807		Fuel 08/20/2019		7.15
748851		Fuel 08/23/2019		2.21
748851		Fuel 08/20/2019		5.50
748851		Fuel 08/23/2019		0.81
748851		Fuel 08/20/2019		0.38
748851		Fuel 08/23/2019		2.33
748851		Fuel 08/20/2019		94.06
748851		Fuel 08/20/2019		0.10
748851		Fuel 08/20/2019		21.22
748851		Fuel 08/23/2019		3.07
748851		Fuel 08/20/2019		1.30
748851		Fuel 08/20/2019		1.50
748851		Fuel 08/23/2019		0.27
748851		Fuel 08/20/2019		0.24
748851		Fuel 08/23/2019		3.04
748851		Fuel 08/23/2019		1.21
748851		Fuel 08/20/2019		0.67
748851		Fuel 08/20/2019		15.95
748851		Fuel 08/23/2019		1.33
748851		Fuel 08/23/2019		0.14
748851		Fuel 08/23/2019		1.09
748851		Fuel 08/23/2019		0.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	748851	Fuel	08/23/2019	2.74
	748851	Fuel	08/20/2019	832.37
	748851	Fuel	08/23/2019	1.67
	748851	Fuel	08/23/2019	2.26
	748851	Fuel	08/20/2019	0.14
	748851	Fuel	08/23/2019	0.10
	748851	Fuel	08/20/2019	13.21
	748851	Fuel	08/23/2019	2.67
	748851	Fuel	08/20/2019	0.15
	748851	Fuel	08/20/2019	2.05
	748851	Fuel	08/20/2019	0.95
	748851	Fuel	08/20/2019	0.46
	748851	Fuel	08/23/2019	1.49
	748851	Fuel	08/20/2019	389.62
	748851	Fuel	08/23/2019	0.26
	748851	Fuel	08/23/2019	1.12
	748851	Fuel	08/20/2019	113.11
	748851	Fuel	08/20/2019	42.94
	748851	Fuel	08/20/2019	30.23
	748851	Fuel	08/23/2019	3.67
	748851	Fuel	08/23/2019	0.49
	748851	Fuel	08/20/2019	0.96
	748851	Fuel	08/23/2019	7.89
	748851	Fuel	08/23/2019	1.12
	748851	Fuel	08/23/2019	0.14
	748851	Fuel	08/23/2019	0.06
	748851	Fuel	08/23/2019	0.08
	748851	Fuel	08/23/2019	1.41
	748851	Fuel	08/23/2019	1.64
	748851	Fuel	08/23/2019	1.57
	748851	Fuel	08/20/2019	0.40
	748851	Fuel	08/23/2019	1.59
	748851	Fuel	08/23/2019	3.19
	748893	Fuel	08/27/2019	1.02
	748893	Fuel	08/27/2019	0.85
	748893	Fuel	08/27/2019	1.82
	748893	Fuel	08/27/2019	1.24
	748893	Fuel	08/27/2019	0.11
	748893	Fuel	08/27/2019	0.21
	748893	Fuel	08/27/2019	0.30
	748893	Fuel	08/27/2019	2.38
	748893	Fuel	08/27/2019	6.17
	748893	Fuel	08/27/2019	2.09
	748893	Fuel	08/27/2019	0.53
	748893	Fuel	08/27/2019	0.19
	748893	Fuel	08/27/2019	0.74
	748893	Fuel	08/27/2019	1.31
	748893	Fuel	08/27/2019	0.32
	748893	Fuel	08/27/2019	1.16
	748893	Fuel	08/27/2019	2.87
	748893	Fuel	08/27/2019	0.88
	748893	Fuel	08/27/2019	1.23
	748893	Fuel	08/27/2019	0.08
	748893	Fuel	08/27/2019	73.56
	748893	Fuel	08/27/2019	2.40
	748893	Fuel	08/27/2019	1.76
	748893	Fuel	08/27/2019	0.06
	748893	Fuel	08/27/2019	4.30
	748893	Fuel	08/27/2019	0.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
748893		Fuel 08/27/2019		23.64
748893		Fuel 08/27/2019		1.77
748893		Fuel 08/27/2019		16.59
748893		Fuel 08/27/2019		650.98
748893		Fuel 08/27/2019		1.60
748893		Fuel 08/27/2019		1.28
748893		Fuel 08/27/2019		2.49
748893		Fuel 08/27/2019		0.03
748893		Fuel 08/27/2019		88.46
748893		Fuel 08/27/2019		12.47
748893		Fuel 08/27/2019		304.71
748893		Fuel 08/27/2019		1.10
748893		Fuel 08/27/2019		0.36
748893		Fuel 08/27/2019		33.58
748893		Fuel 08/27/2019		10.33
748893		Fuel 08/27/2019		0.08
748893		Fuel 08/27/2019		1.04
748893		Fuel 08/27/2019		0.95
748893		Fuel 08/27/2019		2.14
748893		Fuel 08/27/2019		0.12
748893		Fuel 08/27/2019		0.76
748893		Fuel 08/27/2019		0.11
748893		Fuel 08/27/2019		0.64
748893		Fuel 08/27/2019		0.38
748893		Fuel 08/27/2019		0.11
748893		Fuel 08/27/2019		0.75
748893		Fuel 08/27/2019		0.88
748893		Fuel 08/27/2019		1.17
748944		Fuel 08/30/2019		127.54
748944		Fuel 08/30/2019		1.07
748944		Fuel 08/30/2019		938.53
748944		Fuel 08/30/2019		0.30
748944		Fuel 08/30/2019		3.09
748944		Fuel 08/30/2019		6.20
748944		Fuel 08/30/2019		0.12
748944		Fuel 08/30/2019		0.16
748944		Fuel 08/30/2019		1.68
748944		Fuel 08/30/2019		0.76
748944		Fuel 08/30/2019		1.85
748944		Fuel 08/30/2019		3.43
748944		Fuel 08/30/2019		0.15
748944		Fuel 08/30/2019		1.69
748944		Fuel 08/30/2019		34.09
748944		Fuel 08/30/2019		1.10
748944		Fuel 08/30/2019		1.23
748944		Fuel 08/30/2019		1.46
748944		Fuel 08/30/2019		0.09
748944		Fuel 08/30/2019		0.04
748944		Fuel 08/30/2019		1.77
748944		Fuel 08/30/2019		1.59
748944		Fuel 08/30/2019		2.49
748944		Fuel 08/30/2019		2.54
748944		Fuel 08/30/2019		0.55
748944		Fuel 08/30/2019		0.43
748944		Fuel 08/30/2019		3.01
748944		Fuel 08/30/2019		1.37
748944		Fuel 08/30/2019		0.52
748944		Fuel 08/30/2019		1.27
748944		Fuel 08/30/2019		106.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
748944		Fuel 08/30/2019		1.79
748944		Fuel 08/30/2019		8.90
748944		Fuel 08/30/2019		0.92
748944		Fuel 08/30/2019		4.14
748944		Fuel 08/30/2019		3.46
748944		Fuel 08/30/2019		0.12
748944		Fuel 08/30/2019		23.92
748944		Fuel 08/30/2019		2.63
748944		Fuel 08/30/2019		48.42
748944		Fuel 08/30/2019		1.26
748944		Fuel 08/30/2019		439.31
748944		Fuel 08/30/2019		17.98
748944		Fuel 08/30/2019		0.30
748944		Fuel 08/30/2019		1.88
748944		Fuel 08/30/2019		1.09
748944		Fuel 08/30/2019		3.59
748944		Fuel 08/30/2019		0.16
748944		Fuel 08/30/2019		0.46
748944		Fuel 08/30/2019		2.31
748944		Fuel 08/30/2019		1.50
748944		Fuel 08/30/2019		0.17
748944		Fuel 08/30/2019		0.27
748944		Fuel 08/30/2019		14.90
Total for Check Number 93916:				10,325.60
93917	WeaverRo 001	Rocio Weaver Park Deposit Refund Memorial Park 09/21/2019	10/01/2019	150.00
Total for Check Number 93917:				150.00
93918	wc3 219-08-155-01 219-08-155-06 219-08-155-E360	West Coast Code Consultants, Inc. Building Dept Services for Aug 2019 Plan reviews Aug 2019 Eprocess 360 Monthly Substcription	10/01/2019	21,000.00 4,081.33 800.00
Total for Check Number 93918:				25,881.33
93919	xerox 1757532 1757532 1757532 1757532 1757532 1757532 1757532 1757532 1757532 1757532	Xerox Financial Services Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease Danna and Copy room lease	10/01/2019	69.63 69.58 69.58 69.63 69.63 69.63 69.59 69.63 69.63 69.63 69.63
Total for Check Number 93919:				696.16
Total for 10/1/2019:				383,257.59
Report Total (126 checks):				424,113.25

Accounts Payable

Checks by Date - Detail by Check Date

User: nfuentes
Printed: 9/26/2019 12:02 PM



City of Livingston
1416 C Street
Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93749	FAMILYSU Held 8/30/19	California State 0999010753-01 PP ending 8/30/19	09/05/2019	133.11
Total for Check Number 93749:				133.11
93750	kirknick	Nick Kirk Computer purchase program	09/05/2019	187.10
Total for Check Number 93750:				187.10
Total for 9/5/2019:				320.21
Report Total (2 checks):				320.21



MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL AUGUST 20, 2019

A Closed Session/Regular Meeting of the Livingston City Council was held on August 20, 2019, in the City Council Chambers with Acting Mayor Garcia presiding.

CALL TO ORDER

Acting Mayor Garcia called the meeting to order at 6:05 p.m.

ROLL CALL

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

Acting Mayor Garcia opened and subsequently closed Citizen Comments at 6:05 p.m., as there were no comments from the public.

CLOSED SESSION

Acting Mayor Garcia opened the meeting for public comments at 6:07 p.m. There were no comments and the Council went into Closed Session immediately thereafter to discuss the following matters:

1. 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
OE3 - Clerical
AFSCME – Public Works and Parks Unit
All Represented and Unrepresented City Employees

2. Conference with Legal Counsel – Potential Litigation
(Government Code Section 54956.9(d)(2))
Number of Cases: 1

REGULAR MEETING

Acting Mayor Garcia called the meeting to order at 7:10 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

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

CLOSED SESSION ANNOUNCEMENTS

Closed Session will continue after the regular meeting of the City Council.

No reportable action was taken.

CHANGES TO THE AGENDA

City Attorney Sanchez shared that under citizen comments the description was taken out somehow and the heading for consent calendar items 2-10 was missing but council still can take all those items together.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. PowerPoint Presentation by John Ceccoli - 2019/2020 Merced County Regional Homeless Plan.

Presentation by John Ceccoli.

Council Member Aguilar asked about funding and if there was a specific agency taking the lead.

Mr. Ceccoli responded with yes and no, and gave a brief dialogue on access points.

Council Member Baptista asked about the enterprise center and the outreach, she asked for clarification.

Mr. Ceccoli shared that there are people there for “the at risk”, people that are still able to function but hit a rough spot.

Council Member Baptista also asked about veterans.

Mr. Ceccoli shared that there is a voucher system in place, he shared a detailed explanation on how the voucher system works.

Kathryn Schell Rodriquez, PO Box 163, Livingston asked if while going through this process will he be back to make another presentation. Also, she had been hearing that vouchers are being passed out and they are being used at the Motel 6 here in Livingston, how many are there and are they being used?

Mr. Ceccoli responded that they would like to come back and present again to the city council, this is a two-step process. They do have vouchers and do provide temporary homeless assistance up to 16 days. He added that he will have someone come back and talk about that at a later date.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

Supervisor Espinoza thanked Chief Chavez for taking him and his son on a tour of the police department. On August 28th the county will have an assembly to recognize Merced county health department at 2:00 pm. He also attended the ceremonial sidewalk for the future fire station in Los Banos, good event. MCAG meetings were cancelled last week due to other conflicts, the next meeting will be held in Gustine and will be discussing the composition of the board of directors. UC Merced had its second phase grand opening this past week. Also, he met with a water education professional and discussed the water issues throughout the state. The county sent a draft revenue sharing agreement to the city and there are minor issues so hopefully we can have those worked out and move forward.

City Staff Announcements and Reports.

Recreation Superintendent Benoit gave an update on soccer opening ceremonies, this Friday at 7:00 pm. This Thursday is their Recreation Commission meeting at 7:00 pm, and after that meeting they will be having their first Livingston teen advisory council meeting. She thanked Jose Moran and Clara for all their help. Sweet Potato Festival coming up, they are looking for volunteers and sponsors.

Council Member Aguilar asked if we were having any events with beer tasting.

Recreation Superintendent responded that yes they are having a new event this year, this event will help with raising money for the purchase of new baseball equipment.

Mayor Pro Tem Garcia asked where the open ceremonies will be held.

Recreation Superintendent Benoit shared those will be held at the Max Foster Sports Complex.

Chief Chavez presented an update on the Jr. Ranger program, they took about 60 kids to as many parks as they could. They partnered with the recreation group, they were able to take the kids to Yosemite Park and participate in their Jr. Ranger Program there. Also, officers are out on their bikes so be on the lookout for them around town. Update on National Night Out, it was a good turn out and thanked everyone who participated. The explorers have been busy, their last detail included helping out at Laguna Seca.

Public Works Superintendent Avina gave a presentation on the public works department activities; shared an update on the parks and LMD districts. The fire crew has also been assisting with the LMD districts as well which has been a benefit for the department. Update on park improvements, with benches, concrete, etc. He also shared they have recently hired a new full time employee, Jose Lara

who will be working within the water/wastewater department hiring Jose will be a big help within this department. He also shared an example of crack sealing, which takes place on our streets all around town.

Water/Wastewater Operator III Mejia gave an update on the wastewater plant. Explained the day to day tasks of the plant.

City Manager Announcements and Reports.

City Manager Ramirez reminded council and the public that we have been tag teaming with MCAG to authorize funding for the Hwy 99 northbound ramp widening. This did happen so there will be a ground breaking ceremony on October 29th at Motel 6 at 10:00 am. I hope the majority of the council can make it along with the public please try and come. Foster Farms has been decommissioning about 100 acres behind the wastewater plant now for about five years, they have drained the ponds and planted some crops to take out the nitrates. This process is taking a little longer, so we are still a few years out. He also shared that a job fair will coming up for Emerald Textiles to take applications and do interviews on August 23rd and September 6th. A Measure V update; looking at commercial development at Hammatt and Campbell, we were able to get about \$1 million to make improvements with this intersection. The first groundbreaking ceremony out there will be ARCO AM/PM, then a major truck stop coming in the new future.

Council Member Aguilar asked for an update on the electric car grant.

City Manager Ramirez shared that we applied for a grant under the Air Pollution Control District, currently we have been successful in the past. The last go around we received three vehicles.

Chief Chavez shared that we should be hearing something within the next month or so regarding the status of the grant.

Council Member Aguilar asked for an update on the roundabout and to give some history on where we are today.

City Manager Ramirez shared that back in 2012, we decided that we wanted to look at the entire city on where we can make improvements. We were successful with getting the norther chapter of new urbanist, a group of professionals that donated their time for a week. Everything was talked about and from there we got a grant, with that grant we hired an engineering firm tasked with looking at the areas for roundabouts. We only got sufficient funds for one roundabout which is taking place at Main and B Streets. The actual construction has started, we are trying to have the least disruption to business as possible.

City Council Members' Announcements and Reports.

Council Member Baptista shared that she volunteers for the Livingston Youth Football, she invited everyone to come out and watch their games from September 7th to October 5th.

Council Member Kang asked what time the games are.

Council Member Baptista responded that the games start at 1:00 pm, 3:00 pm, 5:00 pm, and 7:00 pm.

Council Member Aguilar reported that on September 19th at 3:00 pm will be the next MCAG meeting. He has been attending the parks and recreation commission meetings on Thursday. He thanked

Supervisor Espinoza for supporting our efforts and obtaining the \$1 million dollars from MCAG. He is also attending the national fire academy, he was accepted for the volunteer incentive program.

Council Member Kang no reports tonight.

Mayor's Announcements and Reports

Acting Mayor Garcia no reports tonight.

CITIZEN COMMENTS

Acting Mayor Garcia opened Citizen Comments at 8:37 p.m.

Raquel White, PO Box 8281, Fresno, CA; She shared that she is with Construction Force Account Council, she shared information on bidding thresholds and gave other options.

Acting Mayor Garcia closed Citizen Comments at 8:40 p.m., as there were no further comments.

CONSENT AGENDA

2. Approval of Warrant Register Dated August 6, 2019.
3. Approval of Warrant Register Dated August 15, 2019.
4. Denial of Claim for Damages from Salvino John Amaya.
5. Resolution Authorizing the City Manager to File a Regional Surface Transportation Program (RSTP) Estimated Exchange Fund Claim Form for Fiscal Year 2018/2019.
6. Resolution Approving the Annual Local Transportation Fund (LTF) Claim to be filed with the Merced County Association of Governments (MCAG) for Fiscal Year 2019/2020.
7. A Resolution of the City Council of the City of Livingston Approving a Three (3) Year Memorandum of Understanding between the City of Livingston and the Livingston Supervisory Employees Unit.
8. A Resolution of the City Council of the City of Livingston Approving a Three (3) Year Memorandum of Understanding Between the City of Livingston and the Livingston Management and Confidential Employees Association.
9. A Resolution of the City Council of the City of Livingston Approving a Three (3) Year Memorandum of Understanding between the City of Livingston and the AFSCME Local 2703, District Council 57 on Behalf of the Public Works and Parks Employees Unit.
10. A Resolution of the City Council of the City of Livingston Approving a Three (3) Year Memorandum of Understanding Between the City of Livingston and the Livingston Police Officers' Association Unit.

Motion: M/S Aguilar/Kang to approve the Consent Agenda items 2-9. The motion carried 4-0-1 by the following roll call vote:

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

Consent Item 10, Councilmember Kang recused himself at 8:44 p.m., before this item was discussed

Motion: M/S Aguilar/Baptista to approve the Consent Agenda item 10. The motion carried 3-0-1-1 by the following roll call vote:

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

Councilmember Kang returned after action was taken at 8:45 p.m.

DISCUSSION AND POTENTIAL ACTION ITEMS

11. Resolution of the City Council of the City of Livingston Approving a Three Year Contract with F & M Bank for Banking Services.

Interim Finance Director Grant presented item.

Council Member Baptista stated that WestAmerica was obtained in 2006 and Brad stated that every five years we are required to have an assessment, what happened five years ago.

Interim Finance Director Grant gave background information from County Bank leading up to West American Bank relationship.

Supervisor Espinoza stated that he didn't remember doing an RFP it was just always the bank that took over. He is a customer of F & M Bank for the past 20 years, he has gotten mortgage loans and auto loans, and they are one of the best in central valley. If the city decides to go with F & M you will be making the right call.

Donna Steffy, 1660 Sapphire Drive, Livingston shared that West American Bank is right across the street is this going to add any issues with real money as far as transporting it. Also she asked what is the possibility of having another bank in Livingston she thinks competition would be good.

City Manager Ramirez did add that F & M is looking at real estate here in town.

Interim Finance Director Grant shared that an armor car service will be used for cash and desktop depositing will be used for checks. A brief explanation on how that works.

Robert Baker, West America Bank stated that he was not sure what was discussed at the last meeting is exactly what was addressed in the letter that came to them. He was surprised that they are at this point again, he believed the big concern was the investment in Livingston and the citizens in Livingston and services provided to the citizens. Lengthy discussion on benefits provided to the citizens of Livingston.

Jay Colmnly, F & M Bank, introduction of his staff. Mr. Colmnly shared information about their proposal which is different from others. He talks about what he believes the city is looking for in their bank. Lengthy discussion.

Council Member Baptista asked if they have an intention of coming to Livingston.

Mr. Colemly shared that with their current locations that they have a gap and Livingston is an area where they have this gap therefore looking to close the gap. They are the largest agriculture bank, their areas range from Sacramento to Merced and they want to expand and they saw an opportunity to grow here in our community. He shared they have been assisting the Livingston Community Health Clinic. Mr. Colemly shared what the CRA rating was for West America Bank, lengthy discussion followed.

Robert Baker, West America Bank responded to Mr. Colemly's remarks. He wanted the citizens of Livingston to know that West America Bank is dedicated to their community. Brief discussion followed.

Jose Moran, 945 Parkview Drive Livingston asked what the potential of amount of fees is and income the potential bank is to make. What fees have we paid to the bank, and have we had any problems with the bank. Community investment act, how can we get some ideas or can they give some ideas on how to give back to the community.

Interim Finance Director Grant responded to the charges each month, they fluctuate depending on the deposits to how many checks are written. Currently we are charged around \$1300 per month.

City Manager Ramirez shared that our Mayor would have been here but couldn't because of family matters and he did share that his recommendation is for F & M Bank.

City Attorney Sanchez shared that on the resolution a slight amendment change in that the recommendation would now read the banking services agreement with F & M bank is approved in a form substantially attached hereto and now on #2 that the mayor and city manager are authorized to execute the banking services agreement in a form approved by the city attorney. If there is a motion just so that the changes are read into the record.

Motion: M/S Baptista/ to recommend making a decision at a later date.

Motion dies for a lack of a second.

Motion: M/S Aguilar/Garcia to adopt the Resolution No. 2019-53 of the City Council of the City of Livingston Approving a Three Year Contract with F & M Bank for Banking Services. The motion carried 3-1-1 by the following roll call vote:

AYES:	Council Members:	Kang, Garcia, and Aguilar
NOES:	Council Members:	Baptista
ABSENT:	Council Members:	Samra

12. Resolution Authorizing the City Manager to Execute an Out Of Boundary Service Agreement with Livingston Farmers Association for Water Services and Authoring the City to Submit an Out of Boundary Service Application to LAFCO for the Provision of

Potable Water from the City to the Eucalyptus Avenue Project (APNS 143-020-007-000 & 143-020-021-000).

City Manager Ramirez presents item.

Motion: M/S Aguilar/Baptista to adopt a Resolution No. 2019-54 authorizing the City Manager to execute an out of boundary service agreement with Livingston Farmers Association for water services and authoring the city to submit an out of boundary service application to LAFCO for the provision of potable water from the city to the Eucalyptus Avenue Project (APNS 143-020-007-000 & 143-020-021-000). The motion carried 4-0-1 by the following roll call vote:

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

13. Resolution Approving a Fire Suppression Services Liability Agreement between the City of Livingston and Merced County and Authorizing the City Manager to Execute the Agreement.

Council Member Aguilar recused himself due to the fact he is a volunteer fire fighter. He left the Council Chambers at 9:38 pm.

City Manager Ramirez presents item.

Jeremy Rahn, Division Chief for Merced County Fire shared that they have met on several occasions to update the agreement with city and the county. He is looking forward to updating the agreement.

City Manager Ramirez added that Mayor Samra has been very active on this item as well.

Motion: M/S Baptista/Kang to adopt a Resolution No. 2019-55 approving a fire suppression services liability agreement between the City of Livingston and Merced County and authorizing the city manager to execute the agreement. The motion carried 3-0-1 by the following roll call vote:

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

Council Member Aguilar returned after action was taken at 9:41 pm.

14. Resolution Approving an Amendment to an Agreement with Gouveia Engineering, Inc. to extend the Agreement for an additional three (3) years, and Authorizing the City Manager to Execute Amendment.

City Manager Ramirez presents item.

Motion: M/S Aguilar/Baptista to adopt a Resolution No. 2019-56 approving an amendment to an agreement with Gouveia Engineering, Inc. to extend the agreement for

an additional three (3) years, and authorizing the City Manager to execute amendment.
The motion carried 4-0-1 by the following roll call vote:

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

ADJOURNMENT

The city council reconvened to closed session at 9:43 pm.

The meeting was adjourned by consensus at approximately 10:12 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.



MEETING MINUTES

REGULAR MEETING LIVINGSTON CITY COUNCIL SEPTEMBER 17, 2019

A Regular Meeting of the Livingston City Council was held on September 17, 2019, in the City Council Chambers with Mayor Samra presiding.

REGULAR MEETING

Mayor Samra called the meeting to order at 7:04 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

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

CHANGES TO THE AGENDA

None.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Invocation by Police Chaplain Mike Outten.

Police Chaplain Mike Outten provided the invocation for the Police Department.

2. Presentation of Police Department Life Saving Award to Officer Thomas "TJ" Griffin by Chief Ruben Chavez.

Police Chief Chavez presented this item. He recognized Officer Thomas Griffin for saving the life of an opioid overdose victim in July. Mr. Griffin was presented with the Life Saving Award.

Officer Griffin thanked everyone for their support.

Mayor Samra congratulated the Police Department and Officer Griffin.

3. Presentation by Patricia Ramos Anderson, Partnership Specialist-Merced County, United States Census Bureau: 2020 Census Presentation.

Mayor Samra emphasized the importance of the census.

Patricia Ramos Anderson did a PowerPoint presentation on the 2020 Census. She noted that the census is essential for the re-appointment of congressional seats, State Redistricting of legislative boundaries, and funding. The distributed funds can be used towards schools, hospitals, clinics, public safety, and research. The census count will begin on March 12th. They will be doing the census counts by internet, phone and paper form and all answers will be protected.

Mayor Samra asked if the census limits the status of residency questions on their forms.

Patricia Ramos Anderson replied that since the census wants a precise count, they will count every person as long as they are here.

Mayor Samra noted that he wants people to understand that status does not matter.

Patricia Ramos Anderson informed every one of the job opportunities in the census.

City Manager Ramirez communicated to the council and community that the City will be working closely with Ms. Anderson. They will be providing her with office space so that she can make her rounds.

Patricia Ramos Anderson thanked the community for their support on the census.

County Supervisor Espinoza thanked Ms. Anderson. He also informed the public that Ms. Anderson is the first woman elected as an official in the Santa Nella Water District.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

County Supervisor Espinoza reported that the County approved the budget for six hundred and seventy-four million dollars. They are moving forward with projects and will be trying to get some streets fixed in Livingston. Moreover, he noted that he attended the NALEO Policy Institute on Emergency Response and Management.

Council Member Baptista asked about the money for the Veterans Hall.

County Supervisor Espinoza noted that the County is putting up fifteen million dollars to fix the air conditioners and other issues in the buildings. He stated that the Livingston's Veterans Hall was left out, but they will be re-evaluating it.

City Staff Announcements and Reports.

Police Chief Chavez reported that there was an incident at the Livingston Middle School yesterday. He noted that someone wrote threats on a bathroom wall. It was determined that there was no substantial threat, but they took it to the full extent to protect the students. He noted that they are still interviewing people. He believes it's a frivolous act and reassured the public that it is safe.

Mayor Samra asked Police Chief Chavez if he can provide an update on the game with the Fire Department.

Police Chief Chavez noted that it will be on October 12, 2019, at the Little Guys Park.

Council Member Baptista thanked the Police Department for keeping the community and events safe.

City Manager Ramirez noted that there was some communication that the individual who committed the frivolous act at the middle school has been booked under the 51/50. He asked what would be the ultimate punishment for someone in those circumstances.

Police Chief Chavez noted that they take into consideration the elements of the crime and the factors that contributed to the crime. He stated that the District Attorney makes the ultimate decision in what direction they want to go.

Clerk's Notes: Council Member Aguilar stepped out of the Council Chambers at 7:41 p.m. but returned at 7:55 p.m.

Public Works Director Anthony Chavarria gave a PowerPoint presentation regarding Public Works related activities. Director Chavarria reported that staff continues to trim, cut, spray the 26 LMD's and the ten parks they maintain. They have also installed two dog poop stations at the La Tierra subdivision landscape. He noted that the staff is working on expanding the play area footprint at Memorial Park to accommodate the new playground equipment. Moreover, he indicated that they will be replacing the pumps, control panel, safety hatch, and check the valves of the Walnut Lift Station.

Mayor Samra noted that a visitor complimented the City for their parks.

City Manager Ramirez asked Mr. Chavarria if he can provide an update on the fans that will be installed at Memorial Park.

Mr. Chavarria noted that they are in the process of scheduling the electrical work so that they can install the fans under the canopies.

Mayor Samra asked how much it cost to go through three (3) bids.

City Manager Ramirez noted that the City got three (3) bids averaging around seven thousand dollars.

Clerk's Notes: Council Member Aguilar stepped out of the Council Chambers at 8:12 p.m. but returned at 8:31 p.m.

Planning Director Hatch noted that the City continues to have growth and development in the residential subdivisions. The Beck Development and La Terra Development built all their lots and sold all their homes. He noted that they have a variety of residential projects that are going before the planning commission and will eventually come before the council.

City Manager Announcements and Reports.

City Manager Ramirez noted that he had a meeting with the Strategic Growth Council. The Strategic Growth Council has funds that can help with housing projects. Moreover, he indicated that he meet with the Governor this Friday to discuss electric aviation. Lastly, he talked about the AAA Truck Wash. He noted that the company is looking at having food grade truck washing, a sales component, and a truck repair element.

City Manager Ramirez stated the City will find out in December if they got the Proposition 68 grant. He noted that there will be another round of grant funding. They are planning to go to Sacramento to meet with the program managers. Lastly, he indicated that Emerald Textiles Services had to move their start date because they need to install PG&E meters.

Council Members' Announcements and Reports.

Council Member Baptista asked Mr. Chavarria if public works can meet with the council to discuss the demarcation area at Memorial Park where they have the Veterans Memorial. Moreover, she noted that there are specific dates throughout the year where people should showcase their flags. She would like the community to display their flags on those particular dates.

Council Member Aguilar noted that he will be attending the MCAG meeting this Thursday in Gustine. Moreover, he indicated that he attended the National Fire Academy to take the community risk reduction course. At the next council meeting, he will be doing a PowerPoint presentation on what he learned and how the community can benefit.

Mayor's Announcements and Reports

Mayor Samra suggested that the City look into the mind games for senior citizens. These games help people with dementia and Alzheimer's.

Parks and Recreation Superintendent Benoit announced that the Sweet Potato Festival will be next weekend. She noted that they are still looking for volunteers.

Mayor Samra asked if there is a list of the entertainment for the Sweet Potato Festival.

Parks and Recreation Superintendent Benoit said yes.

PUBLIC HEARINGS

4. Public Hearing- Resolution Adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program and Resolution Approving Site Plan and Design Review 2018-03 to Develop the ARCO Service Center Adjacent to and Southwest of the Intersection of Campbell Blvd with Hammatt Ave, Adjacent to State Route 99 at the Hammatt Ave Interchange (APN# 023-060-001), Livingston, CA.

Planning Director Hatch introduced this item.

Council Member Aguilar noted that it's a great project that will create jobs.

Council Member Baptista asked if they are anticipating a 24-hour service.

Planning Director Hatch replied that it depends on who goes.

Council Member Kang has concerns about truck parking. He asked if the trucks will have a time limit when parked at the fuel pumps.

Project Manager Veronica Vargas noted that usually the truck drivers get their food and continue their journey. She stated that the business is only a gas fueling station.

Council Member Kang noted that he is a truck driver and sees the trucks parked at the fuel pumps for up to 30 minutes. He indicated that it will become a problem, mainly because there will be two restaurants.

Veronica Vargas noted that once the project moves forward, they will commit to improving the parking situation.

Mayor Samra noted that it would be a great addition to the community. He asked about their timeline.

Veronica Vargas stated that they are hoping for early spring 2020.

Council Member Baptista asked if they are anticipating a 24-hour service like the ARCO stations.

Veronica Vargas stated that the restaurants will not be open 24 hours, but the ARCO and convenience store will.

Mayor Samra asked if it will depend on the occupancy of the restaurant for it to become a 24-hour service.

Veronica Vargas stated that it could.

Mayor Samra opened the Public Hearing at 8:41 p.m.

County Supervisor Rodriguez asked if the road in front of the building was going to be paved and if there will be a turning lane into the business.

Planning Director Hatch stated yes.

Clerk's Note: Council Member Kang stepped out of the Council Chambers at 8:44 p.m., but returned at 8:48 p.m.

City Manager Ramirez noted that they were getting some funds for the regional projects to make the full intersection improvement.

Council Member Aguilar asked when they anticipate starting the improvements on the intersection.

City Manager Ramirez noted that they are currently working with the applicant to move along with the drawings.

County Supervisor Espinoza asked how many electric stations they will be installing.

Planning Director Hatch noted that there will be two.

County Supervisor Rodriguez addressed the potential truck parking. He asked if the business will be built in one face.

Veronica Vargas noted that they intend to build it in one face.

Mayor Samra closed the Public Hearing at 8:48 p.m., as there were no further comments from the public.

Mayor Samra noted that there are other projects in this area that are more suitable for truck parking.

Motion M/S Baptista/Aguilar to adopt Resolution No. 2019-59, Adopting the Initial Study/Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program. The motion carried 5-0-0 by the following roll call vote:

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

Motion M/S Samra/Baptista to adopt Resolution No. 2019-60, Approving Site Plan and Design Review 2018-03 to Develop the ARCO Service Center Adjacent to and Southwest of the Intersection of Campbell Blvd with Hammatt Ave, Adjacent to State Route 99 at the Hammatt Ave Interchange (APN# 023-060-001), Livingston, CA. The motion carried 5-0-0 by the following roll call vote:

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

CITIZEN COMMENTS

Mayor Samra opened Citizen Comments at 8:52 p.m.

Nate Casillas noted that he is part of the tobacco prevention youth coalition with the California Health Collaborative. He said that their goal is to bring awareness of youth vaping.

Kristal noted that tobacco is a big problem nationwide and is affecting the Central Valley. She stated that 86.9 percent of all adult smokers started smoking at age 18. She believes that flavored products are the blame for the increase of e-cigarettes.

Daniella noted that the vaping issue has led to seven deaths by severe lung illnesses. Two out of seven deaths have been in California. The CDC reported that 380 cases of lung illnesses were associated with the use of e-cigarette products. She asked the council to protect the youth and would like to see more restrictions on the products.

Mayor Samra asked if they are looking to ban the flavor products, vaping products, or both.

Council Member Aguilar noted that their efforts are to educate the public and the council. They hope to get some support in the form of a resolution, policy, or regulation.

Mayor Samra asked if they have contacted Assembly Member Gray and Congressman Costa. A spokesperson for the youth coalition stated that they have met with them.

Mayor Samra asked for clarification of what they are requesting from the council.

A spokesperson for the youth coalition stated that they are not asking for anything; they are just bringing awareness.

Mayor Samra asked how the City can help them get their message out.

Council Member Aguilar noted that he has met with the tobacco prevention youth coalition. He said that there are many ways they can support them, for example, by bringing a workshop to educate the public.

Mayor Samra noted that they will do everything they can to help them.

County Supervisor Rodriguez thanked the youth for giving their presentation.

Council Member Baptista commended the youth for bringing up the issue. She informed them that she will support them in any way needed.

Council Member Aguilar commended the youth advisors for working with the kids.

Mayor Samra told them to let them know how they can help.

Jose Moran, 945 Parkview Dr., thanked the Mayor for bringing up the senior citizen mind game ideas. Moreover, he noted that he supports the provisions on the sale of vaping flavor tobacco and e-cigarettes. He pointed out that flavor tobacco and e-cigarettes have become an epidemic in the community and all over the country. He would like the council to give direction for an emergency ordinance to prohibit the sale of the products in the city.

Mayor Samra closed Citizen Comments at 9:06 p.m., as there were no further comments from the public.

CONSENT AGENDA

5. Approval of Warrant Register Dated September 12, 2019
6. Approval of Minutes of Meeting Held on July 30, 2019.
7. Approval of Minutes of Meeting Held on September 3, 2019.
8. A Resolution of the City Council of the City of Livingston Approving a Three (3) Year Memorandum of Understanding between the City of Livingston and the Clerical Employees Association on behalf of the Clerical Employees Unit.

Motion: M/S Aguilar/Baptista to approve the Consent Agenda. The motion carried 5-0-0 by the following roll call vote:

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

DISCUSSION AND POTENTIAL ACTION ITEMS

9. Resolution to Transfer Funds from the General Fund to the Recreation Fund to Cover Budget Shortfall for the 2018-2019 Budget Year.

Parks and Recreation Superintendent Benoit introduced this item.
Mayor Pro-Tem Garcia asked how the account became negative throughout the year.

Parks and Recreation Superintendent Benoit noted that this is the first year that they are independently standing. They are no longer a part of the general fund. She is hoping to do something to help the costs this next year. She will bring some information on raising fees. She also noted that the minimum wage has gone up and has impacted their programs. Moreover, she pointed out that a little over twelve thousand dollars of their deficit is from PERS and insurance.

City Manager Ramirez noted that the City is trying to separate the departments so that they can be their funds. They will continue to subsidize that department with the general fund money but is looking at other ways to generate more funds. He noted that they will need to make the hard decision of deciding which programs need to be eliminated.

Mayor Pro-Tem Garcia noted that he was making sure that there was a plan in place.

Council Member Baptista noted that without the department, the community would not have the events they provide for free. She stated that it would be ashamed if they cut any of the programs that they provide to the youth and senior citizens.

Council Member Aguilar commended the Parks and Recreation staff and commissioners for working on so many different programs. The programs allow the children to be involved and get out of trouble. He hopes that someday the City gets someone to do grant writing so that they can take advantage of the many grants out there.

Mayor Samra noted that recreation has never paid for itself. He believes that the City comes ahead by the services they provide to the youth.

Mayor Samra opened public comment at 9:17 a.m.

Jose Moran, 945 Parkview Dr., noted that the recreation programs are needed for the kids and community.

Katherine Shell-Rodriguez, P.O. Box 163, noted that recreation's financial issue is not a new. She stated that the recreation department is in charge of more than just sports and activities for the children. She noted that recreation is getting hit with the expenses of the 4th of July event and the Sweet Potato Festival. She stated that she does not mind the City investing in the events, but those events are affecting the recreation department's budget.

Mayor Samra closed public comment at 9:17 a.m., as there were no further comments from the public.

Motion: M/S Baptista/Kang to approve Resolution No. 2019-62, Resolution to Transfer Funds from the General Fund to the Recreation Fund to Cover Budget Shortfall for the 2018-2019 Budget Year. The motion carried 5-0-0 by the following roll call vote:

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

10. Resolution Approving a Property Tax Sharing Agreement between the City of Livingston and the County of Merced.

Mayor Pro-Tem Garcia noted that he works for the Merced County Sheriff Department. He stated that by the recommendation of the FPPC, he can vote on this item.

Council Member Aguilar noted that he is employed by the Merced County Human Services Agency and is a volunteer Firefighter. He stated that his compensation is not affected. Moreover, he noted that he has no financial impact on this item.

Mayor Samra noted that there is no conflict of interest by any of the council members.

Interim Finance Director Grant introduced this item.

Mayor Samra noted that he had the opportunity to negotiate the original agreement that was canceled in 2006. He stated that he and Mr. Aguilar have worked on this agreement for many months to get the best deal. Mayor Samra believes that they fought hard for the community and City. Moreover, he noted that the ERAF is an excellent benefit to Livingston. Mayor Samra stated that the ERAF offsets some of the sales tax that the City will be sharing with the County. Lastly, he noted that the agreement was done because Livingston needs a long term guarantee that they can work on the general plan and get things done.

Council Member Kang noted that he would like a workshop on the item so that he can understand it before he makes his decision.

Mayor Pro-Tem Garcia has concerns with the City sharing the sales tax and property tax with the County. He noted that he would like to have a workshop on this item so that the public and he are more educated on what they are voting. Moreover, he asked Mr. Grant if he can explain the ERAF.

Interim Finance Director Grant noted that the state directs specified amounts of City property taxes to be deposited into the ERAF (educational revenue augmentation funds) to support schools.

Mayor Pro-Tem Garcia recommends that they continue the item and do a few workshops so that he can better understand it.

Council Member Aguilar asked if it's a possibility to do a workshop.

Mayor Samra noted that he is not sure if he wants to wait two months for a workshop.

Mayor Pro-Tem Garcia asked if there is a time limit for this item.

Mayor Samra suggested having the workshop next Tuesday.

Council Member Aguilar asked if that was enough time for staff to prepare.

Mayor Pro-Tem Garcia stated that one workshop will not work.

Mayor Samra stated that he does not see the purpose of waiting months on end.

Mayor Pro-Tem Garcia noted that he would like the residents to get an opportunity to make it to the workshops. He stated that if they have two workshops, the residents have the chance to show up to one of them.

Mayor Samra replied that he would like to set up a workshop soon.

Council Member Baptista agreed with Mayor Samra. She noted that if the citizens are worried about their tax money, they will make time.

Council Member Aguilar stated that he understands the importance of having a workshop. He feels that everyone should have a better understanding. He noted that he wants to be fair with staff and give them enough time to prepare.

Mayor Samra noted that it's a ten-page document and if anyone was interested they would have read the ten-page document. Moreover, he stated that he would like to set up a workshop for the 24th of September.

Interim Finance Director Grant noted that he can work on it tomorrow.

Council Member Kang asked if it can be scheduled for October 1st before the council meeting.

Interim Finance Director Grant stated that whatever day they pick they will make it work, but September 24th would be a little tight.

Mayor Samra asked if they want a workshop before the council meeting.

Mayor Pro-Tem Garcia asked if they can bring this item back on October 15th.

Mayor Samra stated that he does not want to wait that long.

Mayor Pro-Tem Garcia asked why it's such an urgency.

Mayor Samra stated that the council and residents had the opportunity to ask questions two weeks ago. He noted that he would like this item to be heard on September 24th.

Mayor Pro-Tem Garcia stated that he is unable to make it on September 24th because he has training for law enforcement.

Mayor Samra asked if September 25th would work for him.

Mayor Pro-Tem Garcia stated that he couldn't commit to September 25th at the moment.

Council Member Aguilar asked if they want to do the workshop at the next council meeting.

Mayor Pro-Tem Garcia asked if they can take citizen comments before they set a date.

Mayor Samra opened public comment at 9:52 p.m.

Katherine Shell-Rodriguez, P.O. Box 163, noted that this item was on the agenda before and it was postponed to this meeting because some people could not be in attendance. She stated that there has been time to digest and ask questions regarding this item. Moreover, she said that if they are confident that this agreement is the best deal that the City will get from the county, then they need to make a decision. She stated that if they don't understand and need a workshop, then they should choose a date.

County Supervisor Espinoza noted that in his opinion there is no hurry. He feels that the new council members need advice on the agreement because it's very complicated. Moreover, he said that if Mr. Grant provides the specifics of the agreement, the council can make the best decision.

Mayor Samra closed public comment at 9:59 p.m., as there were no further comments from the public.

Mayor Samra stated that they can do the workshop on October 1st at 5:30 p.m. He noted that there will be no closed session that day.

Motion: M/S Garcia/Kang to move the item to the next meeting on October 1, 2019, at 5:30 p.m. The motion carried 5-0-0 by the following roll call vote:

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

ADJOURNMENT

The meeting was adjourned by consensus at approximately 10:00 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: Agreement with Revenue & Cost Specialists, LLC for Development Impact Fee Study and Annual Report

MEETING DATES: October 1, 2019

PREPARED BY: Brad Grant – Interim Finance Director

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council approve Resolution No. _____ 2019 A Resolution of the City Council of the City of Livingston Approving a Contract With Revenue & Cost Specialists, LLC for Development Impact Fee Study and Annual Report.

BACKGROUND:

Cities often charge fees on new development to mitigate the impact of development activity. These fees are commonly known as development impact fees (DIFS).

The legal requirements for enactment of a development impact fee program are set forth in Government Code 66000-66025 (the “Mitigation Fee Act”), the bulk of which was adopted as 1987’s AB 1600 and thus commonly referred to as “AB 1600 requirements”.

Government Code Section 66006(b) defines the specific reporting requirements for local agencies that impose AB 1600 DIFS on new development. Annually, for each separate fund established for the collection and expenditure of DIFS, the local agency shall, within 180 days after the last day of each fiscal year, make available to the public financial information for the most recent fiscal year.

In addition Government Code Section 66001 (d) requires for the fifth fiscal year following the first deposit into the fund and every five years thereafter, the local agency shall make additional findings with respect to that portion of the fund unexpended, whether committed or uncommitted. Several of these findings are: identify the purpose to which the fee is to be put, demonstrate a reasonable relationship between the fee and purpose for which it is charged and designate the approximate dates on which the funding is expected to be deposited into the appropriate account or fund.

DISCUSSION:

The City of Livingston charges DIFS on new development and in order to comply with the requirements of the Government Code Sections a Request For Proposal was sent out to six

consultants who provide the work required. The following three firms responded: Revenue & Cost Specialists, LLC, DTA and Willdan. The City Manager, Interim Finance Director, City Engineer representative, Public Works Director, Planning Director and citizen Katherine Schell were involved in interviews and the evaluation criteria included the following:

- The experience and past performance of the Proposer and its agents, employees, and sub-consultants in completing projects of a similar type, size and complexity.
- The feasibility of the proposal based upon the performance and cost schedules, and the methodology to be used by the Proposer.
- Proposer’s understanding of the work to be completed based upon the clarity of the proposal and responsiveness to this Request for Proposals.
- Proposer’s proposed language for the Professional Services agreement.

Upon completion of interviews and applying evaluation criteria staff recommends a contract for Development Impact Fee Study and Annual Report be awarded to Revenue & Cost Specialists, LLC.

FISCAL IMPACT:

Costs for Development Impact Study and Annual Report will be paid from appropriations contained in Development Impact Fee Funds. There is no impact on the General Fund.

ATTACHMENTS:

1. Resolution
2. Revenue & Cost Specialists, LLC Contract
3. Revenue & Cost Specialists, LLC Proposal

RESOLUTION NO. 2019 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING A CONTRACT WITH REVENUE & COST SPECIALISTS, LLC FOR
DEVELOPMENT IMPACT FEE STUDY AND ANNUAL REPORT**

WHEREAS, the City of Livingston charges Development Impact Fees on new development;
and

WHEREAS, Government Code Section 66000 et al defines specific requirements for
municipalities that impose development impact fees on new development; and

WHEREAS, the City of Livingston wants to comply with specific requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
LIVINGSTON AS FOLLOWS:**

1. Contract with Revenue & Cost Specialists, LLC is approved for Development Impact Fee Study and Annual Report.

Passed and adopted this 1st day of October 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 1st day of October 2019.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

AGREEMENT FOR SERVICES

BETWEEN

CITY OF LIVINGSTON AND REVENUE & COST SPECIALISTS, LLC

THIS AGREEMENT, made and entered into this 1st day of OCTOBER, 2019, by and between CITY OF LIVINGSTON, a municipal corporation, sometimes hereinafter referred to as CITY, and Revenue & Cost Specialists, LLC, sometimes hereinafter referred to as SERVICE PROVIDER,

WITNESSETH:

WHEREAS, CITY is in need of the professional services. Revenue & Cost Specialists, LLC is desirous of providing said services;

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto do mutually agree as follows:

1. Scope of Services.

SERVICE PROVIDER agrees to provide to CITY at its own cost and expense when requested by CITY those services set forth on Exhibit A attached hereto and made a part hereof.

2. Compensation for Services.

CITY agrees to pay SERVICE PROVIDER for all services rendered under the Scope of Services. SERVICE PROVIDER shall submit invoices to the Director of Finance and Administrative Services for approval prior to authorization of payment. The total compensation under this Agreement shall not exceed \$ 29,730.

Payments on approved invoices shall be made within thirty (30) days of receipt and approval of said invoice by the Director of Finance or Senior Accountant.

3. Independent Contractor.

It is expressly understood and agreed that SERVICE PROVIDER has been retained, at its request, as an independent contractor, as distinguished from an employee or agent of CITY to perform the aforementioned services. SERVICE PROVIDER acknowledges the independent contractor relationship and releases CITY from any liability or obligation to make deductions or withholding from his compensation in respect to unemployment, income taxes, disability, social security, health or pension matters.

SERVICE PROVIDER acknowledges his independent contractor's status in performing said services, and agrees to bear the risk of property damage or loss to any property arising out of the work site, the place to work, or the duties bestowed upon SERVICE PROVIDER pursuant to this Agreement, and does hereby release CITY, its officers and personnel from any liability to SERVICE PROVIDER for any loss or damage thereby incurred, except where said loss or damage was caused by CITY.

In the performance of this agreement, SERVICE PROVIDER shall comply with all applicable provisions of the California Fair Employment Practices Act (California Labor Code Sections (410 et seq.) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e 217), whichever is more restrictive.

4. Termination.

Either party to this Agreement may terminate the same at any time by giving the other at least thirty (30) days' written prior notice thereof. In the event of termination, CITY shall pay to SERVICE PROVIDER the total value of the services of SERVICE PROVIDER to the final date of termination computed in accordance with the terms and provisions of this Agreement.

5. Assignment.

SERVICE PROVIDER shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of CITY.

6. Ownership of Documents.

It is understood and agreed CITY has full and complete and absolute title to all plans, drawings, reports, and other documents supplied by CITY to SERVICE PROVIDER during the course of this Agreement, or prepared by SERVICE PROVIDER for CITY during the course of this Agreement.

7. Insurance.

The SERVICE PROVIDER at all times during the term of this Agreement, shall maintain and keep in full force and effect, and deposit with the City, insurance or a Certificate of Insurance which shall evidence the fact that the SERVICE PROVIDER has in full force and effect workers' compensation coverage pursuant to state law, comprehensive liability insurance with combined single limit coverage of \$1,000,000 and professional liability insurance with a combined coverage of \$2,000,000.

Said policy shall contain a provision that the same cannot be canceled without at least thirty (30) days notice to the City thereof and shall name the City as an additional insured.

SERVICE PROVIDER certifies that it is aware of the provisions of the Labor Code of the State of California, which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certified that it will comply with such provisions before commencing the performance of the work of this Agreement.

8. Indemnity.

SERVICE PROVIDER shall indemnify and save CITY, its officers and employees, harmless from any suits, claims or actions brought by any person or persons, including his agents or employees, for or on account of any injuries or damages or other loss, cost or expense caused by the negligent or wrongful act or omission of SERVICE PROVIDER, his agents and employees, or his subcontractors and the agents and employees thereof, arising out of an error, a negligent act, or omission of the SERVICE PROVIDER, or the willful misconduct of the SERVICE PROVIDER in performing the services described in, or normally associated with the services to be performed by SERVICE PROVIDER pursuant to this Agreement.

9. Assumption of Risk.

SERVICE PROVIDER does hereby assume all risks to himself, his personnel, subcontractors and agents, and any employees thereof, of personal injury or death, and all risk of property damage or loss to any property, wares, vehicles, or materials owned or possessed by

SERVICE PROVIDER and said SERVICE PROVIDER further releases CITY, its officers and employees, from any liability therefor.

10. Reservation of Rights.

Nothing in this Agreement shall be deemed to bind CITY to any course of conduct other than its obligation hereunder to pay SERVICE PROVIDER for said services rendered. It is understood CITY reserves complete right within its discretion to reject all or any part of any design, plan, specification or recommendation made to it, or submitted by said SERVICE PROVIDER. It is further understood that acceptance herein by CITY of any design, plan, specification or recommendation of SERVICE PROVIDER shall be for the purpose of compensating SERVICE PROVIDER only, and shall not be binding on CITY as to any other further course of action. CITY reserves the complete right to authorize additional, other or independent SERVICE PROVIDER services or studies, and it is agreed that SERVICE PROVIDER does not have any exclusive rights to said services from CITY.

11. Notice.

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail in an envelope with postage prepaid thereon, addressed as follows:

To CITY:

City Clerk
City of Livingston
1416 "C" Street
Livingston, CA 95334

To the SERVICE PROVIDER:

Revenue & Cost Specialists, LLC
1519 East Chapman Avenue, Suite C
Fullerton, CA 92831

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as follows:

CITY OF LIVINGSTON

ATTEST:

CITY MANAGER
Jose Antonio Ramirez

CITY CLERK

REVENUE & COST SPECIALISTS, LLC

Signature

Chu Thai

Revenue & Cost Specialists, LLC

APPROVED AS TO FORM:

City Attorney



Proposal for the City of Livingston Development Impact Fee Study and Annual Report



**& Revenue
Cost
Specialists, LLC**
1519 E Chapman Ave Ste C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com

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August 9, 2019

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Serving Local Governments Since 1975

August 9, 2019

City of Livingston
Attn: Happy Bains, Senior Accountant
1416 "C" St
Livingston, CA 95334

Proposal For: Development Impact Fee Study and Annual Report

Revenue & Cost Specialists, LLC (RCS) appreciates the opportunity to respond with this Proposal to develop a Development Impact Fee Study and Annual Report. We have been providing Development Impact Fee studies and other costing services since 1980, making us the first and foremost authority in costing services for California. Only RCS principals will work with the City, and our combined 100 years of experience and knowledge in this industry will ensure a successful project that's on time and under budget.

RCS's skill set will generate maximum accountability for Livingston. We have a history of delivering quality reports with defensible data that can be acted on and adopted. Of the more than 1,100 reports that we have produced, over 98% were adopted by the Councils and Boards of over 250 public agencies.

Our processes are straightforward, and reports produced easy to read and understand. The information provided by RCS will allow staff, City Council, and other stakeholders to make rational, informed policy decisions. We strive to ensure that you will be able to confidently stand behind the information and recommendations in the Report. As former city staff ourselves, we understand how Livingston operates and what you want.

The results of our study will allow the City to identify and recover, with certainty, the maximum financial impact from future development. The terms of this proposal will be honored until December 31, 2019. Please contact Chu at (714) 992-9027 or chu@revenuecost.com with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Thorpe".

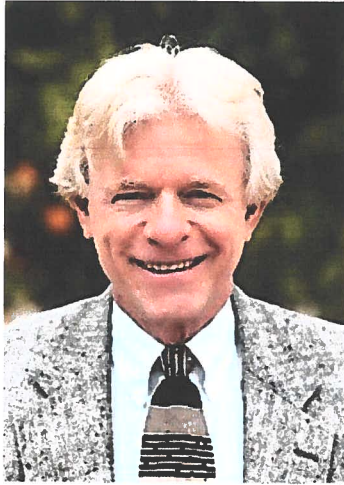
SCOTT THORPE
Senior Vice-President

A handwritten signature in black ink, appearing to read "Chu Thai".

CHU THAI
Vice President

RCS Contacts

Revenue & Cost Specialists
1519 E Chapman Ave, Ste C
Fullerton, CA 92831
(714) 992-9020
www.revenuecost.com



Scott Thorpe
Senior Vice-President
714-992-9026
Scott@revenuecost.com



Chu Thai
Vice-President
714-992-9024
Chu@revenuecost.com

CHAPTER 1 – PROFILE AND QUALIFICATIONS

HISTORY OF REVENUE & COST SPECIALISTS

Our company was founded in 1980 by two former City Managers and a Finance Director. In the wake of the Propositions 13 and 4 passages, our founding partners discovered that user fees were a legal option to recover lost municipal revenues. Thirty-nine years later, Revenue & Cost Specialists continues our focus on cost allocation and user fee calculation services.

After the passage of AB 1600 in 1988, our company added impact fee calculation services to help municipalities finance public facility expansion. In those early years, RCS principals published articles and presented at conferences on how user fees and impact fees worked.



By the mid 1990's, RCS was a company with 25 employees, yet we were not happy with the business model. We strategically downsized to a small company and the remaining four principals focused on service delivery, no longer worrying about revenue growth or competing market shares. Now, RCS principals commit resources to client satisfaction and long-term relationships. To this day, RCS continues to thrive from repeat business, referrals and references. As a small business, RCS only take on a handful of new clients each year, and dedicate substantial time with them.

In 2000, RCS created Government Software Systems to develop robust costing software which serves fee calculation needs better than spreadsheets. Our company has provided additional services to municipalities, including long range financial planning, accounting procedures, and utility rate studies.

RCS' four principals make up the Limited Liability Company, and we have been financially stable since the company started. Combined, RCS principals have over 100 years of experience in cost allocation plans and fee studies and served over 250 municipalities. We have provided these services to a wide array of public agencies, from the smallest special district to larger and more complex cities and counties. While based in Orange County, we engage in projects throughout the State of California, and maintain a few clients in Ohio.

For succession planning, we only seek out individuals with prior city experience to join our company. All RCS principals have prior city experience, serving as interns, analysts, managers or directors.

CAPABILITIES OF STAFF & QUALIFICATIONS

Each RCS principal has more than 20 years of municipal/fee consultant experience. We are all knowledgeable of fund accounting, department structures and city services. With our client relationships, we stay current on pending financial and legal issues that challenges municipalities. All principals are comfortable speaking with city staff at all levels, drafting reports and resolutions, and presenting to the public, stakeholders and Council members.

Eric Johnson, President, has streamlined and perfected the process of CAP and User Fee Study engagements. With over 29 years and hundreds of studies completed, Eric has created a superior process which demands little of city staff time and still obtains maximum results. With so many projects under his belt, Eric quickly understands complex city services, and calculates a fee for it. Eric relates well with elected officials, because he responds with candor and brevity. If you speak to any of Eric's prior or current clients, they will tell you how easy the process was.

Chu Thai, Vice President, recently joined RCS after 22 years of municipal experience. As budget manger and finance director, Chu has successfully coordinated user fee increases, impact fee increases, utility rate increases, and tax ballot measures. His experience helps clients avoid the unseen perils which jeopardize municipal projects. After project completion, Chu leaves behind well documented reports and spreadsheets for City staff. The focus of his career has been to improve the cities' financial stability and implementing operational effectiveness and efficiencies in local government.

Scott Thorpe, Senior Vice President, joined RCS in 1985. Prior to RCS, he spent 13 years at the cities of Chua Vista, Covina, Anaheim and Brea, serving various roles within the city manager's offices. Scott performed user fee studies for several years, and then transitioned over to development impact fees when AB 1600 went into effect. Scott has written articles which laid out the fundamentals of impact fees, and his work for cities has generated tens of millions in fee revenues for cities.

Rick Kermer, Partner, was a founding partner of RCS. With his CPA background, he kept the two other city manager partners (and our clients) out of trouble. Rick dutifully worked on building cost allocation and user fee spreadsheets and software which easily passes any audit. Rick's work back then is the foundation of all the fee study work offered today. After 39 years, Rick is semi-retired, taking only a handful of projects each year.

The four principals of RCS have a long and respected history of performing our studies in a professional and expedient manner. By using only principals with unparalleled experience in the operations of municipal agencies, we are able to set up and conduct meetings that will be productive. We complete projects with highly accurate information in a timely fashion. RCS does not rely on producing Status Memoranda, because we will be at City Hall quite often to tell you in person how the project is going.

REFERENCES

We have recently completed similar *Development Impact Fee Calculation and Nexus Report* projects for the following jurisdictions. We encourage you to contact any RCS client regarding our understanding of the nature of municipalities and working relationship with city staff. Copies of recent impact fee reports can be provided upon your request.

Jurisdiction	Reference Contact
City of Atascadero (805) 470-3400	Rachelle Rickard, City Manager Jeri Rangel, Admin Svcs. Director
Currently under contract to update a prior RCS-conducted DIF Report and Master Facilities Plan. RCS has also provided assistance in calculating specific impact of a number of development proposals.	
City of Chino (909) 334-3408	Jose Alire, Assistant City Manager/PW Michael A Kolling, C.I.P. Manager
Currently updating the City's DIF Calculation and Nexus Report and comprehensive 320 project Master Facilities Plan. RCS Staff has enjoyed a 28 year relationship with the City having first calculated the City's initial DIF Calculation in 1989 and has since undertaken a number of updates. Chino's DIF Nexus Report is based upon the City facing an additional 16,250 dwelling units and 23.0 million square feet.	
City of Loma Linda (909) 384-5057	T. Jarb Thaipejr, City Manager Konrad Bolowich, MBA, Assistant City Manager
RCS staff generated the City's first DIF Report and numerous updates since that time, helping the City negotiate a 58% increase in its housing stock and 145% increase in business square feet.	
City of Selma (559) 891-2208	Bryant C. Hemby, Planner Jerry Howell, IT/GIS coordinator
RCS staff generated the City's first DIF Report and has undertaken a number of updates since that time. The City's most recent RCS Update was used to demonstrate to the State of California of the City's capability of providing infrastructure and service capacity while increasing its housing stock by 175% and its business square feet by 340%.	
City of Ontario (909) 395-2000	Grant Yee, Admin. Services Director Scott Murphey, Planning Director
Ontario is also a long-term RCS client with RCS conducting its first full-infrastructure DIF Nexus Report and two major updates. The City DIF Calculation and Nexus Report supports the doubling of the size and population of the City within the Ontario Ranch Specific Plan area boosting the City's housing by 59,000 dwelling units (150% increase) and its business square feet by 100,000,000 (71% increase).	

CHAPTER 2 – PROJECT DESCRIPTION

To make certain that the City of Livingston continues to provide basic municipal services as the City grows, RCS proposes to undertake the calculation and textual support of a new Development Impact Fee Calculation and Nexus Report. RCS will perform the following to complete the Development Impact Fee calculation and quantify the costs generated by new development in terms of an Impact Fee Schedule for City land uses.

RCS would propose that the following general land-uses be generated in the update study. One of the first steps would be to discuss any amendment to this list below. Our proposed land-uses include:

- **Detached Residential Dwelling Units (SFR's)**
- **Attached residential Dwelling Units (MFR's)**
- **Hotel/Motel Lodging Keyed Units**
- **General Commercial/Office**
- **Self-Storage Uses (if possible)**
- **Industrial (including Business Parks)**
- **Institutional Uses (Private Schools/Churches)**

Based on RCS' preliminary review of the reports and documentations provided by the City of Livingston, we propose development impact fees for the following infrastructures. The nexus by which the development costs will be distributed to the various land-uses used by RCS are also listed.

- **Law Enforcement Facilities, Vehicles and Equipment**
- **Fire Suppression/Medics facilities Vehicles and Equipment**
- **Traffic and Circulation System Facilities**
- **Storm Drainage Collection System**
- **Water Supply, Storage and Distribution System**
- **Wastewater Collection System and Treatment**
- **Public Facilities (.e.g. City Hall/Community/Senior Center)**
- **Park Land Acquisition and Park Facilities Improvements (Quimby and Fee Mitigation Act)**

With over 38 years of impact fee experience, RCS will research and identify the maximum financial impact from future developments in Livingston. With this information, RCS and staff can fully discuss what the best funding and implementation policies are for the City.

We plan to use a series of on-site meetings with staff. These focused meetings between RCS experts and knowledgeable City staff produces a final product that is accurate, logical and defensible. RCS's objective is to ensure that City staff feels confident about the data and the report, therefore, confident in supporting the results in public hearings.

The fee recommendations included in RCS' final Development Impact Fee Calculation and Nexus Report will be legally defensible, easy to understand and supported by City staff.

Workplan – Development Impact Fee Study

We commit to a series of focused meetings to review the time and allocation information that is generated. We have found that this method is preferable and generates better data than one big meeting to collect this data. This gives City staff time to digest and reflect on the information that is being generated, and it will insure that City staff feels confident about the data.

Task 1: Preliminary Research

Prior to any meetings, RCS will perform a field "windshield" survey to become acquainted with the physical characteristics and general improvement needs and standards of the City. We will request and review all City maps, land use documents and available master plans, especially the Comprehensive General Plan prior to the kick-off meeting. We will review the City's history of impact fee schedules, resolutions, ordinances, Annual and Five-Year Reports per Government Code Sections 66006 and 66001. RCS will review recent Operating Budgets, CIP Budgets, Comprehensive Annual Financial Reports and fixed asset reports.

Task 2: Meeting # 1 – Kick-off Meeting Between City and RCS

RCS will conduct an initial meeting with the City's management staff to clarify the parameters of the study, explaining the operational methodology of the study and the role of City staff. We will review any possible issues that may arise as well as answer any questions from City staff about the process. This meeting is crucial for the process as we want to ensure that everyone understands the various steps in the process and what is expected of them.

RCS will meet and discuss the City planning, capital financing process and community development standards with the City Engineer, City Planner, Director of Finance, other department staff to determine the level of improvements which most likely will evolve from the project planning documents and are needed to support, and give validity to, the City's Comprehensive General Plan.

RCS will work with the Development Services Director and other department heads to determine the land-use based development impact fee categories and land-use data. This would be determined at this point in time. RCS will identify the existing Levels of Service (LOS) provided by the infrastructure and appropriations currently afforded by the City.

Task 3: Series of Working Meetings

RCS will meet with City staff responsible for each infrastructure to assist in the identification of all projects needed through theoretical build-out via use of master plans, specific plans, and other service requirement studies. The more supporting documents we can find, the better the Study will be. The greatest support is an engineer-prepared Master Plan. If such a document is not available, RCS will endeavor to increase the validity of available information. RCS will request from the city all reports, master plans, specific plans, and other related reports identifying needed infrastructure. If needed, RCS can assist the City with developing project lists and supporting data (i.e. fire station sizes and costs). RCS will review project cost estimates and textual explanations for accuracy and completeness.

RCS will identify and analyze the demand driver's specific to each infrastructure or service area. The drivers are the factors of nexus demand related to each land use and would be based upon the project plans or City productivity records. Apply these demand drivers for the distribution of the benefits of, nexus for, and impact of each group of projects on each of the above categories of land use. Undertake the proportional analysis necessary to identify the appropriate burden to be placed upon both the existing and future infrastructure.

Task 4: Meeting # 2 - Draft *Development Impact Fee Calculation and Nexus Report (and optional public meeting)*

Since the Report is based on information and estimates provided by City staff, it is important that all participants are comfortable with the methodology and data presented. RCS will prepare a draft report⁽¹⁾ consisting of the fee-structures and the necessary relevant nexus text and Report with recommended fees. This meeting will include discussions on policy issues, implementation strategies and revenue collection procedures. RCS will provide the draft report for staff consideration and distribution. The report is expected to include:

- Executive Summary
- Population Projections
- Facilities and Improvements List
- Fee Calculations

Based on the preliminary findings of the study, a desire by staff to present preliminary findings, or external interests in the study, an optional public meeting may be scheduled. RCS can co-facilitate a public meeting and present the draft study report. The meeting is to share findings with stakeholders, including developers and

⁽¹⁾ One draft report (cycle) is included in the proposal and then the final Report. Any additional draft reports or final reports beyond those included in this proposal will be invoiced separately at an amount reflecting the magnitude of the requested changes. A period of thirty days will be deemed adequate for staff review of a draft. Delay beyond that point will likely require an additional draft.

engineers. RCS will provide exhibits and a formal presentation, collect input and prepare meeting minutes capturing public input. RCS will work with City staff to prepare for any possible questions prior to the meeting.

Task 5: Meeting # 3 - Presentation of *Proposed Development Impact Fee Calculation and Nexus Report* to the City Council

RCS will attend the City Council meeting to discuss the report methodology and present findings. RCS will provide a formal presentation and answer questions about the findings. RCS will have all necessary supporting documentation for the meeting and will be the primary contact to answer all questions asked. RCS will follow-up with any City Council direction, with the assistance of City staff.

Task 6: Meeting # 4 - Second City Council meeting

RCS will attend the second City Council meeting to answer any additional questions. RCS will provide the City with up to three (3) bound copies and one (1) PDF file of the final report.

Client input – During the process, RCS will make every effort to advise, seek input from, and in general explain the work as it is being performed to interested parties by attending meetings of various groups and meet with any local chapter of organized builders or contractors to explain the process and receive any constructive input. This would be accomplished according to the process determined by City management staff.

Staff time required/project timing – RCS will require some Department Head, City Planner and City Engineer time, to develop the basic cost distribution structure once the capital needs are identified by the various planning documents and approved by Council. Time requirements will vary depending upon the current availability of needed information. RCS will use the best information possible to complete legally supportable DIFs. RCS will endeavor to limit the amount of time needed from the above staff members.

CHAPTER 3 – PROJECT SCHEDULE

RCS proposes an appropriate timeline to successful completion, and work would begin immediately on notification by the City. A series of focused on-site meetings are necessary to allow staff the time to review and absorb the information and provide proper feedback. RCS wants to ensure the resulting Report is accurate and that staff supports the results. This schedule will require the cooperation of staff.

We can start as early as September 2019.

Development Impact Fee Study	Sept	Oct	Nov	Dec	Jan
Land-use Database Compilation					
Determine Infrastructure LOS					
Discuss Desired Projects w. Staff					
Review Project Costs & Descriptions					
Review Demand Drivers (Nexus)					
Apply Nexus Distribution Factors					
Review Draft DIF Report with Staff					
Prepare Final DIF Report					
Present DIF Study to Council					

CHAPTER 4 – PROJECT STAFFING

Chu Thai, Vice President, will manage and undertake the Development Impact Calculation and Nexus Report effort for the City. He will be assisted by Scott Thorpe, Senior Vice President of RCS.

Mr. Thai recently joined RCS after 22 years of municipal experience, serving as Finance Director for several cities. The focus of his career has been to evaluate and implement operational effectiveness and efficiencies in local government. Mr. Thai is equally adept in municipal revenue augmentation and cost management, and his resume highlights direct experience in several impact fee updates.

Mr. Thorpe has been providing impact fee consulting services since 1988. Prior to joining RCS, he spent 12 years working for California cities. In thirty years, Mr. Thorpe has conducted over 75 separate Development Impact Fee and Master Facilities Planning engagements in three western US states, and he continues to annually update and advise many of his clients on the subject. His early DIF efforts immediately after the passage of AB1600, established the standard by which other consultants followed.

Combined, the two principal staff has an unparalleled level of experience in municipal financing. RCS partners perform all our studies in a professional and efficient manner, and we do not use junior staff to perform these vital services. Work from our partners insure Livingston will receive clear, concise and correct direction to complex issues. We will also be ready to respond to any questions by staff, elected officials and any interested party. Having partners conduct the work, RCS also promises to be on-time and within budget.

If needed, RCS can assign additional partner(s) to a project, for their expertise, maintenance of the proposed schedule or to maintain to assure continuance of the quality of the product. Documentation representing their qualifications would be submitted to the City for approval prior to their participation.

The resumes for Mr. Thai and Mr. Thorpe are included near the end of this proposal.

Scott Ian Thorpe Senior Vice President

EDUCATION

Bachelor of Arts in Public
Administration – San Diego
State University

Master of Public
Administration - California
State University Fullerton

AFFILIATIONS

California Society of
Municipal Finance Officers

Government Finance Officers
Association

Mr. Thorpe has been with RCS since 1985, and built his career and reputation on the proper establishment of development impact fees. His early publications helped shape the foundation of calculating and implementing impact fees. Scott has produced studies from small, single-use developments to large, master-planned communities, throughout California, and is actively involved in all aspects of the projects, from kick-off, through Council adoption, and beyond fee collection and reporting.

Municipal Experience

City of Brea – Management & Budget Manager

Developed budget preparation and management information reporting systems. Established personal computer operations including acquisition, placement, and maintenance of all equipment to initial and on-going employee training. Created a comprehensive legislative program for reviewing all federal, state, and local legislation.

City of Anaheim – Budget Analyst/Management Operations Auditor

Assisted in the preparation of \$350,000,000 annual budget. Provided centralized management support and assistance of line departments with a variety of services including work measurement and management techniques program development, productivity improvement, internal management audits, budget review/analysis, revenue forecasting and auditing, and data processing systems development. Specialized in management assistance to public safety, stadium, convention center and golf operations. Responsible for fiscal, work-unit measurement and management training sessions required of all city management staff.

City of Covina – Administrative Assistant to the City Manager

Performed general program development with significant emphasis on the improvement of the budget process, legislative, public information, and agenda process systems. Conducted a major annexation study and effort.

Scott Ian Thorpe
Senior Vice President

Municipal Experience
(continued)

City of Chula Vista – Administrative Aide

Entry level job which involved completion of a City-wide Policy and Procedure Manual, operation reviews of long term fire vehicle equipment purchases and of the municipal bus system stop locations.

Publications

"Financing Capital Improvements", Journal American Water Works Association, August, 1991, pages 50-52

"Impact Fees: Practical Guide for Calculation and Implementation", Journal of Urban Planning and Development, Vol. 18, No. 3, September, 1992, pages 106-118

"The Missing Ingredient in State-Mandated General Plans", Public Management, International City Management Association", March 2014. Pages 21-22.

Other Accomplishments

Charter Oak Unified School District Facility Closure

Committee-Board Appointee

Guest Lecturer on various municipal

government/management topics at two universities

Chu Thai

Vice-President

EDUCATION

Claremont Graduate University – Completed coursework towards Masters in Public Policy

Cal State Northridge – MA
Public Administration

Cal Poly, Pomona – BS in
Urban and Regional
Planning

AFFILIATIONS

California Society of
Municipal Finance
Officers (CSMFO – Board
Member)

Government Finance
Officers Association
(GFOA)

International
City/County Management
Association (ICMA)
(Cal-ICMA)

Municipal Information
Systems Association of
California (MISAC)

Mr. Thai provides multiple aspects to the implementation of user fees, impact fees and utility rates. His experience as a municipal finance officer helps clients reach their goal of fee adoption. Chu keeps current of all legal policies which impact the noticing, calculation and reporting of fees.

Municipal Experience

Impact Fees: Cities of Morgan Hill and Monterey Park

Utility Rates: Cities of Morgan Hill, Beverly Hills, South Pasadena and Monterey Park

User Fees: Cities of Claremont, Morgan Hill, Beverly Hills, South Pasadena and Monterey Park

Director of Management Services, City of Monterey Park, CA

- Managed department of 15 to provide financial planning and reporting, revenue collections, treasury, information technology, telecommunication and support services
- Improved city's revenues through updated user fees, utility rates, and impact fees
- Conducted long-term financial forecasting and analysis for all funds
- Streamlined and enforced purchasing process

Administrative Services Director, City of Stanton, CA

- Managed department of four to provide general accounting, accounts payable, purchasing, payroll, business tax, treasury, IT and telecommunication services
- Updated the City's Investment Policy and strategy
- Developed long-term revenue strategy
- Performed communications audit and reduced expenses by 75%

Finance Director, City of South Pasadena, CA

- Outsourced utility billing and customer service
- Completed \$43.4 Million Water Bond Issuance and \$12 Million Refunding
- Coordinated the passage of Utility Users Tax Ballot Measure
- Negotiated lease agreements for city property and cell towers

Chu Thai

Vice-President

Municipal Experience (continued)

Budget and Management Officer, City of Beverly Hills, CA

- Managed \$400 million citywide budget for 750 full-time employees
- Developed comprehensive capital improvement program
- Developed quarterly performance report presented to the City Council
- Implemented performance-based budget, including goals and objectives
- Updated the city's user fees and utility rates

Budget Manager, City of Morgan Hill, CA

- Managed utility billing, purchasing, business license and accounts receivable functions
- Developed \$120 million budget for 250 full-time employees
- Coordinated IT overhaul, including finance, utility billing and recreation software conversions, standardization, training, disaster recovery and outsourcing.
- Developed pro-formas for proposed aquatics and community centers
- Updated the city's impact fees, user fees and utility rates

Senior Management Analyst, City of Tustin, CA

- Coordinated the City's \$80 million operating and CIP budget with all departments
- Managed finance software upgrade, focusing on departmental reports
- Deployed online payment system for utility customers

Management Analyst – Community Services, City of Claremont, CA

- Assisted in the development of effective parks and recreation programs
- Assisted in the construction and programming of the Claremont Youth Activity Center, Claremont Skate Park and Hughes Community Center
- Coordinated Non-Profit Funding Program utilizing CDBG and General Funds
- Coordinated budget and evaluated cost recovery for the department

Clients Served

**USER FEE STUDY/COST
ALLOCATION PLAN**

Carpentaria-Summerland Fire District
 Chino Valley Independent Fire District
 City of Alhambra
 City of Antioch
 City of Arcadia
 City of Atascadero
 City of Azusa
 City of Banning
 City of Barstow
 City of Bend, OR
 City of Beverly Hills
 City of Big Bear Lake
 City of Brea
 City of Buena Park
 City of Carlsbad
 City of Carmel-by-the-Sea
 City of Carpentaria
 City of Carson
 City of Ceres
 City of Chino
 City of Claremont
 City of Coachella
 City of Concord
 City of Corona
 City of Cotati
 City of Cudahy
 City of Desert Hot Springs
 City of Diamond Bar
 City of Dinuba
 City of Dublin, Ohio
 City of El Cajon
 City of El Segundo
 City of Elk Grove
 City of Eureka
 City of Folsom
 City of Fontana
 City of Foster City
 City of Fountain Valley
 City of Fullerton
 City of Glendale
 City of Glendora
 City of Goodyear, Arizona
 City of Hemet
 City of Hermosa Beach
 City of Hesperia
 City of Highland
 City of Huntington Beach
 City of Kennewick, WA
 City of La Canada-Flintridge
 City of La Habra Heights
 City of La Mirada

**USER FEE STUDY/COST
ALLOCATION PLAN (continued)**

City of La Palma
 City of La Puente
 City of Lake Elsinore
 City of Lake Forest
 City of Lakewood
 City of Lancaster
 City of Lathrop
 City of Lawndale
 City of Lemoore
 City of Lincoln
 City of Lindsay
 City of Loma Linda
 City of Long Beach
 City of Los Altos
 City of Lynwood
 City of Mammoth Lakes
 City of Manhattan Beach
 City of Marina
 City of Menifee
 City of Merced
 City of Milpitas
 City of Monrovia
 City of Monterey
 City of Moreno Valley
 City of Morgan Hill
 City of Morro Bay
 City of Needles
 City of Norwalk
 City of Oakdale
 City of Oceanside
 City of Ontario
 City of Oroville
 City of Oxnard
 City of Palm Desert
 City of Palm Springs
 City of Palmdale
 City of Pasadena
 City of Peoria, AZ
 City of Pico Rivera
 City of Pismo Beach
 City of Pittsburg
 City of Pomona
 City of Port Hueneme
 City of Porterville
 City of Rancho Cucamonga
 City of Rancho Palos Verdes
 City of Red Bluff
 City of Redlands
 City of Redlands
 City of Rialto
 City of Richmond
 City of Ridgecrest
 City of Riverside

**USER FEE STUDY/COST
ALLOCATION PLAN (continued)**

City of Rocklin
 City of Salinas
 City of San Clemente
 City of San Gabriel
 City of San Juan Capistrano
 City of San Marino
 City of San Rafael
 City of Sanger
 City of Santa Clarita
 City of Santa Monica
 City of Santa Paula
 City of Scotts Valley
 City of Seal Beach
 City of Seaside
 City of Selma
 City of Shafter
 City of Sierra Madre
 City of Simi Valley
 City of Solana Beach
 City of South Gate
 City of South Lake Tahoe
 City of South Pasadena
 City of Springville, UT
 City of Stockton
 City of Suisun City
 City of Taft
 City of Thousand Oaks
 City of Tracy
 City of Tulare
 City of Turlock
 City of Upland
 City of Villa Park
 City of Vista
 City of West Covina
 City of West Jordan, UT
 City of Westminster
 City of Yuba City
 City or Rancho Mirage
 Coachella Valley Assoc of Gov't
 Contra Costa County
 County of Cobb, GA
 County of Contra Costa
 County of San Bernardino
 County of Tulare
 Imperial County
 Oceanside Harbor District
 Orange County Fire Authority
 Orange County Vector Control District
 Placer County Water Agency
 Riverside County Transport. Comm.
 San Bernardino Assoc. Gov't

USER FEE STUDY/COST ALLOCATION PLAN (continued)

South Jordan City, UT
 Town of Apple Valley
 Town of Los Gatos
 Town of Mammoth Lakes
 Town of Truckee
 Ventura County Fire District

IMPACT FEE STUDY

Antelope Valley Fire District
 Apple Valley Fire District
 Barstow Fire District
 Bridgeport Fire District
 Brigham City Corporation, UT
 Carpinteria-Summerland Fire District
 Chalfant Public Services (Fire) Protection District
 City of Alhambra
 City of Anaheim
 City of Atascadero
 City of Baldwin Park
 City of Barstow
 City of Big Bear Lake
 City of Calimesa
 City of Chino
 City of Coachella
 City of Colton
 City of Corona
 City of Desert Hot Springs
 City of Folsom
 City of Gilroy
 City of Glendale
 City of Gonzales
 City of Grand Terrace
 City of Greenfield
 City of Hemet
 City of Highland
 City of Huntington Beach
 City of Jurupa Valley
 City of King City
 City of Laguna Hills
 City of Lemoore
 City of Loma Linda
 City of Menifee
 City of Monterey Park
 City of Morgan Hill
 City of Murrieta
 City of Needles
 City of Newport Beach
 City of North Ogden, UT
 City of Oceanside
 City of Ontario
 City of Orange
 City of Oroville
 City of Paso Robles
 City of Petaluma
 City of Pismo Beach

IMPACT FEE STUDY (continued)

City of Rancho Cordova
 City of Reedley
 City of Rialto
 City of Riverside
 City of San Bernardino
 City of Santa Paula
 City of Scotts Valley
 City of Sedona, AZ
 City of Selma
 City of Sierra Madre
 City of Thousand Oaks
 City of Tracy
 City of Tulare
 City of Wheatland
 City of Whittier
 County of Monterey Sheriff's Department
 County of San Bernardino Feather River Recreation and Park District
 June Lake Fire District
 Lake Havasu City, AZ
 Long Valley Fire District
 North Central Fire District
 SANBAG
 South Jordan City, UT
 South Ogden City, UT
 Town of Apple Valley
 Town of Mammoth Lakes
 Town of Paradise
 Town of Truckee
 Washington Terrace City, UT
 West Jordan City, UT
 Wheeler Crest Fire District

ACCOUNTING PROCEDURES

City of Buena Park
 City of Compton
 City of La Habra
 City of La Palma
 City of Morgan Hill
 City of Palmdale
 Commerce Redevelopment City
 South Gate Housing Authority

ASSISTANCE TO CITY

ATTORNEYS (confidential)

Cohen and Berliner – Litigation Assistance
 Rutan and Tucker – Litigation Assistance
 San Diego City – Building & Safety Fee Litigation Assistance
 San Diego County Counsel – DIF Use Litigation Assistance

CASH MANAGEMENT

City of Buena Park
 City of Commerce
 City of Compton
 City of Palmdale
 La Mirada Civic Theater

DATA PROCESSING

City of La Palma
 City of Palmdale
 City of San Clemente
 City of South Gate
 City of Villa Park
 Ontario-Montclair School District

LONG RANGE FINANCIAL PLAN

City of Chino
 City of Cudahy
 City of Hesperia
 City of Lake Elsinore
 City of South Gate
 City of Turlock

MASTER FACILITIES PLANS/CIPs

Apple Valley Fire District
 Barstow Fire District
 Bridgeport Fire District
 Brigham City Corporation, UT
 Carpinteria-Summerland Fire District
 Chalfant Public Services (Fire) Protection District
 City of Anaheim
 City of Atascadero
 City of Barstow
 City of Big Bear Lake
 City of Calimesa
 City of Carpinteria
 City of Chino
 City of Corona
 City of Desert Hot Springs
 City of Folsom
 City of Gonzales
 City of Grand Terrace
 City of Greenfield
 City of Highland
 City of Huntington Beach
 City of Jurupa valley
 City of King City
 City of Lancaster
 City of Loma Linda
 City of Menifee
 City of Murrieta
 City of Needles
 City of Newport Beach
 City of Norco

**MASTER FACILITIES
PLANS/CIPs (continued)**

City of Ontario
 City of Orange
 City of Oroville
 City of Paso Robles
 City of Rancho Cordova
 City of Riverside
 City of San Bernardino
 City of Santa Paula
 City of Sedona, AZ
 City of Selma
 City of Tracy
 City of Wheatland
 City of Whittier
 June Lake Fire District
 Lake Havasu City, AZ
 Long Valley Fire District
 North Central Fire District
 North Ogden City, UT
 South Jordan City, UT
 South Ogden City, UT
 Town of Apple Valley
 Town of Mammoth Lakes
 Town of Paradise
 Town of Truckee
 Wheeler Crest Fire District

**ORGANIZATIONAL AND
MANAGEMENT**

City of La Mirada
 City of South Gate
 City of Vista
 Ontario-Montclair School District

UTILITY RATE STUDY

City of Brea
 City of Chino
 City of El Segundo

MISCELLANEOUS PROJECTS

Brigham City Corporation, UT –
 Closed Indian School Use
 Conversion
 City of Azusa – Plan
 Check/Inspection Process
 Review
 City of Beverly Hills – Rent
 Stabilization Fee
 City of Colton – Electric Utilities
 Collection Procedural Manual
 City of Corona – Communications
 Repeater Cost Financing
 City of Corona – Interstate 15
 Area Public Safety Facility
 Financing
 City of Fontana – General &
 Departmental Overhead Plan
 City of Garden Grove - Internal
 Service Fund Balance Study
 City of Hemet – Supplemental DIF,
 Public Peril Report
 City of Los Altos – Existing DIF
 Review
 City of Milpitas – Business License
 Ordinance Review
 City of Needles – Development
 Agreement Assistance
 City of Pico Rivera – Business
 License Ordinance Review
 City of Port Hueneme – Revenue
 Search Report
 City of Redlands – Street
 Sweeping Rate Study
 City of San Bernardino –
 Verdemon Area Financing
 Analysis

**MISCELLANEOUS PROJECTS
(continued)**

City of San Clemente – Business
 License Review
 City of Santa Paula – General Plan
 Element
 City of Seaside – Hayes Housing
 Development Service Demands
 City of South Lake Tahoe –
 Transfer of Custody Cost
 Verification
 City of Westminster –
 Productivity Measurement
 Module
 Lake Havasu City, AZ – Capital
 Financing Plan
 Los Angeles Fire/Police
 Retirement System – Fiscal
 Review
 San Bernardino County – Special
 District Office Finance Review
 South Jordan City, UT – Business
 Regulation Costing
 Town of Windsor – Long Range
 Capital Financing Plan

CHAPTER 5 – PROJECT BUDGET

PROPOSAL COST – CAP AND USER FEE

Revenue & Cost Specialists proposes the total project, including reimbursable travel, **will not exceed \$29,730.**

The costs related to this study may be paid for by current impact fee fund balance. Enterprise funds may also pay for their fair share of the study.

Task	Hours	Hourly Rate	Extended Cost/Rate
Preliminary Research	24.0	\$165	\$3,960
Law Enforcement	12.0	\$165	\$1,980
Fire Suppression	12.0	\$165	\$1,980
Traffic & Circulation	16.0	\$165	\$2,640
Storm Drainage	12.0	\$165	\$1,980
Water Service	20.0	\$165	\$3,300
Wastewater Service	18.0	\$165	\$2,970
Public Use Facilities	8.0	\$165	\$1,320
Park Land & Facilities	12.0	\$165	\$1,980
Document Production	20.0	\$165	\$3,300
Public Meetings	8.0	\$165	\$1,320
TOTAL	162.0		\$26,730

The above costs are based on a rate of \$165 per hour for year one. The billing rate for any additional work not covered by this proposal would be \$195 per hour.

Additionally, RCS will invoice the City separately for the following travel, per diem, and out of pocket costs to a maximum of **\$3,000**, as follows:

- Actual commercial travel costs (airfare/rental car/gas/parking); and
- Actual expenses for hotel and meals during staff residence.

RCS will submit four equal invoices plus any miscellaneous costs from the previous paragraph. The first invoice will be submitted ten days after notice to proceed, and each invoice will be due within 30 days of submission.

Revenue & Cost Specialists is independent of the City and is unaware of any potential conflict of interest. We shall provide the City with insurance certifications if selected. RCS standard coverage includes workers compensation pursuant to state law, comprehensive liability insurance with combined single limit coverage of \$1,000,000 and professional liability insurance with a combined coverage of \$2,000,000.

STAFF REPORT

AGENDA ITEM: Resolution Approving the Department of Forestry Fire Protection Agreement #7FG19062 for Services from the Date of the Last Signatory on Page 1 of the Agreement to June 30, 2020 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978.

MEETING DATE: October 1, 2019

PREPARED BY: Bryan Alvis, Fire Captain

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council to adopt Resolution No. 2019-_____, approving the Department of Forestry and Fire Protection Agreement #7FG19062 for services from the date of the last signatory on Page 1 of the Agreement to June 30, 2019 under the Volunteer Fire Assistance Program of the Cooperative Forestry Assistance Act of 1978, and authorizing the City Manager to execute the Agreement on behalf of the City of Livingston.

BACKGROUND/DISCUSSION:

The VFA Grant Program provides funding to organize, train, and equip fire departments in rural areas and rural communities to prevent and suppress fires. CAL FIRE is responsible for administering grant funds, which are allocated by the U.S. Department of Agriculture (USDA) Forest Service as authorized by the Cooperative Forestry Assistance Act of 1978, and has been authorized to make awards on a matching basis to public entities such as cities, counties, special districts and volunteer fire departments.

The funds will be used to purchase radios, pagers, structure and wildland personal protective equipment (PPE) for Livingston Volunteers. This will allow us to remove outdated and out of compliance PPE and ensure each volunteer has two sets of wildland and structure PPE.

FISCAL IMPACT:

AWARDS ARE PROVIDED ON A REIMBURSABLE BASIS. RECIPIENTS MUST COMPLETE THE APPROVED AWARD PURCHASE/PROJECT(S) USING LOCAL FUNDS AND THEN BILL CAL FIRE IN ACCORDANCE WITH THE AWARD AGREEMENT IN ORDER TO RECEIVE THE AWARD FUNDS IN AN AMOUNT NOT TO EXCEED \$12,717.00.

ATTACHMENTS:

1. Resolution No. 2019-____
2. Application for Funding
3. Volunteer Fire Assistance Program Agreement

RESOLUTION NO. 2019-

RESOLUTION APPROVING THE DEPARTMENT OF FORESTRY AND FIRE PROTECTION AGREEMENT # 7FG19062 FOR SERVICES FROM THE DATE OF LAST SIGNATORY ON PAGE 1 OF THE AGREEMENT TO JUNE 30, 2020 UNDER THE VOLUNTEER FIRE ASSISTANCE PROGRAM OF THE COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978

BE IT RESOLVED by the City Council of the City of Livingston that it hereby approves the Agreement with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Assistance Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2019-2020 up to and no more than the amount of \$12,717.00.

BE IT FURTHER RESOLVED that the City Manager of the City of Livingston be and is hereby authorized to execute said Agreement and any amendments thereto on behalf of the City of Livingston.

Passed and adopted this 1st day of October, 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 1st day of October, 2019.

Monica Cisneros, Deputy City Clerk
of the City of Livingston



**CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION
APPLICATION FOR FUNDING
COOPERATIVE FORESTRY ASSISTANCE ACT OF 1978
VOLUNTEER FIRE ASSISTANCE (VFA) PROGRAM
Agreement #7FG 19062**



A. DEPARTMENT/ORGANIZATION:

Organization Name :

Contact's First Name : Contact's Last Name :

Street Address :

Mailing Address :

City : County : Zip Code :

State : CAL FIRE Unit :

Phone Number : Email Address :

DUNS Number : To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

B. AREA TO BE SERVED BY AWARD (include areas covered by contract or written mutual aid agreements).

Number of Communities : Area : sq. miles Congressional District # :

Population : Annual Budget :

Latitude N ° ' " Longitude W ° ' "

Latitude must be between 32 and 42 degrees. Longitude must be between 114 and 125 degrees. Latitude and Longitude minutes and seconds must be between 0 and 60. Use a central point in the Applicant's service area for the general area covered by the project.

All projects must have a project area.

C. ACTIVITY : Annual number of emergency incidents.

Fire : + EMS : + Other : = **TOTAL : 1,726**

D. INDIAN TRIBAL COMMUNITY (if project includes an Indian Tribal Community, please provide) :

Population : Size (acres) : # of structures : Distance to nearest fire station (miles) :

CAL FIRE USE ONLY (Formula-driven)

Project Total Cost	\$28,364.00	TOTAL APPLICATION REQUEST (up to 50% \$500 minimum, \$20,000 maximum)	\$14,182.00
AMOUNT FUNDED FOR THIS AGREEMENT		<input type="text" value="12,717.00"/>	

E. Proposed Project (List individual items for funding. Please put in funding priority order) :

	Type	Item	Quantity	Unit Cost	Item Total
1.	Safety - Structural	Structure PPE Pants	3	\$1,175.00	\$3,525.00 ✓
2.	Safety - Structural	Structure PPE Coats	3	\$1,725.00	\$5,175.00 ✓
3.	Safety - Structural	Structure PPE Helmets	3	\$385.00	\$1,155.00 ✓
4.	Safety - Structural	Structure PPE Boots	3	\$475.00	\$1,425.00 ✓
5.	Safety - Structural	Structure PPE Gloves	15	\$115.00	\$1,725.00 ✓
6.	Communications	KNG-P150CMD 136-174 MHz Radio	2	\$2,170.00	✓ \$4,340.00
7.	Communications	Antenna, VHF, 150-170MHz, KNG-P150	2	\$40.00	✓ \$80.00
8.	Communications	Li-Ion-Ion Battery 3600 mAh	2	\$185.00	✓ \$370.00
9.	Communications	AA" Clam Shell Battery Case Orange	2	\$60.00	✓ \$120.00
10.	Communications	Charger, Desktop Single KNG-Pxxx	2	\$80.00	✓ \$160.00
11.	Communications	Speaker Microphone, 3.5mm IP68	2	\$148.00	✓ \$296.00
12.	Communications	Minitor 6 143-174 Pager	8	\$440.00	✓ \$3,520.00
13.	Communications	Minitor 6 Charger	8	\$130.00	✓ \$1,040.00
14.	Communications	Antenna VHF AMP Charger	8	\$11.00	✓ \$88.00
15.	Safety - Wildland	Web Gear with Hydration Pack	3	\$275.00	\$825.00 ✓
16.	Safety - Wildland	Regular Size Fire Shelter with Case	3	\$460.00	\$1,380.00 ✓
17.	Safety - Wildland	V-Tab Bottle Holder, 1-Quart	6	\$35.00	\$210.00 ✓
18.	Equipment - Wildland	Radio Chest Harness	3	\$80.00	\$240.00
19.	Equipment - Wildland	Hose Clamp Pouch	3	\$50.00	\$150.00
20.	Equipment - Wildland	Wildland Shut-Off Clamp	3	\$220.00	\$660.00
21.	Equipment - Wildland	1.5"X100' Wildland Hose	8	\$170.00	\$1,360.00
22.	Equipment - Wildland	1.5X1.5X1 FORESTRY TEE VALVE	8	\$65.00	\$520.00

F. CAL FIRE USE ONLY (Formub-Driven) PROJECT TOTAL COST

\$28,364.00

G. ADDITIONAL INFORMATION 1. Briefly describe the area to be served: fire protection system, water system, equipment, facilities, staffing, hazards, etc. and purpose of proposed project. 2. How will the request(s) maintain or bring your organization into compliance with NFPA 1977 : Limited to space below.

The Livingston City Fire Department is requesting a Volunteer Fire Assistance (VFA) Program Grant for the purchase of (3) NFPA Structure Pants, (3) NFPA Structure Coats, (3) NFPA Structure Helmets, (3) NFPA Structure Boots, (15) NFPA compliant Structure PPE Gloves, (3) Web Gear with Hydration Pack, (3) Regular Size Fire Shelter with Case, and (6) V-Tab Bottle Holder. In addition to personnel protective equipment, Livingston Fire Department is requesting (2) BK Radio KNG-P150CMD, (8) Minitor 6 Pagers, (3) Radio Chest Harness, (3) Hose Clamp Pouch, (3) Wildland Shut-Off Clamp, (8) 1.5"x100' Wildland Hose, and (8) 1.5X1.5X1 Forestry Tee Valve. In the amount of \$28364.00 with the City paying \$14,182.00 and the VFA awarding \$14,182.00

The Livingston City Fire Department is an All Risk fire department providing fire suppression, rescue and emergency services to the City of Livingston and the unincorporated areas in the County adjacent to the City limits. The City of Livingston has one station and is staffed by two career firefighters and 19 paid call firefighters protecting approximately 28 square miles. To ensure 24/7 coverage, the station is staffed with one career firefighter per day, augmented by the volunteer paid call fire company.

This cannot be understated, compliant Wildland and Structural Personal Protective Equipment is the single most important lifesaving survival piece of equipment during firefighting activity. Communication is a close second followed by reliable and updated equipment. This award would significantly enhance firefighter safety on wildland and structural fire suppression operations for our volunteer paid called firefighters.

Thank you for your time and consideration in reviewing this request.


In addition to the original request(s), Applicants may list alternative projects for excess or unused funds, which the State will review during the initial application process. The State will determine which of the Applicant's projects are eligible for funding if excess or unused funds become available. Upon advanced written approval by the State, the applicant may use additional/excess funding up to the contract maximum amount to purchase State approved items in listed order of priority on their application.

Deviations from the original application are considered an amendment and require prior approval before the amended expenditures can be made.

The funds will be only for those projects accomplished and/or items purchased between Agreement Approval Date and June 30, 2020. The Recipient agrees to provide CAL FIRE with itemized documentation of the Agreement project expenditures and bill CAL FIRE as soon as the project is complete, but no later than September 1, 2020.

The Recipient gives CAL FIRE or any authorized representative access to examine all records, books, papers, or documents relating to the Agreement. The Recipient shall hold harmless CAL FIRE and its employees for any liability or injury suffered through the use of property or equipment acquired under this Agreement. The applicant certifies that to the best of applicant's knowledge and belief, the data in this application is true.

I certify that the above and attached information is true and correct:



5/6/19

Original Signature Required: Grantee's Authorized Representative

Date Signed

Printed Name

Title

Executed on:

at

Date

City

Organization Name : Livingston City Fire Department

**Grant Assurances
for
Cooperative Forestry Assistance Act of 1978
Volunteer Fire Assistance (VFA)**

Organization Name : Livingston City Fire Department

Contact's First Name : Baraka

Contact's Last Name : Carter

Street Address : 1430 "C" Street

Mailing Address :

City : Livingston

County : Merced

Zip Code : 95334

State : California

CAL FIRE Unit : MMU - Madera-Mariposa-Merced Unit

Phone Number : 2097611975

Email Address : Baraka.Carter@fire.ca.gov

DUNS Number : 4948162

To check to see what your DUNS number is, or to apply for one, please go to:
<https://iupdate.dnb.com/iUpdate/companylookup.htm>

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for the Volunteer Fire Assistance grant, of the Cooperative Forestry Assistance Act of 1978 and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the grant.
2. Will assure that grant funds are used only for items requested and approved in the application.
3. Assures that all wildland fire response employees (full-time, part-time or volunteer) are fully equipped with appropriate wildland fire response personal protective equipment that meets NFPA 1977, *Standard on Protective Clothing and Equipment for Wildland Fire Fighting*, and are trained to a proficient level in the use of the personal protective equipment. Wildland fire suppression safety clothing and equipment includes :
 - Safety helmet
 - Goggles
 - Ear Protection
 - Fire-resistant (i.e. Nomex) hood, shroud, or equivalent face and neck protection
 - Fire-resistant (i.e. Nomex) shirt and pants
 - Gloves
 - Safety work boots
 - Wildland fire shelter
 - Communications Equipment
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have a family, business or other ties.
6. Will comply with all applicable requirements of all other Federal laws, Executive orders, regulations, Program and Administrative requirements, policies and other requirements governing this program.
7. Will comply with USDA Forest Service Civil Rights requirements. See Forest Service Civil Rights literature [here](#).
8. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Organization Name : Livingston City Fire Department

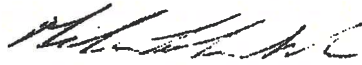
In compliance with NFPA 1977 and trained in the use of Wildland PPE.

Not in compliance with NFPA 1977 but applying for grant funding to purchase Wildland PPE and/or provide required training.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Printed Name of Authorized Agent :

Signature of Authorized Agent :



Title of Authorized Agent :

Date :

Submit this completed application electronically to: CALFIRE.Grants@fire.ca.gov In addition, print this application , sign and date and mail

to:

CAL FIRE

ATTN: Megan Esfandiary , Grants Management Unit

P.O. Box 944246

Sacramento, CA 94244-2460

Hard copy must be postmarked by May 21, 2019.

Electronic copy must be submitted by May 21, 2019 at 11:59pm.

**State of California
Dept. of Forestry and Fire Protection (CAL FIRE)
Cooperative Fire Programs
GRANT AGREEMENT**

APPLICANT: Livingston City Fire Department
PROJECT TITLE: Volunteer Fire Assistance Program
GRANT AGREEMENT: 7FG19062

PROJECT PERFORMANCE PERIOD IS from Upon Approval through June 30, 2020.
 Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Dept. of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: Cost-share funds awarded to provide assistance to rural areas in upgrading their capability to organize, train, and equip local forces for fire protection.

Total State Grant not to exceed **\$12,717.00** (or project costs, whichever is less)

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Livingston City Fire Department

 Applicant

By _____
 Signature of Authorized Representative
 Jose Antonio Ramirez
 Title City Manager, City of Livingston

By _____
 Title: **Gabrielle Avina**
Staff Chief, Cooperative Fire Programs

Date _____

Date _____

CERTIFICATION OF FUNDING

AMOUNT OF ESTIMATE FUNDING \$12,717.00	GRANT AGREEMENT NUMBER 7FG19062	PO ID		
ADJ. INCREASING ENCUMBRANCE \$ 0.00	SUPPLIER ID			
ADJ. DECREASING ENCUMBRANCE \$ 0.00	PROJECT ID 354019DG2012128	ACTIVITY ID SUBGNT		
UNENCUMBERED BALANCE \$12,717.00	GL UNIT 3540	BUD REF 001	FUND 0001	ENY 2019
REPORTING STRUCTURE 35409206	SERVICE LOC	ACCOUNT 5340580	ALT ACC 5340580002	

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

 SIGNATURE OF CAL FIRE ACCOUNTING OFFICER

 DATE

**VOLUNTEER FIRE ASSISTANCE PROGRAM
TERMS AND CONDITIONS**

DEPARTMENT OF FORESTRY AND FIRE PROTECTION

STATE OF CALIFORNIA
Natural Resources Agency

Agreement for the Volunteer Fire Assistance Program of the
Cooperative Forestry Assistance Act of 1978

THIS AGREEMENT, made and entered into **ON THE LAST SIGNATORY DATE ON PAGE 6**, by and between the STATE of California, acting through the Director of the Department of Forestry and Fire Protection hereinafter called "STATE", and Livingston City Fire Department

_____ hereinafter called "LOCAL AGENCY", covenants as follows:

RECITALS:

1. STATE has been approved as an agent of the United States Department of Agriculture, (USDA), Forest Service for the purpose of administering the Cooperative Forestry Assistance Act (CFAA) of 1978 (PL 95-313, United States Code, Title 16, Chapter 41, Section 2010 et seq., Volunteer Fire Assistance Program), hereinafter referred to as "VFA", and
2. The VFA has made funds available to STATE for redistribution, under certain terms and conditions, to LOCAL AGENCY to assist LOCAL AGENCY to upgrade its fire protection capability, and
3. LOCAL AGENCY desires to participate in said VFA.

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

4. **APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. LOCAL AGENCY may not commence performance until such approval has been obtained.**
5. **TIMELINESS: Time is of the essence in this Agreement.**
6. **FORFEITURE OF AWARD: LOCAL AGENCY must return this Agreement and required resolution properly signed and executed to STATE at the address specified in paragraph 11, with a postmark no later than December 1, 2019 or LOCAL AGENCY will forfeit the funds.**
7. **GRANT AND BUDGET CONTINGENCY CLAUSE: It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.**

This **Agreement** is valid and enforceable only if sufficient funds are made available to the STATE by the United States Government for the State Fiscal Year 2019 for the purpose of this program. In addition, this **Agreement** is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this **Agreement** in any manner.

The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this **Agreement** shall be amended to reflect any reduction in funds.

The STATE has the option to invalidate the **Agreement** under the 30-day cancellation clause or to amend the **Agreement** to reflect any reduction in funds.

8. **REIMBURSEMENT:** STATE will reimburse LOCAL AGENCY, from funds made available to STATE by the Federal Government, an amount not to exceed on a 50/50 matching funds basis, for the performance of specific projects and/or purchase of specific items identified in Proposed Project, Application for Funding, attached hereto. **Reimbursement will be only for those projects accomplished and/or items purchased between THE LAST SIGNATORY DATE ON PAGE 1 and JUNE 30, 2020.** This sum is the sole and maximum payment that STATE will make pursuant to this Agreement. **LOCAL AGENCY must bill STATE at the address specified in paragraph 11, with a postmark no later than September 1, 2020 in order to receive the funds.** The bill submitted by LOCAL AGENCY must clearly delineate the projects performed and/or items purchased. A vendor's invoice or proof of payment to vendor(s) must be included for items purchased.
9. **LIMITATIONS:** Expenditure of the funds distributed by STATE herein is subject to the same limitations as placed by the VFA, upon expenditure of United States Government Funds. Pursuant to Title 7 of the Code of Federal Regulations, Section 3016.32 subject to the obligations and conditions set forth in that section; title to any equipment and supplies acquired under this **Agreement** vests with the LOCAL AGENCY. For any equipment items over \$5,000, the federal government may retain a vested interest in accordance with paragraph 16 below.
10. **MATCHING FUNDS:** Any and all funds paid to LOCAL AGENCY under the terms of this **Agreement**, hereinafter referred to as "VFA Funds", shall be matched by LOCAL AGENCY on a dollar-for-dollar basis, for each project listed on attachment(s) hereto identified as "Proposed Project". No amount of unpaid "contributed" or "volunteer" labor or services shall be used or consigned in calculating the matching amount "actually spent" by LOCAL AGENCY. LOCAL AGENCY shall not use VFA Funds as matching funds for other federal grants, including Department of Interior (USDI) Rural Fire Assistance grants, nor use funds from other federal grants, including USDI Rural Fire Assistance grants, as matching funds for VFA Funds.

11. ADDRESSES: The mailing addresses of the parties hereto, for all notices, billings, payments, repayments, or any other activity under the terms of the Agreement, are:

LOCAL AGENCY: Livingston City Fire Department
1416 C Street
Livingston, CA 95334
Attention: Bryan Alvis
Telephone Number(s): 209-394-7919
FAX Number: (209) 394-8917
E-mail bryan.alvis@fire.ca.gov

STATE: **Department of Forestry and Fire Protection**
Grants Management Unit, Attn: Megan Esfandiary
P. O. Box 944246
Sacramento, California 94244-2460
PHONE: (916) 653-3649

12. PURPOSE: Any project to be funded hereunder must be intended to specifically assist LOCAL AGENCY to organize, train, and/or equip local firefighting forces in the aforementioned rural area and community to prevent or suppress fires which threaten life, resources, and/or improvements within the area of operation of LOCAL AGENCY.
13. COMBINING: In the event funds are paid for two or more separate, but closely related projects, the 50/50 cost-sharing formula will be applied to the total cost of such combined projects.
14. OVERRUNS: In the event that the total cost of a funded project exceeds the estimate of costs upon which this Agreement is made, LOCAL AGENCY may request additional funds to cover the **Agreement** share of the amount exceeded. However, there is no assurance that any such funds are, or may be, available for reimbursement. Any increase in funding will require an amendment.
15. UNDERRUNS: In the event that the total cost of a funded project is less than the estimate of costs upon which this **Agreement** is made, LOCAL AGENCY may request that additional eligible projects/items be approved by STATE for **Agreement** funding. However, there is no assurance that any such approval will be funded. Approval of additional projects/items, not listed on the Proposed Project application, made by STATE, will be in writing and will require an amendment.
16. FEDERAL INTEREST IN EQUIPMENT: The Federal Government has a vested interest in any item purchased with VFA funding in excess of \$5,000 regardless of the length of this **Agreement**, until such time as the fair market value is less than \$5,000. The VFA percentage used to purchase the equipment will be applied to the sale price and recovered for the Government during the sale. This percentage will remain the same even following depreciation. The Federal Government may not have to be reimbursed if the disposal sale amounts to a fair market value of less than \$5,000. LOCAL AGENCY will notify STATE of the disposal of such items.

17. EQUIPMENT INVENTORY: Any single item purchased in excess of \$5,000 will be assigned a VFA Property Number by the STATE. LOCAL AGENCY shall forward a copy of the purchase documents listing the item, brand, model, serial number, any LOCAL AGENCY property number assigned, and a LOCAL AGENCY contact and return address to STATE at the address specified in paragraph 11. The STATE will advise the LOCAL AGENCY contact of the VFA Property Number assigned.
18. AUDIT: LOCAL AGENCY agrees that the STATE, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this **Agreement**. LOCAL AGENCY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. LOCAL AGENCY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, LOCAL AGENCY agrees to include a similar right of the State of California to audit records and interview staff in any subcontract related to performance of this **Agreement**. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
19. DISPUTES: In the event of any dispute over qualifying matching expenditures of LOCAL AGENCY, the dispute will be decided by STATE and its decision shall be final and binding.
20. INDEMNIFICATION: LOCAL AGENCY agrees to indemnify, defend, and save harmless, the STATE, its officers, agents, and employees, from any and all claims and losses, accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this **Agreement**, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by LOCAL AGENCY in the performance of this **Agreement**.
21. DRUG-FREE WORKPLACE REQUIREMENTS: LOCAL AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;

- 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed **Agreement** will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the **Agreement**.

Failure to comply with these requirements may result in suspension of payments under the **Agreement** or termination of the **Agreement** or both and LOCAL AGENCY may be ineligible for funding of any future State **Agreement** if the department determines that any of the following has occurred: (1) the LOCAL AGENCY has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

22. **TERM: The term of the Agreement SHALL COMMENCE ON THE LAST SIGNATORY DATE ON PAGE 1 and continue through June 30, 2020.**
23. **TERMINATION:** This **Agreement** may be terminated by either party giving 30 days written notice to the other party or provisions herein amended upon mutual consent of the parties hereto.
24. **AMENDMENTS:** No amendment or variation of the terms of this **Agreement** shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or **Agreement** not incorporated in the **Agreement** is binding on any of the parties.
25. **INDEPENDENT CONTRACTOR:** LOCAL AGENCY, and the agents and employees of LOCAL AGENCY, in the performance of this **Agreement**, shall act in an independent capacity and not as officers or employees or agents of the STATE or the Federal Government.

STAFF REPORT

AGENDA ITEM: Resolution Approving a Property Tax Sharing Agreement Between The City of Livingston and The County of Merced

MEETING DATE: October 1, 2019

PREPARED BY: Brad Grant, Interim Finance Director

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council adopt Resolution No. 2019-_____ Approving a Property Tax Sharing Agreement between the City of Livingston and the County of Merced.

BACKGROUND:

On June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A (“Proposition 13”) which essentially capped the annual amount of property taxes to 1% of assessed value for all local governments (cities, counties, schools and special districts) serving a property. Previously, each individual local government had the ability to annually set rates and levy property taxes. Before Proposition 13, the average property tax rate in California was 2.67%.

In addition, property taxes were based on the market value of property, that is, the price for which it could be sold. Under Proposition 13, property taxes are based on a property’s purchase price. In each year after a purchase, the property’s taxable value for property tax purposes increases by 2%, or the rate of inflation, whichever is lower. This process continues until the property is sold and again is taxed at its purchase price. Because of the capped tax rate and the value to which it was applied, property tax payments to all local governments dropped by roughly 60%.

To determine how much tax revenue each local government would receive from the lower rate, the property tax each local government in the county received before Proposition 13 was divided by the property tax raised by all local governments countywide. This calculation provided each local government’s percentage share of the 1 percent tax rate.

Because of the significant reduction in property tax revenue, all individual local governments had to make budget adjustments and/or rely on other revenue sources. To assist counties in this regard, the California Legislature added Section 99 to the California Revenue and Taxation Code, which requires a city seeking to annex property to its incorporated territory and a county affected by such annexation to have in place a property tax sharing agreement before annexation can occur.

On September 21, 2004, the City and Merced County entered into a Master Property Tax Sharing Agreement (“2004 Tax Sharing Agreement”). On July 1, 2009, the County terminated the 2004 Tax Sharing Agreement because the County determined that the 2025 Livingston General Plan set a policy direction for the future growth of the City that was fundamentally in conflict with the County’s General Plan. That issue has been resolved, and the City has been negotiating with the County for several years on a new property tax sharing agreement.

Until a new agreement is in place, no annexations can be made to the City of Livingston. The lack of agreement has resulted in missed opportunities for annexations and potential growth of the City and a growth of revenues.

DISCUSSION:

The major points of the proposed Property Tax Sharing Agreement are as follows.

1. Sharing of Fire Fund Property Tax – 100% of the County Fire Fund Ad Valorem Property Tax Revenue from each Annexation Area would go to the County. This is the same as the prior agreement.
2. Sharing of General Fund Property Tax – City shall receive 100% of the Ad Valorem Property Tax Revenue from each Annexation Area that would otherwise be allocated and distributed to the County General Fund, less City ERAF. This results in 63% of the Ad Valorem Property Tax Revenue from each Annexation Area going to the County, and 37% would go to the City. Under the 2004 Tax Sharing Agreement, 75% went to the County, and 25% went to the City of Livingston.
3. Sharing of Sales Tax – Effective January 1, 2024, the City would share 5% of its 1% Bradley Burns sales tax receipts with the County of Merced. Effective January 1, 2029, the City would share 7.5% of its 1% Bradley Burns sales tax receipts with the County of Merced.

The 2004 Tax Sharing Agreement only shared property tax and did not provide for any sharing of sales tax or an established relationship with the Board of Equalization by ordinance.

Although Section 99 of the California Revenue and Taxation Code provides only for the sharing of property tax, the Cities of Los Banos and Atwater currently share sales tax with the County of Merced with their tax sharing agreements. The City of Merced shares part of their sales tax but not as part of their Revenue Sharing Agreement. Staff from the inception of negotiations has been pursuing the very same property tax agreement and sales tax agreement as the City of Merced.

4. Term – This Agreement would continue for a period of ten years, but under certain conditions could be terminated by either party with written notice of cancellation of at least 180 days prior to the end of any fiscal year (June 30). As of the preparation of the

Staff Report, City Staff and County have been discussing modifications to the termination section in order to better reflect the intent of the Parties.

City officials and staff have advocated for a set term without the ability for either Party to terminate unless there is a change in law or initiative making the agreement unenforceable.

5. Continued Tax Sharing Past Termination – The expiration or termination of the Property Tax Sharing Agreement would have no effect on the sharing of the 1% Bradley Burns sales tax receipts or of the allocation of property tax revenues for properties within the City or annexations for which LAFCO has issued a certificate of filing prior to the effective date of termination.
6. Agricultural Mitigation – The City of Livingston would participate in future discussions to establish an agricultural mitigation program for productive agricultural land converted to urban development. The Property Tax Sharing Agreement does not commit the City to anything other than participating in future discussions.
7. City and General Plan Cooperation – The County and City would refer applications received by each and consider all comments before forwarding the applications to Local Agency Formation Committee (“LAFCO”).

FISCAL IMPACT:

The estimated net property tax revenue to be generated from one single-family residence (estimated value of \$300,000) upon construction in a newly annexed area would be about \$1,150, with \$725 going to the County and \$425 going to the City.

The estimated sales tax receipts that would be shared with the County based on current budgeted receipts at the 5% level would be about \$70,000, and at the 7.50% level would be about \$105,000.

ATTACHMENTS:

1. Resolution Approving Property Tax Sharing Agreement
2. Draft Property Tax Sharing Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING A PROPERTY TAX SHARING AGREEMENT BETWEEN
THE CITY OF LIVINGSTON AND THE COUNTY OF MERCED**

WHEREAS, on June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A limiting the total amount of property taxes which could be levied on property by local taxing agencies having such property within their territorial jurisdiction to one percent (1%) of full cash value; and

WHEREAS, representatives from the City and County have met and discussed the exchange of taxes; and

WHEREAS, annexation will not decrease the County's responsibilities for providing municipal/county-wide services in the areas of county administration, adult and juvenile detention and correction, health and human services, libraries, and office of emergency services; and

WHEREAS, annexation will decrease the County's responsibilities for providing unincorporated area services in the areas of police patrol, planning, roads, building inspection, and parks; and

WHEREAS, annexation causes certain revenues to automatically shift from the County to the City; and

WHEREAS, the County and City now wish to establish a Property Tax Sharing Agreement to establish a fair and equitable approach in the sharing of real property Ad Valorem taxes, imposed and collected as authorized by the Revenue and Taxation Code, in order to encourage sound urban development and economic growth, and to maximize each party's ability to finance the delivery of essential governmental services in areas annexed to the City; and

WHEREAS, it is further the purpose of the attached Property Tax Sharing Agreement to provide for mutual cooperation and coordination to avoid conflict with each party's General Plan goals, objectives and policies.

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

1. The City Council approves the Property Tax Sharing Agreement Between the City of Livingston and the County of Merced, in a form approved by the City Attorney, and in substantially the form attached hereto as Attachment 1.

2. The Mayor is authorized to execute the Property Tax Sharing Agreement.

Passed and adopted this 1st day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

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 1st day of October, 2019.

City Clerk of the City of Livingston

**PROPERTY TAX SHARING AGREEMENT
BETWEEN THE CITY OF LIVINGSTON AND THE COUNTY OF MERCED**

THIS AGREEMENT, is made and entered into this day of , 2019, by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as “County”), and the City of Livingston, a Municipal Corporation incorporated under the laws of the State of California, (hereinafter referred to as “City”), and pursuant to the Revenue and Taxation Code of the State of California.

RECITALS

WHEREAS, on June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A thereto which limited the total amount of property taxes which could be levied on property by local taxing agencies having such property within their territorial jurisdiction to one percent (1%) of full cash value; and

WHEREAS, following such constitutional amendment, the California Legislature added Section 99 to the California Revenue and Taxation Code which requires a city seeking to annex property to its incorporated territory, and a county affected by such annexation to agree upon an exchange of property taxes which are derived from such property and available to the county and city following annexation of the property to the incorporated territory of the city; and

WHEREAS, representatives from the City and County have met and discussed the exchange of property tax; and

WHEREAS, annexation will not decrease the County’s responsibilities for providing municipal/county-wide services in the areas of county administration, adult and juvenile detention and correction, health and human services, libraries, and office of emergency services; and

WHEREAS, annexation could decrease the County’s responsibilities for providing unincorporated area services in the areas of police patrol, planning, roads, building inspection, and parks; and

WHEREAS, annexation causes certain revenues to automatically shift from the County to the City, such as sales tax, motor vehicle in-lieu tax, trailer coach in-lieu tax, transient occupancy tax, real property transfer tax, vehicle code fines, gasoline tax, and other fees and licenses; and

WHEREAS, the County and City now wish to establish a Property Tax Sharing Agreement to establish a fair and equitable approach in the sharing of real property Ad Valorem taxes, imposed and collected as authorized by the Revenue and Taxation Code, in order to encourage sound urban development and economic growth and to maximize each party’s ability to finance the delivery of essential governmental services in areas annexed to the City; and

WHEREAS, it is the purpose of this Agreement to serve as a Property Tax Sharing

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Agreement pursuant to Section 99 of the California Revenue and Taxation Code for property tax revenue attributable to the territory annexed to the City subsequent to the date of receipt of confirmation that the Board of Equalization has implemented the City's amended certified sales tax ordinance as set forth in Section 6; and

WHEREAS, it is a further purpose of this Agreement to provide for mutual cooperation and coordination to avoid conflict with each party's General Plan goals, objectives, and policies.

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

1. **RECITALS.** The foregoing recitals are true and correct and are part of this Agreement.
2. **DEFINITIONS.** The words and phrases in this Agreement shall have the meanings as set forth below:
 - (a) ANNEXATION – shall mean the inclusion, attachment, or addition of territory to the City pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, following the effective date of this Agreement.
 - (b) ANNEXATION AREA OR ANNEXATION AREAS – shall mean properties annexed from the County into the City following the effective date of this Agreement.
 - (c) AD VALOREM PROPERTY TAX – shall mean the tax imposed on real and tangible personal property based upon the value of the property.
 - (d) BASE PROPERTY TAX YEAR – shall mean the tax assessed valuation at the time the Tax Rate Area is established by the State Board of Equalization.
 - (e) COUNTY SERVICE PAYMENT – shall mean a payment made to the County by the City to help offset the City's share of cost for countywide services provided.
 - (f) EDUCATIONAL REVENUE AUGMENTATION FUND (ERAF) – shall mean the requirement of the County Auditor-Controller to shift a certain percentage of annual allocations of local property tax revenues from counties, cities and special districts to a specified fund which is utilized by the State of California to reduce its financial obligation to public schools and help meet its minimum state funding requirements pursuant to Proposition 98.
 - (g) ERAF FACTOR – shall mean the percentage required by California Revenue and Taxation Code sections 97, et seq. to be multiplied by an affected agency's AB 8 gross level in order to determine the amount of funds to be transferred to the specified ERAF FUND.
 - (h) INCREMENTAL PROPERTY TAX REVENUE – shall mean the total increase or decrease in the assessed valuation over the base property tax within the annexed area.
3. **REPORTING.** From and after the first fiscal year following the effective date of each annexation, County Auditor-Controller will report, as part of the regular AB8 report process, to

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City Manager Office and County Executive Office the calculation and the actual amount of the Ad Valorem Property Tax revenue from the Annexation Area available for allocation and distribution pursuant to this Agreement.

4. SHARING OF PROPERTY TAX.

From and after the first fiscal year following the effective date of each annexation:

- (a) County shall receive 100% of County Fire Fund Ad Valorem Property Tax Revenue from each Annexation Area.
- (b) City shall receive 100% of the Ad Valorem Property Tax Revenue from each Annexation Area that would otherwise be allocated and distributed to the County General Fund, less City ERAF.

5. PAYMENT FOR COUNTY SERVICES.

- (a) From and after the first fiscal year following the effective date of each Annexation, the City shall reimburse the County through a County Services Payment in an amount that equates to 63% of the post-ERAF Ad Valorem Property Tax Revenue collected from each Annexation Area, as specified in Section 4(b)
- (b) The City agrees to allow the County Auditor-Controller to withhold the County Services Payment amount as specified in Section 5(a) from the property tax revenue due to the City at the time an apportionment is allocated and distributed.

6. SHARING OF SALES TAX.

- (a) Effective January 1, 2024, the City agrees to share five percent (5%) of the City's one percent (1%) Bradley Burns sales tax receipts with the County of Merced. As a result of this Agreement, the City's rate would be 95%, and the County's rate 5%, of the total one percent (1%) Bradley Burns sales tax receipts.
- (b) Effective January 1, 2029, the City agrees to share seven and one half percent (7.5%) of the City's one percent (1%) Bradley Burns sales tax receipts with the County of Merced. As a result of this Agreement, the City's rate would be 92.5% and the County rate 7.5%, of the total one percent (1%) Bradley Burns sales tax receipts.
- (c) In order to establish the new sharing ratio with the State Board of Equalization in a timely manner, the City and County agree to:
 - (i) Adopt or amend an ordinance to reduce the local sales and use tax by 5% effective January 1, 2024 through December 31, 2028 and 7.5% effective January 1, 2029 which would be shared with the County.

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- (ii) Within 30 days of receipt of the certified ordinance, the County will submit both the City ordinance and the County ordinance to the State Board of Equalization to implement the new sharing ratio.
- (iii) The City and County understand and acknowledge that the new sharing ratio will be effective the following quarter after the State Board of Equalization is in receipt of and has processed the necessary affirming documents.

7. AGRICULTURAL MITIGATION.

The City agrees to participate in future discussions to establish an agricultural mitigation program for productive agricultural land converted to urban development.

8. CITY AND COUNTY GENERAL PLAN COOPERATION.

- (a) The City's General Plan, adopted in 1999, identifies an Urban Growth Boundary, a Sphere of Influence Boundary and a Planning Area Boundary.
- (b) The City and County understand that legislative bodies may not bind future legislative bodies, and that one (1) legislative body may not delegate its legislative or police power to another legislative body.
- (c) To ensure communication, coordination and to avoid conflict with the City in the implementation of the 1999 General Plan, the County agrees to refer the following applications which are accepted by the County within the City's 1999 General Plan Planning Area Boundary to the City for its review and comments:
 - Major and Minor Subdivisions;
 - Conditional Use Permits;
 - Zone Changes;
 - General Plan Amendments; and
 - Administrative Permits.

The County will consider all comments provided by the City prior to taking action on the application.

- (d) To assist and support the County in implementing County General Plan Policies concerning the preservation of agricultural resources, the City agrees to refer all applications resulting in the expansion of the City limit boundaries into the unincorporated area of the County to the County for review and comment. The City will consider all County comments prior to forwarding the applications to LAFCO.
- (e) The City's 1999 General Plan designates lands outside of the City Limits but within the Sphere of Influence Boundary for a variety of urban uses (i.e. residential, commercial, and industrial), and designates lands outside of the Sphere of Influence Boundary to the Year 2050 Growth Boundary as various Reserves (i.e. Urban Commercial, Industrial, Public

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Facility, and Park). To assist and support County General Plan policies concerning the preservation of agricultural resources, the City agrees to refer all applications resulting in the expansion of City limit boundaries into the unincorporated area of the County to the County for its review and comment. The City will consider all County comments prior to forwarding the application to LAFCO.

- (f) The City agrees to participate in future discussions to establish a countywide agricultural mitigation program for productive agricultural land converted to urban development.

MODIFICATIONS.

- (a) It is mutually understood and agreed that should any changes in state statutory law, court decisions, changes in ERAF methodology or calculations which purports to negate allocations made under this agreement or state administrative decision or direction result in redistribution of tax revenues previously distributed, any increases or decreases from the original property tax allocation amounts or penalties will be adjusted using the 63% to the County and 37% to the City formula as outlined in Section 5(a).
- (b) It is mutually understood and agreed that should any changes in ERAF occur due to any state statutory law, court or State of California voter decisions, or changes in ERAF methodology or calculation, or state administrative decision or direction that results in the redistribution of future property tax revenue which negate the basic purposes of this Agreement, the property tax allocation from the Annexation Areas, outlined in Section 4 and 5 collectively, shall be thereafter adjusted to the following method:
 - i. The County shall receive 100% of Ad Valorem Property Tax Revenue from each Annexation Area that would otherwise be allocated and distributed for County Fire Services.
 - ii. The City and County shall share the Ad Valorem Property Tax Revenue from each Annexation Area that would otherwise be allocated and distributed pre-ERAF to the County General Fund, with the County receiving 100 % of the Base Property Tax Revenue at time of annexation and the Incremental Property Tax Revenue after annexation shared County 75% and the City 25%.
- (c) Any joint legal costs incurred as a result of resolving a dispute with a third party regarding the revenue distribution outlined in Sections 4 and 5 or in resolving any joint issues related to the modification of property tax revenue distributions will be shared 50% to the County and 50% to the City. In the event that a dispute arises between the County and City, each party will bear its own cost.

9. TERM.

This Agreement shall commence as of the date of receipt of confirmation that the Board of Equalization has implemented the City's amended certified sales tax ordinance as set forth in Section 6 herein, and continue for a period of ten years, provided that either party may terminate this Agreement due to changes in state statutory law, court decisions, voter decisions, or state administrative actions having an impact on revenue. Written notice of cancellation must be

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delivered to the other party at least one hundred eighty (180) days prior to the end of any fiscal year (June 30). An expiration or termination of the agreement shall have no effect on the sharing of the one percent (1%) Bradley Burns sales tax receipts or of the allocation of property tax revenues for properties within the City or annexations for which LAFCO has issued a certificate of filing prior to the effective date of termination. Should either party elect to terminate this Agreement, the parties agree to meet and confer within sixty (60) days regarding renegotiation of the terms of this Agreement.

10. MISCELLANEOUS PROVISIONS.

- (a) Both parties agree that this Agreement and all documents issued or executed pursuant hereto, and the rights and obligations of the parties thereunder and hereunder is subject to and governed by the laws of the State of California in all respects as to the interpretation, construction, operation, effect, and performance.
- (b) The waiver by either party of a breach of any provision of this Agreement by the other party shall not operate or be construed to operate as a waiver of any subsequent breach. The making or the acceptance of a payment by either party with knowledge of the existence of a breach shall not operate or be construed to operate as a waiver of any subsequent breach.
- (c) No remedy conferred herein upon or reserved to the parties hereto is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any failure to comply with any term or condition of this Agreement shall impair any such right or power or shall be construed to be a waiver thereto but any such right and power may be exercised from time to time and as often as may be deemed expedient.
- (d) The provisions of this Agreement shall constitute the entire Agreement between the parties and may be modified only by written agreement duly executed by the parties hereto.
- (e) The City and the County further covenant to cooperate with one another in all respects necessary to ensure the successful consummation of the actions contemplated by this Agreement, and each will take all actions within its authority to ensure cooperation of its officials, officers, agents, and employees.
- (f) Should all or any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this Agreement take any action to frustrate the intentions of the parties as expressed in this Agreement, then in such event, this entire Agreement as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement, shall immediately be of no force and effect and, in particular, no property tax exchange agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the City and County as to unincorporated property.

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- (g) In the event the County’s or the City’s general plans or any elements thereof are, in whole or in part, determined to be invalid by any court, governmental agency, public board or body, the County and the City acknowledge and agree that any such invalidity shall have no force or effect upon any of the remaining terms or conditions of this Agreement.
- (h) This Agreement is executed in counterparts, each of which shall be deemed a duplicate original.

11. NOTICE.

All notices requests certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the respective parties at the following addresses:

COUNTY
 County Executive Officer
 2222 M Street
 Merced, CA 95340

CITY
 City Manager
 1416 C Street
 Livingston, CA 95334

Notice by personal delivery shall be effective immediately upon delivery. Notice by mail shall be effective upon receipt or three days after mailing whichever is earlier.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

COUNTY OF MERCED

CITY OF LIVINGSTON

 Lloyd Pareira,
 Chair, Board of Supervisors

 Gurpal Samra,
 Mayor

Date _____

Date _____

ATTEST:

 James L. Brown
 Clerk of the Board

 Antonio Silva,
 City Clerk

Date _____

Date _____

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APPROVED AS TO LEGALITY AND FORM:

COUNTY OF MERCED

CITY OF LIVINGSTON

James N. Fincher,
County Counsel

Jose M. Sanchez,
City Attorney

Date _____

Date _____
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