



## **CITY COUNCIL REGULAR MEETING AGENDA January 21, 2020**

**OPEN SESSION:**

**7:00 P.M.**

Notice is hereby given that the City Council will hold a Regular Meeting on January 21, 2020, 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:

### **REGULAR MEETING**

#### **CALL TO ORDER**

**Next Resolution No.: 2020-01  
Next Ordinance No.: 642**

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

#### **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.

## **AWARDS, PRESENTATIONS, PROCLAMATIONS**

1. Swearing in of Finance Director Vanessa Portillo by Mayor Gurpal Samra.

## **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 January 7, 2020.
3. Approval of Warrant Register Dated January 16, 2020.
4. Approval of Minutes of Meeting Held on December 3, 2019.
5. Approval of Minutes of Meeting Held on December 17, 2019.

## **DISCUSSION AND POTENTIAL ACTION ITEMS**

6. Resolution Appropriating \$56,690 of the Citizens Option for Public Safety (COPS) Unappropriated Fund Balance from Fiscal Year 2018/2019.
7. Resolution Adopting City of Livingston Master Employee Salary Schedule Effective January 1, 2020.
8. Resolution Accepting Bid from Conco-West, Inc. for the Livingston Water System Improvements Project, State Project No. 2410004-003C.
9. Resolution Authorizing Submittal of 2019 CalHome Application.
10. Resolution Approving the Cannabis Operating Agreement template.
11. Resolution Authorization the Purchase of Three Desktop Computers Using State Homeland Security Grant Program Funding.
12. Introduce and Waive the First Reading of Ordinance No. \_\_\_ of the City Council of the City of Livingston Repealing Ordinance No. 628 and Replacing Livingston Municipal Code, Title 4, Chapter 1, "Building Administration Codes" to Adopt and Amend the 2019 California Building Code, 2019 California Mechanical Code, 2018 International Property Maintenance Code, 2019

California Plumbing Code, 2019 California Electrical Code, 2019 California Historical Building Code, 2019 Energy Code, 2019 California Green Building Standards Code, 2019 California Fire Code, and 2019 California Residential Building Code and All Appendices Attached Thereto and Set Public Hearing for Regular City Council Meeting on February 18, 2020.

13. City Council to Provide Staff Direction for Appointment to the Planning Commission.
14. Resolution Authorizing the City Manager to Execute an Amendment to the Option for the Purchase of Certain Real Property Located on D Street Between 5<sup>th</sup> and 6<sup>th</sup> Streets (024-147-006, 024-153-003, 024-153-011 and 024-154-005).
15. Resolution Authorizing the Execution of a Professional Service Agreement with Mintier Harnish Planning Consultants for the Preparation of a General Plan Update and Accompanying Environmental Impact Report.

## **ADJOURNMENT**

**STAFF REPORT**

**AGENDA ITEM:** Approval of Warrant Register dated January 7, 2020  
**MEETING DATE:** January 21, 2020  
**PREPARED BY:** Nancy Fuentes, Sr. Account Clerk  
**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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**RECOMMENDATION:**

Approve warrant register dated January 7, 2020

**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:

December 17, 2019 – January 07, 2020

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:**

<b>GENERAL WARRANTS.....</b>	<b>\$ 479,396.04</b>	<b>1277-1369</b>
<b>PAYROLL WARRANTS.....</b>	<b>\$ 357,299.87</b>	<b>1066-1099</b>
<b>TOTAL WARRANTS.....</b>	<b>\$ 836,695.91</b>	

**ATTACHMENTS:**

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

# Accounts Payable

## Checks by Date - Detail by Check Date

User: nfuentes  
 Printed: 1/7/2020 12:06 PM



**City of Livingston**  
 1416 C Street  
 Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1264	collins 092019	Collins & Schoettler Planning Consultants, Planning Consulting Services for Sept 2019	12/12/2019	8,872.50
Total for Check Number 1264:				8,872.50
1265	ramireef 002	Efrain Ramirez Deposit refund for even 10/26/2019 Port. Hall	12/12/2019	250.00
Total for Check Number 1265:				250.00
1266	RTC Con 004 004	RTC Construction Management, Inc. CIP Retention for Waterline Replacement Projec CIP Retention for Waterline Replacement Projec	12/12/2019	50,594.55 7,496.06
Total for Check Number 1266:				58,090.61
1267	SWRCB SW-0179604	SWRCB- Accounting Office Phase II Small MS4 Annual permit 10/01/2019-(	12/12/2019	8,539.00
Total for Check Number 1267:				8,539.00
1268	SWRCB1 Chavez 2	SWRCB- Wastewater Operator Certification Re-exam for J. Chavez Wastewater treatment pla	12/12/2019	110.00
Total for Check Number 1268:				110.00
Total for 12/12/2019:				75,862.11
1269	abs 121484 121484 121484	ABS Direct, Inc. Delinquent letters for December Delinquent letters for December Delinquent letters for December	12/19/2019	51.67 51.68 51.67
Total for Check Number 1269:				155.02
1270	AMEREXPR 001 002 003 004 005 006	American Express Annual Membership renewal Fee Lights for E-696 Fire dept Parts for fridge Work out Equipment Parts for fridge Mural Plaque	12/19/2019	58.00 273.56 54.76 594.41 49.84 569.00
Total for Check Number 1270:				1,599.57
1271	BANKCARE AC001 AC002 AC003 CS001	Bank of America Business Card Sens battery charger returned A.C Wastewater treatment exam grade 4-5 DWWTP Postage Uniform Cleaning Captain	12/19/2019	-1,006.40 299.99 6.85 12.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	DS001	Analyst Training x3		285.00
	DS002	NENA Membership D. Soria		142.00
	DS003	NENA Membership Arevalo		142.00
	DS004	Door Name Plate/Sergeant		17.18
	HB001	Battery Case for Jose iphone		31.19
	HB002	Lunch for panel members for Finance Director		73.72
	HB003	Central Valley Chapter Meeting Registration- Ha		20.00
	HB004	Return Ipad case		-39.99
	JB001	Additional clips bleachers at lil guys		101.22
	JB002	Paint for museum		30.65
	JB003	Christmas judge gift		2.00
	JB003	YBB Supplies battery for megaphone		15.07
	JB004	Basketball Medals		920.16
	JB005	TShirts order for fall league coed champions		188.39
	JB006	Concessions		11.46
	JB007	Additional basketballs		91.72
	JR001	Meeting with Admin		45.04
	JR002	Meeting with PW		35.82
	JR003	Meeting with EOC Rep		41.84
	JR004	Meeting with city Engineer		14.68
	JR005	Fuel for Admin Car		38.60
	JR006	Greenlining meeting		20.00
	JR007	Greenlining meeting		39.69
	JR008	Affordable housing media interviews		126.17
	JR009	Affordable housing media interviews		40.35
	JR010	Housing CCB issues		28.00
	MA001	CLEARs Conference		708.60
	RC001	Uniform Cleaning Chief		13.44
	RC002	Analyst Training/ Arevalo		207.35
	RC003	Analyst Training/ Soria		207.35
	RC004	Analyst Training/ Chavez		207.35
	RC005	Succession Training/Captain		389.93
	RC006	Succession Training/Chief		389.93
	RC007	Fuel for training trip		46.41
	TA001	Prime membership		14.00
	TA002	Water State Report mailing		9.10
	TA003	Sewer Safety supplies		184.30
	TA004	Fertilizer bracket		53.12
	TA005	Lunch meeting AC & TA		31.86
	TA006	Certificate frame Rancho San Miguel		6.45
	TA007	Dewalt 2 pack battery		192.87
	TA008	Dewalt Circular Saw		0.62
	TA008	Dewalt Circular Saw		7.22
	TA008	Dewalt Circular Saw		1.10
	TA008	Dewalt Circular Saw		6.75
	TA008	Dewalt Circular Saw		3.05
	TA008	Dewalt Circular Saw		0.15
	TA008	Dewalt Circular Saw		16.66
	TA008	Dewalt Circular Saw		4.38
	TA008	Dewalt Circular Saw		35.83
	TA008	Dewalt Circular Saw		0.68
	TA008	Dewalt Circular Saw		5.51
	TA008	Dewalt Circular Saw		1.75
	TA008	Dewalt Circular Saw		10.59
	TA008	Dewalt Circular Saw		10.05
	TA008	Dewalt Circular Saw		24.99
	TA008	Dewalt Circular Saw		7.43
	TA008	Dewalt Circular Saw		0.47
	TA008	Dewalt Circular Saw		5.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	TA008	Dewalt Circular Saw		0.35
	TA008	Dewalt Circular Saw		4.30
	TA008	Dewalt Circular Saw		2.11
	TA008	Dewalt Circular Saw		1.84
	TA008	Dewalt Circular Saw		9.32
	TA008	Dewalt Circular Saw		5.90
	TA008	Dewalt Circular Saw		6.79
	TA008	Dewalt Circular Saw		13.96
	TA009	Speedometer for 2003 Dodge pickup		25.87
	TA009	Speedometer for 2003 Dodge pickup		5.54
	TA009	Speedometer for 2003 Dodge pickup		7.39
	TA009	Speedometer for 2003 Dodge pickup		7.40
	TA009	Speedometer for 2003 Dodge pickup		12.93
	TA009	Speedometer for 2003 Dodge pickup		14.78
	TA010	Prime membership		14.00
			Total for Check Number 1271:	4,711.50
1272	FAMILYSU	California State	12/19/2019	
	Held 12/14/019	200000000470014/FIPS Code 0600099 PR Endi		1,484.30
	Held 12/14/19	Case 0993764321-01 Mejia PR Ending 12/14/20		369.23
	Held 12/14/2019	200000000434371 & 200000001251470 PR End		512.76
	Held 12/31/2019	200000000434371 & 200000001251470 PR End		133.11
			Total for Check Number 1272:	2,499.40
1273	SWRCB2	State Water Resource Control Board	12/19/2019	
	S2001237	Principal Payment Loan Well #13		30,041.18
	S2001237	Interest Payment Loan Well #13		9,347.83
			Total for Check Number 1273:	39,389.01
1274	MODESTOB	The Modesto Bee	12/19/2019	
	0004498598	Notice of Public Hearing CDBG		480.80
			Total for Check Number 1274:	480.80
1275	LIVFARM	Valley Farm Supply Stores Inc.	12/19/2019	
	L102033	Wire brushes for cleaning batteries		3.87
	L102036	Caulk tub for urinal at pd dept		7.10
	OFF1L173283	Monte cristo stihl oil mix for small equip		60.33
	OFF1L173308	5 gal paul to applu protection museum mural		5.38
	OFF1L173450	PVC pipe , elbow irrigation sidewalk repair		10.96
	OFF1L173585	PVC couplings for irrigation (measure V)		2.79
	OFF1L173610	Pin punch & solid punch for street sign repair		18.18
	OFF1L173647	Supplies for graffiti removal		3.85
	OFF1L173647	Supplies for graffiti removal		0.27
	OFF1L173647	Supplies for graffiti removal		0.07
	OFF1L173647	Supplies for graffiti removal		0.91
	OFF1L173647	Supplies for graffiti removal		5.53
	OFF1L173647	Supplies for graffiti removal		0.10
	OFF1L173647	Supplies for graffiti removal		2.57
	OFF1L173647	Supplies for graffiti removal		3.55
	OFF1L173647	Supplies for graffiti removal		0.15
	OFF1L173647	Supplies for graffiti removal		1.44
	OFF1L173647	Supplies for graffiti removal		0.66
	OFF1L173647	Supplies for graffiti removal		0.11
	OFF1L173647	Supplies for graffiti removal		0.17
	OFF1L173647	Supplies for graffiti removal		0.33
	OFF1L173647	Supplies for graffiti removal		1.05
	OFF1L173647	Supplies for graffiti removal		0.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L173647	Supplies for graffiti removal		1.15
	OFF1L173647	Supplies for graffiti removal		0.68
	OFF1L173647	Supplies for graffiti removal		0.47
	OFF1L173647	Supplies for graffiti removal		0.02
	OFF1L173647	Supplies for graffiti removal		1.63
	OFF1L173647	Supplies for graffiti removal		1.04
	OFF1L173647	Supplies for graffiti removal		0.05
	OFF1L173647	Supplies for graffiti removal		0.28
	OFF1L173647	Supplies for graffiti removal		0.85
	OFF1L173647	Supplies for graffiti removal		1.11
	OFF1L173670	3/4 PVC for water leak repair 2nd st		5.17
	OFF1L173703	Zip ties for fence & bolts for park closed		24.47
	OFF1L173768	light bulbs for CDC		21.53
	OFF1L173787	Electrical connector for Kubota Kart		0.28
	OFF1L173787	Electrical connector for Kubota Kart		0.95
	OFF1L173787	Electrical connector for Kubota Kart		4.03
	OFF1L173787	Electrical connector for Kubota Kart		1.62
	OFF1L173787	Electrical connector for Kubota Kart		0.10
	OFF1L173787	Electrical connector for Kubota Kart		1.17
	OFF1L173787	Electrical connector for Kubota Kart		1.09
	OFF1L173787	Electrical connector for Kubota Kart		0.11
	OFF1L173787	Electrical connector for Kubota Kart		1.20
	OFF1L173787	Electrical connector for Kubota Kart		1.10
	OFF1L173787	Electrical connector for Kubota Kart		2.69
	OFF1L173787	Electrical connector for Kubota Kart		0.08
	OFF1L173787	Electrical connector for Kubota Kart		0.69
	OFF1L173787	Electrical connector for Kubota Kart		0.30
	OFF1L173787	Electrical connector for Kubota Kart		0.49
	OFF1L173787	Electrical connector for Kubota Kart		0.71
	OFF1L173787	Electrical connector for Kubota Kart		0.02
	OFF1L173787	Electrical connector for Kubota Kart		1.71
	OFF1L173787	Electrical connector for Kubota Kart		5.78
	OFF1L173787	Electrical connector for Kubota Kart		0.82
	OFF1L173787	Electrical connector for Kubota Kart		1.50
	OFF1L173787	Electrical connector for Kubota Kart		0.18
	OFF1L173787	Electrical connector for Kubota Kart		2.25
	OFF1L173787	Electrical connector for Kubota Kart		0.89
	OFF1L173787	Electrical connector for Kubota Kart		0.06
	OFF1L173787	Electrical connector for Kubota Kart		0.34
	OFF1L173871	Spray paint equip. ID painn		6.45
	OFF1L173921	Cement & green mesh used for tie @ storm drain		35.06
	OFF1L174100	retainer washer		2.37
	OFF1L174123	Safety boots for Fernando Sanchez		2.32
	OFF1L174123	Safety boots for Fernando Sanchez		0.40
	OFF1L174123	Safety boots for Fernando Sanchez		0.10
	OFF1L174123	Safety boots for Fernando Sanchez		1.49
	OFF1L174123	Safety boots for Fernando Sanchez		1.63
	OFF1L174123	Safety boots for Fernando Sanchez		2.04
	OFF1L174123	Safety boots for Fernando Sanchez		3.64
	OFF1L174123	Safety boots for Fernando Sanchez		5.47
	OFF1L174123	Safety boots for Fernando Sanchez		0.46
	OFF1L174123	Safety boots for Fernando Sanchez		1.58
	OFF1L174123	Safety boots for Fernando Sanchez		0.94
	OFF1L174123	Safety boots for Fernando Sanchez		1.29
	OFF1L174123	Safety boots for Fernando Sanchez		0.08
	OFF1L174123	Safety boots for Fernando Sanchez		7.85
	OFF1L174123	Safety boots for Fernando Sanchez		0.67
	OFF1L174123	Safety boots for Fernando Sanchez		3.06
	OFF1L174123	Safety boots for Fernando Sanchez		0.38



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OFF1L174123	Safety boots for Fernando Sanchez		2.20
	OFF1L174123	Safety boots for Fernando Sanchez		1.21
	OFF1L174123	Safety boots for Fernando Sanchez		0.24
	OFF1L174123	Safety boots for Fernando Sanchez		0.96
	OFF1L174123	Safety boots for Fernando Sanchez		1.48
	OFF1L174123	Safety boots for Fernando Sanchez		0.15
	OFF1L174123	Safety boots for Fernando Sanchez		0.14
	OFF1L174123	Safety boots for Fernando Sanchez		1.11
	OFF1L174123	Safety boots for Fernando Sanchez		0.03
	OFF1L174139	brush for grill at shop		10.76
	OFF2L145818	Saw blades & drill bits		70.64
	OFF2L145858	Evidence Room Closet- Drying Room		19.38
	OFF2L145943	CDC kitchen sink replacement		107.74
	OFF2L145953	Wrench tool to remove sink at PD		15.07
	OFF2L145968	Extra key for truck		11.60
	OFF2L145970	u bolts and black spray paint lmds		1.39
	OFF2L145970	u bolts and black spray paint lmds		0.60
	OFF2L145970	u bolts and black spray paint lmds		0.05
	OFF2L145970	u bolts and black spray paint lmds		3.45
	OFF2L145970	u bolts and black spray paint lmds		0.81
	OFF2L145970	u bolts and black spray paint lmds		2.31
	OFF2L145970	u bolts and black spray paint lmds		0.70
	OFF2L145970	u bolts and black spray paint lmds		1.46
	OFF2L145970	u bolts and black spray paint lmds		0.06
	OFF2L145970	u bolts and black spray paint lmds		1.00
	OFF2L145970	u bolts and black spray paint lmds		0.59
	OFF2L145970	u bolts and black spray paint lmds		0.76
	OFF2L145970	u bolts and black spray paint lmds		0.25
	OFF2L145970	u bolts and black spray paint lmds		1.29
	OFF2L145970	u bolts and black spray paint lmds		0.94
	OFF2L145970	u bolts and black spray paint lmds		0.93
	OFF2L145970	u bolts and black spray paint lmds		1.03
	OFF2L145970	u bolts and black spray paint lmds		0.15
	OFF2L145970	u bolts and black spray paint lmds		0.09
	OFF2L145970	u bolts and black spray paint lmds		0.42
	OFF2L145970	u bolts and black spray paint lmds		0.02
	OFF2L145970	u bolts and black spray paint lmds		1.93
	OFF2L145970	u bolts and black spray paint lmds		0.24
	OFF2L145970	u bolts and black spray paint lmds		0.29
	OFF2L145970	u bolts and black spray paint lmds		0.09
	OFF2L145970	u bolts and black spray paint lmds		4.95
	OFF2L145978	Stihl edger blades LMD la tierra		103.54
	OFF2L146036	9v battery for irrigation timer Pd lawn		10.76
	OFF2L146036	Barricade tape for stock		8.61
	OFF2L146037	Stihl choke control know for pollshow		5.89
	OFF2L146070	Needle valve for well 17		20.45
	OFF2L146109	Stihl Trimmer		73.15
	OFF2L146187	gate valve for water leak		32.30
			Total for Check Number 1275:	819.25
			Total for 12/19/2019:	49,654.55
1276	LOSBANOS 2020	Merced County Law Enforcement 2020 Executive Workshop- Chief Chavez	12/23/2019	325.00
			Total for Check Number 1276:	325.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	245302	Tail Lights for Trucks and Trailers		4.50
	245302	Tail Lights for Trucks and Trailers		0.26
	245302	Tail Lights for Trucks and Trailers		0.13
	245302	Tail Lights for Trucks and Trailers		0.10
	245302	Tail Lights for Trucks and Trailers		0.07
	245302	Tail Lights for Trucks and Trailers		0.05
Total for Check Number 1281:				22.54
1282	ALHAMBR/	Alhambra & Sierra Springs	01/07/2020	
	14654651121519	City Hall drinking water 11/21/2019		93.42
	14663340121319	Corpyard drinking water		93.08
Total for Check Number 1282:				186.50
1283	allstael	All Star Elite Sports	01/07/2020	
	2072	Youth Basketball Jerseys `		4,031.88
	2079	Basketball Jersey add-on		19.87
Total for Check Number 1283:				4,051.75
1284	ALLIEDW	Allied West Printing	01/07/2020	
	50814	Parking warning stickers		476.19
Total for Check Number 1284:				476.19
1285	UB*01878	JUAN ALVARADO	01/07/2020	
		Refund Check 110564-000, 2025 PARK STREE		61.54
		Refund Check 110564-000, 2025 PARK STREE		69.86
		Refund Check 110564-000, 2025 PARK STREE		33.27
Total for Check Number 1285:				164.67
1286	AFA	American Fidelity Assurance Company	01/07/2020	
		PR Batch 00014.12.2019 AFA After Tax	PR Batch 00014.12.2019 AFA	1,268.96
		PR Batch 00030.12.2019 AFA After Tax	PR Batch 00030.12.2019 AFA	1,310.16
		PR Batch 00030.12.2019 AFA Pre Tax	PR Batch 00030.12.2019 AFA	535.04
		PR Batch 00014.12.2019 AFA Pre Tax	PR Batch 00014.12.2019 AFA	535.04
Total for Check Number 1286:				3,649.20
1287	AFAFLEX	American Fidelity Assurance Company	01/07/2020	
		PR Batch 00014.12.2019 Health FSA	PR Batch 00014.12.2019 Hea	241.64
Total for Check Number 1287:				241.64
1288	att1	AT & T Mobility	01/07/2020	
	28727717126412	City Manager Cell Phone Dec 08- Jan 07		21.76
	28727717126412	Council Member Garcia Cell Phone Dec 08- Jan		77.00
	28727717126412	City Manager Cell Phone Dec 08- Jan 07		38.33
	28727717126412	City Manager Cell Phone Dec 08- Jan 07		21.76
	28727717126412	City Manager Cell Phone Dec 08- Jan 07		21.77
	28727717126412	Concil Member Kang Cell Phone Dec 08- Jan 0		77.00
Total for Check Number 1288:				257.62
1289	AFSCME	AFSCME District Council 57 Attn: Finance	01/07/2020	
		Union Dues PR 11/30 & 12/14		719.68
Total for Check Number 1289:				719.68
1290	bsk	BSK Associates	01/07/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	A931900	Quanti-Tray 2000 & Total Coliform & E. Coli; S		150.00
	A932318	Quanti-Tray 2000 & Total Coliform and E. Coli		100.00
	A932658	Arsenic CA DWICPMS		80.00
	A932659	TCP- Low Level		700.00
	A932838	Quanti-Tray 2000 & Total Coliform and E. Coli		225.00
	A932840	Quanti-Tray 2000 & Total Coliform and E. Coli		150.00
	A933274	Arsenic CA DW ICPMS		80.00
	A933529	Quanti-Tray 2000 & Total Coliform & E. Coli; S		150.00
	A933530	Quanti-Tray 2000 & Total Coliform & E. Coli; S		75.00
			Total for Check Number 1290:	1,710.00
1291	CALAVERA 2065237	Calaveras Materials Inc. Briarwood & Cherrywood Curb & Gutter/ ADA	01/07/2020	521.06
			Total for Check Number 1291:	521.06
1292	calicham 11395513 11395513 11395513	California Chamber of Commerce Employment Poster 2020 Employment Poster 2020 Employment Poster 2020	01/07/2020	40.28 40.27 40.27
			Total for Check Number 1292:	120.82
1293	FAMILYSU Held 12/28/19 Held 12/28/2019 Held 12-28-19	California State 200000000434371 & 200000001251470 PR End Case 0993764321-01 Mejia PR Ending 12/28/20 200000000470014/FIPS Code 0600099 PR Endi	01/07/2020	512.76 369.23 1,484.30
			Total for Check Number 1293:	2,366.29
1294	CALTRAFF 19549	Cal-Traffic 6 No tractor trailer parking signs City Wide Sign	01/07/2020	195.07
			Total for Check Number 1294:	195.07
1295	Cashier 3rd 2019	CDFA Cashier - CDFA 2019 Third Quarter Certified Farmers Market Fe	01/07/2020	64.00
			Total for Check Number 1295:	64.00
1296	UB*01886	MIGUEL CONTREROS & CINTHYA V. C Refund Check 109070-000, 789 ALMOND GLJ Refund Check 109070-000, 789 ALMOND GLJ Refund Check 109070-000, 789 ALMOND GLJ	01/07/2020	7.98 16.76 14.76
			Total for Check Number 1296:	39.50
1297	cooling 1230-452 1230-452 1230-452 1230-452 1230-452 1230-452 1230-452 1230-452 1230-452	Cooling Shedd Air Conditioning inspected and changed filters Museum inspected and changed filters CCH inspected and changed filters CH inspected and changed filters DWWTP inspected and changed filters Child Dev. inspected and changed filters Rec inspected and changed filters PW inspected and changed filters SR. Center	01/07/2020	49.72 49.72 49.72 49.72 49.72 49.72 49.72 49.72 49.72
			Total for Check Number 1297:	397.76
1298	COSTCO 2020 Renewal	Costco Wholesale Membership Recreation Costco Dues Membership Feb 2020	01/07/2020	120.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1298:	120.00
1299	UB*01879	LAVONE CRAIG	01/07/2020	
		Refund Check 108888-000, 321 KENSINGTON		46.16
		Refund Check 108888-000, 321 KENSINGTON		21.98
		Refund Check 108888-000, 321 KENSINGTON		40.66
			Total for Check Number 1299:	108.80
1300	CRITICAL 20-280	Critical Reach Inc Membership Criical Reach-Deanna Soria	01/07/2020	250.00
			Total for Check Number 1300:	250.00
1301	CSG Cons 28305	CSG Consultants, Inc. Code Enforcement Services Nov 2019	01/07/2020	700.00
			Total for Check Number 1301:	700.00
1302	CUMMINSW Y4-21837	Cummins Sales and Service Diagnosis & Road Charge Call for Generator at :	01/07/2020	393.62
			Total for Check Number 1302:	393.62
1303	UB*01885	ANA L. HERNANDEZ & DELFINO CAS'	01/07/2020	
		Refund Check 109924-000, 1010 PRUSSO STR		64.27
		Refund Check 109924-000, 1010 PRUSSO STR		30.60
		Refund Check 109924-000, 1010 PRUSSO STR		56.62
			Total for Check Number 1303:	151.49
1304	EcheVane 122019	Vanessa Belen Echevarria Class Contractor Payment for the Month of Dec	01/07/2020	661.50
			Total for Check Number 1304:	661.50
1305	evo 117617 117617	Emergency Vehicle Outfitters Inc. Light Bar for Work truck Light Bar for Work truck	01/07/2020	175.50 175.50
			Total for Check Number 1305:	351.00
1306	UB*01877	HENRY ESCOBAR	01/07/2020	
		Refund Check 109112-000, 606 FIRST STREE'		6.41
		Refund Check 109112-000, 606 FIRST STREE'		7.28
		Refund Check 109112-000, 606 FIRST STREE'		3.47
			Total for Check Number 1306:	17.16
1307	FergMode 1510735 1510883	Ferguson Waterworks Joseph & Virginia ADA Ramp Curb & Gutter Joseph & Virginia ADA Ramp Curb & Gutter	01/07/2020	337.68 118.82
			Total for Check Number 1307:	456.50
1308	fineline 194	Fineline Striping Estimate #416 Peach Avenue-Winton Parkway tr	01/07/2020	6,475.00
			Total for Check Number 1308:	6,475.00
1309	NEWACCES 118770572	First Communications, LLC Fire Dept Long Distance 12/2019	01/07/2020	44.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1309:	44.36
1310	frontie2 0569Z005-S-1933	Frontier Communications Corp Radio Connection Fees for Dec 5- Jan 4	01/07/2020	151.32
			Total for Check Number 1310:	151.32
1311	GARZA	Garza Tire & Wheel Inc.	01/07/2020	
	88960	Tires for LMD Trucks		8.43
	88960	Tires for LMD Trucks		27.15
	88960	Tires for LMD Trucks		99.95
	88960	Tires for LMD Trucks		12.20
	88960	Tires for LMD Trucks		143.30
	88960	Tires for LMD Trucks		37.26
	88960	Tires for LMD Trucks		17.22
	88960	Tires for LMD Trucks		2.50
	88960	Tires for LMD Trucks		28.87
	88960	Tires for LMD Trucks		20.34
	88960	Tires for LMD Trucks		23.58
	88960	Tires for LMD Trucks		55.81
	88960	Tires for LMD Trucks		2.73
	88960	Tires for LMD Trucks		0.59
	88960	Tires for LMD Trucks		27.01
	88960	Tires for LMD Trucks		1.40
	88960	Tires for LMD Trucks		6.98
	88960	Tires for LMD Trucks		7.35
	88960	Tires for LMD Trucks		40.18
	88960	Tires for LMD Trucks		1.87
	88960	Tires for LMD Trucks		22.06
	88960	Tires for LMD Trucks		17.52
	88960	Tires for LMD Trucks		42.35
	88960	Tires for LMD Trucks		29.73
	88960	Tires for LMD Trucks		4.40
	88960	Tires for LMD Trucks		66.69
	90355	Service Call Backhoe/ Streets		160.00
	90456	Under cover van 2 tires replaced		200.53
			Total for Check Number 1311:	1,108.00
1312	GILTON	Gilton Solid Waste	01/07/2020	
	1119379	14960 Vinewood green waste rental charge 11/2		104.00
	1119756	14960 Vinewood Dirt & leaf pick up and Box Re		2,480.45
	1119757	14960 Vinewood Trash Pick up and Box Rental		14,605.40
	1119758	Corpyard box rental charge 11/2019		104.00
	Dec2019	Sanitation Contract Services For Dec 2019		82,777.37
			Total for Check Number 1312:	100,071.22
1313	GOLSTA	Golden State Flow Measurement	01/07/2020	
	I-062087	Strainer cover for gasket @ Well 8		97.70
	I-062094	Quote #2045 (22 1-inch meters)		5,395.20
	I-062094	Quote #2045 (22 MXU'S)		3,657.20
	I-062094	Quote #2045 (10 Registers)		941.80
			Total for Check Number 1313:	10,091.90
1314	gouveia	Gouveia Engineering Inc.	01/07/2020	
	9557	Encroachment Permits- CVIN LLC		172.50
	9557	Encroachment Permits- CVIN Fiber Optic Cable		22.31
	9557	Encroachment Permits- Diegos New Drive Way		617.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
9557		Encroachment Permits- MID Olive Ave Extensio		531.75
9558		Annual DBE, QAP Program		227.06
9559		DIR Project Reporting- Well 11		44.63
9559		DIR Project Reporting- City Hall Main Switchbc		44.63
9559		DIR Project Reporting- Memorial Park Fan Elec		44.63
9559		DIR Project Reporting- Main and Park St		44.63
9560		Misc Meeting with City Manager and Staff		94.50
9560		Misc Meeting with City Manager and Staff		94.50
9560		Misc Meeting with City Manager and Staff		94.50
9562		Planning general		70.88
9563		AB1600 Development Impact Fee Study		117.04
9563		AB1600 Development Impact Fee Study		117.04
9563		AB1600 Development Impact Fee Study		117.05
9563		AB1600 Development Impact Fee Study		117.05
9563		AB1600 Development Impact Fee Study		117.04
9563		AB1600 Development Impact Fee Study		117.04
9563		AB1600 Development Impact Fee Study		117.04
9563		AB1600 Development Impact Fee Study		117.04
9564		ARCO Station		212.63
9565		Padilla Auto Sales		22.31
9567		Capital Improvement program		9,302.40
9568		Requirements for Grease Trap replacement at Sil		70.88
9570		Phase II MS4 Compliance Inspections		262.50
9571		Water General CIP list for Utility Rate Study		526.50
9572		TCP Treatment Well 14 &16		12,069.81
9573		CDBG Waterline Replacement Phase 3		66.94
9574		Cal Trans Documentation		1,070.61
9574		Cal Trans Documentation		1,070.61
9575		CML-5256 (015) Roundabout Main & B		9,826.48
9576		Winton Parkway SB Hwy 99 on-ramp		637.88
9577		Building Dept General		70.88
9578		Building Plan Check Review		283.50
9579		Conference call with Applicant & Planner -Penfi		212.63
9580		Sun Valley Estates CON Management Conferenc		212.63
9581		Manzanita Homes CON Management		70.88
9582		Foster Farms Plant Exp. CON Management		141.75
9583		Foster Farms Lab CON Management		396.38
9584		CDBG Applications prepare schedule & agreeen		141.75
9586		Well #9 Replacement		2,997.20
9620		Singh Park Lift Station Rehab		567.00
9622		Water Conservation Reporting		756.00
9623		TCP Treatment Well 8, 9 , 13 & 17		3,795.75
Total for Check Number 1314:				47,826.07
1315	HALP 2-002A	Jennifer Halpin Livingston MCR/MOR Compliance OCT 2019	01/07/2020	680.00
Total for Check Number 1315:				680.00
1316	UB*01881	SUKHVIR SINGH HARJIT K TOOR Refund Check 108094-000, 928 OLDS AVENU Refund Check 108094-000, 928 OLDS AVENU Refund Check 108094-000, 928 OLDS AVENU	01/07/2020	28.27 13.46 24.91
Total for Check Number 1316:				66.64
1317	HaroA Haro1	Alejandro Haro Park Deposit Refund Max foster 12/14/2019	01/07/2020	150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1317:	150.00
1318	HOFFMAN 454228	Hoffman Security, Inc. Museum Security Services 01/01/2020-1/31/2020	01/07/2020	48.95
			Total for Check Number 1318:	48.95
1319	jlanal 485664 486390 487076	J L Analytical Services Inc. Weekly Lab Test DWWTTP 11/13/2019 Weekly Lab Test DWWTTP 12/04/2019 Weekly Lab Test DWWTTP 11/27/2019	01/07/2020	129.50 129.50 129.50
			Total for Check Number 1319:	388.50
1320	brisco 22704	Jim Brisco Enterprises Inc. Bio Solids Removal @ DWWTTP	01/07/2020	16,738.42
			Total for Check Number 1320:	16,738.42
1321	kimball 7577742 7591263 7591263 7591263 7591263 7591263 7591263 7591263 7591263 7591263 7591263	Kimball Midwest Washer/nuts/ cable tie/fluid for all depts Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept Washer & Nut for dept	01/07/2020	0.04 2.76 0.82 21.41 0.75 1.11 0.23 21.41 1.54 0.34 0.19 0.56 20.67 20.67 21.40 3.96 0.12 0.07 0.65 0.75 0.05 1.17 0.48 0.20 0.02 0.48 0.80 0.08 0.61 21.41 1.86 1.03 6.49 0.01 0.87 0.15 0.48 0.06 0.59 6.72



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7591263	Washer & Nut for dept		0.04
	7591263	Washer & Nut for dept		0.25
	7591263	Washer & Nut for dept		0.02
	7591263	Washer & Nut for dept		0.01
	7591263	Washer & Nut for dept		6.72
	7591263	Washer & Nut for dept		0.15
	7591263	Washer & Nut for dept		0.35
	7591263	Washer & Nut for dept		6.72
	7591263	Washer & Nut for dept		1.24
	7591263	Washer & Nut for dept		0.02
	7591263	Washer & Nut for dept		6.47
	7591263	Washer & Nut for dept		0.24
	7591263	Washer & Nut for dept		0.07
	7591263	Washer & Nut for dept		0.26
	7591263	Washer & Nut for dept		0.32
	7591263	Washer & Nut for dept		0.37
	7591263	Washer & Nut for dept		0.20
	7591263	Washer & Nut for dept		0.18
	7591263	Washer & Nut for dept		0.06
	7591263	Washer & Nut for dept		0.19
	7591263	Washer & Nut for dept		0.11
	7591263	Washer & Nut for dept		0.23
	7591263	Washer & Nut for dept		0.02
	7591263	Washer & Nut for dept		6.72
			Total for Check Number 1321:	193.97
1322	LIEBERT 1489524	Liebert Cassidy Whitmore Prof Services Police Dept 11/2019	01/07/2020	1,298.00
			Total for Check Number 1322:	1,298.00
1323	UB*01883	LIVINGSTON 172 LP Refund Check 110512-000, 2140 KAPREIL WA Refund Check 110512-000, 2140 KAPREIL WA Refund Check 110512-000, 2140 KAPREIL WA	01/07/2020	0.41 3.35 5.84
			Total for Check Number 1323:	9.60
1324	LPOA 3&4 Qtr	Livingston Peace Officers Association 3rd & 4th Qtr LPOA	01/07/2020	11,376.50
			Total for Check Number 1324:	11,376.50
1325	mejiat Mejia01	Tommy Mejia Computer Purchase Program	01/07/2020	1,916.46
			Total for Check Number 1325:	1,916.46
1326	merhealt IN0097713 IN0098680 IN0098681 IN0098682 IN0098683 IN0098684 IN0098685 IN0098686 IN0098687 IN0099389	Merced County Health Dept. COL Corpyard Generator and State Surcharge pe Well 8 State Surcharge fee and Permit fee Well 9 State Surcharge fee and Permit fee Well 11 State Surcharge fee and Permit fee Well 12 State Surcharge fee and Permit fee Well 13 State Surcharge fee and Permit fee Well 14 State Surcharge fee and Permit fee Well 15 State Surcharge fee and Permit fee Well 16 State Surcharge fee and Haz Mat Storage Well 17 State Surcharge fee and Permit fee	01/07/2020	864.00 207.00 207.00 207.00 207.00 207.00 207.00 207.00 207.00 364.00 207.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1326:	2,884.00
1327	MERTAX	Merced County Tax Collector	01/07/2020	
	047-140-016-000	Treatment Plant Property Tax- 2nd Installment		2,668.66
	047-140-017-000	Treatment Plant Property Tax- 2nd Installment		1,594.65
	047-160-001-000	Treatment Plant Property Tax- 2nd Installment		1,549.87
			Total for Check Number 1327:	5,813.18
1328	MID	Merced Irrigation District	01/07/2020	
	00000070-54	Street light electric service 10/31/2019-11/30/20		135.76
	00000070-54	Street light electric service 10/31/2019-11/30/20		10.96
	00000070-54	Street light electric service 10/31/2019-11/30/20		891.85
	00000070-54	Street light electric service 10/31/2019-11/30/20		218.79
	00000070-54	Street light electric service 10/31/2019-11/30/20		33.30
	00000070-54	Street light electric service 10/31/2019-11/30/20		47.30
	00000070-54	Street light electric service 10/31/2019-11/30/20		446.79
	00000070-54	Street light electric service 10/31/2019-11/30/20		18.10
	00000070-54	Street light electric service 10/31/2019-11/30/20		70.03
	00000070-54	Street light electric service 10/31/2019-11/30/20		135.76
	00000070-54	Street light electric service 10/31/2019-11/30/20		249.86
	00000070-54	Street light electric service 10/31/2019-11/30/20		230.81
	00000070-54	Street light electric service 10/31/2019-11/30/20		1,925.69
	00000070-54	Street light electric service 10/31/2019-11/30/20		4,971.94
	00000070-54	Street light electric service 10/31/2019-11/30/20		32.45
	00000070-54	Street light electric service 10/31/2019-11/30/20		181.21
	00000070-54	Street light electric service 10/31/2019-11/30/20		602.05
	00000070-54	Street light electric service 10/31/2019-11/30/20		1,171.85
	00000070-54	Street light electric service 10/31/2019-11/30/20		9.05
	00000070-54	Street light electric service 10/31/2019-11/30/20		511.94
	00000070-54	Street light electric service 10/31/2019-11/30/20		33.30
	00000070-54	Street light electric service 10/31/2019-11/30/20		147.76
	00000070-54	Street light electric service 10/31/2019-11/30/20		99.77
	00000070-54	Street light electric service 10/31/2019-11/30/20		572.18
	00000070-54	Street light electric service 10/31/2019-11/30/20		93.41
	00000070-54	Street light electric service 10/31/2019-11/30/20		66.60
	00000070-54	Street light electric service 10/31/2019-11/30/20		178.09
	00000070-54	Street light electric service 10/31/2019-11/30/20		240.81
	00000070-54	Street light electric service 10/31/2019-11/30/20		165.01
	00000070-54	Street light electric service 10/31/2019-11/30/20		168.22
	00000070-54	Street light electric service 10/31/2019-11/30/20		11.82
	00000070-54	Street light electric service 10/31/2019-11/30/20		499.66
	00000070-54	Street light electric service 10/31/2019-11/30/20		210.76
	00000070-54	Street light electric service 10/31/2019-11/30/20		18.10
	00000070-54	Street light electric service 10/31/2019-11/30/20		3,900.78
	00000070-54	Street light electric service 10/31/2019-11/30/20		297.86
	00000070-54	Street light electric service 10/31/2019-11/30/20		174.81
	00000070-54	Street light electric service 10/31/2019-11/30/20		16.65
	00000070-54	Street light electric service 10/31/2019-11/30/20		33.30
	00000070-54	Street light electric service 10/31/2019-11/30/20		33.30
	00000070-54	Street light electric service 10/31/2019-11/30/20		6.49
	00000070-54	Street light electric service 10/31/2019-11/30/20		10.96
	00000070-54	Street light electric service 10/31/2019-11/30/20		6,233.23
	00000070-54	Street light electric service 10/31/2019-11/30/20		18.10
	00000070-54	Street light electric service 10/31/2019-11/30/20		16.65
	00000070-54	Street light electric service 10/31/2019-11/30/20		37.57
	00000070-54	Street light electric service 10/31/2019-11/30/20		141.69
	00000070-54	Street light electric service 10/31/2019-11/30/20		105.70
	00000070-54	Street light electric service 10/31/2019-11/30/20		70.03

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	00000070-54	Street light electric service 10/31/2019-11/30/20		150.50
	00000070-54	Street light electric service 10/31/2019-11/30/20		35.01
	00000070-54	Street light electric service 10/31/2019-11/30/20		122.28
	00000070-54	Street light electric service 10/31/2019-11/30/20		205.52
	00000070-54	Street light electric service 10/31/2019-11/30/20		81.46
	00000070-54	Street light electric service 10/31/2019-11/30/20		9,408.26
			Total for Check Number 1328:	35,501.13
1329	mid2 0004567	Merced Irrigation District IRWM Agency Cost	01/07/2020	8,750.19
	0004571	Agency share of Merced Subbasin Phase II SGW		260.63
	0004571	Agency share of Merced Subbasin Phase II SGW		34.60
			Total for Check Number 1329:	9,045.42
1330	MERCOMM 110696	Merced Pest Control Pest Control Range	01/07/2020	80.00
			Total for Check Number 1330:	80.00
1331	meyers	Meyers Nave	01/07/2020	
	2019110279	General City Attorney Services for Nov 2019		1,850.06
	2019110279	General City Attorney Services for Nov 2019		1,850.06
	2019110280	General City Attorney Services for Nov 2019		8,635.80
	2019110280	General City Attorney Services for Nov 2019		3,480.00
	2019110281	General City Attorney Services for Nov 2019		345.00
	2019110282	Community Development- Planning Nov 2019		215.18
	2019110283	Professional Services Public works Nov 2019		522.58
	2019110284	Professional Services Public works Nov 2019		522.58
			Total for Check Number 1331:	17,421.26
1332	midvalle	Mid Valley IT	01/07/2020	
	202013545	Sundance IV Monthly IT Service for the Month		4.97
	202013545	Central Residential Monthly IT Serv. for the Mo		5.32
	202013545	La Tierra Monthly IT Service for the Month		9.61
	202013545	Garbage Monthly IT Services for the Month		366.84
	202013545	Vinewood Est. Monthly IT Service for the Montl		0.62
	202013545	Kensington Park S Monthly IT Service for the M		0.76
	202013545	Vintage West A Monthly IT Services for the Mon		0.21
	202013545	South Residential Monthly IT Service for the Mc		7.19
	202013545	Monte Cristo II Monthly IT Service for the Mont		2.96
	202013545	Sundance Monthly IT Service for the Month		4.06
	202013545	Strawberry Fields Monthly IT Service for the Mc		0.47
	202013545	Sundance Monthly IT Service for the Month		2.31
	202013545	Country Roads Monthly IT Services for the Mon		0.39
	202013545	Monte Cristo Monthly IT Service for the Month		1.45
	202013545	La Tierra Monthly IT Service for the Month		1.01
	202013545	Davante Villas Monthly IT Service for the Montl		2.03
	202013545	Bridgeport Vill. Monthly IT Service for the Mo.		1.07
	202013545	Somerset Monthly IT Service for the Month		11.48
	202013545	North Residential Monthly IT Service for the Mc		3.95
	202013545	Planning Monthly IT Services for the Month		217.62
	202013545	Monte Cristo Monthly IT Services for the Month		0.83
	202013545	Monte Cristo 2 Monthly IT Services for the Mont		0.85
	202013545	North Commercial Monthly IT Service for the M		3.64
	202013545	Sewer Monthly IT Services for the Month		318.92
	202013545	Country Lane II Monthly IT Service for the Mon		24.68
	202013545	Rec Monthly IT Services for the Month		507.77
	202013545	Almond Glen Monthly IT Service for the Month		1.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	202013545	Country Glen Monthly IT Services for the Month		0.21
	202013545	Elec Official Monthly IT Services for the Month		706.18
	202013545	Police Monthly IT Services for the Month		3,005.24
	202013545	Harvest Manor Monthly IT Service for the Month		2.18
	202013545	Vintage West B Monthly IT Service for the Month		1.24
	202013545	Strawberry Field Monthly IT Service for the Month		0.08
	202013545	Devante Villas Monthly IT Service for the Month		17.22
	202013545	South Commercial Monthly IT Service for the Month		0.11
	202013545	Vinewood Estates Monthly IT Service for the Month		1.25
	202013545	Vintage West Monthly IT Service for the Month		4.86
	202013545	Vinewood Est. II Monthly IT Service for the Month		0.11
	202013545	Country Lance II Monthly IT Service for the Month		2.08
	202013545	Parks Monthly IT Services for the Month		51.04
	202013545	Bldg Monthly IT Services for the Month		414.51
	202013545	Somerset Monthly IT Service for the Month		1.71
	202013545	CFD Monthly IT Services for the Month		316.85
	202013545	Country Lane I Monthly IT Service for the Month		4.65
	202013545	Parkside-Forecast Monthly IT Service for the Month		2.42
	202013545	Sundance IV Monthly IT Service for the Month		1.27
	202013545	Downtown Commercial Monthly IT Service for the Month		0.25
	202013545	Water Monthly IT Services for the Month		937.22
	202013545	Country Glen Monthly IT Service for the Month		0.45
	202013545	Country Roads Monthly IT Service for the Month		3.13
	202013545	Vinewood Estates II Monthly IT Service for the Month		0.32
	202013545	Kensington Pk S. Monthly IT Service for the Month		0.09
	202013545	Adm Monthly IT Services for the Month		508.56
	202013545	Parkside Forecast Monthly IT Service for the Month		7.29
	202013545	Bridgeport Village Monthly IT Service for the Month		6.42
	202013545	Country Lane I Monthly IT Service for the Month		0.74
		Total for Check Number 1332:		7,500.00
1333	MISSION	Mission Linen Supply	01/07/2020	
	511268395	Navy blue shirt for Art.		8.73
	511268395	Navy blue shirt for Art.		4.99
	511268395	Navy blue shirt for Art.		4.37
	511268395	Navy blue shirt for Art.		4.98
	511268395	Navy blue shirt for Art.		2.50
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		3.78
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		20.60
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		1.51
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		2.36
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		1.51
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		2.36
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		20.60
	511330393	Uniform Service and Janitorial Supplies 11/20/2019		20.61
	511330406	Mop and Mat Services for Senior Center		23.18
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		20.60
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		3.78
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		20.61
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		2.36
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		20.60
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		2.36
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		1.51
	511383003	Uniform Service and Janitorial Supplies 11/20/2019		1.51
	511434606	Towels & Mats for PD		78.82
	511434619	Mat Services for City Hall 12/18		58.48
	511434621	Mop and Mat Services for Livingston Council C		26.85
	511434631	Mop and Mat Services for Senior Center		23.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1333:	382.74
1334	MODERN 97229	Modern Air Inc. HVAC Maintenance	01/07/2020	291.00
			Total for Check Number 1334:	291.00
1335	modestow 46446 46446	Modesto Welding Products Tank rental for water and sewer Tank rental for water and sewer	01/07/2020	7.00 7.00
			Total for Check Number 1335:	14.00
1336	montevis 399408	Monte Vista Small Animal Hospital Vet fees	01/07/2020	14.20
			Total for Check Number 1336:	14.20
1337	Officede	Office Depot	01/07/2020	
	407056873001	Laminator replacement for dept		0.93
	407056873001	Laminator replacement for dept		2.55
	407056873001	Laminator replacement for dept		4.56
	407056873001	Laminator replacement for dept		1.70
	407056873001	Laminator replacement for dept		1.08
	407056873001	Laminator replacement for dept		0.79
	407056873001	Laminator replacement for dept		0.32
	407056873001	Laminator replacement for dept		1.32
	407056873001	Laminator replacement for dept		0.09
	407056873001	Laminator replacement for dept		0.39
	407056873001	Laminator replacement for dept		0.80
	407056873001	Laminator replacement for dept		1.36
	407056873001	Laminator replacement for dept		1.01
	407056873001	Laminator replacement for dept		1.23
	407056873001	Laminator replacement for dept		0.34
	407056873001	Laminator replacement for dept		0.11
	407056873001	Laminator replacement for dept		36.27
	407056873001	Laminator replacement for dept		0.20
	407056873001	Laminator replacement for dept		6.54
	407056873001	Laminator replacement for dept		36.27
	407056873001	Laminator replacement for dept		0.06
	407056873001	Laminator replacement for dept		1.24
	407056873001	Laminator replacement for dept		36.27
	407056873001	Laminator replacement for dept		0.12
	407056873001	Laminator replacement for dept		0.56
	407056873001	Laminator replacement for dept		3.04
	407056873001	Laminator replacement for dept		1.83
	407056873001	Laminator replacement for dept		0.03
	407056873001	Laminator replacement for dept		1.93
	407056914001	2020 Calendars for Depts		28.65
	407056914001	2020 Calendars for Depts		28.64
	407056914001	2020 Calendars for Depts		28.64
	407056914001	2020 Calendars for Depts		28.64
			Total for Check Number 1337:	327.90
1338	oreillya 3654-316682 3654-316682	O'Reilly Automotive Store Inc. Battery for bobcat excavator Battery for bobcat excavator	01/07/2020	62.29 62.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1338:	124.57
1339	PGE	Pacific Gas & Electric Company	01/07/2020	
	0007882096-6	Monthly Service 21800 Feet North of Liv. 10/2019		76.26
	0007882097-4	Monthly Service ES Lincoln S/ Peach 10/2019		100.68
	0007882186-5	Monthly Service Corner of White and Crowell 11/2019		185.24
	0154346521-3Nov	Monthly Service for NE C/O Campbell Ave		7.15
			Total for Check Number 1339:	369.33
1340	PARAMOUNT	Paramount Pest Control Inc.	01/07/2020	
	1912-00680	Pest Control Service City Hall 12/12/2019		37.00
	1912-00681	Pest Control Service Fire Dept 12/12/2019		37.00
	1912-00682	Pest Control Service Gun Club 12/12/2019		37.00
	1912-00683	Pest Control Service Museum 12/12/2019		37.00
	1912-00685	Pest Control Service Police Dept 12/12/2019		37.00
	1912-00686	Pest Control Service Senior Center 12/12/2019		36.00
			Total for Check Number 1340:	221.00
1341	PREMIER	Premier Access Insurance Company	01/07/2020	
		PR Batch 00028.12.2019 Dental	PR Batch 00028.12.2019 Den	380.55
	Premier 0120	Admin charges for Jan 2020		19.35
	Premier 0120	Admin charges for Jan 2020		6.45
	Premier 0120	Admin charges for Jan 2020		19.35
	Premier 1126	Claims 12/26/2019		64.40
	Premier 1126	Claims 12/26/2019		787.10
	Premier 1126	Claims 12/26/2019		64.40
	Premier 1126	Claims 12/26/2019		26.30
	Premier 1126	Claims 12/26/2019		64.40
	Premier 1126	Claims 12/26/2019		64.40
	Premier 1211	Claims 12/11/2019		0.19
	Premier 1211	Claims 12/11/2019		2.48
	Premier 1211	Claims 12/11/2019		0.94
	Premier 1211	Claims 12/11/2019		1.77
	Premier 1211	Claims 12/11/2019		1.20
	Premier 1211	Claims 12/11/2019		4.06
	Premier 1211	Claims 12/11/2019		1,659.35
	Premier 1211	Claims 12/11/2019		2.14
	Premier 1211	Claims 12/11/2019		1.46
	Premier 1211	Claims 12/11/2019		0.56
	Premier 1211	Claims 12/11/2019		4.17
	Premier 1211	Claims 12/11/2019		0.41
	Premier 1211	Claims 12/11/2019		3.12
	Premier 1211	Claims 12/11/2019		3.16
	Premier 1211	Claims 12/11/2019		3.94
	Premier 1211	Claims 12/11/2019		357.41
	Premier 1211	Claims 12/11/2019		1.73
	Premier 1211	Claims 12/11/2019		0.64
	Premier 1211	Claims 12/11/2019		1.62
	Premier 1211	Claims 12/11/2019		418.71
	Premier 1211	Claims 12/11/2019		4.70
	Premier 1211	Claims 12/11/2019		232.62
	Premier 1211	Claims 12/11/2019		7.47
	Premier 1211	Claims 12/11/2019		0.15
	Premier 1211	Claims 12/11/2019		0.75
	Premier 1211	Claims 12/11/2019		724.97
	Premier 1211	Claims 12/11/2019		1.35
	Premier 1211	Claims 12/11/2019		0.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Premier 1211	Claims 12/11/2019		2.29
	Premier 1211	Claims 12/11/2019		2.40
	Premier 1211	Claims 12/11/2019		0.11
	Premier 1211	Claims 12/11/2019		1.28
	Premier 1211	Claims 12/11/2019		2.10
	Premier 1211	Claims 12/11/2019		0.04
	Premier 1211	Claims 12/11/2019		5.00
	Premier 1211	Claims 12/11/2019		2.78
	Premier 1211	Claims 12/11/2019		0.15
	Premier 1211	Claims 12/11/2019		50.44
	Premier 1211	Claims 12/11/2019		0.19
	Premier 1211	Claims 12/11/2019		2.10
	Premier 1211	Claims 12/11/2019		4.89
	Premier 1211	Claims 12/11/2019		0.23
	Premier 1211	Claims 12/11/2019		2.03
	Premier 1211	Claims 12/11/2019		1.65
	Premier 1211	Claims 12/11/2019		0.34
	Premier 1211	Claims 12/11/2019		1.95
	Premier 1211	Claims 12/11/2019		1.58
	Premier 1211	Claims 12/11/2019		9.77
	Premier 1211	Claims 12/11/2019		0.41
	Premier 1211	Claims 12/11/2019		0.53
	Premier 1211	Claims 12/11/2019		10.70
	Premier 1211	Claims 12/11/2019		0.15
	Premier 1211	Claims 12/11/2019		3.33
	Premier 1218	Claims 12/18/2019		53.20
	Premier 1218	Claims 12/18/2019		13.30
	Premier 1218	Claims 12/18/2019		13.30
	Premier 1218	Claims 12/18/2019		877.80
	Premier 1218	Claims 12/18/2019		53.20
			Total for Check Number 1341:	6,055.20
1342	premicol	Premier Collision Center & Restoration	01/07/2020	
	1646	Estimate #11/25/19 Repairs to City Manager's ve		255.54
	1646	Estimate #11/25/19 Repairs to City Manager's ve		255.56
	1646	Estimate #11/25/19 Repairs to City Manager's ve		255.54
	1646	Estimate #11/25/19 Repairs to City Manager's ve		255.54
	1646	Estimate #11/25/19 Repairs to City Manager's ve		255.55
	1646	Estimate #11/25/19 Repairs to City Manager's ve		255.54
			Total for Check Number 1342:	1,533.27
1343	ramire Dec 2019	Alvaro Ramirez Contract payment for Dec 2019 - Karate	01/07/2020	
				229.00
			Total for Check Number 1343:	229.00
1344	RamireFe	Fernando Ramirez	01/07/2020	
	114-6538315	Work Boots per MOU Reimbursement for Ferna		10.00
	114-6538315	Work Boots per MOU Reimbursement for Ferna		10.00
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		0.78
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		1.72
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		1.29
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		0.16
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		1.55
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		3.57
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		0.22
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		0.22
	114-6538315	Work Boots per MOU Reimbursement for Ferna		120.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		2.49
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		0.41
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		4.23
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		1.78
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		5.04
	114-6538315	Work Boots per MOU Reimbursement for Ferna		20.00
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		4.81
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		2.22
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		0.43
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		2.64
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		2.10
	114-6538315	Work Boots Per MOU Reimbursement for Ferna		4.34
			Total for Check Number 1344:	200.00
1345	UB*01884	RAFAEL RAMIREZ	01/07/2020	
		Refund Check 109958-000, 1036 SUNRISE CO		50.51
		Refund Check 109958-000, 1036 SUNRISE CO		93.43
		Refund Check 109958-000, 1036 SUNRISE CO		106.06
			Total for Check Number 1345:	250.00
1346	UB*01882	GAGAN RANU	01/07/2020	
		Refund Check 108427-000, 585 OLDS AVENU		35.35
		Refund Check 108427-000, 585 OLDS AVENU		65.40
		Refund Check 108427-000, 585 OLDS AVENU		74.25
			Total for Check Number 1346:	175.00
1347	RAZZARIN	Razzari Auto Centers	01/07/2020	
	5211253	LMDs 03-32 engine sensor		2.57
	5211253	LMDs 03-32 engine sensor		1.88
	5211253	LMDs 03-32 engine sensor		0.30
	5211253	LMDs 03-32 engine sensor		0.15
	5211253	LMDs 03-32 engine sensor		2.41
	5211253	LMDs 03-32 engine sensor		4.39
	5211253	LMDs 03-32 engine sensor		0.92
	5211253	LMDs 03-32 engine sensor		3.15
	5211253	LMDs 03-32 engine sensor		15.64
	5211253	LMDs 03-32 engine sensor		0.06
	5211253	LMDs 03-32 engine sensor		2.95
	5211253	LMDs 03-32 engine sensor		1.91
	5211253	LMDs 03-32 engine sensor		4.07
	5211253	LMDs 03-32 engine sensor		0.27
	5211253	LMDs 03-32 engine sensor		0.76
	5211253	LMDs 03-32 engine sensor		0.20
	5211253	LMDs 03-32 engine sensor		10.91
	5211253	LMDs 03-32 engine sensor		0.48
	5211253	LMDs 03-32 engine sensor		7.30
	5211253	LMDs 03-32 engine sensor		3.24
	5211253	LMDs 03-32 engine sensor		0.80
	5211253	LMDs 03-32 engine sensor		4.62
	5211253	LMDs 03-32 engine sensor		2.96
	5211253	LMDs 03-32 engine sensor		1.33
	5211253	LMDs 03-32 engine sensor		2.22
	5211253	LMDs 03-32 engine sensor		6.09
			Total for Check Number 1347:	81.58
1348	IKONFIN 102988650	Ricoh USA Inc. PW Contract Lease 11/12/2019-12/11/2019	01/07/2020	
				376.61



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	102988650	PW Contract Lease 11/12/2019-12/11/2019		100.42
	102988650	PW Contract Lease 11/12/2019-12/11/2019		25.11
Total for Check Number 1348:				502.14
1349	workwell 123819	Romeo Medical Clinic Inc. Pre-employment physical Finance Director	01/07/2020	115.00
Total for Check Number 1349:				115.00
1350	UB*01880	ANTONIO ROSALES Refund Check 110872-000, 1594 BAY MEADC Refund Check 110872-000, 1594 BAY MEADC Refund Check 110872-000, 1594 BAY MEADC	01/07/2020	110.45 59.70 125.38
Total for Check Number 1350:				295.53
1351	saenz 9123	Saenz Pest Control Inc. Walnut Day care center pest control	01/07/2020	125.00
Total for Check Number 1351:				125.00
1352	SAFETLIT 362398	Safe T Lite of Modesto Inc. Rain Jacket for Ivan	01/07/2020	0.09
	362398	Rain Jacket for Manuel		1.95
	362398	Rain Jacket for Manuel		1.24
	362398	Rain Jacket for Manuel		1.85
	362398	Rain Jacket for Ivan		0.10
	362398	Rain Jacket for Fernando S.		0.10
	362398	Rain Jacket for Ivan		0.18
	362398	Rain Jacket for Manuel		0.34
	362398	Rain Jacket for Ivan		0.15
	362398	Rain Jacket for Manuel		0.09
	362398	Rain Jacket for Fernando S.		0.68
	362398	Rain Jacket for Manuel		1.71
	362398	Rain Jacket for Ivan		3.68
	362398	Rain Jacket for Manuel		1.08
	362398	Rain Jacket for Ivan		0.02
	362398	Rain Jacket for Fernando S.		0.87
	362398	Rain Jacket for Ivan		0.66
	362398	Rain Jacket for Ivan		0.12
	362398	Rain Jacket for Ivan		0.94
	362398	Rain Jacket for Jose L.		24.53
	362398	Rain Jacket for Fernando S.		0.69
	362398	Rain Jacket for Manuel		0.56
	362398	Rain Jacket for Manuel		0.80
	362398	Rain Jacket for Fernando S.		2.63
	362398	Rain Jacket for Fernando S.		3.94
	362398	Rain Jacket for Ivan		0.11
	362398	Rain Jacket for Fernando S.		1.67
	362398	Rain Jacket for Manuel		0.03
	362398	Rain Jacket for Fernando S.		1.17
	362398	Rain Jacket for Fernando S.		0.33
	362398	Rain Jacket for Manuel		14.72
	362398	Rain Jacket for Ivan		0.47
	362398	Rain Jacket for Ivan		0.02
	362398	Rain Jacket for Manuel		0.32
	362398	Rain Jacket for Fernando S.		0.17
	362398	Rain Jacket for Fernando S.		1.06
	362398	Rain Jacket for Manuel		0.20
	362398	Rain Jacket for Ivan		0.05

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
362398		Rain Jacket for Ivan		8.59
362398		Rain Jacket for Ivan		9.82
362398		Rain Jacket for Fernando S.		0.29
362398		Rain Jacket for Manuel		0.06
362398		Rain Jacket for Manuel		0.13
362398		Rain Jacket for Manuel		6.59
362398		Rain Jacket for Fernando S.		1.47
362398		Rain Jacket for Fernando S.		1.14
362398		Rain Jacket for Manuel		4.59
362398		Rain Jacket for Manuel		0.79
362398		Rain Jacket for Ivan		0.44
362398		Rain Jacket for Ivan		4.90
362398		Rain Jacket for Manuel		1.25
362398		Rain Jacket for Ivan		0.14
362398		Rain Jacket for Fernando S.		0.07
362398		Rain Jacket for Fernando S.		2.20
362398		Rain Jacket for Manuel		1.33
362398		Rain Jacket for Ivan		0.13
362398		Rain Jacket for Manuel		2.56
362398		Rain Jacket for Manuel		1.01
362398		Rain Jacket for Ivan		0.05
362398		Rain Jacket for Jose L.		24.54
362398		Rain Jacket for Fernando S.		5.64
362398		Rain Jacket for Fernando S.		0.28
362398		Rain Jacket for Fernando S.		19.63
362398		Rain Jacket for Ivan		0.04
362398		Rain Jacket for Fernando S.		0.80
362398		Rain Jacket for Ivan		0.01
362398		Rain Jacket for Fernando S.		1.07
362398		Rain Jacket for Ivan		0.13
362398		Rain Jacket for Manuel		0.11
362398		Rain Jacket for Manuel		3.07
362398		Rain Jacket for Ivan		17.18
362398		Rain Jacket for Ivan		0.08
362398		Rain Jacket for Ivan		0.01
362398		Rain Jacket for Manuel		0.39
362398		Rain Jacket for Fernando S.		0.93
362398		Rain Jacket for Ivan		0.15
362398		Rain Jacket for Manuel		1.37
362398		Rain Jacket for Ivan		0.01
362398		Rain Jacket for Ivan		0.24
362398		Rain Jacket for Ivan		0.20
362398		Rain Jacket for Fernando S.		0.02
362398		Rain Jacket for Manuel		0.93
362398		Rain Jacket for Fernando S.		0.05
362398		Rain Jacket for Fernando S.		0.48
362398		Rain Jacket for Ivan		0.37
362398		Rain Jacket for Fernando S.		0.11
362398		Rain Jacket for Fernando S.		1.58
362575		Crash barrels and Sandy Lid replacement		4,371.63
362719		Crash barrels and Sandy Lid replacement Credit		-4,371.63
362720		Big Sandy Lid for accident replacement		809.06
362721		10 Crash barrels for accident replacement		3,562.57
Total for Check Number 1352:				4,567.92
1353	SAFEGUAR	Safeguard Business Systems Inc	01/07/2020	
	033738585	deposit slips for daily deposits		41.87
	033738585	deposit slips for daily deposits		41.87
	033738585	deposit slips for daily deposits		41.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	033738585	deposit slips for daily deposits		41.87
Total for Check Number 1353:				167.49
1354	SAFETY	Safety-Kleen Corporation	01/07/2020	
	81286039	Parts washer/paint gun serviced for all dept		0.76
	81286039	Parts washer/paint gun serviced for all dept		0.81
	81286039	Parts washer/paint gun serviced for all dept		0.94
	81286039	Parts washer/paint gun serviced for all dept		0.25
	81286039	Parts washer/paint gun serviced for all dept		25.78
	81286039	Parts washer/paint gun serviced for all dept		1.00
	81286039	Parts washer/paint gun serviced for all dept		26.57
	81286039	Parts washer/paint gun serviced for all dept		1.39
	81286039	Parts washer/paint gun serviced for all dept		26.56
	81286039	Parts washer/paint gun serviced for all dept		25.78
	81286039	Parts washer/paint gun serviced for all dept		0.15
	81286039	Parts washer/paint gun serviced for all dept		0.59
	81286039	Parts washer/paint gun serviced for all dept		25.78
	81286039	Parts washer/paint gun serviced for all dept		0.09
	81286039	Parts washer/paint gun serviced for all dept		0.42
	81286039	Parts washer/paint gun serviced for all dept		0.93
	81286039	Parts washer/paint gun serviced for all dept		1.29
	81286039	Parts washer/paint gun serviced for all dept		2.30
	81286039	Parts washer/paint gun serviced for all dept		3.45
	81286039	Parts washer/paint gun serviced for all dept		1.46
	81286039	Parts washer/paint gun serviced for all dept		1.03
	81286039	Parts washer/paint gun serviced for all dept		4.94
	81286039	Parts washer/paint gun serviced for all dept		0.06
	81286039	Parts washer/paint gun serviced for all dept		0.24
	81286039	Parts washer/paint gun serviced for all dept		0.02
	81286039	Parts washer/paint gun serviced for all dept		0.29
	81286039	Parts washer/paint gun serviced for all dept		0.05
	81286039	Parts washer/paint gun serviced for all dept		0.70
	81286039	Parts washer/paint gun serviced for all dept		0.60
	81286039	Parts washer/paint gun serviced for all dept		0.09
	81286039	Parts washer/paint gun serviced for all dept		1.93
	81286051	22 gal. of antifreeze pick up		0.22
	81286051	22 gal. of antifreeze pick up		0.09
	81286051	22 gal. of antifreeze pick up		3.81
	81286051	22 gal. of antifreeze pick up		3.93
	81286051	22 gal. of antifreeze pick up		0.12
	81286051	22 gal. of antifreeze pick up		0.01
	81286051	22 gal. of antifreeze pick up		0.14
	81286051	22 gal. of antifreeze pick up		0.34
	81286051	22 gal. of antifreeze pick up		0.04
	81286051	22 gal. of antifreeze pick up		0.01
	81286051	22 gal. of antifreeze pick up		0.15
	81286051	22 gal. of antifreeze pick up		3.93
	81286051	22 gal. of antifreeze pick up		0.01
	81286051	22 gal. of antifreeze pick up		0.19
	81286051	22 gal. of antifreeze pick up		0.20
	81286051	22 gal. of antifreeze pick up		3.81
	81286051	22 gal. of antifreeze pick up		0.04
	81286051	22 gal. of antifreeze pick up		0.04
	81286051	22 gal. of antifreeze pick up		0.10
	81286051	22 gal. of antifreeze pick up		0.28
	81286051	22 gal. of antifreeze pick up		0.15
	81286051	22 gal. of antifreeze pick up		0.11
	81286051	22 gal. of antifreeze pick up		0.51
	81286051	22 gal. of antifreeze pick up		3.81

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	81286051	22 gal. of antifreeze pick up		0.02
	81286051	22 gal. of antifreeze pick up		0.09
	81286051	22 gal. of antifreeze pick up		0.06
	81286051	22 gal. of antifreeze pick up		0.73
	81286051	22 gal. of antifreeze pick up		0.01
	81286051	22 gal. of antifreeze pick up		0.14
	81286051	22 gal. of antifreeze pick up		0.01
	81325722	Parts washer/paint gun serviced for all dept		0.14
	81325722	Parts washer/paint gun serviced for all dept		0.34
	81325722	Parts washer/paint gun serviced for all dept		5.17
	81325722	Parts washer/paint gun serviced for all dept		3.27
	81325722	Parts washer/paint gun serviced for all dept		1.70
	81325722	Parts washer/paint gun serviced for all dept		2.30
	81325722	Parts washer/paint gun serviced for all dept		57.78
	81325722	Parts washer/paint gun serviced for all dept		1.35
	81325722	Parts washer/paint gun serviced for all dept		0.11
	81325722	Parts washer/paint gun serviced for all dept		2.10
	81325722	Parts washer/paint gun serviced for all dept		1.57
	81325722	Parts washer/paint gun serviced for all dept		11.08
	81325722	Parts washer/paint gun serviced for all dept		57.78
	81325722	Parts washer/paint gun serviced for all dept		2.09
	81325722	Parts washer/paint gun serviced for all dept		57.79
	81325722	Parts washer/paint gun serviced for all dept		0.94
	81325722	Parts washer/paint gun serviced for all dept		59.53
	81325722	Parts washer/paint gun serviced for all dept		1.33
	81325722	Parts washer/paint gun serviced for all dept		0.05
	81325722	Parts washer/paint gun serviced for all dept		0.57
	81325722	Parts washer/paint gun serviced for all dept		2.88
	81325722	Parts washer/paint gun serviced for all dept		0.19
	81325722	Parts washer/paint gun serviced for all dept		7.73
	81325722	Parts washer/paint gun serviced for all dept		0.65
	81325722	Parts washer/paint gun serviced for all dept		0.21
	81325722	Parts washer/paint gun serviced for all dept		59.53
	81325722	Parts washer/paint gun serviced for all dept		3.11
	81325722	Parts washer/paint gun serviced for all dept		2.23
	81325722	Parts washer/paint gun serviced for all dept		4.31
	81325722	Parts washer/paint gun serviced for all dept		0.54
	81325722	Parts washer/paint gun serviced for all dept		1.82
			Total for Check Number 1354:	529.54
1355	santafe 2026558 2026582	Santa Fe Aggregates Inc. Sand for stock water dept Sand for stock water dept	01/07/2020	130.45 120.17
			Total for Check Number 1355:	250.62
1356	SantoMar 001	Maria Santos Facility Deposit Refund 12/15/2019 Walnut Cen	01/07/2020	150.00
			Total for Check Number 1356:	150.00
1357	sapian 0120-0620	Sapian Family Trust 420 Main St Rent- 6 Months Rent 01-20/06-20	01/07/2020	6,000.00
			Total for Check Number 1357:	6,000.00
1358	shredit 8128778583	Shred-it USA LLC City hall shred it services	01/07/2020	185.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1358:	185.21
1359	SW 26127 26127	Silver & Wright LLP 1241 fourth St code enforcement services Nov 20 1524 Grapevine code enforcement services Nov	01/07/2020	181.80 3,202.80
			Total for Check Number 1359:	3,384.60
1360	St. Fran 18117320	St. Francis Electric, LLC. Traffic Signal Maintenance	01/07/2020	380.00
			Total for Check Number 1360:	380.00
1361	STERLING 800056	Sterling Codifiers Inc. Hosting Code on the internet from 1/01/20-1/01/	01/07/2020	500.00
			Total for Check Number 1361:	500.00
1362	targetsp PI1020582 PI1020582	Target Specialty Products Spraying for treatment plant Spraying for treatment plant	01/07/2020	24.50 24.50
			Total for Check Number 1362:	49.00
1363	TBA 7-030444 7-030447	TBA Auto Parts Pd Front brakes and rotors Rear brakes and rotors	01/07/2020	238.69 160.27
			Total for Check Number 1363:	398.96
1364	telstar 101142	Telstar Instrument Reference #SR35627 (Calibrate/VerifyFlow Met	01/07/2020	1,287.00
			Total for Check Number 1364:	1,287.00
1365	TOTLCOM 293991 293991 293991 293991 293991 293991 294082	TOTLCOM Maintance Agreement 12/28-1/27 PW Maintance Agreement 12/28-1/27 Rec Maintance Agreement 12/28-1/27 Plng Maintance Agreement 12/28-1/27 Police Maintance Agreement 12/28-1/27 Bldg Maintance Agreement 12/28-1/27 Admin Programming Phone	01/07/2020	36.52 24.42 19.64 161.20 17.60 103.62 40.50
			Total for Check Number 1365:	403.50
1366	tractors 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273 300516273	Tractor Supply Credit Plan Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A. Safety Boots for Tony A.	01/07/2020	5.52 0.59 5.52 0.02 0.40 1.48 0.44 0.43 0.30 0.25 0.04 0.10 0.11 0.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	300516273	Safety Boots for Tony A.		44.16
	300516273	Safety Boots for Tony A.		0.03
	300516273	Safety Boots for Tony A.		0.40
	300516273	Safety Boots for Tony A.		0.55
	300516273	Safety Boots for Tony A.		0.97
	300516273	Safety Boots for Ramon T.		55.20
	300516273	Safety Boots for Tony A.		0.33
	300516273	Safety Boots for Tony A.		2.12
	300516273	Safety Boots for Tony A.		0.01
	300516273	Safety Boots for Tony A.		0.35
	300516273	Safety Boots for Tony A.		0.63
	300516273	Safety Boots for Tony A.		0.12
	300516273	Safety Boots for Ramon T.		55.21
	300516273	Safety Boots for Tony A.		0.26
	300516273	Safety Boots for Tony A.		44.16
	300516273	Safety Boots for Tony A.		0.04
	300516273	Safety Boots for Tony A.		0.07
	300516273	Safety Boots for Tony A.		0.18
			Total for Check Number 1366:	220.81
1367	unum	Unum	01/07/2020	
	Unum 1219	Life & LTD Premium January 2020		1.31
	Unum 1219	Life & LTD Premium January 2020		0.43
	Unum 1219	Life & LTD Premium January 2020		3.07
	Unum 1219	Life & LTD Premium January 2020		94.87
	Unum 1219	Life & LTD Premium January 2020		3.30
	Unum 1219	Life & LTD Premium January 2020		3.54
	Unum 1219	Life & LTD Premium January 2020		3.60
	Unum 1219	Life & LTD Premium January 2020		2.49
	Unum 1219	Life & LTD Premium January 2020		4.40
	Unum 1219	Life & LTD Premium January 2020		5.79
	Unum 1219	Life & LTD Premium January 2020		0.42
	Unum 1219	Life & LTD Premium January 2020		2.66
	Unum 1219	Life & LTD Premium January 2020		9.33
	Unum 1219	Life & LTD Premium January 2020		108.17
	Unum 1219	Life & LTD Premium January 2020		13.19
	Unum 1219	Life & LTD Premium January 2020		2.98
	Unum 1219	Life & LTD Premium January 2020		2.47
	Unum 1219	Life & LTD Premium January 2020		2.45
	Unum 1219	Life & LTD Premium January 2020		432.47
	Unum 1219	Life & LTD Premium January 2020		63.90
	Unum 1219	Life & LTD Premium January 2020		2.53
	Unum 1219	Life & LTD Premium January 2020		158.30
	Unum 1219	Life & LTD Premium January 2020		1,280.60
	Unum 1219	Life & LTD Premium January 2020		2.69
	Unum 1219	Life & LTD Premium January 2020		3.68
	Unum 1219	Life & LTD Premium January 2020		4.68
	Unum 1219	Life & LTD Premium January 2020		5.04
	Unum 1219	Life & LTD Premium January 2020		5.27
	Unum 1219	Life & LTD Premium January 2020		41.21
	Unum 1219	Life & LTD Premium January 2020		2.84
	Unum 1219	Life & LTD Premium January 2020		2.46
	Unum 1219	Life & LTD Premium January 2020		4.12
	Unum 1219	Life & LTD Premium January 2020		2.68
	Unum 1219	Life & LTD Premium January 2020		2.07
	Unum 1219	Life & LTD Premium January 2020		9.95
	Unum 1219	Life & LTD Premium January 2020		10.51
	Unum 1219	Life & LTD Premium January 2020		139.64
	Unum 1219	Life & LTD Premium January 2020		10.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Unum 1219	Life & LTD Premium January 2020		1.18
	Unum 1219	Life & LTD Premium January 2020		0.59
	Unum 1219	Life & LTD Premium January 2020		0.96
	Unum 1219	Life & LTD Premium January 2020		1.18
	Unum 1219	Life & LTD Premium January 2020		1.06
	Unum 1219	Life & LTD Premium January 2020		1.65
	Unum 1219	Life & LTD Premium January 2020		212.06
	Unum 1219	Life & LTD Premium January 2020		1.77
	Unum 1219	Life & LTD Premium January 2020		133.82
	Unum 1219	Life & LTD Premium January 2020		2.96
	Unum 1219	Life & LTD Premium January 2020		106.89
	Unum 1219	Life & LTD Premium January 2020		185.39
	Unum 1219	Life & LTD Premium January 2020		1.40
	Unum 1219	Life & LTD Premium January 2020		15.57
	Unum 1219	Life & LTD Premium January 2020		1.16
	Unum 1219	Life & LTD Premium January 2020		0.29
	Unum 1219	Life & LTD Premium January 2020		5.58
	Unum 1219	Life & LTD Premium January 2020		2.00
	Unum 1219	Life & LTD Premium January 2020		1.81
	Unum 1219	Life & LTD Premium January 2020		4.54
			Total for Check Number 1367:	3,131.59
1368	wc3	West Coast Code Consultants, Inc.	01/07/2020	
	219-010-155-06	Plan Review Nov 2019		4,803.82
	219011-155-01	Building Dept Services for Nov 2019		16,742.50
	219-011-155-E36	eProcess Monthly Subscription Fee for Nov 201		800.00
			Total for Check Number 1368:	22,346.32
1369	chevprod	WEX BANK	01/07/2020	
	E/1579735	Fuel for Kollman Training		53.66
	E/2702464	Fuel for Kollmann		30.35
	E/6480617	Fuel for Kollman Training		35.63
	E/7573549	Fuel for Chief		102.78
			Total for Check Number 1369:	222.42
			Total for 1/7/2020:	353,554.38
			Report Total (106 checks):	479,396.04

**STAFF REPORT**

**AGENDA ITEM:** Approval of Warrant Register dated January 16, 2020  
**MEETING DATE:** January 21, 2020  
**PREPARED BY:** Nancy Fuentes, Sr. Account Clerk  
**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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**RECOMMENDATION:**

Approve warrant register dated January 16, 2020

**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:

January 07, 2019 – January 16, 2020

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:**

<b>GENERAL WARRANTS.....</b>	<b>\$ 708,909.89</b>	<b>1370-1456</b>
<b>PAYROLL/WIRE WARRANTS.....</b>	<b>\$ 279,299.04</b>	<b>1100-1113</b>
<b>TOTAL WARRANTS.....</b>	<b>\$ 988,208.93</b>	

**ATTACHMENTS:**

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



# Accounts Payable

## Checks by Date - Detail by Check Date

User: nfuentes  
 Printed: 1/16/2020 9:18 AM



**City of Livingston**  
 1416 C Street  
 Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1370	HALP 2-003 2-004	Jennifer Halpin Livingston MCR/ MOR Compliance Nov 2019 Livingston MCR/ MOR Compliance December 2019	01/09/2020	701.25 850.00
Total for Check Number 1370:				1,551.25
1371	HATCHRAN Randy2020	RANDY HATCH Mileage Reimbursement for use of personal vehi	01/09/2020	48.70
Total for Check Number 1371:				48.70
1372	LIVFOUND SPF 2019	LIVINGSTON POLICE FOUNDATION 2019 Sweet Potato Festival PArking Lot Share	01/09/2020	1,589.78
Total for Check Number 1372:				1,589.78
1373	breshear	W.H. Breshears, Inc.	01/09/2020	5.07
	12312019	Inv. 749978 750010 750027 750057 750101 750		1,109.55
	12312019	Inv. 749978 750010 750027 750057 750101 750		7.48
	12312019	Inv. 749978 750010 750027 750057 750101 750		18.24
	12312019	Inv. 749978 750010 750027 750057 750101 750		11.26
	12312019	Inv. 749978 750010 750027 750057 750101 750		35.53
	12312019	Inv. 749978 750010 750027 750057 750101 750		18.51
	12312019	Inv. 749978 750010 750027 750057 750101 750		6.25
	12312019	Inv. 749978 750010 750027 750057 750101 750		70.53
	12312019	Inv. 749978 750010 750027 750057 750101 750		0.46
	12312019	Inv. 749978 750010 750027 750057 750101 750		8.84
	12312019	Inv. 749978 750010 750027 750057 750101 750		541.87
	12312019	Inv. 749978 750010 750027 750057 750101 750		7.29
	12312019	Inv. 749978 750010 750027 750057 750101 750		1.34
	12312019	Inv. 749978 750010 750027 750057 750101 750		10.40
	12312019	Inv. 749978 750010 750027 750057 750101 750		13.86
	12312019	Inv. 749978 750010 750027 750057 750101 750		345.38
	12312019	Inv. 749978 750010 750027 750057 750101 750		18.36
	12312019	Inv. 749978 750010 750027 750057 750101 750		1.79
	12312019	Inv. 749978 750010 750027 750057 750101 750		14.18
	12312019	Inv. 749978 750010 750027 750057 750101 750		3.57
	12312019	Inv. 749978 750010 750027 750057 750101 750		0.89
	12312019	Inv. 749978 750010 750027 750057 750101 750		1.24
	12312019	Inv. 749978 750010 750027 750057 750101 750		-123.72
	12312019	Inv. 749978 750010 750027 750057 750101 750		19.94
	12312019	Inv. 749978 750010 750027 750057 750101 750		6.55
	12312019	Inv. 749978 750010 750027 750057 750101 750		425.87
	12312019	Inv. 749978 750010 750027 750057 750101 750		2.20
	12312019	Inv. 749978 750010 750027 750057 750101 750		5.44
	12312019	Inv. 749978 750010 750027 750057 750101 750		17.92
	12312019	Inv. 749978 750010 750027 750057 750101 750		4.14
	12312019	Inv. 749978 750010 750027 750057 750101 750		8.48
	12312019	Inv. 749978 750010 750027 750057 750101 750		14.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12312019		Inv. 749978 750010 750027 750057 750101 750		58.19
12312019		Inv. 749978 750010 750027 750057 750101 750		1.30
12312019		Inv. 749978 750010 750027 750057 750101 750		9.45
12312019		Inv. 749978 750010 750027 750057 750101 750		828.15
12312019		Inv. 749978 750010 750027 750057 750101 750		4.95
12312019		Inv. 749978 750010 750027 750057 750101 750		18.31
12312019		Inv. 749978 750010 750027 750057 750101 750		49.17
12312019		Inv. 749978 750010 750027 750057 750101 750		0.93
12312019		Inv. 749978 750010 750027 750057 750101 750		11.22
12312019		Inv. 749978 750010 750027 750057 750101 750		0.96
12312019		Inv. 749978 750010 750027 750057 750101 750		27.48
12312019		Inv. 749978 750010 750027 750057 750101 750		4,416.28
12312019		Inv. 749978 750010 750027 750057 750101 750		20.40
12312019		Inv. 749978 750010 750027 750057 750101 750		0.71
12312019		Inv. 749978 750010 750027 750057 750101 750		223.80
12312019		Inv. 749978 750010 750027 750057 750101 750		427.46
12312019		Inv. 749978 750010 750027 750057 750101 750		3.40
12312019		Inv. 749978 750010 750027 750057 750101 750		20.83
12312019		Inv. 749978 750010 750027 750057 750101 750		8.94
12312019		Inv. 749978 750010 750027 750057 750101 750		13.34
12312019		Inv. 749978 750010 750027 750057 750101 750		15.09
12312019		Inv. 749978 750010 750027 750057 750101 750		943.12
12312019		Inv. 749978 750010 750027 750057 750101 750		0.68
19-Nov		Inv. 749857 749881 749939 749960		0.71
19-Nov		Inv. 749857 749881 749939 749960		3.60
19-Nov		Inv. 749857 749881 749939 749960		5.70
19-Nov		Inv. 749857 749881 749939 749960		3.40
19-Nov		Inv. 749857 749881 749939 749960		2.64
19-Nov		Inv. 749857 749881 749939 749960		3.58
19-Nov		Inv. 749857 749881 749939 749960		2.87
19-Nov		Inv. 749857 749881 749939 749960		16.24
19-Nov		Inv. 749857 749881 749939 749960		0.95
19-Nov		Inv. 749857 749881 749939 749960		84.77
19-Nov		Inv. 749857 749881 749939 749960		15.53
19-Nov		Inv. 749857 749881 749939 749960		313.92
19-Nov		Inv. 749857 749881 749939 749960		0.31
19-Nov		Inv. 749857 749881 749939 749960		3.21
19-Nov		Inv. 749857 749881 749939 749960		1.59
19-Nov		Inv. 749857 749881 749939 749960		4.14
19-Nov		Inv. 749857 749881 749939 749960		4.98
19-Nov		Inv. 749857 749881 749939 749960		1,730.58
19-Nov		Inv. 749857 749881 749939 749960		1.43
19-Nov		Inv. 749857 749881 749939 749960		2.27
19-Nov		Inv. 749857 749881 749939 749960		5.55
19-Nov		Inv. 749857 749881 749939 749960		2.95
19-Nov		Inv. 749857 749881 749939 749960		699.20
19-Nov		Inv. 749857 749881 749939 749960		3.52
19-Nov		Inv. 749857 749881 749939 749960		208.55
19-Nov		Inv. 749857 749881 749939 749960		5.29
19-Nov		Inv. 749857 749881 749939 749960		13.65
19-Nov		Inv. 749857 749881 749939 749960		4.65
19-Nov		Inv. 749857 749881 749939 749960		11.51
19-Nov		Inv. 749857 749881 749939 749960		0.72
19-Nov		Inv. 749857 749881 749939 749960		12.51
19-Nov		Inv. 749857 749881 749939 749960		42.63
19-Nov		Inv. 749857 749881 749939 749960		0.34
19-Nov		Inv. 749857 749881 749939 749960		0.23
19-Nov		Inv. 749857 749881 749939 749960		0.56
19-Nov		Inv. 749857 749881 749939 749960		255.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	19-Nov	Inv. 749857 749881 749939 749960		364.24
	19-Nov	Inv. 749857 749881 749939 749960		8.54
	19-Nov	Inv. 749857 749881 749939 749960		23.06
	19-Nov	Inv. 749857 749881 749939 749960		1.35
	19-Nov	Inv. 749857 749881 749939 749960		13.97
	19-Nov	Inv. 749857 749881 749939 749960		6.99
	19-Nov	Inv. 749857 749881 749939 749960		2.59
	19-Nov	Inv. 749857 749881 749939 749960		2.15
	19-Nov	Inv. 749857 749881 749939 749960		0.91
	19-Nov	Inv. 749857 749881 749939 749960		0.19
	19-Nov	Inv. 749857 749881 749939 749960		103.70
	19-Nov	Inv. 749857 749881 749939 749960		0.13
	19-Nov	Inv. 749857 749881 749939 749960		228.22
	19-Nov	Inv. 749857 749881 749939 749960		10.62
	19-Nov	Inv. 749857 749881 749939 749960		0.52
	19-Nov	Inv. 749857 749881 749939 749960		17.94
	19-Nov	Inv. 749857 749881 749939 749960		7.18
	19-Nov	Inv. 749857 749881 749939 749960		1.06
	19-Nov	Inv. 749857 749881 749939 749960		6.73
	19-Nov	Inv. 749857 749881 749939 749960		8.34
Total for Check Number 1373:				14,015.04
Total for 1/9/2020:				17,204.77
1374	ABLERIBB 187722 187727	Able Ribbon Technology Inc. Printer Cartridges Printer Cartridges	01/16/2020	
				356.69
				315.32
Total for Check Number 1374:				672.01
1375	abs 002 002 002 84530 84530 84530	ABS Direct, Inc. Postage for utility billing and delinquent letters J Postage for utility billing and delinquent letters J Postage for utility billing and delinquent letters J Delinquent Notices for January 2020 Delinquent Notices for January 2020 Delinquent Notices for January 2020	01/16/2020	
				3,500.00
				3,500.00
				3,500.00
				50.96
				50.96
				50.96
Total for Check Number 1375:				10,652.88
1376	SPRINGBR INV-AC50031 INV-AC50031 INV-AC50031	ACCELA, INC. #774375 Civic Pay with online bills and transaction fee D Civic Pay with online bills and transaction fee D Civic Pay with online bills and transaction fee D	01/16/2020	
				384.33
				384.34
				384.33
Total for Check Number 1376:				1,153.00
1377	ashby 2929	Adams Ashby Group, Inc. General Adm Services Dec 2019	01/16/2020	
				15,350.00
Total for Check Number 1377:				15,350.00
1378	AFA  D101641 D101641 D101641 D101641	American Fidelity Assurance Company PR Batch 00028.12.2019 AFA After Tax PR Batch 00028.12.2019 AFA Pre Tax AFA AFA AFA AFA	01/16/2020 PR Batch 00028.12.2019 AFA PR Batch 00028.12.2019 AFA	
				1,268.96
				527.59
				538.07
				498.77
				128.80
				538.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	D101641	AFA		92.82
			Total for Check Number 1378:	3,593.10
1379	AFAFLEX	American Fidelity Assurance Company PR Batch 00011.01.2020 Health FSA	01/16/2020 PR Batch 00011.01.2020 Heal	195.82
			Total for Check Number 1379:	195.82
1380	calnet 000014122212	AT&T DOJ Connection	01/16/2020	247.69
			Total for Check Number 1380:	247.69
1381	belkorp 605512	Belkorp Ag, LLC V Belt & Fan Replacement Sewer Truck	01/16/2020	275.18
			Total for Check Number 1381:	275.18
1382	bogie 13669 13721	Bogie's Pump Systems Estimate #10531 Replace pump at WWTP Estimate #10532 Parts to replace pump at WWTP	01/16/2020	10,499.62 2,163.88
			Total for Check Number 1382:	12,663.50
1383	bouchers 6052 6052 6052 6052 6052	Boucher's Red Wing Dept. Work boots per MOU for Adriana Work boots per MOU for Adriana Work boots per MOU for Adriana Work boots per MOU for Adriana Work boots per MOU for Adriana	01/16/2020	35.38 35.37 8.85 8.85 88.46
			Total for Check Number 1383:	176.91
1384	UB*01888	FELIPE BRAVO Refund Check 110303-000, 1148 FIRST STREI Refund Check 110303-000, 1148 FIRST STREI Refund Check 110303-000, 1148 FIRST STREI	01/16/2020	106.06 50.51 93.43
			Total for Check Number 1384:	250.00
1385	bsk A933313 A933723 A933863 A934357 A934383 A934388	BSK Associates Well testing for water wells Arsenic, CA DW ICPMS Quanti-Tray 2000 Total Coliform & E. Coli, San TCP low level Arsenic, CA DW ICPMS Arsenic, CA DW ICPMS	01/16/2020	2,995.00 80.00 150.00 875.00 80.00 40.00
			Total for Check Number 1385:	4,220.00
1386	charter 0085239010120	Charter Communications PD TV & Internet 12/29-01/28/20	01/16/2020	188.93
			Total for Check Number 1386:	188.93
1387	cityliv 123119 123119 123119 123119 123119	City of Livingston c/o L & L Dist. Irrigation UB Billing for December 2019 Singh Park UB Billing for December 2019 Lil Guys field UB Billing for December 2019 Joseph Gallo UB Billing for December 2019 Singh Park UB Billing for December 2019 Max Foster	01/16/2020	0.19 72.02 71.90 1.99 612.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
123119		UB Billing for December 2019 Joseph Gallo		68.38
123119		UB Billing for December 2019 Fred Worden		1.15
123119		UB Billing for December 2019 Lucero Park		331.20
123119		UB Billing for December 2019 Singh Park		0.48
123119		UB Billing for December 2019 Joseph Gallo		2.64
123119		UB Billing for December 2019 Fred Worden		0.87
123119		UB Billing for December 2019 Fred Worden		14.06
123119		UB Billing for December 2019 Joseph Gallo		77.89
123119		UB Billing for December 2019 Don Meyer		19.68
123119		UB Billing for December 2019 Max Foster		9.72
123119		UB Billing for December 2019 Singh Park		4.13
123119		UB Billing for December 2019 Don Meyer		9.52
123119		UB Billing for December 2019 Ark Park		2.16
123119		UB Billing for December 2019 City Hall		20.87
123119		UB Billing for December 2019 Ark Park		21.40
123119		UB Billing for December 2019 Max Foster		19.37
123119		UB Billing for December 2019 Max Foster		2.74
123119		UB Billing for December 2019 Ark Park		18.08
123119		UB Billing for December 2019 Don Meyer		11.99
123119		UB Billing for December 2019 Don Meyer		8.06
123119		UB Billing for December 2019 Joseph Gallo		12.56
123119		UB Billing for December 2019 Fred Worden		8.23
123119		UB Billing for December 2019 Max Foster		2.81
123119		UB Billing for December 2019 Max Foster		54.31
123119		UB Billing for December 2019 Don Meyer		0.98
123119		UB Billing for December 2019 Joseph Gallo		20.79
123119		UB Billing for December 2019 Don Meyer		21.85
123119		UB Billing for December 2019 Fire Dept		28.18
123119		UB Billing for December 2019 Singh Park		46.28
123119		UB Billing for December 2019 Ark Park		3.93
123119		UB Billing for December 2019 Don Meyer		19.18
123119		UB Billing for December 2019 Ark Park		25.51
123119		UB Billing for December 2019 Ark Park		12.58
123119		UB Billing for December 2019 Lil Guys Park		61.38
123119		UB Billing for December 2019 Ark Park		1.14
123119		UB Billing for December 2019 Joseph Gallo		70.16
123119		UB Billing for December 2019 Don Meyer		7.02
123119		UB Billing for December 2019 Fred Worden		4.13
123119		UB Billing for December 2019 City Hall		86.71
123119		UB Billing for December 2019 Ark Park		21.96
123119		UB Billing for December 2019 Max Foster		26.27
123119		UB Billing for December 2019 Ark Park		8.99
123119		UB Billing for December 2019 Max Foster		60.29
123119		UB Billing for December 2019 Joseph Gallo		25.03
123119		UB Billing for December 2019 Fred Worden		2.27
123119		UB Billing for December 2019 APE Across from		201.68
123119		UB Billing for December 2019 Singh Park		0.49
123119		UB Billing for December 2019 Z16 Island Wintc		92.56
123119		UB Billing for December 2019 Don Meyer		20.17
123119		UB Billing for December 2019 Singh Park		5.57
123119		UB Billing for December 2019 Fred Worden		26.82
123119		UB Billing for December 2019 Max Foster		33.09
123119		UB Billing for December 2019 Narada Sew Lift		28.18
123119		UB Billing for December 2019 Ark Park		8.72
123119		UB Billing for December 2019 Joseph Gallo		40.21
123119		UB Billing for December 2019 Max Foster		22.24
123119		UB Billing for December 2019 Singh Park		5.83
123119		UB Billing for December 2019 Z16 Westskde an		80.43
123119		UB Billing for December 2019 420 Main St		166.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
123119		UB Billing for December 2019 Corp Yard		44.91
123119		UB Billing for December 2019 Max Foster		27.97
123119		UB Billing for December 2019 Z14 Walnut and		28.18
123119		UB Billing for December 2019 Fred Worden		1.20
123119		UB Billing for December 2019 Joseph Gallo		57.77
123119		UB Billing for December 2019 Singh Park		1.49
123119		UB Billing for December 2019 Corp Yard		43.59
123119		UB Billing for December 2019 Musuem		72.02
123119		UB Billing for December 2019 Fred Worden		9.16
123119		UB Billing for December 2019 Council Chambe		72.02
123119		UB Billing for December 2019 Singh Park		2.88
123119		UB Billing for December 2019 Fred Worden		9.45
123119		UB Billing for December 2019 Ark Park		0.83
123119		UB Billing for December 2019 Singh Park		2.58
123119		UB Billing for December 2019 Max Foster		31.12
123119		UB Billing for December 2019 Don Meyer		11.28
123119		UB Billing for December 2019 Fred Worden		22.49
123119		UB Billing for December 2019 Singh Park		5.02
123119		UB Billing for December 2019 Joseph Gallo		81.53
123119		UB Billing for December 2019 620 Main st		92.56
123119		UB Billing for December 2019 Fred Worden		13.23
123119		UB Billing for December 2019 Don Meyer		1.94
123119		UB Billing for December 2019 Joseph Gallo		33.94
123119		UB Billing for December 2019 Singh Park		2.43
123119		UB Billing for December 2019 Singh Park		1.79
123119		UB Billing for December 2019 Joseph Gallo		3.64
123119		UB Billing for December 2019 Joseph Gallo		6.91
123119		UB Billing for December 2019 Z13b Peach Ave		92.56
123119		UB Billing for December 2019 Max Foster		5.20
123119		UB Billing for December 2019 Singh Park		3.06
123119		UB Billing for December 2019 Fred Worden		23.08
123119		UB Billing for December 2019 Max Foster		63.11
123119		UB Billing for December 2019 Fred Worden		11.89
123119		UB Billing for December 2019 Z16 Island on W:		80.43
123119		UB Billing for December 2019 Lanscape of Rob		284.89
123119		UB Billing for December 2019 Joseph Gallo		27.86
123119		UB Billing for December 2019 Ark Park		10.62
123119		UB Billing for December 2019 Ark Park		11.31
123119		UB Billing for December 2019 Peach/2nd sew li		28.18
123119		UB Billing for December 2019 Singh Park		2.05
123119		UB Billing for December 2019 Ark Park		1.09
123119		UB Billing for December 2019 Z13 Peach and P		28.18
123119		UB Billing for December 2019 Singh Park		0.25
123119		UB Billing for December 2019 Police Dept		149.83
123119		UB Billing for December 2019 NE Corner Wintc		92.56
123119		UB Billing for December 2019 Fred Worden		53.21
123119		UB Billing for December 2019 Z 15 Lilac Ave		25.13
123119		UB Billing for December 2019 Joseph Gallo		42.75
123119		UB Billing for December 2019 Singh Park		4.89
123119		UB Billing for December 2019 Don Meyer		1.88
123119		UB Billing for December 2019 Z13b Winton anc		80.43
123119		UB Billing for December 2019 Z16 Winton Pkw		80.43
123119		UB Billing for December 2019 Max Foster		2.05
123119		UB Billing for December 2019 Joseph Gallo		28.73
123119		UB Billing for December 2019 City Hall		32.11
123119		UB Billing for December 2019 Max Foster		21.57
123119		UB Billing for December 2019 Z14 Dwight & T		28.18
123119		UB Billing for December 2019 Z6 Peach W. Lif		50.27
123119		UB Billing for December 2019 Don Meyer		1.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
123119		UB Billing for December 2019 Don Meyer		5.83
123119		UB Billing for December 2019 Max Foster		16.09
123119		UB Billing for December 2019 641 Main St		80.08
123119		UB Billing for December 2019 Don Meyer		22.87
123119		UB Billing for December 2019 Irrig winton prk i		80.43
123119		UB Billing for December 2019 Fred Worden		6.84
123119		UB Billing for December 2019 Max Foster		52.93
123119		UB Billing for December 2019 Fred Worden		19.00
123119		UB Billing for December 2019 Ark Park		202.50
123119		UB Billing for December 2019 Don Meyer		7.81
123119		UB Billing for December 2019 Fred Worden		2.21
123119		UB Billing for December 2019 Singh Park		0.26
123119		UB Billing for December 2019 Fred Worden		25.62
123119		UB Billing for December 2019 Max Foster		44.61
123119		UB Billing for December 2019 Memorial Park		218.95
123119		UB Billing for December 2019 Joseph Gallo		3.49
123119		UB Billing for December 2019 Max Foster		5.35
123119		UB Billing for December 2019 Ark Park		7.83
123119		UB Billing for December 2019 Don Meyer		3.52
123119		UB Billing for December 2019 Ark Park		24.37
123119		UB Billing for December 2019 Ark Park		2.10
123119		UB Billing for December 2019 Childcare center		186.69
123119		UB Billing for December 2019 Don Meyer		16.20
123119		UB Billing for December 2019 Singh Park		0.90
123119		UB Billing for December 2019 Ark Park		13.38
123119		UB Billing for December 2019 Z13 Emerald and		92.56
123119		UB Billing for December 2019 City Hall		20.87
123119		UB Billing for December 2019 Ark Park		6.51
123119		UB Billing for December 2019 Joseph Gallo		6.71
123119		UB Billing for December 2019 Fred Worden		11.16
123119		UB Billing for December 2019 Corp Yard		43.59
123119		UB Billing for December 2019 Don Meyer		0.74
123119		UB Billing for December 2019 Joseph Gallo		36.14
123119		UB Billing for December 2019 Don Meyer		10.14
Total for Check Number 1387:				6,096.66
1388	collinss 1219	Collins & Schoettler Planning Consultants, Planning Consulting Dec 2019	01/16/2020	7,245.00
Total for Check Number 1388:				7,245.00
1389	MOVING 193521077	ComTech21 PD long distance and faxes	01/16/2020	38.43
Total for Check Number 1389:				38.43
1390	corelogi 81998905 81998905 81998905	CoreLogic Information Solution Geographic Package - Dec 2018 Geographic Package - Dec 2018 Geographic Package - Dec 2018	01/16/2020	66.66 66.67 66.67
Total for Check Number 1390:				200.00
1391	CSJVRMAL RMA 2020-0165 RMA 2020-0165 RMA 2020-0165 RMA 2020-0165 RMA 2020-0165 RMA 2020-0165	CSJVRMA - Liability Liability Program 2019/2020 3rd Qtr 10/19-12/1 Liability Program 2019/2020 3rd Qtr 10/19-12/1 Liability Program 2019/2020 3rd Qtr 10/19-12/1 Liability Program 2019/2020 3rd Qtr 10/19-12/1 Liability Program 2019/2020 3rd Qtr 10/19-12/1 Liability Program 2019/2020 3rd Qtr 10/19-12/1	01/16/2020	6,775.20 3,387.60 6,775.20 5,081.40 7,452.72 1,016.28

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	RMA 2020-0165	Liability Program 2019/2020 3rd Qtr 10/19-12/1		3,387.60
Total for Check Number 1391:				33,876.00
1392	CSJVRMAW	CSJVRMA - Workcomp	01/16/2020	
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		99.00
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		36.49
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		2.29
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		7.28
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		51.82
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		243.23
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		45.93
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		4.72
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		104.06
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		75.27
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		5.20
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		104.90
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		54.39
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		87.14
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		9.30
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		3.33
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		8.74
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		85.96
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		62.99
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		26.78
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		2,061.91
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		203.69
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		16.30
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		31.70
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		3,587.62
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		31.08
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		3,106.50
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		35.59
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		128.97
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		16.23
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		2,884.50
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		44.75
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		1,247.17
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		365.26
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		37,704.91
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		815.79
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		8.39
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		154.36
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		100.59
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		64.52
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		148.74
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		136.39
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		43.15
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		73.47
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		27.47
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		523.51
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		1,981.68
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		25.53
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		8,682.29
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		80.34
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		9.02
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		7,328.49
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		1,702.13
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		3,710.14
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		98.72



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		1,221.98
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		109.61
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		1,775.18
	RMA 2020-0165	Workers Compensation Ins. 2019/2020 3rd 10/19		4.51
Total for Check Number 1392:				81,411.00
1393	CALJUST 425322	Department of Justice- Accounting Office Live Scan Dec 2019	01/16/2020	506.00
Total for Check Number 1393:				506.00
1394	DONS ITUR376903 ITUR378802 ITUR378804 ITUR378804 ITUR378805	Don's Mobile Glass Windshield repair City Managers vehicle Windshield repair Animal Control vehicle Windshield repair water and sewer vehicle Windshield repair water and sewer vehicle Windshield repair PD PO4 vehicle	01/16/2020	35.00 35.00 17.50 17.50 35.00
Total for Check Number 1394:				140.00
1395	fedex 2 6-874-00544 6-874-00544.	FedEx SB 2 Planning Grant Application Check mailed out to Livingston 75, L.P	01/16/2020	62.63 29.90
Total for Check Number 1395:				92.53
1396	FORSTA 21250	FORSTA FILTERS INC.	01/16/2020	834.02
Total for Check Number 1396:				834.02
1397	FOSTER Deposit001	Foster Farms FF Laboratory deposit refund in-lieu of bond pr	01/16/2020	55,763.00
Total for Check Number 1397:				55,763.00
1398	frontier 2091980133-0120 2091980133-0120 2091980133-0120 2091980133-0120 2091980133-0120 2091980133-0120 2093942067-0120 2093943344-0120 2093943954-0120 2093947916-0120 2093947919-0120 2093947966-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120 2093948041-0120	Frontier 2 Way Radio Monthly Services Rec 2 Way Radio Monthly Services PD 2 Way Radio Monthly Services PW 2 Way Radio Monthly Services Building 2 Way Radio Monthly Services Admin 2 Way Radio Monthly Services Planning Child Care Phone Service 12/15-01/14 PW Monthly Phone Service 12/15-01/14 Senior Center Phone Service 12/15-01/14 PD Phone Service Monthly 12/15-01/14 Fire Dept Phone Service 12/15-01/14 DWWTP Monthly Phone Service 12/15-01/14 Monthly Fiber Optic Service Sewer Monthly Fiber Optic Serv Adm Monthly Phone Service Plng Monthly Fiber Optic Service Plng Monthly Fiber Optic Service Parks Monthly Fiber Optic Service Bldg Monthly Fiber Optic Service PD Monthly Fiber Optic Service PW Monthly Fiber Optic Service Water Monthly Fiber Optic Service Garbage Monthly Phone Service Bldg	01/16/2020	5.59 35.27 7.99 3.85 22.58 3.95 65.42 315.18 67.59 1,058.77 118.20 237.52 163.81 120.44 36.36 99.40 56.04 99.15 415.27 56.04 163.81 163.81 36.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2093948041-0120	Monthly Phone Service Adm		199.99
	2093948041-0120	Monthly Phone Service Fire		13.94
	2093948041-0120	Monthly Phone Service PW		75.38
	2093948041-0120	Monthly Phone Service PD		332.78
	2093948041-0120	Monthly Phone Service Rec		54.53
	2093948041-0120	Monthly Fiber Optic Service Rec		99.15
	2093948044-0120	Public Works Phone Service 12/15-01/14		109.36
	2093949532-0120	Museum Phone services 12/25/2019-01/24/20		81.26
			Total for Check Number 1398:	4,318.79
1399	frontie2 0569Z005-S-2000	Frontier Communications Corp Radio Connection fees	01/16/2020	151.32
			Total for Check Number 1399:	151.32
1400	Galls1 014635517	Galls, LLC Sergeant Hat Pin	01/16/2020	147.92
			Total for Check Number 1400:	147.92
1401	GARZA 90545 90593 90596 90661	Garza Tire & Wheel Inc. Tires for PD Ford Explorer Tires for PD Vehicle Tire repair sweeper Wheel Alignment for P2/ PD vehicle	01/16/2020	301.41 602.81 42.50 70.00
			Total for Check Number 1401:	1,016.72
1402	gouveia 9566 9566 9566 9566 9566 9566 9566	Gouveia Engineering Inc. Public Works General- Collect data from Happy Public Works General- Misc Public Works General- Public Works General- Cal Trans review, CDBG Meeting with Finance and prepare list of projects Public Works General- Roundabout Public Works General-	01/16/2020	71.25 337.50 135.00 337.50 230.00 1,842.50 65.00
			Total for Check Number 1402:	3,018.75
1403	GreatAme 26150290	GreatAmerica Financial Svcs. Dannas Lanier Printer lease	01/16/2020	121.68
			Total for Check Number 1403:	121.68
1404	hansford 98 98 98	Hansford Economic Consulting Rate Study 2019 Rate Study 2019 Rate Study 2019	01/16/2020	1,088.00 1,088.00 1,088.00
			Total for Check Number 1404:	3,264.00
1405	hernajos 001	Josefina Hernandez Walnut Deposit Refund 01/04/2019	01/16/2020	150.00
			Total for Check Number 1405:	150.00
1406	Hewlett 600621584 600621584 600621584 600621584	Hewlett-Packard Financial Services Co. HP Computer Lease Garbage 03/14/19-04/13/20 HP Computer Lease Building 03/14/19-04/13/20 HP Computer Lease Admin 03/14/19-04/13/2019 HP Computer Lease Public 03/14/19-04/13/2019	01/16/2020	113.38 83.45 79.03 34.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	600621584	HP Computer Lease Police 03/14/19-04/13/2019		268.38
	600621584	HP Computer Lease Water 03/14/19-04/13/2019		113.38
	600621584	HP Computer Lease CFD 03/14/19-04/13/2019		272.12
	600621584	Hp computer lease sewer 03/14/19-04/13/2019		113.39
	600621584	HP Computer Lease Recreation 03/14/19-04/13/2019		56.69
			Total for Check Number 1406:	1,133.84
1407	hillumbr 374845 376953	Hilmar Lumber Irrigation Repair at Max Foster Irrigation supplies for Max Foster Park repair	01/16/2020	
				112.03
				104.72
			Total for Check Number 1407:	216.75
1408	HINDER 0032715-IN 0032715-IN.	Hinderliter De LLamas & Assoc. Contract Services- Sales Tax 4th Quarter Audit Services- Sales Tax 4th Quarter	01/16/2020	
				975.00
				159.01
			Total for Check Number 1408:	1,134.01
1409	HOFFMAN 454227	Hoffman Security, Inc. Daycare Center Security Service 01/01/20-01/31	01/16/2020	
				111.00
			Total for Check Number 1409:	111.00
1410	holidayg 18056	HolidayGoo Easter Eggs for Easter Event	01/16/2020	
				592.46
			Total for Check Number 1410:	592.46
1411	Imagesou 25AR1064173 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366 25AR1067366	Image Source Dannas Copies printed for the month of Dec 201 Dannas Copies printed for the month of Dec 201 Copies printed for the month of Dec 2019 Dannas Copies printed for the month of Dec 201 Copies printed for the month of Dec 2019 Copies printed for the month of Dec 2019 Dannas Copies printed for the month of Dec 201 Dannas Copies printed for the month of Dec 201 Copies printed for the month of Dec 2019 Copies printed for the month of Dec 2019 Dannas Copies printed for the month of Dec 201 Dannas Copies printed for the month of Dec 201 Copies printed for the month of Dec 2019 Copies printed for the month of Dec 2019 Dannas Copies printed for the month of Dec 201 Copies printed for the month of Dec 2019 Copies printed for the month of Dec 2019 Dannas Copies printed for the month of Dec 201 Dannas Copies printed for the month of Dec 201 Copies printed for the month of Dec 2019 Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c Happy & Finance Copies printed for the month c	01/16/2020	
				24.13
				24.13
				0.82
				24.13
				100.97
				19.27
				24.13
				24.14
				193.26
				0.32
				24.13
				19.27
				3.78
				24.13
				24.13
				19.27
				57.73
				57.73
				57.73
				57.73
				57.73
				57.69
				57.73
				57.73
			Total for Check Number 1411:	1,011.81
1412	INSHP	In-Shape Health Clubs, Inc PR Batch 00016.11.2019 In-Shape Fitness Club PR Batch 00030.12.2019 In-Shape Fitness Club	01/16/2020 PR Batch 00016.11.2019 In-S PR Batch 00030.12.2019 In-S	
				60.00
				60.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1412:	120.00
1413	icsc1 1470138 1740051 1740057	Attn: Member Records International Council ICSC- Renewal for Gurpal Samra ICSC- Renewal for Gagandeep Kang ICSC- Renewal for Raul Garcia	01/16/2020	50.00 50.00 50.00
			Total for Check Number 1413:	150.00
1414	interbat 90045547 90045547 90045620 90045621 90045622	Interstate Batteries Battery for 6" pump Equip Battery for 6" pump Equip Sewer battery Shop Truck Battery Shop Truck Battery	01/16/2020	64.04 64.05 130.25 128.09 138.87
			Total for Check Number 1414:	525.30
1415	J&F 1790	J & F AG Welding Shop Estimate #60 (3 48X51 aluminum walking gratir	01/16/2020	2,505.19
			Total for Check Number 1415:	2,505.19
1416	jlanal 487444	J L Analytical Services Inc. DWWTP Weekly and monthly Lab Testing	01/16/2020	267.00
			Total for Check Number 1416:	267.00
1417	JMP INST194519 INST194519 INST194519 INST194519 INST194519 INST194519 INST194519 INST194519 INST194519	JMP Office Technologies Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine Ink for Postage Machine	01/16/2020	16.46 16.45 6.30 6.29 16.44 16.45 16.45 16.46 6.32
			Total for Check Number 1417:	117.62
1418	LNCURTIS INV346815 INV350931	L.N. Curtis and sons Bullet Proof Vests Bullet Proof Vests	01/16/2020	17,094.35 1,096.37
			Total for Check Number 1418:	18,190.72
1419	larue 6566 6661 6772 6862 6966	La Rue Communications Radio Maintenance Contract Radio Maintenance Contract Radio Maintenance Contract Radio Maintenance Contract Antenna Repair Unit 11	01/16/2020	1,061.00 1,061.00 1,061.00 1,061.00 26.94
			Total for Check Number 1419:	4,270.94
1420	language 4712231	Language Line Services Translation Services	01/16/2020	212.44
			Total for Check Number 1420:	212.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
1421	mailfin	Mailfinance	01/16/2020	
	N8087902	Agreement covered period 11/04-02/03/2020		211.82
	N8087902	Agreement covered period 11/04-02/03/2020		211.82
	N8087902	Agreement covered period 11/04-02/03/2020		211.82
	N8087902	Agreement covered period 11/04-02/03/2020		211.82
	N8087902	Agreement covered period 11/04-02/03/2020		211.83
	N8087902	Agreement covered period 11/04-02/03/2020		211.83
	N8087902	Agreement covered period 11/04-02/03/2020		211.83
	N8087902	Agreement covered period 11/04-02/03/2020		211.82
	N8087902	Agreement covered period 11/04-02/03/2020		211.82
		Total for Check Number 1421:		1,906.41
1422	MendoAle 001	Alejandro Mendoza Deposit refund for Pent Hall Dec 21,2020	01/16/2020	
				250.00
		Total for Check Number 1422:		250.00
1423	MERASSES 001	Merced County Assessor City of Livingston Vicinity Index	01/16/2020	
				215.00
		Total for Check Number 1423:		215.00
1424	LOSBANOS Workshop 2020	Merced County Law Enforcement Chief's A 2020 Merced County Law Enforcement Chiefs A	01/16/2020	
				375.55
		Total for Check Number 1424:		375.55
1425	MERCOMM 111065	Merced Pest Control Range Pest Control	01/16/2020	
				80.00
		Total for Check Number 1425:		80.00
1426	MERSUN 0004435763 0004442620	Merced Sun-Star 3rd Qtr. 2019 123-TCP Public Notice Public Hearing notice for SPDR 2019-02	01/16/2020	
				580.62
				156.70
		Total for Check Number 1426:		737.32
1427	MillanF 001	Federico Millan Walnut Party rental refund 12/21/2019	01/16/2020	
				150.00
		Total for Check Number 1427:		150.00
1428	MISSION 511164657	Mission Linen Supply Uniform Service & Supplies 11/13/2019	01/16/2020	
				0.30
				0.07
				0.16
				0.01
				0.22
				0.82
				1.17
				0.53
				0.23
				0.19
				0.25
				0.08
				0.08
				0.34
				0.35
				0.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	511164657	Uniform Service & Supplies	11/13/2019	0.10
	511164657	Uniform Service & Supplies	11/13/2019	0.19
	511164657	Uniform Service & Supplies	11/13/2019	0.18
	511164657	Uniform Service & Supplies	11/13/2019	0.03
	511164657	Uniform Service & Supplies	11/13/2019	0.10
	511164657	Uniform Service & Supplies	11/13/2019	0.02
	511164657	Uniform Service & Supplies	11/13/2019	0.53
	511164657	Uniform Service & Supplies	11/13/2019	0.17
	511164657	Uniform Service & Supplies	11/13/2019	8.65
	511164657	Uniform Service & Supplies	11/13/2019	0.16
	511164657	Uniform Service & Supplies	11/13/2019	0.02
	511164657	Uniform Service & Supplies	11/13/2019	3.38
	511164657	Uniform Service & Supplies	11/13/2019	0.14
	511164657	Uniform Service & Supplies	11/13/2019	0.01
	511164657	Uniform Service & Supplies	11/13/2019	0.02
	511164657	Uniform Service & Supplies	11/13/2019	7.24
	511164657	Uniform Service & Supplies	11/13/2019	0.06
	511164657	Uniform Service & Supplies	11/13/2019	17.33
	511164657	Uniform Service & Supplies	11/13/2019	0.01
	511164657	Uniform Service & Supplies	11/13/2019	0.04
	511164657	Uniform Service & Supplies	11/13/2019	0.15
	511164657	Uniform Service & Supplies	11/13/2019	39.83
	511164657	Uniform Service & Supplies	11/13/2019	0.01
	511164657	Uniform Service & Supplies	11/13/2019	0.13
	511164657	Uniform Service & Supplies	11/13/2019	0.01
	511164657	Uniform Service & Supplies	11/13/2019	0.46
	511164657	Uniform Service & Supplies	11/13/2019	0.24
	511164657	Uniform Service & Supplies	11/13/2019	0.05
	511164657	Uniform Service & Supplies	11/13/2019	0.02
	511164657	Uniform Service & Supplies	11/13/2019	0.60
	511164657	Uniform Service & Supplies	11/13/2019	0.19
	511164657	Uniform Service & Supplies	11/13/2019	0.10
	511164657	Uniform Service & Supplies	11/13/2019	0.07
	511164657	Uniform Service & Supplies	11/13/2019	0.06
	511164657	Uniform Service & Supplies	11/13/2019	0.06
	511164657	Uniform Service & Supplies	11/13/2019	5.03
	511164657	Uniform Service & Supplies	11/13/2019	16.49
	511197736	Jacket For Jose Lara		30.48
	511197736	Jacket For Jose Lara		30.48
	511434616	Uniform Service and Janitorial Supplies		1.51
	511434616	Uniform Service and Janitorial Supplies		3.78
	511434616	Uniform Service and Janitorial Supplies		20.60
	511434616	Uniform Service and Janitorial Supplies		2.36
	511434616	Uniform Service and Janitorial Supplies		1.51
	511434616	Uniform Service and Janitorial Supplies		20.60
	511434616	Uniform Service and Janitorial Supplies		20.61
	511434616	Uniform Service and Janitorial Supplies		2.36
			<b>Total for Check Number 1428:</b>	<b>240.99</b>
1429	montevis 401792	Monte Vista Small Animal Hospital Vet Fees	01/16/2020	119.48
			<b>Total for Check Number 1429:</b>	<b>119.48</b>
1430	neofunds 122019 122019 122019	Neofunds by Neopost Postage for Dec 2019 Postage for Dec 2019 Postage for Dec 2019	01/16/2020	333.20 333.20 333.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1430:	999.70
1431	NORT 93304 93306	Northstar Chemical Sodium Hypochlorite Sodium Hypochlorite	01/16/2020	701.48 1,860.46
			Total for Check Number 1431:	2,561.94
1432	Officede	Office Depot	01/16/2020	
	412010669001	Finance Director Name Plate		21.54
	416254755001	Batteries and Navy Blue Certificate folders for d		3.90
	416254755001	Batteries and Navy Blue Certificate folders for d		3.90
	416254755001	Batteries and Navy Blue Certificate folders for d		3.90
	416254755001	Batteries and Navy Blue Certificate folders for d		3.92
	416254755001	Batteries and Navy Blue Certificate folders for d		3.90
	416306960001	Labels for Finance		26.92
	421286850001	Ink for Mayra		35.73
	421456647001	Office Calendars		73.36
	422472973001	Copy paper all dept		30.16
	422472973001	Copy paper all dept		30.16
	422472973001	Copy paper all dept		10.05
	422472973001	Copy paper all dept		10.07
	422472973001	Copy paper all dept		30.16
	422472973001	Copy paper all dept		10.05
	422472973001	Copy paper all dept		30.16
	422472973001	Admin supplies		37.97
	426083448001	Credit for wall calendars-PD		-16.54
			Total for Check Number 1432:	349.31
1433	oreillya	O'Reilly Automotive Store Inc.	01/16/2020	
	3654-319457	Core credit		-18.00
	3654-319457	Battery for admin care		105.19
	3654-319457	Core credit from invoice 3654-316682		-18.00
	3654-319457	Core		18.00
	3654-319702	Spark Plugs for Command Center PD		6.44
	3654-319797	Wiper Blades for Unit PO4		34.93
	3654-319799	Wiper Blades on PO4 vehicle		26.47
	3654-320776	Pd Dodge front motor blower		101.67
	3654-320777	Pd Dodge van oil filter		4.46
	3654-322293	Head lamp PD Vehicle		45.97
			Total for Check Number 1433:	307.13
1434	PGE	Pacific Gas & Electric Company	01/16/2020	
	0007886659-7	Nucler Decom. chargers for NOV 2019		21.12
	0007886660-5	Monthly Service ES Lincoln/ S. Peach 11/2019		74.96
	0007886723-1	Monthly Corner of White & Crowell		61.37
	0007886731-4	Nucler Decom Charges Nov 2019		19.42
	0154346521-3	Monthly Service NE C/O Campbell Ave/ Main S		7.40
	4832044416-8	Monthly Service 936 Dwight Ave 11/20/2019-12		159.05
	5560566892-4	Monthly Service 900 Dwight Way 11/20/19-12/1		1.24
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Street Li		0.47
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Soccer I		6.05
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Water D		17,733.85
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Soccer I		20.70
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Street Li		79.13
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Soccer I		5.27
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Admin		867.65
	7095488380-1220	Utility Services 11/15/2019-12/15/2019 Soccer I		0.42

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	3.16
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	47.81
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	31.81
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	12.34
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Parks	1,303.50
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Recreati	623.84
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	1.34
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	30.37
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	102.75
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	23.53
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	29.50
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Domesti	16,469.78
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	26.71
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Gas Tax	3,690.83
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	18.67
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	13.63
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	1.95
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	22.86
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer F	535.95
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	44.19
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	8.75
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	21.39
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	1.48
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	5.82
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Fire	33.88
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	5.01
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	40.02
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	28.81
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	5.53
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	3.49
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	71.67
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	6.68
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	17.46
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	14.59
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	15.81
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	16.91
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	16.11
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	1.98
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	12.56
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	1.00
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	9.66
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Police	348.47
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	13.87
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	21.31
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	52.75
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	2.16
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	1.79
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	19.37
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Storm D	190.58
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	21.49
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	1.10
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 PW/Stre	473.08
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	33.53
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Street Li	113.45
	7095488380-1220	Utility Services	11/15/2019-12/15/2019 Soccer I	19.47
	7770778848-3	Monthly Service	14960 Vinewood Ave 11/17/20	88.59
	7798858785-1	Monthly Service	Lincoln Blvd West Side 11-16/	20.70
	8714889613-4	Monthly Service	1416 C St Back	214.29



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 1434:	44,067.23
1435	PARAMOUN	Paramount Pest Control Inc.	01/16/2020	
	1912-00684	Pest Control Services for City Hall 01/13/2020		47.00
	2001-00678	Pest Control Services for City Hall 01/13/2020		37.00
	2001-00679	Pest Control Services for Fire dept 01/13/2020		37.00
	2001-00680	Pest Control Services for Range 01/13/2020		37.00
	2001-00681	Pest Control Services for Museum 01/13/2020		37.00
	2001-00683	Pest Control Services for Police dept 01/13/2020		37.00
	2001-00684	Pest Control Services for Sr. Center 01/13/2020		36.00
			Total for Check Number 1435:	268.00
1436	PREMIER	Premier Access Insurance Company	01/16/2020	
	Premier 0102	Claims 01/02/2020		3.70
	Premier 0102	Claims 01/02/20		2.00
	Premier 0102	Claims 01/02/2020		55.50
	Premier 0102	Claims 01/02/20		0.85
	Premier 0102	Claims 01/02/20		1.74
	Premier 0102	Claims 01/02/20		4.00
	Premier 0102	Claims 01/02/20		0.07
	Premier 0102	Claims 01/02/2020		473.10
	Premier 0102	Claims 01/02/20		1.22
	Premier 0102	Claims 01/02/2020		7.40
	Premier 0102	Claims 01/02/2020		37.00
	Premier 0102	Claims 01/02/20		4.18
	Premier 0102	Claims 01/02/20		0.96
	Premier 0102	Claims 01/02/20		0.59
	Premier 0102	Claims 01/02/2020		3.70
	Premier 0102	Claims 01/02/20		0.70
	Premier 0102	Claims 01/02/20		1.22
	Premier 0102	Claims 01/02/20		1.18
	Premier 0102	Claims 01/02/20		0.81
	Premier 0102	Claims 01/02/20		1.70
	Premier 0102	Claims 01/02/20		0.07
	Premier 0102	Claims 01/02/20		2.33
	Premier 0102	Claims 01/02/20		0.11
	Premier 0102	Claims 01/02/20		0.07
	Premier 0102	Claims 01/02/20		2.70
	Premier 0102	Claims 01/02/20		0.37
	Premier 0102	Claims 01/02/20		0.19
	Premier 0102	Claims 01/02/20		3.70
	Premier 0102	Claims 01/02/20		2.96
	Premier 0102	Claims 01/02/2020		37.00
	Premier 0102	Claims 01/02/20		2.18
	Premier 0102	Claims 01/02/20		0.78
	Premier 0102	Claims 01/02/2020		74.00
	Premier 0102	Claims 01/02/20		9.88
	Premier 0102	Claims 01/02/20		0.26
	Premier 0102	Claims 01/02/20		2.85
	Premier 0102	Claims 01/02/20		0.19
	Premier 0102	Claims 01/02/20		2.66
	Premier 0102	Claims 01/02/20		5.51
	Premier 0102	Claims 01/02/20		0.44
	Premier 0102	Claims 01/02/20		14.17
	Premier 0102	Claims 01/02/20		0.74
	Premier 0102	Claims 01/02/20		0.15
	Premier 0102	Claims 01/02/20		0.26
	Premier 0102	Claims 01/02/20		2.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Premier 0102	Claims 01/02/20		0.11
	Premier 0102	Claims 01/02/20		0.70
	Premier 0102	Claims 01/02/20		2.00
	Premier 0102	Claims 01/02/20		0.22
	Premier 0102	Claims 01/02/20		1.04
	Premier 0102	Claims 01/02/20		1.61
	Premier 0102	Claims 01/02/2020		57.65
	Premier 0102	Claims 01/02/20		1.96
	Premier 0102	Claims 01/02/20		6.59
	Premier 0102	Claims 01/02/2020		3.70
	Premier 0108	Claims 01/08/2020		494.00
	Premier 0108	Claims 01/08/2020		1,362.60
Total for Check Number 1436:				2,699.70
1437	premicol	Premier Collission Center & Restoration	01/16/2020	
	1663	Parts and labor in addition to PO 1355		141.17
	1663	Parts and labor in addition to PO 1355		141.17
	1663	Parts and labor in addition to PO 1355		141.17
	1663	Parts and labor in addition to PO 1355		141.17
	1663	Parts and labor in addition to PO 1355		141.17
	1663	Parts and labor in addition to PO 1355		141.18
Total for Check Number 1437:				847.03
1438	pricefor 28177	Price Ford of Turlock Service repair adjusted amps on PD Vehicle	01/16/2020	67.50
Total for Check Number 1438:				67.50
1439	IKONFIN	Ricoh USA Inc.	01/16/2020	
	103106675	PW Contract Lease 12/12/19-01/11/20		376.61
	103106675	PW Contract Lease 12/12/19-01/11/20		25.11
	103106675	PW Contract Lease 12/12/19-01/11/20		100.42
Total for Check Number 1439:				502.14
1440	SAFETLIT	Safe T Lite of Modesto Inc.	01/16/2020	
	362398	Parka for Ivan		0.12
	362398	Parka for Ivan		0.20
	362398	Parka for Ivan		4.91
	362398	Parka for Fernando S.		0.07
	362398	Parka for Ivan		0.03
	362398	Parka for Fernando S.		1.17
	362398	Parka for Ivan		0.66
	362398	Parka for Fernando S.		0.48
	362398	Parka for Ivan		0.01
	362398	Parka for Fernando S.		0.69
	362398	Parka for Fernando S.		2.20
	362398	Parka for Ivan		0.13
	362398	Parka for Fernando S.		3.94
	362398	Parka for Fernando S.		1.14
	362398	Parka for Fernando S.		1.07
	362398	Parka for Ivan		0.11
	362398	Parka for Fernando S.		2.63
	362398	Parka for Ivan		0.26
	362398	Parka for Ivan		0.18
	362398	Parka for Ivan		0.19
	362398	Parka for Ivan		0.01
	362398	Parka for Fernando S.		0.87
	362398	Parka for Ivan		3.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
362398		Parka for Fernando S.		0.11
362398		Parka for Ivan		0.01
362398		Parka for Ivan		0.08
362398		Parka for Fernando S.		0.26
362398		Parka for Fernando S.		1.06
362398		Parka for Fernando S.		0.02
362398		Parka for Fernando S.		1.67
362398		Parka for Fernando S.		0.17
362398		Parka for Ivan		0.14
362398		Parka for Fernando S.		1.47
362398		Parka for Ivan		0.05
362398		Parka for Fernando S.		0.33
362398		Parka for Ivan		17.17
362398		Parka for Manuel		34.35
362398		Parka for Ivan		0.42
362398		Parka for Ivan		0.15
362398		Parka for Ivan		0.06
362398		Parka for Ivan		0.18
362398		Parka for Ramon		24.55
362398		Parka for Ivan		0.94
362398		Parka for Ivan		0.05
362398		Parka for Fernando S.		0.93
362398		Parka for Ivan		0.37
362398		Parka for Ivan		0.02
362398		Parka for Fernando S.		0.10
362398		Parka for Ivan		8.59
362398		Parka for Fernando S.		19.63
362398		Parka for Fernando S.		5.64
362398		Parka for Fernando S.		0.80
362398		Parka for Ramon		24.55
362398		Parka for Fernando S.		0.28
362398		Parka for Fernando S.		0.05
362398		Parka for Ivan		9.82
362398		Parka for Ivan		0.24
362398		Parka for Ivan		0.02
362398		Parka for Fernando S.		1.58
362398		Parka for Manuel		14.72
362398		Parka for Fernando S.		0.68
362398		Parka for Ivan		0.28
362657		Rain Pants for Ivan		0.03
362657		Rain Pants for Ivan		0.06
362657		Rain Pants for Ivan		0.24
362657		Rain Pants for Fernando S.		0.40
362657		Rain Pants for Ivan		0.01
362657		Rain Pants for Ivan		0.14
362657		Rain Pants for Fernando S.		0.68
362657		Rain Pants for Fernando S.		0.02
362657		Rain Pants for Fernando S.		0.49
362657		Rain Pants for Ivan		0.19
362657		Rain Pants for Fernando S.		0.63
362657		Rain Pants for Ivan		0.02
362657		Rain Pants for Fernando S.		0.01
362657		Rain Pants for Ivan		0.20
362657		Rain Pants for Fernando S.		0.21
362657		Rain Pants for Fernando S.		0.72
362657		Rain Pants for Ivan		0.18
362657		Rain Pants for Ivan		0.26
362657		Rain Pants for Fernando S.		0.05
362657		Orange rain pants for Fernando S.		8.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
362657		Rain Pants for Fernando S.		0.04
362657		Rain Pants for Fernando S.		0.30
362657		Rain Pants for Ivan		0.02
362657		Rain Pants for Ivan		0.37
362657		Rain Pants for Fernando S.		0.12
362657		Orange rain pants for Ramon		10.56
362657		Rain Pants for Ivan		0.08
362657		Orange rain pants for Ivan		8.59
362657		Orange rain pants for Ramon		10.57
362657		Rain Pants for Fernando S.		0.46
362657		Rain Pants for Ivan		0.01
362657		Rain Pants for Fernando S.		0.03
362657		Rain Pants for Fernando S.		0.50
362657		Rain Pants for Ivan		0.66
362657		Rain Pants for Ivan		0.18
362657		Rain Pants for Fernando S.		1.70
362657		Rain Pants for Fernando S.		0.12
362657		Rain Pants for Fernando S.		0.07
362657		Orange rain pants for Ivan		9.82
362657		Rain Pants for Fernando S.		0.90
362657		Rain Pants for Ivan		0.28
362657		Rain Pants for Fernando S.		0.37
362657		Rain Pants for Fernando S.		0.29
362657		Rain Pants for Ivan		0.15
362657		Rain Pants for Ivan		0.01
362657		Rain Pants for Fernando S.		0.35
362657		Rain Pants for Fernando S.		1.13
362657		Rain Pants for Ivan		0.94
362657		Rain Pants for Ivan		0.05
362657		Rain Pants for Fernando S.		2.43
362657		Rain Pants for Ivan		0.48
362657		Orange rain pants for Ivan		3.68
362657		Rain Pants for Ivan		0.12
362657		Orange rain pants for Ivan		4.91
362657		Rain Pants for Fernando S.		0.46
362657		Rain Pants for Ivan		0.11
362657		Rain Pants for Ivan		0.05
362657		Orange rain pants for Ivan		10.24
362657		Rain Pants for Fernando S.		0.14
362657		Rain Pants for Ivan		0.13
			Total for Check Number 1440:	280.71
1441	SAFEGUAR 033687269	Safeguard Business Systems Inc Finance custom envelope	01/16/2020	196.16
			Total for Check Number 1441:	196.16
1442	UB*01889	ARACELI SANCHEZ Refund Check 110294-000, 683 RAVENSWO Refund Check 110294-000, 683 RAVENSWO Refund Check 110294-000, 683 RAVENSWO	01/16/2020	30.60 56.62 64.27
			Total for Check Number 1442:	151.49
1443	SWRCB LW-1024818	SWRCB- Accounting Office Water System fee 07/01/2019-06/30/2020	01/16/2020	15,913.15
			Total for Check Number 1443:	15,913.15
1444	BNYMELLC	The Bank of New York Mellon Trust Comp	01/16/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	LVNGTNSWR16A	Sewer Refunding Bonds Series 2016A- Principal		190,000.00
	LVNGTNSWR16A.	Sewer Refunding Bonds Series 2016A- Interest		125,574.56
Total for Check Number 1444:				315,574.56
1445	MODESTOB 0004441908 0004470534	The Modesto Bee Livingston water system improvements project N Ordinance publication for Rezonw 2019-01	01/16/2020	1,498.32 406.48
Total for Check Number 1445:				1,904.80
1446	thomsonr 841667253	Thomson Reuters- West Penal Code Books	01/16/2020	265.08
Total for Check Number 1446:				265.08
1447	torresel 001	Elizabeth Torres Walnut Center Deposit Refund 01/12/2020	01/16/2020	150.00
Total for Check Number 1447:				150.00
1448	TRANSUNI 12905832 12905832 12905832	Trans Union LLC UB credit check UB credit check UB credit check	01/16/2020	105.22 105.22 105.22
Total for Check Number 1448:				315.66
1449	usbank1 402717706 402717706 402717706 402717706 402717706 402717706 402717706 403206386	U.S. Bank Equipment Finance Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20 Lanier Copier Lease 12/15/20-01/15/20	01/16/2020	190.84 190.34 190.34 190.34 189.79 190.34 190.34 1,084.57
Total for Check Number 1449:				2,416.90
1450	VALLCOFF 077903	Valley Coffee Water for PD	01/16/2020	63.50
Total for Check Number 1450:				63.50
1451	VERIZON 9845313501	Verizon Wireless Pd Modems and Cell Phones	01/16/2020	789.62
Total for Check Number 1451:				789.62
1452	VISION 808296584 808296584 808296584 808296584 808296584 808296584 808296584 808296584 808296584 808296584 808296584	Vision Service Plan - CA PR Batch 00028.12.2019 Vision Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019 Vision Claims 12/2019	01/16/2020 PR Batch 00028.12.2019 Visi	472.59 0.33 0.17 0.35 16.60 0.55 1.05 0.05 0.90 1.21 0.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	808296584	Vision Claims 12/2019		0.27
	808296584	Vision Claims 12/2019		84.84
	808296584	Vision Claims 12/2019		0.08
	808296584	Vision Claims 12/2019		0.55
	808296584	Vision Claims 12/2019		0.90
	808296584	Vision Claims 12/2019		2.47
	808296584	Vision Claims 12/2019		0.76
	808296584	Vision Claims 12/2019		0.38
	808296584	Vision Claims 12/2019		0.46
	808296584	Vision Claims 12/2019		0.32
	808296584	Vision Claims 12/2019		1.33
	808296584	Vision Claims 12/2019		0.98
	808296584	Vision Claims 12/2019		1.28
	808296584	Vision Claims 12/2019		6.36
	808296584	Vision Claims 12/2019		0.53
	808296584	Vision Claims 12/2019		0.32
	808296584	Vision Claims 12/2019		0.37
	808296584	Vision Claims 12/2019		0.12
	808296584	Vision Claims 12/2019		1.20
	808296584	Vision Claims 12/2019		54.08
	808296584	Vision Claims 12/2019		0.07
	808296584	Vision Claims 12/2019		0.03
	808296584	Vision Claims 12/2019		0.69
	808296584	Vision Claims 12/2019		2.95
	808296584	Vision Claims 12/2019		1.79
	808296584	Vision Claims 12/2019		33.20
	808296584	Vision Claims 12/2019		0.12
	808296584	Vision Claims 12/2019		506.00
	808296584	Vision Claims 12/2019		1.88
	808296584	Vision Claims 12/2019		1.66
	808296584	Vision Claims 12/2019		4.43
	808296584	Vision Claims 12/2019		0.05
	808296584	Vision Claims 12/2019		0.10
	808296584	Vision Claims 12/2019		1.05
	808296584	Vision Claims 12/2019		0.20
	808296584	Vision Claims 12/2019		0.03
	808296584	Vision Claims 12/2019		0.03
	808296584	Vision Claims 12/2019		0.78
	808296584	Vision Claims 12/2019		3.32
	808296584	Vision Claims 12/2019		0.88
	808296584	Vision Claims 12/2019		0.43
	808296584	Vision Claims 12/2019		16.60
	808296584	Vision Claims 12/2019		3.32
			Total for Check Number 1452:	1,231.09
1453	WGRSOUTI 23106 23138	WGR SOUTHWEST, INC. MS4 Compliance 11/01/2019-11/30/2019 MS4 Compliance	01/16/2020	1,286.76 5,400.00
			Total for Check Number 1453:	6,686.76
1454	willdan 010-43369BAD 010-43369BAD 010-43369BAD 010-43369BAD 010-43369BAD 010-43369BAD 010-43369BAD	Willdan Financial Services BADs FY 2019-2020 BADs FY 2019-2020 BADs FY 2019-2020 BADs FY 2019-2020 BADs FY 2019-2020 BADs FY 2019-2020 BADs FY 2019-2020	01/16/2020	239.04 97.40 140.58 9.24 12.19 23.47 126.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	010-43369BAD	BADs FY 2019-2020		24.16
	010-43369BAD	BADs FY 2019-2020		149.45
	010-43369BAD	BADs FY 2019-2020		118.64
	010-43369BAD	BADs FY 2019-2020		272.31
	010-43369BAD	BADs FY 2019-2020		12.71
	010-43369BAD	BADs FY 2019-2020		245.28
	010-43369BAD	BADs FY 2019-2020		285.03
	010-43369BAD	BADs FY 2019-2020		43.90
	010-43369BAD	BADs FY 2019-2020		100.44
	010-43369BAD	BADs FY 2019-2020		87.49
	010-43369BAD	BADs FY 2019-2020		201.94
	010-43369BAD	BADs FY 2019-2020		72.68
	010-43369LMD	LMDs FY 2019-2020		3.25
	010-43369LMD	LMDs FY 2019-2020		130.36
	010-43369LMD	LMDs FY 2019-2020		7.71
	010-43369LMD	LMDs FY 2019-2020		112.46
	010-43369LMD	LMDs FY 2019-2020		368.61
	010-43369LMD	LMDs FY 2019-2020		234.11
	010-43369LMD	LMDs FY 2019-2020		13.81
	010-43369LMD	LMDs FY 2019-2020		149.31
	010-43369LMD	LMDs FY 2019-2020		308.53
	010-43369LMD	LMDs FY 2019-2020		205.96
	010-43369LMD	LMDs FY 2019-2020		15.07
	010-43369LMD	LMDs FY 2019-2020		552.52
	010-43369LMD	LMDs FY 2019-2020		792.15
	010-43369LMD	LMDs FY 2019-2020		38.60
	010-43369LMD	LMDs FY 2019-2020		95.16
	010-43369LMD	LMDs FY 2019-2020		46.62
	010-43369LMD	LMDs FY 2019-2020		67.46
	010-43369LMD	LMDs FY 2019-2020		96.83
	010-43369LMD	LMDs FY 2019-2020		159.61
	010-43369LMD	LMDs FY 2019-2020		150.08
	010-43369LMD	LMDs FY 2019-2020		121.92
	010-43369LMD	LMDs FY 2019-2020		24.34
	010-43369LMD	LMDs FY 2019-2020		40.63
	010-43369LMD	LMDs FY 2019-2020		222.10
	010-43369LMD	LMDs FY 2019-2020		164.31
	010-43369LMD	LMDs FY 2019-2020		10.35
	010-43370-C2005	Community Facilitues District Adm 2005-1 PS F		1,755.11
	010-43370-C2013	Community Facilitues District Adm 2013-1 FY 2		2.12
	010-43370-C2013	Community Facilitues District Adm 2013-1 FY 2		53.94
	010-43370-C2013	Community Facilitues District Adm 2013-1 FY 2		0.14
	010-43370-C2013	Community Facilitues District Adm 2013-1 FY 2		0.97
	010-43370-C2017	Community Facilitues District Adm 2017-1 FY 2		1,250.24
			Total for Check Number 1454:	9,456.66
1455	xerox	Xerox Financial Services	01/16/2020	
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.14
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.15
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.16
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.14
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.16
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.14
	1911597	Happys and Finance Copier Lease 12/14/2019-0		18.14
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.62
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
	1916757	Copy room and Dannas Copier Lease 12/20/2019		69.61
			Total for Check Number 1455:	823.14
1456	UB*01887	RODRIGO ZAMORA	01/16/2020	
		Refund Check 110282-000, 1618 CHIANTI CO		30.60
		Refund Check 110282-000, 1618 CHIANTI CO		64.27
		Refund Check 110282-000, 1618 CHIANTI CO		56.62
			Total for Check Number 1456:	151.49
			Total for 1/16/2020:	691,705.12
			Report Total (87 checks):	708,909.89





**MEETING MINUTES**  
**REGULAR MEETING**  
**LIVINGSTON CITY COUNCIL**  
**December 3, 2019**

A Regular Meeting of the Livingston City Council was held on December 3, 2019, in the City Council Chambers with Mayor Samra presiding.

**REGULAR MEETING**

Mayor Samra called the meeting to order at 7:00 p.m.

**PLEDGE OF ALLEGIANCE**

The pledge of allegiance to the flag was recited.

**ROLL CALL**

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

**CHANGES TO THE AGENDA**

None.

**AWARDS, PRESENTATIONS, PROCLAMATIONS**

1. Presentation by Catherine R. Hansford, Hansford Economic Consulting: Utility Rate Study Presentation.

Catherine R. Hansford from Hansford Economic Consulting gave a PowerPoint Presentation on the Utility Study. She went over the findings, revenue requirement, cost for services, summary of most common service rates, calculated rate schedule, effects of changed implementation dates, projected cash balance, and projected bills for the Sanitation Rate Study, Domestic Wastewater

Rate Study, and Water Rate Study. Ms. Hansford also discussed the combined utility bill impact. She noted that the first-rate changes would be on the May bills, and subsequent changes would be on the January bills.

Mayor Pro-Tem Garcia stepped into the Council Chambers at 7:07 p.m.

City Manager Ramirez noted that Merced County is in a unique circumstance because they have JPA, which is the regional rate authority. He stated that JPA might look at providing regional services.

Council Member Aguilar thanked the community who participated. He noted that they don't want to raise the rates, but due to the needed projects, it needs to be considered.

Mayor Samra opened and closed public comment at 7:34 p.m., as there were no comments from the public.

City Manager Ramirez noted that at the next council meeting, they are going to be asking the council to begin the Prop 218 hearing process. The 45 day period will start, and the City will be providing notices and workshops in English, Spanish, and Punjabi. He stated that if adopted, the new rates will begin in May 2020.

Council Member Aguilar noted that participation of the community would be much appreciated. Moreover, he pointed out that the water rate is lower than in other cities.

Mayor Samra noted that he is not up to date with the matter. He asked what would be the increase in debt services, and in regards to the CPI, what are they proposing to do in those years. He also asked if the industrial water debt was incorporated into the study.

City Manager Ramirez stated that the industrial water debt was not incorporated because it's industrial.

Mayor Samra noted that he understands, but those are some questions he would like answered. He recommends that flyers be sent out to residents to tell them that the matter will be discussed at the next council meeting.

## **ANNOUNCEMENTS AND REPORTS**

Supervisor Rodrigo Espinoza Announcements and Reports.

None.

City Staff Announcements and Reports.

Assistant Fire Chief Jeremy Rahn introduced new Battalion Chief Brian White. He noted that Mr. White worked at the Gustine fire station for six to seven years.

Battalion Chief White thanked Mr. Rahn. He noted that he looks forward to the opportunity.

Recreation Superintendent Beniot noted that Friday's festivities might be canceled due to the rain. If the festivities are canceled, they are hoping to do the grand lighting of the trees on the following Thursday. Moreover, she noted that as of January 31, 2020, they are going to have three seats available in the recreation commission. Applications are now available at City Hall.

Council Member Baptista asked if all the court of trees have been purchased.

Recreation Superintendent Beniot replied that they have all been sold.

Council Member Aguilar asked if they have received any information on the Prop 68 grant.

City Manager Ramirez replied that they are expecting a response by the end of this month or in January.

Public Works Director Chavarria gave a PowerPoint presentation regarding Public Works related activities. He reported that staff is conducting day to day operations on the wastewater treatment plant, four well treatment sites, five chlorinated well sites, and nine sewer lift stations. They have also been conducting sludge judge testing, building maintenance, pothole filling, tree trimming, stump grinding, LMD renovations, field maintenance, irrigation repairs, and servicing the city vehicles and equipment. Moreover, he discussed the Sun Valley Subdivision flooding and Sun Valley Storm Basin.

Mayor Samara noted that most of the storm drains are able to pump into MID. He asked if the Sun Valley Subdivision has that ability.

Public Works Director Chavarria noted that they rely only on percolation because there are no pumps.

Mayor Samara suggested that they look into it.

City Manager Ramirez noted that the best option is to continue to drain into the canal.

Council Member Kang asked how deep the park is.

Public Works Director Chavarria replied that it's about six feet.

City Manager Announcements and Reports.

City Manager Ramirez noted that they have been trying to convince the decision-maker of ACE Train to put a platform in Livingston. He believes that it would change the dynamics of Livingston if they have an ACE train. Mr. Ramirez also discussed electric aviation. Moreover, he noted that Bright Development has been donating towards many efforts in Livingston. The company is wanting to donate more money, so he is suggesting that they donate to a welcome sign. Mr. Ramirez informed the council of the League of Cities dinner on December 12<sup>th</sup> at 6:00 p.m. Lastly, the City is going to have the mural dedication sometime in mid-January. He thanked the Aguilar family for their donation.

Council Members' Announcements and Reports.

None.

Mayor's Announcements and Reports

None.

## **CITIZEN COMMENTS**

Mayor Samra opened and closed Citizen Comments at 8:02 p.m., as there were no comments from the public.

## CONSENT AGENDA

2. Approval of Warrant Register Dated November 21, 2019.

Motion: M/S Aguilar/Samra 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

3. Resolution Approving the Employment Agreement between the City of Livingston and Vanessa Portillo for the Position of Finance Director.

City Manager Ramirez introduced Vanessa Portillo. He noted that Ms. Portillo has been the Deputy Finance Director for the City of Lathrop since 2014. Ms. Portillo has a lot of private and public sector experience and is currently the Central Valley Chapter Chair.

Mayor Samra asked Ms. Portillo if she would like to say a few words.

Vanessa Portillo noted that it's an honor and pleasure to be selected by the City of Livingston as the Finance Director. She is eager to give it her all.

Council Member Aguilar welcomes Ms. Portillo to the position.

Mayor Samra informed Ms. Portillo that there is going to be a transitional period, and Mr. Grant will be assisting in the transition.

Mayor Samra opened and closed public comment at 8:00 p.m., as there were no comments from the public.

Motion: M/S Baptista/Kang to approve Resolution No. 2019-76, Approving the Employment Agreement between the City of Livingston and Vanessa Portillo for the Position of Finance Director. 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

City Manager Ramirez noted that Ms. Portillo is going to start on January 6, 2020.

Mayor Samra pointed out that this position is very crucial and looks forward to working with her.

4. Resolution Approving the Purchase of a Solar Wireless In-ground Lighted Crosswalk System from Silicon Constellations to be installed at the Crosswalk at "F" St. and Briarwood Drive.

Public Works Director Chavarria introduced this item.

Clerk's Notes: Council Member Kang stepped out of the Council Chambers at 8:10 p.m. but returned at 8:12 p.m.

Mayor Samra opened and closed public comment at 8:12 p.m., as there were no comments from the public.

Council Member Aguilar pointed out that it's a much-needed project.

City Manager Ramirez noted that they have several members in the Traffic Committee.

Motion: M/S Aguilar/Garcia to approve Resolution No. 2019-77, Approving the Purchase of a Solar Wireless In-ground Lighted Crosswalk System from Silicon Constellations to be installed at the Crosswalk at "F" St. and Briarwood Drive. 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

5. Resolution Authorizing Execution of Groundwater Sustainability Plan for the Merced Groundwater Basin.

Matthew Beaman from Merced Irrigation District introduced this item.

City Manager Ramirez noted that groundwater is now being regulated, and the City needs to adopt a groundwater management plan; otherwise, the State will step in.

Mayor Samra opened public comment at 8:23 p.m.

Matthew Beaman noted that the Merced Sub-Basin GSP is available at [MercedSigma.com](http://MercedSigma.com). They provide an executive summary and full GSP.

Katherine Shell-Rodriguez, P.O. Box 163, asked for Mr. Beaman to simplify his explanation on acre-feet of water and also to explain the size of a user that would be exempt from metering. Moreover, she asked what the number of gallons per month is.

City Manager Ramirez replied that an acre-foot of water is about 325 thousand gallons. It's what one family of four uses in the full year.

Mayor Samra closed public comment at 8:25 p.m., as there were no further comments from the public.

Mayor Samra noted that water is going to be very important and highly regulated. He asked Mr. Beaman if each participating agency has representation.

Matthew Beaman replied that right now, MIUGSA is operated under a Memorandum of Understanding with the agencies. He noted that they have monthly board meetings, and there is an opportunity for the representatives from each agency to be there.

Mayor Samra asked if they can force regulations on the cities.

Matthew Beaman stated, yes. He noted that this is the first time that there is a groundwater regulation like this.

Mayor Samra pointed out that right now, they allow 25,000 gallons a month.

City Manager Ramirez noted that the other option is to allow the state to come in and do it for the City.

Mayor Samra noted that Cities are having very little control over their water management.

City Manager Ramirez noted that their ultimate goal is to depend 100% on groundwater. He said that he has been working with Sean and John to find ways to tap into the Merced River so that they can have an option of surface water.

Mayor Samra noted that in critically drought years, they could probably supplement through the surface water.

Motion: M/S Aguilar/Garcia to approve Resolution No. 2019-78, Authorizing Execution of Groundwater Sustainability Plan for the Merced Groundwater Basin. 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

6. Resolution Authorizing the Execution of a Contract with Trane, U.S. Inc. for the Construction of Certain Energy Saving Heat and Air Conditioning Systems and Energy Saving Light Systems to be Located in Various City Facilities and Authorizing the Execution of a Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc.

Reggie Ingram from Trane introduced this item. Mr. Ingram gave a PowerPoint presentation outlining the goals, process, progress, review of city assets, infrastructure, utility consumption, proposed energy program recommendation, guaranteed performance, and results.

City Manager Ramirez added that they want to make sure that they separate everything by funds. It will allow them to make sure there are no challenges in the future. Mr. Ramirez thanked Mr. Ingram for cooperating and being patient with them.

Council Member Baptista asked what the City is doing with the barbershop.

Mr. Ramirez noted that the City owns the building and the HVAC system is in its last leg. The City is responsible for providing the air conditioning unit since its leasing out the building.

Council Member Aguilar asked if the interest rate for the financing is still between two and three percent.

Interim Finance Director Hatch replied that from three or four proposals, the best proposal was a 2.734 percent commitment through December 29<sup>th</sup>. The next closest one was about a hundred basis points higher. He noted that U.S. Bank is the only bank that doesn't charge fees.

Council Member Aguilar asked if the interest rate is included in the total project cost.

Interim Finance Director Hatch stated yes.

Council Member Aguilar asked if they have committed to a specific site where they will be installing the solar panels.

City Manager Ramirez noted that the Joseph Gallo's solar panels would be in the parking lot section. At City Hall, they will be installed in the back parking lot. There will also be a small section at the police department, and the solar panels for public works will be installed on top of the building.

Mayor Samra opened public comment at 8:49 p.m.

Jose Moran, 945 Park View Dr., asked if the City will be responsible for maintaining the solar Panels, or is the City going to have someone else maintain them.

Reggie Ingram replied that it's going to be the responsibility of the City to keep them clean and maintained. Mr. Ingram noted that they would be doing the efficiency test to make sure that it's producing what they said was going to produce for the three-year guarantee of production.

City Manager Ramirez noted that the City is going to be responsible for the maintenance.

Jose Moran asked if the interest rate is fixed.

City Manager Ramirez replied that the rate is fixed.

Council Member Aguilar verified that the guarantee savings is two hundred and eighteen thousand a year. He asked how long is the guarantee.

Reggie Ingram stated that the amount was correct and that it's for three years. He noted that it calculates two hundred and forty-two thousand dollars, but they discounted a bit to make sure they meet their guarantee.

Council Member Aguilar asked what would happen if they don't meet the guarantee.

Reggie Ingram noted that they would write the check for the difference.

Mayor Samra asked if they will write the check for the guarantee of the three years.

Reggie Ingram stated, yes.

Mayor Samra asked if it flips in the fourth year what will happen.

Reggie Ingram stated that they could extend the guarantee period, but there will be a charge for measurements and verification.

Mayor Samra closed public comment at 8:53 p.m., as there were no further comments from the public.

Motion: M/S Baptista/Aguilar to approve Resolution No. 2019-79, Authorizing the Execution of a Contract with Trane, U.S. Inc. for the Construction of Certain Energy Saving Heat and Air Conditioning Systems and Energy Saving Light Systems to be Located in Various City Facilities

and Authorizing the Execution of a Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. 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

Council Member Aguilar thanked the Utility Stakeholders Committee members that participated in the process.

## ADJOURNMENT

The meeting was adjourned by consensus at approximately 8:54 p.m.

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Deputy City Clerk of the City of Livingston

APPROVED:

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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**  
**December 17, 2019**

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

**REGULAR MEETING**

Mayor Samra called the meeting to order at 7:00 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.

**ANNOUNCEMENTS AND REPORTS**

Supervisor Rodrigo Espinoza Announcements and Reports.

County Supervisor Espinoza reported that LAFCO approved the waterline extension for the City of Livingston to provide water to the Livingston Farmers Association. The water will only be used as drinking water for employees. He also attended a LAFCO conference in which they discussed whether the irrigation system should take over PG&E areas around the state. Moreover, Mr. Espinoza attended the Coffee with a Cop at Livingston. He also attended the Planada Senior Citizen Christmas party, Delhi

Christmas Parade, and Planada Christmas Parade. Lastly, Mr. Espinoza stated that the Merced County Association of Governments did not pass the requested change to the meeting times. He also discussed the Revenue Share Agreement.

#### City Staff Announcements and Reports.

Batallion Chief White gave a PowerPoint presentation highlighting the Fire Department's Emergency Activity Report. Within City limits, there were 71 medical aids, 3 vehicle accidents, 1 alarm sounding, 3 vegetation fires, 1 debris fire, 3 Firefighter standby, and 5 public assistance. There were 1024 incidents within the City and 656 within the County, with a total of 1,680 incidents to date. He also discussed training and community outreach. Moreover, he discussed holiday dangers with Christmas trees.

Recreation Superintendent Beniot reported that the Court of Trees was a great turnout. She thanked the LMS band for doing a great job. She announced the winners of the best family and friends, best club entry, school entry, most original entry, best church entry, best business, and community favorite. She noted that the Christmas trees are going to be light through Christmas day. Moreover, she thanked the basketball coaches for helping this season. Lastly, she said that their next recreation commission meeting is going to be on January 11, 2020. They will be having a softball/baseball workshop for the rules. Their regular recreation commission meeting will be on January 23, 2020. She noted that they will be having three vacancies in the recreation commission and are looking for applicants.

Director of Public Works Chavarria recognized Public Work employees Tommy Mejia and Jesus Chavez for helping lead the operations department.

Tommy Mejia thanked Mr. Chavarria for the recognition. He expressed his appreciation to Mr. Chavarria for providing them with the opportunities and pushing them to be better.

Jesus Chavez thanked Mr. Chavarria. He expressed his excitement in serving the City of Livingston.

City Engineer Mario Gouveia reported that they opened bids for the TCP project for Wells 14 and 16 this afternoon. They received four bids, and the lowest bid was 2.8 million. They will bring it to the council at the next meeting.

Police Chief Chavez gave a PowerPoint presentation. He discussed Coffee with a Cop, Kops 4 Kids, the school visit program, Campus Park Head Start Ribbon Cutting, school zone enforcement, explorer training for competition, animal control enforcement of illegal animals, active shooter training, New Year's Eve firework enforcement, and MAPS program collaborative contract update. Mr. Chavez also noted that he attended the CHP Chief Sam Samra promotion. Moreover, he stated that their first Traffic Committee meeting is going to be held on January 15, 2020.

#### City Manager Announcements and Reports.

City Manager Ramirez noted that he has been working with Foster Farms on the point of sale component. Moreover, Mr. Ramirez pointed out that the City finalized the Trane and U.S. Bancorp note. The projects will get started at the beginning of January.

#### Council Members' Announcements and Reports.

Council Member Baptista complemented the City's Court of Trees event. She thanked all the people who purchased a tree. She also noted that she attended the VFW dinner on Saturday. Ms. Baptista stated that VFW has several activities, which include a writing contest that will take place in March, and scholarships will be available.

## Mayor's Announcements and Reports

Mayor Samra announced that there would be no council meeting on January 7, 2020, due to the holidays and lack of items for the agenda.

## CITIZEN COMMENTS

Mayor Samra opened Citizen Comments at 7:37 p.m.

Mario Mendoza announced that he is running for District 4 County Supervisor. He thanked the council for all the knowledge that he has gained and looks forward to working with the City.

Mayor Samra thanked Mr. Mendoza for his previous service with the City and wished him the best of luck.

Lisa Sanchez, 1576 Montecito Dr., thanked the City Manager and the Chief of Police for moving the limit line from the stop sign. She noted that when residents ask for changes that are crucial to the City, the changes can be made if a request is correctly done.

Police Chief Chavez noted that Public Works assisted in moving the limit line from the curb of an intersection because it made it hard for drivers to see traffic coming. By moving the limit line, the vehicles now have a better view of traffic in all directions.

Lisa Sanchez noted that the limit line issue was on Peach and Briarwood.

Police Chief Chavez noted that it was on Emerald Dr. and Peach Ave and also on Robin Ave.

Lisa Sanchez expressed her excitement on the limit line issue that was resolved.

Adanan Bath, 1623 9<sup>th</sup> Street, recommended the council not to reconsider the City-County Sharing Agreement that Mr. Espinoza presented to them.

Mayor Samra closed Citizen Comments at 7:42 p.m., as there were no comments from the public.

## CONSENT AGENDA

1. Approval of Warrant Register Dated December 12, 2019.
2. Approval of Minutes of Meeting Held on November 19, 2019.

Motion: M/S Garcia/Kang 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

3. Receive Direction from the Council to Initiate the Prop 218 Notice Process for the Proposed Water and Wastewater Rate Increases. This is Only Related to the Initiation of the Process,

Specifically the Sending Out of the 45-Day Notice Advising Tenants and Property Owners of the Proposed Rate Increases, Protest Procedures and the Date of the Public Hearing. No Rates Will be Imposed or Decided on at this Meeting.

Clerk's Notes: Council Member Kang stepped out of the Council Chambers at 7:46 p.m. but returned at 7:48 p.m.

Clerk's Notes: Mayor Pro-Tem Garcia stepped out of the Council Chambers at 7:47 p.m. but returned at 7:52 p.m.

City Manager Ramirez noted that the City is planning on having a series of workshops in English, Spanish, and Punjabi. They are also going to be taking the Utility Rate Study Report and translating it in various languages. The City will be sending out notices on the workshop dates.

Catherine Hansford from Hansford Economic Consulting introduced this item.

Mayor Samra asked Ms. Hansford to explain how the residents can protest.

Catherine Hansford noted that the City has to send public hearing notices explaining what the rate increase will be and what the residents' rights are. She stated that if residents wish to protest the increases, they can write to the City. The protestors will have to put on their written protest their name, address, what they are protesting, and sign it. The residents can protest any time up until the public hearing date. If there is fifty percent plus one of the total customer base that protests, the City Council cannot go any further with the proposal.

Mayor Samra asked if it's a fifty percent or fifty-one percent.

Catherine Hansford stated that it's a fifty-one percent.

Mayor Samra believes it's a fifty percent plus one ballot.

City Manager Ramirez noted that the City is going to have workshops. Residents will be receiving notices in the mail with the workshop dates.

Council Member Aguilar asked Mr. Ramirez if he can inform the public of the planned workshops in January.

City Manager Ramirez noted that the City plans on having the English workshop on January 15<sup>th</sup>, the Spanish workshop on January 16<sup>th</sup>, and the Punjabi workshop on January 22<sup>nd</sup>.

Mayor Samra opened public comment at 8:19 p.m.

Adanan Bath, 1623 9<sup>th</sup> Street, pointed out that the PowerPoint doesn't show how much the utilities have grown from five years ago. He asked what lead the City to believe that they needed to increase the utilities. He also mentioned that the City of Livingston did not compare its utility rates with the City of Atwater or City of Merced.

Mayor Samra replied that at the next presentation, they would add the City of Atwater and City of Merced.

City Manager Ramirez noted that in the past, they have never looked back at the projections, but if requested, they will do it. He said that since Ms. Hansford was their consultant last time, they

should be able to put it together. He also stated that they are going to add Atwater and Merced to the presentation.

Council Member Aguilar requested that the City of Livingston compare their utility rates with other cities in Merced County.

Adanan Bath pointed out that the City should only be compared with cities in Merced County.

City Manager Ramirez pointed out that Ms. Hansford is an independent consultant and that staff and the council did not pick the cities that were compared to the City of Livingston. He thanked Mr. Bath for his feedback and informed him that they would add all of the cities within Merced County.

County Supervisor Espinoza asked if the 45-day process will start if the council votes on it today.

Mayor Samra replied that it would mean that the City will be sending out the notices.

City Manager Ramirez noted that the 45 day period does not begin today. The 45 day period will start on January 24, 2020, and the Proposition 218 letter will be mailed out to the residents. He noted that for today they are just getting authorization from the council to send out a notice regarding the workshops.

County Supervisor Espinoza noted that he just wanted information on the process. He wanted to make sure the City will have workshops in different languages for the residents to get information. Moreover, he recommended that the workshops take place at the Portuguese Hall.

Mayor Samra noted that if they get many questions that they can't answer, the workshop dates will shift. He stated that it's better to get the public input and involvement at the beginning than at the end.

County Supervisor Espinoza noted that before the City starts the Proposition 218 process, they should have the workshops.

Enrique Medina asked for more numbers on the presentation. He would like to know how much water does the wells produce, how much water does the resident and commercial use, what was the population change since the last increase and wants more history on the population.

Mayor Samra informed Mr. Medina that if he thinks of any other questions to please contact City Hall. He pointed out that this meeting is to get people's input.

Enrique Medina noted that the cost of living is only 1.6 percent.

Katherine Shell-Rodriguez member of the Utility Rate Committee pointed out that at the first meeting in 2018, they talked about the new legislation on carcinogens in the water that is called TCP 123. The state adopted a limit of five parts per trillion. She noted that the City is out of compliance with the state, and the City has two to three years to get into compliance. She pointed out that a significant portion of the twenty-four million dollars will be going towards the TCP issue. She stated that this is not a new issue and that it has been going on for a while. Moreover, she noted that the City needs to come up with the money to put filtration in the wells.

Lisa Sanchez stated that they should not pay more for water if it's not going to get cleaned. She asked the council to clean the water.

Martha Zamora asked why the water issue has not been addressed.

Mayor Samra closed public comment at 8:32 p.m., as there were no further comments from the public.

City Manager Ramirez shared that he has served the community since 2011 and that he inherited a lot of the issues. He noted that the water delivered to the residents' homes meets Title 22 drinking standards, but they need to do operations and maintenance. Mr. Ramirez pointed out that the City is on its fourth year of waterline replacement. He noted that many lines in the City were cast-iron lines, asbestos pipes, or other types of pipes. The pipes that were replaced in 2011 to present are C900 pipes, which last one hundred years. Mr. Ramirez mentioned that the City has been able to go after some grants to replace some pipes. He stated that as the City continues to grow and meets a certain population threshold, the City is not eligible for specific funding. Moreover, he pointed out that the City of Livingston was the first city to implement the TCP treatment even before the MCL limit was adopted. Lastly, he noted that the City's goal is to be competitive and to make sure that the residents get reliable and clean water.

Mayor Samra pointed out that there has been much work done. Many lines have been replaced, and they have treated some wells. He also mentioned that at the beginning, the City was having problems getting grants because the state would tell them that the rates were too low. Back in 2008 and 2010, they had many residents protesting the increase in rates. He noted that if the City can't raise the rates, then the City will be limited on what they can do.

Moreover, Mayor Samra pointed out that the City water was the same ten years ago, but the state changes its standards. So the cities are forced to do more filtration, and it comes with a cost. Lastly, he asked the residents to go to the meetings to get informed and to provide suggestions and input.

City Manager Ramirez noted that he would like direction on sending out a letter notifying the public of the workshops.

Council Member Baptista asked what information will be provided in the notice.

City Manager Ramirez replied that the notice is going to notify the residents of the proposed rate increases and dates of the workshops.

Council Member Aguilar asked if the City can add more information to the notification on what the City is trying to do.

Catherine Hansford noted that they also need direction to have the authorization to send out the Proposition 218 notices at the end of January after the workshops.

City Manager Ramirez replied that they could request it at the next council meeting.

Mayor Samra asked Mr. Aguilar if he had any suggestions on what he would like to see in the letter.

Council Member Aguilar replied that he would like the City to add the reasoning of why they are discussing the increase in rates.

City Manager Ramirez noted that the City has the proposed rate study if anyone wants a copy of it.

City Manager Ramirez stated that the report would be translated in Spanish and Punjabi by mid-January.

Council Member Baptista asked for educational components in the workshops. She would like the public to be educated in the use of solid waste bids and conserving water.

Council Member Aguilar added that he wants to include the comparison of rates with Merced County cities. He also asked that the historical figure be added to the presentation. Moreover, he expressed the importance of residents attending the workshops.

Mayor Pro-Tem Garcia stated that some people mentioned that the council had something to do with the past water issue. He noted that four members of the council are reasonably new and the problems have fallen on their laps.

Mayor Samra asked the council if they want to move forward on sending out the letters.

City Manager Ramirez mentioned the added modifications.

Council Member Baptista stated yes.

Council Member Aguilar stated yes. He asked if they had the times in which the workshops will be held.

City Manager Ramirez noted that they are going to be scheduling the workshops at 6:00 p.m.

Council Member Aguilar and Mayor Samra asked the public at what time they should have the workshops.

City Clerk's Notes: The public suggested the workshops be held at 7:00 p.m.

Mayor Samra noted that the workshops are going to be held at 7:00 p.m.

Mayor Samra asked the council again if they want to move forward with the letter.

City Clerk's Notes: the council voted yes to moving forward with the letter.

Mayor Samra re-opened public comment at 8:51 p.m.

Ana Francia noted that the water is not drinkable. She asked if the council was sure that the water dispensers did not have arsenic in them and if it has been tested.

City Manager Ramirez noted that the water dispensers have separate permits and are regulated.

Ana Francia asked Mr. Ramirez if he is positive that the water dispensers don't have arsenic.

City Manager Ramirez responded that if they did, the state would shut them down. He clarified that when he mentioned that the water meets Title 22 drinking standards, it means that it's not exceeding the maximum contaminant level.

Council Member Aguilar asked if the City is responsible for the water dispensers.

City Manager Ramirez noted that the City protects the residents by making sure they have a backflow device that does not contaminate the City's system. As far as the source and what they are doing, a different entity regulates it. He noted that the City is only responsible for the water they deliver to residents' homes.

Ana Francia asked if the school gets good water for the children.

City Manager Ramirez noted that the children are drinking Title 22 drinking water, and if the school wants to add other filtration, they are more than welcome to do it.

Ana Francia noted that one of the water dispensers in town has an awful taste to it, but the one by Gino's is okay.

City Manager Ramirez informed Ms. Francia that the water she receives at her home meets Title 22 drinking standards.

Clerk's Notes: Mayor Pro-Tem Garcia left the Council Chambers at 8:55 p.m.

Mike Torres asked what will be the cutoff time of the meetings.

Mayor Samra stated that they have a start time but can't have an end time.

Mike Torres asked for the current population number in Livingston.

City Manager Ramirez noted that the City usually grows every year by two percent. The projected number is about 18,000, but they will not know until the census takes place.

Gabriel Salazar, 1024 Sunset Court, asked if there is going to be an updated report with the new information requested.

City Manager Ramirez noted that they would be generating the new data, but as of now, the City has the full utility rate report if anyone wants a copy.

Mayor Samra recommended that the report be put on the City website.

City Manager Ramirez noted that they would put it on the City website. He also stated that the report is going to be translated in Spanish and Punjabi by mid- January.

Mayor Samra closed public comments at 8:58 p.m., as there were no further comments from the public.

Mayor Samra noted that there were four yes votes to move forward with the letter. Mayor Samra cast his yes vote and gave direction to staff to move forward with sending out a letter to the public.

4. Discussion for Council Input on Special Event Plans for 2020.

City Manager Ramirez noted that the City is involved with the Sweet Potato Festival, Street Fair, and the 4<sup>th</sup> of July event with the exception that the City is not the organizer of the 4<sup>th</sup> of July event but the facilitator.



City Manager Ramirez noted that Mr. Valadez is going to be providing him with direction on whether the 51/50 will take on the event or if it's still going to be the 4<sup>th</sup> of July Committee.

Recreation Superintendent Benoit introduced this item. She noted that the 4<sup>th</sup> of July Festival is a three-day regional event that has been run by a community group. Ms. Benoit stated that the Firework show has increased to about twenty thousand dollars. She suggested that the event be cut to one day, or find another organization to take on the event.

Mayor Samra noted that he would like to look at the mid-year budget to give the council some idea of their options.

City Manager Ramirez noted that they are thinking about having the three-day event, but the City would only provide two days of activities instead of three days. He also stated that he spoke with the Chief of Police about incorporating more reserves, private security, and reducing personnel.

Council Member Aguilar noted that it's difficult to give any input because they are not sure who will be taking over the event.

City Manager Ramirez noted that he got a text message from Mr. Valadez stating that the Carlos Vieira Foundation is planning to be involved. It will be voted at the Foundation's next board meeting.

Mayor Samra noted that the Festival is currently working well.

Recreation Superintendent Benoit noted that the Street Fair currently runs for six months. In 2016 it became a certified farmers' market. She stated that the USDA grant ended on September 29, 2019. She suggests that they eliminate the event or cut back to one month.

Council Member Aguilar noted that the Street Fair was discussed at the recreation commission meeting. He asked Ms. Benoit if the recommendations come from the recreation commission meeting.

Recreation Superintendent Benoit stated that some of the recommendations come from the recreation commission meeting.

Mayor Samra pointed out that the Street Fair used to be huge. He noted that they need to look into the reasons why it minimized.

Council Member Kang asked how much will the Street Fair cost the City to manage it now that the grant has ended.

Recreation Superintendent Benoit replied that they have a \$5,000 budget remaining for this year.

Council Member Kang suggested that they eliminate the Street Fair or reduce it to four weeks.

Mayor Samra noted that when they first started the Street Fair, they had different promoters, and it used to be crowded with people.

Toni Marquez noted that the Street Fair was a success when they brought local vendors to the event.

Mayor Samra noted that he does not know how the Street Fair is currently run.

Council Member Kang suggested that they try the Street Fair for four weeks, and if it works out, they can continue, and if it doesn't do well, then it ends at four weeks.

Council Member Aguilar noted that they need to do a systematic look at the event. He pointed out that in the past couple of years, not many people have attended the event. Mr. Aguilar believes that not many people attend because there are not enough vendors. He suggested that they get more vendors and promote it better. Mr. Aguilar also thinks the event is too long and is losing people's interest. He recommended that they do it once a month on the third Thursday of the month for two or four months.

Mayor Samra believes that the Street Fair is good for the community.

Council Member Aguilar agreed with Mayor Samra. He noted that they need to do outreach or connect with a nonprofit organization.

Recreation Superintendent Benoit noted that people would do it if they have a one-year commitment, but if it's more than two months, they are going to need to hire someone.

Council Member Aguilar asked how they are outreaching vendors.

Recreation Superintendent Benoit replied that they go out to the swamp meets.

Council Member Aguilar asked if the once a month for three to four months would work.

Recreation Superintendent Benoit replied that as long as they keep it on the same day so the residents don't get confused.

Linda Deol, President of the Recreation Committee noted that the Recreation Committee discussed eliminating the Street Fair or having it for four weeks. She does not believe having the Street Fair once a month would work. She stated that the six months is not productive for the City.

Diego Castillo, P.O. Box 855, noted that when he used to do events at the flea market, they would target the dates that didn't have other events going on. He believes that if they do it too long, they will lose traction.

Gabriel Salazar, 1024 Sunset Court, noted that he would like the City to keep the Street Fair Farmers Market because it's an excellent opportunity for people who don't have the means to access any other fresh fruits or vegetables.

Jose Moran believes 6 months is too long, but 6 to 8 weeks work. He suggested having demonstration showcases. He stated that he is willing to help out once in a while.

Police Chief Chavez noted that they struggle to manage the 4<sup>th</sup> of July event because the Pentecost Hall has their event on the same weekend. He stated that the commissioners moved it, which helped out. In regards to the Street Fair, Mr. Chavez said that the 51/50 are professional promoters, and he has confidence that Carlos Vieira and Julio Valadez will do a good job. He noted that as the Street Fair got longer, people got tired of the same thing. He suggested having entertainment for kids.

Council Member Kang pointed out that the grant has run out for the Street Fair, so if it continues more than four weeks, the City will have to pull money from the General Fund. He noted that the whole point is to save ten percent.

Recreation Superintendent Benoit discussed the Sweet Potato Festival. She noted that the festival runs for three days, and the event has almost broken even. She suggested that they cut back to two days and integrate the entertainment. Ms. Benoit also suggested that they allow the carnival to run 3 to 4 days if they choose.

Council Member Aguilar noted that the Sweet Potato Festival was brought up at the recreation commission meeting. They discussed reducing the event to two days. He asked if the event was well attended in 2017 when they had it for two days.

Recreation Superintendent Benoit replied that it was well attended on the two days.

Council Member Aguilar asked if it would be better to have it for two days.

Recreation Superintendent Benoit reiterated that it was well attended but does not know the numbers.

Council Member Baptista expressed the need of the community to participate and support in the events.

Mayor Samra agreed with Ms. Baptista. He noted that they need volunteers. Moreover, he stated that this item is just a discussion item, and no decision will be made. The item will be brought back.

City Manager Ramirez noted that they are going to be reaching out to the Sweet Potato Council to figure out a way to get them involved. They have also come up with some cost-saving measures.

Mayor Samra stated that he would like to bring the item back in February with suggestions and ideas. Moreover, he announced that there would be no meeting on January 7, 2020.

## **ADJOURNMENT**

The meeting was adjourned by consensus at approximately 9:33 p.m.

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Deputy City Clerk of the City of Livingston

APPROVED:

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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:** Resolution Appropriating \$56,690 of the Citizens Option For Public Safety (COPS) Unappropriated Fund Balance from Fiscal Year 2018/2019

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Brad Grant – Interim Finance Director

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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### **RECOMMENDATION:**

City Council adopt a motion, adopting Resolution No. 2020- \_\_\_\_, Resolution of the City Council of the City of Livingston appropriating \$56,690 of the Citizens Option For Public Safety (COPS) Unappropriated Fund Balance from Fiscal Year 2018/2019.

### **BACKGROUND:**

The City Manager has the authority to make transfers of budget appropriations between classifications and activities within a fund. Any additional appropriation authority requires City Council approval.

COPS funds can be used for frontline law enforcement and are allocated to cities on a population basis. The law provides for a minimum frontline law enforcement allocation of \$100,000 to any local agency receiving funding under the program.

### **DISCUSSION:**

Because the City received more than the minimum allocation and because expenditures were less than what was budgeted there are unappropriated funds available for expenditure in 2019/20.

### **FISCAL IMPACT:**

Citizens Option For Public Safety - Fund 1204. The additional funds would be used to fund Police activities. They cannot be used for any other purpose.

### **ATTACHMENTS:**

Resolution No. 2020-\_\_\_\_

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
APPROPRIATING \$56,690 OF THE CITIZENS OPTION FOR PUBLIC SAFETY (COPS)  
UNAPPROPRIATED FUND BALANCE FROM FISCAL YEAR 2018/2019**

**WHEREAS**, the City was the recipient of Citizens Option for Public Safety funds from the State of California.

**WHEREAS**, the City uses these funds for frontline law enforcement.

**WHEREAS**, the City received additional funds and did not spend all funds budgeted.

**WHEREAS**, the City can only use these funds for frontline law enforcement activities.

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

1. The sums of money therein set forth are hereby appropriated and are to be used for frontline police services.

Passed and adopted this 21<sup>st</sup> day of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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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 21<sup>st</sup> day of January 2020.

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Monica Cisneros, Deputy City Clerk  
of the City of Livingston

## STAFF REPORT

**AGENDA ITEM:** Resolution Adopting City of Livingston Master Employee Salary Schedule Effective January 1, 2020.

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Danna Rasmussen, Human Resources Coordinator

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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### RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2020-\_\_\_\_, establishing a City of Livingston Master Employee Salary Schedule confirming rates/ranges for all City of Livingston established positions.

### BACKGROUND:

The City Council approves all salary schedules which include classification titles and pay rates/ranges at the time a Memorandum of Understanding (MOU) for each bargaining unit is approved; when updates to the Employment and Benefit Policies for Unrepresented Employees are approved; or when specific wage and classification title adjustments are needed. Also, in order to confirm that the California Public Employees' Retirement System (CalPERS) will appropriately consider City of Livingston employee compensation earnable when calculating retirement benefits, the City of Livingston's Salary Schedule is required to be formally adopted by the City Council in a public meeting.

The City of Livingston's Salary Schedule will now reflect the implemented minimum wage increase effective January 1, 2020. Also, to stay competitive with surrounding agencies the Lifeguard classification has been adjusted to be paid at \$1.00 above minimum wage.

### DISCUSSION:

Senate Bill 3, approved by the governor on April 4, 2016, amended Section 1182.12 of the State of California relating to wages. Section 1182.12(b) of the Labor Code was amended to read:

*“(b) Notwithstanding subdivision (a), the minimum wage for all industries shall not be less than the amounts set forth in this subdivision, except when the scheduled increases in paragraphs (1) and (2) are temporarily suspended under subdivision (d).*

- (1) For any employer who employs 26 or more employees, the minimum wage shall be as follows:
- (A) From January 1, 2017, to December 31, 2017, inclusive,--ten dollars and fifty cents (\$10.50) per hour.
  - (B) From January 1, 2018, to December 31, 2018, inclusive,--eleven dollars (\$11) per hour.
  - (C) From January 1, 2019, to December 31, 2019, inclusive,--twelve dollars (\$12) per hour.
  - (D) From January 1, 2020, to December 31, 2020, inclusive,--thirteen dollars (\$13) per hour.
  - (E) From January 1, 2021, to December 31, 2021, inclusive,--fourteen dollars (\$14) per hour.
  - (F) From January 1, 2022, and until adjusted by subdivision (c)--fifteen dollars (\$15) per hour.”

Resolution No. 2020-\_\_\_, has been prepared to implement the minimum wage increase effective January 1, 2020 and to increase the Lifeguard classification to stay competitive within the surrounding agencies.

**FISCAL IMPACT:**

There is minimal fiscal impact associated with the adoption of the City of Livingston Master Employee Salary Schedule.

**ATTACHMENTS:**

1. Resolution No. 2020-\_\_\_
2. City of Livingston Master Employee Salary Schedule REVISED EXHIBIT "A"



**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
ADOPTING CITY OF LIVINGSTON MASTER EMPLOYEE SALARY  
SCHEDULE**

**WHEREAS**, the City Council approves and adopts the Master Salary Schedule and/or directs the City Manager to prepare and/or update said schedule to reflect City Council direction; and

**WHEREAS**, Senate Bill 3, approved by the Governor on April 4, 2016 amended Section 1182.12 of the State of California Labor Code relating to wages, specifically to increase the minimum wage for all industries to not be less than specified amounts to be increased from January 1, 2017, to January 1, 2022, inclusive, for employers employing 26 or more employees, except when the scheduled increases are temporarily suspended by the Governor, based on certain determinations; and

**WHEREAS**, the minimum wage rate effective January 1, 2020 increases from \$12.00 per hour to \$13.00 per hour. Proposed Salary Schedule increases applicable classifications to insure the hourly rate is equal to or greater than \$13.00 per hour.

**WHEREAS**, the salary adjustment be made for the classification of Lifeguard to stay competitive with the surrounding agencies.

**NOW, THEREFORE, BE IT RESOLVED:** That the City Council of the City of Livingston hereby adopt City of Livingston Employee Master Salary Schedule, **EXHIBIT "A"** attached hereto and made a part herein.

Passed and adopted this 21<sup>st</sup> day of January 2020, 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 21<sup>st</sup> day of January 2020.

\_\_\_\_\_  
City Clerk of the City of Livingston

**MASTER SALARY SCHEDULE**

Eff 01/01/2020  
EXHIBIT "A"

1/1/2020

CLASSIFICATION						Clerical Grp	G
	A	B	C	D	E	F	
Account Clerk	2,756	2,894	3,039	3,191	3,350	3,518	
Accountant	4,435	4,657	4,890	5,134	5,391		
Accounting Technician	3,275	3,439	3,611	3,791	3,981	4,180	
Administrative Analyst	3,892	4,087	4,291	4,506	4,731	4,968	
Administrative Assistant	3,357	3,525	3,701	3,886	4,080	4,284	
Administrative Services Manager	4,667	4,900	5,145	5,402	5,673		
Animal Control Officer	3,722	3,908	4,104	4,309	4,524		
Assistant Planner	3,691	3,876	4,070	4,272	4,487		
Building Official	3,262	3,425	3,597	3,776	3,965		
Chief of Police	9,808	10,299	10,814	11,354	11,922		
City Manager	15,010	15,761	16,549	17,376	18,245		
Communications/Records Manager	4,023	4,224	4,435	4,657	4,890		
Community Development Director	8,108	8,513	8,939	9,386	9,855		
Community Service Officer	3,105	3,260	3,423	3,594	3,774		
Corporal	5,377	5,646	5,928	6,224	6,536		
Corporal w/Degree	5,649	5,932	6,228	6,540	6,867		
Custodian	2,442	2,564	2,692	2,827	2,968		
Director of Finance/Assistant City Manager	8,886	9,330	9,797	10,286	10,801		
Dispatcher	3,132	3,289	3,454	3,626	3,808		
Executive Assistant to the City Manager	4,282	4,495	4,720	4,955	5,204		
Executive Assistant/Deputy City Clerk	4,481	4,705	4,941	5,188	5,447		
Human Resources Coordinator (Confidential)	4,707	4,942	5,189	5,449	5,721		
Lead Maintenance Worker, Lead Parks/Landscape Worker	3,367	3,535	3,712	3,898	4,093		
Maintenance Mechanic	3,717	3,903	4,098	4,303	4,518		
Maintenance Worker	2,978	3,127	3,283	3,447	3,619		
Office Assistant I	2,304	2,419	2,540	2,667	2,800	2,941	
Police Captain	9,202	9,662	10,145	10,652	11,185		
Police Commander	5,802	6,092	6,397	6,717	7,053		
Police Office Assistant II	2,798	2,937	3,084	3,239	3,401		
Police Officer	4,213	4,424	4,645	4,877	5,121		
Police Officer w/degree *	4,426	4,648	4,880	5,124	5,380		
Police Public Assistant	2,771	2,909	3,055	3,207	3,368		
Police Records Assistant	2,271	2,385	2,504	2,629	2,761		
Police Sergeant	6,863	7,206	7,566	7,945	8,342		
Police Sergeant w/degree *	7,210	7,571	7,949	8,346	8,764		
Public Services Officer	3,132	3,289	3,454	3,626	3,808		
Public Works Director	7,855	8,247	8,660	9,093	9,547		
Public Works Leadman	3,906	4,101	4,306	4,521	4,747		
Public Works Street Supervisor	4,371	4,589	4,819	5,060	5,312		
Public Works Superintendent	4,691	4,926	5,172	5,431	5,702		
Public Works Supervisor Water Division	4,576	4,805	5,045	5,297	5,562		
Recreation Coordinator	2,167	2,275	2,389	2,509	2,634		
Recreation Leader	2,080	2,184	2,293	2,408	2,528		
Recreation Specialist	2,755	2,893	3,038	3,189	3,350	3,518	
Recreation Superintendent	3,769	3,957	4,155	4,363	4,581		
Senior Account Clerk	3,196	3,356	3,524	3,700	3,885	4,079	
Sr. Accountant	6,992	7,341	7,708	8,094	8,498		
Sr. Administrative Analyst	4,297	4,511	4,737	4,974	5,223	5,484	
Sr. Administrative Analyst/Community Development	4,532	4,758	4,996	5,246	5,508	5,784	
Senior Office Assistant	2,400	2,520	2,646	2,779	2,918	3,063	
Sr. Maintenance Worker	3,367	3,535	3,712	3,898	4,093		
Senior Planner	5,483	5,757	6,045	6,347	6,664		
Street Sweeper Operator	3,204	3,365	3,533	3,709	3,895		
Utility Worker I	3,367	3,535	3,712	3,898	4,093		
Utility Worker II	3,717	3,903	4,098	4,303	4,518		
Water/Wastewater Operator I	4,519	4,745	4,982	5,231	5,492		
Water/Wastewater Operator II	5,124	5,380	5,649	5,932	6,229		
Water/Wastewater Operator III	5,738	6,025	6,326	6,643	6,975		
Water/Wastewater Manager	5,775	6,064	6,367	6,686	7,020		
<b>Transitional Phase for Water/Wastewater Operators</b>							
Operator in Training/Temporary	3713	3898	4093	4298	4512	4737	4981

**PART-TIME MASTER SALARY SCHEDULE**

<b>CLASSIFICATION</b>						
	<b>F</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
Administrative Analyst		18.82	19.76	20.75	21.79	22.88
Administrative Assistant		16.23	17.04	17.89	18.79	19.73
Custodian		13.03	13.68	14.37	15.08	15.84
Lifeguard		14.00	14.70	15.44	16.21	17.02
Maintenance Worker		15.88	16.67	17.51	18.38	19.30
Office Assistant I		13.00	13.65	14.33	15.05	15.80
Office Assistant II		13.00	13.65	14.33	15.05	15.80
Police Dispatcher		16.55	17.38	18.25	19.16	20.12
Police Records Assistant		13.00	13.65	14.33	15.05	15.80
Recreation Leader		13.00	13.65	14.33	15.05	15.80
Recreation Specialist		14.35	15.07	15.82	16.61	17.44
Sr. Administrative Analyst		20.78	21.82	22.91	24.06	25.26

# STAFF REPORT

**AGENDA ITEM:** Resolution Accepting Bid from Conco-West, Inc. for the Livingston Water System Improvements Project, State Project No. 2410004-003C

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Mario Gouveia, City Engineer

**REVIEWED BY:** José A. Ramírez, City Manager

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## **RECOMMENDATION:**

Staff recommends that the Council adopt Resolution No. 2020-\_\_\_, accepting the low bid from Conco-West, Inc. in the amount of \$2,820,040.00 for the Livingston Water System Improvements Project, State Project No. 2410004-003C and authorizing the City Manager to sign the agreement on behalf of the City of Livingston.

## **BACKGROUND:**

The major work consists of furnishing and installing approximately 3,040 linear feet of 12-inch waterline between Well No. 14 and Well No.16, site yard piping, expanding the existing arsenic removal treatment facilities and constructing a new backwash tank, installing Owner-furnished GAC filtration vessels and components for a centralized TCP treatment system, constructing chemical building expansion, refurbishing an existing well pump, and other site and miscellaneous work at Well No. 16.

The project was advertised on November 1, 2019 and bids were opened December 17, 2019.

## **DISCUSSION:**

The City received 4 bids that were opened and read aloud at 2:00 p.m. on December 17, 2019, this being the advertised bid opening date and time. The low bid was submitted by Conco-West, Inc. in the amount of \$2,820,040.00. The Bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Conco-West, Inc.	\$2,820,040.00
RTC Construction Mgmt. dba R.L.	
Friend Construction	\$2,968,716.00
W. M. Lyles Co.	\$3,066,970.00
Syblon Reid	\$3,519,320.00
Engineer's Estimate	\$3,359,195.00

## **FISCAL IMPACT:**

Construction of the project will be covered by a State Water Resources Control Board Construction Installment Sale Agreement.

**ATTACHMENTS:**

1. Resolution No. 2020-
2. Abstract of Bids

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
ACCEPTING BID AND AWARDING CONTRACT TO CONCO-WEST, INC. FOR THE CITY  
OF LIVINGSTON WATER SYSTEM IMPROVEMENTS PROJECT,  
STATE PROJECT NO. 2410004-003C**

**WHEREAS**, the Invitation to Bid for the LIVINGSTON WATER SYSTEM IMPROVEMENTS PROJECT NO. 2410004-003C in the City of Livingston was listed in the Merced Sunstar on November 01, 2019; and

**WHEREAS**, the project will consist of furnishing and installing approximately 3,040 linear feet of 12-inch waterline between Well No. 14 and Well No.16, site yard piping, expanding the existing arsenic removal treatment facilities and constructing a new backwash tank, installing Owner-furnished GAC filtration vessels and components for a centralized TCP treatment system, constructing chemical building expansion, refurbishing an existing well pump, and other site and miscellaneous work at Well No. 16 in the City of Livingston; and

**WHEREAS**, the following bids for the project were publicly opened and read aloud at the Livingston City Hall on December 17, 2019 at 2:00 p.m.

<u>Contractor</u>	<u>Total Bid</u>
Conco-West, Inc.	\$2,820,040.00
RTC Construction Management, Inc. dba R.L. Friend Construction	\$2,968,716.00
W. M. Lyles Co.	\$3,066,970.00
Syblon Reid	\$3,519,320.00

**WHEREAS**, the City Engineer's Estimate was \$3,359,195.00.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVINGSTON RESOLVES** upon the recommendation of the City Engineer that the LIVINGSTON WATER SYSTEM IMPROVEMENTS PROJECT, STATE PROJECT NO. 2410004-003C be awarded to: CONCO-WEST, INC. in the amount of Two Million, Eight Hundred Twenty Thousand Forty Dollars and no cents (\$2,820,040.00).

**BE IT FURTHER RESOLVED**, that the City Manager is authorized to execute an agreement on behalf of the City awarding the project, in a form approved by the City Attorney.

Passed and adopted this 21<sup>st</sup> day of January, 2020, by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

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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 21<sup>st</sup> day of January, 2020.

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Monica Cisneros, Deputy City Clerk  
of the City of Livingston

**ABSTRACT OF BIDS FOR  
CITY OF LIVINGSTON  
Livingston Water System Improvements Project No. 240004-003C  
Bid Opening: December 17, 2019 @ 2:00 p.m.**

Item No.	Item Description	Quantity and Unit	Engineer's Estimate		Conco-West, Inc. 322 E. Wetmore Street Manteca, CA 95337		RTC Construction Mgmt., Inc. dba R.L. Friend Construction 731 E. Yosemite Ave. B127 Merced, CA 95340		W.M. Lyles Co. 1210 W. Olive Ave. Fresno, CA 93728		Syblon Reid 1130 Sibley Street Folsom, CA 95630	
			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	Mobilization, Demobilization, Bonds and Insurance	1 LS	100,000.00	100,000.00	100,000.00	98,051.00	98,051.00	82,880.00	82,880.00	100,000.00	100,000.00	
1	Insurance	1 LS	10,000.00	10,000.00	4,000.00	7,889.00	7,889.00	5,530.00	5,530.00	10,000.00	10,000.00	
2	Traffic Control Plan	3,040 LF	140.00	425,600.00	96.00	291,840.00	68.00	206,720.00	109.00	331,360.00	133.00	404,320.00
3	Furnish and Install 12-Inch Waterline	7 EA	3,500.00	24,500.00	4,600.00	32,200.00	3,630.00	25,410.00	6,520.00	45,640.00	4,000.00	28,000.00
4	Furnish and Install 12-Inch Water Valve	1 EA	10,000.00	10,000.00	13,000.00	13,000.00	13,811.00	13,811.00	6,640.00	6,640.00	9,000.00	9,000.00
5	Hot Taps	1 LS	75,000.00	75,000.00	31,000.00	44,207.00	54,207.00	54,207.00	56,270.00	56,270.00	85,000.00	85,000.00
6	Demolition	1 LS	80,000.00	80,000.00	120,000.00	64,962.00	64,962.00	64,962.00	137,510.00	137,510.00	116,000.00	116,000.00
7	Site Grading and Paving	1 LS	185,000.00	185,000.00	438,000.00	432,771.00	432,771.00	432,771.00	550,670.00	550,670.00	480,000.00	480,000.00
8	Miscellaneous Yard Piping	1 LS	25,000.00	25,000.00	22,000.00	39,556.00	39,556.00	39,556.00	56,360.00	56,360.00	20,000.00	20,000.00
9	Drainage Facilities	1 LS	75,000.00	75,000.00	34,000.00	40,196.00	40,196.00	40,196.00	38,940.00	38,940.00	40,000.00	40,000.00
10	Well Pump Refurbishment	1 LS	509,095.00	509,095.00	589,000.00	627,512.00	627,512.00	627,512.00	933,700.00	933,700.00	987,000.00	987,000.00
11	Well No. 16 Arsenic Removal System	1 LS	950,000.00	950,000.00	680,000.00	555,184.00	555,184.00	555,184.00	304,630.00	304,630.00	570,000.00	570,000.00
12	Centralized TCP Removal System	1 LS	50,000.00	50,000.00	64,000.00	221,801.00	221,801.00	221,801.00	44,420.00	44,420.00	125,000.00	125,000.00
13	Chemical Feed System	1 LS	250,000.00	250,000.00	130,000.00	203,360.00	203,360.00	203,360.00	245,620.00	245,620.00	200,000.00	200,000.00
14	Well Building Improvements	1 LS	40,000.00	40,000.00	38,000.00	98,835.00	98,835.00	98,835.00	58,930.00	58,930.00	70,000.00	70,000.00
15	Perimeter Wall, Gate, and Driveway	1 LS	450,000.00	450,000.00	227,000.00	238,323.00	238,323.00	238,323.00	160,210.00	160,210.00	250,000.00	250,000.00
16	Electrical and Instrumentation	1 LS	100,000.00	100,000.00	6,000.00	40,128.00	40,128.00	40,128.00	7,660.00	7,660.00	25,000.00	25,000.00
17	Startup and Training	1 LS										
<b>BID TOTAL</b>				<b>\$3,359,195.00</b>		<b>\$2,820,040.00</b>		<b>\$2,968,716.00</b>		<b>\$3,066,970.00</b>		<b>\$3,519,320.00</b>

**Subcontractors Listed:**

Ransome Company	Romero Concrete	AC Electric	CST Industries	CST Industries
Don Lawley	Jonathan Sterling Svcs	CST Industries	Cal Valley Construction	All Steel Fence, Inc.
James Long Construction	John D. Wait Masonry, Inc.	Cal Valley Construction	Mason Painting	Mason Painting
Mason Painting	CST Industries	Zim Industries	Kirby's Pump Mech., Inc.	James Long Construction
Pacific Steel	Wm B Saleh Co.	Wm B Saleh Co.	James Long Construction	Pacific Steel
Zim Industries	All Steel Fence, Inc.	Stoney Masonry	John D. Wait Masonry, Inc.	John D. Wait Masonry, Inc.
CST Industries	Anderson Pump Co. Inc.	Union Fence	Machado & Sons Construction	Amerine Systems Inc.
Stockton Fence		Four C's Construction		
Bocknon & Woody		Pacific Steel		
DA Wood Construction				
Ahrenholtz Masonry				



## STAFF REPORT

**AGENDA ITEM:** Resolution Authorizing Submittal of 2019 CalHome Application

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Jose Antonio Ramirez, City Manager

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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### **RECOMMENDATION**

1. Adopt Resolution No. \_\_\_\_ authorizing the submittal of a 2019 grant application to the California Department of Housing and Community Development for funding under the CalHome Program, and if selected, the execution of a standard agreement and required program documents.

2. Authorize the City Manager to enter into a contract with Self-Help Enterprises to write the application, and if funded, to administer and implement the CalHome programs, in a form approved by the City Attorney.

### **BACKGROUND:**

A resolution of application is attached for your consideration which allows submittal of an application for up to \$600,000 in grant funding for the implementation of a First-Time Homebuyer Mortgage Assistance Program and an Owner-Occupied Rehabilitation Assistance Program within the city limits of the City of Livingston. The application is in response to the 2019 CalHome Program Notice of Funding Availability (NOFA) first issued on November 27, 2019, and amended on December 23, 2019, with an extended application deadline of February 17, 2020.

The Mortgage Assistance Program involves permanent gap financing in the form of a deferred payment loan to income eligible borrowers to account for remaining homebuyer costs after securing a primary mortgage. This gap financing may help borrowers purchase single-family residential units with or without accessory dwelling units (ADUs) or junior accessory dwelling units (JADUs). The maximum loan amount will be 40 percent of a borrower's purchase price for a property, up to a maximum of \$100,000.

The Rehabilitation Program offers income eligible persons financing, also in the form of a deferred payment loan, to accomplish any of the following: the repair, rehabilitation, or reconstruction of single-family residential units; the construction, reconstruction, repair, or rehabilitation of an ADU or JADU; and, the repair or replacement of a manufactured home. Under the rehabilitation assistance program the maximum loan amounts vary. For the rehabilitation of single-family residential units, the maximum loan amount will be \$75,000, except if a home is in need of reconstruction, the maximum loan amount is \$125,000. And for ADU construction, the maximum per-unit loan amount is \$100,000.

The resolution authorizes the City Manager, or his designee(s), to sign the application, the Standard Agreement, and any subsequent amendments or modification thereto, as well as any other documents required by HCD for participation in the CalHome Program.

The application will be written and administered by Self-Help Enterprises, if funded.

**FISCAL IMPACT:**

Self-Help Enterprises (SHE) fee to write and submit the grant application is \$2,500. If the CalHome application is successful, the activity delivery costs will be fully funded by the grant. However, grant administration is not covered by the grant. SHE will charge the City \$5,000 to administer the grant spread out through a period of three (3) years. Grant application submittal and administration costs will be paid for by the Home Program Income (Fund 1214). If the grant is approved, Finance will make the necessary budget adjustments to account for these transactions.

**ATTACHMENTS:**

1. Resolution No. 2020-
2. Agreement for Services

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF LIVINGSTON, CALIFORNIA,  
AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE CALIFORNIA  
STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING  
UNDER THE CALHOME PROGRAM AND EXECUTION OF A STANDARD AGREEMENT IF  
SELECTED FOR SUCH FUNDING AND EXECUTION OF REQUIRED PROGRAM  
DOCUMENTS**

**WHEREAS**, The City of Livingston, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

**WHEREAS**, The California Department of Housing and Community Development (hereinafter referred to as "HCD") has issued a Notice of Funding Availability ("NOFA") on November 27<sup>th</sup>, 2019, and has issued an amended NOFA on December 23, 2019, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"). Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

**WHEREAS**, The City of Livingston wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$600,000.

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

1. Approves the submittal to HCD an application to participate in the CalHome Program in response to the amended NOFA issued on December 23, 2019 which will request a funding allocation of \$600,000 for the following activities:
  - Owner-Occupied Rehabilitation Program to be located within the city limits of the City of Livingston. This includes financial assistance to income eligible participants for the repair, rehabilitation, or reconstruction of single-family residential units, the construction, reconstruction, repair, or rehabilitation of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU), and the repair or replacement of a manufactured home.
  - First-Time Homebuyer Mortgage Assistance Program to be located within the city limits of the City of Livingston. This involves loans, only used as gap financing, to income eligible households for the purchase of single-family residential units, including the purchase of homes with ADUs or JADUs.
2. Agrees if the application for funding is approved, the City of Livingston will use the CalHome funds for eligible activities in the manner presented in its application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. The City of Livingston acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.
3. Authorizes the City Manager or his designee(s) to execute in the name of the City of Livingston, and any subsequent amendments or modifications thereto, as well as any other

documents required by HCD for participation in the CalHome Program, and any amendments thereto.

Passed and adopted on this 21<sup>st</sup> of January 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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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 21<sup>st</sup> day of January 2020.

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Antonio Silva, City Clerk  
of the City of Livingston

City of Livingston  
2019 CalHome Program Implementation  
AGREEMENT FOR SERVICES  
with Self-Help Enterprises

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Livingston, a political subdivision of the State of California, hereinafter referred to as "CITY," and Self-Help Enterprises, a California nonprofit corporation, hereinafter referred to as "SHE," as follows:

WHEREAS, CITY has been awarded a \$600,000 grant from the State of California Department of Housing and Community Development, hereinafter called "HCD," to assist low income persons to rehabilitate homes, said grant being a CalHome Program grant, hereinafter referred to as "PROJECT"; and

WHEREAS, SHE was incorporated for the purpose of promoting better living conditions for low income persons through the development of new housing and related community facilities and through the purchase and/or repair and rehabilitation of existing housing; and

WHEREAS, SHE has the expertise and staff to administer CalHome programs; and

WHEREAS, SHE did meet the requirements as outlined by CITY procurement requirements, and was selected to be the contractor by CITY for the PROJECT.

THEREFORE, it is agreed as follows:

1. SHE RESPONSIBILITY – HOUSING ACTIVITY IMPLEMENTATION: SHE shall assist households/housing units in PROJECT area in accordance with PROJECT guidelines and goals, as adopted by CITY, through the following activities:

a. Applicant Selection:

- (1) Provide outreach services to ensure community awareness and encourage participation of eligible applicants;
- (2) Determine eligibility of applicants; and
- (3) Provide homebuyer education for qualified applicants in accordance with PROJECT guidelines.

b. Loan/Grant Packaging:

- (1) Review loan and/or grant applications as submitted;
- (2) Submit property to Certified Housing Inspector or Rehabilitation Specialist for inspection, as needed. Inspect the prospective units and determine eligibility and acceptability of properties selected by applicants;
- (3) Prepare loan and/or grant documents on qualified applicants;
- (4) Submit completed loan and/or grant document package to CITY for approval in conformance with PROJECT guidelines;
- (5) Prepare all loan closing documents and ensure proper closing; and

- (6) Transfer original participant files to CITY, or contracted loan portfolio manager, upon completion and closeout of each loan and/or grant package.

c. Construction Monitoring:

- (1) Inspect applicants' homes, recommend type of work to be performed, and prepare work write-ups and necessary plans to accomplish that work;
- (2) Assist owners to obtain bids from, and select, qualified contractors to perform CITY-authorized rehabilitation work;
- (3) Monitor the work of authorized contractors and subcontractors and verify completion of work prior to payment; and
- (4) Assist owners to secure labor and material repairs from contractor responsible for construction defects for one year from date of recorded Notice of Completion.

d. Administration:

- (1) Provide CITY with necessary technical assistance in the implementation and administration of Grant Agreement;
- (2) Provide monthly reports of progress and performance of PROJECT to CITY;
- (3) Prepare and submit to CITY reports necessary to comply with HCD requirements;
- (4) Prepare and submit program amendments as needed;
- (5) Prepare and retain all pertinent records and documents sufficient to reflect all charges submitted by SHE under the terms of this Agreement. Retain such records and documents for a period of four (4) years after completion of the final PROJECT audit by CITY.

2. CITY RESPONSIBILITY: CITY shall be responsible to:

- a. Review and approve loan document packages for applicants who are determined by SHE to be qualified for rehabilitation services in accordance with PROJECT guidelines in effect at the time of document approval;
- b. Service loans upon completion of rehabilitation work;
- c. Verify all records and documents, and monitor and evaluate the activities of SHE to ensure compliance with the terms of this Agreement.

3. COMPENSATION:

- a. CITY shall pay to SHE a sum not to exceed \$7,500 for General Administration services from City Funds.
- b. Loans and Activity Delivery: The total amount of loans and staff Activity Delivery charges are estimated not to exceed the allowable percentage of activity delivery available (10% for Mortgage Assistance and 20% for Rehabilitation). Any additional funds made available to the Project shall be expended for housing rehabilitation activities, including activity delivery and loans to participants.

Activity Delivery charges shall be considered compensation to SHE. Loan funds shall be disbursed by SHE on behalf of the CITY and are not considered compensation to SHE.

4. METHOD OF PAYMENT: CITY shall pay SHE for services rendered under this Agreement, upon receipt of invoices from SHE and funds from HCD, as follows:
  - a. Charges for General Administration – City Funds will be billed on a flat-rate basis, prorated over the term of this Agreement.
  - b. Charges for staff services for Activity Delivery – CalHOME will be billed on the basis of flat-rate fees for loan processing, underwriting, document preparation, loan servicing, notary service, project bidding, contractor selection and project closeout; and variable fees based on a percentage of the loan amount for loan origination, scope of work inspection, work write-up and specs, progress inspections, construction monitoring and construction payouts. Total fees attributable to each participant loan will be applied at loan approval of each said loan. (See Exhibit B).
  - c. CITY shall make payment to SHE within fifteen (15) days after receipt of invoice.
  
5. INSPECTION AND AUDIT:
  - a. CITY may inspect all applicable records and may cause to be audited invoices and supporting data relative to funds paid by CITY to SHE.
  - b. Representatives of CITY and HCD shall have the right to examine and inspect rehabilitation work performed pursuant to this Agreement. CITY, HCD, the Bureau of State Audits, and/or their representatives shall have the right, upon reasonable notice, to monitor, audit or otherwise examine books, records, accounts, documents and all other materials relevant to the services performed under this Agreement for a period of three (3) years after completion of final PROJECT audit.
  
6. INSURANCE AND HOLD HARMLESS:
  - a. SHE shall carry workers compensation, unemployment and disability insurance as prescribed by law. SHE will indemnify CITY, its officials and employees against and hold them harmless from any and all liability for damages on account of injury to persons or damage to property resulting from or arising out of the performance by SHE of this Agreement and reimburse CITY, its officials and employees for all costs, expenses and losses incurred by them in consequence of any claims, demands or causes of action which may be brought against them arising out of the performance by SHE of this Agreement. Before any work commences, SHE shall furnish CITY with a Certificate of Insurance with combined single limits of at least \$1,000,000 for bodily injuries and property damages on each occurrence. The Certificate of Insurance shall state that the contractual liability assumed under this Agreement is covered and shall provide that ten (10) days notice shall be given to CITY of cancellation or reduction in coverage.
  - b. To the extent permitted by law, CITY shall defend, indemnify, and hold harmless SHE, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs including litigation costs and attorney's fees arising out of or resulting from the active negligence or

wrongful acts of CITY, its officers, or employees, arising out of CITY's performance of this Agreement.

7. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: SHE shall comply with, and require contractors and subcontractors to comply with the following:
- a. All laws applicable to the CalHome Program including those of the State of California, all federal laws, all local rules or ordinances, all requirements of the CalHome Program including the statutes, rules, guidelines and duly adopted policies and procedures of the State pertaining thereto. See Exhibit A, State Contract Overlay Requirements, attached;
  - b. All applicable laws, ordinances and codes of CITY and the State of California governing the rehabilitation of dwellings, including all required notices, building, plumbing, mechanical, electrical, sewer, water, and other permits; provided, however, that neither SHE nor engaged contractors and subcontractors shall be held responsible for preexisting violations of any law including, but not restricted to, zoning or building codes or regulations.

8. FORCE MAJEURE

Neither CITY nor SHE shall be deemed to be in default if performance of the improvements required by this contract is delayed or becomes impossible because of any act of God, war, earthquake, fire, civil commotion, epidemic, act of government, its agencies or officers, court order, or any other legitimate cause beyond the control of the party and not caused by the negligent, unreasonable or intentional acts of the party.

9. TERM OF CONTRACT:

- a. This Agreement shall take effect when it has been signed by both parties and shall expire on the expiration date of the PROJECT, or the latest amendment thereto.
- b. Funding of any programs, projects or services beyond the term of this Agreement, by any new contract or amendment or extension of this Agreement, have not been authorized and will depend upon the satisfactory performance of this Agreement by SHE and upon the availability to CITY of additional grant funds allocated for such purposes; and neither CITY nor any employee of CITY has made any promise or commitment, expressed or implied, that any additional funds will be paid or made available to SHE for the purpose of this Agreement over and above the funds expressly allocated under the terms of this Agreement.
- c. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, successors, survivors, and assigns.

10. TERMINATION:

- a. This Agreement may be terminated by either party by giving thirty (30) days prior written notice to the other. Any funds advanced by CITY to SHE and not expended by SHE shall be returned to CITY within thirty (30) days after termination. Any funds due SHE will be forwarded by CITY to SHE. CITY expressly reserves the right to demand of and take action to collect from SHE the



repayment to CITY of any funds disbursed to SHE under this Agreement, which in the judgment of CITY were not expended in accordance with the terms of this Agreement. SHE agrees to promptly refund any such funds upon demand.

- b. CITY may terminate this Agreement at any time if it determines that one or more of the following conditions exist:
- (1) An illegal or improper use of funds by SHE;
  - (2) SHE fails to comply with any term or condition of this Agreement;
  - (3) SHE improperly performs any of the services to be performed pursuant to this Agreement.

Upon receipt of notice from CITY that one or more of the above conditions exist, SHE shall prepare and submit to CITY within thirty (30) days a proposal for the correction of such conditions. If SHE fails to submit such a proposal or otherwise fails to properly perform this Agreement after notification as hereinabove set forth, CITY may serve SHE with written notice of the termination of this Agreement. In the event of such termination, CITY shall be liable only for allowable services rendered prior to such termination, but CITY shall not be liable for any services that are not performed in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the day and in the year first set forth above.

CITY OF LIVINGSTON

SELF-HELP ENTERPRISES

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Jose Ramirez, City Manager

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President and CEO

# STAFF REPORT

**AGENDA ITEM:** Resolution Approving the Cannabis Operating Agreement template.

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Randy Hatch, Contract City Planner

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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## RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2020-\_\_\_\_, approving the Livingston Cannabis Operating Agreement as a template for City use in the regulation of cannabis businesses.

## BACKGROUND:

The Medical Cannabis Regulation and Safety Act (“MCRSA”) was signed into law in October 2015. The MCRSA was composed of three bills. AB 266 established a dual-licensing structure requiring a state license and a local license or permit. AB 243 established a regulatory and licensing structure for cultivation sites under the Department of Food and Agriculture. SB 643 established criteria for licensing of medical cannabis businesses, regulated physicians and recognized local authority to levy taxes and fees.

On November 8, 2016, the voters of the State of California approved Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act (“AUMA”), which decriminalized the adult use of cannabis for non-medical purposes and established a regulatory scheme at the state level.

On June 27, 2017, the passage and signing of Senate Bill 94, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), established a comprehensive system to control and regulate the cultivation, distribution, transportation, storage, manufacturing, processing, and sale of cannabis.

On December 19, 2017, the City adopted Ordinance 632, which amended the Livingston Municipal Code to permit limited commercial cannabis activities within the City (the “Ordinance”).

On March 20, 2018, the City Council passed Resolution 2018-11, which established commercial cannabis application fees and Annual Regulatory Permit fees and amended the City’s master fee schedule.

## DISCUSSION:

One of the final steps in the process to establish the City’s cannabis regulations and procedures is to enact a model or template for a cannabis Operating Agreement. Adopting the Agreement with its associated Infrastructure and Service Impact Fee schedule will cover costs to the City to regulate cultivation, manufacturing, distribution and testing uses in the City. The fees will be used to reimburse City departments for reasonable direct and indirect labor, contracted services, supplies, infrastructure impacts

and other incidental costs attributable to having cannabis businesses operating within the City. City staff and the City Attorney's office, along with brief review and comment from the City's retained cannabis consultant (SCI Consulting Group), developed the attached Operating Agreement template. All cannabis businesses operating within the City will be required to enter into this Agreement. The Infrastructure and Service Impact Fee will be accessed quarterly based upon the Fee schedule contained within the attached Agreement.

**FISCAL IMPACT:**

There is no current fiscal impact associated with the adoption of the City of Livingston Cannabis Operating Agreement template. The approval of the Cannabis Operating Agreement template would allow the City to recover costs associated with administering the Commercial Cannabis Program.

**ATTACHMENTS:**

1. Resolution 2020-\_\_\_\_  
Exhibit "A" – Operating Agreement Template

**RESOLUTION 2020-**

**RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF LIVINGSTON  
APPROVING THE CANNABIS OPERATING AGREEMENT TEMPLATE**

**WHEREAS**, the City Council of the City of Livingston on December 19, 2017, adopted Ordinance 632 which allows Limited Commercial Cannabis Activities, prohibits Personal Outdoor Cultivation of Cannabis, and allows Indoor Personal Cultivation of up to six cannabis plants by Qualified Adults in the City of Livingston; and

**WHEREAS**, on March 20, 2018, the City Council passed Resolution 2018-11, which approved commercial cannabis permit application fees and amended the City’s master fee schedule; and

**WHEREAS**, after reviewing the estimated time and costs of City staff, including potential consultants, to process Commercial Cannabis Permit applications and to conduct enforcement and monitoring inspections of Commercial Cannabis Permit holders in the City of Livingston at appropriate intervals, the City Council adopted Resolution 2018-69, reconfirming application and appeal fees and establishing annual regulatory permit fees; and

**WHEREAS**, Ordinance 632 establishes the requirement that all businesses holding a cannabis permit shall enter into an Operating Agreement with the City with its associated infrastructure and service impact fee schedule to cover costs to the City to regulate cultivation, manufacturing, distribution, and testing uses in the City and such fees will be used to reimburse City departments for reasonable direct and indirect labor, contracted services, supplies, infrastructure impacts, and other incidental costs attributable to having cannabis businesses operating within the City.

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

1. The foregoing recitals are true and correct, and incorporated herein by reference.
2. The Cannabis Operating Agreement template attached hereto as Exhibit “A” is hereby approved and will be applied to all cannabis businesses, as appropriate.

Passed and adopted this 21<sup>st</sup> day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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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 21<sup>st</sup> day of January, 2020.

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Antonio Silva, City Clerk  
of the City of Livingston

**EXHIBIT “A”**

**OPERATING AGREEMENT**

This Operating Agreement (“Agreement”) is made and entered into between the **CITY OF LIVINGSTON**, a municipal corporation (“City”), and **[Applicant]**, a California [Insert business type] (“Licensee”). City and Licensee are hereinafter collectively referred to as the “Parties” and singularly as “Party.”

**RECITALS**

A. On December 19, 2017, City adopted Ordinance No. 632, which amended the Livingston Municipal Code (“LMC”) to permit limited commercial cannabis activities.

B. On [Insert date], the Livingston City Council granted a Commercial Cannabis Permit to Licensee (“Permit”), to operate a [Insert cannabis business type/description] (“Business”) which will be located at [Insert business address].

C. A requirement of the Commercial Cannabis Permit stipulated in LMC 5-5-14(H), and as a prerequisite to beginning commercial operations in City, Licensee is required to enter into an Operating Agreement with City.

D. [Insert additional recitals as necessary]

**DEFINITIONS**

1. **Definitions.** In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

1.1 “Agreement” means this Operating Agreement, inclusive of all Exhibits attached hereto.

1.2 “Business” means the commercial cannabis business that is the subject of this Agreement.

1.3 “City” means the City of Livingston, including its agents, officers, employees, consultants, representatives, and elected and appointed officials.

1.4 “City Manager” means the City Manager of the City of Livingston, or his or her designee.

1.5 “Commercial Cannabis Permit” means a Commercial Cannabis Permit issued by City in accordance with Title 5 of the Livingston Municipal Code.

1.6 “Fees” means all charges, expenses, costs, monetary exactions and any other monetary obligations imposed on Licensee by City, other than assessments, or regular or special taxes.

1.7 “Law” means ordinances, statutes, rules, regulations, or any order, decree, or directive of any court or any local, regional, State, or federal government agency, unless the context suggests a different meaning.

1.8 “Licensee” means [Insert business name].

1.9 “Municipal Code” means the Municipal Code of the City of Livingston.

1.10 “Operations” means the operating of the Business upon receiving all necessary licenses, permits, and approvals.

1.11 “State” means the State of California.

1.12 “Term” means the term of the Agreement set forth in Section 3.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants and obligations set forth herein, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### **1. Incorporation of Recitals.**

The recitals and defined terms set forth above are hereby incorporated into this Agreement.

### **2. Business Description.**

Licensee’s business consists of [Insert description of business and description of property/location].

### **3. Effective Date and Term.**

This Agreement is for an initial term of [Insert term length], commencing on [Insert commencement date], and expiring on [Insert expiration date].

### **4. Termination.**

**4.1 By Mutual Consent.** This Agreement may be terminated in whole or in part by the mutual written consent of all the Parties.

**4.2 Failure to Obtain or Maintain Required State or Local Licenses.** If Licensee fails to obtain or maintain in effect all State and City licenses required for the Business, City may immediately terminate this Agreement.

4.3 **State or Federal Action.** In the event that State law permitting the use for which the Commercial Cannabis Permit was issued is amended or repealed resulting in the prohibition of such use, either Party may terminate this Agreement.

4.4 **Surrender or Revocation of Commercial Cannabis Permit.** If Licensee voluntarily surrenders their Permit, or if their Permit is revoked by City, Licensee shall immediately cease all operations at the Business, and this Agreement shall terminate automatically, without further action required by either Party.

4.5 Upon termination of this Agreement, Licensee shall remit all fees due as of that date. Infrastructure and Service Impact Fees will be prorated on a per-day basis.

4.6 **Effect of Termination of Agreement on Commercial Cannabis Permit.** Licensee agrees that termination of this Agreement in accordance with this Section, shall also result in the automatic termination of the Licensee's Commercial Cannabis Permit.

## 5. **Applicable Laws and Regulations.**

5.1 **General.** Licensee shall at all times comply fully with all current and future State and City laws and regulations applicable to Licensee's Business, and shall ensure such compliance by all of Licensee's employees, contractors, vendors, and members of the public invited or allowed access to the Business.

5.2 **State License.** Licensee shall promptly apply for and obtain all State licenses required for the Business's operations. Failure to obtain and maintain required State licenses during the term of this Agreement shall constitute a default under this Agreement and shall be grounds for termination.

## 6. **Fees, Costs and Reimbursements.**

6.1 **Processing Fees and Charges.** Licensee shall pay City, processing, inspection, plan checking, permit, and monitoring fees and charges required by City for processing Licensee's applications and requests for permits, inspections, approvals and actions, and monitoring compliance with any permits issued or approvals granted, or the performance of any conditions.

6.2 **Infrastructure and Service Impact Fee.** Licensee agrees to pay the following Infrastructure and Service Impact fee ("Infrastructure Fee") schedule to mitigate the impacts of the Business on City's infrastructure and services. The impacts that this Fee addresses include effects to traffic, water, sewer, storm drainage, police, and fire. These impacts increase with the size of the business with the size of the business correlated with the gross receipts of that business.



<b>Payment Date:</b>	<b>Gross Receipts for Period:</b>	<b>Infrastructure Fee:</b>
First business day of fourth month of Business's operations (Quarter 1 payment)	\$0 - \$50,000	\$2,000
	\$50,001 - \$125,000	\$6,250
	\$125,001 - \$200,000	\$8,000
	\$200,001 - \$350,000	\$14,000
	\$350,001 - \$650,000	\$26,000
	\$650,001 - \$1,000,000	\$40,000
	\$1,000,001 and above	\$75,000
First business day of seventh month of Business's operations (Quarter 2 payment)	[same as above]	[same as above]
First business day of tenth month of Business's operations (Quarter 3 payment)	[same as above]	[same as above]
First business day of thirteenth month of Business's operations (Quarter 4 payment)	[same as above]	[same as above]

**6.3 Reporting of Gross Receipts.** No later than the last business day of each subsequent quarter during the Term of this Agreement, Licensee shall deliver to City a report showing the Business's gross receipts from Operations for the immediate prior quarter, and a cumulative total of all amounts of gross receipts received by the Business for the calendar year ("Quarterly Report").

**6.4 Statements of Receipts.** Licensee shall keep complete, accurate and appropriate books and records of all receipts from the Business's Operations in accordance with generally accepted accounting principles ("Books and Records"). Books and Records, as well as all other relevant documents as City reasonably requires, shall, upon reasonable written notice, be open for inspection by City, its auditors, or other authorized representatives. If at any time during the Agreement, such Books and Records are deemed inadequate in the reasonable judgment of City, Licensee shall, upon the written notice of City, be given a one quarter period (three months) to cure such inadequacies. If, in the reasonable judgment of the City, Licensee has not cured the Books and Records inadequacies, City shall consider Licensee to be in default of this Agreement, and may choose to terminate this Agreement.

**6.5 Audit of Receipts.** City shall have the right to audit and examine Licensee's Books and Records, and other relevant documents and items in Licensee's possession ("Audit

Items”), but only to the extent necessary for a proper determination of gross receipts from operations. Upon written request by City, Licensee shall make all Audit Items available to the City within thirty (30) days of City’s request.

**6.6 Retention of Receipts.** Licensee shall preserve Audit Items in the City for a period of at least five (5) years.

**6.7 Copies of Tax Filings.** Licensee shall provide City with copies of any reports and tax filings Licensee is required to provide to the County of Merced, the State, and the federal government.

**6.8 Future Revenue Mechanisms.** During the term of this Agreement, if the City imposes an alternative revenue mechanism specifically related to Permit holders, Licensee agrees to pay the City the greater of, the payment required under such alternative revenue mechanism, or the payment required by this Agreement. Payments that are not specific to Permit holders (e.g. apply to both cannabis and non-cannabis businesses), shall be in addition to, and not in lieu of, payments required by this Agreement.

## **7. Defaults.**

Notwithstanding other provisions of this Agreement, any failure by either party to perform any term or provision of this Agreement, which failure continues uncured for a period of thirty (30) days following written notice of such failure from the other party (“the Complaining Party”) (unless such period is extended by mutual written consent), shall constitute a default under this Agreement. The Complaining Party’s notice (“Default Notice”) shall specify the nature of the alleged failure, and may specify the manner in which the failure satisfactorily may be cured by the other party (“the Defaulting Party”). If the nature of the alleged failure is such, that it cannot reasonably be cured within such thirty (30) day period, then no fault shall be deemed to have occurred if: (a) the cure shall be commenced at the earliest practicable date following receipt of the Default Notice; (b) the cure is diligently prosecuted to completion at all times thereafter; (c) at the earliest practicable date (if no event later than thirty (30) days after the Defaulting Party’s receipt of the Default Notice), the Defaulting Party provides written notice to the Complaining Party that the cure cannot practicably be completed within such thirty (30) day period; and (d) the cure is completed at the earliest practicable date. In no event shall Complaining Party be precluded from exercising remedies if a default is not cured within one hundred twenty (120) days after the Notice of Default is given. Upon the occurrence of a default under this Agreement, the Complaining Party may institute legal proceedings to enforce the terms of this Agreement or, in the event of a material default, terminate this Agreement. If the default is cured consistent with this Section, then no default shall exist and the Complaining Party shall take no further action.

**7.1 Waiver of Damages.** Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that the City would not have entered into this Agreement had it been exposed to liability for damages from Licensee, and therefore, Licensee hereby waives all claims for damages against the City for breach of this Agreement.

**8. Indemnity.**

Developer shall indemnify, defend, and hold harmless to the fullest extent permitted by law, City and its officers, officials, employees, consultants, attorneys, and volunteers (“Indemnitees”) from and against any and all claims, liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with the Business, this Agreement, or the Business’s property (including any challenge to the validity of any provision of this Agreement or the Permit approvals, or Licensee’s failure to comply with any of its obligations under this Agreement, or Licensee’s failure to comply with any current or prospective law); provided, however, that Licensee shall have no obligations under this Section for such loss or damage which was caused by the sole negligence or willful misconduct of the City. This indemnification obligation shall survive this Agreement and shall not be limited by any insurance policy, whether required by this Agreement or otherwise.

**9. Liability.**

City shall not assume liability or responsibility for any conditions related to the construction or use of the Business that may be in violation of local and/or state health and building codes (“Conditions”). City shall not assume responsibility for correcting Conditions, either existing or discovered during the course of the construction or operation of the Business. Failure to correct Conditions during the course of construction or operation of the Business shall not imply that City has accepted Conditions nor forfeit City’s right to have Conditions corrected at a future date.

**10. Assignment.**

Licensee may not transfer or assign its interests under this Agreement, in whole or in part, without the prior written consent of the City, which may be withheld for any reason.

**11. Notices.**

All notices required by this Agreement shall be in writing and personally delivered or sent by certified mail, postage prepaid, return receipt requested to the following addresses:

Notice to City shall be addressed as follows:

**CITY OF LIVINGSTON  
Attn: [Insert contact person]  
1416 C Street  
Livingston, CA 95334**

with copies to:

**MEYERS NAVE  
Attn: Jose M. Sanchez, City Attorney  
555 Capitol Mall, Suite 1200  
Sacramento, CA 95814**

Notice to Licensee shall be addressed as follows:

[Insert Licensee's address]

Either Party may change the address stated herein by giving written notice to the other Party, and thereafter, notices shall be addressed and transmitted to the new address. All notices shall be deemed received on the earlier of the date that personal delivery is effected or the date shown on the return receipt.

**12. Severability.**

If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall not be affected, and the remaining provisions of the Agreement shall be read and construed without the invalid, void, or unenforceable provision(s).

**13. Governing Law and Forum.**

This Agreement shall be construed in accordance with the laws and judicial decisions of the State of California, and venue or any legal or equitable action shall be in the County of Merced.

**14. No Agency, Joint Venture, or Partnership.**

City and Licensee hereby renounce the existence of any form of agency relationship, joint venture, or partnership between City and Licensee, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Licensee.

**15. Interpretation of Agreement.**

The headings in this Agreement are for the purpose of reference only, and shall not limit or otherwise affect any of the terms of this Agreement. The Parties have had an equal opportunity to participate in the drafting of this Agreement; therefore, any construction as against the drafting party shall not apply to this Agreement.

**16. Entire Agreement.**

The provisions of this Agreement comprise all of the terms, conditions, agreements and representations of the Parties. This Agreement may not be altered or amended, and no provision hereof may be waived, except by written agreement executed by the authorized representatives of the Parties. The Parties hereby agree that terms of this Agreement have not been changed, modified, or expanded by any oral agreements or representations entered into or made prior to or at the execution of this Agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates set forth below.

**CITY OF LIVINGSTON, a municipal corporation**

**[Insert Business Name], a [Insert business type (LLC, Corp. etc.)]**

By: \_\_\_\_\_  
Gurpal Samra, Mayor

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Antonio Silva, City Clerk

Approved as to form:

\_\_\_\_\_  
Jose M. Sanchez, City Attorney

2913599.4

## STAFF REPORT

**AGENDA ITEM:** Resolution Authorization the Purchase of Three Desktop Computers Using State Homeland Security Grant Program Funding

**MEETING DATE:** January 21, 2020

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

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

---

### **RECOMMENDATION:**

Staff recommends that the City Council approve the purchase of a three desktop computers and associated hardware to be used in Dispatch through the 2017 State Homeland Security Grant Program.

### **BACKGROUND:**

The Police Department currently desktop computers in the Dispatch Center to support operational needs and enhance Police services for the City of Livingston in maintaining public safety. The computers allow dispatchers to receive critical information through a secure network regarding calls for service, public safety information, mapping and coordinates and to query license plates and people. This also allows confidential and covert information from being broadcast over the airwaves to avoid jeopardizing investigations.

The Police Department provides 24/7 dispatch services to both Livingston and Gustine Police Departments. The current desktop computers are end of life and need to be replaced. The Department submitted a request for funding through the State Homeland Security Grant Program (SHSGP) and was approved for \$3,982.28 to purchase the three desktop computers.

The 2017 SHSGP grant funding allocation was determined to have a surplus due to other projects not moving forward. The grant administrator announced the available revenues and requested all applications be submitted by December 13, 2019. The Livingston Police Department took immediate steps to submit the attached proposal which was approved. Protocol requires council approval to complete the purchase agreements. This report requests Fiscal to make appropriate budget modifications.

### **DISCUSSION:**

Mid Valley IT Services is the current contractors of Information Technology services for the City and will install and configure the new computers and will provide all technical resources to provide maintenance in the future.

### **FISCAL IMPACT/ATTACHMENTS:**

1. Resolution No. 2020-
2. Mid Valley IT estimate of \$3,982.28
3. Amazon Quote \$4,644.88
4. 2017 Grant Assurances
5. HGSP Grant Proposals
6. 2017 Subrecipient Grants Management Assessment

**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF LIVINGSTON AUTHORIZING THE PURCHASE OF THREE DESKTOP COMPUTERS USING STATE HOMELAND SECURITY GRANT PROGRAM FUNDING**

**WHEREAS**, The Governors' Office of Emergency Management facilitates the Homeland Security Grant Program through the Title 2, Part 200 of the Code of Federal Regulations (C.F.R.); and

**WHEREAS**, the Merced County Office of Emergency Management manages the funding for local agencies in Merced County; and

**WHEREAS**, the County Administrator announced residual funding from the 2017 Grant Funding Cycle and requested agencies submit "shovel ready project" applications; and

**WHEREAS**, the Livingston Police Department Dispatch Center has three desktop computers that are end of life and in need of replacement; and

**WHEREAS**, the Livingston Police Department submitted and was approved to purchase three desktop computers and associated hardware in the amount of \$3,982.28; and

**NOW, THEREFORE, BE IT RESOLVED** that the Livingston City Council approve the police department purchase of the three desktop computers using and be reimbursed from the State Homeland Security Grant Program in the amount authorized by the Office of Emergency Management.

Passed and adopted on this 21<sup>st</sup> day of January, 2020, 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 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Antonio Silva, City Clerk  
of the City of Livingston





## Mid Valley IT

1170 W. Olive Ave.  
 Suite B  
 Merced, CA. 95301  
 P: 209-260-6228  
 F: 877-834-1320  
 W: [www.midvalleyit.com](http://www.midvalleyit.com)

# QUOTE

Number MVQQ3796

Date Jan 3, 2020

Sold To	
<b>City of Livingston</b> Accounts Payable 1416 C ST LIVINGSTON, CA 95334-1417 USA	
Phone	209-394-8041
Fax	

Ship To	
<b>City of Livingston</b> Accounts Payable 1416 C ST LIVINGSTON, CA 95334-1417 USA	
Phone	209-394-8041
Fax	

Salesperson	P.O. Number	Ship Via	Terms
dspangler			

Line	Qty	Description	Unit Price	Ext. Price
1	3	HP EliteDesk 800 G4 - SFF - 1 x Core i5 8500 / 3 GHz - RAM 8 GB - SSD 256 GB - NVMe - DVD-Writer - UHD Graphics 630 - GigE - Win 10 Pro 64-bit - vPro	\$912.99	\$2,738.97
2	3	Kingston - DDR4 - 8 GB - DIMM 288-pin - 2666 MHz / PC4-21300 - CL19 - 1.2 V - unbuffered - non-ECC	\$36.41	\$109.23
3	3	Install and configure computer	\$250.00	\$750.00
4		SubTotal		\$3,598.20
5	1	TRENDnet USB to Serial Converter, Connect a RS-232 Serial Device to a USB 2.0 Port	\$13.66	\$13.66
6	2	Creative Sound Blaster Audigy FX PCIe 5.1 Sound Card with High Performance Headphone Amp	\$51.72	\$103.44
7	2	Display port to HDMI adapter	\$11.50	\$23.00
8	1	Display port to VGA adapter	\$11.50	\$11.50

Please contact me if I can be of further assistance.

<b>SubTotal</b>	\$3,749.80
<b>Tax</b>	\$232.48
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$3,982.28</b>

I approve this quotation and authorize Mid Valley IT to order these products on my behalf.  
 On orders of more than \$1,000 all hardware and software must be prepaid prior to ordering.

Authorized Signer: \_\_\_\_\_ Date: \_\_\_\_\_

Proposition 65 Warning for California Consumers

WARNING: This product can expose you to chemicals including Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to [www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov).

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AmazonBasics Mini DisplayPort to VGA Monitor Adapter - Apple Compatible

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4K HDMI Cable 6.6 ft... 1,224 \$9.99 See all buying options

AmazonBasics DisplayPort to HDMI Display Cable - 6 Feet

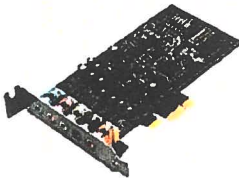
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TRENDnet USB to Serial Converter, Connect a RS-232 Serial Device to a USB 2.0 Port, Easy Installation, Universal Plug & Play, TU-S9

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\$11.88

Kingston Technology HyperX Fury Black 8GB 2666MHz DDR4 CL16 DIMM 1Rx8 (HX426C16FB2/8)

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HP EliteDesk 800 G4 Small Form Factor Desktop Computer - 8th Gen Intel Core i5-8500 Processor up to 4.10 GHz, 16GB DDR4 Memory, 1TB Hard Drive, Intel UHD Graphics 630, DVD±RW Drive, Windows 10 Pro

\$1,099.00

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Shipped from: Techno Intelligence

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Subtotal (12 items): \$3,560.80

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= \$4310.80  
\$334.08+

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AmazonBasics... 664

\$10.99

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Total \$4644.88

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\$130.40



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\$179.99



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Celestron Nexstar RS 232 PC Interface Cable 124

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HP 23.8-inch FHD IPS Monitor with Tilt/Height



Samsung SSD 860 EVO 250GB 2.5 Inch SATA III





## Standard Assurances For All Cal OES Federal Grant Programs

**As the duly authorized representative of the Applicant, I hereby certify** that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management and completion of the project described in this application, within prescribed timelines.

**I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:**

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) California Supplement to the NOFO; and
- (d) Federal and State Grant Program Guidelines.

### **Federal Regulations**

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

**Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:**

### **1. Proof of Authority**

The Applicant will obtain written authorization from the city council, governing board or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required.
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

## **2. Period of Performance**

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

## **3. Lobbying and Political Activities**

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

## **4. Debarment and Suspension**

As required by Executive Orders 12549 and 12689, and 2 C.F.R. §200.212 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principal, subgrantees, recipients or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **5. Non-Discrimination and Equal Employment Opportunity**

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units

- (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201); ;
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;
  - (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
  - (j) California Public Contract Code §10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
  - (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
  - (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
  - (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth, or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§ 12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

## **6. Drug-Free Workplace**

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

## **7. Environmental Standards**

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);

- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

## **8. Audits**

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

## **9. Access to Records**

In accordance with 2 C.F.R. §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award.



The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

#### **10. Conflict of Interest**

The Applicant 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.

#### **11. Financial Management**

False Claims for Payment The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no recipient shall submit a false claim for payment, reimbursement or advance.

#### **12. Reporting - Accountability**

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

#### **13. Whistleblower Protections**

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

#### **14. Human Trafficking**

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect: (2) procuring a commercial sex act during the period of time that the award is in effect: or (3) using forced labor in the performance of the award or subawards under the award.

#### **15. Labor Standards**

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

#### **16. Worker's Compensation**

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this

Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

### **17. Property-Related**

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
- (d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

### **18. Certifications Applicable Only to Federally-Funded Construction Projects**

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

### **19. Use of Cellular Device While Driving is Prohibited**

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving a motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

## **20. California Public Records Act and Freedom of Information Act**

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

## **HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

### **21. Reporting Accusations and Findings of Discrimination**

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hq.dhs.gov](mailto:crcl@hq.dhs.gov) or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

If the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

### **22. Acknowledgment of Federal Funding from DHS**

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

### **23. Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **24. Best Practices for Collection and Use of Personally Identifiable Information (PII)**

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also

find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

#### **25. Copyright**

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **26. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **27. Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **28. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

#### **29. Fly America Act of 1974**

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942

#### **30. Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

### **31. Non-supplanting Requirements**

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

### **32. Patents and Intellectual Property Rights**

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

### **33. SAFECOM**

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

### **34. Terrorist Financing**

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

### **35. Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **36. USA Patriot Act of 2001**

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

### **37. Use of DHS Seal, Logo, and Flags**

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**IMPORTANT**

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2017, Version 7.0, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

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

Applicant: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Printed Name of Authorized Agent: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# HOMELAND SECURITY GRANT PROPOSAL FORM MERCED COUNTY

Complete the information requested below. Use the white spaces, they will expand to accept additional information. Attach additional pages as needed.

## I. BACKGROUND INFORMATION

Primary Point of Contact Information:	
<b>Name</b>	Deanna Soria
<b>Agency</b>	Livingston Police Department
<b>Position Title</b>	Administrative Services Manager
<b>Cell Number</b>	209-769-7215
<b>Email</b>	dsoria@livingstonpd.org

Project Name:
Police Radio Computer Equipment Replacement

Total Project Cost \$:	Is this Project Scalable (yes or no) amount \$
\$3982.28	

MISSION AREAS					
Place an X in box(s) that correspond to the mission area the project supports:					
Prevent	Protect	Respond	X	Recover	Mitigation

## II. ALIGNMENT WITH THE AREA HOMELAND SECURITY STRATEGY

GOALS AND OBJECTIVES - Check the goal(s) that directly support the project. Double click on box-under default value click on word - "check" then click OK button.		
2	<input type="checkbox"/>	Protect Critical Infrastructure and Key Resources from ALL Threats and Hazards
3	<input type="checkbox"/>	Strengthen Food and Agriculture Preparedness
4	<input type="checkbox"/>	Strengthen Security and Preparedness across Cyberspace
5	<input checked="" type="checkbox"/>	Strengthen Emergency Communications Capabilities Through Planning, Governance, Technology, and Equipment
6	<input type="checkbox"/>	Improve Medical and Health Capabilities
7	<input type="checkbox"/>	Prevent Violent Extremism through Multi-Jurisdictional Collaboration and

		Coordination
8	<input type="checkbox"/>	Enhance Community Preparedness
9	<input type="checkbox"/>	Enhance-Multi-Jurisdictional/Inter-Jurisdictional-All-Hazards-Incident Catastrophic Planning, Response, and Recovery Capabilities
10	<input type="checkbox"/>	Enhance Incident Recovery Capabilities
11	<input type="checkbox"/>	Enhance Homeland Security Exercise, Evaluation, and Training Programs

### III. FUNDING

Provide funding amount and notate applicable Planning, Organization, Equipment, Training & Exercises (POETE) elements. (Check box (s) for all that apply)

ELEMENT		PROPOSED FUNDING
<input type="checkbox"/>	Planning	\$
<input type="checkbox"/>	Organization	\$
<input checked="" type="checkbox"/>	Equipment	\$3982.28
<input type="checkbox"/>	Training	\$
<input type="checkbox"/>	Exercises	\$
<b>TOTAL PROJECT COSTS</b>		<b>\$ 3982.28</b>

Planning - leave blank if no planning funds are requested

\$

Organization- leave blank if no Organization funds are requested

\$

If applicable, provide the proposed funding amount from the project that can be obligated towards Law Enforcement Terrorism Prevention Activities (LETPA) funding.

\$

Training or Exercise - Leave blank if no Training or Exercise funds are requested

\$

**Equipment:** List the equipment and the Authorized Equipment List (AEL) number with description from <https://www.fema.gov/authorized-equipment-list>

***Please provide three different vendor quotes for comparison***



Equipment List	AEL Number with description
3 computers and associated equipment	04HW-01-INHW – Hardware, Computer, Integrated

If this Project is to sustain an existing Specialized Team please explain how many times the team trains & how many exercises/drills were performed within a 24-month period.

Sustainment Annual Cost and was it covered by this grant- Year or years covered?

Other source(s) of funding that is being requested or utilized for this project:		
	FUNDING SOURCE	PROPOSED FUNDING
X	SHSP-Homeland Security	\$ 3982.28
<input type="checkbox"/>	General Funds/or other Funds- P.O.S.T or LEPC.	\$
<b>TOTAL OTHER FUNDING</b>		<b>\$3982.28</b>

Other Funds: Explain how any non-SHSP funds, such as general funds, other grants, etc, will be used to implement this project.

#### IV. Project Impacts and Outcomes

Project Outcomes: Describe the Operational Area outcomes and benefits that will be achieved from this project. The response should demonstrate improvement towards building or maintaining capabilities and reducing risk.

Project Status. Place an X in the corresponding box:

<input checked="" type="checkbox"/>	This project is a maintenance project.
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<input type="checkbox"/>	This project is a self-contained project.
<input type="checkbox"/>	This project is part of an ongoing initiative.
<p>Explain how this project will either maintain a capability in the operational area, complete a self-contained project, or complete a larger initiative or a phase of a larger initiative of which this project is a part of and how the project will result in completion.</p>	
<p>This project will assist with maintaining the interoperability between all county agencies in that the equipment utilized to perform the necessary functions needs replacement.</p>	

<p><b>Sustainment: Describe the long-term approach to sustaining the capabilities maintained or enhanced without SHSP funds once the grant performance period is over. To the extent funds are needed for sustainment in the future, will future grants be needed for sustainment or will local funds be used? If no funds are needed, explain why.</b></p>	
<p>Local funds will be utilized to sustain this project long-term once the grant performance period is over.</p>	

**CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES  
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT**

<b>Subrecipient:</b>	<b>DUNS #: 078767951</b>	<b>FIPS #: 047-00000</b>
<b>Grant Disaster/Program Title: State Homeland Security Grant Program</b>		
<b>Performance Period: 09/01/17 to 05/31/20</b>	<b>Subaward Amount Requested:</b>	
<b>Type of Non-Federal Entity (Check Box)</b>	<input type="checkbox"/> State Gov. <input checked="" type="checkbox"/> Local Gov. <input type="checkbox"/> JPA <input type="checkbox"/> Non-Profit <input type="checkbox"/> Tribe	

Per Title 2 CFR § 200.331, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

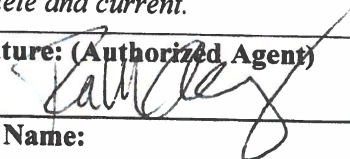
The following are questions related to your organization's experience in the management of grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	>5 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	>5 years
3. How many grants does your organization currently receive?	3-10 grants
4. What is the approximate total dollar amount of all grants your organization receive?	\$ 200,000
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan on how you charge costs to grants?	Yes
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices, etc.?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

**Certification:** *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

**Signature: (Authorized Agent)**



**Date:**

January 13, 2020

**Print Name:**

Ruben Chavez

**Print Title:**

Chief of Police

# STAFF REPORT

**AGENDA ITEM:** Introduce and Waive the First Reading of Ordinance No. \_\_\_\_ of the City Council of the City of Livingston Repealing Ordinance No. 628 and Replacing Livingston Municipal Code, Title 4, Chapter 1, “Building Administration Codes” to Adopt and Amend the 2019 California Building Code, 2019 California Mechanical Code, 2018 International Property Maintenance Code, 2019 California Plumbing Code, 2019 California Electrical Code, 2019 California Historical Building Code, 2019 Energy Code, 2019 California Green Building Standards Code, 2019 California Fire Code, and 2019 California Residential Building Code and All Appendices Attached Thereto and Set Public Hearing for Regular City Council Meeting on February 18, 2020.

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Jake Gonzales, Contract Building Inspector / Supervisor  
Randy Hatch, Contract City Planner  
Jose M. Sanchez, City Attorney

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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## **RECOMMENDED ACTIONS:**

1. Introduce and waive the first reading of Ordinance No. \_\_\_\_ of the City Council of the City of Livingston Repealing Ordinance No. 628 and Replacing Livingston Municipal Code, Title 4, Chapter 1, “Building Administration Codes” to Adopt and Amend the 2019 California Building Code, 2019 California Mechanical Code, 2018 International Property Maintenance Code, 2019 California Plumbing Code, 2019 California Electrical Code, 2019 California Historical Building Code, 2019 Energy Code, 2019 California Green Building Standards Code, 2019 California Fire Code, and 2019 California Residential Building Code and all appendices attached thereto.
2. Schedule public hearing for February 18, 2020, for the second reading and final adoption of the Ordinance.

## **BACKGROUND AND DISCUSSION:**

The California Building Standards Commission (CBSC) is the responsible state body for all building code development. Every three (3) years, the CBSC conducts code development hearings to gain input from developers, building officials, local and state government leaders and other interested parties to review the Building Code Standards for the State of California. These standards contain the minimum building requirements for the State of California and are automatically adopted for local jurisdictions. Although each new edition contains minor technical changes, these changes can be incorporated in the design of the projects and generally do not have a significant impact on constructability. Perhaps the most notable changes in this version of the new State Building Codes are provisions for residential rooftop solar panels,

better insulation and air filtration, and better incentives to install batteries to store solar power. These new solar power related provisions may have a greater impact on cost. Local jurisdictions can adopt more restrictive amendments, if necessary, to account for local climatic, geographical, or topographical conditions; however, any amendments or modifications to the standards must be as stringent as the CBSC.

A local jurisdiction may adopt by reference the California Building Standards pursuant to Health and Safety Code section 17958 and Government Code section 50022.2. Notice of the adoption by reference must comply with Government Code sections 50022.3 and 6066.

It is mandatory that each jurisdiction within the State of California implement these codes. In order to effectively accomplish this, each jurisdiction must adopt rules and requirements for administering these codes. Title 4 of the Livingston Municipal Code contains the City's Building regulations. The proposed ordinance would adopt by reference several State of California building-related codes contained in Title 24 of the California Code of Regulations, including the California Building Code, the California Mechanical Code, the International Property Maintenance Code, the California Plumbing Code, the California Electrical Code, the California Historical Building Code, the California Energy Code, the California Green Building Standards Code, the Fire Code, and the California Residential Building Code.

**FISCAL IMPACT:**

None to City operations, an unknown impact on the cost of new housing.

**ATTACHMENTS:**

1. Ordinance No. \_\_\_\_

2728965.1

ORDINANCE NO. \_\_\_\_

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON REPEALING ORDINANCE NO. 628 AND REPLACING LIVINGSTON MUNICIPAL CODE TITLE 4, CHAPTER 1, “BUILDING ADMINISTRATION CODES” TO ADOPT AND AMEND THE 2019 CALIFORNIA BUILDING CODE BASED ON THE 2018 INTERNATIONAL BUILDING CODE, 2019 CALIFORNIA MECHANICAL CODE BASED ON THE 2018 UNIFORM MECHANICAL CODE, 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, 2019 CALIFORNIA PLUMBING CODE BASED ON THE 2018 UNIFORM PLUMBING CODE, 2019 CALIFORNIA ELECTRICAL CODE BASED ON THE 2017 NATIONAL ELECTRICAL CODE, 2019 CALIFORNIA HISTORICAL BUILDING CODE, 2019 CALIFORNIA ENERGY CODE, 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 CALIFORNIA FIRE CODE BASED ON THE 2018 INTERNATIONAL FIRE CODE, AND 2019 CALIFORNIA RESIDENTIAL CODE BASED ON THE 2018 INTERNATIONAL RESIDENTIAL CODE, AND ALL APPENDICES ATTACHED THERETO**

**WHEREAS**, the purpose of this Ordinance is to adopt by reference the 2019 edition of the California Building Standards Code, Title 24, California Code of Regulations – Part 2, Volume I & II (California Building Code); Part 4 (California Mechanical Code); Part 5 (California Plumbing Code); Part 3 (California Electrical Code); Part 6 (California Energy Code); Part 11 (California Green Building Standards Code); Part 2.5 (California Residential Building Code); and Part 9 (2019 California Fire Code), subject to the definitions, clarifications, and the amendments set forth in this Ordinance; and

**WHEREAS**, this Ordinance will establish minimum building requirements and standards for the protection of public safety, health, property and welfare of the City of Livingston. This Ordinance is adopted under the authority of Government Code subsection 50022.2 *and Health and Safety Code section 17950 et seq.*; and

**WHEREAS**, the amendments proposed by this Ordinance are exempt from California Environmental Quality Act (“CEQA”) requirements pursuant to Section 15061(b)(3) of the CEQA Guidelines because as a series of text amendments and additions, it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment and furthermore the Ordinance is not a project under Section 15378(b)(5) of the CEQA Guidelines.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVINGSTON, CALIFORNIA, DOES ORDAIN** as follows:

**SECTION 1. Recitals.** The foregoing recitals are true and correct and made a part of this Ordinance.

**SECTION 2. Findings.** The City Council hereby finds as follows:

- A. CEQA Compliance.** The proposed amendments in this Ordinance are exempt from the provisions of CEQA pursuant to CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that this Ordinance will have a significant effect on the environment and also under CEQA Guidelines Section 15378(b)(5), as the amendments are not considered a project. The proposed amendments to the Livingston Municipal Code are a government administrative activity that will not result in direct or indirect physical changes in the environment.
- B. General Plan Consistency.** The amendments made to the Livingston Municipal Code pursuant to this Ordinance are consistent with the adopted 1999 General Plan. The amendments will not be causing any changes in conflict with the City’s General Plan and will promote public safety.
- C. Publication.** Notice, required pursuant to Government Code sections 6066 and 50022.3, of this Ordinance is deemed sufficient to give notice to interested persons of the purpose of the Ordinance and the subject matter contained herein.

**SECTION 3.** Livingston Municipal Code. Ordinance No. 628 is hereby repealed in its entirety and Title 4, Chapter 1 of the Livingston Municipal Code entitled “Building Administration Codes” shall be replaced with the following sections:

**Chapter 1  
BUILDING ADMINISTRATION CODES**

**4-1-1: ADMINISTRATION AND ENFORCEMENT**  
The building division is hereby established within the Community Development Department under the supervision of the Chief Building Official.

**4-1-2: DEFINITIONS**

BOARD OF APPEALS:	Whenever the term “board of appeals” appears in this chapter or in any of the codes referred to herein, it shall mean the City Council, sitting as an appeals board.
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BUILDING OFFICIAL, ADMINISTRATIVE AUTHORITY OR CODE ENFORCEMENT OFFICER:	Whenever the terms “building official,” “administrative authority,” “chief,” or “code enforcement officer” appears in this chapter, or in any of the codes hereinafter referred to, they shall mean the building inspector who shall be the building official, administrative authority or code enforcement officer as referred to in the code, and any assistant deputy or employee assigned to the building inspection section and designated by the director of community development department to serve in such capacity.
--	--

**CONSTRUCTION:** Whenever the term “construction” appears in this chapter or in any of the codes referred to herein, it shall include construction, erection, modification, enlargement, alteration, conversion, additions, or movements of structures.

**4-1-3: CALIFORNIA BUILDING CODE**

The City hereby adopts the 2019 California Building Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein, except that neither this nor any future adoptions shall have any effect on the enforceability of sections 4-1-3-1 and 4-1-3-2 of this code. The City hereby reaffirms all previously made and legally required findings relating to those code sections.

**4-1-3-1: PERMIT PROCEDURE**

(A) Permit Required: As per most current codes.

(B) Fee Required: As per most current codes or as amended by resolution.

(C) Planning Review:

1. Permit Applications: All permit applications shall be reviewed by the city planner to determine whether the proposed work is in conformance with Title 5 of this code and whether any Title 5 requirements are to be included in the permit terms and conditions.
2. Written Appeal; City Planner Determination: If the permit applicant or any other person is not satisfied with the city planner’s determination, written appeal must be filed with the secretary of the planning commission, or the city clerk in the secretary’s absence, within ten (10) days of the city planner’s determination. The appeal must set forth the specific reasons why the appellant believes the determination to be incorrect. The city planner or the secretary to the Planning Commission is authorized under subsection 5-23-1(A) of this code to set the public hearing for the appeal.
3. Written Appeal; Planning Commission’s Decision: If the appellant or any other person is not satisfied with the planning commission’s decision, written appeal must be filed with the city clerk within ten (10) days of the Planning Commission’s decision. The appeal must set forth the specific reasons why the appellant believes the decision to be incorrect. Upon receipt of the appeal, the city clerk shall direct the Planning Commission to submit a report to the City Council setting for the Planning Commission’s action, the findings upon which the action was based, and a summary of the evidence which supports each of the



findings and responding to the appellant's specific reasons set forth in his or her appeal. Upon receipt of the Planning Commission's report, the city clerk is authorized under subsection 5-23-1(B) of this code to set the public hearing for the appeal.

4. Determination or Decision not Appealed: Any determination or decision not appealed within the time specified and the decision of the City Council shall be final and conclusive as to the zoning issues and matters covered in that determination or decision. Such zoning issues and matters which are made a part of the permit terms and conditions may not later be appealed to the board of appeals under any code referred to in this title.
5. Judicial Review: The time to appeal a decision of the City Council pursuant to this chapter shall be governed by the provisions of California Code of Civil Procedure section 1094.6 as currently enacted.

**4-1-3-2: ADDITIONAL PERMIT REQUIREMENTS**

Waste Collection: The building official, depending on the magnitude of a construction project, may require the permit applicant(s) to locate on site a waste collection bin large enough to receive construction materials. Permit applications for extensive remodeling, i.e., reroofing, interior-exterior wall covering removal, etc., shall be required to have a waste collection bin on site prior to the issuance of a building permit. All waste materials to be disposed of shall be placed within this bin and removed from the site by the bin provider.

**4-1-4: CALIFORNIA MECHANICAL CODE**

The City hereby adopts the 2019 California Mechanical Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-5: INTERNATIONAL PROPERTY MAINTENANCE CODE**

The City hereby adopts the 2018 International Property Maintenance Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-6: CALIFORNIA PLUMBING CODE**

The City hereby adopts the 2019 California Plumbing Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-7: CALIFORNIA ELECTRICAL CODE**

The City hereby adopts the 2019 California Electrical Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-8: CALIFORNIA HISTORICAL BUILDING CODE**  
The City hereby adopts the 2019 California Historical Building Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-9: CALIFORNIA ENERGY CODE**  
The City hereby adopts the 2019 California Energy Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-10: CALIFORNIA GREEN STANDARDS CODE**  
The City hereby adopts the 2019 California Green Standard Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-11: CALIFORNIA FIRE CODE**  
The City hereby adopts the 2019 California Fire Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**4-1-12: CALIFORNIA RESIDENTIAL BUILDING CODE**  
The City hereby adopts the 2019 California Residential Building Code, with appendices, and any subsequent amendments and/or new editions and is hereby made a part of this chapter as if fully set forth herein.

**SECTION 4. Severability.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application. To this end, the provisions of the Ordinance are severable. This City Council hereby declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof.

**SECTION 5. Effective Date.** This Ordinance shall become effective thirty (30) days after its final passage and adoption.

Introduced:

Passed and Adopted:

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GURPAL SAMRA, Mayor  
of the City of Livingston

ATTEST:

I hereby certify that the foregoing Ordinance was duly introduced at a Regular Meeting of the City Council of the City of Livingston on this 21<sup>st</sup> day of January, 2020, by the following vote:

AYES:

NOES:

ABSENT:

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ANTONIO SILVA, City Clerk  
of the City of Livingston

2728942.1

## STAFF REPORT

**AGENDA ITEM:** City Council to Provide Staff Direction for Appointment to the Planning Commission.

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Randy Hatch, Contract City Planner

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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### **RECOMMENDATION:**

City Council to provide direction to staff for appointment to the Planning Commission.

### **BACKGROUND AND DISCUSSION:**

Planning Commissioner Adanan Bath's term on the Planning Commission ended December 31, 2019. The City Council has the option to reappoint Commissioner Bath to the Commission; appoint one of the two Alternate Commissioners, Jason Roth or Wapinder Kang; or advertise through the City Manager's office to attract applicants. If Council chooses to advertise, the recommendation is to advertise for 45 days. Mr. Bath will continue serving on the Planning Commission until a new appointment has been made.

Mr. Bath, on February 19, 2019, was appointed to the unexpired term of Mario Mendoza who had to resign due to his election to the Merced Community College Board of Trustees, District Area 1. Staff contacted Mr. Bath and he has indicated interest in continuing to serve on the Planning Commission. He has been reliable and has done a fine job as Planning Commissioner. If re-appointed, Mr. Bath would serve for a 4-year term ending December 31, 2024.

In an effort to provide the Council complete options, staff also contacted Jason Roth and attempted to contact Wapinder Kang should the Council wish to consider one of the Alternate Commissioners. Mr. Roth, who has served as an alternate member since April 4, 2017, indicated an interest to be appointed to a regular 4-year term. Staff was not able to contact Mr. Kang, who has served as an alternate member since May 7, 2019.

### **FISCAL IMPACT:**

None.

### **ATTACHMENTS:**

1. Roster of Planning Commission Members



**CITY OF LIVINGSTON  
PLANNING COMMISSION MEMBERS**

**CHAIR ROBERT (BOB) WALLIS**

Cell: (818) 456-8593

[rwallis@livingstoncity.com](mailto:rwallis@livingstoncity.com)

Term Expires 12/31/2020

**VICE-CHAIR FRANCISCO MENDOZA-GONZALEZ**

Cell: (209) 398-9042

[Kings\\_ever2004@yahoo.com](mailto:Kings_ever2004@yahoo.com)

Term Expires 12/31/2021

**COMMISSIONER RANJEET JHUTTI**

Cell: (408) 334-3764

[rjhutti@livingstoncity.com](mailto:rjhutti@livingstoncity.com)

Term Expires: 12/31/2020

**COMMISSIONER STEVE BASSI**

Cell: (209) 678-5233

[sbassi@livingstoncity.com](mailto:sbassi@livingstoncity.com)

Term Expires 12/31/2022

**COMMISSIONER ADANAN BATH**

Cell: (209) 408-5304

[abath@livingstoncity.com](mailto:abath@livingstoncity.com)

Term Expires 12/31/2019

**ALTERNATE COMMISSIONER JASON ROTH (1)**

Cell: (209) 756-7018

[jroth@livingstoncity.com](mailto:jroth@livingstoncity.com)

Term Expires 12/31/2020

**ALTERNATE COMMISSIONER WAPINDER S. KANG (2)**

Cell: (209) 485-3534

[wkang@livingstoncity.com](mailto:wkang@livingstoncity.com)

Term Expires 12/31/2022

**COMMISSION SECRETARY RANDY HATCH**

Phone: (209) 394-5510, Ext. 123

[rhatch@livingstoncity.com](mailto:rhatch@livingstoncity.com)

**COUNCIL LIAISON GAGANDEEP KANG**

Cell: (209) 485-0482

[gkang@livingstoncity.com](mailto:gkang@livingstoncity.com)

Term Expires 11/2022

## STAFF REPORT

**AGENDA ITEM:** Resolution Authorizing the City Manager to Execute an Amendment to the Option for the Purchase of Certain Real Property Located on D Street Between 5<sup>th</sup> and 6<sup>th</sup> Streets (024-147-006, 024-153-003, 024-153-011 and 024-154-005)

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Jose Antonio Ramirez, City Manager  
Jose M. Sanchez, City Attorney

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### **RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution \_\_\_\_-2020 Authorizing the City Manager to Execute an Amendment to the Option for the Purchase of Certain Real Property Located on D Street Between 5<sup>th</sup> And 6<sup>th</sup> Streets (024-147-006, 024-153-003, 024-153-011 and 024-154-005).

### **BACKGROUND AND DISCUSSION:**

In June 2019, the City approved an Option Agreement, a Purchase Agreement and a Loan Agreement for the purchase of certain property located on D Street Between 5<sup>th</sup> and 6<sup>th</sup> Streets that is owned by the Livingston Farmers Association. Pursuant to the Option Agreement, the City has until January 31, 2020 to exercise the option to purchase the property. The City has applied for a grant from the State to cover a portion of the cost of the purchase of the property. The City needs additional time to determine whether the City will be awarded the grant funding and has proposed an amendment to the Option Agreement to extend the time to exercise the option to March 31, 2020.

### **FISCAL IMPACT:**

The cost of the extension is \$10.

### **ATTACHMENTS:**

1. A Resolution Authorizing the City Manager to Execute an Amendment to the Option for the Purchase of Certain Real Property Located on D Street Between 5<sup>th</sup> and 6<sup>th</sup> Streets (024-147-006, 024-153-003, 024-153-011 and 024-154-005).
2. First Amendment to Option Agreement

3464182.3

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
LIVINGSTON APPROVING AN AMENDMENT TO THE OPTION FOR THE PURCHASE OF  
CERTAIN REAL PROPERTY LOCATED ON D STREET BETWEEN 5<sup>TH</sup> AND 6<sup>TH</sup> STREETS**

**WHEREAS**, the Livingston Farmers Association (“LFA”) is the owner of a twenty-eight thousand three hundred fourteen (28,314) square foot site located on D Street between 5<sup>th</sup> and 6<sup>th</sup> Streets, commonly known as Merced County Assessor’s Parcel Numbers 024-147-006, 024-153-003, 024-153-011, and 024-154-005 together with the improvements located thereon (the “Property”); and

**WHEREAS**, the City and LFA entered into an option agreement (the “Option Agreement”) to buy the Property, with the right to exercise the option to purchase the Property by January 31, 2020; and

**WHEREAS**, the City has been seeking grant funding from the State of California for the purchase of the Property and needs additional time to determine whether the City will be awarded the State grant; and

**WHEREAS**, in order to extend the term of the Option Agreement, the City agrees to pay an Option Extension Price of Ten Dollars (\$10.00); and

**WHEREAS**, Staff has negotiated a First Amendment to Option Agreement, substantially in the form on file with the City Clerk, that extends the term of the Option Agreement to March 31, 2020, in order to give the City additional time to seek the award of the State grant.

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

1. The above recitals are true and correct and incorporated herein.
2. The City Council approves the First Amendment to Option Agreement for the purchase of the Property.
3. The City Manager is authorized and directed to execute the First Amendment to Option Agreement attached hereto as Exhibit A, and to execute such other documents and take such actions as are needed to carry out the intent of this Resolution and the purchase of the Property.
4. This Resolution is exempt from CEQA based on the general rule set forth in CEQA Guidelines section 15061(b)(3) that CEQA applies only to projects which have the potential for causing a significant effect on the environment. It can be seen with certainty that there is no possibility that this Resolution will have a significant effect on the environment since it authorizes only the purchase of the Property and does not authorize the City to make any modifications or improvements to the Property or commit the City to using the Property for a particular purpose.

Passed and adopted this 21<sup>st</sup> day of January, 2020, 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 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Monica Cisneros, Deputy City Clerk  
of the City of Livingston

3464154.3



**Recording requested by and when  
recorded mail to:**

City of Livingston  
1416 C Street  
Livingston, CA 95334  
Attn: City Manager

EXEMPT FROM RECORDING FEES PER  
GOVERNMENT CODE §§6103, 27383

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APNs: 024-147-006, 024-153-003, 024-153-011 and 024-154-005

**FIRST AMENDMENT TO OPTION TO PURCHASE**

THIS FIRST AMENDMENT TO OPTION TO PURCHASE (this “**Amendment**”) is entered into effective as of January 21, 2020 (“**Effective Date**”), amending that certain Option to Purchase dated January 30, 2019 (the “**Agreement**”), by and between the City of Livingston, a California municipal corporation (the “**City**”) and Livingston Farmers Association, a California nonprofit corporation, (“**LFA**”). The City and LFA are hereinafter referred to collectively as the “**Parties.**”

RECITALS

A. The Parties entered into the Agreement to give the City the option to purchase the Property owned by LFA pursuant to a Purchase and Sale Agreement and in order to give the City time to determine whether the Property is suitable for City use.

B. The City has been seeking certain grant funding from the State of California (the “**State**”), and the City needs to extend the term of the Agreement in order to determine whether the City will receive the award of the grant.

C. In order to extend the term of the Agreement, the City will pay an additional Option Price to LFA in the amount of Ten Dollars (\$10.00) (the “**Option Extension Price**”).

NOW, THEREFORE, in consideration of the foregoing, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Option Extension Price. The City shall pay the Option Extension Price to LFA for the extension of the Term. The extension of the Option is personal to the City and may not be transferred, assigned, or hypothecated without LFA’s consent.

2. Extension of Term. Unless otherwise further extended, the City may exercise the Option up to and including March 31, 2020.

3. Ratification. Other terms of the Agreement remain in full force and effect.

4. Capitalized Terms. Capitalized terms used and not defined in this Amendment have the meaning ascribed to them in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the Effective Date.

**CITY OF LIVINGSTON,**  
a municipal corporation

By: \_\_\_\_\_  
Jose Antonio Ramirez, City Manager

ATTEST:

By: \_\_\_\_\_  
Monica Cisneros, Deputy City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jose M. Sanchez, City Attorney

**Livingston Farmers Association**  
a California nonprofit corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**SIGNATURES MUST BE NOTARIZED**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA    )  
COUNTY OF MERCED    )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF CALIFORNIA )  
COUNTY OF MERCED )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_(Seal)

**Exhibit A**  
**Property Description**

Twenty-eight thousand three hundred fourteen (28,314) square foot site located on D Street between 5<sup>th</sup> and 7<sup>th</sup> Streets, commonly known as Merced County Assessor's Parcel Numbers 024-147-006, 024-153-003, 024-153-011 and 024-154-005

# STAFF REPORT

**AGENDA ITEM:** Resolution Authorizing the Execution of a Professional Service Agreement with Mintier Harnish Planning Consultants for the Preparation of a General Plan Update and Accompanying Environmental Impact Report

**MEETING DATE:** January 21, 2020

**PREPARED BY:** Jose Antonio Ramirez, City Manager

**REVIEWED BY:** Jose Antonio Ramirez, City Manager

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## **RECOMMENDATION:**

That the City Council Approves and authorizes the City Manager to execute a Professional Service Agreement with Mintier Harnish Planning Consultants to prepare the Livingston General Plan Update 2035 and amend the Fiscal Year 2019/2020 budget by increasing the appropriations limit for expenditures for the proposed project.

## **DISCUSSION:**

The General Plan services as the guiding framework for all future development in the City of Livingston. It is the City's single most important planning document and also serves as the composition for future development. Under State planning laws, a city's General Plan must include a comprehensive, long-term plan for the physical development of both the city and any land outside the city's boundaries that the city determines relates to its planning. The General Plan must consist of a statement of development policies and must include diagrams and test setting forth objectives, principles, standards, and plan proposals. The General Plan must consist of seven (7) mandatory elements: land use, circulation, housing, conservation, open space, noise, and safety, and any optional element the city chooses to adopt. All cities and counties in California are required by law to have a General Plan.

The last General Plan update was adopted in 1999, and since that time, the City has experienced significant economic and technological changes, with more on the horizon. The previous General Plan Update consulting contract resulted in the completion of the 1999 General Plan. The 2008 General Plan Update was deemed invalid by the courts, and so staff reverted back to using the 1999 General Plan. A new General Plan update is necessary to refine the concepts that have become outdated and respond to new legislative requirements to ensure the Plan is legally sound.

City Manager's Office prepared a Request for Proposal (RFP) from qualified agencies and consulting firms to prepare a General Plan Update and accompanying Environmental Impact Report (EIR) for the City of Livingston.

The scope of services would be to provide a focused update to respond to the city's immediate needs while ensuring the General Plan provides clear guidance for the long term. The Update process would include six (6) phases which consist of the following:

1. Goal Setting and Vision
2. Sphere of Influence Modification
3. Policy Review and Formulation of Programs

4. Draft General Plan Land USE Diagram and Text
5. Public Discussion and Public Hearings on Draft General Plan and EIR
6. Preparation of Final General Plan Documents and EIR

The RFP was posted on the City’s website and e-mailed to several vendors.

In response to the RFP, the City received two (2) proposals from qualified firms. City staff recommends the City Council authorize the City Manager to execute a Professional Service Agreement with Mintier Harnish Planning Consultants to prepare a General Plan Update in the amount of \$611,540 over two (2) fiscal years with a contingency of 5% in the amount of \$30,577. The goal is to complete the update in two calendar years, and we understand that this goal is pretty ambitious.

Mintier Harnish Planning Consultants is recognized as statewide leaders in General Plan preparation, having worked on over 60 General Plans across the State, many of which have been in the Central Valley. Mintier Harnish Planning Consultants will be partnering with Rincon, Inc., (Environmental Impact Report), GHD (Circulation Element) to lead the effort of the General Plan Update. Mintier Harnish Planning Consultants is a semi-local firm based out of the City of Sacramento and is very responsive. They care about good planning, and they have been recognized for their excellent work. Mintier Harnish Planning Consultants brings experience in regional plans, specific plans, zoning, sustainability and resilience plans, land use planning, urban design, housing elements, and community engagement. They will provide a big picture understanding of the critical relationship between land use, environmental and market issues, and community interests. Mintier Harnish Planning Consultants has organized and conducted substantial community engagement efforts throughout the Central Valley. They are currently working for the City of Kerman, Merced County, Fresno County, Stanislaus County, and other municipalities and counties in the vicinity.

We like their work style because they work closely with the staff, general plan advisory committee, planning commission, and city council. They are very approachable, collegial, and have a comfortable work style.

**FISCAL IMPACT:**

A General Plan Maintenance Fee equivalent to .005% of the valuation is collected with each building permit. The fee is set to be used to update and prepare the General Plan as necessary. Currently, Fund 2007 holds a balance of \$347 thousand that can be used towards the General Plan Update project. Funding for the second year is subject to economic market conditions and total permit fees collected. The following is a breakdown of the General Plan Update project cost by Fiscal Year:

It is important to note that General Plan Updates are long-range planning documents. After final adoption, the City is not anticipated to prepare a General Plan Update for after another decade.

Staff recommends contracting with Mintier Harnish Planning Consultants to update the City’s General Plan with a proposed cost of \$611,540 and a 5% contingency amount of \$30,577 to cover any unforeseen out-of-scope work that would be necessary to ensure responsiveness to community concerns. The Finance staff will make the appropriate budget adjustments to incorporate the expenditures listed above.

	<b>FY 2019/20</b>	<b>FY 2020/21</b>	<b>Total (including contingency)</b>
Budget Allocation	\$347,000	\$295,117	\$642,117

**ATTACHMENTS:**

1. Resolution
2. Professional Service Agreement



**RESOLUTION NO. 2020-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICE  
AGREEMENT WITH MINTIER HARNISH PLANNING CONSULTANTS FOR THE  
PREPARATION OF A GENERAL PLAN UPDATE AND ACCOMPANYING  
ENVIRONMENTAL IMPACT REPORT.**

**WHEREAS**, a Request for Proposal from qualified firms for the preparation of a General Plan Update and accompanying Environmental Impact Report (EIR) was issued on October 9, 2019;

**WHEREAS**, the City Council has considered the proposal from Mintier Harnish Planning Consultants for the preparation of the City of Livingston General Plan Update 2035 and accompanying EIR; and

**WHEREAS**, the City Council of the City of Livingston has budgeted funds for this purpose under Fiscal Year 2019-2020 budget; and

**WHEREAS**, funding in Fiscal Year 2020-2021 is subject to available funding from permit fees collected; and

**WHEREAS**, the City Council of the City of Livingston may adjust the overall appropriation levels in each fund at any time during the Fiscal Year by action to amend the budget; and

**WHEREAS**, the funds are available in the General Plan Update Fee (Fund 2007); and

**WHEREAS**, the proposed Professional Service Agreement has been reviewed and approved by the City Attorney.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Livingston, State of California that:

1. That the proposal of \$611,540 for the preparation of a General Plan Update, plus a 5% contingency (\$30,577) and accompanying EIR, is hereby accepted.
2. The City Manager is hereby authorized and directed to execute an agreement in the form presented herewith for and on behalf of the City, subject to changes to the indemnity provisions as approved by the City Attorney.

Passed and adopted this 21<sup>st</sup> day of January, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

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 21<sup>st</sup> day of January, 2020.

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Antonio Silva, City Clerk  
of the City of Livingston

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF LIVINGSTON AND  
MINTIER HARNISH PLANNING CONSULTANTS**

THIS AGREEMENT for professional services is made by and between the City of Livingston, a California municipal corporation ("City"), and Mintier Harnish Planning Consultants, ("Professional") as of January 22, 2020.

**Section 1. SERVICES.** Subject to the terms and conditions set forth in this Agreement, Professional shall provide to City the services described in the Scope of Work attached as Exhibit A and Exhibit B at the time and place and in the manner specified therein. In the event of a conflict or inconsistency between the terms of this Agreement and Exhibit A and Exhibit B, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the date first noted above and the anticipated end date on January 22, 2022. Professional shall complete the work described in Exhibit A and Exhibit B prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Professional to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Professional shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Professional is engaged in the geographical area in which Professional practices its profession. Professional shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Professional's profession.
- 1.3 **Assignment of Personnel.** Professional shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Professional shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Professional shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Professional's obligations hereunder.

**Section 2. COMPENSATION.** City hereby agrees to pay Professional a sum not to exceed Compensation Schedule, notwithstanding any contrary indications that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Professional's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Professional for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Professional for services rendered pursuant to this Agreement. Professional shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Professional shall not bill City for duplicate services performed by more than one person.

Professional and City acknowledge and agree that compensation paid by City to Professional under this Agreement is based upon Professional's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Professional. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Professional and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

**2.1 Invoices.** Professional shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Professional and each employee, agent, and subcontractor of Professional performing services hereunder, as well as a separate notice when the total number of hours of work by Professional and any individual employee, agent, or subcontractor of Professional reaches or exceeds 800 hours, which shall include an estimate of the time necessary to complete the work described in Exhibit A and Exhibit B;
- The Professional's signature.

**2.2 Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Professional.

**2.3 Total Payment.** City shall pay for the services to be rendered by Professional pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Professional in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Professional submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

**2.4 Hourly Fees.** Fees for work performed by Professional on an hourly basis shall not exceed the amounts shown on the fee schedule set forth in Exhibit B.

- 2.5 Reimbursable Expenses.** Reimbursable expenses, if any, are set forth in Exhibit B, and shall not exceed Fee Schedule. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.6 Payment of Taxes.** Professional is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.7 Payment upon Termination.** In the event that the City or Professional terminates this Agreement pursuant to Section 8, the City shall compensate the Professional for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Professional shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.8 Authorization to Perform Services.** The Professional is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Professional shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Professional only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Professional's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Professional, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Professional and its agents, representatives, employees, and subcontractors. Professional shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Professional shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Professional's bid. Professional shall not allow any subcontractor to commence work on any subcontract until Professional has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Professional shall maintain all required insurance listed herein for the duration of this Agreement.

- 4.1 Workers' Compensation.** Professional shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Professional. The Statutory Workers'

Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Professional may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Professional, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance insurance may be waived by the City upon written verification that Professional does not have any employees.

## **4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General requirements.** Professional, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000.00) and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00). The commercial general liability and automobile liability insurance shall be per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a commercial general liability insurance or an automobile liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum scope of coverage.** Commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

**4.2.3 Additional requirements.** Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Professional, including the insured's general supervision of Professional; products and completed operations of Professional; premises owned, occupied, or used by Professional; and automobiles owned, leased, or used by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. Any failure of Professional to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
- e. An endorsement shall state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Professional shall notify City within fourteen (14) days of notification from Professional's insurer if such coverage is suspended, voided or reduced in coverage or in limits.

**4.3 Professional Liability Insurance.** Professional, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) covering the licensed professionals' errors and omissions.

**4.3.1** Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

**4.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Professional must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Professional's sole cost and expense, any extended reporting provisions of the policy, if the Professional cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

#### **4.4 All Policies Requirements.**

- 4.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.
- 4.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, Professional shall furnish City with certificates of insurance and with original endorsements effecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 4.4.3 Subcontractors.** Professional shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 4.4.4 Deductibles and Self-Insured Retentions.** Professional shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Professional may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Professional procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.



**4.4.5 Waiver of Subrogation.** Professional hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Professional, its employees, agents, and subcontractors.

**4.4.6 Notice of Reduction in Coverage.** In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, Professional shall provide written notice to City at Professional's earliest possible opportunity and in no case later than five (5) days after Professional is notified of the change in coverage.

**4.5 Remedies.** In addition to any other remedies City may have if Professional fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Professional's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Professional to stop work under this Agreement or withhold any payment that becomes due to Professional hereunder, or both stop work and withhold any payment, until Professional demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

## **Section 5. INDEMNIFICATION AND PROFESSIONAL'S RESPONSIBILITIES.**

**5.1 General Requirement.** Professional shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Professional or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Professional shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Professional or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Professional to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Professional from liability under this

indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Professional acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

**5.2 PERS Indemnification.** In the event that Professional or any employee, agent, or subcontractor of Professional providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Professional shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Professional or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

**5.3 Design Professionals.** Notwithstanding Sections 5.1 and 5.2, to the extent that the services under this Agreement include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Professional's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

## **Section 6. STATUS OF PROFESSIONAL.**

**6.1 Independent Contractor.** At all times during the term of this Agreement, Professional shall be an independent contractor as defined in Labor Code Section 3353, and shall not be an employee of City. Nothing contained in this Agreement shall be construed to be inconsistent with the foregoing relationship or status. City shall have the right to control Professional only insofar as the results of Professional's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Professional accomplishes services rendered pursuant to this Agreement. Professional shall have no power or authority by this Agreement to bind the City in any respect. All employees and agents hired or retained by Professional are employees and agents of Professional and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Professional by any such employees or agents, or any other person resulting from performance of this Agreement.

Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Professional and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits. Professional shall not allow any employee to become eligible for a claim for PERS benefits.

- 6.2 **Professional Not an Agent.** Except as City may specify in writing, Professional shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS.**

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Professional and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Professional's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Professional and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Professional represents and warrants to City that Professional and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Professional represents and warrants to City that Professional and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Professional and any subcontractors shall obtain and maintain valid Business Licenses from City during the term of this Agreement.
- 7.5 **Nondiscrimination and Equal Opportunity.** Professional shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Professional under this Agreement. Professional shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Professional thereby.

Professional shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION.**

**8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Professional.

Professional may cancel this Agreement upon thirty (30) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Professional shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Professional delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Professional or prepared by or for Professional or the City in connection with this Agreement.

**8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Professional understands and agrees that, if City grants such an extension, City shall have no obligation to provide Professional with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Professional for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

**8.4 Assignment and Subcontracting.** City and Professional recognize and agree that this Agreement contemplates personal performance by Professional and is based upon a determination of Professional's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Professional. Professional may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Professional shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

**8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Professional shall survive the termination of this Agreement.

**8.6 Options upon Breach by Professional.** If Professional materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

**8.6.1** Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Professional pursuant to this Agreement;
- 8.6.3 Retain a different Professional to complete the work described in Exhibit A and Exhibit B not finished by Professional; or
- 8.6.4 Charge Professional the difference between the cost to complete the work described in Exhibit A and Exhibit B that is unfinished at the time of breach and the amount that City would have paid Professional pursuant to Section 2 if Professional had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS.**

- 9.1 **Records Created as Part of Professional's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Professional prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Professional hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Professional agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 **Professional's Books and Records.** Professional shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Professional pursuant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Professional to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

**Section 10 MISCELLANEOUS PROVISIONS.**

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Merced or in the United States District Court for the Eastern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Professional shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Professional may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Professional in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Professional shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Professional hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Professional was an employee, agent, appointee, or official of the City in the previous twelve months, Professional warrants that it did not participate in any manner in the forming of this Agreement. Professional understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Professional will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Professional will be required to reimburse the City for any sums paid to the Professional. Professional understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Professional agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by the City of Livingston ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

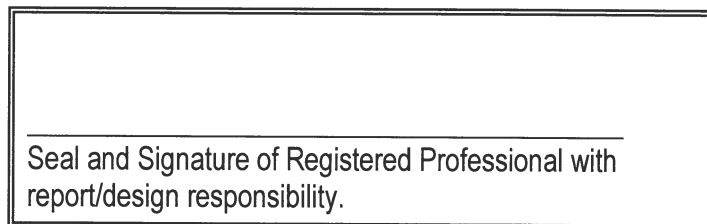
- 10.10 Notices.** Any written notice to Professional shall be sent to:

Mintier Harnish Planning Consultants  
Attn: Jim Harnish, JD, Principal/Owner  
1415 20<sup>th</sup> Street  
Sacramento, CA 95811

Any written notice to City shall be sent to:

Jose Antonio Ramirez, City Manager  
City of Livingston  
1416 C Street  
Livingston, CA 95334

- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator or when required by law, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, and the compensation schedule attached hereto and incorporated herein as Exhibit B, represents the entire and integrated agreement between City and Professional and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 10.13 IRS Form W-9.** Professional shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first set forth above, which date shall be considered by the Parties to be the effective date of this Agreement.

CITY OF LIVINGSTON

MINTIER HARNISH  
PLANNING CONSULTANTS

\_\_\_\_\_  
**Jose Antonio Ramirez, City Manager**

\_\_\_\_\_  
**Jim Harnish, JD, Principal/Owner**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
**Monica Cisneros, Deputy, City Clerk**

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
**Jose M. Sanchez, City Attorney**

Date: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES**

# General Scope of Work

# 2

Updating a General Plan represents a unique opportunity for communities to define or refine their vision for the future, consider the implications of certain policies on their potential futures, and then create a framework that will help achieve the desired vision. In Livingston, this process will be driven by interested citizens, the Planning Commission, and the City Council. City staff will support the process through a broad range of actions, including technical and policy advice; facilitating community engagement; and managing and directing the work of the Consultants.

The role and responsibility of the Consultants is to assist the City with making their important decisions. It is not the Consultant's place to tell the City what is best for their future but to help provide the information to allow informed choices to be made. Our success, as your General Plan consultant, should be measured by how effective we are in facilitating an inclusive, comprehensive discussion of the important issues and helping the community reach an educated consensus on its vision, policies, and implementation strategy. Along the way, our broad experience, technical knowledge of what various futures might hold, and understanding about what ideas other communities have found effective can help the City make the best decisions to meet Livingston's projected needs and desired vision.

Technology and innovation are accelerating at an increasingly rapid pace. As the City embarks on the update of its General Plan, the key questions facing the City are: "What is our vision for the future, and how will we influence change to achieve that vision?" Based on our understanding of the City's expectations and needs for the General Plan Update, we have organized our approach around ten actions:

## 1 Collaborate

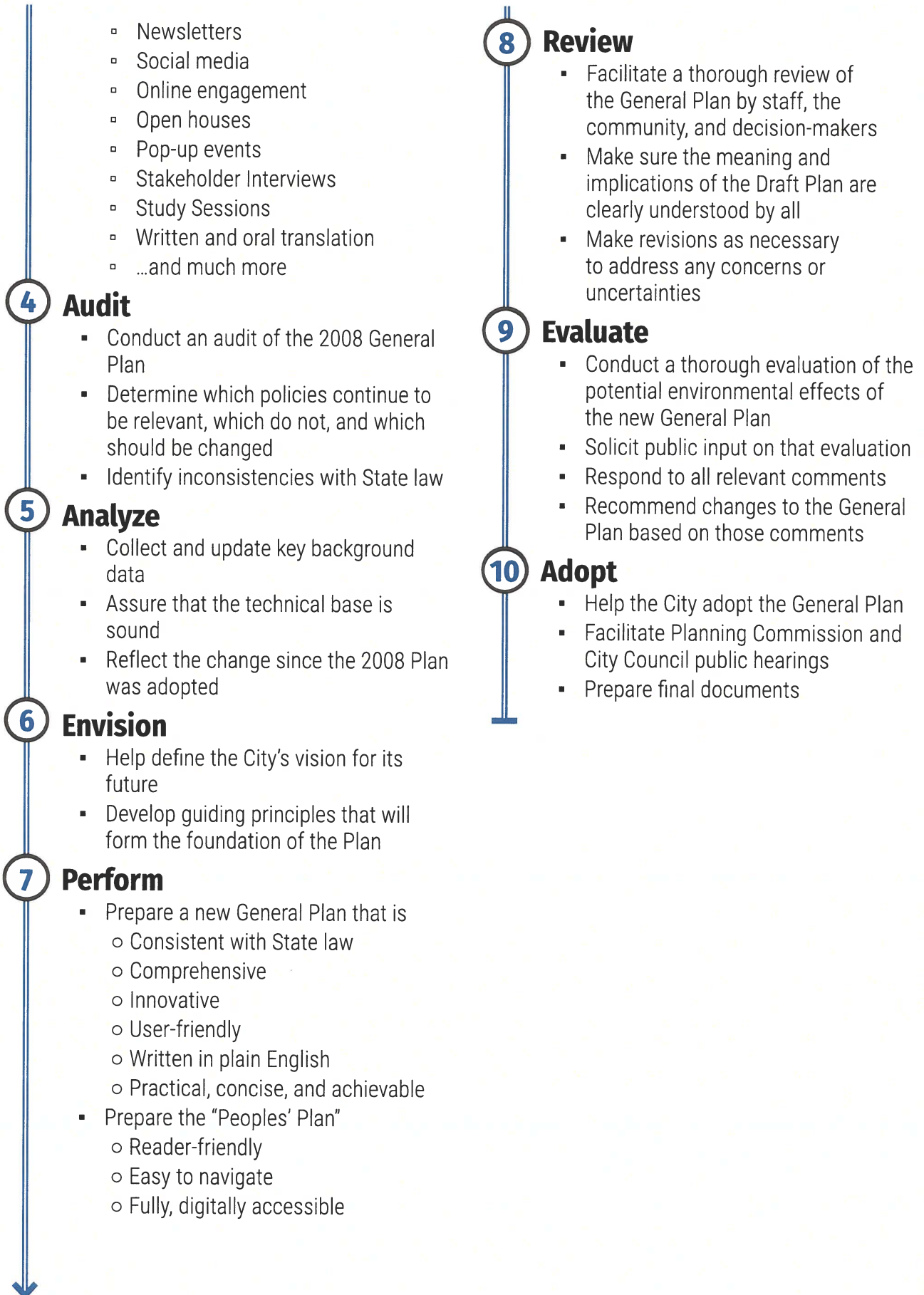
- Establish a collaborative working relationship between the Consultants, City staff, Planning Commission, City Council, stakeholders, and the community
- Help define and facilitate roles and responsibilities
- Maximize City staff participation
- Get direction regularly from the Planning Commission, and City Council
- Consult with other agencies and organizations
- Make sure everyone interested gets to fully participate.

## 2 Manage

- Prepare a detailed project scope of work and schedule
  - Meetings
  - Milestones
  - Products
- Project status reports
- Regular communication
- Complete the project on time and within budget

## 3 Engage

- Prepare a multi-faceted, proven community engagement program
- Customized program for Livingston's unique population
- Emphasize events where people gather
- Provide a full range of options:
  - Project website
  - Eblasts



**EXHIBIT B**  
**COMPENSATION SCHEDULE**

Livingston General Plan Update:  
TOTAL Cost Estimate (k12)

LIVINGSTON GENERAL PLAN UPDATE - TOTAL BUDGET		Minter/Harnish					TOTAL HOURS	TOTAL COST
PHASES/TASKS	Harnish Project Director	Rust Project Manager	Yang Deputy Project Manager	B. Gibbons Senior Planner	M. Gibbons/Est er Planner	.Admin./ Editor		
<b>PHASE 1: INITIATION</b>								
Task 1.1: Kick-Off Meeting and City Tour	8	12	12				32	\$6,140
Task 1.2: Develop Final Work Plan and Schedule	4	4	8				16	\$2,980
Task 1.3: Existing Conditions Information and Needs		4	4				18	\$2,770
<b>Subtotal</b>	<b>12</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>66</b>	<b>\$11,890</b>
<b>PHASE 2: GETTING STARTED</b>								
Task 2.1: Community Engagement	8	40	60	12	24	4	148	\$24,860
Task 2.2: Audit Existing General Plan		2	4			36	42	\$4,620
<b>Subtotal</b>	<b>8</b>	<b>42</b>	<b>64</b>	<b>12</b>	<b>24</b>	<b>40</b>	<b>190</b>	<b>\$29,480</b>
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>								
Task 3.1: Community Engagement	8	24	24		24		80	\$13,640
Task 3.2: Existing Conditions and Trends Workbook	8	24	60	12	60	8	172	\$26,920
Task 3.3: Story Maps		4	16		10		30	\$4,630
<b>Subtotal</b>	<b>16</b>	<b>52</b>	<b>100</b>	<b>12</b>	<b>94</b>	<b>8</b>	<b>282</b>	<b>\$45,190</b>
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>								
Task 4.1: Community Engagement		40	40	18	24		122	\$20,500
Task 4.2: Vision and Guiding Principles	4	12	30	2			48	\$8,320
<b>Subtotal</b>	<b>4</b>	<b>52</b>	<b>70</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>170</b>	<b>\$28,820</b>
<b>PHASE 5: EVALUATING ALTERNATIVES</b>								
Task 5.1: Community Engagement	4	24	60	12	24		124	\$20,320
Task 5.2: Land Use Alternative Concepts and Policy Option Topics		16	24	8	24		72	\$11,520
Task 5.3: Evaluate Growth Alternatives and Identify Policy Options	8	24	60	8	48		140	\$21,940
Task 5.4: Alternatives Report	8	12	40	8	80	8	156	\$23,440
Task 5.5: Preferred Alternative		8	12		16		36	\$5,620
<b>Subtotal</b>	<b>12</b>	<b>64</b>	<b>196</b>	<b>36</b>	<b>192</b>	<b>8</b>	<b>528</b>	<b>\$82,840</b>
<b>PHASE 6: PREPARING THE GENERAL PLAN</b>								
Task 6.1: Community Engagement	8	40	48	12	24		132	\$22,600
Task 6.2: General Plan Goals, Policies, and Programs	8	40	60	12	12		144	\$24,040
Task 6.3: Land Use and Circulation Diagrams		2	4		16		22	\$3,180
Task 6.4: General Plan Consultation and Referrals		2	8		24		10	\$1,640
<b>Subtotal</b>	<b>16</b>	<b>84</b>	<b>120</b>	<b>24</b>	<b>52</b>	<b>12</b>	<b>308</b>	<b>\$51,460</b>
<b>PHASE 7: ENVIRONMENTAL REVIEW</b>								
Task 7.1: Notice of Preparation and Scoping Meeting			2				2	\$400
Task 7.2: Draft Program EIR	8	40	36				84	\$15,460
Task 7.3: Draft EIR Public Comment Period							0	\$0
Task 7.4: Response to Comments	4	8	4				16	\$3,160
Task 7.5: Final EIR		4	2				6	\$1,110
<b>Subtotal</b>	<b>12</b>	<b>54</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>108</b>	<b>\$20,130</b>
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>								
Task 8.1: Planning Commission Hearings (2)	8	20	12		8		48	\$8,820
Task 8.2: City Council Hearings (3)	8	24	24		8		64	\$11,480
Task 8.3: Final General Plan Documents	4	12	12		20	8	60	\$9,380
<b>Subtotal</b>	<b>20</b>	<b>56</b>	<b>48</b>	<b>4</b>	<b>36</b>	<b>8</b>	<b>172</b>	<b>\$29,680</b>
<b>Project Management</b>								
<b>Subtotal</b>	<b>40</b>	<b>80</b>	<b>140</b>			<b>100</b>	<b>360</b>	<b>\$57,100</b>
<b>TOTAL</b>	<b>140</b>	<b>534</b>	<b>804</b>	<b>108</b>	<b>432</b>	<b>176</b>	<b>2,184</b>	
2019 Billing Rates (subject to change every January 1st)	\$235	\$200	\$155	\$170	\$135	\$100		
Labor Subtotals	\$32,900	\$104,800	\$124,620	\$18,360	\$58,320	\$17,600		\$356,600
Direct Expenses (e.g., printing, travel, online engagement, translation)								\$25,000
<b>TOTAL COST</b>								<b>\$381,600</b>

1) This represents a total cost based on the proposed scope of work.  
2) The distribution of hours between firms, staff categories and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Livingston General Plan Update:  
TOTAL Cost Estimate (tbl2)

LIVINGSTON GENERAL PLAN UPDATE - TOTAL BUDGET		Rincon										TOTAL HOURS	TOTAL COST
PHASES / TASKS	Dauton Principal II	Vonberg/Hansen Senior Super II	Maddux/Tsirtz Senior Prof I	Prof III	Technical Editor	GIS/CADD Specialist	Production Specialist	Clerical/Adm In.					
<b>PHASE 1: INITIATION</b>													
Task 1.1: Kick-Off Meeting and City Tour		8										8	\$1,400
Task 1.2: Develop Final Work Plan and Schedule												0	\$0
Task 1.3: Existing Conditions Information and Needs		0	8	0	0	0	0	0	0	0	0	8	\$1,400
<b>Subtotal</b>													
<b>PHASE 2: GETTING STARTED</b>													
Task 2.1: Community Engagement			0	0	0	0	0	0	0	0	0	0	\$0
Task 2.2: Audit Existing General Plan			0	0	0	0	0	0	0	0	0	0	\$0
<b>Subtotal</b>													
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>													
Task 3.1: Community Engagement			24	8	40	2	2	2	2	2	2	84	\$12,440
Task 3.2: Existing Conditions and Trends Workbook		4					4					4	\$500
Task 3.3: Story Maps		4	24	8	40	2	5	2	2	2	2	88	\$12,940
<b>Subtotal</b>													
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>													
Task 4.1: Community Engagement			0	0	0	0	0	0	0	0	0	0	\$0
Task 4.2: Vision and Guiding Principles			0	0	0	0	0	0	0	0	0	0	\$0
<b>Subtotal</b>													
<b>PHASE 5: EVALUATING ALTERNATIVES</b>													
Task 5.1: Community Engagement												0	\$0
Task 5.2: Land Use Alternative Concepts and Policy Option Topics			8	24	40	16	12	8	8	8	8	108	\$14,332
Task 5.3: Evaluate Growth Alternatives and Identify Policy Options												0	\$0
Task 5.4: Alternatives Report												0	\$0
Task 5.5: Preferred Alternative			8	24	40	16	12	8	8	8	8	108	\$14,332
<b>Subtotal</b>													
<b>PHASE 6: PREPARING THE GENERAL PLAN</b>													
Task 6.1: Community Engagement												0	\$0
Task 6.2: General Plan Goals, Policies, and Programs												0	\$0
Task 6.3: Land Use and Circulation Diagrams												0	\$0
Task 6.4: General Plan Consultation and Referrals			0	0	0	0	0	0	0	0	0	0	\$0
<b>Subtotal</b>													
<b>PHASE 7: ENVIRONMENTAL REVIEW</b>													
Task 7.1: Notice of Preparation and Scoping Meeting		1	10	40	8	2	2	2	2	2	2	23	\$3,430
Task 7.2: Draft Program EIR		28	60	40	360	16	24	14	8	8	8	550	\$77,044
Task 7.3: Draft EIR Public Comment Period			8	2	16	2	2	2	2	2	2	36	\$4,584
Task 7.4: Response to Comments		6	17	3	50	1	1	6	6	6	6	83	\$11,970
Task 7.5: Final EIR		2	8	2	12	2	2	2	2	2	2	28	\$4,160
<b>Subtotal</b>													
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>													
Task 8.1: Planning Commission Hearings (2)			8									8	\$1,400
Task 8.2: City Council Hearings (3)			8									8	\$1,400
Task 8.3: Final General Plan Documents			16	0	0	0	0	0	0	0	0	16	\$2,800
<b>Subtotal</b>													
<b>Project Management</b>		6	40									16	\$9,640
<b>Subtotal</b>													
<b>TOTAL</b>		47	199	77	536	34	49	24	46	46	46	1,002	
Total Hours		\$240	\$175	\$160	\$130	\$112	\$125	\$88	\$75	\$75	\$75		\$142,300
2019 Billing Rates (subject to change every January 1st)		\$11,280	\$34,825	\$12,320	\$68,380	\$3,808	\$6,125	\$2,112	\$3,450	\$3,450	\$3,450		\$13,150
Labor Subtotals													
Direct Expenses (e.g., printing, travel, online engagement, translation)													\$155,450
<b>TOTAL COST</b>													
<b>OPTIONAL TASKS (Costs not included in total)</b>													

1) This represents a total cost based on the proposed scope of work  
2) The distribution of hours between firms, staff categories and tasks are an estimate  
execution.

Livingston General Plan Update:  
TOTAL Cost Estimate (11/2)

LIVINGSTON GENERAL PLAN UPDATE - TOTAL BUDGET	GHD						TOTAL HOURS	TOTAL COST	GRAND TOTAL
	Dankowich Task Manager	Mullis Senior Planner	Ramirez Trans Eng	Singer Traffic Ops	Stovos Trans Planner	Thornton Trans Planner			
<b>PHASE 1: INITIATION</b>									
Task 1.1: Kick-Off Meeting and City Tour	8						8	\$2,000	\$9,540
Task 1.2: Develop Final Work Plan and Schedule							0	\$0	\$2,980
Task 1.3: Existing Conditions Information and Needs							0	\$0	\$2,770
<b>Subtotal</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$2,000</b>	<b>\$15,290</b>
<b>PHASE 2: GETTING STARTED</b>									
Task 2.1: Community Engagement							0	\$0	\$34,860
Task 2.2: Audit Existing General Plan							0	\$0	\$4,620
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$39,480</b>
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>									
Task 3.1: Community Engagement		8	4				12	\$1,960	\$15,600
Task 3.2: Existing Conditions and Trends Workbook	12	20	36	16	20	16	120	\$17,720	\$57,080
Task 3.3: Story Maps				16	20	16	0	\$0	\$5,130
<b>Subtotal</b>	<b>12</b>	<b>28</b>	<b>40</b>	<b>16</b>	<b>20</b>	<b>16</b>	<b>132</b>	<b>\$19,680</b>	<b>\$77,810</b>
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>									
Task 4.1: Community Engagement							0	\$0	\$20,500
Task 4.2: Vision and Guiding Principles							0	\$0	\$8,330
<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>	<b>\$28,830</b>
<b>PHASE 5: EVALUATING ALTERNATIVES</b>									
Task 5.1: Community Engagement							0	\$0	\$20,320
Task 5.2: Land Use Alternative Concepts and Policy Option Topics							0	\$0	\$11,520
Task 5.3: Evaluate Growth Alternatives and Identify Policy Options	6	8	36	24	20	12	106	\$14,700	\$50,972
Task 5.4: Alternatives Report							0	\$0	\$23,440
Task 5.5: Preferred Alternative							0	\$0	\$5,620
<b>Subtotal</b>	<b>6</b>	<b>8</b>	<b>36</b>	<b>24</b>	<b>20</b>	<b>12</b>	<b>106</b>	<b>\$14,700</b>	<b>\$111,872</b>
<b>PHASE 6: PREPARING THE GENERAL PLAN</b>									
Task 6.1: Community Engagement							0	\$0	\$22,600
Task 6.2: General Plan Goals, Policies, and Programs	9	12	12				33	\$5,910	\$29,950
Task 6.3: Land Use and Circulation Diagrams	2	8	20	8	24	24	62	\$8,580	\$11,760
Task 6.4: General Plan Consultation and Referrals							0	\$0	\$1,640
<b>Subtotal</b>	<b>11</b>	<b>20</b>	<b>32</b>	<b>8</b>	<b>24</b>	<b>24</b>	<b>95</b>	<b>\$14,490</b>	<b>\$65,950</b>
<b>PHASE 7: ENVIRONMENTAL REVIEW</b>									
Task 7.1: Notice of Preparation and Scoping Meeting							0	\$0	\$3,830
Task 7.2: Draft Program EIR	5	8	16	16	8	24	77	\$10,970	\$103,474
Task 7.3: Draft EIR Public Comment Period							0	\$0	\$4,584
Task 7.4: Response to Comments							0	\$0	\$15,130
Task 7.5: Final EIR	2	4	4				10	\$1,720	\$6,990
<b>Subtotal</b>	<b>7</b>	<b>12</b>	<b>20</b>	<b>16</b>	<b>8</b>	<b>24</b>	<b>87</b>	<b>\$12,690</b>	<b>\$134,008</b>
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>									
Task 8.1: Planning Commission Hearings (2)							0	\$0	\$10,220
Task 8.2: City Council Hearings (3)	2	4	4				8	\$1,720	\$14,600
Task 8.3: Final General Plan Documents							0	\$0	\$9,380
<b>Subtotal</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>\$1,720</b>	<b>\$34,200</b>
<b>Project Management</b>									
<b>Subtotal</b>	<b>10</b>	<b>16</b>						<b>\$5,460</b>	<b>\$72,200</b>
<b>TOTAL</b>	<b>56</b>	<b>88</b>	<b>132</b>	<b>64</b>	<b>48</b>	<b>76</b>	<b>436</b>		
Total Hours (subject to change every January 1st)	\$250	\$185	\$120	\$150	\$115	\$125			
Labor Subtotals	\$14,000	\$16,280	\$15,840	\$9,600	\$5,520	\$9,500			
Direct Expenses (e.g., printing, travel, online engagement, translation)									
<b>TOTAL COST</b>									<b>\$74,990</b>
<b>OPTIONAL TASKS (Costs not included in total)</b>									<b>\$611,540</b>

1) This represents a total cost based on the proposed scope of work  
2) The distribution of hours between firms, staff categories and tasks are an estimation.

**Livingston General Plan Update:  
FISCAL YEAR Cost Estimate (1)(2)**

**LIVINGSTON  
GENERAL PLAN UPDATE BUDGET - FISCAL YEAR BREAKDOWN**

FISCAL YEAR 2019-2020		FISCAL YEAR 2020-2021	
<b>PHASE 1: INITIATION</b>			
Task 1.1: Kick-Off Meeting and City Tour	\$9,540	Task 5.4: Alternatives Report	\$23,440
Task 1.2: Develop Final Work Plan and Schedule	\$2,980	Task 5.5: Preferred Alternative	\$5,620
Task 1.3: Existing Conditions Information and Needs	\$2,770	<b>PHASE 6: PREPARING THE GENERAL PLAN</b>	
<b>PHASE 2: GETTING STARTED</b>			
Task 2.1: Community Engagement	\$24,860	Task 6.1: Community Engagement	\$22,600
Task 2.2: Audit Existing General Plan	\$4,620	Task 6.2: General Plan Goals, Policies, and Programs	\$29,950
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>			
Task 3.1: Community Engagement	\$15,600	Task 6.3: Land Use and Circulation Diagrams	\$11,760
Task 3.2: Existing Conditions and Trends Workbook	\$57,080	Task 6.4: General Plan Consultation and Referrals	\$1,640
Task 3.3: Story Maps	\$5,130	<b>PHASE 7: ENVIRONMENTAL REVIEW*</b>	
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>			
Task 4.1: Community Engagement	\$20,500	Task 7.1: Notice of Preparation and Scoping Meeting	\$3,830
Task 4.2: Vision and Guiding Principles	\$8,330	Task 7.2: Draft Program EIR	\$103,474
<b>PHASE 5: EVALUATING ALTERNATIVES</b>			
Task 5.1: Community Engagement	\$20,320	Task 7.3: Draft EIR Public Comment Period	\$4,584
Task 5.2: Land Use Alternative Concepts and Policy Option Topics	\$11,520	Task 7.4: Response to Comments	\$15,130
Task 5.3: Evaluate Growth Alternatives and Identify Policy Options	\$50,972	Task 7.5: Final EIR	\$6,990
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>			
Project Management	\$36,100	Task 8.1: Planning Commission Hearings (2)	\$10,220
Direct Expenses	\$20,950	Task 8.2: City Council Hearings (3)	\$14,600
Direct Expenses	\$20,950	Task 8.3: Final General Plan Documents	\$9,380
<b>FISCAL YEAR 2019-2020 SUBTOTAL</b>			
	\$291,272	Project Management	\$36,100
		Direct Expenses	\$20,950
		Direct Expenses	\$20,950
		<b>FISCAL YEAR 2019-2020 SUBTOTAL</b>	
			\$320,268
<b>TOTAL COST</b>			<b>\$611,540</b>

1) This represents a total cost based on the proposed scope of work.  
 2) The distribution of hours between firms, staff categories and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.



Livingston General Plan Update:  
GENERAL PLAN ONLY Cost Estimate (1)(2)

LIVINGSTON GENERAL PLAN UPDATE - GENERAL PLAN BUDGET	Winter/Harnish						TOTAL HOURS	TOTAL COST
	Harnish Project Director	Rust Project Manager	Yang Deputy Project Manager	B. Gibbons Senior Planner	M. Gibbons/Lea ter Planner	Admin./ Editor		
<b>PHASE 1: INITIATION</b>								
Task 1.1: Kick-Off Meeting and City Tour	8	12	12				32	\$6,140
Task 1.2: Develop Final Work Plan and Schedule	4	4	8				16	\$2,980
Task 1.3: Existing Conditions Information and Needs		4	4				18	\$2,770
<b>Subtotal</b>	<b>12</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>10</b>	<b>0</b>	<b>66</b>	<b>\$11,890</b>
<b>PHASE 2: GETTING STARTED</b>								
Task 2.1: Community Engagement	8	40	60	12	24	4	148	\$24,860
Task 2.2: Audit Existing General Plan		2	4			36	42	\$4,620
<b>Subtotal</b>	<b>8</b>	<b>42</b>	<b>64</b>	<b>12</b>	<b>24</b>	<b>40</b>	<b>190</b>	<b>\$29,480</b>
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>								
Task 3.1: Community Engagement	8	24	24		24		80	\$13,640
Task 3.2: Existing Conditions and Trends Workbook	8	24	60	12	60	8	172	\$26,920
Task 3.3: Story Maps		4	16		10		30	\$4,630
<b>Subtotal</b>	<b>16</b>	<b>52</b>	<b>100</b>	<b>12</b>	<b>94</b>	<b>8</b>	<b>282</b>	<b>\$45,190</b>
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>								
Task 4.1: Community Engagement		40	40	18	24		122	\$20,500
Task 4.2: Vision and Guiding Principles	4	12	30	2		0	48	\$8,330
<b>Subtotal</b>	<b>4</b>	<b>52</b>	<b>70</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>170</b>	<b>\$28,830</b>
<b>PHASE 5: EVALUATING ALTERNATIVES</b>								
Task 5.1: Community Engagement	4	24	60	12	24		124	\$20,320
Task 5.2: Land Use Alternative Concepts and Policy Option Topics		16	24	8	24		72	\$11,520
Task 5.3: Evaluate Growth Alternatives and Identify Policy Options		24	60	8	48		140	\$21,940
Task 5.4: Alternatives Report	8	12	40	8	80	8	156	\$23,440
Task 5.5: Preferred Alternative		8	12		16		36	\$5,620
<b>Subtotal</b>	<b>12</b>	<b>84</b>	<b>196</b>	<b>36</b>	<b>192</b>	<b>8</b>	<b>528</b>	<b>\$82,840</b>
<b>PHASE 6: PREPARING THE GENERAL PLAN</b>								
Task 6.1: Community Engagement	8	40	48	12	24		132	\$22,600
Task 6.2: General Plan Goals, Policies, and Programs	8	40	60	12	12	12	144	\$24,040
Task 6.3: Land Use and Circulation Diagrams		2	4		16		22	\$3,180
Task 6.4: General Plan Consultation and Referrals		2	8				10	\$1,640
<b>Subtotal</b>	<b>16</b>	<b>84</b>	<b>120</b>	<b>24</b>	<b>52</b>	<b>12</b>	<b>308</b>	<b>\$51,460</b>
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>								
Task 8.1: Planning Commission Hearings (2)	8	20	12		8		48	\$8,820
Task 8.2: City Council Hearings (3)	8	24	24		8		64	\$11,480
Task 8.3: Final General Plan Documents	4	12	12	4	20	8	60	\$9,380
<b>Subtotal</b>	<b>20</b>	<b>56</b>	<b>48</b>	<b>4</b>	<b>36</b>	<b>8</b>	<b>172</b>	<b>\$29,680</b>
Project Management		80	140			100	360	\$57,100
<b>TOTAL</b>	<b>128</b>	<b>470</b>	<b>762</b>	<b>108</b>	<b>432</b>	<b>176</b>	<b>2,076</b>	
Total Hours								
2019 Billing Rates (subject to change every January 1st)	\$235	\$200	\$155	\$170	\$135	\$100		
Labor Subtotals	\$30,080	\$94,000	\$118,110	\$18,360	\$58,320	\$17,600		\$336,470
Direct Expenses (e.g., printing, travel, online engagement, translation)								\$25,000
<b>TOTAL COST</b>								<b>\$361,470</b>
<b>OPTIONAL TASKS (Costs not included in total)</b>								

1) This represents a total cost based on the proposed scope of work.  
2) The distribution of hours between firms, staff categories and tasks are an estimate. While the total costs will not change, the distribution of hours/costs may vary depending on actual execution.

Livingston General Plan Update:  
GENERAL PLAN ONLY Cost Estimate (4/12)

LIVINGSTON GENERAL PLAN UPDATE - GENERAL PLAN BUDGET		Rincon										TOTAL HOURS	TOTAL COST
PHASES / TASKS		Daulton Principal II	Vorberg/Hansen Senior Super II	Maddux/Trisart Senior Prof I	Prof III	Technical Editor	GIS/CADD Specialist	Production Specialist	Clerical/Adm In.				
<b>PHASE 1: INITIATION</b>													
Task 1.1:	Kick-Off Meeting and City Tour		8									8	\$1,400
Task 1.2:	Develop Final Work Plan and Schedule											0	\$0
Task 1.3:	Existing Conditions Information and Needs		8									8	\$1,400
<b>Subtotal</b>												0	\$0
<b>PHASE 2: GETTING STARTED</b>													
Task 2.1:	Community Engagement											0	\$0
Task 2.2:	Audit Existing General Plan		0									0	\$0
<b>Subtotal</b>												0	\$0
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>													
Task 3.1:	Community Engagement		24									24	\$12,440
Task 3.2:	Existing Conditions and Trends Workbook											4	\$500
Task 3.3:	Story Maps		24									24	\$12,940
<b>Subtotal</b>												0	\$0
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>													
Task 4.1:	Community Engagement											0	\$0
Task 4.2:	Vision and Guiding Principles		0									0	\$0
<b>Subtotal</b>												0	\$0
<b>PHASE 5: EVALUATING ALTERNATIVES</b>													
Task 5.1:	Community Engagement											0	\$0
Task 5.2:	Land Use Alternative Concepts and Policy Option Topics		8									8	\$14,332
Task 5.3:	Evaluate Growth Alternatives and Identify Policy Options											0	\$0
Task 5.4:	Alternatives Report		0									0	\$0
Task 5.5:	Preferred Alternative		8									8	\$14,332
<b>Subtotal</b>												0	\$0
<b>PHASE 6: PREPARING THE GENERAL PLAN</b>													
Task 6.1:	Community Engagement											0	\$0
Task 6.2:	General Plan Goals, Policies, and Programs											0	\$0
Task 6.3:	Land Use and Circulation Diagrams											0	\$0
Task 6.4:	General Plan Consultation and Referrals		0									0	\$0
<b>Subtotal</b>												0	\$0
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>													
Task 8.1:	Planning Commission Hearings (2)		8									8	\$1,400
Task 8.2:	City Council Hearings (3)		8									8	\$1,400
Task 8.3:	Final General Plan Documents		16									16	\$2,800
<b>Subtotal</b>												0	\$0
<b>Project Management</b>													
<b>TOTAL</b>			4	56	32	80	18	18	2	10	220		
2019 Billing Rates (subject to change every January 1st)		\$240	\$175	\$160	\$130	\$112	\$125	\$88	\$75	\$750			
Labor Subtotals		\$960	\$9,800	\$5,120	\$10,400	\$2,016	\$2,250	\$176	\$750				
Direct Expenses (e.g., printing, travel, online engagement, translation)													
<b>TOTAL COST</b>													\$44,622
<b>OPTIONAL TASKS (Costs not included in total)</b>													

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Livingston General Plan Update:  
GENERAL PLAN ONLY Cost Estimate (1/12)

LIVINGSTON GENERAL PLAN UPDATE - GENERAL PLAN BUDGET		GHD						TOTAL HOURS	TOTAL COST	GRAND TOTAL
PHASES / TASKS	Darkowitch Task Manager	Mills Senior Trans Planner	Ramirez Trans Eng	Stinger Traffic Ops	Shows Trans Planner	Thornton Trans Planner				
<b>PHASE 1: INITIATION</b>										
Task 1.1: Kick-Off Meeting and City Tour	8						8	\$2,000	\$9,540	
Task 1.2: Develop Final Work Plan and Schedule							0	\$0	\$2,980	
Task 1.3: Existing Conditions Information and Needs	8	0	0	0	0	0	8	\$2,000	\$15,290	
<b>Subtotal</b>										
<b>PHASE 2: GETTING STARTED</b>										
Task 2.1: Community Engagement							0	\$0	\$24,860	
Task 2.2: Audit Existing General Plan	0	0	0	0	0	0	0	\$0	\$4,620	
<b>Subtotal</b>									\$29,480	
<b>PHASE 3: EXISTING CONDITIONS AND TRENDS</b>										
Task 3.1: Community Engagement		8	4				12	\$1,960	\$15,600	
Task 3.2: Existing Conditions and Trends Workbook	12	20	36	16	20	16	120	\$17,720	\$57,080	
Task 3.3: Story Maps							0	\$0	\$5,130	
<b>Subtotal</b>	12	28	40	16	20	16	132	\$19,680	\$77,810	
<b>PHASE 4: COMMUNITY VISION AND GUIDING PRINCIPLES</b>										
Task 4.1: Community Engagement							0	\$0	\$20,500	
Task 4.2: Vision and Guiding Principles	0	0	0	0	0	0	0	\$0	\$8,330	
<b>Subtotal</b>									\$28,830	
<b>PHASE 5: EVALUATING ALTERNATIVES</b>										
Task 5.1: Community Engagement							0	\$0	\$20,320	
Task 5.2: Land Use Alternative Concepts and Policy Option Topics							0	\$0	\$11,520	
Task 5.3: Evaluate Growth Alternatives and Identify Policy Options	6	8	36	24	20	12	106	\$14,700	\$50,972	
Task 5.4: Alternatives Report							0	\$0	\$23,440	
Task 5.5: Preferred Alternative							0	\$0	\$5,620	
<b>Subtotal</b>	6	8	36	24	20	12	106	\$14,700	\$111,872	
<b>PHASE 6: PREPARING THE GENERAL PLAN</b>										
Task 6.1: Community Engagement							0	\$0	\$22,600	
Task 6.2: General Plan Goals, Policies, and Programs	9	12	12				33	\$5,910	\$29,950	
Task 6.3: Land Use and Circulation Diagrams	2	8	20	8		24	62	\$8,580	\$11,760	
Task 6.4: General Plan Consultation and Referrals							0	\$0	\$1,640	
<b>Subtotal</b>	11	20	32	8	0	24	95	\$14,490	\$65,950	
<b>PHASE 8: PUBLIC REVIEW, FINAL DOCUMENTS, AND ADOPTION</b>										
Task 8.1: Planning Commission Hearings (2)							0	\$0	\$10,220	
Task 8.2: City Council Hearings (3)	2	4	4				8	\$1,720	\$14,600	
Task 8.3: Final General Plan Documents	2	4	4	0	0	0	8	\$1,720	\$9,380	
<b>Subtotal</b>	4	8	8	0	0	0	16	\$3,440	\$34,200	
Project Management									\$52,560	
<b>Subtotal</b>	10	16							\$52,560	
<b>TOTAL</b>										
Total Hours	49	76	112	48	40	52	349			
2019 Billing Rates (subject to change every January 1st)	\$250	\$185	\$120	\$150	\$115	\$125				
Labor Subtotals	\$12,250	\$14,060	\$13,440	\$7,200	\$4,600	\$6,500			\$425,992	
Direct Expenses (e.g., printing, travel, online engagement, translation)									\$3,750	
<b>TOTAL COST</b>									\$61,800	
<b>OPTIONAL TASKS (Costs not included in total)</b>										

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LIVINGSTON GENERAL PLAN UPDATE - EIR BUDGET		Minter Harnish						TOTAL HOURS	TOTAL COST
PHASES / TASKS		Harnish Project Director	Rust Project Manager	Yang Deputy Project Manager	B. Gibbons Senior Planner	M. Gibbons/Lest er Planner	Admin. / Editor		
<b>PHASE 7: ENVIRONMENTAL REVIEW</b>									
Task 7.1: Notice of Preparation and Scoping Meeting			2					2	\$400
Task 7.2: Draft Program EIR		8	40	36				84	\$15,460
Task 7.3: Draft EIR Public Comment Period								0	\$0
Task 7.4: Response to Comments		4	8	4				16	\$3,160
Task 7.5: Final EIR			4	2				6	\$1,110
<b>Subtotal</b>		<b>12</b>	<b>54</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>108</b>	<b>\$20,130</b>
Project Management								0	\$0
<b>Subtotal</b>									
<b>TOTAL</b>									
Total Hours		12	54	42	0	0	0	108	
2019 Billing Rates (subject to change every January 1st)		\$235	\$200	\$155	\$170	\$135	\$100		\$20,130
Labor Subtotals		\$2,820	\$10,800	\$6,510	\$0	\$0	\$0		
Direct Expenses (e.g., printing, travel, online engagement, translation)									
<b>TOTAL COST</b>									<b>\$20,130</b>
<b>OPTIONAL TASKS (Costs not included in total)</b>									

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Livingston General Plan Update:  
EIR ONLY Cost Estimate (1/12)

LIVINGSTON GENERAL PLAN UPDATE - EIR BUDGET		Rincon										TOTAL HOURS	TOTAL COST	
PHASES / TASKS		Daulton Principal II	Vonberg/Hansen Senior Super II	Maddux/Tripart Senior Prof I	Prof III	Technical Editor	GIS/CADD Specialist	Production Specialist	Clerical/Adm In.					
<b>PHASE 7: ENVIRONMENTAL REVIEW</b>														
Task 7.1: Notice of Preparation and Scoping Meeting		1	10		8							2	23	\$3,430
Task 7.2: Draft Program EIR		28	60	40	360	16	24	14	8			8	550	\$77,044
Task 7.3: Draft EIR Public Comment Period			8		16		2	8	2			2	36	\$4,584
Task 7.4: Response to Comments		6	17	3	50		1	1	6			6	83	\$11,970
Task 7.5: Final EIR		2	8	2	12		2	2	2			2	28	\$4,160
<b>Subtotal</b>		<b>37</b>	<b>103</b>	<b>45</b>	<b>446</b>	<b>16</b>	<b>31</b>	<b>22</b>	<b>20</b>			<b>20</b>	<b>720</b>	<b>\$101,188</b>
Project Management														
<b>Subtotal</b>		<b>6</b>	<b>40</b>						<b>16</b>			<b>16</b>	<b>62</b>	<b>\$9,640</b>
<b>TOTAL</b>		<b>43</b>	<b>143</b>	<b>45</b>	<b>446</b>	<b>16</b>	<b>31</b>	<b>22</b>	<b>36</b>			<b>36</b>	<b>782</b>	
Total Hours		43	143	45	446	16	31	22	36			36	782	
2019 Billing Rates (subject to change every January 1st)		\$240	\$175	\$160	\$130	\$112	\$125	\$88	\$75			\$75		
Labor Subtotals		\$10,320	\$25,025	\$7,200	\$57,980	\$1,792	\$3,875	\$1,936	\$2,700			\$2,700		\$110,828
Direct Expenses (e.g., printing, travel, online engagement, translation)														\$13,150
<b>TOTAL COST</b>														<b>\$123,978</b>
<b>OPTIONAL TASKS (Costs not included in total)</b>														

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Livingston General Plan Update:  
EIR ONLY Cost Estimate (1/12)

LIVINGSTON GENERAL PLAN UPDATE - EIR BUDGET		GHD						TOTAL HOURS	TOTAL COST	GRAND TOTAL
PHASES / TASKS		Damkovich Task Manager	Mills Senior Trans Planner	Ramirez Trans Eng	Singer Traffic Ops	Shows Trans Planner	Thornton Trans Planner			
<b>PHASE 7: ENVIRONMENTAL REVIEW</b>										
Task 7.1: Notice of Preparation and Scoping Meeting								0	\$0	\$3,830
Task 7.2: Draft Program EIR		5	8	16	16	8	24	77	\$10,970	\$103,474
Task 7.3: Draft EIR Public Comment Period								0	\$0	\$4,584
Task 7.4: Response to Comments		2	4	4			24	10	\$1,720	\$15,130
Task 7.5: Final EIR		7	12	20	16	8	24	87	\$12,690	\$134,008
<b>Subtotal</b>										
Project Management									\$0	\$9,640
<b>TOTAL</b>										
Total Hours		7	12	20	16	8	24	87		
2019 Billing Rates (subject to change every January 1st)		\$250	\$185	\$120	\$150	\$115	\$125			
Labor Subtotals		\$1,750	\$2,220	\$2,400	\$2,400	\$920	\$3,000		\$12,690	\$143,648
Direct Expenses (e.g., printing, travel, online engagement, translation)										\$13,150
<b>TOTAL COST</b>									\$12,690	\$156,798
<b>OPTIONAL TASKS (Costs not included in total)</b>										

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