

# CITY COUNCIL SPECIAL AND REGULAR MEETING AGENDA DECEMBER 5, 2023

**SPECIAL MEETING:** 

6:00 P.M. - 7:00 P.M

**REGULAR MEETING:** 

7:00 P.M.

WE ENCOURAGE ALL MEMBERS OF THE PUBLIC TO PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (520) 525-8911. ANY MEMBER OF THE PUBLIC PARTICIPATING VIA TELECONFERENCE WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

ADDITIONALLY, THE REGULAR MEETING WILL BE STREAMED ON YOUTUBE LIVE <a href="https://www.youtube.com/channel/UCB">https://www.youtube.com/channel/UCB</a> ZmQZIHELh-ECEPZ2VwZg

Notice is hereby given that the City Council will hold a Special and Regular Meeting on December 5, 2023, at the City Council Chambers, 663 Main Street, Livingston, California. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation 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 by email if requested. Public comments can be submitted via emailed at <a href="mailto:citycouncil@livingstoncity.com">citycouncil@livingstoncity.com</a>. Comments must be received by 2:00 p.m. on the day of the City Council meeting in order for them to be distributed to the Council prior to consideration of the matter. You will need to provide: Meeting date, item number, name, email and comment (please limit to 300 words or 3 minutes). Please include: PUBLIC COMMENT in the subject for the email. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt by 4:00 p.m., please call the City Clerk's Office at (209) 394-8041, Ext. 121 (Note: This technology is not a guaranteed method).

## **SPECIAL MEETING**

- 1. Call to Order
- 2. Roll Call
- 3. Pledge of Allegiance.
- 4. Moment of Silence First Responders and Military Members.
- 5. Citizen Comments

#### **CLOSED SESSION**

A "Closed" or "Executive" Session of the City Council or the Successor Agency to the Redevelopment Agency of the City of Livingston may be held in accordance with state law which may include, but is not limited to, the following types of items: personnel matters, labor negotiations, security matters, providing instructions to real property negotiators, conference with legal counsel regarding pending litigation. The Closed Session will be held in the City Council Chambers located at 663 Main Street, Livingston, California. Any public comment on Closed Session items will be taken before the Closed Session. Any required announcements or discussion of Closed Session items or actions following the Closed Session will be made in the City Council Chambers, 633 Main Street, Livingston, California.

- Conference with Legal Counsel regarding commencing litigation. Pursuant to Government Code Section 54956.9. Case: One (1).
- Conference with Legal Counsel Anticipated Litigation Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d): One (1) matter

# **REGULAR MEETING**

#### **CALL TO ORDER**

Pledge of Allegiance.

Moment of Silence - First Responders and Military Members.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

2

Next Resolution No.: 2023-79 Next Ordinance No.: 652

#### CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item NOT 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.

#### ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

• Robert Wynne, Fire Apparatus Engineer – Fire Department Update.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

#### Jatinder Mann

- City Council Alternate Liaison Parks, Recreation and Arts Commission Jatinder Mann
- Merced Integrated Regional Water Management Plan (MIRWMA) Jatinder Mann, Representative and Jason Roth, Alternate Representative.
- Central Valley Division League of California Cities Maria Soto, Representative and Jatinder Mann, Alternate.

#### **Jason Roth**

- City Council Liaison Livingston Planning Commission Jason Roth
- Special City Selection Committee of the San Joaquin Valley Air Pollution Control Board Jason Roth, Representative and Gurpal Samra, Alternative.
- Merced Integrated Regional Water Management Plan (MIRWMA) Jatinder Mann,
   Representative and Jason Roth, Alternate Representative.

#### Maria Soto

- Merced County Local Agency Formation Commission (LAFCO) Maria Soto, Representative.
- Central Valley Division League of California Cities Maria Soto, Representative and Jason Roth, Alternate.

#### Gurpal Samra

Merced County Mosquito Abatement District Board of Directors – Gurpal Samra,
 Representative and Jason Roth, Alternate.

#### Jose Moran

- Merced County Association of Governments (MCAG) Governing Board Jose Moran,
   Representative and Gurpal Samra, Alternate.
- City Council Liaison Parks, Recreation and Arts Commission Jose Moran.
- Utility Stakeholders Committee Jose Moran and Gurpal Samra.

#### 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 a member of the public, the City Manager or City Council Member. There will be no separate discussion of these items unless members of the public, City Council or City Manager request that specific items be removed. Public comment on consent agenda items shall be limited to three (3) minutes per-person regardless of the number of items contained within the consent agenda.

- RATIFY CHECK WARRANTS
   Ratify Warrant Register Dated November 22, 2023.
- 2. City Treasurer's Investment Report for the Month Ending October 31, 2023.
- Consideration of a Resolution Authorizing Submittal of Individual Grant Applications to CalRecycle for All Grant Programs for Which the City of Livingston is Eligible and Authorizing the Interim City Manager to Execute all Required Documents: Staff Recommendation: Approve Resolution.
- 4. Consideration of a Resolution Accepting the Proposals From Calgon Carbon Corporation for the Replacement of Granulated Activated Carbon Media at Well No. 8 and Well No. 16 and Making Findings Supporting that the Procurement for these Materials and Services is Exempt from Competitive Bidding Requirements. Staff Recommendation: Approve Resolution.
- 5. Consideration of a Resolution Accepting the Fire Department Inspection Report in Compliance with Senate Bill 1205. Staff Recommendation: Approve Resolution.

#### **PUBLIC HEARINGS**

- 6. Consideration of an Ordinance of the City Council of the City of Livingston Amending Chapter 7, of Title 1, Establishing Section 1-7-6 City Clerk Responsibilities and Section 1-7-7 Deputy City Clerk Responsibilities. Staff Recommendation: Waive the First Reading of the Ordinance by Title Only, Open the Public Hearing, Close the Public Hearing and Approve the Ordinance as Presented.
- 7. Consideration of a Resolution Declaring Its Intention to Annex Territory to a Community Facilities District and to Authorize the Levy of Special Taxes Therein, The City of Livingston Community Facilities District No. 2017-1 (Public Services) Annexation No. 3. Open the Public Hearing, Close the Public Hearing and Approve the Resolution as Presented.

#### DISCUSSION AND POTENTIAL ACTION ITEMS

- 8. Consideration of a Resolution 1) Select the Desired SB-1383-Compliant Two Cart or Three Cart Collection System; and 2) Authorize the Interim City Manager to Negotiate a Franchise Agreement for Solid Waste, Recyclable Materials, and Organic Waste Collection Services with Gilton Solid Waste Management Inc.; and 3) Approve an Amendment to the Agreement with Gilton Solid Waste Inc. For an Additional Two (2) Months While Negotiating the Final Franchise Agreement; and 4) Authorize the Interim City Manager to Negotiate Minor Adjustments to the Contract Extension in Accordance with Legal Concurrence. Staff Recommendation: Approve Resolution.
- 9. Discussion and Direction Regarding Municipal Code Section 3-2-8 Restaurant on Wheels.

#### COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

#### ADJOURNMENT

### STAFF REPORT



AGENDA ITEM:

Warrant Register November 22, 2023

**MEETING DATE:** 

December 5, 2023

PREPARED BY:

Nancy Fuentes, Accounting Technician

**REVIEWED BY:** 

Christopher Lopez, Interim City Manager

#### **RECOMMENDATION:**

Ratify the warrant register dated November 22, 2023

#### **DISCUSSION:**

Government Code sections 37208(b) and 37209 provide that accounts payable warrants or checks drawn in payment of demands certified or approved by the finance director as conforming to a budget approved by ordinance or resolution of the legislative body need not be audited by the legislative body prior to payment.

In addition, Government Code section 37208(a) provides that payroll warrants or checks need not be audited by the legislative body prior to payment. Payrolls shall be presented to the legislative body for ratification and approval at the first meeting after delivery of the payroll warrants or checks. The sum total of any payroll checks issued within the week prior to the date of the check register is also noted on the accompanying check register.

The following checks have been certified to be in accordance with the City's approved budget. The checks have been issued and the check register is presented to the City Council for ratification:

#### October 24 - November 22, 2023

GENERAL WARRANTS\$	1,295,776.47	10040-10201
PAYROLL/WIRE WARRANTS\$	512,653.16	2617-2952
TOTAL WARRANTS\$	1,808,429.63	

#### **ATTACHMENTS:**

Warrant Register (detailed by date and check number)

# Accounts Payable

# Checks by Date - Detail by Check Date

User:

evalencia

Printed:

11/30/2023 9:00 AM



# City of Livingston 1416 C Street Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amour
	Invoice No	Description	Reference	
10040	250	Alhambra	11/01/2023	
	14654651 10152	Drinking water for Fire Dept		52.9
	14654651 101523	Drinking water for City Hall		191.8
			Total for Check Number 10040:	244.7
10041	1307	Amazon Capital Services	11/01/2023	
	11V1-3MMC-3XL3	Drill bits to use at shop for all pw dept	1110112025	10.5
	11V1-3MMC-3XL3	Drill bits to use at shop for all pw dept		18.3
	11V1-3MMC-3XL3	Drill bits to use at shop for all pw dept		18.3
	11V1-3MMC-3XL3	Drill bits to use at shop for all pw dept		18.3
	11V1-3MMC-3XL3	Drill bits to use at shop for all pw dept		18.3
	13QW-TTJX-CK1G	Trailer Jack handle replacement E-11-6	7 for all r	18.3
	13QW-TTJX-CK1G	Trailer Jack handle replacement E-11-6		5.8
	13QW-TTJX-CK1G	Trailer Jack handle replacement E-11-6		5.7
	13QW-TTJX-CK1G	Trailer Jack handle replacement E-11-6		5.8
	13QW-TTJX-CK1G	Trailer Jack handle replacement E-11-6		5.8
	16JP-3XLX-HTWV	Paint refinishing supplies for Janitorial		5.8
	16JP-3XLX-HTWV			1.0
	16JP-3XLX-HTWV	Paint refinishing supplies for Janitorial		10.7
	16JP-3XLX-HTWV	Paint refinishing supplies for Janitorial		4.3
	16JP-3XLX-HTWV	Paint refinishing supplies for Janitorial		4.5
	1GHJ-VQHH-DQRV	Paint refinishing supplies for Janitorial Scanner for Cindys Desk	venicie #	1.0
	1GHJ-VQHH-DQRV	Scanner for Cindys Desk		756.1
	1GHJ-VQHH-DQRV			206.2
	1GHJ-VQHH-DQRV	Scanner for Cindys Desk		206.2
	response subfigure medificación	Scanner for Cindys Desk		206.2
	1P4H-G4RM-MD9W	Safety equipment gloves & vests for all		10.7
	1P4H-G4RM-MD9W	Safety equipment gloves & vests for all		10.7
	1P4H-G4RM-MD9W	Safety equipment gloves & vests for all		10.7
	1P4H-G4RM-MD9W	Safety equipment gloves & vests for all		10.7
	1P4H-G4RM-MD9W	Safety equipment gloves & vests for all	pw depai	10.7
	1RH4-3L7N-PN1R	Large nitrile gloves for PW Dept		11.8
	1RH4-3L7N-PN1R	Large nitrile gloves for PW Dept		11.9
	1RH4-3L7N-PN1R	Large nitrile gloves for PW Dept		11.9
	1RH4-3L7N-PN1R	Large nitrile gloves for PW Dept		11.8
	1RH4-3L7N-PN1R	Large nitrile gloves for PW Dept		11.8
	1TQF-TG69-FW1H	Added LED lights for Jose Works Truck		73.1
	1TQF-TG69-FW1H	Added LED lights for Jose Works Truck	: 1525	73.1
	1XNN-QMWP-M7GL			6.3
	1XNN-QMWP-M7GL			6.3
	1XNN-QMWP-M7GL			6.3
	1XNN-QMWP-M7GL	Zip ties for PW Dept		6.3
	1XNN-QMWP-M7GL			6.3
	1XNX-CMXN-HP3Q	Webcam for Cindy & Happy		62.7
			Total for Check Number 10041:	1,870.5
10042	193	BSK Associates	11/01/2023	
	AG23784	BOD R-4 Pick up sampling TDS TSS		249.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	AG23904	HPC 48H Quanti Tray 51 Total Coliform & E-C	CC .	898.00
	AG24087	Nitrate-N & TCP Low level		2,322.00
	AG24249	Quanti Tray 2000 Total Coliform & E Coli & R	-	322.00
	AG24315	Arsenic Ca DW ICPMS Manganese CA DWICE	•	258.00
			Total for Check Number 10042:	4,049.00
10043	1100	CAL FIRE	11/01/2023	
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
	1535569	Mt. Bullion Crew Clean up June 2023		283.85
			Total for Check Number 10043:	2,270.80
10044	320	California Building Standards Commission	11/01/2023	
	2023-001	CA Building Standard Commission Fees from J	u	127.80
			Total for Check Number 10044:	127.80
10045	914	Cintas Corporation No. 2	11/01/2023	
	5179912505	First Aid Supplies for City Hall		61.02
	5179912581	First Aid Supplies for City Hall		46.71
			Total for Check Number 10045:	107.73
10046	1371	Fermin Covarrubias	11/01/2023	
	2023-001	Facility Rental Deposit Refund- Walnut Center	1	150.00
			Total for Check Number 10046:	150.00
10047	787	Custom Weed Control Inc.	11/01/2023	
	7026	Service Rendered -Herbicide application Octob		0.26
	7026	Service Rendered -Herbicide application Octob	el	1.53
	7026	Service Rendered -Herbicide application Octob	ei	2.49
	7026	Service Rendered -Herbicide application Octob	e)	3.75
	7026	Service Rendered -Herbicide application Octob	ei	2.20
	7026	Service Rendered -Herbicide application Octob	eı	100.00
	7026	Service Rendered -Herbicide application Octob		13.64
	7026	Service Rendered -Herbicide application Octob		7.61
	7026	Service Rendered -Herbicide application Octob	e <sub>1</sub>	3.22
	7026	Service Rendered -Herbicide application Octob		9.11
	7026	Service Rendered -Herbicide application Octob		100.00
	7026	Service Rendered -Herbicide application Octob		0.37
	7026	Service Rendered -Herbicide application Octob		0.92
	7026	Service Rendered -Herbicide application Octob		3.94
	7026	Service Rendered -Herbicide application Octob		3.41
	7026	Service Rendered -Herbicide application Octob		5.08
	7026	Service Rendered -Herbicide application Octob		0.88
	7026	Service Rendered -Herbicide application Octob		5.16
	7026	Service Rendered -Herbicide application Octob		0.07
	7026	Service Rendered -Herbicide application Octob		100.00
	7026	Service Rendered -Herbicide application Octob		5.78
	7026	Service Rendered -Herbicide application Octob		0.60
	7026	Service Rendered -Herbicide application Octob		2.35
	7026	Service Rendered -Herbicide application Octob		0.31
	7026	Service Rendered -Herbicide application Octob	CI	19.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference		Check Amount
	7026	Service Rendered -Herbicide application October			3.68
	7026	Service Rendered -Herbicide application October			0.18
	7026	Service Rendered -Herbicide application October			2.76
	7026	Service Rendered -Herbicide application Octobe	21		1.15
			Total for Check Number 10047:	_	400.00
10048	321 2023-001	Department of Conservation Division of A	d 11/01/2023		
	2023-001	SMI Building Fees for Quarter July-Sept 2023		_	461.52
			Total for Check Number 10048:		461.52
10049	319	Division of The State Architect	11/01/2023		
	2023-001	Disability Access and Education for July-Sept 2	C		33.20
			Total for Check Number 10049:	_	33.20
10050	1233	FE Supply Company	11/01/2023		
10000	729	36" Forcible Entry Door Stand Alone + Accessor			9,936.93
				90- 97-	
10051	260		Total for Check Number 10050:		9,936.93
10051	260	First Communications, LLC	11/01/2023		
	125896520	Fire Dept Long Distance Phone Service 10/2023			17.58
			Total for Check Number 10051:	100	17.58
10052	188	Frontier	11/01/2023		
	2093942067	Child Development Phone Service 10/15/2023-1			66.13
	2093943954	Senior Center Phone Service 10/15/2023-11/14/			72.78
	2093947919	Fire Dept Phone Service 10/15/2023-11/14/2023			161.49
			Total for Check Number 10052:		300.40
10053	819	Great West Equipment, Inc.	11/01/2023		
	23608	Measue "V" 2023 slurry seal project. Replace of			1,235.52
			Total for Check Number 10053:		1,235.52
10054	267	Hoffman Security	11/01/2023		
	644514	Daycare center alarm system 11/01/2023-11/30/2			143.00
	644515	Museum Alarm system 11/01/2023-11/30/2023			50.95
		2	Total for Check Number 10054:	-	193.95
10055	501	Hunt & Sons, Inc.	11/01/2022		
10000	639788	Fuel & Diesel 10/03/2023	11/01/2023		
	639788	Fuel & Diesel 10/03/2023			27.98
	639788	Fuel & Diesel 10/03/2023			5.62
	639788	Fuel & Diesel 10/03/2023			55.97
	639788	Fuel & Diesel 10/03/2023			123.55
	639788	Fuel & Diesel 10/03/2023			130.82 50.37
	639788	Fuel & Diesel 10/03/2023			584.86
	639788	Fuel & Diesel 10/03/2023			30.78
	639788	Fuel & Diesel 10/03/2023			27.98
	639788	Fuel & Diesel 10/03/2023			73.46
	639788	Fuel & Diesel 10/03/2023			12.59
	639788	Fuel & Diesel 10/03/2023			147.89
	639788	Fuel & Diesel 10/03/2023			15.39
	643604	Diesel 10/06/2023			13.19
	643604	Fuel 10/06/2023			51.29
	643604	Fuel 10/06/2023			25.65

Check No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	643604	Diesel 10/06/2023		23.9
	643604	Fuel 10/06/2023		11.5
	643604	Diesel 10/06/2023		105.8
	643604	Diesel 10/06/2023		126.7
	643604	Diesel 10/06/2023		43.1
	643604	Diesel 10/06/2023		10.7
	643604	Fuel 10/06/2023		67.3
	643604	Fuel 10/06/2023		5.1
	643604 643604	Diesel 10/06/2023		23.9
		Diesel 10/06/2023		62.9
	643604 643604	Diesel 10/06/2023		112.0
		Fuel 10/06/2023		46.1
	643604	Diesel 10/06/2023		4.8
	643604	Fuel 10/06/2023		25.6
	643604	Fuel 10/06/2023		119.9
	643604	Fuel 10/06/2023		14.1
	643604	Fuel 10/06/2023		536.0
	643604	Fuel 10/06/2023		135.5
	643604	Fuel 10/06/2023		28.2
	643604	Fuel 10/06/2023		113.2
	643604	Diesel 10/06/2023		501.1
	643604	Diesel 10/06/2023		47.9
	643604	Diesel 10/06/2023		26.3
			Total for Check Number 10055:	3,569.9
10056	388	Interstate Battery System of Fresno	11/01/2023	
	11054442	Battery for PO3 PD		164.6
			Total for Check Number 10056:	164.63
10057	471	JMP Office Technologies	11/01/2022	STATE OF
10057	INST383077	Neopost IN 3 Series Ink Cartridge	11/01/2023	79470-0
	INST383077	Neopost IN 3 Series Ink Cartridge		9.3
	INST383077	Neopost IN 3 Series Ink Cartridge		28.1
	INST383077	Neopost IN 3 Series Ink Cartridge		28.1
	INST383077	Neopost IN 3 Series Ink Cartridge		9.3
	INST383077	Neopost IN 3 Series Ink Cartridge		28.1
	INST383077	Neopost IN 3 Series Ink Cartridge		28.1
	INST383077	Neopost IN 3 Series Ink Cartridge		28.1
	INST383077	Neopost IN 3 Series Ink Cartridge		9.4
				28.1
10050	167		Total for Check Number 10057:	197.20
10058	167	Kimball Midwest	11/01/2023	
	101485871	Drill bits Wheels valves brushes for all city depa		0.70
	101485871	Drill bits Wheels valves brushes for all city depa		50.9
	101485871	Drill bits Wheels valves brushes for all city depa		2.5
	101485871	Drill bits Wheels valves brushes for all city depa		4.00
	101485871	Drill bits Wheels valves brushes for all city depa		7.1
	101485871	Drill bits Wheels valves brushes for all city depa		0.1
	101485871	Drill bits Wheels valves brushes for all city depa		0.4
	101485871	Drill bits Wheels valves brushes for all city depa		50.9
	101485871	Drill bits Wheels valves brushes for all city depa		1.9
	101485871	Drill bits Wheels valves brushes for all city depa		1.8
	101485871	Drill bits Wheels valves brushes for all city depa		10.2
	101485871	Drill bits Wheels valves brushes for all city depa		1.2
	A 2 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4			0.0
	101485871	Drill bits Wheels valves brushes for all city depa		0.09
	101485871 101485871 101485871	Drill bits Wheels valves brushes for all city depa Drill bits Wheels valves brushes for all city depa Drill bits Wheels valves brushes for all city depa		0.09 2.68

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	Invoice No	Description	Reference	
	101485871	Drill bits Wheels valves brushes for all city de		0.
	101485871	Drill bits Wheels valves brushes for all city de		0.
	101485871	Drill bits Wheels valves brushes for all city de		0
	101485871	Drill bits Wheels valves brushes for all city de		1.
	101485871	Drill bits Wheels valves brushes for all city de		50
	101485871	Drill bits Wheels valves brushes for all city de		0.
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	101485871	Drill bits Wheels valves brushes for all city de	pa	50.
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	101485871	Drill bits Wheels valves brushes for all city de	pa	1.
	101485871	Drill bits Wheels valves brushes for all city de	pa	50.
	101485871	Drill bits Wheels valves brushes for all city de	pa	1.3
	101485871	Drill bits Wheels valves brushes for all city de		3.
	101485871	Drill bits Wheels valves brushes for all city de		3.
	101490555	Washer nuts cap screw cable ties etc for all cit		1.
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	101490555	Washer nuts cap screw cable ties etc for all cit		2.0
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	101490555	Washer nuts cap screw cable ties etc for all cit		0.
	101490555	Washer nuts cap screw cable ties etc for all cit		52.
	101490555	Washer nuts cap screw cable ties etc for all city		52.0
	101490555	Washer nuts cap screw cable ties etc for all city		7.
		Washer nuts cap screw cable ties etc for all cit		52.0
	101490555	Washer nuts cap screw cable ties etc for all cit		1.3
	101490555	Washer nuts cap screw cable ties etc for all city		2.5
	101490555	Washer nuts cap screw cable ties etc for all city		52.0
	101490555	Washer nuts cap screw cable ties etc for all city		4.0
	101490555	Washer nuts cap screw cable ties etc for all city		0.0
	101490555	Washer nuts cap screw cable ties etc for all city		1.0
	101490555	Washer nuts cap screw cable ties etc for all city		0.0
	101490555	Washer nuts cap screw cable ties etc for all city	Ć	1.3
	101490555	Washer nuts cap screw cable ties etc for all city		0.
	101490555	Washer nuts cap screw cable ties etc for all city		4.3
	101490555	Washer nuts cap screw cable ties etc for all city	Ċ	0.0
	101490555	Washer nuts cap screw cable ties etc for all city		0.
	101490555	Washer nuts cap screw cable ties etc for all city	Ċ	52.0
	101490555	Washer nuts cap screw cable ties etc for all city	ć	3.0
			Total for Check Number 10058:	823.5
10059	1373	Vanessa Maldonado	11/01/2022	
-0007	2023-001		11/01/2023	
	2023-001	Park Deposit Refund- Max Foster 10/22/2023		150.0
			Total for Check Number 10059:	150.0
10060	1170	Martin Marietta Materials, Inc.	11/01/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	40645895	Asphalt for Pecan Court Road Repairs		309.06
	40645944	Asphalt for Pecan Court Road Repairs		401.19
			Total for Check Number 10060:	710.25
10061	1372	Neftalie Matias	11/01/2023	
322,788,0707	2023-001	Park Deposit Refund- Max Foster 10/21/2023	11/01/2023	150.00
			Total for Check Number 10061:	150.00
10062	278	Merced Irrigation District	11/01/2023	
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		16.41
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		201.63
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		186.63
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		2,243.38
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		185.31
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		111.98
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		137.19
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		2,611.80
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		165.48
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		14,565.53
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		65.61
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		8,419.89
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		12.43
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		194.38
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		95.36
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		24.89
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		186.63
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		40.53
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		300.47
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		12.43
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		342.12
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		9,976.43
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		1,404.97
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		9,880.08
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		95.02
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		316.35
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		20.26
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		230.68
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		47.68
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		271.42
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		162.32
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		20.26
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		204.71
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		24.89
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		51.32
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		689.62
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		40.53
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		248.30
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		140.19
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		168.64
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		134.33
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		12.44
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		88.51
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		977.15
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		8.81
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		24.89
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		218.81
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		44.04
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		95.36

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		158.17
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		10,923.19
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		40.53
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		100.08
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		427.54
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		81.06
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		64.87
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		40.53
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		459.74
	00000070-0923	City Gas & Electric 08/31/2023-09/30/2023		280.77
			Total for Check Number 10062:	68,294.57
10063	389	Mid Valley IT	11/01/2023	
	202143106	Computer Set for Cindys Desk	11.01.2023	1,032.78
	202143106	Computer Set for Cindys Desk		
	202143106	Computer Set for Cindys Desk		281.67
	202143106	Computer Set for Cindys Desk		281.67 281.67
			Total for Check Number 10063:	1,877.79
10064	180	Mission Linen Service	11/01/2023	20. <b>2</b> 00.0 20.0 (20.0)
	520226214	Uniform Service & Janitorial Supplies	11/01/2023	0.01
	520226214	Uniform Service & Janitorial Supplies		0.01
	520226214	Uniform Service & Janitorial Supplies		0.39
	520226214	Uniform Service & Janitorial Supplies		0.01
	520226214	Uniform Service & Janitorial Supplies		0.86
	520226214	Uniform Service & Janitorial Supplies		0.61
	520226214	Uniform Service & Janitorial Supplies		0.06
	520226214	Uniform Service & Janitorial Supplies		0.95
	520226214	Uniform Service & Janitorial Supplies		0.01
	520226214	Uniform Service & Janitorial Supplies		0.04
	520226214	Uniform Service & Janitorial Supplies		2.25
	520226214	Uniform Service & Janitorial Supplies		0.53
	520226214	Uniform Service & Janitorial Supplies		10.64
	520226214	Uniform Service & Janitorial Supplies		0.65
	520226214	Uniform Service & Janitorial Supplies		0.01
	520226214	Uniform Service & Janitorial Supplies		0.80
	520226214	Uniform Service & Janitorial Supplies		3.22
	520226214	Uniform Service & Janitorial Supplies		1.25
	520226214	Uniform Service & Janitorial Supplies		1.50
	520226214	Uniform Service & Janitorial Supplies		0.04
	520226214	Uniform Service & Janitorial Supplies		0.01
	520226214	Uniform Service & Janitorial Supplies		0.04
	520226214	(*c.*s)		0.02
	520226214	Uniform Service & Janitorial Supplies		31.49
	520226214	Uniform Service & Janitorial Supplies		0.05
	520226214	Uniform Service & Janitorial Supplies		0.12
	520226214	Uniform Service & Janitorial Supplies		0.53
	520226214	Uniform Service & Janitorial Supplies		0.14
	520226214	Uniform Service & Janitorial Supplies		0.06
		Uniform Service & Janitorial Supplies		0.10
	520226214	Uniform Service & Janitorial Supplies		0.24
	520226214	Uniform Service & Janitorial Supplies		0.01
	520226214	Uniform Service & Janitorial Supplies		0.04
	520226214	Uniform Service & Janitorial Supplies		0.39
	520226214	Uniform Service & Janitorial Supplies		0.14
	520226214	Uniform Service & Janitorial Supplies		3.15
	520226214	Uniform Service & Janitorial Supplies		0.43
	520226214	Uniform Service & Janitorial Supplies		11.82
	520226214	Uniform Service & Janitorial Supplies		0.03

	. I The Control of Control	and the second s	Check Date	Check Amount
	Invoice No	Description	Reference	
	520226214	Uniform Service & Janitorial Supplies		0.06
	520226214	Uniform Service & Janitorial Supplies		0.06
	520226214	Uniform Service & Janitorial Supplies		0.03
	520226214	Uniform Service & Janitorial Supplies		5.28
	520226214	Uniform Service & Janitorial Supplies		0.12
	520226214	Uniform Service & Janitorial Supplies		0.58
	520226214	Uniform Service & Janitorial Supplies		0.19
	520226214	Uniform Service & Janitorial Supplies		0.11
	520226214	Uniform Service & Janitorial Supplies		2.58
	520226214	Uniform Service & Janitorial Supplies		0.84
	520226214	Uniform Service & Janitorial Supplies		0.34
	520226214	Uniform Service & Janitorial Supplies		0.12
	520226214	Uniform Service & Janitorial Supplies		9.80
	520226214	Uniform Service & Janitorial Supplies		0.06
	520226214	Uniform Service & Janitorial Supplies		0.05
	520226215	Uniform Service and Janitorial Supplies		0.67
	520226215	Uniform Service and Janitorial Supplies		16.29
	520226215	Uniform Service and Janitorial Supplies		2.74
	520226215	Uniform Service and Janitorial Supplies		0.68
	520226215	Uniform Service and Janitorial Supplies		16.29
	520226215	Uniform Service and Janitorial Supplies		6.84
	520226215	Uniform Service and Janitorial Supplies		2.74
	520226215	Uniform Service and Janitorial Supplies		16.29
	520271886	Council Chamber Janitorial Supplies 10/18/202	3	16.04
	520271887	City Hall Janitorial Supplies 10/18/2023		77.76
	520271888	Senior Center Janitorial Supplies 10/18/2023		11.88
			Total for Check Number 10064:	261.08
10065	899	Jose A. Moran	11/01/2023	
10003	2023-001	Water Education for Lation Leaders (WELL)	11/01/2023	141.48
	2023-001	water Education for Eation Ecaucis (WEEE)		141.40
			Total for Check Number 10065:	141.48
10066	199	Northstar Chemical	11/01/2023	
	264698	Sodium Hypochlorite for Well 16		2,028.44
	265028	Sodium Hypochlorite for Well 9		635.53
	265030	Sodium Hypochlorite for Well 16		794.41
	265812	Sodium Hypochlorite for Well 11		476.65
	265813	Sodium Hypochlorite for Well 17		1,986.03
	265814	Sodium Hypochlorite for Well 16		794.41
	265815	Sodium Hypochlorite for Well 13		730.86
			Total for Check Number 10066:	7,446.33
10067	302	Office Denot Inc /ODB Business Solution	11/01/2022	
10007		Office Depot, Inc./ODP Business Solutions	s. 11/01/2023	
	331755706001	Office Supplies for City Hall		424.64
			Total for Check Number 10067:	424.64
10068	1330	James D Sanders	11/01/2023	
	23_24 113	Video Services for October 2023 Planning Com	n	150.00
			Total for Check Number 10068:	150.00
10069	1334	Marlene Soria	11/01/2023	
10009	2023-001	Park Deposit Refund- Max Foster 09/23/2023	11/01/2025	150.00
			Total for Check Number 10069:	150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 11/1/2023:	105,911.22
10070	434 102023	AFSCME District Council 57 Union Dues for the Month of October 2023	11/03/2023	534.38
			Total for Check Number 10070:	534.38
10071	396	American Fidelity Assurance PR Batch 00030.09.2023 AFA Pre Tax PR Batch 00014.10.2023 AFA Pre Tax PR Batch 00014.10.2023 AFA After Tax PR Batch 00030.09.2023 AFA After Tax	11/03/2023 PR Batch 00030.09.2023 AFA PR Batch 00014.10.2023 AFA PR Batch 00014.10.2023 AFA PR Batch 00030.09.2023 AFA	404.64 404.64 1,175.11 1,175.11
			Total for Check Number 10071:	3,159.50
10072	397	American Fidelity Assurance Company PR Batch 00014.10.2023 Health FSA PR Batch 00030.09.2023 Health FSA	11/03/2023 PR Batch 00014.10.2023 Heal PR Batch 00030.09.2023 Heal	441.65 
			Total for Check Number 10072:	883.30
10073	393 Held 10/28/2023 HELD 10/31/2023	California State Disbursement Unit 200000000434371 & 20000001251470 PR Ed Case 0993764321-01 Mejia PR Ending 10/28/2		512.76 123.07
			Total for Check Number 10073:	635.83
10074	612 10/2023	Livingston Peace Officers Association October FY 2023-2024 PP 09/30/23 & 10/14/2	11/03/2023	1,811.00
			Total for Check Number 10074:	1,811.00
10075	437 10/2023	Operating Engineers Local 3 Clerical Union PR 09/30/2023 & 10/14/2023	11/03/2023	357.00
			Total for Check Number 10075:	357.00
10076	438 07/2023 10/2023	Operating Engineers Local Union No.3 Mgt Union 7/8/2023 & 07/22/2023 Mgt Union 09/30/2023 & 10/14/2023	11/03/2023	612.00 612.00
			Total for Check Number 10076:	1,224.00
10077	405 11/2023 11/2023 11/2023 11/2023	Premier Access Insurance Company PR Batch 00030.09.2023 Dental Dental Admin Nov 2023 Dental Admin Nov 2023 Dental Admin Nov 2023 Dental Admin Nov 2023	11/03/2023 PR Batch 00030.09.2023 Den	381.90 33.50 6.70 20.10 6.70
			Total for Check Number 10077:	448.90
10078	1284 PR Ending 10/28	State of California PR Ending 10/28/2023 Case # 618423401	11/03/2023	65.08
			Total for Check Number 10078:	65.08
10079	564	Texas Life Insurance PR Batch 00014.10.2023 Texas Life Insurance PR Batch 00030.09.2023 Texas Life Insurance	11/03/2023 PR Batch 00014.10.2023 Τεχε PR Batch 00030.09.2023 Τεχε	89.79 89.79

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
179.58	Total for Check Number 10079:			
9,298.57	Total for 11/3/2023:			
		HC P. LC	422	10080
3500,140,000	11/14/2023	U.S. Bank Corporate Payment Systems  Job Posting Water/ Wastewater Operator Adve-	AC001	10000
99.00		Job Posting Water/ Wastewater Operator Adversariant Job Posting Water/ Wastewater Operator Wastewater Operator Water Water Water Water Water Wastewater Water	AC001	
100.00		Job Posting Water/ Wastewater Operator Adver	AC002	
25.00		Job Posting Water/ Wastewater Operator Adver	AC002	
25.00 41.40		Chairs rental- Check Presentation Anna Caball	AP001	
4.30		Bungee Strap to hold down material on truck	APa001	
62.47		Hula Hoe handle for Weeding	APa002	
18.68		Sprinkler joint elbow riser PVC Glue for Sprin	APa003	
20.52		ICMA Conference Meal	CL001	
252.00		ICMA Conference- Flight Interim City Manage	CL002	
30.00		ICMA Conference- Luggage Interim City Man	CL003	
33.68		ICMA Conference Interim City Manager- Dinr	CL004	
7.60		ICMA Conference Interim City Manager- Brea	CL005	
15.97		ICMA Conference Interim City Manager	CL006	
50.40		ICMA Conference Interim City Manager- Lyft	CL007	
10.22		ICMA Conference Interim City Manager- Lyft	CL008	
13.99		ICMA Conference Interim City Manager- Lyft	CL009	
10.99		ICMA Conference Interim City Manager- Lyft	CL010	
11.82		ICMA Conference Interim City Manager- Lyft	CL011	
10.99		ICMA Conference Interim City Manager- Lyft	CL012	
12.88		ICMA Conference Interim City Manager- Lyft	CL013	
11.99		ICMA Conference Interim City Manager- Lyft	CL014	
10.00		ICMA Conference Interim City Manager- Lyft	CL015	
17.48		ICMA Conference Interim City Manager- Lyft	CL016	
12.28		ICMA Conference Interim City Manager- Lunc	CL017 CL018	
15.98		ICMA Conference Interim City Manager- Meal	CL018	
30.00		ICMA Conference Interim City Manager- Lugg	CL019 CL020	
20.75		ICMA Conference Interim City Manager- Meal	CL020	
58.99		ICMA Conference Interim City Manager- Grou ICMA Conference Interim City Manager- Lyft	CL021	
8.66		ICMA Conference Interim City Manager- Lyft ICMA Conference Interim City Manager- Meal	CL023	
11.79		ICMA Conference Interim City Manager- Lyft	CL024	
8.66		ICMA Conference Interim City Manager- Meal	CL025	
6.60		ICMA Conference Interim City Manager- Parki	CL026	
75.00		ICMA Conference Interim City Manager- Meal	CL027	
10.68		ICMA Conference Interim City Manager- Lyft	CL028	
26.97		ICMA Conference Interim City Manager- Hotel	CL029	
1,364.32 234.90		First Aid Kit Eye Wash & Fire Extinguisher Sig	DS001	
152.99		PD Christmas Card	DS0010	
100.00		Gang Training/ Perez	DS0011	
419.12		Gym Equipment Wellness & MH Grant	DS002	
35.45		Gym Equipment Wellness & MH Grant	DS003	
-34.37		Return Gym Equipment Wellness & MH Grant	DS004	
41.90		Return Gym Equipment Wellness & MH Grant	DS005	
550.00		CLEARS Conference- Arevalo	DS006	
107.71		Gym Equipment Wellness & MH Grant	DS007	
147.00		CAL NENA Membership Soria	DS008	
-41.90		Gym Equip/Wellness & MH Grant Return	DS009	
400.00		CAPE Training Seminar- Barragan	EM001	
92.03		Evidence Van Equipment	EM002	
452.55		Department Polos	EM003	
18.98		Postage for evidence	EM004	

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	FCa001	4 Pack of bulbs for Ark park Patio		40.06
	FCa002	2 5/8x50 Hose for use at parks		170.22
	FCa003	2 Shackle Padlocks for Joseph Gallo Park Restro		28.02
	FCa004	1 Box of anchor bolts for park picnic tables		49.89
	FCa005	PVC Coupling Gap Slop PVC Cement for irrigat		161.19
	FR001	Street Sweeper Veh Wash		40.00
	FR001	Street Sweeper Veh Wash		12.00
	FR001	Street Sweeper Veh Wash		14.00
	FR001	Street Sweeper Veh Wash		14.00
	FT001	Bolts for attaching receiver to tractor implement		7.07
	FT002	Pipe fitting glue & Pipe cutter for lucero park spi		43.07
	FT003	2 sprayer tips for back pack sprayer		10.00
	FT003	2 sprayer tips for back pack sprayer		10.23
	FT004	Shelf brackets & hardware for rec window repair		15.75
	FT005	Impact bits utility knifw to use in shop I		31.22
	FT006	Batterirs for the dial califer in shop		6.61
	FT007	Bolts nuts washers for all dept		25.75
	FT007	Bolts nuts washers for all dept		25.75
	FT007	Bolts nuts washers for all dept		25.75
	FT007	Bolts nuts washers for all dept		25.75
	FT008	Nuts bolts washers		6.56
	FT009	Restocking of bolt hardware for all pw departme		20.60
	FT009	Restocking of bolt hardware for all pw departme		20.60
	FT009	Restocking of bolt hardware for all pw departme		20.61
	FT009	Restocking of bolt hardware for all pw departme		20.60
	FT009	Restocking of bolt hardware for all pw departme		20.60
	FT010	Nozzle holder replacement for backpack sprayer		21.55
	FT010	Nozzle holder replacement for backpack sprayer		21.53
	FT011	Metal for seating area light switch repair at mem		36.44
	FT012	Welding helmet & Welding gas for all pw depart		47.41
	FT012	Welding helmet & Welding gas for all pw depart		47.41
	FT012	Welding helmet & Welding gas for all pw depart		47.41
	FT012	Welding helmet & Welding gas for all pw depart		47.41
	FT012	Welding helmet & Welding gas for all pw depart		47.41
	FT013	Air hose fittings for PW Shop		23.22
	FT014	Hammer & Mails for Parks		22.17
	FT015	Anchors for bathroom toilet paper dispenser at jo		9.63
	FT016	Replacement battery for streets truck veh. 15-25		24.50
	FT016	Replacement battery for streets truck veh. 15-25	¥	40.84
	FT016	Replacement battery for streets truck veh. 15-25		24.50
	FT016	Replacement battery for streets truck veh. 15-25		24.50
	FT016	Replacement battery for streets truck veh. 15-25		16.34
	FT016	Replacement battery for streets truck veh. 15-25		
	FT017	Spare keys for womens restroom PW		32.68
	FT018	Plywood posts & screws for repairs ark park		12.67
	HB001	Travel- Springbrook Conference for Happy B.		84.75
	HB002	Adobe Monthly Subscription 10/2023-11/2023		237.95
	HB003	CSMFO-Full Conference Erica Valencia		143.94
	HB004	JAMF Subscription 10/2023-11/2023		515.00
	HBE001	Detective Becerra Training		200.00
	JB001	Sweet Potato Festival Volunteers		280.00
	JB002	Sweet Potato Festival Advertisement		538.46
	JB003	Concessions for City Hall		41.85
	JC001	Paint Material for Well 16		12.99
	JC002	Paint Material for Well 16		118.53
	JC003			269.98
	JC004	Safety gear hard hat for water dept staff		68.62
	JC005	Safety gear hard hat Hose clamp pliers Saw kit fo		207.88
		Meter wrench for water dept		28.97
	JL001	Galv Nipple & Coupling returned from Inv # OF		-29.28

Invoice No			Check Amount
THVOICE INO	Description	Reference	
JL002	3" Flex knige & painterd tool for painting at wwt		18.29
JL003	Galv Nipples Couplings & Tray for Painting wat		44.35
JL004	Galv Nipples Couplings for backflow repair at W		23.46
JL005	Battery for Lab Door		18.85
JL006	Distribution Exam Prep Grade 3 Water Jose Lara		299.99
JL007	Propane Tank for WWTP		77.57
JL008	Supplies for Monitoring Wells @ WWTP Bolts I		48.13
JL009	Return Supplies for Monitoring Wells @ WWTP		-48.13
JL010	Pruning Shears for Cutting Trees at WWTP		117.98
JL011	Toilet Tissue stand for WWTP Office		37.71
JL012	Shovel & Pruning Shears tools for Tony A		15.86
JL012	Shovel & Pruning Shears tools for Tony A		31.70
JL012	Shovel & Pruning Shears tools for Tony A		39.65
JL012	Shovel & Pruning Shears tools for Tony A		39.65
JL012	Shovel & Pruning Shears tools for Tony A		23.79
JL012	Shovel & Pruning Shears tools for Tony A		7.93
JL013	Keys made for Ramiro WWTP & Paint for office		30.52
JL014	Coil Cahin Ancholr for pulling pumps at wwtp		31.21
JLa001	Silicone Caulk for PD Veh P3		12.92
JLa002	Urinal screens for mens restroom at pd facility		96.70
JLa003	Anti-freeze & radiator hose for PD veh		66.85
JLa004	Air Filter cabin filter oil filter 21-56 Veh		44.21
JLa005	Fliters for light towers E19-45 & E16-24		22.55
JLa005	Fliters for light towers E19-45 & E16-24		22.55
JLa005	Fliters for light towers E19-45 & E16-24		22.56
JLa005	Fliters for light towers E19-45 & E16-24		22.55
JLa006	Fuel cap for mechanics veh 1508		3.49
JLa006	Fuel cap for mechanics veh 1508		4.70
JLa006	Fuel cap for mechanics veh 1508		1.67
JLa006	Fuel cap for mechanics veh 1508		2.28
JLa007	Filters for lights towers E11-67 & E11-73		16.16
JLa007	Filters for lights towers E11-67 & E11-73		16.15
JLa007	Filters for lights towers E11-67 & E11-73		16.16
JLa007	Filters for lights towers E11-67 & E11-73		16.16
JLa008	2 belt drive for light towers E16-21 & E16-45		15.36
JLa008	2 belt drive for light towers E16-21 & E16-45		15.36
JLa008	2 belt drive for light towers E16-21 & E16-45		15.34
JLa008	2 belt drive for light towers E16-21 & E16-45		15.36
JLa009	Fuel Filter for crack sealer machine E17-30		15.88
JLa010	Brakes and rotors for PD Unit 4 Veh		404.57
JLa011	Field paint nozzle tip for paint sprayer		50.54
JLa012	2 Keys for sports complex & bathroom		5.80
JLa013	5 gal oil for street sweeper		161.60
JLa014	bushing & oil mix		7.86
JLa014	bushing & oil mix		7.86
JLa014	bushing & oil mix		7.85
JLa014	bushing & oil mix		7.86
JLa015	Bracket mount belt for wood chipper E1279		6.46
JLa015	Bracket mount belt for wood chipper E1279		5.89
JLa015	Bracket mount belt for wood chipper E1279		7.17
JLa015	Bracket mount belt for wood chipper E1279		1.51
JLa015	Bracket mount belt for wood chipper E1279		6.71
JLa015	Bracket mount belt for wood chipper E1279		4.29
JLa015	Bracket mount belt for wood chipper E1279		4.76
JLa015	Bracket mount belt for wood chipper E1279		2.10
JLa015	Bracket mount belt for wood chipper E1279		179.87
JLa015	Bracket mount belt for wood chipper E1279		5.86
JLa015	Bracket mount belt for wood chipper E1279		9.26
JLa015	Bracket mount belt for wood chipper E1279		1.09

Check No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	JLa015	Bracket mount belt for wood chipp	er E1279	8.90
	JLa015	Bracket mount belt for wood chipp	er E1279	4.28
	JLa015	Bracket mount belt for wood chipp		0.68
	JLa015	Bracket mount belt for wood chipp	er E1279	0.30
	JLa015	Bracket mount belt for wood chipp		13.87
	JLa015	Bracket mount belt for wood chipp		0.47
	JLa015	Bracket mount belt for wood chipp	er E1279	24.83
	JLa015	Bracket mount belt for wood chipp	er E1279	1.59
	JLa015	Bracket mount belt for wood chipp		35.61
	JLa015	Bracket mount belt for wood chipp	er E1279	10.52
	JLa015	Bracket mount belt for wood chippe		0.54
	JLa015	Bracket mount belt for wood chippe		16.56
	JLa015	Bracket mount belt for wood chippe		2.65
	JLa015	Bracket mount belt for wood chippe		3.80
	JLa015	Bracket mount belt for wood chippe	er E1279	0.15
	JLa016	Glass cleaning car wash soap for w	ashing all dep	6.67
	JLa016	Glass cleaning car wash soap for w	,	6.68
	JLa016	Glass cleaning car wash soap for w	18 4 TO 18 14 TO 18 TO 18 TO 18 14 TO 1	6.67
	JLa016	Glass cleaning car wash soap for w		6.67
	JLa016	Glass cleaning car wash soap for w	ashing all dep	6.67
	JLa017	Wiper blades for PO4		53.67
	JLa018	Coolant Reservoir Cap and break pa	nds for pd vel	103.67
	JLa019	Returned brake bolt kit from invoic	e 3654-12516	-12.95
	JLa020	Brake bolt kit & grease for PO1		20.05
	JLa021	Brake calipers & Cores for PD Veh		221.37
	JLa022	Core Return from invoice 3654-125	159 PD Veh	-64.65
	JLa023	Diesel Exhaust Fluid DEF 6 for all	PE Dept	23.26
	JLa023	Diesel Exhaust Fluid DEF 6 for all	PE Dept	23.26
	JLa023	Diesel Exhaust Fluid DEF 6 for all		23.26
	JLa023	Diesel Exhaust Fluid DEF 6 for all		23.27
	JLa023	Diesel Exhaust Fluid DEF 6 for all	PE Dept	23,26
	JLa024	Oil Filters for Jose L Work Veh 17-		13.43
	JLa024	Oil Filters for Jose L Work Veh 17-	4	13.42
	JLa025	2 1/4 Clear hose for PO1		1.28
	JM001	Water Edication for Latino Leaders		25.00
	JM002	Airfare for council member JT Man	n- Sister City	676.13
	JR001	Drinks for SPF Staff		57.07
	JR002	Halloween Candy for Details		139.30
	JR003	Gun Cleaning Kits for Rifles		27.33
	JR004	Car Wash Soap		5.02
	LPD001	CAVEO Module 3 Training Hotel-1	Mulgado	790.10
	MA001	Notice & Order Notice 151 F Street		8.56
	MA002	NOE- Well 8A Development & Equ	ipment	52.50
	MAr001	Fuel for CLEARS Meeting Arevalo		76.99
	MAr002	CAL NENA Membership Arevalo		147.00
	MAr003	Fuel for Travel Conference		82.64
	MAr004	RIMS Conference Hotel Arevalo &		743.94
	MC001	Fee for Northern California Chapter	of Sister Co	50.00
	MC002	Meet & Greet with Management Tea	ım	90.51
	MC003	Huddle Tram Monthly Subscription		7.00
	MS001	Color Copies for Maria Soto		4.23
	MS002	Hotel Stay for Maria Soto - CALAF	CO Annual (	232.88
	MS003	Hotel Stay for Maria Soto - CALAF		237.78
	MS004	Fuel-Maria Soto - CALAFCO Annu	al Conferenc	56.00
$\epsilon$	RDT001	Locks for toilet paper holders @ ma		115.97
	RDT002	Locks for toilet paper holders @ ma	x foster men	210.14
	RDT003	2 Cahins for Chain Saw		39.85
	RT001	Weedeater Cover and oil		45.23
	RTr001	Seal Tape Galv Elbow for water Fau	cet	4.21

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	O. O
January Company	RTr002	Water Faucet Max Foster		92.71
	RTr003	Drain Couplings for water faucet repairs at max		58.12
	RTr004	Screws for Skylight & Well Pump @ Well 13		16.28
	RTr005	Caution Tape		30.15
	RTr006	Tail piece pvc trap to repair sink at CDC Fac		7.50
	RTr007	PVC Joint Nut to repair sick at CDC		1.35
	RTr008	Well Keys		10.73
	RW001	Fire Station Supplies		26.38
	RW002	Fire Training Supplies		68.72
	RW003	Fire Station Supplies		73.59
	SM001	Carpet Cleaner for PW office		86.40
	SM002	Credit Carpet Cleaner for PW office		-25.00
	TA001	Trash Cans for LMDs		
	TA001	Trash Cans for LMDs		2.52 33.93
	TA001	Trash Cans for LMDs		0.44
	TA001	Trash Cans for LMDs		
	TA001	Trash Cans for LMDs		8.48
	TA001	Trash Cans for LMDs		0.52
	TA001	Trash Cans for LMDs		6.16
	TA001	Trash Cans for LMDs		4.54
	TA001	Trash Cans for Parks		1.52
	TA001	Trash Cans for LMDs		184.04
	TA001	Trash Cans for LMDs		8.82
	TA001	Trash Cans for LMDs		6.84
	TA001	Trash Cans for LMDs		23.67
	TA001	Trash Cans for LMDs		0.29
	TA001	Trash Cans for LMDs		6.40
	TA001	Trash Cans for LMDs		13.22
	TA001	Trash Cans for LMDs		4.08
	TA001	Trash Cans for LMDs		1,44
	TA001	Trash Cans for LMDs		1.04
	TA001	Trash Cans for LMDs		5.61
	TA001	Trash Cans for LMDs		3.62
	TA001	Trash Cans for LMDs		10.03
	TA001	Trash Cans for LMDs		0.65
	TA001	Trash Cans for LMDs		4.09
	TA001	Trash Cans for LMDs		15.79
	TA001	Trash Cans for LMDs		5.58
	TA001	Trash Cans for LMDs		0.14
	TA002			2.00
	TA003	Garbage bins 6 for parks		195.33
	TA003	Alv Field & Water Site Facility		219.16
	TA003	Alv Field & Water Site Facility		219.17
	TA005	20 Replacement sprinklers for Max Foster Sports		535.17
	TA006	Keys for Alvernaz		17.38
	TA007	Staff meeting to discuss transitional projects		61.77
	TA007	SCADA Well 17 Sept 2023 Phone Services		405.93
		Replacement door knob for womens restroom PV		27.55
	TK001	Fuel for Detective Kollmann Vehicle		42.95
	TK002	Fuel for Detective Kollmann Vehicle		37.30
	TM001	Sweet Potato Festival- Zip ties & Safety Fencing		90.16
	TM002	Sweet Potato Festival- Can Opener		10.78
	TM003	Sweet Potato Festival- Cooking Demo Culinary		150.21
	TM004	Sweet Potato Festival- Cooking Demo Culinary		32.83
	TM005	Sweet Potato Festival- Rec Commusion Beer Bo		11.56
	TM005	Sweet Potato Festival- Volunteers		65.24
	TM006	Sweet Potato Festival- Car Show Winners		170.36
	TM007	Sweet Potato Festival- Volunteer Food		172.18
	TM008	Youth Soccer Concessions		23.76
	TM009	Soccer Metals		1,229.37

heck No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	TM010	Sponsor Plaque		45.4
	TM011	Youth Soccer Paint Machine		64.64
	TM012	Tonis Rec Cell Phone Storage		0.99
	TM013	Soccer- Marking Paint		135.09
	TM014	Soccer- Concessions		23.76
	TM015	Soccer- Concessions		125.40
	TM016	Soccer- Concessions		40.96
	XJ001	Oil Mix Trimmer line orange flags		139,29
			Total for Check Number 10080:	21,214.19
			Total for 11/14/2023:	21,214.19
10001	2.50	822 3		
10081	250	Alhambra	11/15/2023	
	14663340 101323	Drinking water bottles for Corpyard 09/27		75.36
	14663340 101323	Drinking water bottles for Corpyard 09/27.		75.36
	14663340 101323	Drinking water bottles for Corpyard 09/27.		75.36
	14663340 101323	Drinking water bottles for Corpyard 09/27.		75.36
	14663340 101323	Drinking water bottles for Corpyard 09/27.	/23-10	75.38
			Total for Check Number 10081:	376.82
10082	1307	Amazon Capital Services	11/15/2023	
	113Q-MFGY-YFVY	Safety Shield for Grinder		10.60
	16RH-Y31Q-1VN4	42" Metal Carousel Picnic Table with 6 sea		2,427.35
	1CR4-WYFC-LY3D	Safety equipment gloves for all pw departr		5.39
	1CR4-WYFC-LY3D	Safety equipment gloves for all pw departr		5.39
	1CR4-WYFC-LY3D	Safety equipment gloves for all pw departr		5.35
	1CR4-WYFC-LY3D	Safety equipment gloves for all pw departr		5.39
	1JL3-LRHQ-XM4F	Printer, Wired Mouse & Toner for printer-		344.31
	1NFW-LW49-4Q4H	File organizer post it dispenser self in rubb	er star	55.04
	1QMK-KXLW-1GQT	DESCRIPTION TO THE PROPERTY OF THE PARTY OF		87.16
		Scanner for front staff		87.16
		Scanner for front staff		87.16
		Scanner for front staff		484.71
	1WTR-CP1P-7CL9	Safety equipment gloves for all pw departn	nent	87.30
			Total for Check Number 10082:	3,692.31
10083	546	Bogie's Pump Systems	11/15/2023	
	17924	Rail rubber grommets for WWTP Facility	11/10/2023	208.95
			Total for Check Number 10083:	208.95
10084	193	BSK Associates	11/15/2023	
	AG24615	Arsenic CA DW ICPMS	TITLE THE SECOND	94.00
	AG24895	Ammonia, BOD, Sample R-1 Pickup TDS	TSS	413.00
	AG24923	BOD R-1 Sample Pick up TDS TSS		265.00
	AG25140	Quanti Tray total coliform & E Coli & R-1	Samp	166.00
			Total for Check Number 10084:	938.00
10085	192	Cal Traffic	11/15/2022	
10003	20439	No Trespassing signs Vinewood office lab s	11/15/2023	378.88
			Total for Check Number 10085:	378.88
10086	393	California State Disbursement Unit	11/15/2023	378.88
	10/28/2023	Case # 200000001275069 PR Ending 10/28		200.20
		10/20		380.30

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10086:	380.30
10087	909 31401687 31401687 31401687	Canon Financial Services, Inc. PW Contract Lease 11/20/2023-12/19/2023 PW Contract Lease 11/20/2023-12/19/2023 PW Contract Lease 11/20/2023-12/19/2023	11/15/2023	82.97 165.95 82.97
			Total for Check Number 10087:	331.89
10088	272 170065601102123	Charter Communications Holdings, LLC PD YV & Internet 10/29/2023-11/28/2023	11/15/2023	67.14
			Total for Check Number 10088:	67.14
10089	343 440000557884 440000557884 440000557884 440000557884	Citrix Systems, Inc. 3 Year Term for 5 Sharefile Licenses Billed And 3 Year Term for 5 Sharefile Licenses Billed And 3 Year Term for 5 Sharefile Licenses Billed And 3 Year Term for 5 Sharefile Licenses Billed And	າເ າເ	231.03 231.03 77.01 231.03
			Total for Check Number 10089:	770.10
10090	508 PD001 PD002 PD003 PD004 PD005 PD006 PD007 PD008 PD009 PD010 PD011	City of Livingston (Petty Cash) M Arevalo Meal Reimbursement J Ramirez Meal Reimbursement E. Mulgado Meal Reimbursement R Fong Meal Reimbursement M. Arevalo Meal Reimbursement D. Soria Meal Reimbursement E. Mulgado Meal Reimbursement N Kirk Uniform Cleaning Reimbursement D Villarreal Meal Reimbursement	11/15/2023	50.00 92.99 152.02 85.18 15.00 97.63 105.76 135.58 9.00 40.26 172.82
			Total for Check Number 10090:	956.24
10091	1239 33573675	Clark Pest Control of Stockton, Inc. Range Pest Control 06/26/2023	11/15/2023	46.00
			Total for Check Number 10091:	46.00
10092	447 Payment No. 01	Conco West, Inc Well 8A Project- Period Ending 09/01/2023-09/	11/15/2023	83,543.00
			Total for Check Number 10092:	83,543.00
10093	1287 4446-1016284 4446-1016284 4446-1016284 4446-1016284 4446-1016284 4446-1016284 4446-1016284 4446-1016284	Consolidated Electircal Distributors, INC. Photo Control for Streetlight Qty 39	11/15/2023	48.33 48.33 48.33 48.33 48.33 48.33 48.33 48.29 48.33
			Total for Check Number 10093:	483.26

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
10094	1375	Arcelia Cruz	11/15/2023	
	2023-01	Halloween Decor spook table for CH,	PW & PD	86.80
			Total for Check Number 10094:	86.80
10095	528	Department of Housing and Com	munity De 11/15/2023	
	2023	Monte Cristo Mobile Home Park		1,074.00
			Total for Check Number 10095:	1,074.00
10096	757	Anita Dhillon	11/15/2023	
10070	102023	Bhangra Class- Month of October 202		582.48
			Total for Check Number 10096:	582.48
10097	816	Elite Uniforms	11/15/2023	
10097	JJ2W434	Bullet Proof Vest- Hazelwood	11/13/2023	1,547.98
			Total for Charle Number 10007	1 547 08
			Total for Check Number 10097:	1,547.98
10098	163	EZ Auto Supply	11/15/2023	7.20
	371692 371692	Spark Plugs for parks Oil Filter & Fuel Filter Veh 9675		7.20 50.19
			Total for Check Number 10098:	57.39
10099	188	Frontier	11/15/2023	
	2093947916	PD Phones 10/15/2023-11/14/2023		1,328.55
			Total for Check Number 10099:	1,328.55
10100	164	Garza Tire & Wheel, Inc	11/15/2023	
	912682	Tire repair on street sweeper #22-13		65.00
			Total for Check Number 10100:	65.00
10101	356	Gouveia Engineering, Inc.	11/15/2023	
	15160	Encroachment Permits Eng. Services-	Sept. 2023	1,244.22
	15161	Misc Meeting Engineeting Services-	Sept. 2023	275.93
	15161	Misc Meeting Engineeting Services-	Sept. 2023	275.93
	15161	Misc Meeting Engineeting Services-	Sept. 2023	275.93
	15161	Misc Meeting Engineeting Services-	Sept. 2023	275.93
	15161	Misc Meeting Engineeting Services-	Sept. 2023	275.93
	15161	Misc Meeting Engineeting Services-	Sept. 2023	275.93
	15163	Planning General Engineeting Service	es- Sept. 20	1,971.38
	15164	Self Help Housing Project Engineering	ng Services-	236.25
	15165	PW General Engineering Services- Se	ept. 2023	787.50
	15166	Sewer General Engineering Services-	2	236.25
	15167	Skid Mount Sludge Thickener Engine	pering Servi	2,357.25
	15168	Supply of WWTP Headworks Pump l	A STATE OF THE STA	263.81
	15169	Phase II MS4 Compliance Engineerin	50 S. C. C.	60.38
	15170	Water General Engineering Services-		1,263.25
	15171	Water Conservation General Engineer		1,232.00
	15172	TCP Treatment Wells 8 9 13 17-Engir		380.63
	15173	Well 8 Replacement-Engineering Ser	- 1 <del>- 1 - 1</del>	9,617.49
	15174	Street Waterline Replacement- Sept. 2	Control Contro	1,177.31
	15175	Measure V Non Reimbursable- Sept.		660.19
	15175	Measure V Non Reimbursable- Sept.		660.19
	15177	CML-5256 (020) Max Foster Multi S		136.82
	15178	CML-5256 (021) Max Foster Multi S	The province of the second of	136.82
	15179	2023 Slurry Seal Construction Sept 2		3,200.41
	.5117	2023 Starty Sear Construction Sept 2	Market .	5,000.41

Check Amou	Check Date Reference	Vendor Name Description	Vendor No Invoice No	heck No
326		2023 Slurry Seal Design Sept 2023	15180	
1,736	pt 2023	Traffic Signal Maintenance RFP Sep	15181	
315		Building Permits Eng Review-Sept 2	15182	
393	ew Sept 2023	Greenzone Cannabis Mapping Review	15183	
60	t 2023	Singh Tent Parcel Map 2020-01 Sep	15184	
640	Engineering !	ARCO Station onsite Observation- I	15185	
606	gineering Se	Always Towing Con observation En	15186	
1,947	v for Water L	ARCO Station Improv Plans Review	15187	
4,944		Moonglo Truck Stop Improv. Plans	15188	
2,084	prov Plans- !	495 Joseph Gallo CT- Review of Im	15189	
1,438		CMAQ Applicatiom- Sept 2023	15190	
41,772	Total for Check Number 10101:			
	11/15/2023	Gustine Police Department	1378	10102
350	g Workshop	Merced County Chiefs Assoc trainin	2023	
350.	Total for Check Number 10102:			
	11/15/2023	Olivia Guzman	1376	10103
150.	nent	Spay & Neuter Vouvher Reimbursen	2023-001	
150.	Total for Check Number 10103:			
	imal Hospi 11/15/2023	Pete Hulse, DVM, Pa Hilmar An	811	10104
173.		Spay & Neuter Program Voucher #: 1	139148	
70.		Spay & Neuter Program Voucher #: 1	139192	
70.		Spay & Neuter Program Voucher #: 1	139292	
173.		Spay & Neuter Program Voucher #: I	139303	
80.		Spay & Neuter Program Voucher #: I	139383	
173.		Spay & Neuter Program Voucher #: I Spay & Neuter Program Voucher #: I	139547 139548	
80.	N25-001472	spay & Notice Program voicelet #. 1		
819.	Total for Check Number 10104:	~ ~	247	10105
	11/15/2023	Hoffman Security	267 644516	10105
36.	5-11/30/202.	WWTP Security Services 11/01/2023	044310	
36.	Total for Check Number 10105:			
	11/15/2023	Hunt & Sons, Inc.	501	10106
135.		Fuel 10/10/2023	646162	
33.		Fuel 10/10/2023	646162	
162.		Fuel 10/10/2023	646162 646162	
143.		Fuel 10/10/2023	646162	
30.		Fuel 10/10/2023	646162	
16.9		Fuel 10/10/2023 Fuel 10/10/2023	646162	
30.7		Fuel 10/10/2023	646162	
55.4		Fuel 10/10/2023	646162	
80.8		Fuel 10/10/2023	646162	
643.4		Fuel 10/10/2023	646162	
6.		Fuel 10/10/2023	646162	
13.8 61.:		Fuel 10/10/2023	646162	
1,416.	Total for Check Number 10106:			
	11/15/2023	Independent Investigations LLC	1033	10107
1,200.0		Dispatch Background- Fierro	2023-30	
1,200.0	Total for Check Number 10107:			

Check No	Vendor No Invoice No	Vendor Name Description	Check Date	Check Amoun
10100			Reference	
10108	388	Interstate Battery System of Fresno	11/15/2023	
	11054440	Replacement battery for Anthony's truck #188		25.1
	11054440	Replacement battery for Anthony's truck #188		50.3
	11054440	Replacement battery for Anthony's truck #188		8.3
	11054440	Replacement battery for Anthony's truck #188		16.7
	11054440	Replacement battery for Anthony's truck #188		50.30
	11054440	Replacement battery for Anthony's truck #188	8	16.80
			Total for Check Number 10108:	167.88
10109	786	J.B, Anderson Land Use Planning	11/15/2023	
	110123LIV	General Planning Services 10/01/2023-10/31/2		5,435.83
	110123LIV	SPDR 2023-04 & CUP 2023 -Planning Servic		2,092.60
	110123LIV	Rec-Plex Planning Services 10/01/2023-10/31	/2(	365.00
	110123LIV	Self Help Enterprices-Planning Services 10/01		244.50
	110123LIV	Zoning Ord. Text Amend Planning Services 10	0/0	1,155.80
	110123LIV	Grand Express Car Wash-Planning Services 10		81.50
	110123LIV	General Planning Services 10/01/2023-10/31/2		2,771.00
	110123LIV	Moonglo Truck Stop-Planning Services 10/01/		75
	110123LIV	Greenzoone Cannabis-Planning Services 10/0		81.50 3,667.50
			Total for Check Number 10109:	15,895.25
10110	570	Jocelyn E. Roland, Ph.D., ABPP	11/15/2023	
	22151	Pre-employment Psychological Screening- Ale		475.00
			Total for Check Number 10110:	475.00
10111	847	Nick Kirk	11/15/2023	
	2023	Boots purchase per Supervisory MOU		200.25
			Total for Check Number 10111:	200.25
10112	318	La Rue Communications	11/15/2023	
	4617	Radio Maintenance Contract		1,941.00
			Total for Check Number 10112:	1,941.00
10113	389	Mid Valley IT	11/15/2023	
	202143092	Ergotron Flex dual lift stand Monitor, Monitors	Sε	44.43
	202143092	Ergotron Flex dual lift stand Monitor, Monitors		22.22
	202143092	Ergotron Flex dual lift stand Monitor, Monitors		133.31
	202143092	Ergotron Flex dual lift stand Monitor, Monitors		88.87
	202143092	Ergotron Flex dual lift stand Monitor, Monitors		
	202143092	Ergotron Flex dual lift stand Monitor, Monitors		88.87
	202143105	Hard Drive Replacement		66.65 195.50
			Total for Check Number 10113:	639.85
10114	180	Mission Linen Service	11/15/2023	
	520271885	PD Towels & Mats 10/18/2023	and instructionals	136.94
	520271890	Uniform Service & Janitorial Supplies		0.86
	520271890	Uniform Service & Janitorial Supplies		0.53
	520271890	Uniform Service & Janitorial Supplies		2.58
	520271890	Uniform Service & Janitorial Supplies		
	520271890	Uniform Service & Janitorial Supplies		0.01
	520271890	Uniform Service & Janitorial Supplies		0.12
	520271890	Uniform Service & Janitorial Supplies		0.61
	520271890			9.80
	520271890	Uniform Service & Janitorial Supplies		0.04
		Uniform Service & Janitorial Supplies		0.14
	520271890	Uniform Service & Janitorial Supplies		0.24

Invoice No	Description	Dafaman		
		Reference		
520271890	Uniform Service & Janitorial Supplies		W-7	0.
				0.0
				0.0
				0.4
				0.:
				0.0
	Uniform Service & Janitorial Supplies			0.9
	Uniform Service & Janitorial Supplies			0.0
				0.3
				0.0
	Uniform Service & Janitorial Supplies			3.1
	Uniform Service & Janitorial Supplies			0.0
520271890	Uniform Service & Janitorial Supplies			0.0
520271890	Uniform Service & Janitorial Supplies			1.2
520271890	Uniform Service & Janitorial Supplies			0.0
520271890	Uniform Service & Janitorial Supplies			3.2
520271890	Uniform Service & Janitorial Supplies			0.1
520271890	Uniform Service & Janitorial Supplies			2.2
520271890				0.1
520271890				0.1
520271890				0.0
520271890				0.0
520271890				0.0
520271890				
520271890				0.5
520271890				0.0
520271890	A TABLE STORY CONTRACTOR OF THE STORY OF THE			11.8
				0.0
	18.5			0.6
				5.2
				92.8
				0.0
	The state of the s			0.1
				0.0
				0.1
				0.8
				0.0
				0.1
				0.3
				0.8
				1.5
				0.3
				10.6
	I the control of the			0.0
				16.2
				0.6
				0.6
				2.7
				16.2
				6.8
520271891	Uniform Service and Janitorial Supplies			16.2
520271891	Uniform Service and Janitorial Supplies			2.7
		Total for Check Number 10114:	_	353.6
194	Modesto Welding Products	11/15/2023		
10638	Tank Rental			8.00
10638	Tank Rental			
10638				8.00
	520271890 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891 520271891	520271890 Uniform Service & Janitorial Supplies 520271890 Uniform Service & Ja	520271890 Uniform Service & Janitorial Supplies 520271891 Uniform Service & Ja	50271890 Uniform Service & Janitorial Supplies 50271891 Uniform Service & Janitorial Supplies 50271891 Uniform Service

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10115:	24.00
10116	459 013582	Municipal Maintenance Equipment Belt for Street Sweeper	11/15/2023	498.65
			Total for Check Number 10116:	498.65
10117	1342	Pavement Coating Co.	11/15/2023	
*****	Payment No.01	2023 Slurry Seal Proejcts	1111111111111	147,820.00
			Total for Check Number 10117:	147,820.00
10118	203	PG&E	11/15/2023	
	0008239958-5	Nuclear Deco Charges-Sept 2023		80.29
	0008239959-3	Nuclear Deco Charges-Sept 2023 ES Lincoln	SI	94.06
	0008240029-2	Cor of White & Crowell Sept 2023		143.74
	0008240048-2	Nuclear Deco Charges Sept 2023		34.66
	7770778848-3	Monthly Services for 14960 Vinewood Avenu		230.54
	7798858785-1	Monthly Services for Lincoln Blvd 09/15/202	23-1	25.48
			Total for Check Number 10118:	608.77
10119	514	Quadient Leasing USA, Inc.	11/15/2023	
	Q1031442	Quartely Payment for Lease: Postage Machin		139.51
	Q1031442	Quartely Payment for Lease: Postage Machin		46.48
	Q1031442	Quartely Payment for Lease: Postage Machin		139.51
	Q1031442	Quartely Payment for Lease: Postage Machin		139.51
	Q1031442	Quartely Payment for Lease: Postage Machin		139.51
	Q1031442	Quartely Payment for Lease: Postage Machin		46.50
	Q1031442 Q1031442	Quartely Payment for Lease: Postage Machin		139.51 139.51
	Q1031442 Q1031442	Quartely Payment for Lease: Postage Machir Quartely Payment for Lease: Postage Machir		46.51
			Total for Check Number 10119:	976.55
10120	200	Company Control I	11/15/2022	
10120	208 16980	Saenz Pest Control, Inc. CFD Pest Control 09/2023	11/15/2023	127.00
	10700	CLD Lest Collitor 07/2023		
			Total for Check Number 10120:	127.00
10121	408 112023	Sapien Family Trust Senior Center Monthly Rent Nov 2023	11/15/2023	1,000.00
			Total for Check Number 10121:	1,000.00
10122	420	Chamanina Chan		1,000.00
10122	439 407786	Sharpening Shop (2) BR700 Blower-Parks	11/15/2023	1,212.23
			Total for Check Number 10122:	1,212.23
10123	307	Shred-It, C/O Stericycle, Inc.	11/15/2023	
10123	8004995746	City Hall Shred it Services 10/04/2023	11/13/2023	251.70
			Total for Check Number 10123:	251.70
10124	1377	Patricia Soria	11/15/2023	
10124	2023-001	Park Deposit Refund 10/28/2023 CDC	11/13/2023	150.00
			Total for Check Number 10124:	150.00
4040-	504	0 - W - B	11/15/2022	
10125	526	State Water Resources Control Board	11/15/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2023-JL	Drinking Water Treatment Operator Grad		60.00
			Total for Check Number 10125:	60.00
10101	1070			00.00
10126	1068 6-2023	Steele Public Safety Systems New Patrol Vehicle Upfit	11/15/2023	6,240.00
			Total for Check Number 10126:	6,240.00
10127	383 252-2589404	The Bank of New York Mellon Trus Trustee Fee October 27, 2023- October 2		1,750.00
			Total for Check Number 10127:	1,750.00
10128	738	TimeClock Plus, LLC	11/15/2023	
	INV00298971	Hardware support & maintnanc & licens	e renew;	8.17
	INV00298971	Hardware support & maintnanc & licens	e renew:	555.29
	INV00298971	Hardware support & maintnanc & licens	e renewa	6.47
	INV00298971	Hardware support & maintnanc & licens	e renewa	52.12
	INV00298971	Hardware support & maintnanc & licens	e renewa	3.38
	INV00298971	Hardware support & maintnanc & licens	se renewa	27.48
	INV00298971	Hardware support & maintnanc & licens	se renewa	13.24
	INV00298971	Hardware support & maintnanc & licens	se renewa	1.44
	INV00298971	Hardware support & maintnanc & licens	se renewa	76.67
	INV00298971	Hardware support & maintnanc & licens	se renewa	2.09
	INV00298971	Hardware support & maintnanc & licens	se renew:	3.38
	INV00298971	Hardware support & maintnanc & licens	se renew:	11.73
	INV00298971	Hardware support & maintnanc & licens	se renew;	13.21
	INV00298971	Hardware support & maintnanc & licens	se renew;	14.70
	INV00298971	Hardware support & maintnanc & licens	se renewa	4.92
	INV00298971	Hardware support & maintnanc & licens	se renew:	28.58
	INV00298971	Hardware support & maintnanc & licens	se renew:	555.29
	INV00298971	Hardware support & maintnanc & licens	se renew:	22.15
	INV00298971	Hardware support & maintnanc & licens	se renewa	1.67
	INV00298971	Hardware support & maintnanc & licens	se renewa	554.96
	INV00298971	Hardware support & maintnanc & licens	se renew:	555.29
	INV00298971	Hardware support & maintnanc & licens	se renewa	555.29
	INV00298971	Hardware support & maintnanc & licens	se renewa	32.49
	INV00298971	Hardware support & maintnanc & licens	se renewa	18.18
	INV00298971	Hardware support & maintnanc & licens	se renewa	42.81
	INV00298971	Hardware support & maintnanc & licens	se renewa	0.93
	INV00298971	Hardware support & maintnanc & licens	se renewa	20.72
	INV00298971	Hardware support & maintnanc & licens	se renewa	109.92
	INV00298971	Hardware support & maintnanc & licens	se renewa	0.47
	INV00298971	Hardware support & maintnanc & licens	se renewa	18.09
	INV00298971	Hardware support & maintnanc & licens	se renew:	19.95
			Total for Check Number 10128:	3,331.08
10129	1213	Francisco Torres	11/15/2023	
	2023-002	Park Deposit Refund- 10/22/2023 Ark P		150.00
			Total for Check Number 10129:	150.00
10130	1268	Totally Delicious Catering	11/15/2023	
10130	408864	Luncheon-City Employees	11/13/2023	1,575.00
			Total for Check Number 10130:	1,575.00
10121	310	Totlcom Inc	11/15/2023	
10131	310 324234	Totlcom, Inc. Totlcom Support November 2023	11/15/2023	20.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	324234	Totlcom Support November 2023	Reference	169.9
	324234	Totlcom Support November 2023		38.50
	324234 324234	Totlcom Support November 2023 Totlcom Support November 2023		25.70 109.2
	324234	Totlcom Support November 2023		18.50
			Total for Check Number 10131:	382.7
10132	1105 225302699-001	United Rentals (North America), INC. SPF- Stage	11/15/2023	1,518.1:
			Total for Check Number 10132:	1,518.1:
10133	366	USABlueBook	11/15/2023	1,518.1
10133	INV00163338	Translucent 3/8 tubbing for Well 16	11/13/2023	102.9
	INV00163532	4 100pk of reagent iron for well 16		152.79
			Total for Check Number 10133:	255.7
10134	1150	Jack Berry Valley 29 Electric, LLC	11/15/2023	
	1436	Call out for electrical work at pump one inflie	nt (	715.39
	1446 1447	Labor work @ Well 9 to check electric Labot work on hammatt lift station		210.00 315.00
			Total for Check Number 10134:	1,240.39
10135	314	Valley Coffee & Water	11/15/2023	56.0
	22326433	Bottled water for pd		56.8.
			Total for Check Number 10135:	56.8
10136	<b>809</b> W-3911649	Valley Wide Beverage Craft beer for 2023 SPF Tasting	11/15/2023	1,320.66
			Total for Check Number 10136:	1,320.6
10137	409	Willdan Financial Services	11/15/2023	
	010-56405	Special assessment case no. 19cv-01840 1524	gr	500.0
			Total for Check Number 10137:	500.00
			Total for 11/15/2023:	333,381.82
10138	395	Administrative Solution, Inc.	11/17/2023	
	112022	PR Batch 00028.10.2023 ASI	PR Batch 00028.10.2023 ASI	75.00
	112023 112023	Admin Solutions Fee November 2023 Admin Solutions Fee November 2023		12.5 12.5
			Total for Check Number 10138:	100.00
10139	393	California State Disbursement Unit	11/17/2023	
	Held 11112023	200000000434371 & 200000001251470 PR E	End	512.7
	Held 11112023 HELD 111123	200000001275069 PR Ending 11/11/2023 Case 0993764321-01 Mejia PR Ending 11/11/	20:	380.3 123.0
			Total for Check Number 10139:	1,016.1
10140	405	Premier Access Insurance Company	11/17/2023	
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		80.30
	Claims 10252023 Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023 Group ID: 942 Acct.# 884 Claims 10/25/2023		1.60 0.69

Check No	Vendor No Invoice No	Vendor Name	Check Date Reference	Check Amount
		Description	Reference	1.50
	Claims 10252023	Group ID: 942 Acet.# 884 Claims 10/25/2023		1.50
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.41
	Claims 10252023	Group ID: 942 Acet # 884 Claims 10/25/2023		0.15
	Claims 10252023	Group ID: 942 Acet.# 884 Claims 10/25/2023		2.70
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.15
	Claims 10252023	Group ID: 942 Acet.# 884 Claims 10/25/2023		1.23
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.15
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.07
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.26
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.02
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.25
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		3.09
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.41
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.05
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.88
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		3.40
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.32
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.20
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		4.10
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		3.01
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.77
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		45.05
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.03
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		2.54
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.55
	Claims 10252023	Group ID: 942 Acet.# 884 Claims 10/25/2023		0.10
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.11
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.56
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		33.05
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.56
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		3.60
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.85
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.27
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.25
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.11
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.89
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.15
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		3.43
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.61
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.04
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.46
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.64
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.36
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		2.37
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		0.49
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.00
	Claims 10252023	Group ID: 942 Acct.# 884 Claims 10/25/2023		1.57
	Claims 10252023	Group ID: 942 Acet.# 884 Claims 10/25/2023		25.65
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		6.27
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		3.38
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.40
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.24
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		2.24
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		1,609.40
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		2.74
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.26
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023 Group ID: 942 Acet.# 884 Claims 11/01/2023		148.72
	Claims 11012023	Similar Field (March 2011) The Committee of the Committee		0.05
		Group ID: 942 Acet # 884 Claims 11/01/2023		
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.21

Check No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.2
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		2.43
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		1.00
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		2.24
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.13
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		1.82
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.18
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		132.98
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.02
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		54.58
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.50
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		13.57
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.27
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.02
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.02
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.19
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		67.37
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		4.01
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.59
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		3.52
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.78
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		1.64
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.42
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.27
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.59
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		9.46
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		132.98
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.50
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		1.46
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.13
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		2.56
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.22
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		5.30
	Claims 11012023	Group ID: 942 Acet.# 884 Claims 11/01/2023		0.57
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.05
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.05
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.60
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.08
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		0.34
	Claims 11012023	Group ID: 942 Acct.# 884 Claims 11/01/2023		1.64
	Claims 11082023	Dental Claims 11/08/2023		945.00
			Total for Check Number 10140:	2 400 20
10141	598	Standard Lawrence C. D.D.		3,400.20
10141	112023	Standard Insurance Company RB	11/17/2023	
	112023	Life & LTD Premium November 2023		0.16
	112023	Life & LTD Premium November 2023		0.28
	112023	Life & LTD Premium November 2023		6.14
	112023	Life & LTD Premium November 2023		1.41
		Life & LTD Premium November 2023		88.59
	112023	Life & LTD Premium November 2023		1.66
	112023	Life & LTD Premium November 2023		0.09
	112023	Life & LTD Premium November 2023		3.52
	112023	Life & LTD Premium November 2023		0.13
	112023	Life & LTD Premium November 2023		23.02
	112023	Life & LTD Premium November 2023		6.68
	112023	Life & LTD Premium November 2023		0.16
	112023	Life & LTD Premium November 2023		0.51
	112023	Life & LTD Premium November 2023		1.79
	112023	Life & LTD Premium November 2023		0.29

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	112023	Life & LTD Premium November 2023		33.00
	112023	Life & LTD Premium November 2023		142.44
	112023	Life & LTD Premium November 2023		3.97
	112023	Life & LTD Premium November 2023		8.22
	112023	Life & LTD Premium November 2023		4.40
	112023	Life & LTD Premium November 2023		1.73
	112023	Life & LTD Premium November 2023		0.09
	112023	Life & LTD Premium November 2023		8.58
	112023	Life & LTD Premium November 2023		5.45
	112023	Life & LTD Premium November 2023		0.87
	112023	Life & LTD Premium November 2023		0.72
	112023	Life & LTD Premium November 2023		0.74
	112023	Life & LTD Premium November 2023		2.07
	112023	Life & LTD Premium November 2023		0.64
	112023	Life & LTD Premium November 2023		15.33
	112023	Life & LTD Premium November 2023		3.97
	112023	Life & LTD Premium November 2023		12.84
	112023	Life & LTD Premium November 2023		58.06
	112023	Life & LTD Premium November 2023		1.01
	112023	Life & LTD Premium November 2023		261.17
	112023	Life & LTD Premium November 2023		5.96
	112023	Life & LTD Premium November 2023		2.44
	112023	Life & LTD Premium November 2023		73.05
	112023	Life & LTD Premium November 2023		0.92
	112023	Life & LTD Premium November 2023		72.22
	112023	Life & LTD Premium November 2023		0.43
	112023	Life & LTD Premium November 2023		
	112023	Life & LTD Premium November 2023		52.40
	112023	Life & LTD Premium November 2023		28.70
	112023	Life & LTD Premium November 2023		1,424.93
	112023	Life & LTD Premium November 2023		1.93
				41.55
	112023	Life & LTD Premium November 2023		0.65
	112023	Life & LTD Premium November 2023		1.99
	112023	Life & LTD Premium November 2023		96.55
	112023	Life & LTD Premium November 2023		9.76
	112023	Life & LTD Premium November 2023		5.43
	112023	Life & LTD Premium November 2023		0.90
	112023	Life & LTD Premium November 2023		0.45
	112023	Life & LTD Premium November 2023		234.57
	112023	Life & LTD Premium November 2023		11.91
	112023	Life & LTD Premium November 2023		0.07
	112023	Life & LTD Premium November 2023		1.11
	112023	Life & LTD Premium November 2023		1.46
			Total for Check Number 10141:	2,769.11
10142	1284	State of California	11/17/2023	
	112023	CAse # 618423401 PR Ending 11/11/2023		65.08
			Total for Check Number 10142:	65.08
10143	608	Vision Service Plan- CA	11/17/2023	
	819084331	Vision Claims Oct 2023		37.88
	819084331	Vision Claims Oct 2023		37.88
	819084331	Vision Claims Oct 2023		1,035.38
			Total for Check Number 10143:	1,111.14
			Total for 11/17/2023:	8,461.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10111	1250	X	11/00/0000	
10144	1379 2023-001	Nancy Aguilar Park Deposit Refund- Max Foster 11/04/2023	11/22/2023	150.00
			Total for Check Number 10144:	150.00
10145	250	Alhambra	11/22/2023	
	14654651 111223	Drinking Water for City Hall & Fire 10/25 & 1	1/	237.17
	14654651 111223	Drinking Water for City Hall & Fire 10/25 & 1	1/	65.45
			Total for Check Number 10145:	302.62
10146	1307	Amazon Capital Services	11/22/2023	
	119P-YT6M-P9CC	LED American Flag string lights		7.14
	119P-YT6M-P9CC	LED American Flag string lights		7.14
	119P-YT6M-P9CC	LED American Flag string lights		7.15
	17VD-FT96-X4CG	Coffee cups for PW staff		23.88
	17VD-FT96-X4CG	Coffee cups for PW staff		23.88
	17VD-FT96-X4CG	Coffee cups for PW staff		23.86
	17VD-FT96-X4CG	Coffee cups for PW staff		23.88
	17VD-FT96-X4CG	Coffee cups for PW staff		23.88
	19J1-F9KM-3HVW	Transfer punch set for drilling holes		23.67
	19TN-GT34-WHR4	3 spray tip 413 for spray gun- Park benches		90.48
	1CHF-C9RT-FLQW	Welding Consumables for the shop		22.47
	1DMN-MV1Q-7MM1			1.06
	1DMN-MV1Q-7MM1			3.46
		Spark plugs inner tube oil filter tire		4.14
	TOP AND RESTORED AND ADDRESS OF ACTION AND ADDRESS.	Spark plugs inner tube oil filter tire		1.47
	the second control of	Spark plugs inner tube oil filter tire Spark plugs inner tube oil filter tire		0.27
		Spark plugs inner tube oil filter tire		6.21 0.12
	DESCRIPTION OF THE PROPERTY OF	Spark plugs inner tube oil filter tire		1.46
		Spark plugs inner tube oil filter tire		44.94
	NO SEPTEMBER TO THE TOTAL OF SEPTEMBER AND SE	Spark plugs inner tube oil filter tire		0.66
		Spark plugs inner tube oil filter tire		2.23
		Spark plugs inner tube oil filter tire		0.95
		Spark plugs inner tube oil filter tire		1.80
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		1.19
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		2.31
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		8.90
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		1.61
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		0.04
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		2.62
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		1.08
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		0.08
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		0.14
	1DMN-MV1Q-7MM1	Spark plugs inner tube oil filter tire		1.68
	and the state of the control of the state of	Spark plugs inner tube oil filter tire		0.53
		Spark plugs inner tube oil filter tire		0.17
	1DMN-MV1Q-7MM1			0.38
	1DMN-MV1Q-7MM1	* * Various * Proceedings of the Control of the Con		0.40
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		1.57
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		39.47
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.10
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.15
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.84
	IDVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		7.81
	1DVK-R3P1-GDQ3 1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube SCAG Mower Tires & Inner Tube		1.42 0.35
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube SCAG Mower Tires & Inner Tube		1.29
	נטעט-ו ונא-איז עו	SCALO MOWEL THES & HIHEL TUDE		1.49

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.03
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		1.29
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		2.32
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		1.96
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.24
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		3.04
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		1.47
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.33
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.12
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		1.04
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.94
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.58
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		2.03
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		5.45
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.07
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.95
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		0.46
	1DVK-R3P1-GDQ3	SCAG Mower Tires & Inner Tube		3.62
	1J6X-PKJR-7DFL	Metal punch set		11.33
	1J6X-PKJR-7DFL	Metal punch set		11.33
	1J6X-PKJR-7DFL	Metal punch set		11.36
	IJDL-YCGR-K37D	Bostitch electric stapler for Mayra		11.96
	1JDL-YCGR-K37D	Bostitch electric stapler for Mayra		7.98
	1JDL-YCGR-K37D	Bostitch electric stapler for Mayra		13.95
	1JDL-YCGR-K37D	Bostitch electric stapler for Mayra		5.98
	1KX4-6H19-3RPJ	Trailer hitch pin receiver		7.86
	1KX4-6H19-3RPJ	Trailer hitch pin receiver		7.88
	1KX4-6H19-3RPJ	Trailer hitch pin receiver		7.88
	1KX4-6H19-3RPJ	Trailer hitch pin receiver		7.88
	1M31-RYNK-9V6L	12 pairs of safety glasses for staff		7.45
	1M31-RYNK-9V6L	12 pairs of safety glasses for staff		7.47
	1MM6-9C7R-CMVL	Punch set & punch tools for drilling shop		23.64
	1MQ6-4DXH-74C7	Replacement original self inking stamp blue		6.82
	1MQ6-4DXH-74C7	Replacement original self inking stamp blue		6.83
	1MQ6-4DXH-74C7	Replacement original self inking stamp blue		6.82
	1QHT-4HD7-1HTD	COVID Tests for all PW Dept		48.30
	1QHT-4HD7-1HTD	COVID Tests for all PW Dept		48.30
	1QHT-4HD7-1HTD	COVID Tests for all PW Dept		48.30
	1QHT-4HD7-1HTD	COVID Tests for all PW Dept		48.30
	1QN9-HKLR-4VKL	Floor mats for P6- PD		96.96
	1QNL-3LDY-6Q71	Light tower E16-45 repair parts		11.68
	1TFJ-GKCN-4FDN	Tyrek suits for use when spraying weeds for al	lr	108.77
	1TFJ-GKCN-4FDN	Tyrek suits for use when spraying weeds for al		108.77
	1TFJ-GKCN-4FDN	Tyrek suits for use when spraying weeds for all		108.77
	1TFJ-GKCN-4FDN	Tyrek suits for use when spraying weeds for all		108.76
	IVJM-KGV4-7DJX	Wiring for Jose's work truck 1734		28.00
	1VJM-KGV4-7DJX	Wiring for Jose's work truck 1734		28.02
	1X74-CRLV-3Q6H	Carlisle sawtooth kart tire for the scag mower		26.65
	1X74-CREV-3Q011	Carriste sawtootii kait tiie toi tile scag mowel		20.03
			Total for Check Number 10146:	1,430.27
10147	253	AT&T	11/22/2023	
	000020760311	DOJ Connections10/01/2023-10/31/2023		470.44
			Total for Check Number 10147:	470.44
10148	282	AT&T Mobility	11/22/2023	
	287277171264X11	October 2023 City Manger Monthly Cell Serv		5.10
	287277171264X11	October 2023 City Manger Monthly Cell Serv		10.19
	287277171264X11	October 2023 City Treasure Katherine Monthl		89.96

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	287277171264X11	October 2023 City Manger Monthly Cell Service		30.59
	287277171264X11	October 2023 City Manger Monthly Cell Service		35.68
	287277171264X11	October 2023 City Manger Monthly Cell Service		20.39
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		313.66
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		2.41
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.45
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		96.55
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		80.05
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.78
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		9.62
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.62
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.82
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.08
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		13.47
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.75
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.14
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.47
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.97
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.60
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		13.26
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		10.28
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.57
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.51
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.24
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		23.74
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		15.08
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.13
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		333.93
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		5.75
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.73
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.80
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		19.87
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		26.80
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		101.04
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		51.01
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		35.58
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		8.91
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.90
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.67
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.46
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		2.29
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		6.49
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.06
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.92
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.01
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		70.19
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		1.68
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.07
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.25
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		57.03
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		84.34
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.54
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		8.39
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		0.40
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		9.78
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		6.13
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		3.00
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		135.85
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept Cel		7.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	287306714894x11	Oct 3 2023-Nov 2 2023 PW CH & Rec Dept		0.19
			Total for Check Number 10148:	1,764.43
10149	1374	B&B Plumbing & Construction, Inc	11/22/2023	
	28424	Service call: Unclog urinal at PD		250.00
			Total for Check Number 10149:	250.00
10150	162 112023	Steve Bassi Planning Commissioners Monthly Stipend 11	11/22/2023 /202	25.00
			Total for Check Number 10150:	25.00
10151	1381	Brink's Incorporated	11/22/2023	
	12449781	November 2023 Bank Transportation		115.16
	12449781	November 2023 Bank Transportation		115.17
	12449781	November 2023 Bank Transportation		115.16
			Total for Check Number 10151:	345.49
10152	193	BSK Associates	11/22/2023	
	AG25277	Arsenic CA DW ICPMS and Manganese CA	L DW	94.00
	AG25447	Quanti-Tray Total Coliform and E. Coli Sam	ple l	166.00
	AG25708	Arsenic CA DW ICPMS and Manganese CA	ADW	94.00
	AG25878	EXT- Gross Alpha		98.00
	AG25921	Arsenic CA DW ICPMS and Manganese CA	A DW	262.00
	AG26109	BOD Sample R-1 Pick ip TDS TSS	was x	265.00
	AG26171	Quanti-Tray Total Coliform and E. Coli Sam	ple I	166.00
	AG26284 AG26745	BOD Sample R-1 Pick ip TDS TSS BOD Sample R-1 Pick ip TDS TSS		265.00 310.00
	AG26874	HPC 48h Quanti-Tray 51 Total Coliform and	IE (	462.00
	AG26875	Quanti-Tray Total Coliform and E. Coli Sam		166.00
	AG26878	Quanti-Tray Total Coliform and E. Coli Sam		154.00
	AG26898	Nitrate N and TCP Low Level		1,238.00
	AG27004	Arsenic CA DW ICPMS and Manganese CA	ADW	258.00
			Total for Check Number 10152:	3,998.00
10153	1019	Buchalter	11/22/2023	
	1229078	Services rendered 07/2023 File No: C5264-3		2,879.00
	1229080	Services rendered 07/2023 File No: C5264-5	5	1,201.50
	1235838	Services rendered 08/2023 File No: C5264-3		5,941.95
	1235840	Services rendered 08/2023 File No: C5264-5	5	319.00
	1243045	Services rendered 09/2023 File No: C5264-3		2,475.00
	1243046	Services rendered 09/2023 File No: C5264-5		46.00
	1249078 1249079	Services rendered 10/2023 File No: C5264-3 Services rendered 10/2023 File No: C5264-5		6,203.10 655.50
			Total for Check Number 10153:	19,721.05
10154	1100	CAL FIRE	11/22/2023	
1015.	0000001546361	Mt. Bullion Crew Clean Up for August 2023		68.12
	0000001546361	Mt. Bullion Crew Clean Up for August 2023		613.12
			Total for Check Number 10154;	681.24
10155	192	Cal Traffic	11/22/2023	
	20440	4x8 sign for Ark Park Project		244.97
	20440	4x8 sign for Ark Park Project		244.97
	20441	2 Gallo Rd Replacement Signs		87.10
	20455	Green Waste Sign for WWTP		141.54

Check Amount	Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
718.58	Total for Check Number 10155:			
	11/22/2023	Central Valley Umpire Association	681	10156
532.00	9	2023 Fall Coed- September-November Mon. 1	2023 Fall	
532.00	Total for Check Number 10156:			
	11/22/2023	Charter Communications Holdings, LLC	272	10157
133.93		Internet & Voice Service 11/07-12/06/2023	0151296110723	
133.93	Total for Check Number 10157:			
	11/22/2023	Cintas Corporation No. 2	914	10158
91.46		First Aid Supplies	5182436076	
91.46 91.46		First Aid Supplies	5182436076	
91.45		First Aid Supplies First Aid Supplies	5182436076 5182436076	
365.83	Total for Check Number 10158:			
303.63		CL L D. C L CG. L I	1220	10150
41.00	11/22/2023	Clark Pest Control of Stockton, Inc. City Hall Pest Control 11/08/2023	1239 34329890	10159
41.00		Police Dept Pest Control 11/08/2023	34329895	
41.00		Fire Dept Pest Control 11/08/2023	34329899	
51.00	3	PW Office & Corpyard Pest Control 11/08/202	34329907	
40.00		Senior Center Pest Control 11/08/2023	34329909	
214.00	Total for Check Number 10159:			
309,738.00	11/22/2023	Conco West, Inc Well 8A Project Period Ending 10/01/2023-10/	447 Payment No. 02	10160
309,738.00	Total for Check Number 10160:			
	11/22/2023	CoreLogic Solutions, LLC	283	10161
66.67		Geographic Package for the Month of 11/2023	82191148	
66.67		Geographic Package for the Month of 11/2023	82191148	
66.66		Geographic Package for the Month of 11/2023	82191148	
200.00	Total for Check Number 10161:			
	11/22/2023	Creative Service of New England	850	10162
737.95		Badge Stickers- PD	C23-27781	
737.95	Total for Check Number 10162:			
	11/22/2023	CSG Consultants, Inc.	1308	10163
13,846.75		Professional Service 08/26/2023-09/29/2023	53662	
13,846.75	Total for Check Number 10163:			
	11/22/2023	Department of Justice Accounting Office	293	10164
459.00		LiveScan October 2023 Fees	692202	
459.00	Total for Check Number 10164:			
	11/22/2023	Don's Mobile Glass	547	10165
433.45	v	Plexi Glass for Memorial Park Kitchen Window	ITUR566419	
433.45	Total for Check Number 10165:			
	11/22/2023	EZ Auto Supply	163	10166

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	371909	Ratchet & Extension for blade removal		2.97
	371909	Ratchet & Extension for blade removal		1.78
	371909	Ratchet & Extension for blade removal		0.28
	371909	Ratchet & Extension for blade removal		. 2.44
	371909	Ratchet & Extension for blade removal		5.74
	371909	Ratchet & Extension for blade removal		1.77
	371909	Ratchet & Extension for blade removal		1.97
	371909	Ratchet & Extension for blade removal		4.36
	371909	Ratchet & Extension for blade removal		0.13
	371909	Ratchet & Extension for blade removal		0.87
	371909	Ratchet & Extension for blade removal		0.45
	371909	Ratchet & Extension for blade removal		10.28
	371909	Ratchet & Extension for blade removal		1.57
	371909	Ratchet & Extension for blade removal		2.78
	371909	Ratchet & Extension for blade removal		74.43
	371909	Ratchet & Extension for blade removal		0.19
	371909	Ratchet & Extension for blade removal		0.63
	371909	Ratchet & Extension for blade removal		6.80
	371909	Ratchet & Extension for blade removal		3.83
	371909	Ratchet & Extension for blade removal		1.10
	371909	Ratchet & Extension for blade removal		2.43
	371909	Ratchet & Extension for blade removal		0.00
	371909	Ratchet & Extension for blade removal		0.66
	371909	Ratchet & Extension for blade removal		2.6
	371909	Ratchet & Extension for blade removal		0.22
	371909	Ratchet & Extension for blade removal		3.68
	371909	Ratchet & Extension for blade removal		14.74
	371924	Oil filter for Wood Chipper #1279		0.53
	371924	Oil filter for Wood Chipper #1279		0.39
	371924	Oil filter for Wood Chipper #1279		0.43
	371924	Oil filter for Wood Chipper #1279		0.63
	371924	Oil filter for Wood Chipper #1279		0.60
	371924	Oil filter for Wood Chipper #1279		0.03
	371924	Oil filter for Wood Chipper #1279		0.83
	371924	Oil filter for Wood Chipper #1279		16.0
	371924	Oil filter for Wood Chipper #1279		1.24
	371924	Oil filter for Wood Chipper #1279		0.0
	371924	Oil filter for Wood Chipper #1279		0.14
	371924	Oil filter for Wood Chipper #1279		0.52
	371924			
	371924	Oil filter for Wood Chipper #1279 Oil filter for Wood Chipper #1279		0.24
	371924	THE STATE OF THE S		0.18
		Oil filter for Wood Chipper #1279		0.39
	371924	Oil filter for Wood Chipper #1279		0.10
	371924	Oil filter for Wood Chipper #1279		0.00
	371924	Oil filter for Wood Chipper #1279		0.14
	371924	Oil filter for Wood Chipper #1279		1.49
	371924	Oil filter for Wood Chipper #1279		2.22
	371924	Oil filter for Wood Chipper #1279		0.04
	371924	Oil filter for Wood Chipper #1279		0.34
	371924	Oil filter for Wood Chipper #1279		3.19
	371924	Oil filter for Wood Chipper #1279		0.03
	371924	Oil filter for Wood Chipper #1279		0.80
	371924	Oil filter for Wood Chipper #1279		0.58
	371924	Oil filter for Wood Chipper #1279		0.94
	372044	Car cleaning supplies for all dept		7.54
	372044	Car cleaning supplies for all dept		7.54
	372044	Car cleaning supplies for all dept		7.54
	372044	Car cleaning supplies for all dept		7.5
	372044	Car cleaning supplies for all dept		7.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	372044	Car cleaning supplies for all dept		7.54
	372044	Car cleaning supplies for all dept		7.54
			Total for Check Number 10166:	233.89
10167	449	Fineline Striping	11/22/2023	
10107	475	City Wide School Crosswalks Area #4-(Main S		3,450.00
	490	School Crosswalks-Area #6 Main St. in front o		3,975.00
			Total for Check Number 10167:	7,425.00
22 222	800			7,425.00
10168	877	First American Title Company	11/22/2023	100.00
	2065-2065101643	891 Olds Ave, Liv Parcel (East AVe Storm Ren	01	400.00
			Total for Check Number 10168:	400.00
10169	1040	Flock Safety	11/22/2023	
	INV-24508	Flock Camera System Annual Lease		5,625.00
			Total for Check Number 10169:	5,625.00
10170	1151	Jose Flores	11/22/2023	
	112023	Planning Commisioners Monthly Stipend 11/20	02	25.00
			Total for Check Number 10170:	25.00
10171	188	Frontier	11/22/2023	
	2091980133	Frontier 2 Way Radio Circuit 10/15-11/14/2023		33.03
	2091980133	Frontier 2 Way Radio Circuit 10/15-11/14/2023	3	20.27
	2091980133	Frontier 2 Way Radio Circuit 10/15-11/14/2022	3	7.51
	2091980133	Frontier 2 Way Radio Circuit 10/15-11/14/2023	3	4.50
	2091980133	Frontier 2 Way Radio Circuit 10/15-11/14/2023	3	4.51
	2091980133	Frontier 2 Way Radio Circuit 10/15-11/14/202.	3	5.25
	2093943344	PW Phone Services 10/15/2023-11/14/2023		396.83
	2093943417	Council Chambers Phone Services 11/01/2023	-1	130.58
	2093947966	WTTP Phone Services 10/15/2023-11/14/2023		312.16
	2093948041	Main Phone Services 10/15-11/14/2023		53.18
	2093948041	Fiber Optic Services 10/15-11/14/2023		56.18
	2093948041	Main Phone Services 10/15-11/14/2023		35.46
	2093948041	Main Phone Services 10/15-11/14/2023		195.05
	2093948041	Fiber Optic Services 10/15-11/14/2023		99.40
	2093948041	Fiber Optic Services 10/15-11/14/2023		99.40
	2093948041	Fiber Optic Services 10/15-11/14/2023		121.01
	2093948041	Main Phone Services 10/15-11/14/2023		35.46
	2093948041	Fiber Optic Services 10/15-11/14/2023		164.23
	2093948041	Fiber Optic Services 10/15-11/14/2023		99.40
	2093948041	Fiber Optic Services 10/15-11/14/2023		416.33
	2093948041	Fiber Optic Services 10/15-11/14/2023		164.23
	2093948041	Main Phone Services 10/15-11/14/2023		13.59
	2093948041	Main Phone Services 10/15-11/14/2023		324.56
	2093948041	Fiber Optic Services 10/15-11/14/2023		164.23
	2093948041	Fiber Optic Services 10/15-11/14/2023		56.18
	2093948041	Main Phone Services 10/15-11/14/2023		73.52
	2093948044 5301970347	PW Phone Services 10/15/2023-11/14/2023 SCADA Well 17 Phone Service 10/26/2023-11	/2	126.59 380.00
			Total for Check Number 10171:	3,592.64
40:	150			5,592.04
10172	159	Andres Fuentes	11/22/2023	
	112023	Planning Commisioners Monthly Stipend 11/2	02	25.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10172:	25.00
10173	164	Garza Tire & Wheel, Inc	11/22/2023	
	912678	2 new front tires replaced on the J	ohn Deere Bac	246.07
	912678	2 new front tires replaced on the J	ohn Deere Bac	246.07
	912678	2 new front tires replaced on the J	ohn Deere Bac	246.07
	912678	2 new front tires replaced on the J	ohn Deere Bac	246.07
	912810	2 replacement tires for Diesel Exr	nark Mower E1	9.52
	912810	2 replacement tires for Diesel Extra	nark Mower E1	25.53
	912810	2 replacement tires for Diesel Exr		9.15
	912810	2 replacement tires for Diesel Exr		0.47
	912810	2 replacement tires for Diesel Exr		4.39
	912810	2 replacement tires for Diesel Exr		0.31
	912810	2 replacement tires for Diesel Exr		4.41
	912810	2 replacement tires for Diesel Exr		1.12
	912810	2 replacement tires for Diesel Exr		6.64
	912810	2 replacement tires for Diesel Exr		3.91
	912810	2 replacement tires for Diesel Exr		2.15
	912810 912810	2 replacement tires for Diesel Exr		7.38
	912810	2 replacement tires for Diesel Exr		1.56
	912810	2 replacement tires for Diesel Exr 2 replacement tires for Diesel Exr		17.05 10.82
	912810	2 replacement tires for Diesel Ext		2.72
	912810	2 replacement tires for Diesel Exr		36.61
	912810	2 replacement tires for Diesel Exr		6.05
	912810	2 replacement tires for Diesel Exr		184.91
	912810	2 replacement tires for Diesel Ext		0.56
	912810	2 replacement tires for Diesel Ext		6.90
	912810	2 replacement tires for Diesel Ext		0.70
	912810	2 replacement tires for Diesel Exr		6.02
	912810	2 replacement tires for Diesel Exr		0.15
	912810	2 replacement tires for Diesel Exr		4.90
	912810	2 replacement tires for Diesel Exr		14.26
	912810	2 replacement tires for Diesel Exr	nark Mower E1	1.64
	912892	Tire replacement on disks		109.49
	912940	4 tires for manuel work truck veh	1508	0.30
	912940	4 tires for manuel work truck veh	1508	5.98
	912940	4 tires for manuel work truck veh	1508	4.63
	912940	4 tires for manuel work truck veh	1508	0.98
	912940	4 tires for manuel work truck veh	1508	4.33
	912940	4 tires for manuel work truck veh	1508	0.19
	912940	4 tires for manuel work truck veh	1508	3.80
	912940	4 tires for manuel work truck veh		1.71
	912940	4 tires for manuel work truck veh		116.13
	912940	4 tires for manuel work truck veh		77.42
	912940	4 tires for manuel work truck veh		309.67
	912940	4 tires for manuel work truck veh		0.71
	912940	4 tires for manuel work truck veh		10.69
	912940	4 tires for manuel work truck veh		2.77
	912940	4 tires for manuel work truck veh		4.17
	912940	4 tires for manuel work truck veh		77.42
	912940	4 tires for manuel work truck veh		1.36
	912940 912940	4 tires for manuel work truck veh		3.78 2.45
	912940	4 tires for manuel work truck veh 4 tires for manuel work truck veh		3.08
	912940	4 tires for manuel work truck veh		0.44
	912940	4 tires for manuel work truck veh		8.96
	912940	4 tires for manuel work truck veh		2.76
	912940	4 tires for manuel work truck veh		0.10
	same (M.)	manaer from track ven	POSTATE .	0.10

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	912940	4 tires for manuel work truck veh 1508		6.79
	912940	4 tires for manuel work truck veh 1508		16.03
	912940	4 tires for manuel work truck veh 1508		1.03
	912940	4 tires for manuel work truck veh 1508		0.34
	912940	4 tires for manuel work truck veh 1508		5.75
	912940	4 tires for manuel work truck veh 1508		22.99
	912940	4 tires for manuel work truck veh 1508		77.42
			Total for Check Number 10173:	2,237.78
10174	262	Gilton Solid Waste	11/22/2023	
	092023	Sanitation contract services for September 2023		105,883.70
	102023	Sanitation contract services for October 2023		105,925.66
	923646	14960 Vinewood Dirt & Leaf Pick up box rental		3,367.90
	923647	14960 Vinewood Trash Pick up box rental 09/20		6,366.85
	923648	2238 Walnut Trash & Box Rental pick up 09/202	2	104.00
			Total for Check Number 10174:	221,648.11
10175	819	Great West Equipment, Inc.	11/22/2023	
10175	23812	Fuel Pump for crack seal machine	I I I so to to to to to	595.32
			Total for Check Number 10175:	595.32
10176	963	Hanson Bridgett LLP	11/22/2023	
10170	1353859	Legal Services rendered through 06/30/2023	I I I don food date of date of	37,693.25
	1355813	Legal Services rendered through 07/31/2023		19,310.98
	1357675	Legal Services rendered through 08/31/2023		15,561.75
	1360714	Legal Services rendered through 09/30/2023		9,334.00
			Total for Check Number 10176:	81,899.98
10177	425	HdL Coren & Cone	11/22/2023	
101,,	SIN032894	Contract Services Property Tax: October-Decem		1,500.00
			Total for Check Number 10177:	1,500.00
10178	266	Hilmar Lumber	11/22/2023	
	633298	Drain box and pvc pipe for Ark Park Drain Basis		81.66
	633298	Drain box and pvc pipe for Ark Park Drain Basin		5.24
	633298	Drain box and pvc pipe for Ark Park Drain Basis		22.07
	633298	Drain box and pvc pipe for Ark Park Drain Basin		2.23
	633298	Drain box and pvc pipe for Ark Park Drain Basis		19.27
	633298	Drain box and pvc pipe for Ark Park Drain Basin		19.37
	633298	Drain box and pvc pipe for Ark Park Drain Basis		12.50
	633298	Drain box and pvc pipe for Ark Park Drain Basis		29.27
	633298	Drain box and pvc pipe for Ark Park Drain Basis		1.53
	633298	Drain box and pvc pipe for Ark Park Drain Basis		34.60
	633298	Drain box and pvc pipe for Ark Park Drain Basis		54.46
	633298	Drain box and pvc pipe for Ark Park Drain Basis		45.60
	633298	Drain box and pvc pipe for Ark Park Drain Basi		3.60
		and the state of t		
	633298 633298	Drain box and pvc pipe for Ark Park Drain Basi		14.11 14.07
		Drain box and pvc pipe for Ark Park Drain Basi		8.71
	633298	Drain box and pvc pipe for Ark Park Drain Basi		6.89
	633298	Drain box and pvc pipe for Ark Park Drain Basi		
	633298	Drain box and pvc pipe for Ark Park Drain Basi		4.98
	633298	Drain box and pvc pipe for Ark Park Drain Basi		15.66
	633298	Drain box and pvc pipe for Ark Park Drain Basi		1.78
	633298	Drain box and pvc pipe for Ark Park Drain Basi		30.44 1.00
	633298	Drain box and pvc pipe for Ark Park Drain Basi		
	633298	Drain box and pvc pipe for Ark Park Drain Basi	I	0.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	633298	Drain box and pvc pipe for Ark Park Drain Basir		117.08
	633298	Drain box and pvc pipe for Ark Park Drain Basir		21.25
	633298	Drain box and pvc pipe for Ark Park Drain Basir		23.59
			Total for Check Number 10178:	591.46
10179	358	Hilmar Ready Mix Rockery Nursery, LLC	11/22/2023	
10175	12312	2.5 yards of concrete for grapevine sidewalk repa		560.30
			Total for Check Number 10179:	560.30
10180	501	Hunt & Sons, Inc.	11/22/2023	
10160	650687	Fuel 10/13/2023	11/22/2023	110.71
	650687	Fuel 10/13/2023 Fuel 10/13/2023		119.71
				535.18
	650687	Fuel 10/13/2023		11.52
	650687	Fuel 10/13/2023		14.08
	650687	Fuel 10/13/2023		113.05
	650687	Fuel 10/13/2023		5.12
	650687	Fuel 10/13/2023		46.09
	650687	Fuel 10/13/2023		28.17
	650687	Fuel 10/13/2023		25.62
	650687	Fuel 10/13/2023		25.61
	650687	Fuel 10/13/2023		51.21
	650687	Fuel 10/13/2023		67.22
	650687	Fuel 10/13/2023		135.33
	679364	Fuel sales 10/17/2023		5.86
	679364	Diesel sales 10/17/2023		15.35
	679364	Diesel sales 10/17/2023		320.78
	679364	Diesel sales 10/17/2023		27.63
	679364	Fuel sales 10/17/2023		32.23
	679364	Diesel sales 10/17/2023		3.07
	679364	Fuel sales 10/17/2023		16.12
	679364	Diesel sales 10/17/2023		81.12
	679364	Diesel sales 10/17/2023		15.36
	679364	Fuel sales 10/17/2023		154.86
	679364	Diesel sales 10/17/2023		30.70
	679364	Diesel sales 10/17/2023		71.75
	679364	Fuel sales 10/17/2023		136.98
	679364	Fuel sales 10/17/2023		29.30
	679364	Fuel sales 10/17/2023		13.19
	679364	Fuel sales 10/17/2023		129.36
	679364	Fuel sales 10/17/2023		52.74
	679364	Fuel sales 10/17/2023		29.30
	679364	Diesel sales 10/17/2023		40.29
	679364	Fuel sales 10/17/2023		612.39
	679364	Fuel sales 10/17/2023		76.91
	679364	Diesel sales 10/17/2023		8.44
	679364	Fuel sales 10/17/2023		58.60
	679364	Diesel sales 10/17/2023		67.76
	679364	Diesel sales 10/17/2023		6.91
	679364	Diesel sales 10/17/2023		16.88
	682414	Diesel sales 10/20/2023		15.82
	682414	Fuel sales 10/20/2023		95.27
	682414	Fuel sales 10/20/2023		114.04
	682414	Diesel sales 10/20/2023		300.64
	682414	Diesel sales 10/20/2023		67.25
	682414	Diesel sales 10/20/2023		2.88
	682414	Fuel sales 10/20/2023		23.74
	682414	Diesel sales 10/20/2023		63.51
	682414	Fuel sales 10/20/2023		56.64
	002-11-1	r del sales 10/20/2023		30.04

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	682414	Diesel sales 10/20/2023		28.77
	682414	Fuel sales 10/20/2023		11.87
	682414	Diesel sales 10/20/2023		25.89
	682414	Diesel sales 10/20/2023		7.91
	682414	Fuel sales 10/20/2023		4.32
	682414	Fuel sales 10/20/2023		43.16
	682414	Fuel sales 10/20/2023		21.58
	682414	Diesel sales 10/20/2023		14.37
	682414	Fuel sales 10/20/2023		21.58
	682414	Diesel sales 10/20/2023		14.38
	682414	Fuel sales 10/20/2023		100.88
	682414	Fuel sales 10/20/2023		9.71
	682414	Fuel sales 10/20/2023		38.84
	682414	Diesel sales 10/20/2023		6.47
	682414	Fuel sales 10/20/2023		450.98
	682414	Diesel sales 10/20/2023		37.76
	682414	Diesel sales 10/20/2023		76.02
	693446	Fuel 10/24/2023		125.11
	693446	Fuel 10/24/2023		26.77
	693446	Fuel 10/24/2023		48.17
	693446	Fuel 10/24/2023		118.15
	693446	Fuel 10/24/2023		
	693446	Fuel 10/24/2023		14.72
	693446	Fuel 10/24/2023		53.52
	693446	Fuel 10/24/2023		29.44
	693446			141.43
	693446	Fuel 10/24/2023		5.35
		Fuel 10/24/2023		559.31
	693446	Fuel 10/24/2023		70.25
	693446	Fuel 10/24/2023		12.04
	693446	Fuel 10/24/2023		26.76
	697934	Fuel 10/27/2023		79.10
	697934	Fuel 10/27/2023		54.24
	697934	Fuel 10/27/2023		30.13
	697934	Fuel 10/27/2023		6.03
	697934	Fuel 10/27/2023		33.15
	697934	Fuel 10/27/2023		60.26
	697934	Fuel 10/27/2023		159.25
	697934	Fuel 10/27/2023		13.56
	697934	Fuel 10/27/2023		140.87
	697934	Fuel 10/27/2023		133.03
	697934	Fuel 10/27/2023		30.13
	697934	Fuel 10/27/2023		16.57
	697934	Fuel 10/27/2023		629.76
	699990	Fuel 11/03/2023		78.39
	699990	Fuel 11/03/2023		139.60
	699990	Fuel 11/03/2023		29.87
	699990	Fuel 11/03/2023		13.44
	699990	Fuel 11/03/2023		59.72
	699990	Fuel 11/03/2023		5.97
	699990	Fuel 11/03/2023		16.42
	699990	Fuel 11/03/2023		157.82
	699990	Fuel 11/03/2023		131.84
	699990	Fuel 11/03/2023		624.11
	699990	Fuel 11/03/2023		29.86
	699990	Fuel 11/03/2023		53.75
	699990	Fuel 11/03/2023		32.85
	713642	Fuel sales 11/07/2023		64.55
	713642	Diesel sales 11/07/2023		49.26
	713642	Fuel sales 11/07/2023		16.08

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	713642	Diesel sales 11/07/2023		37.53
	713642	Fuel sales 11/07/2023		6.58
	713642	Fuel sales 11/07/2023		8.04
	713642	Diesel sales 11/07/2023		87.73
	713642	Diesel sales 11/07/2023		33.78
	713642	Fuel sales 11/07/2023		38.38
	713642	Diesel sales 11/07/2023		18.77
	713642	Fuel sales 11/07/2023		305.56
	713642	Diesel sales 11/07/2023		20.64
	713642	Diesel sales 11/07/2023		82.85
	713642	Diesel sales 11/07/2023		3.75
	713642	Diesel sales 11/07/2023		10.32
	713642	Fuel sales 11/07/2023		14.62
¥.	713642	Fuel sales 11/07/2023		29.24
	713642	Diesel sales 11/07/2023		99.18
	713642	Fuel sales 11/07/2023		77.27
	713642	Fuel sales 11/07/2023		2.92
	713642	Diesel sales 11/07/2023		392.20
	713642	Fuel sales 11/07/2023		26.32
	713642	Diesel sales 11/07/2023		8.44
	713642	Diesel sales 11/07/2023		18.76
	713642	Fuel sales 11/07/2023		68.35
	713642	Fuel sales 11/07/2023		14.62
			Total for Check Number 10180:	10,412.55
10181	268	Language Line Services, Inc.	11/22/2023	
	11135556	PD Translation Services		385.40
			Total for Check Number 10181:	385.40
10192	461	LEAF		
10182			11/22/2023	0.26
	15534881	Copier Lease for City Hall Printers		0.26
	15534881 15534881	Copier Lease for City Hall Printers		3.66
		Copier Lease for City Hall Printers		4.33
	15534881	Copier Lease for City Hall Printers		40.79
	15534881	Copier Lease for City Hall Printers		3.06
	15534881	Copier Lease for City Hall Printers		4.61
	15534881	Copier Lease for City Hall Printers		8.95
	15534881	Copier Lease for City Hall Printers		3.55
	15534881	Copier Lease for City Hall Printers		1.80
	15534881	Copier Lease for City Hall Printers		0.34
	15534881	Copier Lease for City Hall Printers		7.42
	15534881	Copier Lease for City Hall Printers		4.15
	15534881 15534881	Copier Lease for City Hall Printers		4.73
	15534881 15534881 15534881	Copier Lease for City Hall Printers Copier Lease for City Hall Printers		4.73 122.36
	15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers Copier Lease for City Hall Printers Copier Lease for City Hall Printers		4.73 122.36 2.79
	15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers Copier Lease for City Hall Printers Copier Lease for City Hall Printers Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36
	15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75
	15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75
	15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93
	15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93 8.16
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93 8.16
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93 8.16 3.19
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93 8.16 3.19 81.58
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93 8.16 3.19 81.58
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		4.73 122.36 2.79 7.36 0.75 0.21 1.48 9.93 8.16 3.19 81.58 15.95 0.30
	15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881 15534881	Copier Lease for City Hall Printers		

heck No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	15534881	Copier Lease for City Hall Printers		0.49
	15534881	Copier Lease for City Hall Printers		0.06
	15534881	Copier Lease for City Hall Printers		4.21
	15534881	Copier Lease for City Hall Printers		10.40
	15534881	Copier Lease for City Hall Printers		6.2
	15534881	Copier Lease for City Hall Printers		5.45
	15534881	Copier Lease for City Hall Printers		0.8
	15534881	Copier Lease for City Hall Printers		11.12
	15534881	Copier Lease for City Hall Printers		1.2:
	15534881	Copier Lease for City Hall Printers		2.3:
	15534881	Copier Lease for City Hall Printers		2.03
	15534881	Copier Lease for City Hall Printers		163.13
	15534881	Copier Lease for City Hall Printers		0.72
	15534881	Copier Lease for City Hall Printers		8.10
	15534881	Copier Lease for City Hall Printers		2.6
	15534881	Copier Lease for City Hall Printers		81.5
	15534881	Copier Lease for City Hall Printers		0.46
	15534881	Copier Lease for City Hall Printers		2.2.
	15534881	Copier Lease for City Hall Printers		122.3
	15534881	Copier Lease for City Hall Printers		3.2
	15534881	Copier Lease for City Hall Printers		0.94
	15534881	Copier Lease for City Hall Printers		8.72
	15534881	Copier Lease for City Hall Printers		8.10
	15534881	Copier Lease for City Hall Printers		4.7
	15534881	Copier Lease for City Hall Printers		1.9
	15534881	Copier Lease for City Hall Printers		16.33
	15534881	Copier Lease for City Hall Printers		0.44
			Total for Check Number 10182:	815.73
10183	402	Liebert Cassidy Whitmore	11/22/2023	
	252513	Professional Service rendered through 09/30/202		3,089.00
	253133	Prefessional Service rendered through 09/30/202		140.00
			Total for Check Number 10183:	3,229.00
10184	1114	Livingston Police Foundation	11/22/2023	
	2023	2023 Donation for Kops for Kids		1,000.00
			Total for Check Number 10184:	1,000.00
10105	0.40	M. T. I. D.	11/22/222	
10185	842	Matco Tools Distributor Inc.	11/22/2023	20.114.412
	258230	Clip removal tool for mechanics work truck 150		24.98
	258230	Clip removal tool for mechanics work truck 150		14.28
	258230	Clip removal tool for mechanics work truck 150		17.83
	258230	Clip removal tool for mechanics work truck 150		14.28
			Total for Check Number 10185:	71.39
10186	615	McClatchy Company LLC	11/22/2023	
	209398	2023 Slurry seals advertisement		626.14
	214355-453531	1-2-3 TCP Advertisement		233.50
	214355-453532	1-2-3 TCP Advertisement- Spanish		241.00
	214355-453850	Notice PH- Greenzone		529.30
	219307	PH Notice CC Meeting 10/17/2023-Greenzone		363.70
			Total for Check Number 10186:	1,993.70
10187	559	Merced County Environmental Health	11/22/2023	
	IN0113205	City of Livingston Corp Yard Generator & State		1,028.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	IN0114118	City of Livingston Well #9 State Surchage	& На	276.00
	IN0114119	City of Livingston Well #11 State Surchag		276.00
	IN0114120	City of Livingston Well #12 State Surcharg		276.00
	IN0114121	City of Livingston Well #13 State Surcharg	e & F	276.00
	IN0114122	City of Livingston Well #14 State Surcharg	e & F	276.00
	IN0114123	City of Livingston Well #16 State Surchage	& H	455.00
	IN0115228	City of Livingston Well #17 State Surchago	e & H:	276.00
			Total for Check Number 10187:	3,415.00
10188	269	Merced Pest Control	11/22/2023	
	134249	Range Pest Control		80.00
		*	Total for Check Number 10188:	80.00
10189	389	Mid Valley IT	11/22/2023	
10109	202143026	EDR Subscription	11/22/2023	0.24
	202143026	EDR Subscription		0.24
	202143026			0.02
	202143026	EDR Subscription		0.32
		November 2023 - Monthly IT Services		2.57
	202143026	November 2023- Monthly IT Services		0.86
	202143026	EDR Subscription		0.17
	202143026	EDR Subscription		0.08
	202143026	Security Awareness Training		0.02
	202143026	EDR Subscription		0.51
	202143026	EDR Subscription		0.04
	202143026	Security Awareness Training		15.41
	202143026	November 2023- Monthly IT Services		5.79
	202143026	Security Awareness Training		39.36
	202143026	Security Awareness Training		9.14
	202143026	November 2023- Monthly IT Services		5.16
	202143026	November 2023- Monthly IT Services		376.00
	202143026	EDR Subscription		0.12
	202143026	November 2023- Monthly IT Services		0.28
	202143026	November 2023- Monthly IT Services		0.16
	202143026	November 2023- Monthly IT Services		1.37
	202143026	November 2023- Monthly IT Services		0.23
	202143026	November 2023- Monthly IT Services		0.36
	202143026	Security Awareness Training		0.03
	202143026	Security Awareness Training		0.34
	202143026	November 2023- Monthly IT Services		491.89
	202143026	EDR Subscription		17.86
	202143026	Security Awareness Training		0.17
	202143026	Security Awareness Training		0.29
	202143026	EDR Subscription		0.02
	202143026	EDR Subscription		0.05
	202143026	November 2023- Monthly IT Services		3.48
	202143026	November 2023- Monthly IT Services		6.78
	202143026	Security Awareness Training		0.40
	202143026	Security Awareness Training		0.12
	202143026	Security Awareness Training		0.24
	202143026	November 2023- Monthly IT Services		3.04
	202143026	EDR Subscription		0.04
	202143026	EDR Subscription		0.14
	202143026	November 2023- Monthly IT Services		1.61
	202143026	November 2023- Monthly IT Services		602.55
	202143026	EDR Subscription		0.09
	202143026	EDR Subscription		0.01
	202143026	November 2023- Monthly IT Services		0.51
	202143026	November 2023- Monthly IT Services		3,564.95

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	202143026	November 2023- Monthly IT Services		0.89
	202143026	EDR Subscription		0.01
	202143026	EDR Subscription		0.04
	202143026	Security Awareness Training		29.66
	202143026	November 2023- Monthly IT Services		2.22
	202143026	Security Awareness Training		0.28
	202143026	EDR Subscription		0.04
	202143026	November 2023- Monthly IT Services		378.45
	202143026	Security Awareness Training		0.20
	202143026	Security Awareness Training		0.02
	202143026	Security Awareness Training		0.04
	202143026	EDR Subscription		0.16
	202143026	EDR Subscription		0.21
	202143026	EDR Subscription		0.28
	202143026	Security Awareness Training		0.21
	202143026	Security Awareness Training		0.09
	202143026	November 2023- Monthly IT Services		5.95
	202143026	EDR Subscription		0.12
	202143026	November 2023- Monthly IT Services		0.48
	202143026	Security Awareness Training		0.12
	202143026	Security Awareness Training		0.01
	202143026	November 2023- Monthly IT Services		60.57
	202143026	EDR Subscription		0.02
	202143026	November 2023- Monthly IT Services		4.60
	202143026	Security Awareness Training		17.4
	202143026	November 2023- Monthly IT Services		0.83
	202143026	Security Awareness Training		0.01
	202143026	Security Awareness Training		0.03
	202143026	EDR Subscription		32.48
	202143026	Security Awareness Training		0.0
	202143026	November 2023- Monthly IT Services		4.73
	202143026	Security Awareness Training		0.10
	202143026	November 2023- Monthly IT Services		4.53
	202143026	EDR Subscription		0.02
	202143026	Security Awareness Training		0.02
	202143026	November 2023- Monthly IT Services		2.46
	202143026	EDR Subscription		
	202143026	November 2023- Monthly IT Services		0.82
				3.5
	202143026	Security Awareness Training		57.1
	202143026	EDR Subscription		2.86
	202143026	Security Awareness Training		0.18
	202143026	November 2023- Monthly IT Services		17.4
	202143026	EDR Subscription		0.10
	202143026	EDR Subscription		0.17
	202143026	Security Awareness Training		21.33
	202143026	EDR Subscription		0.2
	202143026	EDR Subscription		0.38
	202143026	EDR Subscription		0.19
	202143026	Security Awareness Training		0.0
	202143026	Security Awareness Training		0.14
	202143026	EDR Subscription		28.44
	202143026	November 2023- Monthly IT Services		258.24
	202143026	Security Awareness Training		0.10
	202143026	EDR Subscription		23.2
	202143026	EDR Subscription		168.29
	202143026	November 2023- Monthly IT Services		2.8
	202143026	EDR Subscription		0.46
	202143026	Security Awareness Training		0.0
	202143026	EDR Subscription		17.7

Check No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	202143026	Security Awareness Training		0.11
	202143026	Security Awareness Training		0.01
	202143026	November 2023- Monthly IT Services		838.00
	202143026	November 2023- Monthly IT Services		0.53
	202143026	EDR Subscription		0.24
	202143026	Security Awareness Training		0.09
	202143026	EDR Subscription		28.48
	202143026	Security Awareness Training		0.16
	202143026	Security Awareness Training		0.18
	202143026	EDR Subscription		0.14
	202143026	November 2023- Monthly IT Services		2.87
	202143026	Security Awareness Training		0.62
	202143026	November 2023- Monthly IT Services		11.33
	202143026	November 2023- Monthly IT Services		435.32
	202143026	November 2023- Monthly IT Services		8.04
	202143026	November 2023- Monthly IT Services		4.00
	202143026	November 2023- Monthly IT Services		603.49
	202143026	November 2023- Monthly IT Services		1.90
	202143026	Security Awareness Training		0.43
	202143026	Security Awareness Training		0.0
	202143026	Security Awareness Training		21.30
	202143026			0.12
	202143026	Security Awareness Training		0.00
		EDR Subscription November 2023- Monthly IT Services		
	202143026 202143026			9.5 0.3:
		Security Awareness Training		
	202143026	Security Awareness Training		2.14
	202143026	EDR Subscription		0.13
	202143026	EDR Subscription		0.03
	202143026	November 2023- Monthly IT Services		2.0
	202143026	EDR Subscription		0.5
	202143026	Security Awareness Training		0.0
	202143026	November 2023- Monthly IT Services		3.34
	202143026	Security Awareness Training		0.03
	202143026	EDR Subscription		0.33
	202143026	EDR Subscription		0.23
	202143026	Security Awareness Training		0.14
	202143026	November 2023- Monthly IT Services		12.1:
	202143026	EDR Subscription		0.10
	202143026	November 2023- Monthly IT Services		1.03
	202143026	Security Awareness Training		0.3
	202143026	Security Awareness Training		13.3
	202143026	November 2023- Monthly IT Services		5.14
	202143026	Security Awareness Training		0.0
	202143026	EDR Subscription		0.2
	202143026	Security Awareness Training		0.0
	202143026	November 2023- Monthly IT Services		0.7
	202143026	EDR Subscription		20.3
	202143026	EDR Subscription		0.4
	202143026	EDR Subscription		39.5
	202143026	November 2023- Monthly IT Services		3.8
	202143026	November 2023- Monthly IT Services		8.1
	202143026	November 2023- Monthly IT Services		0.3
	202143026	November 2023- Monthly IT Services		10.8
	202143026	EDR Subscription		12.1
	202143026	Security Awareness Training		0.0
	202143026	November 2023- Monthly IT Services		1,112.1
	202143026	November 2023- Monthly IT Services		9.7
	202143026	EDR Subscription		0.1
	202143026	Security Awareness Training		13.3

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
-	202143026	Security Awareness Training		0.16
	202143026	EDR Subscription		0.14
	202143026	EDR Subscription		0.54
	202143126	Replacement Computer for PD Training Room		1,043.87
	202143126	Replacement Computer for PD Training Room-	1	250.00
	202143171	Duo Two Factor Token Support		75.00
			Total for Check Number 10189:	10,914.87
10190	180	Mission Linen Service	11/22/2023	
10170	520316676	Janitorial Supplies- Towel Dust Mop Mat	A A I do day by O day	55.49
	520316677	Uniform Service & Janitorial Supplies		0.14
	520316677	Uniform Service & Janitorial Supplies		0.06
	520316677	Uniform Service & Janitorial Supplies		0.12
	520316677	Uniform Service & Janitorial Supplies		11.82
	520316677	Uniform Service & Janitorial Supplies		3.22
	520316677	Uniform Service & Janitorial Supplies		0.01
	520316677	Uniform Service & Janitorial Supplies		3.15
	520316677	Uniform Service & Janitorial Supplies		5.28
	520316677	Uniform Service & Janitorial Supplies		0.12
	520316677	Uniform Service & Janitorial Supplies		2.58
	520316677	Uniform Service & Janitorial Supplies		0.03
	520316677	Uniform Service & Janitorial Supplies		2.25
	520316677	Uniform Service & Janitorial Supplies		34.26
	520316677	Uniform Service & Janitorial Supplies		0.19
	520316677	Uniform Service & Janitorial Supplies		0.43
	520316677	Uniform Service & Janitorial Supplies		0.01
	520316677	Uniform Service & Janitorial Supplies		0.61
	520316677	Uniform Service & Janitorial Supplies		1.25
	520316677	Uniform Service & Janitorial Supplies		0.53
	520316677	Uniform Service & Janitorial Supplies		0.14
	520316677	Uniform Service & Janitorial Supplies		0.84
	520316677	Uniform Service & Janitorial Supplies		0.95
	520316677	Uniform Service & Janitorial Supplies		0.05
	520316677	Uniform Service & Janitorial Supplies		0.53
	520316677	Uniform Service & Janitorial Supplies		0.01
	520316677	Uniform Service & Janitorial Supplies		0.58
	520316677	Uniform Service & Janitorial Supplies		0.04
	520316677	Uniform Service & Janitorial Supplies		0.11
	520316677	Uniform Service & Janitorial Supplies		0.86
	520316677	Uniform Service & Janitorial Supplies		0.04
	520316677	Uniform Service & Janitorial Supplies		0.01
	520316677	Uniform Service & Janitorial Supplies		0.03
	520316677	Uniform Service & Janitorial Supplies		9.80
	520316677	Uniform Service & Janitorial Supplies		0.10
	520316677	Uniform Service & Janitorial Supplies		0.39
	520316677	Uniform Service & Janitorial Supplies		0.06
	520316677	Uniform Service & Janitorial Supplies		0.05
	520316677	Uniform Service & Janitorial Supplies		0.24
	520316677	Uniform Service & Janitorial Supplies		0.04
	520316677	Uniform Service & Janitorial Supplies		10.64
	520316677	Uniform Service & Janitorial Supplies		0.06
	520316677	Uniform Service & Janitorial Supplies		0.65
	520316677	Uniform Service & Janitorial Supplies		0.34
	520316677	Uniform Service & Janitorial Supplies		0.12
	520316677	Uniform Service & Janitorial Supplies		0.80
	520316677	Uniform Service & Janitorial Supplies		0.02
	520316677	Uniform Service & Janitorial Supplies		0.39
	520316677	Uniform Service & Janitorial Supplies		1.50
	520316677	Uniform Service & Janitorial Supplies		0.01

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	520316677	Uniform Service & Janitorial Supplies		0.01
	520316677	Uniform Service & Janitorial Supplies		0.06
	520316677	Uniform Service & Janitorial Supplies		0.06
	520316677	Uniform Service & Janitorial Supplies		0.04
	520316678	Uniform Service and Janitorial Supplies		16.29
	520316678	Uniform Service and Janitorial Supplies		0.68
	520316678	Uniform Service and Janitorial Supplies		0.67
	520316678	Uniform Service and Janitorial Supplies		2.74
	520316678	Uniform Service and Janitorial Supplies		16.29
	520316678	Uniform Service and Janitorial Supplies		16.29
	520316678	Uniform Service and Janitorial Supplies		6.84
	520316678	Uniform Service and Janitorial Supplies		2.74
	520358372	Janitorial Supplies- Mats & Mops 11/01/2023		11.88
	520358374	Uniform Service & Janitorial Supplies		0.06
	520358374	Uniform Service & Janitorial Supplies		0.53
	520358374	Uniform Service & Janitorial Supplies		0.12
	520358374	Uniform Service & Janitorial Supplies		0.34
	520358374	Uniform Service & Janitorial Supplies		3.15
	520358374	Uniform Service & Janitorial Supplies		0.06
	520358374	Uniform Service & Janitorial Supplies		34.26
	520358374	Uniform Service & Janitorial Supplies		0.65
	520358374	Uniform Service & Janitorial Supplies		0.19
	520358374	Uniform Service & Janitorial Supplies		
	520358374	Uniform Service & Janitorial Supplies		0.58
	520358374	CONTRACTOR OF THE CONTRACTOR O		0.14
	520358374	Uniform Service & Janitorial Supplies		11.82
	520358374	Uniform Service & Janitorial Supplies		0.01
		Uniform Service & Janitorial Supplies		0.05
	520358374 520358374	Uniform Service & Janitorial Supplies		0.06
		Uniform Service & Janitorial Supplies		0.12
	520358374	Uniform Service & Janitorial Supplies		5.28
	520358374	Uniform Service & Janitorial Supplies		0.06
	520358374	Uniform Service & Janitorial Supplies		0.01
	520358374	Uniform Service & Janitorial Supplies		2.58
	520358374	Uniform Service & Janitorial Supplies		2.25
	520358374	Uniform Service & Janitorial Supplies		0.24
	520358374	Uniform Service & Janitorial Supplies		0.04
	520358374	Uniform Service & Janitorial Supplies		0.03
	520358374	Uniform Service & Janitorial Supplies		0.01
	520358374	Uniform Service & Janitorial Supplies		0.06
	520358374	Uniform Service & Janitorial Supplies		0.01
	520358374	Uniform Service & Janitorial Supplies		0.05
	520358374	Uniform Service & Janitorial Supplies		9.80
	520358374	Uniform Service & Janitorial Supplies		0.80
	520358374	Uniform Service & Janitorial Supplies		0.04
	520358374	Uniform Service & Janitorial Supplies		0.39
	520358374	Uniform Service & Janitorial Supplies		0.86
	520358374	Uniform Service & Janitorial Supplies		0.03
	520358374	Uniform Service & Janitorial Supplies		3.22
	520358374	Uniform Service & Janitorial Supplies		0.01
	520358374	Uniform Service & Janitorial Supplies		0.10
	520358374	Uniform Service & Janitorial Supplies		0.11
	520358374	Uniform Service & Janitorial Supplies		1.50
	520358374	Uniform Service & Janitorial Supplies		0.12
	520358374	Uniform Service & Janitorial Supplies		0.61
	520358374	Uniform Service & Janitorial Supplies		1.25
	520358374	Uniform Service & Janitorial Supplies		0.04
	520358374	Uniform Service & Janitorial Supplies		0.43
	520358374	Uniform Service & Janitorial Supplies		0.84
	520358374	Uniform Service & Janitorial Supplies		0.39

Check No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	520358374	Uniform Service & Janitorial Supplies		0.14
	520358374	Uniform Service & Janitorial Supplies		0.9
	520358374	Uniform Service & Janitorial Supplies		0.5
	520358374	Uniform Service & Janitorial Supplies		0.0
	520358374	Uniform Service & Janitorial Supplies		0.03
	520358374	Uniform Service & Janitorial Supplies		10.6
	520358374	Uniform Service & Janitorial Supplies		0.0
	520358375	Uniform Service and Janitorial Supplies		2.7
	520358375	Uniform Service and Janitorial Supplies		16.2
	520358375	Uniform Service and Janitorial Supplies		6.8
	520358375	Uniform Service and Janitorial Supplies		16.2
	520358375	Uniform Service and Janitorial Supplies		0.6
	520358375	Uniform Service and Janitorial Supplies		16.2
	520358375	Uniform Service and Janitorial Supplies		2.7
	520358375	Uniform Service and Janitorial Supplies		0.6
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		5.2
	520402693	Uniform Service & Janitorial Supplies		0.1
	520402693	Uniform Service & Janitorial Supplies		1.5
	520402693	Uniform Service & Janitorial Supplies		0.4
	520402693	Uniform Service & Janitorial Supplies		9.8
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.5
	520402693	Uniform Service & Janitorial Supplies		0.2
	520402693	Uniform Service & Janitorial Supplies		0.3
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.3
	520402693	Uniform Service & Janitorial Supplies		11.8
	520402693	Uniform Service & Janitorial Supplies		0.5
	520402693	Uniform Service & Janitorial Supplies		0.8
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		10.6
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		3.2
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.80
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.5
	520402693	Uniform Service & Janitorial Supplies		0.3
	520402693	Uniform Service & Janitorial Supplies		0.6
	520402693	Uniform Service & Janitorial Supplies		0.04
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.19
	520402693	Uniform Service & Janitorial Supplies		2.2.
	520402693	Uniform Service & Janitorial Supplies		0.9
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.14
	520402693	Uniform Service & Janitorial Supplies		0.6
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.0
	520402693	Uniform Service & Janitorial Supplies		0.1
	520402693	Uniform Service & Janitorial Supplies		0.1
	520402693	Uniform Service & Janitorial Supplies		0.1:
	520402693	Uniform Service & Janitorial Supplies		0.1
	520402693	Uniform Service & Janitorial Supplies		0.0

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	520402693	Uniform Service & Janitorial Suppli		31.92
	520402693	Uniform Service & Janitorial Suppli		0.10
	520402693	Uniform Service & Janitorial Suppli		0.80
	520402693	Uniform Service & Janitorial Suppli		0.06
	520402693	Uniform Service & Janitorial Suppli		3.15
	520402693	Uniform Service & Janitorial Suppli		0.04
	520402693	Uniform Service & Janitorial Suppli		1.25
	520402693	Uniform Service & Janitorial Suppli		0.01
	520402693	Uniform Service & Janitorial Suppli		2.58
	520402694	Uniform Service and Janitorial Supp		6.84
	520402694	Uniform Service and Janitorial Supp		16.29
	520402694	Uniform Service and Janitorial Supp		0.67
	520402694	Uniform Service and Janitorial Supp		16.29
	520402694	Uniform Service and Janitorial Supp		0.68
	520402694	Uniform Service and Janitorial Supp		2.74
	520402694	Uniform Service and Janitorial Supp		16.29
	520402694	Uniform Service and Janitorial Supp		2.74
	520452323	Jesus Chavez missing uniform shirt		40.00
	520452323	Jesus Chavez missing uniform shirt	•	40.00
	520458280	Janitorial Supplies- Dust Mop, Mop	Mat 11/15/2	16.04
	520458281	Janitorial Supplies- Mat 11/15/2023		77.76
	520458282	Janitorial Supplies- Mops & Mat 11		11.88
	520458284	Uniform Service & Janitorial Suppli		0.43
	520458284	Uniform Service & Janitorial Suppli		2.58
	520458284	Uniform Service & Janitorial Suppli		0.39
	520458284	Uniform Service & Janitorial Suppli	es	1.25
	520458284	Uniform Service & Janitorial Suppli	es	0.39
	520458284	Uniform Service & Janitorial Suppli	es	0.0
	520458284	Uniform Service & Janitorial Suppli	es	0.53
	520458284	Uniform Service & Janitorial Suppli	es	0.04
	520458284	Uniform Service & Janitorial Suppli	es	2.25
	520458284	Uniform Service & Janitorial Suppli	es	0.03
	520458284	Uniform Service & Janitorial Suppli	es	0.1
	520458284	Uniform Service & Janitorial Suppli	es	3.15
	520458284	Uniform Service & Janitorial Suppli		0.12
	520458284	Uniform Service & Janitorial Suppli		0.14
	520458284	Uniform Service & Janitorial Suppli	es	0.95
	520458284	Uniform Service & Janitorial Suppli		0.65
	520458284	Uniform Service & Janitorial Suppli	es	0.58
	520458284	Uniform Service & Janitorial Suppli	es	9.80
	520458284	Uniform Service & Janitorial Suppli	es	0.24
	520458284	Uniform Service & Janitorial Suppli	es	0.03
	520458284	Uniform Service & Janitorial Suppli	es	0.01
	520458284	Uniform Service & Janitorial Suppli	es	0.06
	520458284	Uniform Service & Janitorial Suppli	es	0.12
	520458284	Uniform Service & Janitorial Suppli	es	10.06
	520458284	Uniform Service & Janitorial Suppli	es	0.84
	520458284	Uniform Service & Janitorial Suppli	es	0.53
	520458284	Uniform Service & Janitorial Suppli	es	5.28
	520458284	Uniform Service & Janitorial Suppli	es	0.19
	520458284	Uniform Service & Janitorial Suppli	es	0.06
	520458284	Uniform Service & Janitorial Suppli	es	3.22
	520458284	Uniform Service & Janitorial Suppli		0.04
	520458284	Uniform Service & Janitorial Suppli	es	0.34
	520458284	Uniform Service & Janitorial Suppli	es	0.12
	520458284	Uniform Service & Janitorial Suppli	es	1.50
	520458284	Uniform Service & Janitorial Suppli		8.88
	520458284	Uniform Service & Janitorial Suppli		0.86
	520458284	Uniform Service & Janitorial Suppli	es	0.03

heck No	Vendor No	Vendor Name	Check Date	Check Amoun
	Invoice No	Description	Reference	
	520458284	Uniform Service & Janitorial Supplies		0.80
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.1
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.1
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.6
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		66.2
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458284	Uniform Service & Janitorial Supplies		0.0
	520458285	Uniform Service and Janitorial Supplies		0.6
	520458285	Uniform Service and Janitorial Supplies		0.6
	520458285	Uniform Service and Janitorial Supplies		6.8
	520458285	Uniform Service and Janitorial Supplies		2.7
	520458285	Uniform Service and Janitorial Supplies		2.7
	520458285	Uniform Service and Janitorial Supplies		16.2
	520458285	Uniform Service and Janitorial Supplies		16.2
	520458285	Uniform Service and Janitorial Supplies		16.2
			Total for Check Number 10190:	911.8
10191	194	Madasta Walding Deaducts	11/22/2022	
10191		Modesto Welding Products Tank rental	11/22/2023	0.0
	148355			8.0
	148355	Tank rental		8.0
	148355	Tank rental		8.0
			Total for Check Number 10191:	24.0
10192	635	Normac- Modesto	11/22/2023	
	0013082647-001	Sprinklers for replacement at ark park & Spo	ort co	1,315.5
			Total for Check Number 10192:	1,315.5
10193	199	Northstar Chemical	11/22/2023	
	266362	Sodium Hypochlorite for Well 8		714.9
	266363	Sodium Hypochlorite for Well 13		397.2
	266666	Sodium Hypochlorite for Well 9		397.2
	266668	Sodium Hypochlorite for Well 16		826.1
	266727	Ferric Chloride for Well 17		2,884.6
	266729	Ferric Chloride for Well 16		1,023.3
	266730	Ferric Chloride for Well 13		1,861.0
	267242	Sodium Hypochlorite for Well 11		546.5
	267243	Sodium Hypochlorite for Well 12		753.1
	267245	Sodium Hypochlorite for Well 17		1,477.6
	267800	Sodium Hypochlorite for Well 9		444.8
	267801	Sodium Hypochlorite for Well 13		953.2
	267803	Sodium Hypochlorite for Well 6		635.5
	268251	Sodium Hypochlorite for Well 11		381.3
	268254	Sodium Hypochlorite for Well 12		476.6
	268257	Sodium Hypochlorite for Well 17		1,715.9
			Total for Check Number 10193:	15,489.5
	222	Off D 11 (ODDD : C1)	11/22/2022	
10194	302	Office Depot, Inc./ODP Business Solut	ions 11/2//2023	

heck No	Vendor No	Vendor Name	Check Date	Check Amou
	Invoice No	Description	Reference	The state of the s
	335804555001	Office Supplies- Council		43.4
	335804555001	Office Supplies- Rec Dept		56.
	335805412001	Office Supplies- Paper for Council		32.
	335805414001	Office Supplies-City Hall Labels		52.
	335805434001	Office Supplies- Laminating pouches for Rec		22.
	336495980001	Office Supplies-Finance Dept		166.
	336496742001	Office Supplies- Finance Dept		17.
	33703277001	Office Supplies- Cindy Reyes		21
	337032967001	Office Supplies- Cindy Reyes		28
	337032968001	Office Supplies- Cindy Reyes		95
	337032976001	Office Supplies- Cindy Reyes		20
	338036604001	PD office supplies		172
	338980000001	Office Supplies- Finance Dept		202
	338980000001	Office Supplies- Finance Dept		42
	339109572001	Office Supplies-Fire Dept		340
	339109572002	Office Supplies-Fire Dept		48
	339111969001	Office Supplies-Fire Dept		42
	339111972001	Office Supplies-Fire Dept		9
	339111973001	Office Supplies-Fire Dept		75
	339197406001	PD office supplies		11
	339198703001	PD office supplies		46
	339198705001	PD office supplies		30
	339588385001	PD office supplies		545
	339631970001	PD office supplies		738
			Total for Check Number 10194:	3,393
10195	1147	PAC Machine Company, INC.	11/22/2023	
	92005	FLYGT 3" Submersible Pump 1 month rental f		1,723
			Total for Check Number 10195:	1,723
10196	1380	Marcela Padilla	11/22/2023	
10170	2023-001	Facility Deposit Refund- Walnut CDC 11/04/2		150
	2025-001	Tacinty Deposit Retuing Wallut CDC 11/04/2	02	150
			Total for Check Number 10196:	150
10197	203	PG&E	11/22/2023	
	0154346521-3	Campbell Ave/ Main Street Utility Services 09		7
	4832044416-8	936 Dwight way-Utility Services 09/20/2023-1	0,	27
	7095488380-0102	Utility Services 09/2023		454
	7095488380-0102	Utility Services 09/2023		410
	7095488380-0102	Utility Services 09/2023		4,848
	7095488380-0102	Utility Services 09/2023		30,091
	7095488380-0102	Utility Services 09/2023		35,594
	7095488380-0102	Utility Services 09/2023		38
	7095488380-0102	Utility Services 09/2023		346
	7095488380-0102	Utility Services 09/2023		1,671
	7095488380-0102	Utility Services 09/2023		36
	7095488380-0102	Utility Services 09/2023		1,143
	7095488380-0102	Utility Services 09/2023		2,569
	8714889613-4	1416 C Street-Utility Services 09/26/2023-10/2	25	66
			Total for Check Number 10197:	77,305
10198	305	Platt	11/22/2023	
	4N12728	Photo Control for Street lights		40
			Total for Check Number 10198:	40
10199	265	Resourceability	11/22/2023	

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	23-090-OWR-L	CAL Recycle (CAP) Sept 1- Sept 30, 2023		828.00
	23-100-OWR-L	CAL Recycle (CAP) Oct 1- Oct 30, 2023		1,082.00
			Total for Check Number 10199:	1,910.00
10200	818	Renee Waite-Mendonca	11/22/2023	
	112023	Planning Commisioners Monthly Stipend 11	/202	25.00
			Total for Check Number 10200:	25.00
10201	536	Robert Wallis	11/22/2023	
	112023	Planning Commisioners Monthly Stipend 11	/202	25.00
			Total for Check Number 10201:	25.00
			Total for 11/22/2023:	817,509.01
			Report Total (162 checks):	1,295,776.47



## **ELECTED OFFICIAL'S REPORT**

**AGENDA ITEM:** 

Treasurer's Report: October 2023

**MEETING DATE:** 

December 5, 2023

PREPARED BY:

Katherine Schell Rodriguez - Elected City Treasurer

## **RECOMMENDATION:**

Receive and File Treasurer's Report for the month ending October 31st, 2023.

## **BACKGROUND:**

The Treasurer's Report is required to be presented to the governing body.

## **DISCUSSION:**

Total Cash and City Investments including cash in the bank, and cash in the Local Agency Investment Fund is \$40,391,215.29 and represents a 0.95% increase from the previous month.

The attached Treasurer's report is a "snapshot" report of our cash position on the last day of the month in all our accounts per Bank Statements.

## **FISCAL IMPACT:**

None.

## **ATTACHMENTS:**

October 31st Treasurer's Report with signature



## TREASURER'S REPORT

Bank Statement Period Ending Report Date Meeting Date

Oct. 31, 2023 Nov. 14, 2023 Dec. 5, 2023

The following cash and investment information pertains to the period ending per Bank Statements

			Average	
		Investment	Monthly	Balance
Institution	Acct#	Type	Yeild %	<b>OCTOBER</b>
State of California LAIF (Local Agency Investment Fund)	xx-xx-463	Pooled	3.670%	39,563,032.34
Non Interest Bearing Items				
Farmers & Merchants Bank	xxxxxx5801	Operating Account	N/A	445,416.67
Farmers & Merchants Bank	xxxxxx6601	Payroll Account	N/A	147,112.42
Farmers & Merchants Bank	xxxxxx8201	Web Payments Account	N/A	235,653.86
Subtotal F&M Bank			Subtotal	828,182.95
Total Cash & Investments			Totals	40,391,215.29

## Notes

- 1) There are currently no Investments, In an Institution, with a Maturity Date, and/or a Maturity Date of 12 Months or More. The City's Portfolio consists of Non Interest Bearing Items in F&M Bank, and funds deposited with the State Local Investment Agency (LAIF)
- 2) Percentage Yield Rate from the LAIF Website "PMIA Average Monthly Yield"
- 3) The Average Daily Balance in F & M Bank for the month was \$774,037.76 per statements

Prepared By:

Katherine Schell-Rodriguez
Katherine Schell-Rodriguez City Treasurer



## STAFF REPORT

AGENDA ITEM: Resolution Authorizing submittal of individual grant applications to

CalRecycle for all grant programs for which the City of Livingston is Eligible and Authorizing the Interim City Manager to execute all required

documents.

MEETING DATE: Decem

December 5, 2023

PREPARED BY:

Anthony Chavarria, Director of Public Works

**REVIEWED BY:** 

Christopher Lopez, Interim City Manager

## **RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution of the City Council of the City of Livingston approving the submission of individual grant applications for which the City of Livingston is eligible and authorizing the Interim City Manager to execute all required documents.

## BACKGROUND:

In September 2016, Governor Edmund Brown Jr. set methane emissions reduction targets for California (SB 1383 Lara, Chapter 395, Statutes of 2016) in a statewide effort to reduce emissions of short-lived climate pollutants (SLCP). The targets must reduce organic waste disposal 50 percent by 2020 and 75 percent by 2025 and rescue edible food for people to eat at least 20 percent of currently disposed surplus food (if any) by 2025.

Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment.

The latest round of non-competitive grant program funding is meant to provide aid in the implementation of SB 183 regulations and can help assist jurisdictions with the implementation of, including but not limited to: collection (of materials onsite, not towards residential/commercial collection services), Edible Food Recovery, Education, Enforcement (such as site visits/inspections), Procurement Requirements and Record Keeping.

The City of Livingston has passed a resolution on April 19, 2016, for the submittal of grant applications and related authorizations for the CalRecycle City/County Payment Program. This Resolution No. 2016-16 has expired past CalRecycle's five (5) years of eligibility and is for only the City/County Payment Program, as opposed to being for all grant funding offered through CalRecycle for which the City of Livingston is eligible. Therefore, City staff is requesting that a new resolution be approved.

## DISCUSSION:

The authorization of City Staff to apply for all CalRecycle grant funds would increase program funding available to the City.

Currently, the City would like to apply for a OWR4 grant through CalRecycle that would assist with the purchase of equipment (a Kubota skid steer loader) to assist staff with the Procurement Requirements of SB 1383. Currently, there is a sliding scale of compost needed per year. For 2024, 465.91 tons of compost are needed to meet the SB 1383 Procurement Target Goal. For 2025 and beyond, 716.79 tons of compost are needed to meet the SB 1383 Procurement Target Goal for Livingston. The loader equipment would help with the unloading, movement and loading of such high amounts of compost. The OWR4 grant would also fund the Consultant costs for the Consultant to administer the grant, submit grant progress reports every six months, and the Final Report, as well as the Consultant's time in performing site visits/inspections and other SB1383-related program implementation/compliance. Please see the proposed budget for more information; this proposed budget is not guaranteed, and City Staff will adjust the Project Narrative and Budget after CalRecycle's awarding process.

Please note that grant funding cannot be used towards collection fees and contract rates.

## FISCAL IMPACT:

No fiscal impact; awarded CalRecycle grants would allow for the City to utilize funding outside of the General Fund.

## **ATTACHMENTS:**

- 1. Resolution
- 2. Proposed Narrative for CalRecycle OWR4 Grant
- 3. Proposed Budget for CalRecycle OWR4 Grant

#### **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON AUTHORIZING SUBMITTAL OF INDIVIDUAL GRANT APPLICATIONS TO CALRECYCLE FOR ALL GRANT PROGRAMS FOR WHICH THE CITY OF LIVINGSTON IS ELIGIBLE AND AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS

Whereas, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**Whereas**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

Whereas, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of CalRecycle grants.

**Now, therefore, be it resolved** that the City Council of the City of Livingston authorizes the submittal of applications to CalRecycle for all grants for which City of Livingston is eligible; and

**Be it further resolved** that the Interim City Manager, or their designee, is hereby authorized and empowered to execute in the name of City of Livingston all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project; and

**Be it further resolved** that these authorizations are effective for five years from the date of adoption.

I hereby certify that the foregoing Resolution No. 2023-

Monica Cisneros, Deputy City Clerk

of the City of Livingston at a regular 023, by the vote recorded as follows:
Ву:
Jose A. Moran, Mayor Of City of Livingston

Page 1 of 2

is a full, true and correct copy of a

## APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

# **Narrative Proposal**

# SB 1383 Local Assistance Grant Program Fiscal Year 2022–23

## Instructions

The Narrative Proposal document describes the details of the proposed project. All responses must be provided within the greyed-out text box under each prompt in this document. Utilizing a document or form other than the official CalRecycle Narrative Proposal document, or tampering with the CalRecycle version, will subject the applicant to disqualification from the SB 1383 Local Assistance Grant Program.

Each section of this form must have a response. If a question does not apply to the proposed project use the response field to explain why it is not applicable. Ensure the narrative responses are concise, detailed, and address each portion of the question.

Information presented must be consistent with tasks line items included in the Budget, and any other supporting documentation submitted. Refer to the Application Guidelines and Instructions for further information.

After completing this document, save it, and upload it to the Documents Tab of your application in the Grants Management System (GMS).

## **Applicant Name: City of Livingston**

# **Project Description**

1. Provide a clear and detailed description of the proposed grant project that will be implemented as a direct result of receiving grant funds, including a description of the edible food recovery activities, if applicable. With the proposed grant project, the City of Livingston would be able to purchase equipment, collection bins and to continue utilizing the services of a consultant to help with SB1383 program evaluation, site visits/inspections and other program compliance. For equipment, the City would be able to obtain equipment that may take years to budget for/obtain; the equipment would be a Kubota loader (or comparable piece of equipment) that will unload/load and move procured organics waste products (i.e. compost) and an Earth & Turf "pull-behind" compost spreader to spread compost on public parks and other City-owned areas. The City would also be able to purchase more indoor/outdoor collection containers for City-owned public spaces (such as the parks and around City buildings) and for special events that take place within the City; the containers would be for the collection of Organics and Recyclables throughout the City's public areas. Lastly, the proposed grant project will help with Consultant costs for Department of Resources Recycling and Recovery (CalRecycle)

grant administration and SB1383 Site Visits/Inspections, Program Evaluation/Compliance.

There are not edible food recovery activities associated to this grant at this time due to existing programs that are up and running already.

# **Budget**

1. Provide a clear and detailed explanation of the costs you have included in the Budget template. Explain why the included costs are necessary for implementing the proposed grant project.

## Equipment:

A Kubota loader (or comparable piece of equipment) that will unload/load and move procured organics waste products (i.e. compost) and an Earth & Turf "pull-behind" compost spreader to spread compost on public parks and other Cityowned areas.

Indoor/outdoor collection containers for City-owned public spaces (such as the parks and around City buildings) and for special events that take place within the City; the containers would be for the collection of Organics and Recyclables throughout the City's public areas and have signage on them so the public can identify what to put into the containers.

## Personnel:

Consultant costs associated to grant management and SB1383 Compliance such as site visits/inspections of Tier 1/Tier 2 Food Generators, training of City staff on organics recycling and recyclables, SB1383 program evaluation and compliance activities.

## Jobs

- 1. Will the proposed grant project create **new** jobs? If yes, how many new positions will be created and how many hours per week will each position be working? List each **new** position and include job title, hourly wage, weekly hours to be worked, and a brief description of each position.
  - No, the proposed grant project will not create new jobs.
- 2. Will the proposed grant project supplement the current salary for one or more existing positions? If yes, list each **existing** position receiving grant funding and include job title, weekly hours to be worked, and a brief description of each position.

No, the proposed grant project will not supplement current salaries of existing positions.

**Note:** Each position, funded in whole or in part by grant funds, must be included in the Budget.

# **Edible Food Recovery**

- Will funds be used for edible food recovery? If not, please explain why.
   No, the funds will not be used for edible food recovery at this time because the existing programs are being run by the Merced County Food Bank and the Livingston People's Fridge.
- Provide the name and address of all organizations associated with grant project activities involving edible food recovery. For example, if you are partnering with a local food bank to recover and distribute food, please list the address of the food bank here. If you are partnering with multiple organizations, please list all names and addresses.

There are not edible food recovery organizations associated to this grant project.

## Applicant Name: City of Livingston

**Directions:** Before completing the Budget Template, **please review the Read Me tab** of this workbook which includes examples of costs for each category. Then, complete the Budget Template below by providing detailed information on costs requested for this grant for activities identified in the Narrative Proposal Itemize each item type intended for purchase separately and include pertinent information (year, make, and model for vehicles; relevant specifications for large equipment; capacity (cubic feet) for refrigeration). Add rows to the table below, as needed, ensuring that formatting carries over to new rows. **Ensure that the Applicant's name is included at the top of this template.** 

Expenditure Detail	Total Funda
(Include specific details about costs)	Total Funds
	\$
Indirect Costs Subtotal:	
Indirect Costs Cap (10% of total grant amount)	
Within Cap:	Yes
Capacity Planning/Program Evaluation/Gap Analysis	
	\$ -
Capacity Planning/Program Evaluation/Gap Analysis Subtotal:	
dible Food Recovery	
	\$ -

Edible Food Recovery Subtor	tal \$	
Edible Food Recovery - Personnel		
	\$	
Edible Food Recovery Subtotal - Personnel Subtot	tal C	
Education and Outreach	iaij ֆ	
Laucation and Outracis		
Education and Outreach Subtot	tal \$	
Equipment (not related to Edible Food Recovery such as PPE, bins, lids, etc.)		
M4 Series Kubota Loader for the unloading, movement and loading of procured compost	\$	64,000.00
(including estimated taxes and shipping rates)	<u> </u>	
(including estimated taxes and shipping rates)		
Collection bins (indoors and outdoors) with signage for organics and recyclables for the	\$	10,000.00
City's public spaces such as parks.	Ψ	10,000.00
Earth & Turf 320 MS "Pull-behind" Compost Spreader, including shipping fees.	\$	7,374.00
Equipment Subtota		81,374.00
Personnel		
Consultant, to manage OWR4 grant and assist the City with SB1383 Programs, such as	\$	12,000.00
SB1383-related site visits/inspections, education, and program evaluation/compliance.		

	···
Personnel Subtotal:	\$ 12,000.00

Procurement	
Procurement Subtotal:	<b>\$</b>
Record Keeping	-
	-
Record Keeping Subtotal	-
Upgrade/Expansion	
	\$
Upgrade/Expansion Subtotal	<u> </u>
Upgrade/Expansion Subtotal Fotal Project Funds	
otal r loject runus	\$ 93,374.00



## STAFF REPORT

**AGENDA ITEM:** 

Resolution of the City Council of the City of Livingston Approving the

Replacement of Granular Activated Carbon (GAC) media at Well No. 8 and

Well No. 16 and Authorizing the Interim City Manager to execute a

**Purchase Order** 

**MEETING DATE:** 

December 5, 2023

PREPARED BY:

Anthony Chavarria, Public Works Director

**REVIEWED BY:** 

**Christoper Lopez, Interim City Manager** 

## **RECOMMENDATION:**

Staff recommends that the City Council adopt Resolution No. 2023-\_\_\_\_, accepting the proposals from Calgon Carbon Corporation in the amount \$51,200.00 for Well No. 8 and \$116,776.00 for Well No. 16 and authorize the Interim City Manager to execute the purchase order(s).

## BACKGROUND:

The City of Livingston owns and operates two TCP removal treatment plants at Well No. 8 and Well No. 16 that utilize Granular Activated Carbon (GAC) technology. GAC technology uses an absorptive media (GAC) to remove contaminants from the water. GAC media loses its absorption capacity over time, and it eventually needs to be replaced. The GAC media for Well No. 8 was loaded in June of 2017 and the media in the lead vessels was reactivated in July of 2021. The GAC media for Well No. 16 was loaded in July of 2021. Routine monthly sampling of the water quality produced at the TCP removal treatment plants indicates that the absorption capacity of the GAC media in the plant vessels is exhausted and needs to be replaced.

Back in 2017, the City of Livingston conducted a pilot study using two different GAC suppliers to determine the best available technology for treating TCP contamination specifically for the City's groundwater source. The City of Livingston invited both Calgon and EVOQUA to participate in the study. Both suppliers treated Livingston's water for a period of 40 months from 2017 through 2020. The results from the pilot study showed Calgon's system outperformed EVOQUA on the volume of water treated prior to breakthrough of the contaminant's concentration per the attached Pilot Study Results.

Based on the pilot study, the City of Livingston has been using Calgon exclusively for the supply of GAC media.

## DISCUSSION:

In 2016, the City awarded a contract to Calgon for Well No. 8 that included the regeneration of 80,000 pounds of GAC media. In 2021, 40,000 out of the 80,000 pounds was reactivated. The City staff would like to proceed with the removal, regeneration, and reinstallation of the remaining 40,000 pounds of GAC media for this well.

In 2021, the City awarded another contract to Calgon for Well No. 16 that included the regeneration of 80,000 pounds of GAC media. The City staff would like to proceed with the removal, regeneration, and reinstallation of the 80,000 pounds of GAC media for this well.

The City staff has requested quotes from Calgon for the replacement of the GAC media at Well No. 8 and Well No. 16. Calgon is proposing to remove, regenerate, and reinstall 40,000 pounds of GAC media for Well No. 8 at the price of \$51,200.00 per the attached Quote #00017954. Also, the cost for removing, regenerating, and reinstalling 80,000 pounds of GAC media at Well No. 16 would be \$116,776.00 per the attached Quote #00017956.

Pursuant to the pilot study results which demonstrated Calgon's system as the best available technology for treating Livingston's TCP contamination, City staff recommends awarding the supply of GAC media for Well No. 8 and Well No. 16 to Calgon Carbon Corporation and authorizing the Interim City Manager to issue the attached purchase orders for each of the quoted prices.

## FISCAL IMPACT:

Project will be funded from the approved budget for fiscal year 2023/2024.

## **ATTACHMENTS:**

- 1. Resolution
- 2. Pilot Study Results
- 3. Well No. 8 Calgon Quote: 00017954
- 4. Well No. 16 Calgon Quote: 00017956
- 5. Well No. 8 Purchase Order No. 0000001758
- 6. Well No. 16 Purchase Order No.0000001757

#### **RESOLUTION NO. 2023-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON ACCEPTING
THE PROPOSALS FROM CALGON CARBON CORPORATION FOR THE
REPLACEMENT OF GRANULATED ACTIVATED CARBON MEDIA AT WELL NO. 8
AND WELL NO. 16 AND MAKING FINDINGS SUPPORTING THAT THE
PROCUREMENT FOR THESE MATERIALS AND SERVICES IS EXEMPT FROM
COMPETITIVE BIDDING REQUIREMENTS

WHEREAS, the City of Livingston has TCP removal treatment plants at Well No. 8 and Well No. 16 that use Granular Activated Carbon (GAC) technology; and

**WHEREAS**, the GAC media absorption capacity for Well No. 8 and Well No. 16 has been exhausted; and

WHEREAS, the City of Livingston desires to replace the GAC media for Well No. 8 and Well No. 16 to reestablish adequate absorption capacity; and

WHEREAS, Section 1-11 et seq. of the Livingston Municipal Code set forth the City of Livingston's Purchase Policies and Procedures and establish that purchases of operational supplies, materials, and equipment in excess of Ten Thousand Dollars (\$10,000) be subject to formal bidding, which is consistent with the California Public Contract Code; and

WHEREAS, Section 1-11-6 provide that formal bidding requirements for purchases may be waived if a purchase is: of urgent necessity for the preservation of life, health or property; exempted by Council resolution passed by at least four (4) affirmative votes; or only available from one (1) source; and

WHEREAS, the City of Livingston conducted a pilot study in 2017 that found the GAC media provided by Calgon Carbon Corporation was the best available technology for treating Livingston's TCP groundwater contamination; and

WHEREAS, the City of Livingston has been using Calgon exclusively for the supply of GAC media; and

WHEREAS, the City of Livingston solicited quotes from Calgon Carbon Corporation for the removal, regeneration, and reinstallation of 40,000 lbs. of GAC media for Well No. 8 and 80,000 lbs. for Well No. 16; and

WHEREAS, Calgon Carbon Corporation quoted a price of \$51,200.00 for the GAC media for Well No. 8 and \$116,776.00 for Well No. 16; and

WHEREAS, the City of Livingston must replace the GAC media at Well No. 8 and Well No. 16 to reestablish the absorption capacity of the system and the City Council desires to proceed with the media replacements for the quoted prices.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Livingston hereby:

Section 1. Finds the purchase of the GAC media for Well No. 8 and Well No. 16 from Calgon Carbon Corporation is exempt from formal bid procedures pursuant to Section 1-11-6 of the Livingston Municipal Code.

Resolution No. Page 2 of 2

Roy C. Santos, City Attorney

Section 2. Adopts a Resolution accepting the proposals from Calgon Carbon Corporation for the replacement of GAC media at Well No. 8 for the price of \$51,200.00 and Well No. 16 for \$116,776.00.

Section 3. Authorizes the Interim City Manager to issue purchase orders to Calgon Carbon Corporation for the replacement of GAC media at Well No. 8 and Well No. 16. The purchase order shall be in a form approved by the City Attorney.

Section 4. This Resolution will become effective immediately.
I hereby certify that the foregoing Resolution No. 2023 is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 5 <sup>th</sup> day of December, 2023, by the vote recorded as follows:
AYES: NOES: ABSENT: ABSTAIN:
Rv:
By: Jose A. Moran, Mayor of City of Livingston
ATTEST
Monica Cisneros, Deputy City Clerk
APPROVED AS TO LEGAL FORM

## City of Livingston 2017 Pilot Test Results for TCP Treatment

Month-Yr	Totalizer Reading (MG)								
	Calgon Media	Evoqua Media							
Jun-17	353.1	357.4							
Jul-17	360.5	364.3							
Aug-17	372.0	373.4							
Sep-17	381.5	381.9							
Oct-17	388.6	388.7							
Nov-17	392.7	392.9							
Dec-17	396.1	396.2							
Jan-18	399.6	399.8							
Feb-18	405.6	405.8							
Mar-18	409.0	409.2							
Apr-18	411.1	411.4							
May-18	415.5	415.8							
Jun-18	424.0	424.3							
Jul-18	435.2	435.4							
Aug-18	447.7	447.6							
Sep-18	458.5	458.1							
Oct-18	468.4	467.9							
Nov-18	475.9	475.1							
Dec-18	483.6	482.6							
Jan-19	485.8	484.8							
Feb-19	489.1	488.0							
Mar-19	494.0	492.8							
Apr-19	500.4	498.9							
May-19	509.2	507.4							
Jun-19	519.5	517.4							
Jul-19	530.3	528.0							
Aug-19	540.7	538.0							
Sep-19	549.4	546.5							
Oct-19	561.6	558.4							
Nov-19	570.7	567.1							
Dec-19	582.3	578.2							
Jan-20	593.6	588.9							
Feb-20	605.1	600.0							
Mar-20	618.3	612.6							
Apr-20	632.2	625.8							
May-20	645.7	638.6							
Jun-20	657.8	650.1							
Jul-20	673.7	665.0							
Aug-20	691.1	681.1							
Sep-20	703.4	695.0							
Average=	500.8	498.8							



September 29, 2023

Quote: 00017954

Gouveia Engineering c/o City of Livingston, CA 456 6th St Gustine, CA 95322

Dear Mr. Fontaine:

Thank you for your interest in Calgon Carbon Corporation to complete your upcoming GAC Exchanges at Well 8. We are pleased to offer our services to assist you in this endeavor.

The price for performing the exchanges are below, and are subject to Calgon Carbon Corporation's standard terms and conditions, a copy of which is attached. Calgon Carbon Corporation is proposing to perform the GAC Exchange using Bulk Slurry techniques.

Well 8

Product/Packaging: CMR LVNGTNCA - BULK [2030/20]

Price: \$51,200.00 Quantity: 40,000 LBS

Scope: Calgon Carbon to remove spent GAC and haul back for reactivation and storage. After the vessels are inspected/

disinfected (not included), Calgon Carbon will return to install the reactivated GAC currently in storage.

Incoterms: 11 - Ship Pt Prepaid Delivered

#### Please note for freight:

Bulk trailers are alloted on-site time for 4-hours - additional time that is required on-site may be applicable to the below detention rates:

Excess detention is \$101.40 per hour, per truck Layover charge if required of \$259.00 per truck

Quote is valid until January 23, 2024. Shipment must take place within 90 days after receipt of a purchase order. Pricing beyond the terms stated above is subject to change. Subject to Calgon Carbon Corporation Terms and Conditions. Any changes made to this order may be subject to the assessment of change fees. Specifically, changes made within a 3 business day window prior to the scheduled delivery date will be subject to additional fees based on costs incurred by Calgon Carbon Corporation. These costs may include, but are not limited to, handling fees, transportation fees, restocking fees, and any other direct costs associated with changes to the order. The freight and product quoted above is based on the current rates. If freight costs and/or product costs increase by more than 5% at time of shipment, pricing is subject to change.

If you would like to proceed with this offer, please email or fax a purchase order or credit card information and tax-exempt form, if applicable, to customer relations at <a href="mailto:cc-customerrelations@kuraray.com">ccc-customerrelations@kuraray.com</a> or 412-787-6323. Please include your shipping address, delivery date, and reference the above quotation number on your purchase order. Please contact me with any additional questions.

Sincerely,

Calgon Carbon Corporation

Benjamin Goecke
Senior Technical Sales Representative
Calgon Carbon Corporation, a Kuraray Company
ben.goecke@kuraray.com
+1 4252860754

#### **Additional Information**

#### **Proposal Validity and Scope**

Quote is valid until 1/23/24. Sales/Use Taxes are not included. Payment terms are Net30 from date of invoice. Unless otherwise noted in Calgon Carbon's Sales Proposal or Customer's Purchase Order, the services to be provided by Calgon Carbon and the requirements of the customer are defined in the following sections. Additional service costs will be invoiced for wait time, poor equipment access, difficult to remove or install media, excessive trailer drain times, or other variances from the standard scope of supply.

#### Standard Scope of Supply

Our quoted service price includes removal of the spent media from the customer vessel, placement of spent media in either bulk bags or disposal container, inspection of vessel interior performed by viewing from outside man-way opening, and re-bedding with replacement media. Service is performed during normal operating hours of Monday to Friday. Weekend and holiday work can be performed at special rates. Bulk exchange pricing assumes adequate access to the vessel, customer supplies air and water for the exchanges, and vessel is equipped with media discharge and media fill lines terminated with male Camlock-type fittings. Two (2) hours are allotted for water to drain from trailers. Vacuum vessel change-out pricing assumes vertical cylindrical vessels with top entry that can be filled pneumatically by pulling a vacuum on the vessel or by drop loading from super sacks directly over the top man-way. To avoid additional invoiced costs, conditions defined in the Site Criteria, Additional Criteria for Vacuum Service, and Spent Media Disposal sections below must also be met.

#### Site Criteria

- 1. Compressed air (100 cfm min.) (CCC can supply if not available), water (60 psig and 150 gpm min.), drainage, 110V, 20 A power, lighting, and restrooms readily available.
- 2. Suitable access and staging areas for materials and service equipment within 100 feet of equipment to be serviced.
- 3. Spent media must be free flowing and of a nature (e.g. not gummy or attrited) that does not blind water separation nozzles or screens.
- 4. Customer is to open all man ways for inspections, vacuum service and dry fills. Failure to allow Calgon Carbon to internally inspect the vessel for damage to under-drains that might result in a carbon release and for a spent carbon heel in the vessel that may cause premature contaminate break-through will make these failures solely the responsibility of the customer.
- 5. At sites where spent media is classified as a RCRA hazardous waste, customer is responsible for the disposal of contaminated PPE, equipment (e.g., filters) and decontamination rinse water.
- 6. Inclement weather provisions:
- For extreme weather conditions (temp < 30 F or > 90 F; wind > 15 mph; heavy rain or snow, etc.), work may be postponed for safety reasons. However, in emergency situations, exceptional provisions (e.g. portable heaters, tarps, etc.) may be used to complete the work. Costs of such provisions are the responsibility of the customer.
- Impassable roadways at a site will be considered a safety hazard and will result in delay or cancellation charges.

#### As a reminder for bulk slurry service, the following conditions should be met:

Compressed air (100 cfm min.) (CCC Can supply if needed), water (60 psig and 150 gpm min.), drainage, 110V, 20 A power, lighting, and restrooms readily available.; Spent media must be free flowing and of a nature (e.g. not gummy or attrited) that does not blind water separation nozzles or screens.; Customer is to open all man ways for inspections, vacuum service and dry fills. Failure to allow Calgon Carbon to internally inspect the vessel for damage to under-drains that might result in a carbon release and for a spent carbon heel in the vessel that may cause premature contaminate break-through will make these failures solely the responsibility of the customer. If repairs to a vessel are required, labor and charges for additional materials and equipment will be invoiced as cost over-runs. Additional cost over-runs will be invoiced for wait time, poor equipment access, difficult to remove or install media,

excessive trailer drain times, or other variances from the standard scope of supply.

#### Cost Over-Runs

Pricing is based on indicated quantities of media. If removed or replaced quantity is greater, the invoice will reflect actual quantity and additional costs for transportation, field service crew and material. If repairs to a vessel are required, labor and charges for additional materials and equipment will be invoiced as cost over-runs. Additional cost over-runs will be invoiced for wait time, poor equipment access, difficult to remove or install media, excessive trailer drain times, or other variances from the standard scope of supply. If media is solidified and customer requests Calgon Carbon to remove media, Calgon Carbon will not assume responsibility for any damage to vessel interior.

Carbon Acceptance Fee: This does not apply for any impregnated activated carbons.

We are required by our operating permits to sample and analyze all spent carbons prior to their initial shipment to ensure a safe and environmentally friendly reactivation process. Each approval is then required to be revalidated through submittal of a new profile and sample for testing at a frequency of not less than once every five years. The standard fees for initial approval and project revalidation are as follows:

Non-Hazardous Reactivation Testing Fee (Vapor Phase) \$800.00 Non-Hazardous Reactivation Testing Fee (Liquid Phase) \$1,000.00 RCRA Hazardous Reactivation Testing Fee (Vapor Phase) \$1,000.00 RCRA Hazardous Reactivation Testing Fee (Liquid Phase) \$1,200.00

Additional analyses may also be required for acceptance of spent carbons from certain applications (e.g., wood treating applications, DBCP or PCB treatment, TCLP analysis, metals testing, etc). Contact your Technical Sales Representative or the Carbon Acceptance Department for current pricing. Carbon Acceptance testing will take approximately 3-4 weeks once the sample and paperwork are received by Calgon Carbon Corporation.

SPENT CARBON HANDLING: The Fees listed above include handling of all spent carbon generated in the treatment application provided: 1) the spent carbon satisfies all spent carbon acceptance criteria established by Calgon Carbon; 2) the spent carbon is classified non-hazardous as defined under the Federal Resource Conservation and Recovery Act (RCRA). If it is subsequently determined that the spent carbon generated is a Hazardous Waste as defined by RCRA, then the return of the spent carbon will be subject to a RCRA Spent Carbon Reactivation Fee at a minimum of twenty-five cents (\$.25) for each pound of spent carbon returned on a dry weight basis. The Fee will be determined at the time an order is placed for exchange of Activated Carbon or at the time a return of spent carbon is scheduled if purchase of replacement Activated Carbon is not required.

#### Transportation of Hazardous Media

If spent media is classified as hazardous, transportation of spent media is by a hazardous carrier. Customer to supply and prepare all required manifests. Wet, dripping, or loading super sacks of hazardous waste will not be acceptable for removal from site. We suggest that these items be placed under roof or tarp so that extra freight charges for rejected loads might be avoided. Please remember that as many as thirty (30) days may be needed to arrange hazardous transportation.

#### Questions

Further information may be obtained from your sales person, at our website www.calgoncarbon.com, or by calling 1-800-4-CARBON.

#### Terms and Conditions for the Sale of Carbon and Media

#### 1) DEFINITIONS:

(a) Seller:

Calgon Carbon Corporation or its applicable subsidiary or affiliate

(b) Buyer:

The buyer named in the Documentation

Documentation:

The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation

(d) Goods:: (e) Products:

The Goods and services, collectively, described in the Documentation

(f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, silent, the mechanism set forth in Section 4(c) below will apply. the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the (c) If the Documentation is silent regarding the mechanism for adjustment of terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and Indices, as published by the United States Department of Labor: (i) delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this adjustment shall be calculated by taking the percent difference for each Agreement and either party's standard forms, this Agreement shall govern.

3) Price and Payment: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to percentages will then be averaged for calculating the final percent increase pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed specified in the Documentation, are F.O.B. Seller's point of shipment for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A amount due, Seller shall add up to a thirty-five percent (35%) surcharge to late payment fee of 1.25% per month, or the highest lawful rate, whichever is the freight charges. Seller will have the right, at its election, to make partial less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, reserves the right to stop delivery of any Product in transit and to withhold at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

#### 4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

- (b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is
- fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.
- 5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise (Incoterms® 2020). If freight is to be prepaid by Seller and added to the shipments of the Products and to invoice each shipment separately. Seller shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.
- 6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020,

if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure other operational problems including lower furnace operating rates. If the to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery acceptance exists. or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally 9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole scheduled delivery date and such delay is caused by Buyer, Buyer will be expense, for all environmental permits, applications, regulatory approvals, subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buver's risk and expense.

#### 8) SERVICES:

- (a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.
- (b) Buyer shall make the premises, where services are to be performed (the 'Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to 18, 19 and 20 shall survive termination or expiration of this Agreement. make the Premises available to Seller to perform the services. Prior to the commencement of services. Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous. unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.
- (c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance.

Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document, Seller 7) AVAILABILITY: Shipment dates (and delivery and installation dates, if reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging, exothermic reactions, or spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon

- and other permits or licenses that may be required for installation and/or operation of the Products.
- 10) Termination: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16,

#### 11) LIMITED WARRANTIES:

- (a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.
- (b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE

EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION, ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to within the discretion of Seller and that nothing in this Agreement shall any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for 14) EXPORT CONTROLS: Buyer acknowledges that the Products and Buyer's use, application, modification, or combination of the Products.

contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller licenses or other authorizations will be granted, and shall have no liability is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be provision or applicable export laws or regulations. Notwithstanding any deemed waived unless made in writing within ninety (90) days of the other provision in this Agreement, Seller shall have the right to terminate occurrence giving rise to the Claim. Moreover, any failure of

Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International 12) LIMITATION OF LIABILITY: Notwithstanding any provision to the Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise discretion, and so long as Seller has not separately agreed in writing to identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; governed by, construed and enforced in accordance with the laws of the (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) parties consent and submit to the exclusive jurisdiction and service of is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall affiliates or to any third party which merges with Seller or acquires all or provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the assets or business relating to the Products. Seller may use provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the 'Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The process of any state or federal court located in Allegheny County, Pennsylvania.

#### 19) MISCELLANEOUS:

(a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or substantially all of its business and assets or a substantial part of its subcontractors to fulfill its obligations pursuant to this Agreement.

- (b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.
- (c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.
- (d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

- (e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.
- (f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.
- (g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.
- (h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.
- 20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



September 29, 2023

Gouveia Engineering c/o City of Livingston, CA 456 6th St Gustine, CA 95322

Dear Mr. Fontaine:

Thank you for your interest in Calgon Carbon Corporation to complete your upcoming GAC Exchanges at Well 16. We are pleased to offer our services to assist you in this endeavor.

The price for performing the exchanges are below, and are subject to Calgon Carbon Corporation's standard terms and conditions, a copy of which is attached. Calgon Carbon Corporation is proposing to perform the GAC Exchange using Bulk Slurry techniques.

Well 16

Product/Packaging: CMR LVNGTNCA - BULK [2030/20]

Price: \$116,776.00 Quantity: 80,000 LBS

Scope: Calgon Carbon to remove spent GAC and haul back for reactivation and storage. Once GAC is reactivated (please

allow 4-6 weeks), we will return to re-install. Price does not include disinfection.

Incoterms: 11 - Ship Pt Prepaid Delivered

#### Please note for freight:

Bulk trailers are alloted on-site time for 4-hours - additional time that is required on-site may be applicable to the below detention rates:

Excess detention is \$101.40 per hour, per truck Layover charge if required of \$259.00 per truck

Quote is valid until January 23, 2024. Shipment must take place within 90 days after receipt of a purchase order. Pricing beyond the terms stated above is subject to change. Subject to Calgon Carbon Corporation Terms and Conditions. Any changes made to this order may be subject to the assessment of change fees. Specifically, changes made within a 3 business day window prior to the scheduled delivery date will be subject to additional fees based on costs incurred by Calgon Carbon Corporation. These costs may include, but are not limited to, handling fees, transportation fees, restocking fees, and any other direct costs associated with changes to the order. The freight and product quoted above is based on the current rates. If freight costs and/or product costs increase by more than 5% at time of shipment, pricing is subject to change.

If you would like to proceed with this offer, please email or fax a purchase order or credit card information and tax-exempt form, if applicable, to customer relations at <a href="mailto:cc-customerrelations@kuraray.com">ccc-customerrelations@kuraray.com</a> or 412-787-6323. Please include your shipping address, delivery date, and reference the above quotation number on your purchase order. Please contact me with any additional questions.

Quote: 00017956

Sincerely,

Calgon Carbon Corporation

Benjamin Goecke Senior Technical Sales Representative Calgon Carbon Corporation, a Kuraray Company ben.goecke@kuraray.com +1 4252860754

#### **Additional Information**

#### **Proposal Validity and Scope**

Quote is valid until 1/23/24. Sales/Use Taxes are not included. Payment terms are Net30 from date of invoice. Unless otherwise noted in Calgon Carbon's Sales Proposal or Customer's Purchase Order, the services to be provided by Calgon Carbon and the requirements of the customer are defined in the following sections. Additional service costs will be invoiced for wait time, poor equipment access, difficult to remove or install media, excessive trailer drain times, or other variances from the standard scope of supply.

#### Standard Scope of Supply

Our quoted service price includes removal of the spent media from the customer vessel, placement of spent media in either bulk bags or disposal container, inspection of vessel interior performed by viewing from outside man-way opening, and re-bedding with replacement media. Service is performed during normal operating hours of Monday to Friday. Weekend and holiday work can be performed at special rates. Bulk exchange pricing assumes adequate access to the vessel, customer supplies air and water for the exchanges, and vessel is equipped with media discharge and media fill lines terminated with male Camlock-type fittings. Two (2) hours are allotted for water to drain from trailers. Vacuum vessel change-out pricing assumes vertical cylindrical vessels with top entry that can be filled pneumatically by pulling a vacuum on the vessel or by drop loading from super sacks directly over the top man-way. To avoid additional invoiced costs, conditions defined in the Site Criteria, Additional Criteria for Vacuum Service, and Spent Media Disposal sections below must also be met.

#### Site Criteria

- 1. Compressed air (100 cfm min.) (CCC can supply if necessary), water (60 psig and 150 gpm min.), drainage, 110V, 20 A power, lighting, and restrooms readily available.
- 2. Suitable access and staging areas for materials and service equipment within 100 feet of equipment to be serviced.
- 3. Spent media must be free flowing and of a nature (e.g. not gummy or attrited) that does not blind water separation nozzles or screens.
- 4. Customer is to open all man ways for inspections, vacuum service and dry fills. Failure to allow Calgon Carbon to internally inspect the vessel for damage to under-drains that might result in a carbon release and for a spent carbon heel in the vessel that may cause premature contaminate break-through will make these failures solely the responsibility of the customer.
- 5. At sites where spent media is classified as a RCRA hazardous waste, customer is responsible for the disposal of contaminated PPE, equipment (e.g., filters) and decontamination rinse water.
- 6. Inclement weather provisions:
- For extreme weather conditions (temp < 30 F or > 90 F; wind > 15 mph; heavy rain or snow, etc.), work may be postponed for safety reasons. However, in emergency situations, exceptional provisions (e.g. portable heaters, tarps, etc.) may be used to complete the work. Costs of such provisions are the responsibility of the customer.
- Impassable roadways at a site will be considered a safety hazard and will result in delay or cancellation charges.

#### As a reminder for bulk slurry service, the following conditions should be met:

Compressed air (100 cfm min.) (CCC can supply if necessary), water (60 psig and 150 gpm min.), drainage, 110V, 20 A power, lighting, and restrooms readily available.; Spent media must be free flowing and of a nature (e.g. not gummy or attrited) that does not blind water separation nozzles or screens.; Customer is to open all man ways for inspections, vacuum service and dry fills. Failure to allow Calgon Carbon to internally inspect the vessel for damage to under-drains that might result in a carbon release and for a spent carbon heel in the vessel that may cause premature contaminate break-through will make these failures solely the responsibility of the customer. If repairs to a vessel are required, labor and charges for additional materials and equipment will be invoiced as cost over-runs. Additional cost over-runs will be invoiced for wait time, poor equipment access, difficult to remove or install media,

excessive trailer drain times, or other variances from the standard scope of supply.

#### Cost Over-Runs

Pricing is based on indicated quantities of media. If removed or replaced quantity is greater, the invoice will reflect actual quantity and additional costs for transportation, field service crew and material. If repairs to a vessel are required, labor and charges for additional materials and equipment will be invoiced as cost over-runs. Additional cost over-runs will be invoiced for wait time, poor equipment access, difficult to remove or install media, excessive trailer drain times, or other variances from the standard scope of supply. If media is solidified and customer requests Calgon Carbon to remove media, Calgon Carbon will not assume responsibility for any damage to vessel interior.

Carbon Acceptance Fee: This does not apply for any impregnated activated carbons.

We are required by our operating permits to sample and analyze all spent carbons prior to their initial shipment to ensure a safe and environmentally friendly reactivation process. Each approval is then required to be revalidated through submittal of a new profile and sample for testing at a frequency of not less than once every five years. The standard fees for initial approval and project revalidation are as follows:

Non-Hazardous Reactivation Testing Fee (Vapor Phase) \$800.00 Non-Hazardous Reactivation Testing Fee (Liquid Phase) \$1,000.00 RCRA Hazardous Reactivation Testing Fee (Vapor Phase) \$1,000.00 RCRA Hazardous Reactivation Testing Fee (Liquid Phase) \$1,200.00

Additional analyses may also be required for acceptance of spent carbons from certain applications (e.g., wood treating applications, DBCP or PCB treatment, TCLP analysis, metals testing, etc). Contact your Technical Sales Representative or the Carbon Acceptance Department for current pricing. Carbon Acceptance testing will take approximately 3-4 weeks once the sample and paperwork are received by Calgon Carbon Corporation.

SPENT CARBON HANDLING: The Fees listed above include handling of all spent carbon generated in the treatment application provided: 1) the spent carbon satisfies all spent carbon acceptance criteria established by Calgon Carbon; 2) the spent carbon is classified non-hazardous as defined under the Federal Resource Conservation and Recovery Act (RCRA). If it is subsequently determined that the spent carbon generated is a Hazardous Waste as defined by RCRA, then the return of the spent carbon will be subject to a RCRA Spent Carbon Reactivation Fee at a minimum of twenty-five cents (\$.25) for each pound of spent carbon returned on a dry weight basis. The Fee will be determined at the time an order is placed for exchange of Activated Carbon or at the time a return of spent carbon is scheduled if purchase of replacement Activated Carbon is not required.

#### Transportation of Hazardous Media

If spent media is classified as hazardous, transportation of spent media is by a hazardous carrier. Customer to supply and prepare all required manifests. Wet, dripping, or loading super sacks of hazardous waste will not be acceptable for removal from site. We suggest that these items be placed under roof or tarp so that extra freight charges for rejected loads might be avoided. Please remember that as many as thirty (30) days may be needed to arrange hazardous transportation.

#### Questions

Further information may be obtained from your sales person, at our website www.calgoncarbon.com, or by calling 1-800-4-CARBON.

#### Terms and Conditions for the Sale of Carbon and Media

#### 1) DEFINITIONS:

(a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate

(b) Buyer: The buyer named in the Documentation

(c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these

Terms and Conditions are attached

(d) Goods:: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation

(e) Products: The Goods and services, collectively, described in the Documentation

(f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, silent, the mechanism set forth in Section 4(c) below will apply. the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the (c) If the Documentation is silent regarding the mechanism for adjustment of terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and Indices, as published by the United States Department of Labor; (i) delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this adjustment shall be calculated by taking the percent difference for each Agreement and either party's standard forms, this Agreement shall govern.

3) Price and Payment: The price shall be as stated in the Documentation. Unless otherwise stated in the Documentation: (a) The price is exclusive of any taxes, tariff, and duties of any kind which either party may be required to percentages will then be averaged for calculating the final percent increase pay with respect to the sale of goods described in the Documentation, and Buyer shall be responsible for the payment of all taxes, tariffs and duties related hereto, except for income taxes imposed on Seller; (b) Sales tax will be added to the price based upon the Product destination unless tax exemption or direct pay documentation is provided; (c) Products will be billed specified in the Documentation, are F.O.B. Seller's point of shipment for at the time of delivery; and (d) Payment terms shall be net thirty (30) days, or net forty-five (45) days if paid by Electronic Funds Transfer (EFT). A amount due, Seller shall add up to a thirty-five percent (35%) surcharge to late payment fee of 1.25% per month, or the highest lawful rate, whichever is the freight charges. Seller will have the right, at its election, to make partial less, will apply to all amounts past due, and will be prorated per day. Retainage may only be applied on the final invoice. Buyer agrees that Seller, reserves the right to stop delivery of any Product in transit and to withhold at its discretion, may accelerate and make due and payable all remaining payments if Buyer shall fail to perform any of its obligations hereunder or under the Documentation, including without limitation Buyer's failure to pay any amount when due, subject to any applicable cure periods provided for herein.

#### 4) PRICING CONDITIONS:

(a) Unless otherwise indicated within the Documentation, all pricing quoted in connection with the Documentation is valid for purchase for a sixty (60) day period beginning with the date of the Documentation.

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is

fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise (Incoterms® 2020). If freight is to be prepaid by Seller and added to the shipments of the Products and to invoice each shipment separately. Seller shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

6) TITLE AND RISK OF LOSS: Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of any Goods in transit pursuant to Section 5 above, title to and risk of loss of the Goods will pass to Buyer upon delivery of the Goods by Seller to the carrier at Seller's point of shipment. Notwithstanding the foregoing or the provisions of the Uniform Commercial Code or Incoterms® 2020,

if Buyer is located outside of the United States of America, title to the Goods, and all accessions to or products of the Goods, shall remain with Seller until the later of (a) payment in full of the purchase price and of other amounts owing by Buyer and (b) delivery to Buyer.

7) AVAILABILITY: Shipment dates (and delivery and installation dates, if included in the scope of work) are not guaranteed, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure other operational problems including lower furnace operating rates. If the to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery acceptance exists. or otherwise be relieved of any obligations as the result of such delay. If any delivery is delayed for more than thirty (30) days beyond the originally 9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole scheduled delivery date and such delay is caused by Buyer, Buyer will be expense, for all environmental permits, applications, regulatory approvals, subject to storage charges from the scheduled shipment date of two percent (2%) of the sale price per month; and such storage charge shall be due monthly on the first day of each month. Storage by Seller shall be at Buyer's risk and expense.

#### 8) SERVICES:

- (a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.
- (b) Buyer shall make the premises, where services are to be performed (the 'Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to 18, 19 and 20 shall survive termination or expiration of this Agreement. make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.
- (c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance.

Seller reserves the right to reject any and all activated carbon if, in its judgment, it is unsuitable for reactivation. Further, Seller will periodically retest the spent activated carbon to assure it remains acceptable for reactivation and that it does not contain constituents that were not in the carbon acceptance sample and/or Adsorbate Profile Document, Seller reserves the right to apply a surcharge for reactivation of spent carbon with quality that creates excessive corrosion, slagging, exothermic reactions, or spent activated carbon becomes unacceptable for reactivation, disposal of the carbon will be the responsibility of Buyer. Seller reserves the right to reactivate the spent carbon at any of its reactivation facilities where carbon

- and other permits or licenses that may be required for installation and/or operation of the Products.
- 10) Termination: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16,

#### 11) LIMITED WARRANTIES:

- (a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.
- (b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE

EVENT OF DEFECTIVE GOODS OR SERVICES. THERE ARE NO WARRANTIES MADE WITH REGARD TO THE PRODUCTS OTHER THAN THOSE CONTAINED IN THIS SECTION. ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to within the discretion of Seller and that nothing in this Agreement shall any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for 14) EXPORT CONTROLS: Buyer acknowledges that the Products and Buyer's use, application, modification, or combination of the Products.

12) LIMITATION OF LIABILITY: Notwithstanding any provision to the Traffic in Arms Regulations (ITAR), the Export Administration contrary herein, except with respect to a breach of the confidentiality obligations set forth in Section 15 hereof, the parties hereto agree that in no event shall either party be liable to the other party for any indirect, special, consequential, incidental or punitive damages, or lost profits, as a result of a breach of any provision of this Agreement or for any other claim of any kind arising out of or relating to this Agreement, whether in contract, in tort or otherwise. Notwithstanding any provision to the contrary herein, for all losses, damages, liabilities or expenses (including attorney's fees and costs), whether for indemnity or negligence, including errors, omissions or other acts, or willful misconduct, or based in contract, warranty (including any costs and fees for repairing, replacing or re-performing services or curing a breach hereof), or for any other cause of action (individually, a "Claim"; collectively, "Claims"), Seller's liability, including the liability of its insurers, employees, agents, directors, and officers and all other persons for whom Seller is legally responsible, shall not, to the maximum extent permitted by law, exceed in the cumulative aggregate with respect to all Claims arising out of or related to this Agreement, the lesser of (a) the total amount of compensation paid to Seller hereunder, and (b) One Million Dollars (\$1,000,000). All Claims of whatsoever nature shall be deemed waived unless made in writing within ninety (90) days of the occurrence giving rise to the Claim. Moreover, any failure of

Buyer to notify Seller of unsatisfactory operation or any improper or unauthorized installation, maintenance, use, repair, or adjustment shall relieve Seller of any further responsibilities hereunder.

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

related technology are subject to U.S. export control and economic sanctions laws and regulations, which may include the International Regulations (EAR) and regulations promulgated by the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC). Buyer further acknowledges that the re-export of the Products and/or related technology to a third country or retransfer to an unapproved end user may require a license or other authorization from the Government of the United States. Such licenses or other authorizations may impose further restrictions on the re-export or retransfer of the Products and/or related technology. U.S. law also restricts the re-export or retransfer of U.S.-origin goods, technology, or services to countries or persons subject to U.S. sanctions or embargoes. Buyer represents and warrants that it is in compliance with and agrees to comply with all such applicable export control and economic sanctions laws and regulations. It is the sole responsibility of Buyer to apply for and obtain any necessary licenses or other authorizations prior to any re-export or retransfer of the Products and/or related technology. Seller makes no warranty that any such licenses or other authorizations will be granted, and shall have no liability for Buyer's inability to obtain such licenses or other authorization or for any violation by Buyer of any applicable export control and/or economic sanctions laws and regulations. Buyer will indemnify Seller and hold it harmless from any liability resulting from Buyer's violation of this provision or applicable export laws or regulations. Notwithstanding any other provision in this Agreement, Seller shall have the right to terminate this Agreement immediately upon the determination by Seller, in Seller's sole discretion, that Buyer has breached, intends to breach, or insists upon breaching any of the provisions in the above clauses.

15) CONFIDENTIALITY: Other than in the performance of the terms of this Agreement, neither Buyer nor its agents, employees, or subcontractors shall use or disclose to any person or entity any confidential information of Seller (whether written, oral, electronic or other form) that is obtained or otherwise prepared or discovered in connection with this Agreement. Buyer agrees that all pricing, discounts, design drawings and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller, whether or not otherwise discretion, and so long as Seller has not separately agreed in writing to identified as such. The obligations under this section continue perpetually and survive the termination or expiration of any underlying agreement between the parties. The provisions of this section relating to use and disclosure shall not apply to any information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Buyer under this Agreement; (b) becomes available to Buyer from a source other than Seller without breach of any obligation of confidentiality; governed by, construed and enforced in accordance with the laws of the (c) was independently developed by Buyer without violation of Seller's rights and without reference to the confidential information, as evidenced by written records, maintained in the ordinary course of business by Buyer; (d) is used or disclosed with the prior written approval of Seller; (e) parties consent and submit to the exclusive jurisdiction and service of is information previously known to Buyer as evidenced by written records maintained by Buyer in the ordinary course of business, and not otherwise subject to any confidentiality restrictions; or (f) Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose. The burden of proof that the information resides within one of the exceptions set forth above shall be on Buyer. If Buyer becomes legally compelled (by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process) to disclose any of the confidential information, Buyer shall affiliates or to any third party which merges with Seller or acquires all or provide Seller with prompt written notice so that Seller may seek a protective order or other appropriate remedy or waive compliance with the assets or business relating to the Products. Seller may use provisions of this Agreement. If such protective order or other remedy is not obtained, or if Seller waives compliance with the provisions of this Agreement, Buyer shall furnish only that portion of the confidential information which Buyer is legally required to disclose and shall exercise its reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded the confidential information. Buyer shall not undertake any qualitative or quantitative analysis, reverse engineering or replication of any of Seller's products, samples or prototypes without Seller's specific written authorization.

16) SECURITY INTEREST: Buyer hereby grants Seller a security interest in the Goods to secure the payment of the purchase price, and shall not sell, lease, transfer or encumber the Goods and will keep the Goods free from any and all liens and security interests until Seller has been paid in full. Buyer shall execute any and all documents reasonably requested by Seller to protect such security interests.

17) MANAGEMENT OF CHANGE: Seller is constantly striving to improve its products and capabilities and to provide the best product to its customers. Seller may from time to time develop product improvements or alterations with respect to the Products hereunder (the 'Product Improvements"), and Seller may implement such Product Improvements without notice to Buyer so long as the performance of the Products will not be materially diminished, as determined in Seller's sole provide such notification to Buyer. In the event that Seller has agreed in writing to provide notice of Product Improvements to Buyer (the "Notice"), then Seller shall provide such Notice in accordance with the terms set forth in the separate writing.

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The process of any state or federal court located in Allegheny County. Pennsylvania.

#### 19) MISCELLANEOUS:

- (a) Neither party may assign this Agreement, including without limitation any of its rights or obligations hereunder, without the express written consent of the other party hereto; provided that Seller may, without Buyer's consent, assign this Agreement, including without limitation any of its rights or obligations hereunder, to any of its parents, subsidiaries or substantially all of its business and assets or a substantial part of its subcontractors to fulfill its obligations pursuant to this Agreement.
- (b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.
- (c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.
- (d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

- (e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.
- (f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.
- (g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.
- (h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.
- 20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.



PURCHASE ORDER
No. 0000001758

VENDOR:

SHIP TO:

BILL TO:

Calgon Carbon Corporation

Electronic PO

City of Livingston

City of Livingston

1416 C Street

1416 C Street

Livingston, CA 95334-1417

Livingston, CA 95334-1417

VENI	OOR NO.	VE	NDOR PHONE NUMBER	TER	MS	DATE	REQUIRED DELIVERY DATE			
660		(80	0) 548-1999	0		11/27/2023				
SHIP	PING INSTE	UCTIO	NS							
(none)	)						11.11.11.11.11.11.11.11.11.11.11.11.11.			
ITEM	QTY	U/M	DESCRIPTION/TASK		PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT		
. [	1.00		Well #8 Calgon Carbon to remove spent GAC-Media Changeout and haul back for reactivation and storage. After the vessels are inspected/disinfected (not include), Calgon Carbon will return to install the reactivated GAC currently in storage.			2100-810-7550	51,200.00	51,200.00		

TAXABLE:

No

CONFIRMING:

\*

 SUBTOTAL:
 51,200.00

 TAX:
 0.00

 SHIPPING:
 0.00

TOTAL: 51,200.00

SPECIAL INSTRUCTIONS Quote #0017954

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE



**PURCHASE ORDER** No. 0000001757

VENDOR:

SHIP TO:

BILL TO:

Calgon Carbon Corporation

Electronic PO

City of Livingston

City of Livingston

1416 C Street

1416 C Street

Livingston, CA 95334-1417

Livingston, CA 95334-1417

VENDOR NO. VENDOR PHONE NUMBER			NDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
660		(80	0) 548-1999	0	11/27/2023				
SHIP	PING INSTR	UCTIO	NS						
(none	)					**************************************	*		
TEM	QTY	U/M	DESCRIPTION/TASK	PRD COE	E ACCOUNT	UNIT PRICE AMO			
	1.00		Well #16 Calgon Carbon to remove spent GAC-Media Changeout and haul back for reactivation and storage. Once GAC is reactivated Calgon Carbon will return to re-install.		2100-810-7550	22,376.00	22,376.00		

TAXABLE:

No

CONFIRMING:

SUBTOTAL: TAX:

22,376.00 0.00

SHIPPING:

0.00

TOTAL:

22,376.00

SPECIAL INSTRUCTIONS Quote #00017956

\$94,400.00 rollower \$94,400.00 total \$116,776,00 total



#### STAFF REPORT

**AGENDA ITEM:** 

Senate Bill 1205 Compliance Report

**MEETING DATE:** 

December 5, 2023

PREPARED BY:

Robert Wynne, Fire Apparatus Engineer

**REVIEWED BY:** 

**Christopher Lopez, Interim City Manager** 

#### **RECOMMENDATION:**

Adopt a Resolution accepting the annual report, in compliance with SB 1205, of structure inspections as required by Health and Safety Code Sections 13146.2 and 13146.3 completed from October 1, 2022 to September 30, 2023.

#### **BACKGROUND**:

On September 27, 2018, Senate Bill (SB) 1205 was approved by the Governor and filed with the Secretary of State. This bill mandates the department responsible for the annual inspections of certain structures, including schools, hotels, motels, lodging houses and apartment houses as required by sections 13146.2 and 13146.3 of the Health and Safety Code be required to report annually to its administering authority on its compliance with sections 13146.2 and 13146.3 of the Health and Safety Code.

#### **DISCUSSION:**

The following serves as the annual report required by SB 1205:

Within the incorporated City of Livingston, the number of structures requiring inspection and the number inspected during the time period of October 1, 2022, to September 30, 2023, are:

Schools Required: 13 Inspected 13

Hotels/Motels/Lodging Houses Required: 2 Inspected: 2

Apartments Required: 28 Inspected: 28

#### FISCAL IMPACT:

None

#### **ATTACHMENTS:**

1. Resolution

#### **RESOLUTION NO. 2023-**

## RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON ACCEPTING THE FIRE DEPARTMENT INSPECTION REPORT IN COMPLIANCE WITH SENATE BILL 1205

**WHEREAS**, Senate Bill 1205 mandates the department responsible for the annual inspections of certain structures, including schools, hotels, motels, lodging houses, and apartment houses as required by Health and Safety Code Sections 13146.2 and 13146.3 be required to report annually to its administering authority on its compliance with sections 13146.2 and 13146.3 of the Health and Safety Code.

WHEREAS, The Merced County Fire Department is the responsible department.
WHEREAS, The required report was made to the City Council on December 5, 2023.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Livingston hereby:
Accepts the required report, in compliance with Senate Bill 1205.
I hereby certify that the foregoing Resolution No. 2023 is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 5th day of December 2023, by the vote recorded as follows:
AYES: NOES: ABSENT: ABSTAIN:
By: Jose A. Moran, Mayor of City of Livingston
ATTEST
Monica Cisneros, Deputy City Clerk
APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney



#### STAFF REPORT

AGENDA ITEM: Consideration of an Ordinance of the City Council of the City of

Livingston Amending Chapter 7, of Title 1, Establishing Section 1-7-

6 City Clerk Responsibilities and Section 1-7-7 Deputy City Clerk

Responsibilities

**MEETING DATE:** 

December 5, 2023

PREPARED BY:

Roy Santos, City Attorney

**REVIEWED BY:** 

**Christopher Lopez, Interim City Manager** 

#### **RECOMMENDATION:**

Waive the First Reading of the Ordinance by Title Only, Open the Public Hearing, Close the Public Hearing and Approve the Ordinance as Presented.

#### **BACKGROUND AND DISCUSSION:**

Over the last several months, the City Council has discussed the duties and responsibilities of the Elected City Clerk. Currently, the Elected City Clerk's responsibilities are identified within the State code. This ordinance formally adopts the responsibilities of the City Clerk and also the responsibilities of the Deputy City Clerk.

The intent of the ordinance is to provide clarity with respect to the City Clerk's responsibilities, and to establish the responsibilities of the City Clerk's Office for the City of Livingston.

Additional options for the Council to consider include the following:

- 1. Directing staff to explore the opportunity to go to an appointed City Clerk versus an elected City Clerk
- 2. Directing staff to bring back the necessary information to add an item to the November 2024 ballot allowing for voters to weigh in on this item
- 3. Other direction as provided by the Council

#### FISCAL IMPACT:

There is no fiscal impact with the adoption of the ordinance.

#### **ATTACHMENTS:**

1. Ordinance

ORDINANCE NO.	0	R	D	ı	١	l/	4	١	١	C	E	N	J	O	ı		
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# AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON AMENDING CHAPTER 7, OF TITLE 1, ESTABLISHING SECTION 1-7-6 CITY CLERK RESPONSIBILITIES AND SECTION 1-7-7 DEPUTY CITY CLERK RESPONSIBILITIES OF THE LIVINGSTON MUNICIPAL CODE

**WHEREAS**, the City of Livingston ("the City") has the authority, under its police power, to enact regulations for the public peace, morals, and welfare of the City, California Constitution Article XI, section 7; and

**WHEREAS**, pursuant to the City's express statutory authority and its inherent police power, the City desires to enact reasonable regulations for the City Clerk and Deputy City Clerk.

**NOW THEREFORE**, the City Council of the City of Livingston does hereby ordain as follows:

**SECTION 1.** The above recitals are incorporated are hereby by reference.

**SECTION 2.** The Ordinance is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that it will have a significant effect on the environment. (CEQA Guidelines, § 15061(b)(3).) Further, the adoption and implementation of this Ordinance is not a project, as defined in CEQA Guidelines section 15378, because it has no potential for resulting in physical change to the environment, either directly or indirectly, and is therefore not subject to environmental review under CEQA pursuant to CEQA Guidelines section 15060(c)(3).

**SECTION 3.** Chapter 7, of Title 1, of the Livingston Municipal Code is hereby amended to establish section 1-7-6 and section 1-7-7 to read in their entirety as follows:

#### Chapter 7

#### CITY OFFICERS AND EMPLOYEES

#### Section 1-7-6 City Clerk Responsibilities.

The office of City Clerk is created and established pursuant to Government Code section 40801 et seq. Any bond necessary for the performance of the City Clerk's duties shall be paid by the City if executed by a surety company duly authorized to do business within the State of California. The surety bond for the City Clerk shall also include and encompass activities by any Deputy City Clerk appointed by the City Clerk. The City Clerk shall have only those responsibilities as provided within this Section and the principal functions of the City Clerk shall be to:

- A. Attend all regular meetings of the City Council except when excused by the governing state law, opinions and/or regulations, and be responsible for the timely recording and maintaining of a record of all the actions of the City Council;
- B. Keep all ordinances and resolutions of the City Council in such a manner that the information contained therein will be readily accessible and open to the public. The City Clerk shall attest to each resolution and ordinance adopted by the City Council and, as to ordinances requiring publication, that the ordinance has been published or posted in accordance with law;

- C. Prepare requirements, schedule and maintain all records of the Council and of the office of the City Clerk, and prepare the records retention schedule for City departments in such manner that the information contained therein will be readily accessible and open to the public pursuant to the California Public Records Act, Government Code Section 7920.000 et seq., until such time as any of the records may be destroyed or reproduced and the original destroyed, in accordance with State law;
  - D. Serve as the official custodian of all City records;
- E. Receive, organize, prepare and reply to requests regulated by the California Public Records Act:
  - F. Serve as custodian of the seal of the City;
- G. Prepare the City Council agendas, in conjunction with and under the direction of the City Manager;
- H. Perform the duties prescribed by the Elections Code in conducting municipal elections;
  - I. Perform the duties imposed upon city clerks by the California Political Reform Act;
  - J. Be responsible for the maintenance and distribution of the City's Municipal Code:
- K. Receive and forward to appropriate departments all claims filed against the City and its officers, agents or employees, pursuant to the provisions of the Tort Claims Act, Government Code Section 900 et seq.;
  - L. Administer all official oaths of office;
  - M. Certify all official records of the City;
- N. Display decorum and conduct befitting a holder of a public office; work cooperatively and positively with employees, managers, commissioners and members of the public; maintain exceptional customer service at all times;
- O. The City Clerk shall appoint a Deputy City Clerk upon agreement with the City Manager; and
  - P. Perform such other duties as assigned.

#### Section 1-7-6 Deputy City Clerk Responsibilities.

The Deputy City Clerk shall be supervised by the City Manager and perform those functions as established within the Deputy City Clerk job duties adopted by the City and which may change from time-to-time.

#### SECTION 4: EFFECTIVE DATE.

This Ordinance shall take effect and be in full force and effect from and after thirty (30) calendar days after its final passage and adoption. Within fifteen (15) calendar days after its adoption, the Ordinance, or a summary of the Ordinance, shall be published once in a newspaper of general circulation.

I HEREBY CERTIFY that the foregoing Ordina waiving reading, except by Title, at a regular 2023 and adopted the Or	meeting thereof held on the day of
2023, and adopted the Or meeting held on the day of	2023, by the following roll call vote:
AYES: NOES: ABSENT: ABSTAIN:	
	ATTEST
	MONICA CISNEROS, Deputy City Clerk
CITY OF LIVINGSTON	
By:	
APPROVED AS TO FORM:	
By: ROY C. SANTOS, City Attorney Aleshire & Wynder, LLP	
I,, City Cle HEREBY CERTIFY that the foregoing is a true are adopted by the City Council of the City of Livin herein.	nd accurate copy of the Ordinance passed and

## PUBLIC COMMENT FOR ITEM 6

#### **Monica Cisneros**

From:

Katherine Schell

Sent:

Tuesday, November 7, 2023 12:46 PM

То:

Livingston City Council

Subject:

Public Comment 11/07/2023 Item #7

According to our municipal code, the elected city clerk is to receive a monthly stipend of only \$100 per month.

However, the list of duties and working knowledge requirements, in the proposed Ordinance Amendment, far exceeds what one might expect of a \$100 per month position.

How many of the tasks involved in these requirements do you really expect of a person receiving only \$100 per month?

Which of these tasks are to be performed by the \$100 per month elected city clerk, and which are to be delegated to a knowledgeable and technically competent deputy city clerk?

Katherine Schell Rodriguez Sent from my iPhone

#### STAFF REPORT

AGENDA ITEM: COMMUNITY FACILITIES DISTRICT NO. 2017-1 (PUBLIC SERVICES),

**ANNEXATION NO. 3** 

MEETING DATE: December 5, 2023

PREPARED BY: Willdan Financial Services

REVIEWED BY: Christopher Lopez, Interim City Manager

#### **RECOMMENDATION:**

To initiate proceedings to annex property into Community Facilities District No. 2017-1 (Public Services) (the "CFD"), Annexation No. 3 to pay for the impact of new development on public services, including the maintenance of streets, drainage, parks, public landscape areas, and to maintain service levels for police and fire protection services provided by the City of Livingston (the "City").

It is recommended that the City Council adopt:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON DECLARING ITS INTENTION TO ANNEX TERRITORY TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF LIVINGSTON COMMUNITY FACILITIES DISTRICT NO. 2017-1 (PUBLIC SERVICES) ANNEXATION NO. 3

The recommended action will declare the City Council's intent to annex property into the CFD pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California as amended, for the purpose of financing the impact of new development on the maintenance of streets, drainage, parks, public landscape areas, and to maintain service levels for police and fire protection services.

#### **BACKGROUND:**

By Resolution No. 2018-20, the City Council established the CFD with the intention that future development within the City would annex into this CFD. The special taxes collected from the property owners within the CFD are to be used for the funding of maintenance of streets, drainage, parks, public landscape areas, and to maintain service levels for police and fire protection services due to new development in the City.

There are multiple projects proposed for annexation. The details for each project are as follows:

1. A development owned by Renee Moreno & Epigmenia Moreno consisting of a duplex sitting on 0.134 acres of land. The project is located on 6<sup>th</sup> Street between E Street and F Street. The boundary of the annexation includes the area within assessor's parcel number 024-181-014-000 as depicted on Exhibit A.

- 2. A development owned by Juan Maldonado consisting of single-family dwelling on 0.101 acres of land. The project is located on F Street between 4<sup>th</sup> and 5<sup>th</sup> Streets. The boundary of the annexation includes the area within assessor's parcel number 024-173-013-000 as depicted on Exhibit A.
- 3. A development owned by Simran Singh consisting of a triplex sitting on 0.177 acres of land. The project is located on B Street between 1<sup>st</sup> and 2<sup>nd</sup> Street. The boundary of the annexation includes the area within assessor's parcel number 024-123-003-000 as depicted on Exhibit A.
- 4. A development owned by SGM Moonglo, Inc consisting of a Truck Stop Complex to include five quick serve restaurants, three with a drive-thru, fuel dispensing stations for passenger vehicles, a fuel dispensing station for tractor trailers and associated travel center facilities to sit on 18.9 acres of land. The project is located east of Hammatt Avenue adjacent to, and north of, State Route 99 with Campbell Avenue running through the development. The boundary of the annexation includes the area within assessor's parcel numbers 023-060-010-000, 023-070-012-000, 023-070-013-000, and 023-070-014-000 as depicted on Exhibit A.
- 5. A development currently owned by JEG Livingston Ranches LP undergoing an ownership transfer to Mike Singleyn consisting of a Dutch Bros Coffee sitting on 0.861 acres of land. The project is located on the northeast end of Joseph Gallo Court adjacent to, and south of, State Route 99. The boundary of the annexation includes the area within assessor's parcel number 022-020-010-000 as depicted on Exhibit A.

Development of these properties changes the characteristics of undeveloped land. Once developed, these projects will have intensified the use of the properties, creating a need for more services under this CFD.

The Resolution of Intention is the first step in the process of annexing new developments into the CFD. The resolution also establishes January 16, 2024 as the public hearing date for the final consideration of the annexation of the property into the CFD. Once the annexation is complete, the property owners of the Project will be required to pay annual special taxes for the CFD, beginning in Fiscal Year 2024/2025 as itemized on their property tax bill in accordance with the rate set forth in the Amended Rate and Method of Apportionment of Special Tax shown in Exhibit B. The rates for Fiscal Year 2023/2024 are shown in Exhibit C.

The Amended Rate and Method of Apportionment of Special Tax was established as part of the formation of the CFD and fixed Fiscal Year 2018/2019 as the base year for the annual special tax rate. The special tax rates are anticipated to increase each year based on the Annual Escalation Factor specified in the Amended Rate and Method of Apportionment of Special Tax.

#### **DISCUSSION:**

The attached resolution will begin the proceedings for the annexation of the projects into the CFD. The conditions of approval for the projects require them to annex into the CFD, which was established as an annexable district to provide funding to offset the increased cost for maintenance of streets, drainage, parks, public landscape areas, and to maintain service levels for police and fire protection services.

#### **FINANCIAL IMPACT:**

The annual revenue received by the City for the CFD will be based on the maximum special tax rates outlined in the Amended Rate and Method of Apportionment of Special Tax, inflated by the Annual Escalation Factor. The estimated revenue amount from the development projects based on Fiscal Year 2023/2024 maximum special tax rates is \$250,459. The process for the annexation is funded by the developers and no general fund monies are used for this effort.

#### **ATTACHMENTS:**

1. Resolution

#### **RESOLUTION NO. 2023-**

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON DECLARING ITS INTENTION TO ANNEX TERRITORY TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF LIVINGSTON COMMUNITY FACILITIES DISTRICT NO. 2017-1 (PUBLIC SERVICES) ANNEXATION NO. 3

WHEREAS, this City Council has conducted proceedings to establish Community Facilities District No. 2017-1 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

**WHEREAS**, under the Act, this Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVINGSTON HEREBY RESOLVES AS FOLLOWS:

- 1. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.
- 2. The name of the existing CFD is "Community Facilities District No. 2017-1 (Public Services)."
- 3. The territory included in the existing CFD is as shown on the map thereof filed in Book 14 of Maps of Assessment and Community Facilities Districts at Page 40, as well as the map for Annexation No. 1 & Annexation No. 2 filed in Book 15 of Maps of Assessment and Community Facilities Districts at Pages 6 and 27-28, respectively, in the office of the County Recorder, County of Merced, State of California, to which maps reference is hereby made.

The territory now proposed to be annexed to the CFD is as shown on the Annexation Map No. 3 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit A and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Annexation Map No. 3 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Merced within fifteen days of the date of adoption of this resolution.

4. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution No. 2018-20 adopted by the Council on the 17<sup>th</sup> day of April, 2018, (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD. It has been determined that this project will intensify the use of the property, creating a need for more services under this CFD.

RES. NO. 2023 - \_\_\_\_\_\_ December 5, 2023 Page 2

Roy C. Santos, City Attorney

- 5. Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit B, which is hereby incorporated by this reference.
- 6. Notice is given that on January 16, 2024, at 7:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 1416 C Street, Livingston, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

Section 7. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

I hereby certify the foregoing Resolution No. 2023- \_\_\_\_ is a full and true copy of a resolution passed and adopted by the Livingston City Council at a regular meeting thereof duly held on the 5th day of December, 2023, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

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

Jose Moran, Mayor of the City of Livingston

ATTEST:

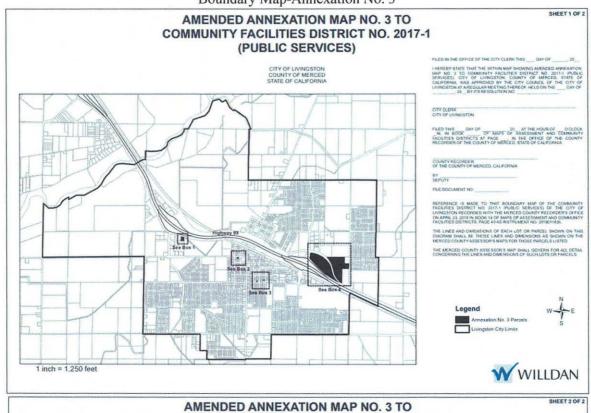
Monica Cisneros, Deputy City Clerk of the City of Livingston

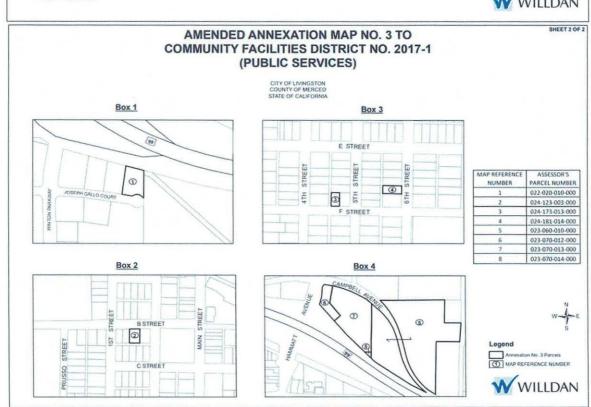
APPROVED AS TO LEGAL FORM

#### **EXHIBIT A**

## City of Livingston Community Facilities District No. 2017-1 (Public Services)

Boundary Map-Annexation No. 3





#### EXHIBIT B

#### AMENDED RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of City of Livingston Community Facilities District No. 2017-1 (Public Services) ("CFD") shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2018-19 in an amount determined by the Special Tax Administrator through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

#### A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

- "Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.
- "Administrative Expenses" means the following actual or reasonably estimated costs incurred by the City as administrator of the CFD, provided that such costs are directly related to administration of the CFD: costs to determine, levy and collect the Special Taxes, including an allocable share of the salaries and benefits of City employees, the fees of consultants, and legal counsel; the costs of collecting installments of the Special Taxes upon the general tax rolls, including any charges levied by County departments; and the preparation of required reports and any other costs required to administer the CFD in accordance with the Act, as determined by the City.
- "Annual Escalation Factor" means the greater of (i) two percent (2%) or (ii) the annual percentage increase in the Consumer Price Index for All Urban Consumers for San Francisco-Oakland-Hayward Area as determined by the Bureau of Labor Statistics for the twelve months ending the previous December. If said index is discontinued, then an alternative index may be used as determined by the Special Tax Administrator.
- "Assessor's Parcel" means a Lot or parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.
- "Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.
- "Attached Residential" means an Assessor's Parcel within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure or structures sharing common walls and/or common spaces, qualified as Attached Residential at the City's discretion, consisting of two or more Dwelling Units, including, but not limited to duplexes, triplexes, and apartment units, as of May 1st preceding the Fiscal Year in which the Special Tax is being levied.
- "Base Year" means Fiscal Year ending June 30, 2019.
- "Building Permit" means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, "Building Permit" shall not include permits issued solely

for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

"CFD" means City of Livingston Community Facilities District No. 2017-1 (Public Services).

"City" means the City of Livingston.

"City Clerk" means the City Clerk for the City or his or her designee.

"City Engineer" means the City Engineer for the City or his or her designee.

"Commercial Property" means an Assessor's Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any commercial use, including related parking, including hotels, motels, and Office Property, and all other property considered commercial, as coded by the County's assessor or as determined by the City, as of May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Council" means the City Council of the City, acting as the legislative body of the CFD.

"County" means the County of Merced, California.

"Detached Residential" means an Assessors' Parcel within the CFD for which a Building Permit has been issued for purposes of constructing a residential structure consisting of one single-family detached Dwelling Unit, including Mobile Homes, as of May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Developed Property" means, for Detached Residential, Attached Residential, Commercial Property, or Industrial/Business Park/Agricultural Processing Property, an Assessor's Parcel within the CFD for which a Building Permit was issued on or prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units or Lot Area, as applicable, per City or County records for that Assessor's Parcel. "Developed Property" means, for Farm Property, an Assessor's Parcel within the CFD for which the City has granted permission to allow farming operations or for which Land Use Class of Farm Property is designated at the City's discretion on or prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied, based on the Lot Area, as applicable, per City or County records for that Assessor's Parcel.

"Dwelling Unit" means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only, and as defined in the City of Livingston's Municipal Code.

"Exempt Property" means for each Fiscal Year, an Assessor's Parcel within the CFD not subject to the Special Tax. Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement such as railroad parcels, roads and

landscape lots, (iv) Undeveloped Property and (v) property reasonably designated by the City or Special Tax Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors that may make development of such property impractical for human occupancy.

"Farm Property" means property used to grow crops or raise animals, which county use code starts with 07 or the City designates as Farm Property.

"Final Map" means an Assessor's Parcel Map, a Final Subdivision Map, parcel map, condominium plan, or any other map functionally considered to be an equivalent development map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Industrial/ Institutional/ Agricultural Processing Property" means an Assessor's Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any allowable industrial, institutional, or agricultural use, including related parking, and all other property considered industrial or institutional, including Medical Property, private schools and daycares, or used for agricultural processing, which is not a Commercial Property or Office Property, as coded by the County's assessor or as determined by the City, as of May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Land Use Class" means any of the classes listed in Table 1 and defined herein.

"Lot" means an individual legal lot created by an Assessor's Parcel Map or Final Map.

"Lot Area" means the gross horizontal area of the Lot or Assessor's Parcel.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below, that can be levied by the CFD in any Fiscal Year on any Assessor's Parcel.

"Medical Property" means an Assessor's Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any medical use, including related parking, including hospitals, convalescent homes, medical property, dental property, clinics, medical offices, and dental offices, and all other property used for medical purposes, which is not a Commercial Property or Office Property, as coded by the County's assessor or as determined by the City, as of May 1st preceding the Fiscal Year in which the Special Tax is being levied,

"Mixed-Use Property" means an Assessor's Parcel of Developed Property containing or planned for containing a structure or structures that consists of one or more Dwelling Units, but also has dedicated space for Non-Residential use.

"Mobile Home" means a vehicle designed and equipped for human habitation as defined by the California Health & Safety Code § 18008.

"Non-Residential" means an Assessor's Parcel of Taxable Property within the CFD for which a Building Permit has been or could be issued for a non-residential use, including Commercial Property and Industrial/ Institutional/ Agricultural Processing Property or which the City may designate as Farm Property.

"Office Property" means an Assessor's Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for office use other than Medical Property, including related parking, including savings and loans property, property for legal assistance, and other office buildings, as determined by the City, as of May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"Park" means a public park, open space, trail, dog park dedicated to and/or managed by the City of Livingston.

"Park and Landscaping Maintenance" means the labor, material, administration, personnel, equipment, contract services, and utilities (i.e., water and power) necessary to maintain landscaping improvements within, and associated with, the CFD, including trees, turf, ground cover, shrubs, weed removal, irrigation systems, sidewalk, drainage facilities, lighting, signs, monuments, graffiti removal, walkways, and associated appurtenant facilities located within, or associated with, the CFD and reasonable costs of providing park maintenance, including but not limited to (i) the costs of contracting for park maintenance services, including trees, plant material, restrooms, irrigation systems, sidewalks, drainage facilities, weed control, lighting, and parking lot maintenance, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) utility costs such as water, sewer, lighting and power and (v) City overhead costs associated with providing such services within the CFD.

"Park and Landscaping Maintenance Requirement" means, for any Fiscal Year in which Special Taxes are levied, the amount equal to the budgeted costs for Park and Landscaping Maintenance applicable to the CFD for such Fiscal Year.

"Police, Fire, and/or Paramedic Services" means the estimated and reasonable costs of providing Police Services, Fire Suppression Services, and/or Paramedic services including but not limited to (i) the costs of contracting for police, firefighters, and paramedics, (ii) the salaries and benefits of City staff, if the City directly provides Police Services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, and (iv) City overhead costs associated with providing such services within the CFD.

"Police, Fire, and/or Paramedic Services Requirement" means, for any Fiscal Year in which Special Taxes are levied, the amount equal to the budgeted costs for Police, Fire, and/or Paramedic Services applicable to the CFD for such Fiscal Year.

"Property Owner Association Property" means for each Fiscal Year any property within the CFD that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder, to a property owner association, including any master or sub-association, which

consists of property owned in common by owners of surrounding properties and it is intended for use for community purposes.

"Proportionately" means, for Taxable Property, that the ratio of the actual Special Tax levied per Assessor's Parcel of Taxable Property to the Maximum Special Tax per Assessor's Parcel of Taxable Property is equal for all Assessor's Parcels of Taxable Property.

"Public Property" means for each Fiscal Year any property within the CFD that is, or is expected to be, used for rights-of-way, parks, public schools or any other public purpose determined by the Special Tax Administrator or is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Reserve Fund" means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow to cover maintenance and operational cost overruns, and delinquencies in the payment of Special Taxes.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Administrator" means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"Special Tax Requirement" means that amount required in any Fiscal Year for the CFD to pay for (i) the Park and Landscaping Maintenance Requirement, (ii) the Police, Fire, and/or Paramedic Services Requirement, (iii) the Street and Drainage Maintenance Requirement, (iv) Administrative Expenses of the CFD, and (v) and any amounts required to establish or replenish a Reserve Fund for that Fiscal Year.

"State" means the State of California.

"Street and Drainage Maintenance" means the labor, material, administration, personnel, equipment and utilities necessary to maintain streets, streetlights, drainage, storm systems, and associated appurtenant facilities within, and associated with, the CFD, including City overhead costs associated with providing such services within the CFD.

"Street and Drainage Maintenance Requirement" means, for any Fiscal Year in which Special Taxes are levied, the amount equal to the budgeted costs for Street and Drainage Maintenance applicable to the CFD for such Fiscal Year.

"Taxable Property" means all Assessor's Parcels of Developed Property within the CFD that are not Exempt from the Special Tax pursuant to law or as defined herein.

"Undeveloped Property" means, for each Fiscal Year, an Assessor's Parcel within the CFD for which a Building Permit has not been issued, or the City has not designated as Farm Property, on or prior to May 1<sup>st</sup> preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Property Owner Association Property or Public Property, including an Assessor's Parcel that is designated as a remainder parcel by any final documents and/or maps available to the Special Tax Administrator.

### B. ASSIGNMENT TO LAND USE CATEGORIES

For each Fiscal Year, commencing with Fiscal Year 2018-19, using the definitions above, each Assessor's Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2018-19, Taxable Property shall be further classified as Attached Residential, Detached Residential, Mixed-Use Property, Commercial Property, or Industrial/Institutional/Agricultural Processing Property.

### C. MAXIMUM SPECIAL TAX RATE

### 1. Developed Property

Table 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2017-1 (Public Services)
Fiscal Year 2018-19

Land Use Class	Description	Maximum Special Tax
1	Detached Residential	\$763.00 per Dwelling Unit
2	Attached Residential	\$572.00 per Dwelling Unit
3	Mixed-Use Property	Sum of Maximum Special Tax for each applicable Land Use Class
4	Commercial Property	\$0.130 per square foot of Lot Area
5	Industrial/ Institutional/ Agricultural Processing	\$0.077 per square foot of Lot Area
6	Farm Property	\$0.007 per square foot of Lot Area
7	Medical Property	\$0.077 per square foot of Lot Area
8	Office Property	\$0.130 per square foot of Lot Area

For each Fiscal Year following the Base Year, the Maximum Special Tax rates in Table 1 shall be increased by the Annual Escalation Factor. A different Maximum Special Tax may be added to the CFD as a result of future annexations or if future annexations involve a new Land Use Class.

### 2. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A.

For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.1.

#### D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2018-19, and for each subsequent Fiscal Year, the Special Tax Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax. The applicable Maximum Special Tax shall be based on the Developed Property's classification as Detached Residential, Attached Residential, Mixed-Use Property, Commercial, Industrial/ Institutional/ Agricultural Processing Property, or Farm Property.

#### E. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the Special Tax Administrator regarding such error. If following such consultation, the Special Tax Administrator determines that an error has occurred, the Special Tax Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Finance Director, who shall either (1) refer the matter to the City's existing hearing board for administrative appeals; or (2) establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The hearing board or Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the hearing board or Review/Appeal Committee shall be final and binding as to all persons.

### F. MANNER OF COLLECTION

Special Taxes levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided however that (i) the CFD may directly bill the Special Tax, and (ii) the CFD may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

### G. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

### **EXHIBIT C**

## Maximum Special Tax for Developed Property Community Facilities District No. 2017-1 Fiscal Year 2023/2024

Land Use Class	Description	Maximum Special Tax
1	Detached Residential	\$910.174 per Dwelling Unit
2	Attached Residential	\$682.333 per Dwelling Unit
3	Mixed-Use Property	Sum of Maximum Special Tax for each applicable Land Use Class
4	Commercial Property	\$0.155 per Square Foot of Lot Area
5	Industrial/ Institutional/ Agricultural Processing	\$0.092 per Square Foot of Lot Area
6	Farm Property	\$0.008 per Square Foot of Lot Area
7	Medical Property	\$0.092 per Square Foot of Lot Area
8	Office Property	\$0.155 per Square Foot of Lot Area

On each July 1st following the Base Year, the Maximum Special Tax rates in Table 1 shall be increased in accordance with the Annual Escalation Factor as defined in the Amended Rate and Method of Apportionment (RMA).



## STAFF REPORT

AGENDA ITEM: Request for Approval for Staff to Negotiate a Franchise Agreement for

Solid Waste, Recyclable Materials, and Organic Waste Collection Services between the City of Livingston and Gilton Solid Waste Management, Inc.

MEETING DATE: December 5, 2023

PREPARED BY: Anthony Chavarria, Director of Public Works

REVIEWED BY: Christopher Lopez, Interim City Manager

### **RECOMMENDATION:**

Staff recommends that the City Council to (1) select the desired SB 1383-compliant two cart or three cart collection system; and (2) authorize the Interim City Manager to negotiate a franchise agreement for solid waste, recyclable materials, and organic waste collection services with Gilton Solid Waste Management, Inc.; and (3) approve an amendment to the agreement with Gilton Solid Waste Inc. for an additional two (2) months while negotiating the final franchise agreement; and (4) authorize the Interim City Manager to negotiate minor adjustments to the contracted extension in accordance with legal concurrence.

### BACKGROUND:

The current Solid Waste Collection Agreement between the City of Livingston and Gilton Solid Waste Management, Inc. (Gilton) will terminate on December 31, 2023. To adequately update the current Franchise Agreement to comply with State laws, City Staff released a Request for Proposals for an Agreement for Solid Waste, Recyclable Materials, and Organic Waste Collection Services (New Franchise Agreement). A significant focus of the scope of the RFP was how the hauler would assist the City in complying with the state mandates and CalRecycle regulations governing management of recyclable materials and organic waste. Assembly Bill 341 (AB 341) mandates that all commercial customers participate in a recyclable diversion program. Senate Bill 1383 (SB 1383) mandates that all customers must actively participate in an organic waste diversion program to substantially reduce organic waste being sent to landfills. Non-participation in organic waste or recyclable materials diversion programs may result in fines for the City and/or residents and businesses. The new recycling and organic recycling programs, included in the New Franchise Agreement, are both key aspects of meeting state regulatory compliance mandates and are not negotiable.

The purpose of this agenda item is just to seek Council direction regarding Solid Waste Collection Services and authorization to proceed with contract negotiations with Gilton.

The City released an RFP for Collection Services on December 2, 2022. The following three service providers submitted proposals:

- 1. Gilton Solid Waste Management, Inc (Gilton)
- 2. Mid Valley Disposal (Mid Valley)
- 3. Modesto Garbage Company, Inc (WM)



The City subsequently contracted with HF&H Consultants, LLC (HF&H) to assist the City as technical advisors in evaluating the proposals received, providing their thoughts on the proposals and items for negotiation, requesting additional information to assist the evaluation, and ultimately evaluating the proposals. An evaluation team made up of City Staff and HF&H evaluated the three proposals. The evaluation team performed reviews of the technical and rate proposals received from the three proposers. Additionally, HF&H performed reference checks of all three proposers and requested clarifying responses from each proposer based on their submitted proposals. The service providers were evaluated based off of their technical and rate proposals, references, and responses to the clarifying questions. Based on the proposals, references, clarifying responses, and overall experience as the incumbent service provider, the evaluation committee ranked Gilton as the top-ranked company.

As the incumbent collection and processing service provider for the City of Livingston for the last thirty-eight (38) years, Gilton Solid Waste Management, Inc. stated that they will take full responsibility for meeting all performance requirements in the New Franchise Agreement and will continue to keep the City in compliance with CalRecycle regulations, including SB 1383 and AB 341. Furthermore, Gilton provided the most cost competitive proposal of the three companies to mitigate the fiscal impact of the new services for Livingston's residential and commercial ratepayers. Therefore, Gilton demonstrated that they have the staffing, management tools, technology, financial ability, and local knowledge to provide a high level of customer service and good value to the City's residents and businesses.

### FISCAL IMPACT:

There is no fiscal impact to the City at this time, as the final rate analysis will be performed once the Franchise Agreement is finalized with the selected proposer.

### **ATTACHMENTS:**

- 1. Resolution
- 2. Exhibit "A" Solid Waste, Recyclable Materials, and Organic Waste Collection Services Proposal Evaluation Report
- 3. Exhibit "B" Gilton Proposed Rates

### **RESOLUTION NO. 2023-**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
(1) SELECT THE DESIRED SB-1383- COMPLIANT TWO CART OR THREE CART
COLLECTION SYSTEM; AND (2) AUTHORIZE THE INTERIM CITY MANAGER TO
NEGOTIATE A FRANCHISE AGREEMENT FOR SOLID WASTE, RECYCLABLE
MATERIALS, AND ORGANIC WASTE COLLECTION SERVICES WITH GILTON SOLID
WASTE MANAGEMENT, INC.; AND (3) APPROVE AN AMENDMENT TO THE AGREEMENT
WITH GILTON SOLID WASTE INC. FOR AN ADDITIONAL TWO (2) MONTHS WHILE
NEGOTIATING THE FINAL FRANCHISE AGREEMENT; AND (4) AUTHORIZE THE INTERIM
CITY MANAGER TO NEGOTIATE MINOR ADJUSTMENTS TO THE CONTRACT
EXTENSION IN ACCORDANCE WITH LEGAL CONCURRENCE.

**WHEREAS**, the current Franchise Agreement for Solid Waste Services with Gilton Solid Waste Management, Inc, is set to expire on December 31, 2023; and

WHERAS, the City of Livingston released a Request for Proposals (RFP) for Solid Waste, Recyclable Materials, and Organic Waste Collection Services on December 2, 2022, and

**WHEREAS**, the City of Livingston received proposals from three companies of which all three were considered responsive to the RFP; and

**WHEREAS,** the three companies were given follow up clarifying questions and responses were received by November 10, 2023; and

**WHEREAS,** the City of Livingston Evaluation Team determined that Gilton Solid Waste Management, Inc provided the most cost effective and streamlined approach to collection services for the City and its ratepayers, and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston hereby:

Section 1. Selects the desired SB-1383 compliant two cart or three cart collection system.

Section 2. Authorize the Interim City Manager to negotiate a Franchise Agreement for the Solid Waste, Recyclable Materials, And Organic Waste Collection Services with Gilton Solid Waste Management, Inc. to finalize an agreement.

Section 3. Approve an amendment to the Agreement with Gilton Solid Waste Inc. for an additional two (2) months while negotiating the final Franchise Agreement.

Section 4. Authorize the Interim City Manager to negotiate minor adjustments to the contract extension in accordance with legal concurrence.

Section 5. This Resolution will become effective immediately.

I hereby certify the foregoing Resolution No. 2023- \_\_\_ is a full and true copy of a resolution passed and adopted by the Livingston City Council at a regular meeting thereof duly held on the 5<sup>th</sup> day of December, 2023, by the vote recorded as follows:

AYES: NOES: ABSENT: ABSTAIN:	
	By: Jose Moran, Mayor of the City of Livingston
ATTEST:	
Monica Cisneros, Deputy City Clerk of the City of Livingston	
APPROVED AS TO LEGAL FORM	
Roy C. Santos, City Attorney	•

# CITY OF LIVINGSTON

# Solid Waste, Recyclable Materials, and Organic Waste Collection Services Proposal Evaluation Report

### **EXECUTIVE SUMMARY**

The Evaluation Committee and HF&H Consultants, LLC (HF&H) have reviewed the solid waste, recyclable materials, and organic waste collection services proposals received from Gilton Solid Waste Management Inc. (Gilton), Mid Valley Disposal (Mid Valley), and Modesto Garbage Company, Inc. (WM) (collectively proposers). Cumulatively, HF&H has analyzed the proposals, clarified the proposals to Evaluation Committee's satisfaction, and conducted appropriate due diligence on each proposer's references and regulatory compliance history.

Based on the evaluation of the proposals received and the proposers themselves, Staff recommends that the City Council:

- (1) Selects the desired SB 1383-compliant collection system.
- (2) Adopt a Resolution of the City Council of the City of Livingston authorizing the Interim City Manager to negotiate a Franchise Agreement with Gilton Solid Waste Management, Inc.
- (3) Approve an amendment to the Agreement with Gilton Solid Waste Management, Inc. to extend the agreement for an additional two (2) months while negotiating the final Franchise Agreement.
- (4) Authorize the Interim City Manager to negotiate minor adjustments to the contract extension in accordance with legal concurrence.

## RECOMMENDATION FOR SELECTED CONTRACTOR

The Evaluation Committee finds that the proposal from Gilton offers the City the best overall value among all of the proposals received, based on the following:

- Cost and Rate Proposal: The Evaluation Committee finds that Gilton provides the most reasonable and cost-effective proposal.
- 2. Local Experience of the Proposer: Although all the proposers demonstrated adequate experience providing collection services during service provider transitions, Gilton's experience providing services to the City provides significant value to the City, as it minimizes the operational issues that often arise through these types of contract transitions. Transitioning between franchise collection service providers often includes a level of anticipated errors arising from changes in service days and times, the exchanges of carts and bins, and even missed collections. With over 3,269 residential customers, even a small percentage of missed collections or challenges can result in significant frustration and customer complaints. Furthermore, service provider transitions often require a substantial amount of City staff time and resources.
- 3. Technical Approach of the Proposer: While all proposers have demonstrated that they perform capably in day-to-day operations, Gilton's proposal provides superior ability to implement services on an expedited timeframe, as they already have assets in the field and will require the least effort to add new services for rate payers.

- 4. Public Education and Outreach: All the proposers provided adequate education and outreach plans, but the level of education necessary will vary based on the collection system selected. Gilton offered three (3) dedicated staff to provide education and outreach to the City, which is the largest commitment of staffing resources amongst the proposers. However, Mid Valley and WM provided further details and examples surrounding robust outreach campaigns.
- 5. Key Personnel Qualifications: All proposers demonstrated capable local management teams with extensive experience providing services similar to those requested in this RFP. It should be noted that all the proposers presented qualified and capable personnel, while Gilton's personnel are the only staff with direct experience servicing the City.
- 6. **Performance Record:** After conducting reference checks, Mid Valley obtained the highest score of 187.75 points from reference jurisdictions. Gilton finished less than one percent (1%) behind with 187.67 points, and WM came in third with 170.33 points.

## **PROPOSALS RECEIVED**

The City received proposals from Gilton, Mid Valley, and WM. Gilton provided the City with four (4) collection options, while the other service providers each offered one (1) collection and processing option. These proposals options are included below.

- Option 1A Three-container collection and processing system (solid waste, recyclable materials, and organic waste) utilizing all new collection containers for residential customers.
- Option 1B Three-container collection and processing system (solid waste, recyclable materials, and organic waste) utilizing new collection containers for residential customers whose containers are older than two (2) years old.
- Option 2A Two-container collection and processing system (comingled solid waste/recyclable materials and organic waste) utilizing new collection containers for residential customers.
- 4. Option 2B Two-container collection and processing system (comingled solid waste/recyclable materials and organic waste) utilizing new collection containers for residential customers whose containers are older than two (2) years old.

Both Mid Valley and WM proposed a three-container collection and processing system (solid waste, recyclable materials, and organic waste) utilizing new collection containers for residential customers.

# **EVALUATION OF COST AND RATE PROPOSALS**

The Evaluation Committee found that Gilton's four (4) proposals provided the lowest rates to residential customers and the lowest overall anticipated rate revenue for the company. Mid Valley's proposal provided the second lowest rates to residential customers and the second lowest overall anticipated rate revenue for the company. WM's proposal provided the highest rates to residential customers and the highest overall anticipated rate revenue for the company. The proposed costs and sample rates for each proposer are provided in Table 1, while the anticipated rate revenue for reoccurring service is included in Table 2. It is worth noting that the difference in annual compensation for reoccurring service is not identical to the

difference in proposed rates. These indicators vary based on the proposers' assumptions related to costs for various services, pricing bundles, subscription levels, and several other factors.

**Table 1: Proposer Rate Summary** 

Description	Gilton Option 1A	Gilton Option 1B	Gilton Option 2A	Gilton Option 2B	Mid Valley	WM
Residential 64-Gallon	N/A	N/A	N/A	N/A	N/A	\$43.02
Residential 96-Gallon	\$34.88	\$33.22	\$34.80	\$33.14	\$36.00	\$45.89
Commercial 96-Gallon Solid Waste 1x/week*	\$34.88	\$33.22	\$34.80	\$33.14	\$23.00	\$57.42
Commercial 2 CY Solid Waste, 1x/week	\$138.00	\$138.00	\$126.65	\$126.65	\$117.65	\$92.57
Commercial 3 CY Solid Waste, 1x/week	\$204.45	\$204.45	\$187.63	\$187.63	\$162.00	\$137.14

<sup>\*</sup>Commercial 96-Gallon service for recycling and organics are bundled into the solid waste rates for Gilton and WM. Mid Valley charges separate rates for organic waste and recyclable materials collection.

**Table 2: Estimated Reoccurring Rate Revenue for Permanent Services** 

Proposer	Revenue Requirement	% Change vs. Low Bid
Gilton Option 2B (2 container system – existing carts > 2 years old replaced)	\$1,944,208.68	0.0%
Gilton Option 1B (3 container system - existing carts > 2 years old replaced)	\$2,000,976.12	2.9%
Gilton Option 2A (2 container system – all new carts)	\$2,011,677.72	3.5%
Gilton Option 1A (3 container system – all new carts)	\$2,068,445.16	6.4%
Mid Valley	\$2,164,953.60	11.4%
WM	\$2,462,232.24	26.6%

Based on Table 2, it appears that Gilton provides the lowest overall cost of service to the City, with Mid Valley providing the second most competitive proposal with an anticipated additional revenue requirement ranging from five-point four percent (5.4%) to eleven-point four percent (11.4%) for reoccurring service depending on which of Gilton's collection and processing approaches is used as the point of comparison. Please note that this analysis focuses on reoccurring service revenue, as ancillary charges (e.g., contamination fees, extra pickups, and returned checks) are unpredictable and volatile. Gilton and Mid Valley proposed the least number of ancillary service charges, which include, but are not limited to, charges for contamination, container overage, cart repair/replacement (at the fault of the customer), and locking bins. WM provided the most significant number of ancillary service charges and fees.

In order to estimate the annual rate revenue requirement for recurring services, HF&H utilized the current service levels and adjusted them to account for SB 1383 compliance. It was assumed that all commercial customers that are not currently receiving organic waste collection service would receive the minimum service level, and that all commercial customers would receive the minimum recycling service level available. HF&H performed additional sensitivity analysis around the projected service levels, which did not change

the order of proposal revenue requirements (although it did change the percentage change versus low bid for Mid Valley).

# RESPONSIVENESS, COMPREHENSIVENESS, AND CONSISTENCY OF THE PROPOSAL WITH RESPECT TO THIS RFP

As the first step in the evaluation process, HF&H reviewed the submitted proposals for completeness and compliance with the request for proposals (RFP) requirements. It was determined that all proposals were substantially compliant and consistent with the RFP, procurement procedures, and SB 1383 requirements. Minor clarifications were required from each proposer, which is **standard practice for these procurement processes.** 

# QUALIFICATIONS AND DEMONSTRATION OF PROVIDING SERVICE TO COMPARABLE JURISDICTIONS

The analysis completed found that all proposers were materially qualified to provide the requested scope of services. All three proposers have a broad range of experience performing services similar to those requested, and would meet the basic qualifications expected for a contractor to provide these services. While all proposers are qualified to provide the requested services, there are several differences noted by the Evaluation Committee, who focused on four (4) key criteria: 1) qualifications in providing similar services; 2) experience providing public education; 3) experience of key personnel; and 4) overall satisfaction of references with services received.

It was found that all proposers have sufficient experience serving jurisdictions similar to the City. Gilton presented their experience as the incumbent franchisee, as well as a service provider for the cities of Escalon, Hughson, Modesto, Oakdale, Ripon, Riverbank, and Waterford. Their experience as the incumbent service provider and satisfaction of City staff with the provided services demonstrates their familiarity with the City's requirements.

Mid Valley provided similar experiences working within the thirty-two (32) communities throughout the Central Valley; specifically operating in the counties of Merced, Tulare, Kings, Fresno, and Madera. Within Merced County they currently service the cities of Atwater, Los Banos, Dos Palos, and Gustine, as well as portions of Merced County.

WM presented both broad statements demonstrating the extent of their California and national operations experience implementing the requested services, as well as experience servicing Merced County for nearly twenty-five (25) years. Locally, WM services portions of the counties of Merced and Tuolumne, and the cities of Lodi and Stockton.

# **KEY QUALIFICATIONS: EXPERIENCE WITH PROVIDING PUBLIC EDUCATION**

All proposers demonstrated their prior experience in providing a public education and outreach program, as well as a City-specific public education plan. A synopsis of each proposer's education and outreach approach is listed below:

**Gilton** – Gilton has committed a team of three (3) dedicated staff to promote, educate, and increase participation numbers. They also committed to monthly meetings with the City staff for coordination purposes and for developing printed fliers for mass distribution via mail and in-person public events at City Hall, the library, and more. Gilton's proposal for three (3) dedicated public education and outreach staff wase the most number of staff committed by any of the proposers, although others offered more specifics on their outreach collateral.

**Mid Valley** – Mid Valley has proposed a designated Recycling Coordinator, a robust list of outreach efforts within the business community and at schools, meetings with the City for review and feedback, tours of their diversion facilities, and the provision of annual language appropriate for outreach to each sector (businesses, multi-family, and single-family residential).

**WM** – WM has proposed to utilize multiple departments for staffing at events and for providing outreach opportunities. For technical assistance, they have offered right-sizing services and a tiered approach to waste audits (conducting site visits for all service recipients in the first four (4) years, than twenty-five percent (25%) of recipients for the remainder of the contract term). They have also provided a list of one-time and annual education collateral materials, as well as access to their company-wide Recycle Right education program.

# KEY PERSONNEL QUALIFICATIONS: EXPERIENCE OF THE LOCAL MANAGEMENT TEAM

All proposers demonstrated capable local management teams with extensive experience providing services similar to those requested in this RFP. The Evaluation Committee believes that this is a key indicator of the ability of the proposers to adapt and respond to issues that may impact the quality and reliability of service to customers.

# PERFORMANCE RECORD: SATISFACTION OF THE COMPANY'S REFERENCE JURISDICTIONS

HF&H contacted the reference jurisdictions included by the proposers. Each reference jurisdiction was asked to score their experience working with the proposer on a scale from one (1) to ten (ten), with ten (10) being the highest possible score. The scores from each reference jurisdiction were then averaged for each category (some references were unable to answer all questions); and these average scores were then totaled. Mid Valley obtained the highest reference score of 187.75 points, with Gilton scoring 187.67 (0.04% less than Mid Valley), and WM scoring 170.33 (9.25% less than Mid Valley). Detailed results of the questionnaire and scoring are presented in Table 3.

**Table 3: Reference Agency Results** 

	1	Average Score		
Reference Check Questionnaire		Mid Valley	WM	
Please rate the company on a scale of 1 to 10 on the following topics 1=worst)	on a scale	of 1 to 10	(10=best	
<ul> <li>a. Implementation of New Services (e.g., at the start of contract or new programs)</li> </ul>	9.50	8.67	8.00	
b. Customer Service Quality	8.33	9.33	6.33	
c. Public Education	8.67	9.33	8.17	
d. Billing Procedures	9.00	8.33	9.00	
e. Payment of Fees	10.00	9.00	9.33	
f. Reporting	9.00	10.00	8.33	
g. Handling of Legal and Labor Issues	9.00	9.50	9.00	
h. Service Reliability	9.67	9.08	8.33	
i. Responsiveness to and Cooperation with City Requests	10.00	9.67	9.67	
j. Willingness to Assist with Out-of-Scope Requests	9.50	9.00	8.00	
k. Compensation or Rate Adjustment and Review Process		9.33	9.67	
I. Overall Contract Compliance		9.67	9.00	
m. Overall Experience/Working Relationship with Company	10.00	10.00	9.50	
Please rate the company's proactivity surrounding the following top (10=they're extremely proactive/exceed expectations, 1=multiple fol meet expectations)  a. Facilitating education and outreach				
b. Onboarding new customers	9.33	9.33	9.00	
<ul> <li>Adding programs and services as required by new regulations and/or laws</li> </ul>	10.00	9.00	8.83	
d. Responding to ad-hoc requests	9.67	9.50	8.50	
e. Notifying the jurisdiction of issues or changes in conditions	9.67	9.67	8.33	
f. Completing tasks and communicating resolution	9.67	9.67	8.33	
g. Facilitating rightsizing services to foster zero waste, and to customize services to meet customer needs	9.33	9.67	7.67	
Total	187.67	187.75	170.33	

# **EVALUATION OF TECHNICAL PROPOSALS AND DIVERSION POTENTIAL**

Technical Proposal – The reasonableness of assumptions (e.g., number of routes, productivity, etc.) and reliability of approach

The Evaluation Committee found that all proposers provided reasonable assumptions and sufficient availability to meet required state compliance. Gilton's approach for implementing a two-container single-

pass collection system would require the least change for rate payers (Gilton Options 2A and 2B). As the incumbent hauler, Gilton is intimately familiar with the requirements of servicing the City from a routing and productivity perspective. Per SB 1383, the two-container system does require diversion of at least 75% of organic material from the comingled solid waste/recyclables container commencing January 1, 2025. Gilton provided documentation from their ten (10) day audit, which is shown in Table 4 below. Please note that per the SB 1383 regulations, if the facility fails to maintain the required diversion it will be required to implement a three-container system.

**Table 4: Gilton Mixed Organic Recovery Efficiency** 

Quarter	Mixed Organics Recovery Tons	Mixed Organics Disposed Organics Tons	Quarterly Rate %	
Q1 2023	667.91	89.96	88%	
Q2 2023	1,405.32	115.05	92%	
Q3 2023	1,248.73	141.49	90%	

Gilton also proposed a three-container collection system (options 1A and 1B) utilizing a one-pass automated truck for the collection of trash and organics. For the collection of recycling, one automated truck would be used to pick up residential recycling for a total of two (2) trucks per route day. For all options, Gilton has committed to utilizing collection vehicles that are less than ten (10) years old.

Mid Valley also provided a thorough technical proposal containing reasonable routing assumptions, which included three (3) new side-loaders for cart collection and one (1) front loader for commercial collection, among additional roll-off and support vehicles. The number of routes, hours, and productivity appear to be appropriate in comparison with the incumbent and industry overall. Mid Valley also provided assurances related to container and vehicle delivery times.

WM also provided a thorough technical proposal and transition plan, requiring four (4) months from execution. WM has committed to the purchase of three (3) new collection vehicles and received confirmation from their supplier that they can receive the vehicles in time to facilitate their four (4) month time frame. Please note that this are less assets than Mid Valley, but newer assets and the same number of collection vehicles that Gilton is proposing under their three-container system. WM has also committed to container receipt and deployment within the four (4) month timeframe, which includes a buffer window of thirty (30) days between expected delivery and commencement of service for delivery.

# Public Education – Thoroughness of public education plans with particular emphasis on the transition to new services, residential recycling, organics recycling, and demonstrated effectiveness

All proposers demonstrated experience in providing public education and outreach for a variety of service conditions, including during the transition of new services and throughout a contract period.

Within Gilton's proposal, they focused on ensuring that a new program would be adequately staffed and resourced to ensure a smooth addition of services. For the onset of recycling services and the increase of organics services, Gilton plans to have three (3) dedicated staff members to collaborate with the City on educating and promoting the new services to the public. There will also be a new website for information

on "What Goes Where" and services like bulky item and e-waste collection. All new outreach materials developed, including flyers, mailers, public presentations, and container labels, will focus on proper material sorting and compliance with SB 1383, AB 341, and other relevant state laws.

Mid Valley's proposal also included a thorough education and outreach plan, with reference to transitioning cities like Dos Palos and Gustine from a two-container to a three-container system. Mid Valley will develop and distribute educational materials that comply with SB 1383 requirements and ensure that information is tailored to both in person events and electronic platforms. Mid Valley further committed to performing targeted outreach to regulated food service businesses that generate excess edible food, as well as providing presentations at local events and to schools.

WM offered a tailored approach to education and outreach that complies with all applicable state laws and is based upon the customer type (single-family resident, multi-family resident, and business). During the transition of services, WM will provide a variety of different outreach pieces introducing organics and recycling services, which will be made available online and through direct mailers to residential households. WM's proposal also paid particular focus to providing technical assistance to businesses during the service transition, with customized service estimates and on-site training of staff on recycling and organic recycling processes.

## **Financing and Financial Capability**

All proposers have demonstrated sufficient financial capabilities for providing the required assets, security in the form of surety bonds, and ability to obtain insurance.

- 1. Gilton has provided an exhibit detailing their relationship with Oak Valley Community Bank and a revolving credit line of one million dollars (\$1,000,000), which has been paid in accordance with all covenants. They additionally have maintained an operating line of credit since 2006 and have demonstrated favorable performance. Gilton has also received capital expenditure financing from Oak Valley Community Bank in each of the last 10 plus years. Finally, Gilton has submitted a letter of favorable commitment from SureTec Insurance Company for a performance bond in the amount of up to three million dollars (\$3,000,000). As the incumbent hauler, Gilton actively maintains insurance congruent with the City's requirements, as demonstrated in the exhibits of their proposal through a submittal of their liability insurance.
- 2. Mid Valley has also received a letter of favorable consideration from their insurance provider, The Hartford. The Hartford has agreed to favorably consider a one hundred percent (100%) performance bond, as they have been providing surety bonds to Mid Valley since 2011. Mid Valley has also submitted a certificate of liability insurance detailing active insurance for commercial general liability, automobile liability, and workers compensation in the same amount as those provided by Gilton.
- 3. WM has provided a letter from CAN Surety indicating a guarantee of execution of a performance bond in the event that WM is awarded the contract and the agreement is signed by both parties (the City and WM). As a publicly traded company, WM's financial data is widely available; as of 2021, they maintained an asset base of \$29.1 billion and revenue of \$17.93 million. Additionally, WM has committed to providing an opinion from a Certified Public Accountant regarding their financial status upon City request. Finally, WM has provided their blanket certificate of insurance with amounts exceeding those of the other proposers.

## **Exhibit B**

# Gilton Solid Waste Management, Inc.

Response to Request for Revised Proposals for City of Livingston Agreement for Solid Waste, Recyclable Materials, & Organic Waste Collection Services

## **Revised Proposed Rate Schedule**

## STANDARD SERVICE - WEEKLY COLLECTION ALL CONTAINERS

	Monthly Rate			
	Three (3) Carts:	*Three (3) Carts w/Carts > 2 Yrs. Replaced:	Two (2) Carts:	*Two (2) Carts w/Carts > 2 Yrs. Replaced:
	(1) MSW (1) Organics	(1) MSW (1) Organics	(1) MSW / Recycle (1) Organics	(1) MSW / Recycle
Bundled Basic Service	(1) Recycle	(1) Recycle	(1) Organics	(1) Organics
96 Gallon Carts	\$34.88	\$33.22	\$34.80	\$33.14

Note: Proposed rates include Franchise Fees at 15%

<sup>\*</sup>Reduced Pricing available if existing hauler only replaces cans older than 2 years old.

# **Exhibit B**

# Gilton Solid Waste Management, Inc.

Response to Request for Revised Proposals for City of Livingston Agreement for Solid Waste, Recyclable Materials, & Organic Waste Collection Services

# **Revised Proposed Rate Schedule**

# **Standard Service Commercial Bundle**

		Month	ly Rate
Bin Size	Collection Frequency	Three (3) Cart System	Two (2) Cart System
1 Cubic Yard	1	\$69.23	\$63.54
2 Cubic Yard	1	\$138.00	\$126.65
2 Cubic Yard	2	\$273.52	\$251.03
3 Cubic Yard	1	\$204.45	\$187.63
3 Cubic Yard	2	\$386.70	\$354.90
3 Cubic Yard	3	\$582.66	\$534.75
4 Cubic Yard	1	\$261.68	\$240,16
4 Cubic Yard	2	\$509.93	\$468.00
4 Cubic Yard	3	\$797.51	\$731.93
6 Cubic Yard	1	\$367.93	\$337.67
6 Cubic Yard	2	\$717.20	\$658.23
6 Cubic Yard	3	\$1,096.81	\$1,006.61

Note: Proposed rates include Franchise Fees at 15%



## STAFF REPORT

**AGENDA ITEM:** 

Discussion and Direction Regarding Municipal Code Section 3-2-8

Restaurant on Wheels

**MEETING DATE:** 

December 5, 2023

PREPARED BY:

**Christopher Lopez, Interim City Manager** 

**REVIEWED BY:** 

**Christopher Lopez, Interim City Manager** 

### RECOMMENDATION:

It is recommended that the Council provide direction related to the food trucks for the City of Livingston.

## FISCAL IMPACT:

There is no fiscal impact with the adoption of the ordinance.

## **ATTACHMENTS:**

1. Municipal Code Section 3-2-8 Restaurant on Wheels.

#### § 3-2-1 GENERALLY.

The rates of the license tax for the businesses, trades, occupations and employments named in this chapter are, and the same are fixed in and for the city, in accordance with this chapter and the same shall be paid by any person engaged in or about to engage in, or carrying on or about to carry on the same in the city. When a license can be measured by gross receipts as defined in § 3-2-2(B) of this chapter, the Finance Officer is authorized to license such business under § 3-2-2 of this chapter, whether or not such business is specifically set forth under a flat rate license section of this chapter.

(Ord. 284, passed 6-13-1985)

#### § 3-2-2 GROSS RECEIPTS.

- (A) Generally. Every person conducting, carrying on or managing a retail business from a fixed place of business within the city shall pay an annual registration tax of \$60, and in addition thereto shall pay a business license tax equal to one mil on each dollar of average monthly gross receipts, computed quarterly and payable quarterly on forms provided by the city.
- (B) Gross receipts defined. For the purpose of this chapter, the following definition shall apply unless the context clearly indicates or requires a different meaning.

GROSS RECEIPTS. The total amount of the sale price of all sales, the total amount charged or received for the performance of an act, service or employment of whatsoever nature it may be, whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not, for which a charge is made, including all receipts, cash credits and property of any kind or nature, without any deduction therefrom on account of the costs of the property sold, the costs of the material used, labor or service costs, interests paid or payable, losses or any other expenses whatsoever; provided, that cash discounts allowed or taken on sales shall not be included and this section shall not be construed to impose any tax upon any business or transaction which the city is not authorized to license or tax under any law of the state or the United States. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser, and such part of the sales price of any property previously sold returned by the purchaser to the seller which is refunded by the seller by way of cash or credit allowances given or taken as part payment on any property so accepted for resale, shall be deducted for the purpose of determining gross receipts under this section.

(Ord. 284, passed 6-13-1985; Ord. 405, passed 6-2-1992)

#### § 3-2-3 LICENSE TAX; FLAT FEE.

- (A) The following businesses will pay a flat fee license tax of \$60 per year:
  - 1. Amusement rides;
  - 2. Auctioneer;
  - 3. Auto or horse races or similar type events:
  - 4. Barbershop:
  - 5. Beauty parlor;
  - 6. Billiard or pool hall;
- 7. Billposting;
- 8. Boarders;
- 9. Bowling alley or bocce alley or handball court;
- 10. Brokers:
- Campground or trailer court;
- 12. Cannery, packing house, manufacturing plant:
- 13. Christmas related merchandise:
- 14. Coin operated sound motion picture machines;
- Concrete pipe laying;
- 16. Convalescent home:
- 17. Creamery;
- 18. Dances;
- 19. Directories;
- Dry cleaning, laundry;
- 21. Feats or performances;
- 22. Finance or lending agency;
- 23. Hauling;
- 24. Home occupation;

- 25. Hospital;
- 26. Junk dealer, secondhand store;
- 27. Livery or feed stable;
- 28. Minstrels;
- 29. Newspaper;
- 30. Nursery;
- 31. Nursing home;
- 32. Parking lot;
- 33. Pawnshop;
- 34. Peddling sewing machines, organs and office equipment;
- 35. Phonographs or mechanical musical instruments;
- 36. Photographic studio;
- 37. Professions;
- 38. Radio broadcasting;
- 39. Real estate office;
- 40. Service station;
- 41. Shoeshining:
- 42. Shooting gallery or skating rink;
- 43. Shuffleboard;
- 44. Sideshow signs;
- 45. Supplying or distributing milk;
- 46. Tailor shop;
- 47. Tobacco store;
- 48. Tombstones;
- 49. Trained animals;
- 50. Traveling merchant;
- 51. Traveling photographer;
- 52. Undertaker;
- 53. Vending machines; and
- 54. Warehouse.
- (B) The following businesses will pay a flat fee license tax as follows:

Carnival	\$600 per week		
Circus	\$120 per day		
Contractors \$120 per year or \$40 per quarter			
Fortune teller \$100 per day			
Restaurant on wheels	\$25 per quarter		
Theaters/shows \$54 per quarter, \$30 per day or \$120 per week it place of business			
Vending vehicles and pushcarts	\$15 per quarter per vehicle plus a \$25 registration fee		

(Ord. 405, passed 6-2-1992; Ord. 430, passed 2-15-1994)

### § 3-2-4 ITINERANT VENDOR.

- (A) Every person engaged in the business or occupation of itinerant vendor shall pay a license fee of \$100 per day.
- (B) ITINERANT VENDOR means and includes all persons, both principal and agent, who engage in a temporary and transient business in the city, selling different articles of wearing apparel, dry goods, fancy foods, notions, jewelry, cutlery, groceries,

machinery, vehicles of all kinds and types, hardware, tinware, mill products or merchandise of any class or character, with the intention of continuing such business in the city for a period of not more than 120 days and who, for the purpose of carrying on such business, has no fixed place of business or hires, leases or occupies any room, building or structure therein for the exhibition or sale of such items and articles as set forth above, or from which room, building or structure the sales are to be made or business solicited by means of samples or delivery from house to house; any such person or firm so engaged shall not be relieved from the provisions of this section by reason of associating temporarily with any local dealer, trader, merchant or auctioneer or by conducting such temporary or transient business in connection with, or as a part of, or in the name of any local dealer, trader, merchant or auctioneer.

- 1. License required. No person, except a person having a fixed and permanent place of business in the city, and duly licensed to so engage in such business at such fixed and permanent place of business under the provisions of this chapter shall:
- (a) Engage in the business of hawking, peddling or vending goods, wares, merchandise, periodicals, reading matter, pictures, foodstuffs, services, advertising or any other article or thing of any kind or nature whatsoever, from door to door, house to house, or building to building, or from or upon the streets, alleys, parks or other public places of the city, or from any hotel, motel, rooming house, trailer house, or other enclosure or place, on foot or from or in any vehicle of any nature whatsoever, either by sample or by taking or soliciting orders for immediate delivery or for delivery in the future;
- (b) Engage in the business of photography, portraiture, photochromography, operating a photograph studio, taking pictures or any other branch of the photographic art whatsoever, or the rendering or performing of any other skill, profession or service, whether from door to door, house to house or building to building, or from or upon the streets, alleys or other public places of the city, or from any motel, hotel, rooming house, trailer house, enclosure or other place, on foot or from any type of vehicle whatsoever; or
- (c) Engage in the business of soliciting orders for photographs, peddling tickets, certificates or other documents intended to apply in whole or in part payment for photographs, frames or other photographic merchandise, or other material or in any other manner whatsoever engage in the business of or soliciting orders for any branch of the photographic art in any respect, including copying, retouching, enlarging or coloring of photographs or photograph negatives and prints, or for the rendering or performing of any other skill, profession or service, without first having applied for a license to so engage in such businesses in conformity with the requirements of this chapter and without first having been issued the license to engage in such businesses pursuant to the application as provided for in subsection (B)2. of this section. No person shall be relieved from the provisions hereof or of any other section of this chapter by reason of associating temporarily with any local dealer, trader, merchant or auctioneer having a fixed place of business in the city, or by conducting a temporary, transient or itinerant business in connection with or as part of or in the name of any such local dealer, trader, merchant or auctioneer having a fixed place of business within the city.
- 2. License, application. All applicants for licenses under the provisions of the subsection (B)1. of this section must pay to the Finance Director an application fee of \$5 and must make application therefor to the Finance Director of the city upon forms provided by the city, which forms shall require the following information from the applicant:
- (a) Full name, permanent business address, local business address and residence address of the applicant, if an individual, or its authorized representative, if other than an individual applicant; the nature of the applicant, the full names, ages, addresses and that is, whether individual, partnership, firm, corporation or otherwise; and occupations of each person who shall actually vend, solicit or otherwise engage in any act whatsoever within the city required by this chapter to be licensed on behalf of or for the applicant, whether as principal, agent, servant, employee, associate, partner, representative or otherwise; and
- (b) A specific description of the article or service proposed to be sold, vended or performed, whether for immediate or future delivery or performance and the proposed method of delivery and performance, including information as to whether such sales will be made by quantity, weight, quality, package or otherwise and whether delivery or performance will be made personally or by mail or in what other manner.
- 3. Documents to accompany application. In the event any form, contract, order blank, warranty, agreement or other written or printed document is to be signed by the purchaser or person receiving the property or service or is involved in any manner otherwise in the business of the applicant for a license as an itinerant peddler, solicitor, vendor or photographer, the application form must be accompanied by a copy of such form, contract, order blank, warranty, agreement or other written or printed document.
- 4. Photograph required. Each application for a license as required by this chapter must be accompanied by two prints of a recent photograph of each individual person who shall actually engage in vending, selling, soliciting, peddling or doing any other act required under this chapter, to be licensed, whether as principal, agent, servant, employee, associate, partner, representative or otherwise, which photographs shall not exceed two inches square in size and shall be full front views of the face and head only of such persons.
- 5. Cash deposit or bond required. In each case where it appears that the applicant will or may demand, accept or receive payments or deposits of money or property in advance of final delivery or performance of services, the application shall be accompanied by a cash deposit of \$1,000 or by a bond to the city in the penal sum of \$1,000 issued by a surety company authorized to do business within the state. Such bond shall be conditioned for making final delivery of goods, wares or merchandise or for final performance of services to be performed in accordance with the order, agreement or contract entered into, and failing therein, the advance payment or deposit on such order shall be refunded or returned. Such cash deposit or bond, as the case may be, shall remain in full force and effect and be retained for a period of 90 days after the expiration of any such license or the termination of any action upon such bond or deposit of which the Finance Director shall have been notified, unless sooner released by the Finance Director.
- 6. Fee. Each application for a license shall be accompanied by such license fee as may be set forth in this chapter, unless exemption therefrom is approved by the city.
- 7. Fingerprints required. At the time of making the application for a license, as required by subsection (B)5. of this section, each individual person, whether as principal, agent, servant or employee who shall actually engage in selling, soliciting, vending or doing any other act covered under the provisions of the above mentioned subsection, shall present himself or herself at the office of the Chief of Police of the city for the purpose of being fingerprinted and supplying routine information required on the fingerprinting forms

provided without expense by the city, including the physical characteristics of each person, identifying marks or scars, age, name, address and signature. Such fingerprint records are to be taken in triplicate and each individual so presenting himself or herself is advised that the city reserves the right to retain one of such fingerprint records, to the Federal Bureau of Investigation of the Department of Justice at Washington, D.C., and to the Criminal Investigation Department of the California Department of Justice at Sacramento, California, for the purpose of filing. No fingerprint records will be returned in the event the license applied for is not issued or is subsequently suspended or revoked.

- 8. Fee exemption. The following individual applicants shall be exempted from the payment of the license fees in this chapter, but must comply otherwise fully with the applicable requirements as to applications, fingerprinting, bonds and pictures;
- (a) Every individual person exempted as an honorably discharged or honorably relieved soldier, sailor or marine under the provisions of Cal. Business and Professions Code § 16001. Such exemptions shall apply only to an individual applicant engaged in peddling, vending or soliciting for and by himself or herself alone, and shall not apply to any individual applicant, otherwise entitled to such exemption, who employs agents, servants or employees in such activities, nor apply to any other type of applicant, of which a person, otherwise entitled to such an exemption is an officer, member, agent or employee. All claims for such exemptions shall be referred to the veteran's service officer of the county for investigation and recommendation;
- (b) Every individual person selling and vending farm fruits and vegetables grown and produced by his or her own labor on real property belonging to or possessed by him or her, or selling or vending on property, where the property owner has been granted a conditional use permit for the sale of farm fruits and vegetables;
- (c) Every applicant claiming to be entitled to exemption from the payment of any license provided for in this chapter upon the ground that such license casts a burden upon his or her right to engage in commerce with foreign nations or among the several states, or conflicts with the United States Constitution or the regulations of the United States Congress respecting interstate commerce or any other matter, shall file a verified statement with the Finance Director of the city disclosing the interstate or other character of his or her business entitled to such exemption. Such statement shall state the name and address of the company or firm or group for which the orders are to be solicited or secured or the sale made, the name of the nearest local or state manager, if any, and his or her address, the kind of goods, wares or merchandise to be delivered, the place from which the same are to be shipped or delivered, the method of solicitation or taking orders, the location of any warehouse, factory or plant in the state, the method of delivery, the name and address of the applicant and any other facts bearing on the issues of exemption. All claims for such exemptions shall be referred to the City Attorney for investigation and recommendation; and
- (d) Any individual who presents his or her goods and/or services for sale at a residence, where the resident has specifically invited said vendor to his or her residence for said presentation for sale, except that such presentations for sale shall not exceed four times per year per residence.

#### 9. Identification card, issuance.

- (a) The character and fitness of every applicant shall first be investigated by the Police Department before any license or identification card shall be issued. After conducting such investigation, if the Police Department finds that the character, reputation or fitness of any such applicant is good, the Department shall notify the Finance Director, who shall issue the license and identification card in accordance with this section. If, after conducting such an investigation, the Police Department finds that the character, reputation or fitness of any such applicant is bad, then the Police Department shall recommend the denial of such license and identification card, which recommendation shall be transmitted to the Finance Director. The Finance Director shall thereupon notify the applicant of such fact.
- (b) Upon the receipt of the application accompanied by the required documents, the approval of the Police Department and appropriate fees, if any, the Finance Director shall issue a business license to the applicant and individual identification cards to all persons who shall actually solicit for or on behalf of the applicant, whether as principal or otherwise. Such identification card shall have affixed to it one of the pictures filed by the applicant, and shall contain reference to the issuance of the license, a description of the individual to whom issued, date of expiration and the signature of the individual to whom issued. In case the applicant claims an exemption from the payment of license fees under the provisions of subsection (B)8, of this section, the Finance Director shall issue such license only after he or she has reviewed the reports and recommendation of the county veteran's service officer, the agricultural commissioner of the county or the City Attorney, as the case may be, and is satisfied therefrom that the applicant is entitled to the exemption.
- 10. License and identification card to be carried on person. Each applicant for a license, or if other than individual, its representative, must at all times retain in his or her possession the business license issued by the Finance Director and each person issued an identification card must retain the same in his or her personal possession at all times while engaged in the business so licensed within the city and must produce and show the same on the demand of any person solicited or of any police officer or official of the city. No license or person issued an identification card shall alter, remove or obliterate any entry made upon such license or card or deface such license or card in any way. Each license and card shall be personal and not assignable or transferable, nor shall any license or card be used by any person other than the licensee or the person for whom issued.
- 11. Conditions and regulations applicable to license. The following conditions and regulations shall also apply to the exercise of the privileges granted by licenses issued under the provisions of this chapter in addition to those set forth in other parts of this chapter or elsewhere in this code.
- (a) Shouting, horn blowing, calling wares. No person acting under authority of any license issued pursuant to this chapter shall shout, blow horns or call his or her wares in a loud, boisterous or unseemly manner, or to the disturbance of citizens in the city.
- (b) Identification by comparing signature with that on license. Every licensee or holder of an identification card, upon the request of any police officer or other officer of the city, shall sign his or her name for comparison with the signature upon the license or card or the signature upon the license application.
- (c) Orders to be written in duplicate. Any person acting under authority of any license issued under this chapter who solicits orders for future delivery shall write each order at least in duplicate, plainly stating the quantity of each article or commodity ordered,

the price to be paid therefor, the total amount ordered and the amount to be paid on or after delivery. One copy of such order shall be given to the customer.

- (d) Loitering on streets, or private property. No licensee or his or her agent, servant or employee shall stop or remain in any one place upon the streets, alleys, or public places in the city longer than necessary to make a sale to a customer wishing to buy, except by prior permission of the City Manager, nor shall any licensee or his or her agent, servant or employee stop or remain upon any private property within the city without the consent of the owner thereof or some person having authority to grant such permission.
- 12. Revocation and suspension. In the event that the Chief of Police of the city has reasonable cause to believe and does believe that any licensee or other person employed by or representing such licensee is violating any of the provisions of this chapter or any other law or ordinance relating to the business of the licensee, he or she shall have power to and shall be authorized to suspend such license and all identification cards so issued. If no written appeal is filed with the City Clerk protesting such suspension within two days of the date of such suspension, such suspension shall be deemed permanent and all such licenses or identification cards issued thereunder shall be deemed revoked.
- 13. Appeals to City Council. In the event that any applicant desires to appeal from any order, denial of exemption, order of suspension or any other ruling of the Finance Director, the Chief of Police or any other officer of the city, made under the provisions of this chapter dealing with itinerant peddlers, solicitors, vendors, photographers and others, such applicant or any other person aggrieved shall file written notice of such appeal with the City Clerk and such matters shall be heard at the next regular meeting of the City Council, at which time the City Council shall hear and receive evidence, written and oral upon all matters involved. The decision of the City Council shall be final upon all parties concerned.
- 14. Solicitation unlawful where "No Peddlers" sign posted. It is unlawful for any person described in this section to perform or attempt to perform the acts described in this section by ringing the doorbell or knocking at the door or otherwise calling attention to his or her presence of or at any residence, whereon a sign bearing the words "No Peddlers", or words of similar import is painted or affixed so as to be exposed to public view, and no such person described in this section shall perform or attempt to perform any of the acts described in this section in any building, structure or place of business whereon or wherein a sign bearing the words "No Peddlers" or words of similar import, is painted or affixed so as to be exposed to public view.

(Ord. 405, passed 6-2-1992)

#### § 3-2-8 RESTAURANT ON WHEELS.

Restaurants on wheels shall be subject to the following rules, regulations and requirements:

- (A) Restaurants on wheels are subject to § 3-2-4 of this chapter, with the exception that one for every 5,000 population is allowed at a fixed location upon obtaining a use permit; and
  - (B) Taco trucks are classified as restaurants on wheels.

(Ord. 429, passed 2-15-1994)