



AGENDA CITY OF GUSTINE CITY COUNCIL

**COUNCIL CHAMBERS, CITY HALL
352 5th STREET GUSTINE, CALIFORNIA
Teleconference Line (425) 436-6302 access code: 650906
AUGUST 4, 2020 – 6:30 P.M.**

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

1. Council Chambers at City Hall will be closed to the public. The City Council encourages the public to dial in to the teleconference line to listen and participate in the meeting.
2. Members of the public who wish to comment on matters before the Council, in lieu of doing so in person, may use the following free teleconference line to listen and/or participate in the meeting: Dial (425) 436-6302, access code: 650906. Members of the public who choose to use the teleconference line are urged to place themselves on MUTE while listening in order to reduce static and background noise. Alternatively, members of the public may provide comment on an item by submitting an email to the City Clerk at: mcorrea@cityofgustine.com. Email comments will be read aloud at the meeting and included in the record, and will be subject to the same three (3) minute time limit when read aloud. Please include the agenda item in the subject line of the email. All email comments must be received by 5:00 p.m. on Tuesday August 4, 2020 to be included in the meeting.
3. If you have questions or require accommodation, please contact the City Clerk's office at (209) 854-9407 as soon as possible.

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Please take a moment to silence your cell phones.

ROLL CALL

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

PRESENTATIONS

1. New Police K-9 Introduction (and K-9 car display)

Officer Roseen and Fiona

PUBLIC COMMENT

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

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

CONSENT CALENDAR

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

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

2. Minutes of the July 21, 2020 Regular Meeting

Recommendation: Review and approve

3. Warrant List

Recommendation: Review and approve

ADMINISTRATIVE AGENDA

4. PUBLIC HEARING: Consider a Resolution Confirming Diagrams and Levying Assessments for Fiscal Year 2018-2019 for the Citywide, Southport and Borrelli Landscape and Lighting Districts Pursuant to the Landscape and Lighting Act of 1972

1. *Receive staff report*
2. *Open the Public Hearing*
3. *Close the Public Hearing*
4. *Consider a motion to approve the Resolution confirming diagram and assessment and levying assessment for Fiscal Year 2020-2021*

5. Consider a Resolution Designating Voting Delegates for the Annual League of California Cities Conference Business Meeting

1. *Receive staff report*
2. *Receive public comment*
3. *Consider a motion to approve the resolution*

6. Consider Approving Local Transportation Fund (LTF) Claim for 2019/2020

1. *Receive staff report*
2. *Receive public comment*
3. *Consider a motion to approve the resolution*

7. Consider Acceptance of Proposal for Public Safety Equipment

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to accept the proposal from Axon for body worn cameras totaling \$68,126.99*

8. Consider Authorizing City Manager to enter into an Agreement with the State Water Resources Control Board for Water Meter Replacement Project

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize the City Manager to enter into an agreement with the State Water Resources Control Board*

9. Consider Resolution Adopting the AB1012 "Timely Use of Funding" for CMAQ projects

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve the resolution adopting AB102 for North Ave Sidewalk Infill Project and East Avenue Sidewalk Improvement Project*

CITY DEPARTMENT REPORTS

CITY MANAGER REPORT

CITY COUNCIL REPORTS

CLOSED SESSION

ADJOURNMENT

Note:

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

CERTIFICATION

I, Melanie Correa, Deputy City Clerk, do hereby declare under penalty of perjury that the foregoing agenda was posted at the Gustine City Hall, 352 5th Street, Gustine CA and made available for public review on this 30th day of July, 2020, at or before 5:00 p.m.



Melanie Correa

**MINUTES OF
REGULAR MEETING
JULY 21, 2020**

CALL TO ORDER - PLEDGE OF ALLEGIANCE

Mayor Nagy advised of the meeting modifications in accordance with the Executive Order N-29-20, as stated on the meeting agenda. Mayor Nagy called the meeting to order at 6:31 P.M. and conducted the pledge of allegiance.

ROLL CALL

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

Staff present: City Manager Doug Dunford, and Deputy City Clerk/Human Resources Director Melanie Correa

PRESENTATIONS

1. PD CAR & K9 PRESENTATION

Mayor Nagy advised that the presentation would be rescheduled for a future meeting.

PUBLIC COMMENT

Mayor Nagy advised that the public comment period was being moved to the end of the administrative agenda.

CONSENT CALENDAR

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

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

2. Minutes of the July 7, 2020 Regular Meeting

Recommendation: Review and approve

3. Warrant List

Recommendation: Review and approve

4. Treasurers Report

Recommendation: Review and approve

Mayor Nagy introduced the consent calendar. There was no public comment. Council member Alexander made a motion to approve the consent calendar. The motion was seconded by Mayor Pro Tem Oliveira and carried 4-0, with Council member Ford absent.

ADMINISTRATIVE AGENDA

5. DISCUSSION-Well Site #5

1. Receive Staff Report
2. Receive Public Comment
3. Hold discussion

Via telephone, Interim Public Works Director Arnold advised of the repairs necessary to bring Well #5 back to working order. Mr. Arnold reported that the well was scheduled to be back online with the City's water service later this week. There was no public comment. There was a brief period of questioning from Council for additional information.

6. Consider Authorizing City Manager to Enter into an Agreement with James Zarate for Water Distribution Training and Licensing

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to authorize the City Manager to enter into an agreement with James Zarate for Water Distribution training and licensing services*

City Manager Dunford presented the staff report. There was no public comment. Mayor Pro Tem Oliveira made a motion to authorize the City Manager to enter into an agreement with James Zarate for Water Distribution training and licensing services. Mayor Nagy inquired whether the section pertaining to insurance was applicable, to which City Manager Dunford relayed that Section 11 of the contract would be stricken-through. The motion was seconded by Council member Alexander and carried 4-0 with Council member Ford absent.

7. Consider Approving Resolution Authorizing Regional Surface Transportation Program Claim

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

City Manager Dunford presented the staff report. There was some discussion from Council. There was no public comment. Council member Alexander made a motion to approve the resolution. The motion was seconded by Mayor Pro Tem Oliveira and carried 4-0 with Council member Ford absent.

8. Consider Authorizing City Manager to execute Relief for Businesses During the COVID-19 Pandemic Mandatory Shutdowns

1. *Receive Staff Report*
2. *Receive Public Comment*
3. *Consider a motion to approve City Managers plan to execute relief for local businesses*

City Manager Dunford presented the staff report. Sherri Marsigli, 820 North Ave Gustine, expressed confusion with the correlation of the \$12,000 fiscal impact reported on the staff report. She also requested that Council consider Business License fee concessions as well. There was some discussion from the City Manager relating to the substantiation of the \$12,000 impact. Mrs. Marsigli inquired why the grant was not being made available for retroactive bills. There was some discussion from Council. Council asked Staff to re-examine the grant program in September to reconsider whether the grant funding could be opened up to retroactive amounts. City Attorney Ashley Zambrano, via telephone, advised that Council clarify the motion to accommodate the discussion relating to this item. Mayor Pro Tem Oliveira made a motion to:

1. Direct staff to offer the grant for businesses from August -November. With grant parameters to be that any business applying or receiving grant funds must reopen and have been in business prior to the mandated closure.

2. Direct the City Manager to revisit this item with Council to decide whether the program could be opened up to retroactive billing amounts prior to August 2020. The motion was seconded by Council member Alexander and carried 4-0 with Council member Ford absent.

PUBLIC COMMENT

Shannon Cherry, 26885 Hwy 140 Gustine, via telephone, proposed that the recycle yard be moved back to the Carnation Road location.

CITY DEPARTMENT REPORTS

Interim Public Works Director Arnold, via telephone, thanked Council for approving the Water Distribution contract. Mr. Arnold reported on projects his department was working on including pool repairs, airport mowing, and Sullivan road cleanup.

Recreation Manager Vitorino, via telephone, advised of the on goings at the Gustine Aquatics Center. She thanked Public Works for assisting with getting the pool ready for patrons.

Police Chief Chavez, via telephone, reported that interviews had been conducted with the companies who submitted bids for the body-worn camera grant. He also reported on the status of the ongoing Reserve Officer recruitment. Chief Chavez announced that the department's new K9 car was on the road, and that it would be presented to Council at a future meeting.

Economic Community Development Director Westervelt, via telephone, advised of the extension of the Pioneer Grant Park rehabilitation completion deadline to 2024. Mrs. Westervelt advised that another round of park grant funding was being made available, and that the City intended to submit a grant application for Henry Miller Park. Lastly, she advised that she was working with local businesses on "ready to open" plans.

Deputy Clerk Correa advised of the large candidate turnout for the recruitment for Part-Time Account Clerk.

CITY MANAGER REPORT

City Manager Dunford advised that the Water Meter Project was being forecasted to be completed within 60-90 days. He also provided an update on the status of the Engie Solar Project.

CITY COUNCIL REPORTS

Council member Alexander advised that he had nothing to report.

Council member Turner advised that he had nothing to report.

Mayor Pro Tem Oliveira advised that he had nothing to report.

Mayor Nagy advised that he had nothing to report.

CLOSED SESSION

ADJOURNMENT

Mayor Pro Tem Oliveira adjourned the meeting at 7:14 P.M.



Warrant List By Vendor Name

Post Dates 07/22/2020 - 08/04/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: 4IMPRINT, INC				
4IMPRINT, INC	8368322	08/04/2020	FANDANA	29.42
4IMPRINT, INC	8368322	08/04/2020	FANDANA	7.36
4IMPRINT, INC	8368322	08/04/2020	FANDANA	110.34
4IMPRINT, INC	8368322	08/04/2020	FANDANA	110.34
4IMPRINT, INC	8368322	08/04/2020	FANDANA	110.34
Vendor 4IMPRINT, INC Total:				367.80
Vendor: ACE HARDWARE OF GUSTINE				
ACE HARDWARE OF GUSTINE	455457	08/04/2020	BORRELLI PARK REPAIR - IRR...	14.48
ACE HARDWARE OF GUSTINE	455464	08/04/2020	IRRIGATION PARTS - BORRE...	0.22
ACE HARDWARE OF GUSTINE	455477	08/04/2020	IRRIGATION PARTS - BORRE...	1.50
ACE HARDWARE OF GUSTINE	455530	08/04/2020	SUPPLIES FOR WATER METER	11.21
ACE HARDWARE OF GUSTINE	455669	08/04/2020	DRAIN FLUID - CITY HALL	9.30
ACE HARDWARE OF GUSTINE	455697	08/04/2020	SUPPLIES FOR SEWER TRUCK	25.08
ACE HARDWARE OF GUSTINE	455712	08/04/2020	HYDRANT REFLECTOR TORC...	75.76
ACE HARDWARE OF GUSTINE	455804	08/04/2020	PAINT FOR PD	51.03
ACE HARDWARE OF GUSTINE	455852	08/04/2020	DUSTER	1.62
ACE HARDWARE OF GUSTINE	455852	08/04/2020	DUSTER	1.41
ACE HARDWARE OF GUSTINE	455852	08/04/2020	DUSTER	1.30
ACE HARDWARE OF GUSTINE	455852	08/04/2020	DUSTER	3.24
ACE HARDWARE OF GUSTINE	455852	08/04/2020	DUSTER	3.24
ACE HARDWARE OF GUSTINE	455904	08/04/2020	SCHMIDT PARK SUPPLIES	27.05
ACE HARDWARE OF GUSTINE	456162	08/04/2020	Dept Operating Supplies	3.11
ACE HARDWARE OF GUSTINE	456162	08/04/2020	Dept Operating Supplies	2.70
ACE HARDWARE OF GUSTINE	456162	08/04/2020	Dept Operating Supplies	2.49
ACE HARDWARE OF GUSTINE	456162	08/04/2020	Dept Operating Supplies	6.23
ACE HARDWARE OF GUSTINE	456162	08/04/2020	Dept Operating Supplies	6.23
ACE HARDWARE OF GUSTINE	456208	08/04/2020	Pool Repair Parts	31.35
ACE HARDWARE OF GUSTINE	456209	08/04/2020	Waste Water Secure Back G...	33.77
ACE HARDWARE OF GUSTINE	456210	08/04/2020	Dept. Operating Supplies	0.81
ACE HARDWARE OF GUSTINE	456210	08/04/2020	Dept. Operating Supplies	0.70
ACE HARDWARE OF GUSTINE	456210	08/04/2020	Dept. Operating Supplies	0.65
ACE HARDWARE OF GUSTINE	456210	08/04/2020	Dept. Operating Supplies	1.62
ACE HARDWARE OF GUSTINE	456210	08/04/2020	Dept. Operating Supplies	1.62
ACE HARDWARE OF GUSTINE	456212	08/04/2020	Dept. Operating Supplies	2.43
ACE HARDWARE OF GUSTINE	456212	08/04/2020	Dept. Operating Supplies	2.11
ACE HARDWARE OF GUSTINE	456212	08/04/2020	Dept. Operating Supplies	1.95
ACE HARDWARE OF GUSTINE	456212	08/04/2020	Dept. Operating Supplies	4.87
ACE HARDWARE OF GUSTINE	456212	08/04/2020	Dept. Operating Supplies	4.87
ACE HARDWARE OF GUSTINE	456269	08/04/2020	Waste Water Repair Parts	42.11
ACE HARDWARE OF GUSTINE	456410	08/04/2020	Pool Repair Parts	1.75
ACE HARDWARE OF GUSTINE	456465	08/04/2020	Airport Bug Bomb	8.22
Vendor ACE HARDWARE OF GUSTINE Total:				386.03
Vendor: AMAZON CAPITAL SERVICES, INC.				
AMAZON CAPITAL SERVICES,..134V-DFHV-JCK7		08/04/2020	Office Supplies	258.06
AMAZON CAPITAL SERVICES,..134V-DFHV-JCK7		08/04/2020	Office Supplies	64.51
AMAZON CAPITAL SERVICES,..134V-DFHV-JCK7		08/04/2020	Office Supplies	967.71
AMAZON CAPITAL SERVICES,..134V-DFHV-JCK7		08/04/2020	Office Supplies	967.71

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AMAZON CAPITAL SERVICES,..134V-DFHV-JCK7		08/04/2020	Office Supplies	967.71
AMAZON CAPITAL SERVICES,..14YG-JN3N-M39P		08/04/2020	Water Pressure Test Gauge	59.10
AMAZON CAPITAL SERVICES,..16GT-HQMF-GL7N		08/04/2020	Pool Supplies	94.48
AMAZON CAPITAL SERVICES,..17FY-WFNQ-9PRJ		08/04/2020	Tow Strap + Rubber Work B...	22.20
AMAZON CAPITAL SERVICES,..17FY-WFNQ-9PRJ		08/04/2020	Tow Strap + Rubber Work B...	19.24
AMAZON CAPITAL SERVICES,..17FY-WFNQ-9PRJ		08/04/2020	Tow Strap + Rubber Work B...	17.76
AMAZON CAPITAL SERVICES,..17FY-WFNQ-9PRJ		08/04/2020	Tow Strap + Rubber Work B...	44.40
AMAZON CAPITAL SERVICES,..17FY-WFNQ-9PRJ		08/04/2020	Tow Strap + Rubber Work B...	44.40
AMAZON CAPITAL SERVICES,..1DXH-RVX3-HN7F		08/04/2020	Tubing + Face Shields	65.97
AMAZON CAPITAL SERVICES,..1KPL-GLGH-TRKQ		08/04/2020	Office Supplies	4.42
AMAZON CAPITAL SERVICES,..1KPL-GLGH-TRKQ		08/04/2020	Office Supplies	1.11
AMAZON CAPITAL SERVICES,..1KPL-GLGH-TRKQ		08/04/2020	Office Supplies	16.58
AMAZON CAPITAL SERVICES,..1KPL-GLGH-TRKQ		08/04/2020	Office Supplies	16.58
AMAZON CAPITAL SERVICES,..1KPL-GLGH-TRKQ		08/04/2020	Office Supplies	16.58
AMAZON CAPITAL SERVICES,..1L3P-NYJC-K4Y9		08/04/2020	Life Guards	86.55
AMAZON CAPITAL SERVICES,..1LMK-RYJL-3JM3		08/04/2020	Storm Pump Belts	36.96
AMAZON CAPITAL SERVICES,..1NQX-CLNX-VHQ7		08/04/2020	City Cell Cases/Protectors + ...	11.68
AMAZON CAPITAL SERVICES,..1NQX-CLNX-VHQ7		08/04/2020	City Cell Cases/Protectors + ...	10.12
AMAZON CAPITAL SERVICES,..1NQX-CLNX-VHQ7		08/04/2020	City Cell Cases/Protectors + ...	9.35
AMAZON CAPITAL SERVICES,..1NQX-CLNX-VHQ7		08/04/2020	City Cell Cases/Protectors + ...	23.36
AMAZON CAPITAL SERVICES,..1NQX-CLNX-VHQ7		08/04/2020	City Cell Cases/Protectors + ...	23.37
AMAZON CAPITAL SERVICES,..1R7Q-9LJV-3C17		08/04/2020	Dog waste bags + edger bla...	90.17
AMAZON CAPITAL SERVICES,..1VJX-JMQQ-M1FT		08/04/2020	Printer Cartridge	38.42
Vendor AMAZON CAPITAL SERVICES, INC. Total:				3,978.50
Vendor: ARAMARK UNIFORM SERVICES INC				
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	3.69
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	3.69
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	7.38
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	6.64
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	15.50
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	30.25
ARAMARK UNIFORM SERVI...	637562521	08/04/2020	PW UNIFORMS	6.64
Vendor ARAMARK UNIFORM SERVICES INC Total:				73.79
Vendor: AT&T CALNET 3				
AT&T CALNET 3	000015008728	08/04/2020	Telephone	81.75
AT&T CALNET 3	000015008728	08/04/2020	Telephone	817.52
AT&T CALNET 3	000015008728	08/04/2020	Telephone	327.01
AT&T CALNET 3	000015008728	08/04/2020	Telephone	327.01
AT&T CALNET 3	000015008728	08/04/2020	Telephone	81.75
AT&T CALNET 3	000015054467	08/04/2020	Telephone	4.41
AT&T CALNET 3	000015054467	08/04/2020	Telephone	44.13
AT&T CALNET 3	000015054467	08/04/2020	Telephone	17.65
AT&T CALNET 3	000015054467	08/04/2020	Telephone	17.65
AT&T CALNET 3	000015054467	08/04/2020	Telephone	4.42
AT&T CALNET 3	000015054470	08/04/2020	Telephone	4.17
AT&T CALNET 3	000015054470	08/04/2020	Telephone	41.69
AT&T CALNET 3	000015054470	08/04/2020	Telephone	16.68
AT&T CALNET 3	000015054470	08/04/2020	Telephone	16.68
AT&T CALNET 3	000015054470	08/04/2020	Telephone	4.16
AT&T CALNET 3	000015054472	08/04/2020	Telephone	1.08
AT&T CALNET 3	000015054472	08/04/2020	Telephone	10.84
AT&T CALNET 3	000015054472	08/04/2020	Telephone	4.33
AT&T CALNET 3	000015054472	08/04/2020	Telephone	4.33

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
AT&T CALNET 3	000015054472	08/04/2020	Telephone	1.09
AT&T CALNET 3	000015054473	08/04/2020	Telephone	1.00
AT&T CALNET 3	000015054473	08/04/2020	Telephone	10.01
AT&T CALNET 3	000015054473	08/04/2020	Telephone	4.00
AT&T CALNET 3	000015054473	08/04/2020	Telephone	4.00
AT&T CALNET 3	000015054473	08/04/2020	Telephone	1.01
Vendor AT&T CALNET 3 Total:				1,848.37
Vendor: BADGER METER INC.				
BADGER METER INC.	1377002	08/04/2020	BADGER METER	1,700.67
Vendor BADGER METER INC. Total:				1,700.67
Vendor: BEST BEST & KRIEGER				
BEST BEST & KRIEGER	881484	08/04/2020	Attorney General Labor	495.60
BEST BEST & KRIEGER	881485	08/04/2020	Attorney General Retainer	10,641.00
BEST BEST & KRIEGER	881486	08/04/2020	Litigation Water Account	3,924.68
Vendor BEST BEST & KRIEGER Total:				15,061.28
Vendor: BJ'S CONSUMERS'S CHOICE PEST CONTROL INC.				
BJ'S CONSUMERS'S CHOICE ... 54952		08/04/2020	PEST CONTROL SERVICES	22.75
BJ'S CONSUMERS'S CHOICE ... 54952		08/04/2020	PEST CONTROL SERVICES	227.50
BJ'S CONSUMERS'S CHOICE ... 54952		08/04/2020	PEST CONTROL SERVICES	91.00
BJ'S CONSUMERS'S CHOICE ... 54952		08/04/2020	PEST CONTROL SERVICES	91.00
BJ'S CONSUMERS'S CHOICE ... 54952		08/04/2020	PEST CONTROL SERVICES	22.75
Vendor BJ'S CONSUMERS'S CHOICE PEST CONTROL INC. Total:				455.00
Vendor: CENTRAL SANITARY SUPPLY				
CENTRAL SANITARY SUPPLY	1074706	08/04/2020	Dept Operating Supplies	6.71
CENTRAL SANITARY SUPPLY	1074706	08/04/2020	Dept Operating Supplies	5.82
CENTRAL SANITARY SUPPLY	1074706	08/04/2020	Dept Operating Supplies	5.37
CENTRAL SANITARY SUPPLY	1074706	08/04/2020	Dept Operating Supplies	13.42
CENTRAL SANITARY SUPPLY	1074706	08/04/2020	Dept Operating Supplies	13.42
CENTRAL SANITARY SUPPLY	1087422	08/04/2020	PW DEPT OPP SUPPLIES	14.78
CENTRAL SANITARY SUPPLY	1087422	08/04/2020	PW DEPT OPP SUPPLIES	12.81
CENTRAL SANITARY SUPPLY	1087422	08/04/2020	PW DEPT OPP SUPPLIES	11.82
CENTRAL SANITARY SUPPLY	1087422	08/04/2020	PW DEPT OPP SUPPLIES	29.56
CENTRAL SANITARY SUPPLY	1087422	08/04/2020	PW DEPT OPP SUPPLIES	29.56
CENTRAL SANITARY SUPPLY	10893595	08/04/2020	PW DEPT OPP SUPPLIES	2.48
CENTRAL SANITARY SUPPLY	10893595	08/04/2020	PW DEPT OPP SUPPLIES	2.15
CENTRAL SANITARY SUPPLY	10893595	08/04/2020	PW DEPT OPP SUPPLIES	1.98
CENTRAL SANITARY SUPPLY	10893595	08/04/2020	PW DEPT OPP SUPPLIES	4.96
CENTRAL SANITARY SUPPLY	10893595	08/04/2020	PW DEPT OPP SUPPLIES	4.97
Vendor CENTRAL SANITARY SUPPLY Total:				159.81
Vendor: CINTAS CORPORATION #3				
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	8.81
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	8.81
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	17.63
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	15.86
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	37.01
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	72.27
CINTAS CORPORATION #3	4055214494	08/04/2020	PW UNIFORMS	15.87
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	8.92
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	8.92
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	17.83
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	16.05
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	37.45
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	73.12

Warrant List

Post Dates: 07/22/2020 - 08/04/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
CINTAS CORPORATION #3	4055871077	08/04/2020	PW UNIFORMS	16.04
Vendor CINTAS CORPORATION #3 Total:				354.59
Vendor: CITY OF LIVINGSTON				
CITY OF LIVINGSTON	0007428	08/04/2020	DISPATCH SERVICES 7/1/20-...	24,694.00
Vendor CITY OF LIVINGSTON Total:				24,694.00
Vendor: EFTPS				
EFTPS	PR-7/18/20	08/04/2020	PAYROLL TAXES	7,789.30
EFTPS	PR-7/18/2020	08/04/2020	PAYROLL TAXES	1,821.78
EFTPS	PR-07/18/20	08/04/2020	PAYROLL TAXES	5,163.78
Vendor EFTPS Total:				14,774.86
Vendor: ELITE UNIFORMS				
ELITE UNIFORMS	XT437	08/04/2020	PUBLIC SAFETY EQUIPMENT	415.68
Vendor ELITE UNIFORMS Total:				415.68
Vendor: EMPLOYMENT DEVELOPMENT DEPT				
EMPLOYMENT DEVELOPME...	PR-7/18/20	08/04/2020	PAYROLL TAXES	2,186.48
EMPLOYMENT DEVELOPME...	PR-07/18/20	08/04/2020	PAYROLL TAXES	625.17
Vendor EMPLOYMENT DEVELOPMENT DEPT Total:				2,811.65
Vendor: EVERGREEN SOLAR				
EVERGREEN SOLAR	INV0028028	08/04/2020	REFUND - PLAN CHECK/BUI...	616.30
Vendor EVERGREEN SOLAR Total:				616.30
Vendor: FAR WEST LABORATORIES, INC.				
FAR WEST LABORATORIES, I...	96981	08/04/2020	WATER TESTING	635.00
Vendor FAR WEST LABORATORIES, INC. Total:				635.00
Vendor: FASTENAL COMPANY				
FASTENAL COMPANY	CALOB55586	08/04/2020	PW DEPT OPP SUPPLIES	8.95
FASTENAL COMPANY	CALOB55586	08/04/2020	PW DEPT OPP SUPPLIES	7.76
FASTENAL COMPANY	CALOB55586	08/04/2020	PW DEPT OPP SUPPLIES	7.16
FASTENAL COMPANY	CALOB55586	08/04/2020	PW DEPT OPP SUPPLIES	17.90
FASTENAL COMPANY	CALOB55586	08/04/2020	PW DEPT OPP SUPPLIES	17.91
Vendor FASTENAL COMPANY Total:				59.68
Vendor: FERGUSON ENTERPRISES INC				
FERGUSON ENTERPRISES INC	1561498	08/04/2020	Water Line Repair Parts	666.33
Vendor FERGUSON ENTERPRISES INC Total:				666.33
Vendor: FOSTER'S PUMPS INC.				
FOSTER'S PUMPS INC.	16659	08/04/2020	Schmidt Park pump trouble...	4,945.94
Vendor FOSTER'S PUMPS INC. Total:				4,945.94
Vendor: GUSTINE DEPOT GARAGE, LLC				
GUSTINE DEPOT GARAGE, L...	0022887	08/04/2020	Vehicle Service	383.48
GUSTINE DEPOT GARAGE, L...	0022931	08/04/2020	Auto Service	181.38
GUSTINE DEPOT GARAGE, L...	0023028	08/04/2020	Service + Vehicle	242.40
GUSTINE DEPOT GARAGE, L...	0023100	08/04/2020	Service + Vehicle	307.71
GUSTINE DEPOT GARAGE, L...	0023136	08/04/2020	Vehicle Service	223.94
Vendor GUSTINE DEPOT GARAGE, LLC Total:				1,338.91
Vendor: IEH-JL ANALYTICAL				
IEH-JL ANALYTICAL	504608	08/04/2020	WASTE WASTER SAMPLES	312.00
IEH-JL ANALYTICAL	504608R	08/04/2020	Waste Water Samples	285.00
Vendor IEH-JL ANALYTICAL Total:				597.00
Vendor: INFOSEND BILLING				
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	152.49
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	90.06
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	90.47
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	152.49

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	90.06
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	152.49
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	90.06
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	152.49
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	90.06
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	152.62
INFOSEND BILLING	174784	08/04/2020	Utility Billing Mailing	90.06
Vendor INFOSEND BILLING Total:				1,303.35
Vendor: IRRIGATION DESIGN & CONSTRUCTION LLC				
IRRIGATION DESIGN & CON...	0306336-IN	08/04/2020	IRRIGATION PARTS - SCHMI...	32.31
IRRIGATION DESIGN & CON...	0306417-IN	08/04/2020	IRRIGATION PARTS	117.77
IRRIGATION DESIGN & CON...	0306444-IN	08/04/2020	IRRIGATION PARTS - SCHMI...	43.55
IRRIGATION DESIGN & CON...	0307001-IN	08/04/2020	IRRIGATION PARTS - SCHMI...	56.72
Vendor IRRIGATION DESIGN & CONSTRUCTION LLC Total:				250.35
Vendor: JASDEEP BIRRING				
JASDEEP BIRRING	617Reimbursement	08/04/2020	Office Supplies	5.06
JASDEEP BIRRING	617Reimbursement	08/04/2020	Office Supplies	1.26
JASDEEP BIRRING	617Reimbursement	08/04/2020	Office Supplies	18.97
JASDEEP BIRRING	617Reimbursement	08/04/2020	Office Supplies	18.97
JASDEEP BIRRING	617Reimbursement	08/04/2020	Office Supplies	18.96
Vendor JASDEEP BIRRING Total:				63.22
Vendor: JOCELYN ROLAND, PHD				
JOCELYN ROLAND, PHD	18027	08/04/2020	BACKGROUND PSYCH EXAM	450.00
JOCELYN ROLAND, PHD	18068	08/04/2020	Preemployment Psych Scre...	450.00
Vendor JOCELYN ROLAND, PHD Total:				900.00
Vendor: KEENAN & ASSOCIATES				
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	171.79
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,158.58
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	112.31
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	7,034.23
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	2,068.89
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,230.26
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	103.08
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,034.45
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	871.89
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	62.07
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	310.33
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	137.43
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,426.06
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	413.78
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	137.43
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	82.76
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,182.22
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	68.72
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	257.13
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,202.54
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	827.56
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	103.44
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	2,645.22
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,202.54
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	1,034.45
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	103.44
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	3,218.60

Warrant List

Post Dates: 07/22/2020 - 08/04/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	343.58
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	206.89
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	466.24
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	68.72
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	206.89
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	283.73
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	827.56
KEENAN & ASSOCIATES	7172020	08/04/2020	8-1-2020 Health Insurance	724.11
Vendor KEENAN & ASSOCIATES Total:				31,328.92
Vendor: LOS BANOS CAR WASH				
LOS BANOS CAR WASH	240	08/04/2020	CAR WASH PD	36.00
Vendor LOS BANOS CAR WASH Total:				36.00
Vendor: MADERA UNIFORM AND ACCESSORIES, LLC				
MADERA UNIFORM AND AC...	214849	08/04/2020	Repair Damaged Uniform	68.55
Vendor MADERA UNIFORM AND ACCESSORIES, LLC Total:				68.55
Vendor: N & S TRACTOR				
N & S TRACTOR	ET03029	08/04/2020	New Flail mower	3,458.91
N & S TRACTOR	ET03029	08/04/2020	New Flail mower	3,459.94
N & S TRACTOR	ET03029	08/04/2020	New Flail mower	3,458.90
Vendor N & S TRACTOR Total:				10,377.75
Vendor: NORMAC				
NORMAC	03607689-001	08/04/2020	IRRIGATION PARTS - SCHMI...	1,013.35
Vendor NORMAC Total:				1,013.35
Vendor: OFFICE TEAM				
OFFICE TEAM	56125807	08/04/2020	Contract Services	441.00
Vendor OFFICE TEAM Total:				441.00
Vendor: O'REILLY AUTO ENTERPRISES, LLC				
O'REILLY AUTO ENTERPRISES..	5718-217017	08/04/2020	DIESEL PROTECTANT FOR F...	17.31
Vendor O'REILLY AUTO ENTERPRISES, LLC Total:				17.31
Vendor: P G & E				
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	2,813.40
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	189.45
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	72.09
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	557.45
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	56.80
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	36.47
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	478.19
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	59.65
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	1,266.34
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	5,292.14
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	49.29
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	14,640.09
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	2,749.82
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	358.16
P G & E	2241363744-2 7/17/20	07/23/2020	GAS AND ELECTRIC	169.20
Vendor P G & E Total:				28,788.54
Vendor: PACIFIC WATER RESOURCES				
PACIFIC WATER RESOURCES	20195	08/04/2020	South Sewer Lift Station rep...	2,455.06
Vendor PACIFIC WATER RESOURCES Total:				2,455.06
Vendor: POLICE OFFICERS ASSOC				
POLICE OFFICERS ASSOC	PR-7/18/20	08/04/2020	PAYROLL DEDUCTIONS	480.00
Vendor POLICE OFFICERS ASSOC Total:				480.00

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: PREMIER ACCESS INSURANCE COMPANY				
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	21.11
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	28.08
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	102.64
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	9.64
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	139.55
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	833.28
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	190.01
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	21.07
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	105.56
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	79.87
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	4.21
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	4.22
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	24.59
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	8.44
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	14.02
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	135.92
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	35.15
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	8.44
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	14.02
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	7.03
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	108.00
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	4.22
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	7.01
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	2.61
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	24.42
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	52.78
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	122.65
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	70.30
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	3.26
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	10.56
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	247.19
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	52.78
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	122.65
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	87.87
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	3.26
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	10.56
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	294.17
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	10.56
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	35.04
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	17.57
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	52.21
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	10.56
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	7.01
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	17.57
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	0.65
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	28.04
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	84.45
PREMIER ACCESS INSURAN...	0011029000000018	08/04/2020	August 2020	73.89
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	21.11
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	28.08
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	102.64
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	9.64

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	139.52
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	1,171.07
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	190.01
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	21.07
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	105.56
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	90.43
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	4.21
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	4.22
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	24.59
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	8.44
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	14.02
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	146.47
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	35.15
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	8.44
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	14.02
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	7.03
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	118.56
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	4.22
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	7.01
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	19.50
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	28.64
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	52.78
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	122.65
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	70.30
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	34.93
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	10.56
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	352.75
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	52.78
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	122.65
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	87.87
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	34.93
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	10.56
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	357.51
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	10.56
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	35.04
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	17.57
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	56.44
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	10.56
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	7.01
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	17.57
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	4.88
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	30.16
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	84.45
PREMIER ACCESS INSURAN...	11029	08/04/2020	July 2020	73.89

Vendor PREMIER ACCESS INSURANCE COMPANY Total: 7,330.74

Vendor: PUBLIC EMP RETIREMENT SYSTEM

PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	19.44
PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	39.77
PUBLIC EMP RETIREMENT S...	PR-07/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	39.75

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	7.33
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	15.00
PUBLIC EMP RETIREMENT S...	PR-07/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	15.00
PUBLIC EMP RETIREMENT S...	PR-7/18/2020	08/04/2020	RETIREMENT CONTRIBUTIO...	15,094.33
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	926.81
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	926.78
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	1,895.74
PUBLIC EMP RETIREMENT S...	PR-7/18/20	08/04/2020	RETIREMENT CONTRIBUTIO...	1,895.74
PUBLIC EMP RETIREMENT S...	PR-7/18/20EEPEPRASAFETY	08/04/2020	RETIREMENT CONTRIBUTIO...	1,381.88
PUBLIC EMP RETIREMENT S...	PR-7/18/20EEPEPRAMISC	08/04/2020	RETIREMENT CONTRIBUTIO...	1,314.92
PUBLIC EMP RETIREMENT S...	PR-7/18/20EECLASSICMISC	08/04/2020	RETIREMENT CONTRIBUTIO...	1,360.94
PUBLIC EMP RETIREMENT S...	PR-7/18/20EECLASSICSAEFTY	08/04/2020	RETIREMENT CONTRIBUTIO...	668.10
PUBLIC EMP RETIREMENT S...	PR-7/18/20ERPEPRASAEFTY	08/04/2020	RETIREMENT CONTRIBUTIO...	1,386.99
PUBLIC EMP RETIREMENT S...	PR-7/18/20ERPEPRAMISC	08/04/2020	RETIREMENT CONTRIBUTIO...	1,506.24
PUBLIC EMP RETIREMENT S...	PR-7/18/20ERCLASSICMISC	08/04/2020	RETIREMENT CONTRIBUTIO...	2,048.76
PUBLIC EMP RETIREMENT S...	PR-7/18/20ERCLASSICSAFETY	08/04/2020	RETIREMENT CONTRIBUTIO...	1,565.77
Vendor PUBLIC EMP RETIREMENT SYSTEM Total:				34,996.80
Vendor: PYRO SPECTACULARS, INC				
PYRO SPECTACULARS, INC	57199	08/04/2020	FINAL PAYMENT (#3) FIRE...	11,500.00
Vendor PYRO SPECTACULARS, INC Total:				11,500.00
Vendor: RANEY PLANNING & MANAGEMENT, INC.				
RANEY PLANNING & MANA...	1879P-6	08/04/2020	SE GUSTINE-KATAKIS DA	225.00
Vendor RANEY PLANNING & MANAGEMENT, INC. Total:				225.00
Vendor: ROCHA BACKHOE SERVICE INC				
ROCHA BACKHOE SERVICE I...	1142	08/04/2020	EMERGENCY WATER VALVE...	2,827.50
Vendor ROCHA BACKHOE SERVICE INC Total:				2,827.50
Vendor: SHERYL GOMES				
SHERYL GOMES	7/21/2020	08/04/2020	WATER AEROBECIS SESSION...	600.00
Vendor SHERYL GOMES Total:				600.00
Vendor: STAPLES CREDIT PLAN				
STAPLES CREDIT PLAN	2562333621	08/04/2020	OFFICE SUPPLIES	7.79
STAPLES CREDIT PLAN	2562333621	08/04/2020	OFFICE SUPPLIES	1.95
STAPLES CREDIT PLAN	2562333621	08/04/2020	OFFICE SUPPLIES	29.22
STAPLES CREDIT PLAN	2562333621	08/04/2020	OFFICE SUPPLIES	29.22
STAPLES CREDIT PLAN	2562333621	08/04/2020	OFFICE SUPPLIES	29.21
STAPLES CREDIT PLAN	2563500531	08/04/2020	OFFICE SUPPLIES	5.49
STAPLES CREDIT PLAN	2563500531	08/04/2020	OFFICE SUPPLIES	1.37
STAPLES CREDIT PLAN	2563500531	08/04/2020	OFFICE SUPPLIES	20.60
STAPLES CREDIT PLAN	2563500531	08/04/2020	OFFICE SUPPLIES	20.60
STAPLES CREDIT PLAN	2563500531	08/04/2020	OFFICE SUPPLIES	20.62
STAPLES CREDIT PLAN	2570085821	08/04/2020	OFFICE SUPPLIES	-2.95
STAPLES CREDIT PLAN	2570085821	08/04/2020	OFFICE SUPPLIES	-0.74
STAPLES CREDIT PLAN	2570085821	08/04/2020	OFFICE SUPPLIES	-11.06
STAPLES CREDIT PLAN	2570085821	08/04/2020	OFFICE SUPPLIES	-11.06
STAPLES CREDIT PLAN	2570085821	08/04/2020	OFFICE SUPPLIES	-11.05
Vendor STAPLES CREDIT PLAN Total:				129.21

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
Vendor: STATE STREET BANK & TRUST COMPANY				
STATE STREET BANK & TRUS...PR-7/18/20		08/04/2020	PAYROLL DEDUCTIONS	292.00
Vendor STATE STREET BANK & TRUST COMPANY Total:				292.00
Vendor: SUNSET HILLS DEVELOPMENT				
SUNSET HILLS DEVELOPME... 11/28/2018		08/04/2020	REIMBURSEMENT SEWER I...	22,142.00
Vendor SUNSET HILLS DEVELOPMENT Total:				22,142.00
Vendor: SUSAN TORRES				
SUSAN TORRES	July 7, 2020	08/04/2020	COVID - Grocery Reimburs...	100.00
Vendor SUSAN TORRES Total:				100.00
Vendor: TYLER TECHNOLOGIES, INC.				
TYLER TECHNOLOGIES, INC.	025-300491	08/04/2020	PROJECT MODULE SUPPORT	20.80
TYLER TECHNOLOGIES, INC.	025-300491	08/04/2020	PROJECT MODULE SUPPORT	5.20
TYLER TECHNOLOGIES, INC.	025-300491	08/04/2020	PROJECT MODULE SUPPORT	78.00
TYLER TECHNOLOGIES, INC.	025-300491	08/04/2020	PROJECT MODULE SUPPORT	78.00
TYLER TECHNOLOGIES, INC.	025-300491	08/04/2020	PROJECT MODULE SUPPORT	78.00
Vendor TYLER TECHNOLOGIES, INC. Total:				260.00
Vendor: VISION SERVICE PLAN-(CA)				
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	5.45
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	24.89
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	3.07
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	34.37
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	273.80
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	49.07
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	3.27
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	27.26
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	23.51
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	1.64
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	7.17
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	4.36
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	38.24
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	8.89
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	4.36
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	1.78
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	31.68
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	2.18
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	3.56
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	6.88
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	38.16
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	17.78
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	5.81
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	2.73
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	71.03
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	38.16
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	22.22
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	5.81
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	2.73
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	89.16
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	10.90
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	4.44
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	14.43
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	2.18
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	4.44
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	0.89

Warrant List

Post Dates: 07/22/2020 - 08/04/2020

Vendor Name	Payable Number	Post Date	Description (Item)	Amount
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	7.53
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	21.81
VISION SERVICE PLAN-(CA)	809977911	08/04/2020	August 2020 Vision	19.08
Vendor VISION SERVICE PLAN-(CA) Total:				934.72
Vendor: W.H. BRESHEARS, INC.				
W.H. BRESHEARS, INC.	381731	08/04/2020	PORTABLE PUMP FOR RED D..	38.92
W.H. BRESHEARS, INC.	381731	08/04/2020	PORTABLE PUMP FOR RED D..	33.73
W.H. BRESHEARS, INC.	381731	08/04/2020	PORTABLE PUMP FOR RED D..	31.14
W.H. BRESHEARS, INC.	381731	08/04/2020	PORTABLE PUMP FOR RED D..	77.84
W.H. BRESHEARS, INC.	381731	08/04/2020	PORTABLE PUMP FOR RED D..	77.83
W.H. BRESHEARS, INC.	659696	08/04/2020	FUEL	18.90
W.H. BRESHEARS, INC.	659696	08/04/2020	FUEL	16.38
W.H. BRESHEARS, INC.	659696	08/04/2020	FUEL	15.12
W.H. BRESHEARS, INC.	659696	08/04/2020	FUEL	37.79
W.H. BRESHEARS, INC.	659696	08/04/2020	FUEL	37.78
W.H. BRESHEARS, INC.	659722	08/04/2020	OFF ROAD FUEL	38.49
W.H. BRESHEARS, INC.	659722	08/04/2020	OFF ROAD FUEL	51.32
W.H. BRESHEARS, INC.	659722	08/04/2020	OFF ROAD FUEL	38.49
Vendor W.H. BRESHEARS, INC. Total:				513.73
Vendor: WORK WELLNESS				
WORK WELLNESS	123635/129623	08/04/2020	DRUG SCREEN/PHYSICAL/A...	9.00
WORK WELLNESS	123635/129623	08/04/2020	DRUG SCREEN/PHYSICAL/A...	248.00
WORK WELLNESS	123635/129623	08/04/2020	DRUG SCREEN/PHYSICAL/A...	7.80
WORK WELLNESS	123635/129623	08/04/2020	DRUG SCREEN/PHYSICAL/A...	18.00
WORK WELLNESS	123635/129623	08/04/2020	DRUG SCREEN/PHYSICAL/A...	18.00
WORK WELLNESS	123635/129623	08/04/2020	DRUG SCREEN/PHYSICAL/A...	7.20
Vendor WORK WELLNESS Total:				308.00
Vendor: YANCEY LUMBER CO				
YANCEY LUMBER CO	A2020019170	08/04/2020	PD-Dog Food	41.74
YANCEY LUMBER CO	A2020024419	08/04/2020	PD - Dog Food	41.74
YANCEY LUMBER CO	A2020030384	08/04/2020	K9	46.60
Vendor YANCEY LUMBER CO Total:				130.08
Grand Total:				235,754.37

Report Summary

Fund Summary

Fund	Payment Amount
001 - GENERAL FUND	89,903.40
009 - COMMUNITY CENTER FUND	609.97
016 - SWIM POOL FUND	2,455.59
017 - CITY WIDE LIGHTING & LAND	7,268.38
019 - RECREATION FUND	708.23
021 - REGIONAL STREET TRANSPORTATION PROGRAM	1,969.72
047 - FIREWORKS	11,500.00
059 - STORM DRAIN	4,370.43
060 - WATER FUND	38,360.99
061 - SEWER FUND	20,804.89
062 - REFUSE	2,915.45
063 - AIRPORT FUND	2,093.04
074 - ASSESS - BORRELLI	169.20
099 - PAYROLL TRUST FUND	29,592.11
107 - SEWER IMPACT FEES	22,142.00
225 - COPS GRANT 2017UMWX0130	890.97
Grand Total:	235,754.37

Account Summary

Account Number	Account Name	Payment Amount
001-0000-430.003-00	PLAN CHECK	616.30
001-0120-510.000-00	PERS	953.58
001-0120-510.020-00	GROUP HEALTH INSURAN...	42.22
001-0140-510.000-00	PERS	953.58
001-0140-510.020-00	GROUP HEALTH INSURAN...	233.40
001-0140-520.000-00	OFFICE SUPPLIES	328.09
001-0140-530.009-00	OTHER PROFESSIONAL SE...	9.00
001-0140-530.011-00	TELEPHONE & INTERNET	92.41
001-0140-530.014-00	POSTAGE	152.49
001-0140-530.201-00	OTHER CONTRACT SERVIC...	553.81
001-0141-530.009-00	OTHER PROFESSIONAL SE...	11,136.60
001-0142-510.000-00	PERS	953.58
001-0142-510.020-00	GROUP HEALTH INSURAN...	1,388.75
001-0150-510.020-00	GROUP HEALTH INSURAN...	134.66
001-0150-520.010-00	DEPT OPERATING SUPPLI...	9.30
001-0150-520.011-00	UNIFORM ALLOWANCE	21.42
001-0150-530.060-00	ELECTRIC	2,813.40
001-0150-530.062-00	GAS	189.45
001-0210-510.000-00	PERS	15,101.66
001-0210-510.020-00	GROUP HEALTH INSURAN...	11,694.71
001-0210-520.010-00	DEPT OPERATING SUPPLI...	466.71
001-0210-520.030-00	MOTOR VEHICLE EXPENSE	1,338.91
001-0210-530.009-00	OTHER PROFESSIONAL SE...	378.08
001-0210-530.011-00	TELEPHONE & INTERNET	924.19
001-0210-530.060-00	ELECTRIC	72.09
001-0210-530.072-00	OTHER EQUIPMENT REPA...	68.55
001-0210-530.201-00	OTHER CONTRACT SERVIC...	25,857.50
001-0220-530.060-00	ELECTRIC	557.45
001-0220-530.062-00	GAS	56.80
001-0230-510.000-00	PERS	946.25
001-0230-510.020-00	GROUP HEALTH INSURAN...	1,659.35
001-0410-510.020-00	GROUP HEALTH INSURAN...	148.49
001-0410-530.230-00	PROJECT/ DEV EXPENSES ...	225.00
001-0460-510.000-00	PERS	953.55
001-0460-510.020-00	GROUP HEALTH INSURAN...	1,272.83
001-0610-510.020-00	GROUP HEALTH INSURAN...	1,065.70
001-0610-520.010-00	DEPT OPERATING SUPPLI...	1,510.81

Account Summary

Account Number	Account Name	Payment Amount
001-0610-520.011-00	UNIFORM ALLOWANCE	21.42
001-0610-520.040-00	FUEL	18.90
001-0610-530.060-00	ELECTRIC	36.47
001-0610-530.201-00	OTHER CONTRACT SERVIC...	4,945.94
009-0150-510.020-00	GROUP HEALTH INSURAN...	72.13
009-0150-530.060-00	ELECTRIC	478.19
009-0150-530.062-00	GAS	59.65
016-0120-510.020-00	GROUP HEALTH INSURAN...	8.44
016-0613-510.020-00	GROUP HEALTH INSURAN...	366.68
016-0613-520.010-00	DEPT OPERATING SUPPLI...	214.13
016-0613-530.060-00	ELECTRIC	1,266.34
016-0613-530.201-00	OTHER CONTRACT SERVIC...	600.00
017-0120-510.020-00	GROUP HEALTH INSURAN...	16.88
017-0140-510.020-00	GROUP HEALTH INSURAN...	169.83
017-0260-530.060-00	ELECTRIC	5,292.14
017-0610-510.020-00	GROUP HEALTH INSURAN...	1,746.69
017-0610-520.011-00	UNIFORM ALLOWANCE	42.84
019-0142-510.020-00	GROUP HEALTH INSURAN...	492.97
019-0613-500.241-00	COVID - GROCERY REIMB...	100.00
019-0613-520.010-00	DEPT OPERATING SUPPLI...	65.97
019-0613-530.060-00	ELECTRIC	49.29
021-0120-510.020-00	GROUP HEALTH INSURAN...	16.88
021-0140-510.020-00	GROUP HEALTH INSURAN...	169.83
021-0142-510.020-00	GROUP HEALTH INSURAN...	98.60
021-0310-510.020-00	GROUP HEALTH INSURAN...	1,440.46
021-0310-520.010-00	DEPT OPERATING SUPPLI...	98.55
021-0310-520.011-00	UNIFORM ALLOWANCE	38.55
021-0310-520.040-00	FUEL	16.38
021-0310-530.201-00	OTHER CONTRACT SERVIC...	90.47
047-0704-530.009-00	OTHER PROFESSIONAL SE...	11,500.00
059-0120-510.020-00	GROUP HEALTH INSURAN...	8.44
059-0140-510.020-00	GROUP HEALTH INSURAN...	84.92
059-0140-520.000-00	OFFICE SUPPLIES	82.02
059-0140-530.014-00	POSTAGE	152.49
059-0140-530.201-00	OTHER CONTRACT SERVIC...	97.86
059-0210-510.020-00	GROUP HEALTH INSURAN...	25.67
059-0730-510.020-00	GROUP HEALTH INSURAN...	317.07
059-0730-520.010-00	DEPT OPERATING SUPPLI...	127.93
059-0730-520.040-00	FUEL	15.12
059-0730-540.030-00	EQUIPMENT	3,458.91
060-0120-510.020-00	GROUP HEALTH INSURAN...	105.56
060-0140-510.020-00	GROUP HEALTH INSURAN...	1,486.00
060-0140-520.000-00	OFFICE SUPPLIES	1,230.36
060-0140-530.009-00	OTHER PROFESSIONAL SE...	18.00
060-0140-530.011-00	TELEPHONE & INTERNET	369.67
060-0140-530.014-00	POSTAGE	152.49
060-0140-530.201-00	OTHER CONTRACT SERVIC...	181.06
060-0142-510.020-00	GROUP HEALTH INSURAN...	985.94
060-0210-510.020-00	GROUP HEALTH INSURAN...	44.00
060-0460-510.020-00	GROUP HEALTH INSURAN...	127.29
060-0710-510.000-00	PERS	1,950.51
060-0710-510.020-00	GROUP HEALTH INSURAN...	3,316.19
060-0710-520.010-00	DEPT OPERATING SUPPLI...	1,039.80
060-0710-520.011-00	UNIFORM ALLOWANCE	89.96
060-0710-520.040-00	FUEL	76.28
060-0710-530.009-00	OTHER PROFESSIONAL SE...	3,924.68
060-0710-530.060-00	ELECTRIC	14,640.09
060-0710-530.201-00	OTHER CONTRACT SERVIC...	5,163.17

Account Summary

Account Number	Account Name	Payment Amount
060-0710-540.030-00	MACHINERY & EQUIPME...	3,459.94
061-0120-510.020-00	GROUP HEALTH INSURAN...	105.56
061-0140-510.020-00	GROUP HEALTH INSURAN...	1,486.00
061-0140-520.000-00	OFFICE SUPPLIES	1,230.36
061-0140-530.011-00	TELEPHONE & INTERNET	369.67
061-0140-530.014-00	POSTAGE	152.49
061-0140-530.201-00	OTHER CONTRACT SERVIC...	181.06
061-0142-510.020-00	GROUP HEALTH INSURAN...	1,232.41
061-0210-510.020-00	GROUP HEALTH INSURAN...	44.00
061-0460-510.020-00	GROUP HEALTH INSURAN...	127.29
061-0520-510.000-00	PERS	1,950.49
061-0520-510.020-00	GROUP HEALTH INSURAN...	3,959.44
061-0520-520.010-00	DEPT OPERATING SUPPLI...	2,890.49
061-0520-520.011-00	UNIFORM ALLOWANCE	175.64
061-0520-520.040-00	FUEL	76.27
061-0520-530.009-00	OTHER PROFESSIONAL SE...	18.00
061-0520-530.060-00	ELECTRIC	2,749.82
061-0520-530.201-00	OTHER CONTRACT SERVIC...	597.00
061-0520-540.030-00	MACHINERY & EQUIPME...	3,458.90
062-0120-510.020-00	GROUP HEALTH INSURAN...	21.12
062-0140-510.020-00	GROUP HEALTH INSURAN...	424.56
062-0140-520.000-00	OFFICE SUPPLIES	1,230.37
062-0140-530.009-00	OTHER PROFESSIONAL SE...	7.20
062-0140-530.011-00	TELEPHONE & INTERNET	92.43
062-0140-530.014-00	POSTAGE	152.62
062-0140-530.201-00	OTHER CONTRACT SERVIC...	112.81
062-0142-510.020-00	GROUP HEALTH INSURAN...	246.47
062-0510-520.011-00	UNIFORM ALLOWANCE	38.55
062-0530-510.020-00	GROUP HEALTH INSURAN...	589.32
063-0120-510.020-00	GROUP HEALTH INSURAN...	21.12
063-0140-510.020-00	GROUP HEALTH INSURAN...	84.92
063-0142-510.020-00	GROUP HEALTH INSURAN...	246.47
063-0210-510.020-00	GROUP HEALTH INSURAN...	6.42
063-0340-510.020-00	GROUP HEALTH INSURAN...	349.46
063-0340-520.010-00	DEPT OPERATING SUPPLI...	8.22
063-0340-530.060-00	ELECTRIC	358.16
063-0460-510.020-00	GROUP HEALTH INSURAN...	1,018.27
074-0610-530.060-00	ELECTRIC	169.20
099-0000-220.010	FICA TAXES PAYABLE	9,611.08
099-0000-220.020	FIT W/H PAYABLE	5,163.78
099-0000-220.030	SIT W/H PAYABLE	2,186.48
099-0000-220.050	PERS PAYABLE	11,233.60
099-0000-220.071	POA DEDUCT PAYABLE	480.00
099-0000-220.090	DISABILITY (SDI) PAYABLE	625.17
099-0000-220.092	CAL PERS 457 DEF COMP	292.00
107-0000-400.078-00	SEWER IMPACT FEES	22,142.00
225-0210-510.020-00	GROUP HEALTH INSURAN...	890.97
	Grand Total:	235,754.37

Project Account Summary

Project Account Key	Payment Amount	
None	232,527.21	
COVID	3,227.16	
	Grand Total:	235,754.37



ITEM NO. 4

COUNCIL AGENDA ITEM

AUGUST 4, 2020

PREPARED BY: Mario Gouveia, City Engineer
Jas Biring, Finance Manager

SUBJECT: Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2020-2021 for Citywide Assessment District No. 95-1, Southport Assessment District, and Borrelli Assessment District (*Pursuant to the Landscaping and Lighting Act of 1972*)

BACKGROUND/DISCUSSION

The Landscape and Lighting Act of 1972 requires that an annual review and updated Engineer's Report be prepared to set Landscaping and Lighting Assessment District rates each fiscal year. The Fiscal Year 2020-2021 assessments in the City of Gustine Citywide Assessment District No. 95-1, Southport Assessment District, and Borrelli Assessment District Final Engineer's Report will be assessed on the Fiscal Year 2020-2021 property tax roll. As a part of the process, the Landscaping and Lighting Act of 1972 requires that an Engineer's Report must be filed and a Public Hearing be held.

The Engineer's Report for the City of Gustine Landscape and Lighting Citywide Assessment District No. 95-1, Southport Assessment District, and Borrelli Assessment District contains a detailed description of the improvements being maintained, the boundaries of the Assessment Districts, and the proposed assessment for each property within the Assessment Districts and is on file with the City Clerk for review. No annexations of new property have occurred to the district over the past year.

RECOMMENDATION

1. Conduct a public hearing to receive testimony regarding proposed 2020-2021 assessments for the City of Gustine's Landscaping and Lighting Maintenance Citywide Assessment District No. 95-1, Southport Assessment District, and Borrelli Assessment District.
2. Adopt Resolution 2020-XXXX confirming the diagram and assessments for the annual levy of the City of Gustine's Landscaping and Lighting Maintenance Citywide Assessment District No. 95-1, Southport Assessment District, and Borrelli Assessment District for Fiscal Year 2020-2021 and direct the City Clerk to file the annual Engineer's Report with the County of Merced, California.

FISCAL IMPACT

It is anticipated the City will collect approximately \$210,729.72 from the City of Gustine

Landscaping and Lighting Maintenance Citywide Assessment District No. 95-1, Southport Assessment District, and Borrelli Assessment District Assessments to cover estimated maintenance, utility and administration expenses for Fiscal Year 2020-2021.

EXHIBIT(S)

A.) Resolution No. 2020-XXXX

APPROVED BY:



DOUG DUNFORD, CITY MANAGER

RESOLUTION 2020-XXXX

**A RESOLUTION CONFIRMING DIAGRAM AND ASSESSMENT AND LEVYING ASSESSMENT
FOR FISCAL YEAR 2020-2021**

**CITYWIDE ASSESSMENT DISTRICT NO. 95-1, SOUTHPORT ASSESSMENT DISTRICT, BORRELLI
ASSESSMENT DISTRICT
(Pursuant to the Landscaping and Lighting Act of 1972)**

WHEREAS; Pursuant to Chapter 3 of the Landscaping and Lighting Act of 1972, the City Council directed Mario Gouveia, Engineer of Work for the Citywide Assessment District No. 95-1, the Southport Assessment District, and the Borrelli Assessment District, to prepare and file an annual report for fiscal year 2020-2021.

WHEREAS; The Engineer of Work filed his annual report on July 07, 2020, and the City Council adopted its resolution of intention to levy and collect assessments within the assessment districts for fiscal year 2020-2021 and set a public hearing to be held on August 04, 2020; in the meeting place of the City Council, City Hall, 352 Fifth Street, Gustine, California. Notice of the hearing was given in the time and manner required by law.

WHEREAS; At the public hearing, the City Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the City Council has considered each protest.

NOW, THEREFORE BE IT RESOLVED; The City Council hereby confirms the diagram and assessment as set forth in the annual report of the Engineer of Work and hereby levies the assessment set forth therein for the fiscal year 2020-2021.

PASSED AND ADOPTED by the City Council of the City of Gustine on August 4, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST

APPROVED

Deputy City Clerk

Patrick Nagy, Mayor



COUNCIL AGENDA ITEM

AUGUST 4, 2020

PREPARED BY: Melanie Correa, Deputy City Clerk/HR Director

SUBJECT: Consider a Resolution Designating Voting Delegates for the Annual League of California Cities Conference Business Meeting

BACKGROUND/DISCUSSION

The annual League of California Cities Conference is scheduled for October 7-9, 2020. The League has announced that the 2020 conference will be conducted virtually. One important part of the conference is the Annual Business Meeting, where League membership considers and takes action on League policy. In order to vote at the Business Meeting, voting delegates and alternates must be designated by City Council.

According to the Mayoral appointment list, Mayor Nagy is the City's current League of California Cities Representative, with Council member Alexander as the alternate representative. The League requires a formal action from each governing body by way of resolution for delegate designation.

To be considered for appointment as a voting delegate and alternate, the person must be registered to virtually attend the Annual 2020 League of California Cities Conference. The League has also announced special reduced pricing for this year's conference registration.

RECOMMENDATION

Approve the resolution designating a voting delegate and a voting alternate for the 2020 California League of California Cities Annual Business Meeting.

EXHIBIT(S)

- A) Letter from the League dated June 30, 2020
- B) Annual Conference Voting procedures
- C) Resolution 2020-XXXX

APPROVED BY:



DOUG DUNFORD, CITY MANAGER



Council Action Advised by August 31, 2020

June 30, 2020

TO: Mayors, City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – October 7 – 9, 2020**

The League's 2020 Annual Conference & Expo is scheduled for October 7 – 9. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, October 9. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League's office no later than Wednesday, September 30. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting. These procedures assume that the conference will be held in-person at the Long Beach Convention Center as planned. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

- **Action by Council Required.** Consistent with League bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by the end of July at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.

RESOLUTION 2020-XXXX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
DESIGNATING A VOTING DELEGATE AND A VOTING ALTERNATE TO THE 2020
LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING**

WHEREAS, the League of California Cities holds its Annual Business Meeting as an important part of its Annual Conference; and

WHEREAS, at the Annual Business meeting, the League membership considers and takes action on resolutions that establish League policy; and,

WHEREAS, the League's bylaws state that a voting delegate and alternate must be selected by council resolution and must be registered for the conference; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Gustine that: Council member _____ is designated as the voting delegate and Council member _____ is designated as the voting alternate at the League of California Cities 2020 Annual Business meeting.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Gustine held on the 4th day of August, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED

Pat Nagy, Mayor

ATTEST

City Clerk



COUNCIL AGENDA ITEM

AUGUST 4, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Approve Local Transportation Fund (LTF) Claim 19/20

BACKGROUND/ DISCUSSION:

Merced County Association of Governments (MCAG) has notified the Cities within Merced County that LTF funds will be available for the City to claim this year. In April of this year, the MCAG Governing Board found that no unaddressed transit meets existed and therefore the remaining LTF funds can be made available to local jurisdictions for street and road maintenance. The revenues are split up proportionately by population among the incorporated Cities and Merced County (with some revenues going to Transit and MCAG). Gustine's claim amount this year is **\$5,791**.

MCAG has created a claim process for requesting the monies which specifically ensures that the appropriate methods are followed per the legal regulations that govern LTF funds. Council is required to pass the attached resolution which will be filed with MCAG along with claim forms for the funds. Staff anticipates the money will be split between general roadway and street maintenance (pot holes, small scale resurfacing etc.) and sidewalk/ramp repair. More specifics on the expenditures will be presented to Council at a later date.

FISCAL IMPACT

An additional \$5,791 to the City for road and sidewalk improvements.

RECOMMENDATION

Council approve the attached resolution authorizing filing for the LTF claim.

EXHIBIT(S)

- A) Resolution 2020-XXXX Authorizing LTF Claim to be filed with MCAG
- B) LTF Claim Form

RESOLUTION NO. 2020-XXXX

A RESOLUTION OF THE CITY OF GUSTINE APPROVING THE ANNUAL LOCAL TRANSPORTATION FUND (LTF) CLAIM TO BE FILED WITH THE MERCED COUNTY ASSOCIATION OF GOVERNMENTS (MCAG) FOR FISCAL YEAR 2020-2021

WHEREAS, under the Transportation Development Act (TDA) of 1971, Local Transportation Fund (LTF) monies are available to cities for public transportation, construction and maintenance of local streets and roads, and for pedestrian or bicycle facilities under certain circumstances; and

WHEREAS, the City of Gustine meets all requirements to qualify for said apportionment allocated through the Merced County Association of Governments (MCAG), as the designated local transportation and planning agency; and

WHEREAS, the annual allocations of LTF monies to each jurisdiction have been calculated by population; and

WHEREAS, the City of Gustine has LTF monies available to claim in the amount of **\$5,791** for Fiscal Year 2020-2021; and

WHEREAS, the city's proposed expenditures of LTF monies are in conformity with the Regional Transportation Plan as prepared by MCAG; and

WHEREAS, the city has submitted a certified fiscal audit within 180 days after the end of the fiscal year, except where an extension (90-day maximum) was granted by MCAG;

NOW, THEREFORE, BE IT RESOLVED that the city council of the City of Gustine does hereby authorize the filing of the annual LTF claim for Fiscal Year **2020-2021** in the amount of **\$5,791**.

BE IT FURTHER RESOLVED it is deemed in the best interest of the City of Gustine that the City Manager and the City Finance Director be authorized to sign the LTF claim form for Fiscal Year **2020-2021**, and to submit said claim to MCAG for processing.

Passed and adopted this 4th day of August by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED

Patrick Nagy, Mayor

ATTEST

Melanie Correa, City Clerk

LOCAL TRANSPORTATION FUND CLAIM
FY 2020-2021

Claimant: City of Gustine

Type of Claim:	Amount of Claim:
<input type="checkbox"/> STREETS & ROADS	\$ _____
<input checked="" type="checkbox"/> PEDESTRIAN & BICYCLE FACILITIES	\$ <u>5,791</u>
<input type="checkbox"/> OTHER (indicate purpose & TDA Section number _____)	\$ _____
TOTAL	\$ _____

It is understood by this claimant that payment of the claim is subject to approval by MCAG, to such monies being on hand and available for distribution, and to the provision that such monies (and the interest earned on such monies subsequent to allocation) will be used only for those purposes for which the claim is approved and in accordance with the terms of the allocation instructions.

Further, the Chief Financial Officer of the claimant certifies that the financial information contained herein, is reasonable and accurate to the best of my knowledge.

Authorized Representative:

Signature

Douglas D. Dunford

Print or type name

City Manager

Title

Title

August 5, 2020

Date

Date

Signature of Chief Financial Officer

LTF STREETS & ROADS CLAIM 2020-2021

Claimant: City of Gustine

Project Title, Location and Description (may use additional paper)

Project Cost by Funding Source

LTF	\$ _____
General Fund	\$ _____
Other	\$ _____
<u>TOTAL</u>	\$ _____

1. For entities with a population of more than 5,000, is the claim for streets and roads (exclusive of capital requirements for major new facilities) less than 50% of the total streets and roads expenditures?

Yes

No

2. Is the project in conformity with the MCAG Regional Transportation Plan?

Yes

No

Prepared by: _____
Signature

Type or print name

LTF PEDESTRIAN & BICYCLE FACILITIES CLAIM 2020-2021

Claimant: City of Gustine

Type of PEDESTRIAN & BICYCLE FACILITIES Claim:

- Facilities provided for the exclusive use of pedestrians and bicycles
- Projects which are provided for use by pedestrians and bicycles

Project Title, Location and Description (may use additional paper)

Schmidt Park Multi Use Path Phase 1 - 25 acre Harry Schmidt Park will have a Multi Use Path covering the outer perimeter of the park.

Project Cost by Funding Source

LTF	\$ 5,791
General Fund	\$ 31,966
Other	\$ 522,302
TOTAL	\$ 596,302

1. For entities with a population of more than 5,000, is the claim for pedestrian and bicycle facilities (exclusive of capital requirements for major new facilities) less than 50% of the total pedestrian and bicycle facilities expenditures?

Yes No

2. Is the project in conformity with the MCAG Regional Transportation Plan?

Yes No

Prepared by:

Signature

Douglas D. Dunford

Type or Print Name

LTF OTHER CLAIM 2020-2021

Claimant: City of Gustine

Type of LTF "Other" Claim:

- Passenger rail service operations and capital improvements
- Transportation services using vehicles for the EXCLUSIVE use of elderly or disabled persons
- To finance the construction and maintenance of multi modal transportation terminals

Project Title, Location and Description (may use additional paper)

Project Cost by Funding Source

LTF	\$ _____
General Fund	\$ _____
Other	\$ _____
<u>TOTAL</u>	\$ _____

1. Is the project in conformity with the MCAG Regional Transportation Plan?

- Yes No

Prepared by: _____
Signature

Type or Print Name



COUNCIL AGENDA ITEM

AUGUST 4, 2020

PREPARED BY: Ruben Chavez, Chief of Police

SUBJECT: Authorize Purchase of Public Safety Equipment – Body Worn Cameras

BACKGROUND/DISCUSSION

Over the years, standard police practices have continuously sought to improve safety methods and training to keep our community safe as well as ensuring the safety of those who serve the public as police officers. The transparency of interactions between the public and law enforcement has resulted in the use of cameras by law enforcement to record contacts with the public. This first started with in-car video and as new technologies were developed, the use of body worn cameras (BWC) has become the new normal for law enforcement.

The use of body worn cameras has truly improved the relationship with the public as they can be used for variety of circumstances to include; recording rapidly evolving violent confrontations, evidence gathering, witness statements, and reviewing citizen complaints. In fact, due to recent national incidents, their use has been recommended to be mandated by police agencies.

The use of this technology however, comes with many requirements and mandates. The change of custody for prosecution must be secure and documented. Retention requirements and storage space must be factored in when maximizing a BWC system. Also, having a policy on its use must be well thought out, as well as providing the District Attorney's Office with copies and complying with AB 1421 and other statues which require its release upon meeting specific criteria. The redaction of released must be done accurately to avoid any liability on the department.

In 2018, the City Manager, the Mayor and Mayor Pro-Tem traveled to Washington DC as part of Merced County Association of Governments (MCAG) "One Voice Trip". Their participation provided the opportunity to apply for federal funding to purchase a BWC system for the Gustine Police Department. The grant was approved in the amount of \$54,000 with a one-to-one match requirement. In essence, the grant allowed the purchase of the BWC system at half price as the other half was funded through the grant. The grant required its purchase to follow specific federal guidelines and reporting.

In the meantime, the city had tried out several BWC systems over last 14 months, however, ended any trial periods once a Request for Proposal (RFP) was published to avoid any conflicts of interest. On June 8, 2020, the City published the RFP and invited over ten BWC companies to submit proposals. As of the RFP deadline of July 8, 2020, a total of five proposals were received: 1. Digital Alley \$78,278.00, 2. Kustom Signals

\$53,330.53, 3. Watchguard \$65,525.00, 4. Axon (June 26) \$67,146.28 – (modified on July 29) after negotiations \$68,126.99, 5. Axon, (July 8) 81,546.28. The Axon proposal dated July 8th included unlimited storage.

The Selection Committee, which included command staff and our contracted IT company, reviewed all proposals and conducted interviews. At the conclusion of the process, staff recommends the City accept the Axon proposal originally dated June 26, 2020 and updated on July 29, 2020 with negotiated adjustments outlined below. The end of the grant period is September 31, 2021. The City can request a one-year extension, which is subject to approval. After the purchase and requirements are met, the City can close out the grant and its reporting will no longer be required.

FISCAL IMPACT

The Axon proposal was for twelve BWCs and included all the necessary storage and licensing for the next five (5) years. The final total price is **\$68,126.99** and can be divided into 5 annual payments, however, 2 years is recommended to close out the grant and reporting requirements. The final cost proposal was based after interviews and increased slightly due to adding a professional license for our contact IT Company and doubling the storage needs.

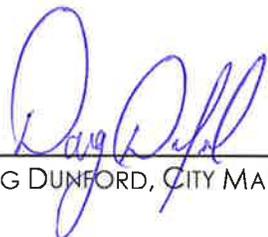
RECOMMENDATION

Staff recommends City Council accept the Axon BWC proposal dated July 29, 2020 and accept the two (2) year annual payment plan at no interest.

EXHIBIT(S)

A.) Axon final proposal dated July 29, 2020

APPROVED BY:



DOUG DUNFORD, CITY MANAGER



AXON

Gustine Police Dept. - CA

AXON SALES REPRESENTATIVE

Thom Ruseva-Mahan

+1 4805026238

tmahan@axon.com

ISSUED

7/29/2020



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-262783-44041.901RL

Issued: 07/29/2020

Quote Expiration: 09/30/2020

Account Number: 113345

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Ruben Chavez
 Gustine Police Dept. - CA
 682 THIRD AVE.
 Gustine, CA 95322
 US

BILL TO

Gustine Police Dept. - CA
 682 THIRD AVE.
 Gustine, CA 95322
 US

SALES REPRESENTATIVE

Thom Ruseva-Mahan
 Phone: +1 4805026238
 Email: tmahan@axon.com
 Fax: +1 4809993359

PRIMARY CONTACT

Ruben Chavez
 Phone: (209) 854-3737
 Email: rchavez@gustinepolice.com

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	9	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	3	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	12	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	60	12	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	240	0.00	0.00	0.00
73449	AWARE LICENSE	60	12	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		12	699.00	699.00	8,388.00
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		12	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		12	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	30	12	840.00	362.26	4,347.12
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	30	2	885.00	884.99	1,769.98
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	43.90	87.80
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK		12	41.75	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	30	3	1,170.00	1,170.00	3,510.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	30	12	450.00	450.00	5,400.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	30	240	12.00	12.00	2,880.00
73827	AB3 CAMERA TAP WARRANTY	60	12	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
73665	AWARE PAYMENT	30	12	270.00	270.00	3,240.00
Services						
85144	AXON STARTER		1	2,750.00	0.00	0.00
					Subtotal	32,612.90
					Estimated Shipping	0.00
					Estimated Tax	1,450.61
					Total	34,063.51

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		1	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		1	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	60	1	1,680.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	60	1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	30	12	840.00	1,317.74	15,812.88
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	30	2	885.00	885.01	1,770.02
Other						
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	30	3	1,170.00	1,170.00	3,510.00
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	30	12	450.00	450.00	5,400.00
73831	10 GB EVIDENCE.COM A-LA-CART STORAGE PAYMENT	30	240	12.00	12.00	2,880.00
73665	AWARE PAYMENT	30	12	270.00	270.00	3,240.00
					Subtotal	32,612.90
					Estimated Tax	1,450.58
					Total	34,063.48

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON BODY CAMERA REFRESH ONE		12	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		2	0.00	0.00	0.00
73309	AXON BODY CAMERA REFRESH ONE		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73310	AXON BODY CAMERA REFRESH TWO		12	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		2	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
73310	AXON BODY CAMERA REFRESH TWO		1	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00
Grand Total						68,126.99

Discounts (USD)

Quote Expiration: 09/30/2020

List Amount	70,855.80
Discounts	5,630.00
Total	65,225.80

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	34,063.51
Spares	0.00
Year 2	34,063.48
Year 3	0.00
Year 5	0.00
Grand Total	68,126.99

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Thom Ruseva-Mahan at tmahan@axon.com or fax to +1 4809993359

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

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		SO #:
Review 1	Review 2	
Comments:		



COUNCIL AGENDA ITEM

AUGUST 4, 2020

PREPARED BY: Doug Dunford, City Manager

SUBJECT: Council Authorize the City Manager to enter into an Agreement with the State Water Resources Control Board for the Water Meter Replacement Project, Project #8358-110

BACKGROUND/DISCUSSION

In 2013, the City of Gustine completed phase one of the Gustine Water System Upgrade project. Part of that project included installation of approximately 350 radio read meters in various areas of town. The community has approximately 1,850 meters total. The radio read meters transmit the reads to an antenna that is affixed to public works vehicles that drive by each location. The radio read system condenses the process of obtaining water reads by a considerable factor which, in turn, creates more time for Public Works to focus on other time intensive duties. In addition, newer meters typically provide more accurate reads for customer billing.

Schneider Electric proposed to partner with the City of Gustine to submit an application for funding to the State Water Resources Control Board to conduct a study for the City of Gustine which would allow for Schneider to perform an audit of the water system to determine if potential new revenues or savings of current expenditures exist with large scale energy/water efficiency construction upgrades to the water system. Specifically, the conversion of the remainder of the community to a radio meter system has been initially scoped. The analysis would determine the additional revenues that would be collected as a result of having upgraded meters as well as make recommendations on the best possible technology available for meters, fixed based antenna receptors (for the meter data to transmit to) and any other software needs. This recommendation would be take the form of a construction project which could then, in turn, be funded by the grant program under the State Water Resource Control Board.

When the study was completed and the project was designed, Council had the opportunity to make a decision on whether or not to move forward with the construction project. The Council chose to move forward with the project at that time and Schneider Electric would act as project manager and contractor for the installation of the new water meter system (or any other efficiency upgrade that may be developed in the study). The most important component of the proposal was that Schneider would guarantee (based on the study) the expected increased revenues as a result of the infrastructure upgrade which generated a sufficient level to cover any debt service taken on under the loan portion from the State Water Resource Control Board funding program. In other words, if the new revenues expected, ended up

being insufficient to cover the yearly debt payment incurred for the infrastructure upgrade, Schneider would compensate the City for the shortfall between expected revenues and debt service.

This guarantee is the keystone component of partnering with Schneider, it greatly reduces the risk to the City of Gustine (and its rate payers) if the projections of the study are not born out after construction/completion of the project. This project gives the City of Gustine the opportunity to cure a severe operational, capital, and long term maintenance need instead of solely funding the project through rate increases.

In April 2016, the Council approved a concept plan to move forward on a possible energy efficiency project related to the City's water system. The firm of Schneider Electric was authorized to move forward to evaluate the possible cost effectiveness of pursuing a State grant to upgrade the City's water meter system, thus saving energy, water, and staff time through the project.

At the July 18, 2017, Council Meeting, City Council authorized the City Manager to execute an agreement and application for a Green Project Reserve Grant with Schneider Electric. The project was ready to move forward into a construction phase. Contracted turnkey costs were estimated at \$1,554,438. 50% of the project cost would be covered by a grant and 50% of the project cost will be a low interest loan from the State Water Resources Control Board.

Over the 20 year manufacturer's water meter warranty, the City will be able to complete a capital project with a modest net savings, based on cash flow models, of \$361,000. More importantly, the Public Works Department will be able to re-deploy staff by saving the equivalent of 15 days a month, by not having to read the meters manually. In Finance, back office savings will be realized as water billing will be less labor intensive.

During the last three years, Staff has been working to coordinate the necessary documents for the State Water Resources Control Board. Staff has had numerous setbacks due to the State Water Resources Control Board losing documents, sending the wrong documents and losing the documents the Staff had sent previously. In addition Staff reached out to our elected officials, Congressman Costa and Assemblyman Gray for assistance in motivating the State Water Board in moving this project forward.

Approximately two years ago, the State Water Resources Control Board offered to change our 50/50 Grant program to a grant that was funded 100% by the State Water Board in the amount of \$2,224,438.00.

Mark Kindelberger, Business Development Manager from Schneider Electric is available for any question tonight as well.

Staff is seeking Council approval to authorize the City Manager to enter into an agreement with the State Water Resources Control Board for a 100% grant to fund the replacement of our residential water meters.

FISCAL IMPACT

The fiscal impact to the City will be a minimal impact to the general fund, if any.

RECOMMENDATION

Council authorize the City Manager to enter into an agreement with the State Water Control Board for the purposes of the Water Meter Replacement Project, Agreement #SWRCB0000000000D1901040, Project # 8358-110

EXHIBIT(S)

- A.) State Water Resource Control Board Agreement



State Water Resources Control Board

July 16, 2020

City of Gustine- Water Meter Replacement Project
Attn: Doug Dunford – City Manager
P.O. Box 16
Gustine, CA 95322

Agreement Number: SWRCB0000000000D1901040
Project Number: C-06-8358-110

Enclosed is your Agreement for your approval and signature. This Agreement cannot be considered binding by either party until executed by the State Water Resources Control Board (State Water Board).

If you are in agreement with all terms and conditions of the Agreement, please sign and date **two (2) signature** pages; return only the two (2) signature pages – it is not necessary to send the entire Agreement - **no later than thirty (30) calendar days from the date of this letter to:**

Overnight Mail

Shawna Bell
State Water Resources Control Board
Division of Financial Assistance
1001 I Street, 16th Floor
Sacramento, CA 95814

US Mail

Shawna Bell
State Water Resources Control Board
Division of Financial Assistance
P. O. Box 944212
Sacramento, CA 94244-2120

In order for the Funding Agreement to be executed by the State Water Board, the following items must also be returned with the signed signature pages:

Be aware that all projects receiving funding must comply with all applicable implementing guidelines and regulations adopted by California Department of Industrial Relations (DIR), regarding state prevailing wage requirements. You must contact DIR for guidance on how to comply. Information can be found at: <http://www.dir.ca.gov/lcp.asp>.

Davis Bacon Compliance:

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/davisbacon.shtml

Disadvantaged Business Enterprise (DBE)

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/policy0513/dbe_compliance_guidelines_instructions.pdf

Shawna Bell may be contacted at (916) 449-5636 or Shawna.Bell@Waterboards.ca.gov

Once the Agreement is signed by both parties, we will forward an executed copy to you for your records.

Enclosures

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR



**CLEAN WATER SMALL COMMUNITY
CONSTRUCTION LOAN (PINCIPAL FORGIVENESS)**

AGREEMENT No. SWRCB0000000000D1901040
by and between
CITY OF GUSTINE ("Recipient")
AND
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD ("State Water Board")
for the purpose of the
WATER METER REPLACEMENT PROJECT ("Project")
PROJECT NO.8358-110

Section 13475 et seq. of the Water Code, and Resolution Nos. 2019-0031 and 2019-0064.

PROJECT FUNDING AMOUNT: \$2,224,438.00
ESTIMATED REASONABLE PROJECT COST: \$2,224,438.00
ELIGIBLE WORK START DATE: February 26, 2018
ELIGIBLE CONSTRUCTION START DATE: April 24, 2020
CONSTRUCTION COMPLETION DATE: August 01, 2021
FINAL REIMBURSEMENT REQUEST DATE: September 01, 2021
RECORDS RETENTION END DATE: August 01, 2057

1. The State Water Board and the Recipient mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement, including the following Exhibits, which are attached hereto or are incorporated by reference:
 - Exhibit A – Scope of Work and Schedule
 - Exhibit B – Specific Funding Provisions
 - Exhibit C – GENERAL TERMS AND CONDITIONS 2019-NOV
 - Exhibit D – Special Conditions

2. The following documents are also incorporated by reference:
 - the Waste Discharge Requirement Order No. 98-039
 - the Davis-Bacon requirements found at:

[https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2019_cwsrf-governmental_entities_\(public\).pdf](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/davisbacon/davis-bacon_2019_cwsrf-governmental_entities_(public).pdf);

3. Party Contacts during the term of this Agreement are:

State Water Board		City of Gustine	
Section:	Division of Financial Assistance		
Name:	Gabriel Berzamina	Name: Doug Dunford	Title: City Manager
Address:	1001 I Street, 16 Floor	Address: P.O. Box 16	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip: Gustine, CA, 95322	
Phone:	(916)	Phone: (209) 854-6471	
Email:	Gabriel.Berzamina@waterboards.ca.gov	Email: ddunford@cityofgustine.com	

Each party may change its contact upon written notice to the other party. While Party Contacts are contacts for day-to-day communications regarding Project work, the Recipient must provide official communications and notices to the Division's Deputy Director.

4. Conditions precedent to this Agreement are set forth as follows:
 - (a) The Recipient must deliver an opinion of general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.

5. The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date:
 - (a) The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.
 - (b) The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.
 - (c) None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including,

for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

- (d) The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

RECIPIENT: CITY OF GUSTINE

STATE WATER RESOURCES CONTROL BOARD:

By: _____
Name: Doug Dunford
Title: City Manager

By: _____
Name: Leslie Laudon
Title: Deputy Director
Division of Financial Assistance

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient and has a Useful Life of at least 20 years.

The funding under this Agreement shall be used to replace the Recipient's existing manually-read water meters – the majority of which are approaching the end of their useful life – with new smart meters to increase the data collected from the meters and to reduce labor costs associated with manually reading the meters.

A.2 SCOPE OF WORK.

The Recipient agrees to do the following: Install new water meters that will be installed with Advanced Metering Infrastructure (AMI) that would allow the meter readings to be recorded remotely from central data collection units. An estimate of 1,375 *Badger E-Series* meters, 2 *Elster* meters, 474 retrofit transmitters, 100 meter box replacements, and 1,348 meter lid replacements will be installed by the Recipient.

The Project includes all necessary project management, labor, and materials to perform the water meter retrofits with AMI as shown above. The Project also includes measurement and verification of meter accuracy to confirm revenue increase in projections. Upon Completion of Construction, the Recipient must expeditiously initiate Project operations.

A.3 SIGNAGE.

The Recipient must place a professionally prepared sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and must maintain the sign in good condition for the duration of Project implementation. The sign may include another agency's required information and must include, prominently displayed, the following disclosure statement and color logos (available from the Division):



"Funding for this Water Meter Replacement project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California's Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds."

SCHEDULE

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Project Completion

Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
EXHIBIT A – SCOPE OF WORK			
1.	Progress Reports		Quarterly
2.	Final Inspection and Certification		March 01, 2021
3.	Project Completion Report		TBD
4.	Final Budget Approval		September 01, 2020
EXHIBIT B – REIMBURSEMENTS, BUDGET DETAIL, AND REPORTING PROVISIONS			
A.	REIMBURSEMENTS		
1.	Reimbursement Requests		Quarterly
2.	Final Reimbursement Request		September 01, 2021

(a) The Recipient must award the prime construction contract and begin construction timely. The Recipient must deliver any request for extension of the Completion of Construction Date no less than 90 days prior to the Completion of Construction Date.

(b) The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;
- 2) A description of compliance with environmental requirements;
- 3) A listing of change orders including amount, description of work, and change in contract amount and schedule; and
- 4) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.5 PROJECT COMPLETION REPORT.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate Regional Water Board on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

- i. Description of the Project,
- ii. Description of the water quality problem the Project sought to address,
- iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

A.6 FINAL PROJECT INSPECTION AND CERTIFICATION.

Upon completion of the Project, the Recipient must provide for a final inspection and must certify that the Project has been completed in accordance with this Agreement, any final plans and specifications submitted to the State Water Board, and any amendments or modifications thereto. If the Project involves the planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, or other professionals, the final inspection and certification must be conducted by a California Registered Civil Engineer or other appropriate California registered professional. The results of the final inspection and certification must be submitted to the Project Manager.

A.7 DBE REPORTS FOR STATE REVOLVING FUND PROJECTS

The Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

EXHIBIT B – FUNDING AMOUNTS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement, and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

LINE ITEM	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
Construction	\$1,681,097.00	\$1,681,097.00
Contingency	\$160,000.00	\$160,000.00
Allowances (Soft Costs)	\$383,341.00	\$383,341.00
Purchase of Land	\$0.00	\$0.00
Pre-Purchased Material/Equipment	\$0.00	\$0.00
TOTAL	\$2,224,438.00	\$2,224,438.00

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Reasonable indirect costs may be allowable upon approval by the Division.

The Recipient is prohibited from requesting disbursement amounts that represent Recipient's mark ups to costs invoiced or otherwise requested by consultants or contractors.

B.5 LINE ITEM ADJUSTMENTS

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary

Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

Under no circumstances may the sum of line items in the Final Budget Approval exceed the Project Funding Amount.

B.6 REIMBURSEMENT PROCEDURE.

Except as may be otherwise provided in this Agreement, reimbursements will be made as follows:

1. Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.
2. The Recipient must submit a Reimbursement Request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late Reimbursement Requests may not be honored.
3. Additional Project Funds will be promptly disbursed to the Recipient upon receipt of Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under this Agreement.
4. The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts) must be submitted with each Reimbursement Request. The amount requested for Recipient's administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed Reimbursement Request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement Requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.
5. The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future reimbursements.
6. The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.
7. Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.

Except as follows, construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient. The Deputy Director of the Division may authorize the disbursement of up to ten percent (10%) of Project Funds for the reimbursement of eligible construction costs and pre-purchased materials prior to Division approval of the final budget form submitted by the Recipient. All other construction costs are not eligible for reimbursement until after this the Division has approved the final budget

form submitted by the Recipient. Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

B.7 REVERTING FUNDS AND DISENCUMBRANCE.

In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement timely, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

EXHIBIT C – GENERAL TERMS AND CONDITIONS 2019-NOV

GENERAL TERMS AND CONDITIONS 2019-NOV is incorporated by reference and is posted at https://www.waterboards.ca.gov/water_issues/programs/grants_loans/general_terms.html

EXHIBIT D – SPECIAL CONDITIONS

D.1 DEFINITIONS.

1. Notwithstanding Exhibit C, the following terms have no meaning for the purposes of this Agreement:
 - Work Completion
 - Work Completion Date

2. Each capitalized term used in this Agreement has the following meaning:
 - "Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.
 - "Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.
 - "Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is established on the Cover Page of this Agreement.
 - "Eligible Construction Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.
 - "Eligible Work Start Date" means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.
 - "Enterprise Fund" means the enterprise fund of the Recipient in which Revenues are deposited.
 - "Event of Default" means, in addition to the meanings set forth in Exhibit C, the occurrence of any of the following events:
 - a) A material adverse change in the condition of the Recipient, the Revenues, or the System, which the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
 - b) Failure to operate the System or the Project without the Division's approval;
 - c) The occurrence of a material breach or event of default under any System obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
 - "Final Budget Approval (FBA)" means the Division-approved final budget for the Project, as set forth in Exhibit B.
 - "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central

service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

- "Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.
- "Net Revenues" means, for any Fiscal Year, all Revenues received by the Recipient less the Operations and Maintenance Costs for such Fiscal Year.
- "Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.
- "Policy" means the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.
- "Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the Recipient from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the Recipient for the services of the System, and all other income and revenue howsoever derived by the Recipient from the ownership or operation of the System or arising from the System, including all income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund of the Recipient or held on the Recipient's behalf, and any refundable deposits made to establish credit, and advances or contributions in aid of construction.
- "System" means all wastewater collection, pumping, transport, treatment, storage, and disposal facilities, including land and easements thereof, owned by the Recipient, including the Project, and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.
- "Useful Life" means the economically useful life of the Project beginning at Project Completion and is set forth in Exhibit A.

D.2 ADDITIONAL REPRESENTATIONS AND WARRANTIES.

- (a) The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

- (b) The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.
- (c) The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date set forth on the first page hereof, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date set forth on the Cover Page.
- (d) Except as set forth in this paragraph, there are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Revenues, and/or the Project.
- (e) There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain any of the real or personal property related to or necessary for the Project.
- (f) The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.
- (g) Any financial statements or other financial documentation of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements or other financial documentation: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements or other financial documentation, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements or other financial documentation been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.
- (h) The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.
- (i) The Recipient has no conflicting or Material Obligations, except as set forth in this paragraph.
- (j) The Recipient legally possesses all real property rights necessary for the purposes of this Agreement, not subject to third party revocation, which rights extend at least to the Records Retention End Date of this Agreement, except as set forth in Exhibit D.
- (k) The Recipient and its principals, to the best of the Recipient's knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized; nor have they engaged or permitted the performance of services covered by this Agreement from parties that are debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this grant funding is authorized.

D.3 ACKNOWLEDGEMENTS.

The Recipient must include the following acknowledgement in any document, written report, or brochure to be shared with the general public prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use.”

D.4 OPERATIONS AND MAINTENANCE; INSURANCE.

The Recipient shall sufficiently and properly staff, operate, and maintain the facility and structures constructed or improved as part of the project throughout the term of this Agreement, consistent with the purposes of this Agreement. The Recipient assumes all operations and maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management or operation.

D.5 INSURANCE.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

D.6 CONTINUOUS USE OF PROJECT; NO LEASE, SALE, TRANSFER OF OWNERSHIP; OR DISPOSAL OF PROJECT.

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

D.7 RATES, FEES, AND CHARGES.

The Recipient must, to the extent permitted by law, fix, prescribe and collect rates, fees and charges for the System during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs, and must ensure that Net Revenues are in an amount necessary to meet its obligations under this Agreement.

The Recipient may make adjustments from time to time in such fees and charges and may make such classification thereof as it deems necessary, but shall not reduce the rates, fees and charges then in effect unless the Net Revenues from such reduced rates, fees, and charges will at all times be sufficient to meet the requirements of this section.

D.8 NOTICE.

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Party Contacts by phone and email within the time specified below:

- (a) Within 24 hours, the Recipient must notify the Party Contacts by phone and by email, and also notify the Division by phone at (916) 327-9978 and by email to CleanWaterSRF@waterboards.ca.gov of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division and Party Contacts promptly of the occurrence of any of the following events:
- i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
 - ii. Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
 - iii. Loss, theft, damage, or impairment to Project;
 - iv. Events of Default, except as otherwise set forth in this section;
 - v. A proceeding or action by a public entity to acquire the Project by power of eminent domain.
 - vi. Any litigation pending or threatened with respect to the Project or the Recipient's technical, managerial or financial capacity or the Recipient's continued existence;
 - vii. Consideration of dissolution, or disincorporation;
 - viii. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.
 - ix. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this funding, or in any certification, report, or

request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;

- x. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- xi. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
- xii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- xiii. Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- xiv. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
- xv. Any event requiring notice to the Division pursuant to any other provision of this Agreement;
- xvi. The award of the prime construction contract for the Project; and the initiation of construction of the Project; and
- xvii. Completion of Construction, and Project Completion.

D.9 RETURN OF FUNDS.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, to immediately return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement and pay interest at the highest legal rate on all of the foregoing.

D.10 DAMAGES FOR BREACH OF TAX-EXEMPT STATUS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.11 FRAUD, WASTE, AND ABUSE.

The Recipient shall prevent fraud, waste, and the abuse of Project Funds, and shall cooperate in any investigation of such activities that are suspected in connection with this Agreement. The Recipient understands that discovery of any evidence of misrepresentation or fraud related to Reimbursement Requests, invoices, proof of payment of invoices, or other supporting information, including but not limited

to double or multiple billing for time, services, or any other eligible cost, may result in referral to the Attorney General's Office or the applicable District Attorney's Office for appropriate action. The Recipient further understands that any suspected occurrences of false claims, misrepresentation, fraud, forgery, theft or any other misuse of Project Funds may result in withholding of reimbursements and/or the termination of this Agreement requiring the immediate repayment of all funds disbursed hereunder.

D.12 DISPUTES.

The Recipient must continue with the responsibilities under this Agreement during any dispute. The Recipient may, in writing, appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute. This provision does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law. This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

D.13 STATE CROSS-CUTTERS.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

- x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- xi. The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.

D.14 DAMAGES FOR BREACH OF FEDERAL CONDITIONS.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

D.15 ACCESS AND INSPECTION.

In addition to the obligations set forth in section 2 of the General Terms and Conditions incorporated in Exhibit C of this Agreement, the Recipient must ensure that the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the term of the Agreement.

D.16 FINANCIAL MANAGEMENT SYSTEMS.

The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

D.17 FEDERAL CROSS-CUTTERS.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with the following federal terms and conditions for the Useful Life of the Project:

- i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase "iron and steel products" produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

- ii. The Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in this Agreement. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in all construction contracts and subcontracts.
- iii. The Recipient must comply with the signage requirements in this Agreement.
- iv. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
- v. The Recipient shall comply with applicable USEPA general terms and conditions found at <http://www.epa.gov/ogd>.
- vi. No Recipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board.
- vii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.
- viii. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at <https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>. A conflict of interest may result in disallowance of costs.
- ix. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.
- x. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at <http://iEdison.gov> and shall notify the Division when an invention report, patent report, or utilization report is filed.
- xi. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Acknowledgement statement set forth in Exhibit D.
- xii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

- xiii. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.
- xiv. The Recipient certifies to the best of its knowledge and belief that:
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.
- The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursement under this Agreement.
- xv. The Recipient must comply with the following federal non-discrimination requirements:
- a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
 - b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
 - c. The Age Discrimination Act of 1975, which prohibits age discrimination.
 - d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
 - e. 40 CFR Part 7, as it relates to the foregoing.
- xvi. If the Project relates to construction of a publicly owned treatment works, where the Recipient contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or architectural related services, the Recipient shall ensure that any such contract is negotiated in the same manner as a contract for architectural and engineering services is negotiated under chapter 11 of title 40, United States Code, or an equivalent State qualifications-based requirement as determined by the State Water Board.
- xvii. If the Project relates to construction of a publicly owned treatment works, the Recipient certifies that it has developed and is implementing a fiscal sustainability plan for the Project that includes an inventory of critical assets that are a part of the Project, an evaluation of the condition and performance of inventoried assets or asset groupings, a certification that the recipient has

evaluated and will be implementing water and energy conservation efforts as part of the plan, and a plan for maintaining, repairing, and, as necessary, replacing the Project and a plan for funding such activities.

- xviii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a

subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- xix. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.
- xx. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: <http://www.sam.gov/>.
- xxi. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.
- xxii. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.
- xxiii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.
- xxiv. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.
- xxv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.
- xxvi. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with USEPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.
- xxvii. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, USEPA's Scientific Integrity Policy, available at <https://www.epa.gov/osa/policy-epa-scientific-integrity>, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the

USEPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in USEPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

- xxviii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at <http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples>.

D.18 Technical Special Condition

The recipient shall develop and implement a fiscal sustainability plan (FSP) prior to July 30, 2021.



COUNCIL AGENDA ITEM AUGUST 4, 2020

PREPARED BY: Danny Reed Jr. Assistant Engineer
Doug Dunford, City Manager

SUBJECT: Consider adopting the AB1012 "Timely Use of Funding" resolution for CMAQ – North Avenue Sidewalk Infill and CMAQ - East Avenue Sidewalk Improvements Projects

BACKGROUND/DISCUSSION

In April of 2020, Merced County Association of Governments (MCAG) issued a "Call for Projects" for approximately \$3 million of Congestion Mitigation and Air Quality (CMAQ) funding available in the upcoming FFY 20/21 (October 2020 – September 2021). CMAQ project applications were due by June 3, 2020. City Staff developed a list of potential projects that met the funding requirements and applications were submitted to MCAG on June 1, 2020. A Resolution supporting and implementing AB 1012 "Timely Use of Funding" is required to be adopted by the City and a copy of the Resolution provided to MCAG.

City Staff met and developed a list of potential projects that best fit the application requirements. From the potential projects list, two proposed projects were created and applications were submitted to MCAG. A summary of each of the proposed projects is listed below, with estimated costs shown.

CMAQ "Regional Bid" – Congestion Mitigation and Air Quality Improvement

1. North Avenue Sidewalk Infill

The project consists of construction of concrete sidewalk, residential drive approaches with ADA wrap around walkway and curb cut ramps. The project will connect existing sidewalk sections on the South side of North Avenue between Linden Avenue and West Avenue. Proposed funding for the project includes Federal and Local Funds. The total estimated project cost is \$395,010. Total Federal funding required is \$349,702 with a local match of \$45,308 being provided by the City from Transportation Funds.

2. East Avenue Sidewalk Improvements

The project consists of constructing concrete sidewalk, residential drive approaches with ADA wrap around walkway, curb cut ramps and ancillary improvements. The project will connect to existing sidewalk sections on 3rd Avenue and at the intersection of East and Carnation. Proposed funding for the project includes Federal and Local Funds. The total estimated project cost is \$855,284. Total Federal funding required is

\$757,182 with a local match of \$98,102 being provided by the City from Transportation Funds.

FISCAL IMPACT

All of the federally funded projects require a local match of 11.47%, which the City has committed from local Transportation Funds.

RECOMMENDATION

City Council adopt Resolution No. 2020-XXXX, supporting and implementing AB1012 "Timely Use of Funding".

EXHIBIT(S)

- A.) RESOLUTION NO. 2020-XXXX
- B.) CMAQ Assurance Form

RESOLUTION NO. 2020-XXXX

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GUSTINE
SUPPORTING AB 1012 – A STATE LAW TO SECURE THE EFFICIENCY OF TRANSPORTATION
FUNDING AND IMPLEMENTING A TIMELY USE OF THE FEDERAL/STATE FUNDING UNDER THE
FEDERAL TRANSPORTATION ACT FOR THE
CMAQ – NORTH AVENUE SIDEWALK INFILL AND CMAQ - EAST AVENUE SIDEWALK
IMPROVEMENTS PROJECTS**

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Gustine is able to apply for and receive Federal and State funding under the Federal Transportation Act,

WHEREAS, the City of Gustine desires to ensure that its projects are delivered in a timely manner to preclude the Merced County Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City of Gustine that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City of Gustine must demonstrate dedicated and available local matching funds; and

NOW, THEREFORE BE IT RESOLVED that the City of Gustine City Council hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Merced County Association of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED that the City of Gustine City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City of Gustine City Council.

THE FOREGOING RESOLUTION was adopted at a regular meeting of the City Council of the City of Gustine the 4th day of August, 2020 and passed at said meeting by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED

Patrick Nagy, Mayor

ATTEST

City Clerk

Congestion Mitigation Air Quality (CMAQ) Assurance of Timely Project Delivery

AB 1012 has been enacted into State Law in part to provide for the "timely use" of State and Federal funds; and the City of Gustine is able to apply for and receive Federal funding under the Congestion Mitigation Air Quality (CMAQ) Program.

The City of Gustine desires to ensure that the following CMAQ project(s):

(Identify CMAQ project[s]):

East Avenue Sidewalk Improvements Project _____

North Avenue Sidewalk Infill Project _____

are delivered in a timely manner to preclude the Merced Region from losing those funds for non-delivery; and

It is understood by the City of Gustine that failure for not meeting project delivery dates for any phase of a project may jeopardize federal funding to the Region; and the City of Gustine must demonstrate dedicated and available local matching funds.

The City of Gustine hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

Failure to meet project delivery deadlines may be deemed as sufficient cause for the MCAG Board to terminate an agency's project and reprogram CMAQ funds as deemed necessary.

The City of Gustine does direct its management and engineering staff to ensure all projects are carried out in a timely manner as per the requirements of AB 1012.

Authorized Representative:

Signature: _____ Date: _____

Print Name: _____