



CITY COUNCIL REGULAR MEETING AGENDA SEPTEMBER 17, 2019

OPEN SESSION:

7:00 P.M.

Notice is hereby given that the City Council will hold a Regular Meeting on September 17, 2019, at the City Council Chambers, 1416 C Street, Livingston, California. Persons with disabilities who may need assistance should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection at Livingston City Hall, 1416 C Street. The Open Session will begin at 7:00 p.m. The agenda shall be as follows:

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2019-59

Next Ordinance No.: 641

Pledge of Allegiance.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Invocation by Police Chaplain Mike Outten.
2. Presentation of Police Department Life Saving Award to Officer Thomas "TJ" Griffin by Chief Ruben Chavez.
3. Presentation by Patricia Ramos Anderson, Partnership Specialist-Merced County, United States Census Bureau: 2020 Census Presentation.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

PUBLIC HEARINGS

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

CITIZEN COMMENTS

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

CONSENT AGENDA

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

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

DISCUSSION AND POTENTIAL ACTION ITEMS

9. Resolution to Transfer Funds from the General Fund to the Recreation Fund to Cover Budget Shortfall for the 2018-2019 Budget Year.
10. Resolution Approving a Property Tax Sharing Agreement between the City of Livingston and the County of Merced.

ADJOURNMENT

CENSUS 2020



2020CENSUS.GOV

Shape
your future
START HERE >

United States
Census
2020

The Constitution

Constitution Article 1, Section 2 of the U.S. Constitution

“The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct.”

The fact that it is in the constitution makes it central to a democratic form of government.

Why does the Census Matter?

- Power in Representation

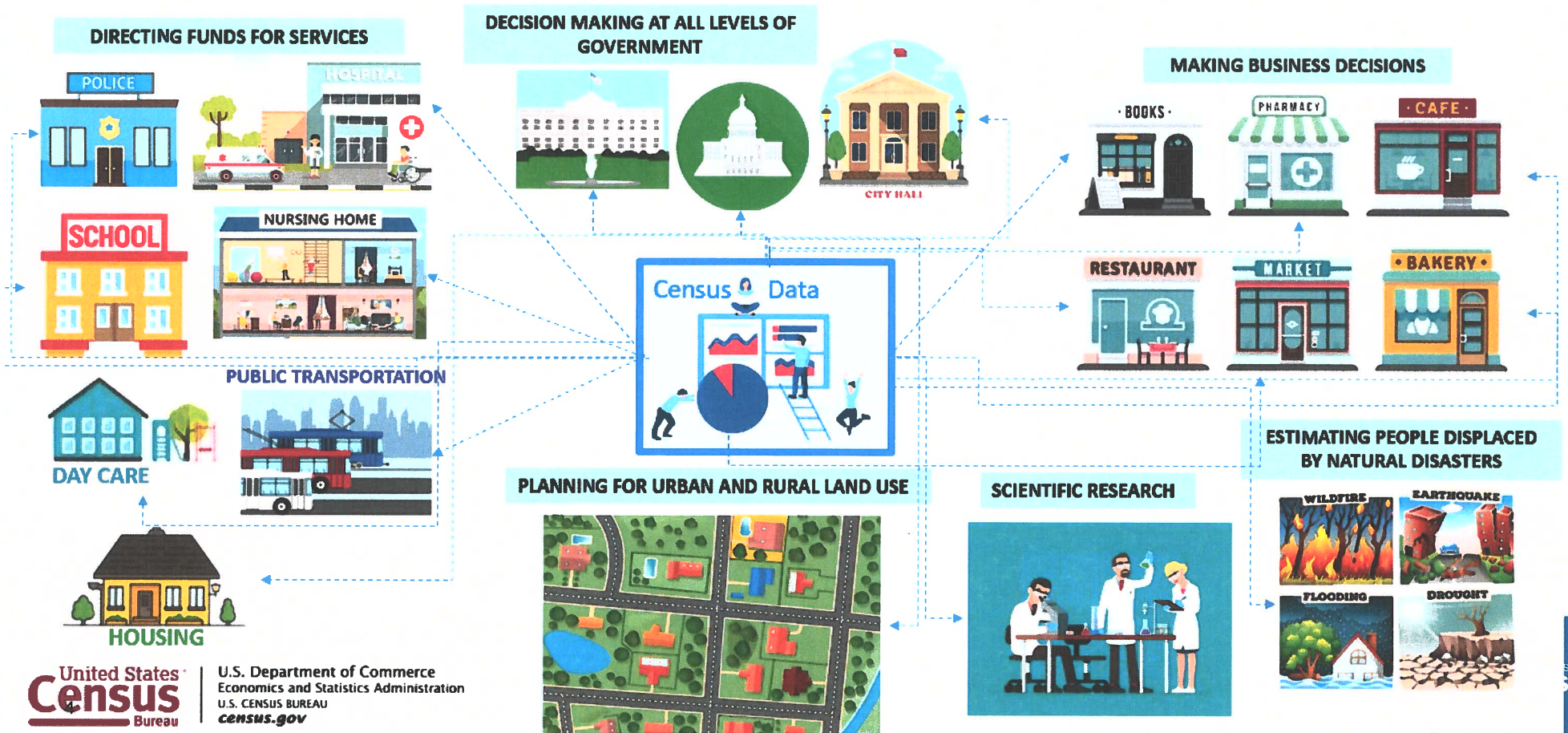
Power

- Re-apportionment of Congressional Seats
- State Redistricting of legislative boundaries

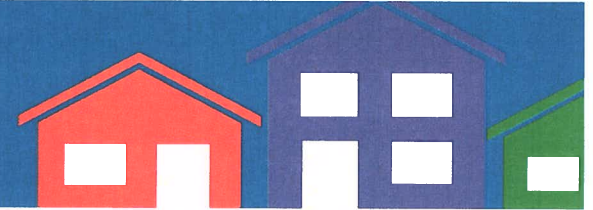
Money

- More than \$675 Billion distributed annually
- Funding distributed based on population

Census Data is important





How the 2020 Census will invite everyone to respond



 **95%** of households will receive their census invitation in the mail.

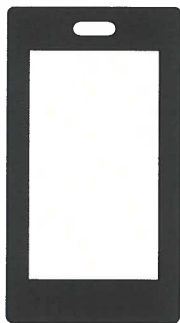


 **Almost 5%** of households will receive their census invitation when a census taker drops it off. In these areas, the majority of households may not receive mail at their home's physical location (like households that use PO boxes or areas recently affected by natural disasters).

 **Less than 1%** of households will be counted in person by a census taker, instead of being invited to respond on their own. We do this in very remote areas like parts of northern Maine, remote Alaska, and in select American Indian areas that ask to be counted in person.

Note: We have special procedures to count people who don't live in households, such as students living in university housing or people experiencing homelessness.

New Abilities to Self Respond



**Internet
In-person**



Phone

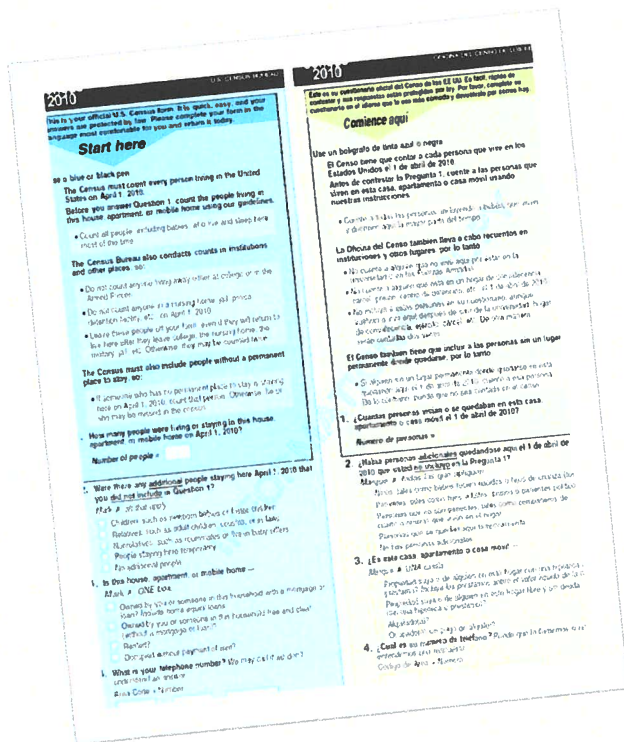


Paper Form



****12 languages plus English will be supported (Internet & Phone)***

English/Spanish Questionnaire



- Determined at the Census Tract Level
- Where 20% or more speak Spanish at home

And

- No member 14 years and older speaks English “very well”

Supporting Linguistically Diverse Populations Language Access

Internet Self-Response (ISR) & Census Questionnaire Assistance (CQA)

- 12 Non-English Languages for ISR* and 13 Non-English Languages for CQA**: Spanish, Chinese, Vietnamese, Korean, Russian, Arabic, Tagalog, Polish, French, Haitian Creole, Portuguese, Japanese
- * *Chinese (Simplified)* for ISR;
- ** *Chinese (Mandarin and Cantonese)* for CQA
- Language Selection Criteria: 60,000 or more housing units

Language Guides (Video and Print) Language Glossaries Language Identification Card

- 59 Non-English Languages
- Language Guides include American Sign Language, braille, large print

Paper Questionnaire & Mailing Materials Field Enumeration Instrument & Materials

- Spanish

Communications and Partnership

- Advertising, Partnership and Promotional Materials in 12 Non-English Languages (minimum)
- Procedures and Materials to Support Partnership Specialists and Partners
- Support Materials for Regional Offices and Partnership Specialists

Your Answers are Protected by Law Title 13 of the U.S. Code

- **The Census is Confidential and required by Law**
- **Results of the Census are reported in Statistical format only**
- **We do not share a respondents personal information or responses with any other government agencies**
- **All Census Employees swear to a lifetime oath to protect respondent information**
- **Penalties for wrongful disclosure - Up to 5 years imprisonment and or a fine of \$250,000**

Census 2020 Mailing Strategy

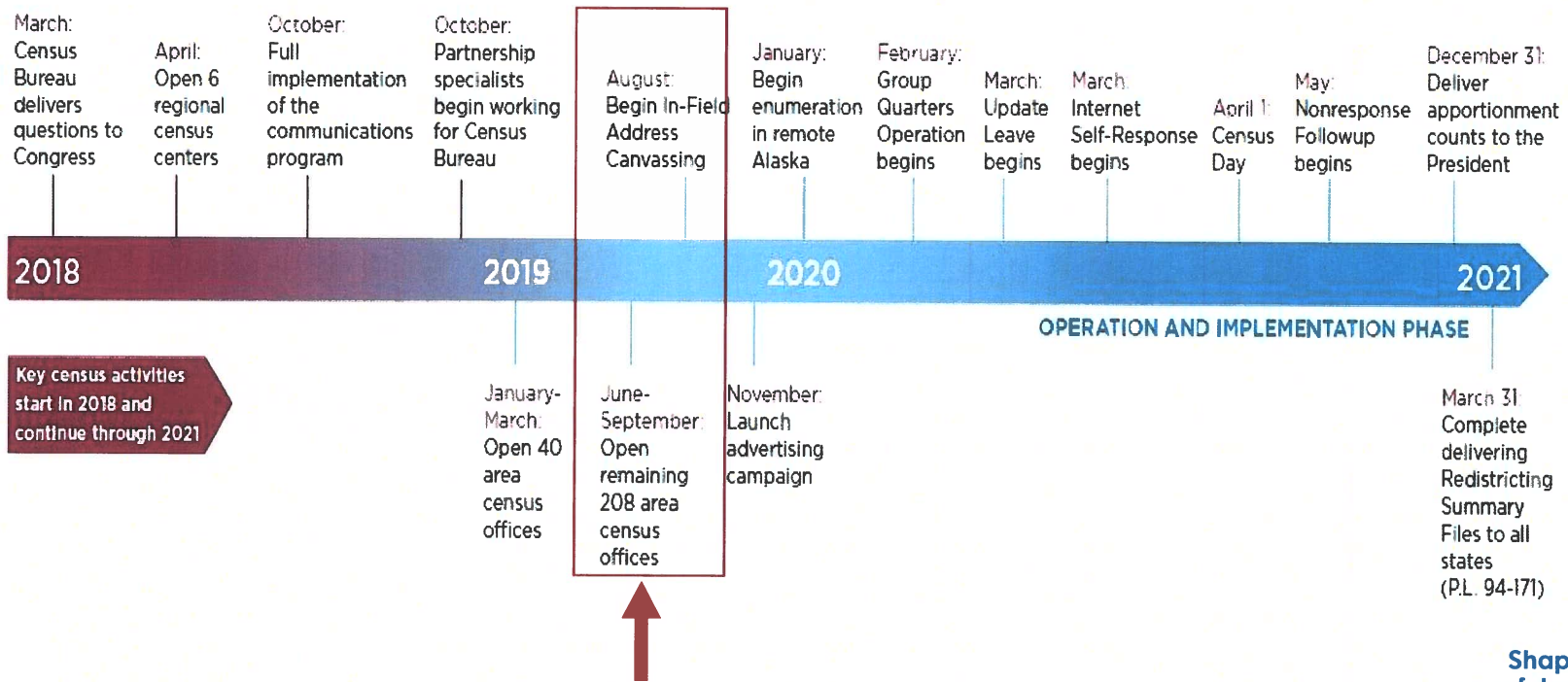
WHAT WE WILL SEND IN THE MAIL	
On or between	You'll receive:
March 12-20	An invitation to respond online to the 2020 Census. (Some households will also receive paper questionnaires.)
March 16-24	A reminder letter.
	If you haven't responded yet:
March 26-April 3	A reminder postcard.
April 8-16	A reminder letter and paper questionnaire.
April 20-27	A final reminder postcard before we follow up in person.

We understand you might miss our initial letter in the mail.

- Every household that hasn't already responded will receive reminders and will eventually receive a paper questionnaire.
- It doesn't matter which initial invitation you get or how you get it—we will follow up in person with all households that don't respond.



2020 Census Timeline



Next Steps

- **Prepare your community to be counted in the 2020 Census**
- **Invite Partnership Specialists and census staff to present at your network meetings, events, festivals. Help us to engage your community**
- **Apply for Census Jobs and Help us to recruit a diverse staff for the ACO's**

2020 Census Jobs

One application qualifies you for any of the following positions:

Position	Pay rate
Office Clerks	\$20.00 per hour
Office Operations Supervisors	\$26.00 per hour
Census Field Supervisors	\$27.50 per hour
Enumerators (Census Takers)	\$25.00 per hour
Recruiting Assistants	\$27.50 per hour

- ✓ Excellent Pay
- ✓ Flexible Hours
- ✓ Paid Training
- ✓ Temporary Positions

Basic Requirements

- 18 years of age or older
- Valid Social Security number
- U.S. Citizen
- Valid email address
- Must apply online

Simple Application

33 Question Assessment
Plus 9 Supervisory questions
if interested in Supervisory
Positions

Apply today!

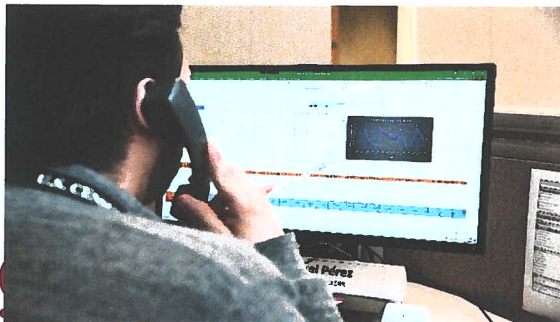
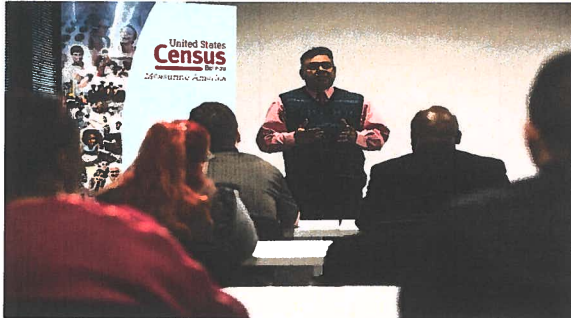
2020census.gov/jobs

Federal Relay Service: (800) 877-8339 TTY / ASCII

www.gsa.gov/fedrelay

1-855-JOB-2020 (1-855-562-2020)

The U.S. Census Bureau is an Equal Opportunity Employer



CENSUS 2020



2020CENSUS.GOV

Shape
your future
START HERE >

United States
Census
2020

Contact Information:

Patricia Ramos-Anderson
Partnership Specialist
Los Angeles Regional Center

Cell: 209-895-9873

email: Patricia.ramos.anderson@2020census.gov

www.census.gov

STAFF REPORT

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

MEETING DATE: **September 17, 2019**

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

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

RECOMMENDATION:

Council Adopt Resolution 2019- ____, adopting the Initial Study / Mitigated Negative Declaration and a Mitigation Monitoring / Reporting Program, and Resolution 2019- _____ approving Site Plan and Design Review 2018-03 to develop the ARCO Service Center adjacent to and southwest of the intersection of Campbell Blvd with Hammatt Ave, adjacent to State Route 99 at the Hammatt Ave interchange (APN# 023-060-001), Livingston, CA.

BACKGROUND AND DISCUSSION:

The applicant, Raja Chandi Group, is proposing to develop the 2.37 acre vacant property into a Highway Service center with several related uses. The applicant proposes to construct an ARCO fueling station, which would provide a total of 10 pumps for dispensing gasoline and diesel fuel to passenger vehicles and light duty trucks under a 5,776 square foot covered canopy. A 6,300 square foot building in the eastern portion of the site would be divided into a proposed 3,800 square foot convenience store and cashiers area, and a 2,500 square foot quick-service restaurant. A 2,641 square foot freestanding structure behind the convenience store and restaurant would contain an automated car wash, which would have one conveyor style wash bay. Near the center of the project site, a two-bay diesel fueling station for heavy-duty trucks with a 1,008 square foot canopy would be constructed which would provide three hi-flow diesel dispensers with four nozzles. The proponent also proposes to construct a stand-alone, full-service restaurant approximately 2,800 square feet in size at the western edge of the site.

The Site has a General Plan designation of Highway Commercial (HC) and is zoned Highway Service Commercial (C-3). The Zoning Code requires a Site Plan / Design Review Approval for any new building in the C-3 Zone. A Conditional Use Permit is also required for a gasoline service station. The property to the north across Campbell Ave is undeveloped land used to grow row crops zoned C-3. To the west of the property is vacant land zoned C-3. State Route 99 is adjacent to the property on the south and Hammatt Ave and the Hammatt Ave interchange with SR 99 are to the east.

The convenience store will be open 24 hours, 7 days per week and will sell the typical snacks, drinks and food items. Beer, wine, and tobacco sales are also proposed in accordance with City regulations. There will be a minimum of two employees at all times with up to 5 employees depending on the needs of the

business. The particulars of the quick-service and full-service restaurants are not known at this time, but will have additional employees and activity at the site.

A total of 77 parking spaces would be provided to serve the proposed uses. Twenty-Five (25) parking spaces would be at the western portion of the site to provide parking for the full-service restaurant. Another 25 spaces would be at the eastern part of the property to serve the cashier area / convenience store and quick-serve restaurant (including 6 employee spaces). An additional 6 limited use vacuum spaces and 1 air / water filling space are provided along the exit path from the automated car wash covered by a 20 foot by 140 foot canopy. Of the 25 spaces located near the cashier area / convenience store and quick-serve restaurant, 2 are handicap accessible spaces, 2 are electric vehicle charging spaces and 1 is a clean air vehicle space. Two (2) handicap accessible spaces are among the parking spaces serving the stand-alone, full service restaurant on the west side of the center. There are also a total of 20 spaces in the fueling bays. This leads to a grand total of 77 vehicle spaces provided.

Access to the Highway Serve Center would be exclusively from Campbell Blvd. No access will be from Hammatt Ave. The main access driveway will be 65 feet wide serving both entering and exiting cars and light duty trucks and exiting heavy-duty trucks near the center of the Campbell Ave frontage. A second 30 foot wide driveway is located at the western edge of the frontage on Campbell Ave. This driveway provides access for cars and light duty trucks to the full-service restaurant and serves as the main entrance for heavy-duty trucks to access the diesel fueling area. The project would connect to existing water, wastewater, storm drain, electrical, gas and communication utilities from the surrounding streets.

A 10 foot wide landscape area will be provided on the north, west, and south borders of the site. A wider (10 feet to approximately 60 feet) landscaping area will be provided on the east side of the site where it merges with the right of way for Hammatt Ave and the Hammatt Ave overpass. A preliminary landscape plan is provided and shows heavy planting of trees, shrubs, and ground cover in these landscape areas and on landscape islands elsewhere on the site. The area to the west of the full-service restaurant is also landscaped to provide a buffer between the restaurant and the truck drive-thru lane to get to the truck fueling area and canopy.

The buildings proposed to be constructed are low slung composed of a stucco finish with parapet style projections defining the entrances and providing a design and architectural enhancement to the façade. The colors are earth tone, a sandy cream for the convenience store / quick serve restaurant and a gold toned medium brown for the stand-alone full-service restaurant. In both of these buildings the parapet style projections are of a complementary darker color (gold toned medium brown and rustic walnut). An orange toned aluminum awning is provided above the main window walls of both buildings. A molding cap in pewter color runs along the tops of all walls and parapet style projections. The fueling canopies are sand colored and the vacuum area canopy and trash enclosures are gold toned medium brown in color.

Various signage is proposed throughout the Center. A 6 ½ foot high monument sign with the ARCO logo and fuel prices is located toward the Campbell Ave / Hammatt Ave corner of the site and a 50 foot high highway sign with ARCO logo and fuel prices is locate toward the southeast corner of the site adjacent to the State Route 99 Freeway. Other ARCO identification signs and logos are along the cashiers area and convenience store and on the fueling area canopies. The colors of this ARCO signage are blue and red consistent with ARCO facilities. Though not identified now, there are spaces on the parapet style projections for the names of the quick-service restaurant and the full-service restaurant. The colors and style of those signs would conform to the standards of those restaurants.

The Planning Commission is the approving body for the Conditional Use Permit and the recommending body for a Site Plan and Design Review with the City Council being the approving body. Therefore, this proposal must go before both bodies.

ENVIRONMENTAL REVIEW:

The construction of this Highway Service center is a “project” subject to review under the California Environmental Quality Act (CEQA). The applicant retained the services of an environmental consultant to meet CEQA requirements which are administered by the City. ARCO representatives prepared an Initial Study which reviews the “project” per the standards and criteria of CEQA and determines whether the “project” would result in any significant environmental effects, as defined by CEQA. If significant effects are determined to result from the “project”, then the applicant identifies and describes feasible mitigation measures which could be undertaken that would avoid the identified significant effects or reduce them to a level that would be less than significant. This is all identified in the Initial Study (IS) and a proposed Mitigated Negative Declaration (MND). The applicant prepared these documents and they were reviewed in detail by City staff and, after City editing, represent the independent analysis and judgment of the City. These documents were circulated to various City departments, other agencies (including CalTrans) and organizations and made available for public review and comment for 30 days starting December 22, 2018, through January 22, 2019. No State agencies submitted any comments. The City Engineer, Police Chief, and Fire Department submitted comments. The City Engineer commented regarding various corrections and clarifications to the document. These corrections and clarifications are addressed in the IS/MND, as revised. Additional Engineering comments propose Conditions of Approval which are addressed in the Analysis section of this Staff Report and are contained in the proposed Resolution approving the Project. Police comments concern access to the Project from Campbell Ave and are also addressed as Conditions in the proposed Resolution approving the Project. The Fire Department notes that its response times and ability to respond to emergencies at this Project are impacted by this Project and several mitigations regarding staffing, equipment, and funding are proposed. These comments do not address the environmental impacts of the Project, but rather operational impacts and matters of City policy. As such, these comments are addressed in the Analysis section of this Staff Report. All environmentally related comments received can be mitigated through corrections / changes to the Document or the imposition of Conditions of Approval. Accordingly, staff has prepared a Resolution which adopts the Mitigated Negative Declaration and incorporates all the proposed Mitigation Measures into the project. The City has also prepared a Mitigation Monitoring / Reporting Plan which summarizes all potential impacts of the project and the associated mitigation measures. The Mitigation Monitoring / Reporting Plan also identifies who is responsible for implementing the mitigation measure and who does the follow up with monitoring / reporting.

ANALYSIS:

The property is vacant and is properly General Planned and Zoned for such a use. The proposed use, as proposed and conditioned, meets the development standards in the City’s Zoning and Development Codes. The use meets the height, setback and lot coverage requirements. The parking required for gas stations is 1 per employee (5 at maximum shift) and for a restaurant is 1 space for every 50 square feet of net floor area for dining and waiting. According to the floor plans, there is 1,250 gross sq. sf. of dining / waiting area for the quick-service restaurant and 1,400 gross sq. ft. of dining / waiting area for the full-service restaurant. This calculates to a total of 58 spaces required (this figure is likely high because the square footage of drink stations, waiter stations, garbage – tray return areas, and other food prep and self-service areas are not known and are not deducted to achieve a net dining / waiting area). As noted in the Project description above, the development provides 77 parking and vehicle holding spaces complying with the City’s parking requirements for both fueling stations and restaurants.

The preliminary landscape plan submitted shows a variety of trees, shrubs, and ground cover to be used for this Project. Staff review of the plant materials verifies that the proposed plants are drought tolerant and consistent with the types of plants the City has allowed and required in previous projects. Further, the signs proposed comply with City standards. The one proposed freestanding sign is 6 ½ ft. high and

8' 4 ½" wide, the Code allows 30 ft. high and 50 sq. ft. in size. The highway sign proposed is 50 ft. high 6' 8 ½" wide with the Code allowing 60 ft. high and 500 sq. ft. in size.

Exterior lighting is not addressed leading staff to recommend a condition of approval to require lighting to be shielded and focused on the building and parking areas. The City has a Design Guide applicable to all new development. Staff has compared the proposed new building's design and colors, as described above, with the Design Guide. The overall design of the new building appears to be consistent with the Design Guide in terms of being compatible in scale with the surrounding area and providing visual interest.

As noted above in the Environmental Review Section, Fire has identified various needs they feel are caused by the project. The need for an OptiCom system is addressed on a proportionate, fair share basis in the proposed Conditions of Approval. The staffing, equipment, and funding needs of the Fire Department are addressed in the proposed Condition of Approval requiring the Project to develop or annex into the recently formed non-residential Community Facilities District (CFD).

RECOMMENDATION:

Staff is of the opinion that the proposed use is consistent with that envisioned for this area and will be an asset to the City providing additional fueling and dining options. Staff feels the site layout and buildings, as proposed and as conditioned, complies with all the requirements and standards applicable. The recommended conditions of approval allows staff to administratively review and approve the landscaping, lighting, and signage as these elements of the Project are detailed during the construction phase of the Project. The proposed Conditions of Approval concerning the CFD and roadway improvements represents City Staff's best judgement to address these Project impacts on a fair and proportional basis. As always, City appointed and elected decision makers may arrive at alternate conclusions based on a wide number of factors including promoting economic development, jobs, and the desire for services. Staff recommends the City Council adopt two separate resolutions: Resolution 2019-____, adopting the Mitigated Negative Declaration with its Mitigation Monitoring / Reporting Program; and Resolution 2019-____, approving Site Plan and Design Review 2018-03, based on the Findings and Conditions of Approval contained in the resolution.

FISCAL IMPACT:

This use is expected to serve a significant number of customers traveling along State Route 99 providing additional jobs, tax revenue and economic development to the City. The applicant estimates that this Project will provide 54 – 57 new jobs for Livingston. The development of this prime corner will help to spur development in the immediate vicinity. This Project acts as an economic generator to the City drawing people from outside the City.

PLANNING COMMISSION ACTIONS AND RECOMMENDATION:

The Planning Commission held a Public Hearing on this request for Site Plan / Design Review 2018-03, on August 13, 2019. In addition to the Site Plan / Design Review, the Planning Commission considered Conditional Use Permit 2018-01, for a gasoline service station and considered and the environmental documents associated with this "project" (Mitigated Negative Declaration, and Mitigation Monitoring / Reporting Plan). The Planning Commission is the approving body (unless appealed) for the Conditional Use Permit and makes recommendation to the City Council on the Site Plan / Design Review. The Planning Commission considered the environmental documents prior to its action on the Conditional Use Permit and its recommendation to the City Council on the Site Plan / Design Review. The applicant representatives appeared at the Hearing and presented their request and answered questions from the Commission. The questions concerned when the applicant would pay for their fair share of the Hammatt

Ave / Campbell Blvd intersection improvements and signalization. Staff responded that this Project's fair share (42.8%) of the intersection improvements was due at occupancy. Discussion revolved around when the remaining 47.2% of the improvement costs would be available. Staff mentioned that another project in the vicinity is going through the entitlement process and would be a contributor. Also, the City is seeking funding through a Community Development Block Grant (CDBG) program application as well as through other sources. Staff anticipates funding will be available for the intersection improvements within a few years, within a year or so of when the Project is constructed and in operation. The Commissioners also discussed if there should be some parking area for heavy-duty trucks and recreational vehicles so they can stop and utilize the sit down restaurant. The applicant responded that, as far as the heavy-duty-trucks, they did not anticipate, nor was it in their experience at their other truck fueling locations, that there is a need for heavy-duty truck parking. After discussion, the Commissioners voted to add two Conditions of Approval to the Site Plan / Design Review to address potential heavy-duty truck and RV parking. These two new Conditions are: (1) the Applicant work with the City to determine if some of the proposed parking spaces could be modified to accommodate RVs or heavy-duty truck parking; and (2) truck parking on Campbell Blvd. adjacent to the site be prohibited. With these added Conditions, the Planning Commission unanimously recommended the City Council approve the environmental document and the Site Plan / Design Review for the ARCO Project.

ATTACHMENTS:

1. Mitigated Negative Declaration Resolution 2019-____
Exhibit "A", Initial Study /Mitigated Negative Declaration, as amended
Table 1-1, Summary of Environmental Impacts and Mitigation Measures
Exhibit "B", Mitigation Monitoring / Reporting Program
2. Site Plan / Design Review Resolution 2019-____
Exhibit "A", Conditions of Approval
3. Project Location and Zoning Map
4. Proposed Site Plan
5. Proposed C- Store and QSR Floor Plan
6. Proposed Restaurant Floor Plan
7. Proposed Exterior Elevations
8. Proposed Canopy Elevations
9. Accessory Structures Plan and Elevation
10. Preliminary Landscape Plan

RESOLUTION 2019-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
ADOPTING THE MITIGATED NEGATIVE DECLARATION AND ADOPTING A
MITIGATION MONITORING/REPORTING PROGRAM FOR THE
ARCO AM-PM PROJECT SITE PLAN & DESIGN REVIEW 2018-03**

WHEREAS, pursuant to Livingston Municipal Code (“LMC”) section 5-6-7, Raja Chandi Group, Applicant and Blaine and Kathy Yagi, Owners, have applied for a Site Plan and Design Review approval for the ARCO AM-PM Project which consists of: a gasoline service station; truck fueling station; convenience store; full-service restaurant; quick-service restaurant; car wash; and associated driveways, circulation, parking, landscaping, lighting, and signage at and southwest of the corner of the Campbell Blvd/Hammatt Ave intersection adjacent to State Route 99 at the Hammatt Ave interchange (APN 023-060-001) in the City of Livingston; and

WHEREAS, these developments are deemed a Project within the meaning of the California Environmental Quality Act (CEQA); and

WHEREAS, the City of Livingston has caused to be prepared an Initial Study/Mitigated Negative Declaration (IS/MND) addressing the potential environmental effects of the ARCO AM-PM Project in accordance with the requirements of CEQA, which is attached hereto as Exhibit “A” and is hereby incorporated by reference; and

WHEREAS, a Notice of Intent to adopt a MND was posted at the Merced County Clerk’s office on December 22, 2018; and

WHEREAS, the IS/MND was circulated for public and agency review and comment in accordance with the requirements of CEQA from December 22, 2018, through January 22, 2019, and three comments were received from City Departments; and

WHEREAS, the City Planning Commission held a public hearing on the proposed project on February 12, 2019, which was properly noticed by posting, a newspaper ad and a mailing to adjacent properties within 300 feet or more of the site, which was continued to February 25, 2019, and again continued to March 12, 2019, and, again, held on August 13, 2019, which has been properly noticed by posting, a newspaper ad and a mailing to adjacent properties within 300 feet or more of the site; and

WHEREAS, the Planning Commission had reviewed and independently considered the analysis and conclusions of the IS/MND; and

WHEREAS, the Planning Commission had reviewed and considered any and all comments on the IS/MND made at the public hearings; and

WHEREAS, the City has prepared a Mitigation Monitoring/Reporting Program for the ARCO AM-PM Project attached hereto as Exhibit “B” and is hereby incorporated by reference; and

WHEREAS, on August 13, 2019, the Livingston Planning Commission adopted Resolution 2019-06, which adopted the IS/MND for the Conditional Use Permit for the subject new development as contained within Exhibit “A” attached hereto with Table 1-1 (summarizing the impacts and mitigation measures) also attached, and which also adopted the Mitigation Monitoring / Reporting Program as it pertained to the Conditional Use Permit; and

WHEREAS, on August 13, 2019, the Livingston Planning Commission adopted Resolution 2019-08, which recommended to the City Council Approval of Site Plan and Design Review 2018-03 for the ARCO AM-PM Project; and

WHEREAS, the City Council held a public hearings on the proposed project on September 17, 2019, which was properly noticed by posting, a newspaper ad and a mailing to adjacent properties within 300 feet or more of the site; and

WHEREAS, the City Council has reviewed and independently considered the analysis and conclusions of the IS/MND; and

WHEREAS, the City Council has reviewed and considered any and all comments on the IS/MND made at the public hearings.

NOW, THEREFORE, BE IT RESOLVED that the Livingston City Council hereby adopts Resolution 2019-____, which adopts the IS/MND for the subject new development as contained within Exhibit “A” attached hereto with Table 1-1 (summarizing the impacts and mitigation measures) also attached.

BE IT FURTHER RESOLVED that the Livingston City Council hereby adopts the Mitigation Monitoring/Reporting Program for the project as contained within City Council Resolution 2019-____, Exhibit “B”.

Passed and adopted this 17th day of September, 2019, by the following vote:

AYES:
NOES:
ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 17th day of September, 2019.

Antonio Silva, City Clerk
of the City of Livingston

EXHIBIT “A”

FINAL
**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

**FOR THE
HAMMATT AVENUE ARCO PROJECT
LIVINGSTON, CA**

August 2019

**FULL DOCUMENT
AVAILABLE ON THE CITY
WEBSITE AT
www.livingstoncity.com**

Prepared for:

City of Livingston
1416 C Street
Livingston, CA 95334
209-394-8041

Prepared by:

BaseCamp Environmental, Inc.
115 S. School Street, Suite 14
Lodi, CA 95240
209-224-8213



**TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES**

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
3.1 AESTHETICS			
a) Scenic Vistas	NI	None required	
b) Scenic Resources	NI	None required	
c) Visual Character and Quality	LS	None required	
d) Light and Glare	LS	None required	
3.2 AGRICULTURE AND FORESTRY RESOURCES			
a) Agricultural Land Conversion	NI	None required	
b) Agricultural Zoning and Williamson Act	NI	None required	
c, d) Forest Land Conversion and Zoning	NI	None required	
e) Indirect Conversion of Farmland of Forest Land	NI	None required	
3.3 AIR QUALITY			
a) Air Quality Plan Consistency	LS	None required	
b) Violation of Air Quality Standards	LS	None required	
c) Cumulative Emissions	LS	None required	
d) Exposure of Sensitive Receptors to Pollutants	LS	None required	
e) Odors	LS	None required	
3.4 BIOLOGICAL RESOURCES			
a) Special-Status Species	NI	None required	

TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
b) Riparian and Other Sensitive Habitats	NI	None required	
c) Wetlands	NI	None required	
d) Fish and Wildlife Movement	NI	None required	
e) Local Biological Requirements	NI	None required	
f) Conflict with Habitat Conservation Plans	NI	None required	
3.5 CULTURAL RESOURCES			
a, b) Historical and Archaeological Resources	PS	CULT-1: If any subsurface cultural or paleontological resources are encountered during project construction, all construction activities in the vicinity of the encounter shall be halted until a qualified archaeologist or paleontologist, as appropriate, can examine these materials and make a determination of their significance. If the resource is determined to be significant, recommendations shall be made on further mitigation measures needed to reduce potential effects on the resource to a level that would be less than significant. Such measures could include 1) preservation in place or 2) excavation, recovery and curation by qualified professionals. The City of Livingston Community Development Department shall be notified of any find, and the ODS shall be responsible for retaining qualified professionals, implementing recommended mitigation measures, and documenting mitigation efforts in a written report to the CDD, consistent with the requirements of the CEQA Guidelines.	LS
c) Paleontological Resources and Unique Geological Features	PS	Mitigation Measure CULT-1.	LS

TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
d) Human Burials	PS	CULT-2: Project construction shall comply with the provisions of CEQA Guidelines Section 15064.5(e) regarding the treatment of any human burials encountered, including halting all work in the vicinity of the find and notifying the County Coroner.	LS
3.6 GEOLOGY AND SOILS			
a-1) Fault Rupture Hazards	NI	None required	
a-2, 3) Seismic Hazards	LS	None required	
a-4) Landslides	NI	None required	
b) Soil Erosion	PS	GEO-1: The ODS shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the project and file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) prior to commencement of construction activity, in compliance with the Construction General Permit and City of Livingston storm water requirements. The SWPPP shall be available on the construction site at all times. The ODS shall incorporate an Erosion Control Plan consistent with all applicable provisions of the SWPPP within the site improvement and building plans. The ODS shall submit the SWRCB Waste Discharger's Identification Number (WDID) to the City prior to approval of development or grading plans.	LS
c) Geologic Instability	LS	None required	
d) Expansive Soils	LS	None required	
e) Adequacy of Soils for Wastewater Disposal	NI	None required	

TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
3.7 GREENHOUSE GAS EMISSIONS			
a, b) Project GHG Emissions and Consistency with GHG Reduction Plans	LS	None required	
3.8 HAZARDS AND HAZARDOUS MATERIALS			
a, b) Hazardous Material Transport, Use, and Potential Release	LS	None required	
c) Hazardous Materials Releases near Schools	NI	None required	
d) Hazardous Materials Sites	NI	None required	
e, f) Public Airport and Private Airstrip Operations	NI	None required	
g) Emergency Response and Evacuations	LS	None required	
h) Wildland Fire Hazards	LS	None required	
3.9 HYDROLOGY AND WATER QUALITY			
a, f) Surface Waters and Water Quality	PS	<p>HYDRO-1: The ODS shall submit a Storm Water Quality Plan that shall include post-construction Best Management Practices (BMPs) as required by the SWMP. The Storm Water Quality Plan will be reviewed and approved by the City of Livingston Public Works Department prior to approval of project improvement plans.</p> <p>HYDRO-2: The ODS shall if required execute a Maintenance Agreement with the City for stormwater BMPs prior to receiving a Certificate of Occupancy. The ODS must remain the responsible party and provide funding for the</p>	LS

**TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES**

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
		operation, maintenance and replacement costs of the proposed treatment devices built for the subject property.	
		HYDRO-3: The ODS shall comply with any and all requirements of, and pay all associated fees as required by, the City's Storm Water Pollution Prevention Program as set forth in its NPDES Storm Water Permit.	
b) Groundwater Supplies and Recharge	LS	None required	
c, d, e) Drainage Patterns and Runoff	LS	None required	
g, h) Residences and Other Structures in 100-Year Floodplain	NI	None required	
i) Dam and Levee Failure Hazards	LS	None required	
j) Seiche, Tsunami, and Mudflow Hazards	NI	None required	
3.10 LAND USE AND PLANNING			
a) Division of Established Communities	NI	None required	
b) Conflicts with Plans, Policies and Regulations Mitigating Environmental Effects	LS	None required	
c) Conflict with Habitat Conservation Plans	NI	None required	
3.11 MINERAL RESOURCES			
a, b) Availability of Mineral Resources	NI	None required	
3.12 NOISE			
a) Exposure to Noise Exceeding Local Standards	LS	None required	

TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
b) Groundborne Vibrations	NI	None required	
c) Permanent Increase in Ambient Noise	LS	None required	
d) Temporary or Periodic Increase in Ambient Noise	LS	None required	
e, f) Public Airport and Private Airstrip Noise	NI	None required	
3.13 POPULATION AND HOUSING			
a) Population Growth Inducement	LS	None required	
b, c) Displacement of Housing or People	NI	None required	
3.14 PUBLIC SERVICES			
a) Fire Protection	LS	None required	
b) Police Protection	LS	None required	
c) Schools	LS	None required	
d, e) Parks and Other Public Facilities	LS	None required	
3.15 RECREATION			
a, b) Recreational Facilities	LS	None required	
3.16 TRANSPORTATION/TRAFFIC			
a) Conflict with Transportation Plans, Ordinances and Policies	PS	TRANS-1: The ODS will be required to pay fair share costs of the recommended transportation improvements as described in the approved traffic study for the project. If required, to address short-term traffic concerns, the ODS	LS

**TABLE 1-1
SUMMARY OF ENVIRONMENTAL IMPACTS AND MITIGATION MEASURES**

Potential Impact	Significance Before Mitigation Measures	Mitigation Measures	Significance After Mitigation Measures
		shall construct necessary improvements as specified in the Conditions of Approval, or as determined by the City Engineer.	
b) Conflict With Congestion Management Program	NI	None required	
c) Air Traffic Patterns	NI	None required	
d) Traffic Hazards	LS	None required	
e) Emergency Access	LS	None required	
f) Conflict with Non-vehicular Transportation Plans	NI	None required	
3.17 UTILITIES AND SERVICE SYSTEMS			
a, b, e) Wastewater Systems	LS	None required	
b, d) Water Systems and Supply	LS	None required	
c) Stormwater Systems	LS	None required	
f, g) Solid Waste Services	LS	None required	
3.18 MANDATORY FINDINGS OF SIGNIFICANCE			
a) Findings on Biological and Cultural Resources	PS	Mitigation Measure CULT-1 and CULT-2.	LS
b) Findings on Individually Limited but Cumulatively Considerable Impacts	LS	None required	
c) Findings on Adverse Effects on Human Beings	LS	None required	

EXHIBIT “B”

**MITIGATION MONITORING/
REPORTING PROGRAM**

FOR THE

**HAMMATT AVENUE ARCO PROJECT
LIVINGSTON, CA**

August 2019

Prepared for:

City of Livingston
1416 C Street
Livingston, CA 95334
209-394-8041

Prepared by:

BaseCamp Environmental, Inc.
115 S School Street, Suite 14
Lodi, CA 95240
209-224-8218

MITIGATION MONITORING/ REPORTING PROGRAM FOR THE HAMMATT AVENUE ARCO PROJECT

1.0 INTRODUCTION

The City of Livingston is considering approval of the Initial Study/Mitigated Negative Declaration (IS/MND) for the Hammatt Avenue Arco Project (the “project”). This document is the Mitigation Monitoring/Reporting Program (MMRP) for the project, which will be adopted by the City in conjunction with adoption of the IS/MND and consideration of the proposed project. The primary source document for the MMRP is the IS/MND.

1.1 THE PROJECT

The proposed project involves proposed development of an ARCO fueling station, convenience store, truck fueling station, two restaurants and other commercial structures on 2.37 acres at the intersection of Campbell Boulevard and Hammatt Avenue, in the City of Livingston, adjacent to SR 99 freeway.

1.2 CEQA REQUIREMENTS REGARDING MITIGATION MONITORING AND REPORTING

To ensure that mitigation measures included in an IS/MND are implemented, CEQA requires the adoption of a mitigation monitoring or reporting program (CEQA Guidelines Section 15074). The Guidelines require that the lead agency:

" . . . adopt a program for reporting on or monitoring the changes which it has either required in the project or made a condition of approval to mitigate or avoid significant environmental effects."

These requirements are met by the Mitigation Monitoring/Reporting Program table for the project shown in Section 2.0 of this document. The table lists all of the potentially significant environmental effects of the project that were identified in the IS/MND, identifies all of the mitigation measures that address these effects, and identifies the entities that would be responsible for implementing and monitoring implementation of the mitigation measures.

2.0 MITIGATION MONITORING/REPORTING PLAN

The following table summarizes the significant environmental effects that could result from approval of the project, based on the analysis contained in the IS/MND. The table identifies 1) each significant effect, or in many cases issue areas where no significant effect would occur, 2) how each significant effect would be mitigated, 3) the responsibility for implementation of mitigation measures, and 4) the responsibility for monitoring of mitigation measures. The table follows the same sequence as the impact analysis in the IS/MND.

IMPACT/MITIGATION MEASURES	IMPLEMENTATION RESPONSIBILITY AND TIMING/SCHEDULE	MONITORING/REPORTING RESPONSIBILITY	SOURCE INFORMATION
3.1 AESTHETICS			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.2 AGRICULTURE RESOURCES			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.3 AIR QUALITY			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.4 BIOLOGICAL RESOURCES			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.5 CULTURAL RESOURCES			
Potential Impacts on Historic and Archeological Resources.			
<p>CULT-1: If any subsurface cultural or paleontological resources are encountered during construction of the project, all construction activities in the vicinity of the encounter shall be halted until a qualified archaeologist or paleontologist, as appropriate, can examine these materials, make a determination of their significance and, if significant, recommend further mitigation measures that would reduce potential effects to a less than significant; such measures could include 1) preservation in place or 2) excavation, recovery and curation by qualified professionals. The City of Livingston Community Development Department shall be notified, and the project developer shall be responsible for retaining qualified professionals, implementing recommended mitigation measures and documenting</p>	<p>The ODS will be responsible for notifying the City and retaining a qualified archaeologist or paleontologist to examine resources unearthed by project construction. The qualified professional will be responsible for evaluating and reporting on the resources encountered and recommending further mitigation as required to</p>	<p>The City will be responsible for oversight and periodic inspection of project construction. If cultural resources are unearthed, the City will be responsible for oversight of the qualified professional(s) and review and acceptance of any proposed mitigation measures recommended in the professional report.</p>	<p>IS/MND, Section 3.5</p>

IMPACT/MITIGATION MEASURES	IMPLEMENTATION RESPONSIBILITY AND TIMING/SCHEDULE	MONITORING/REPORTING RESPONSIBILITY	SOURCE INFORMATION
mitigation efforts in a written report to the City Community Development Department, consistent with the requirements of the CEQA Guidelines.	reduce potential impacts to a less than significant level, consistent with the CEQA Guidelines.		
Potential Impacts on Human Burials.			
CULT-2. Project construction shall comply with the provisions of CEQA Guidelines Section 15064.5(e) regarding the treatment of any human burials encountered, including halting all work in the vicinity of the find and notifying the County Coroner.	The ODS will be responsible for halting work as required, for notification of the City and the County Coroner and retaining qualified professionals as required to comply with CEQA Guidelines, including preparation and submittal of a written report to the City.	The City will be responsible for overseeing project construction and notification of the responsible parties if human burials are unearthed. The City will be responsible for review and acceptance of any recommendations as well as for ensuring that recommendations are implemented.	IS/MND, Section 3.5
3.6 GEOLOGY AND SOILS			
Potential Impacts on Soil Erosion.			
GEO-1: The ODS shall prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) for the project and file a Notice of Intent (NOI) with the State Water Resources Control Board (SWRCB) prior to commencement of construction activity, in compliance with the Construction General Permit and City of Livingston storm water requirements. The SWPPP shall be available on the construction site at all times. The ODS shall incorporate an Erosion Control Plan consistent with all applicable provisions of the SWPPP within the site improvement and building plans. The ODS shall submit the SWRCB Waste Discharger's Identification Number (WDID) to the City prior to approval of development or grading plans.	The ODS will be responsible for compliance with the State General Permit for Construction, including preparation of the SWPPP, Filing of the Notice of Intent and submittal of the WDID number to the City.	The City will be responsible for overseeing ODS compliance with the Construction General Permit.	IS/MND, Section 3.6

IMPACT/MITIGATION MEASURES	IMPLEMENTATION RESPONSIBILITY AND TIMING/SCHEDULE	MONITORING/REPORTING RESPONSIBILITY	SOURCE INFORMATION
----------------------------	---	-------------------------------------	--------------------

3.7 GREENHOUSE GAS EMISSIONS

The IS/MND does not identify significant effects or mitigation measures in this issue area.

3.8 HAZARDS AND HAZARDOUS MATERIALS

The IS/MND does not identify significant effects or mitigation measures in this issue area.

3.9 HYDROLOGY AND WATER QUALITY

Potential Impacts on Surface Waters and Water Quality

HYDRO-1: The ODS shall submit a Storm Water Quality Plan for the project that shall include post-construction Best Management Practices (BMPs) as required by the SWMP. The Storm Water Management Plan will be reviewed and approved by the City of Livingston Public Works Department prior to approval of project improvement plans.

HYDRO-2: The ODS shall if required execute a Maintenance Agreement with the City for stormwater BMPs prior to receiving a Certificate of Occupancy. The ODS must remain the responsible party and provide funding for the operation, maintenance and replacement costs of the proposed treatment devices built for the subject property.

HYDRO-3: The ODS shall comply with any and all requirements of, and pay all associated fees as required by, the City's Storm Water Pollution Prevention Program as set forth in its NPDES Storm Water Permit.

The ODS will be responsible of preparation and submittal of the Storm Water Quality Plan and Maintenance Agreement for City review and approval. The ODS will provide required funding and pay storm water-associated fees as required.

The City will be responsible for overseeing SWMP compliance, including any required fee payments, and for review and approval of the Storm Water Quality Plan and Maintenance Agreement.

IS/MND, Section 3.9

3.10 LAND USE

The IS/MND does not identify significant effects or mitigation measures in this issue area.

IMPACT/MITIGATION MEASURES	IMPLEMENTATION RESPONSIBILITY AND TIMING/SCHEDULE	MONITORING/REPORTING RESPONSIBILITY	SOURCE INFORMATION
3.11 MINERAL RESOURCES			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.12 NOISE			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.13 POPULATION AND HOUSING			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.14 PUBLIC SERVICES			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.15 RECREATION			
The IS/MND does not identify significant effects or mitigation measures in this issue area.			
3.16 TRANSPORTATION			
Conflict with Transportation Plans, Ordinances and Policies.			
TRANS-1: The ODS will be required to pay fair share costs of the recommended transportation improvements as described in the approved traffic study for the project. If required, to address short-term traffic concerns, the ODS shall construct necessary improvements as specified in the Conditions of Approval, or as determined by the City Engineer.	The ODS will be responsible for payment of fair share costs and construction of necessary short-term improvements as required by the City.	The City will be responsible for ensuring that fair share costs are paid and that necessary short-term improvements are designed and constructed if required.	IS/MND, Section 3.16

IMPACT/MITIGATION MEASURES	IMPLEMENTATION RESPONSIBILITY AND TIMING/SCHEDULE	MONITORING/REPORTING RESPONSIBILITY	SOURCE INFORMATION
----------------------------	---	-------------------------------------	--------------------

3.17 UTILITIES AND SERVICE SYSTEMS

The IS/MND does not identify significant effects or mitigation measures in this issue area.

3.18 MANDATORY FINDINGS OF SIGNIFICANCE

The IS/MND does not identify significant effects or mitigation measures in this issue area.

RESOLUTION 2019-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING OF THE SITE PLAN AND DESIGN REVIEW 2018-03 FOR
THE ARCO AM-PM PROJECT**

WHEREAS, pursuant to Livingston Municipal Code (“LMC”) section 5-6-7, Raja Chandi Group, Applicant, and Blaine and Kathy Yagi, Owners, have applied for a Site Plan and Design Review approval to develop the ARCO AM-PM Project which consists of: a gasoline service station; convenience store; full-service restaurant; quick-service restaurant; car wash; and associated driveways, circulation, parking, landscaping, lighting, and signage at and southwest of the corner of the Campbell Blvd/Hammatt Ave intersection adjacent to State Route 99 at the Hammatt interchange (APN 023-060-001) in the City of Livingston; and

WHEREAS, the site is zoned Highway Service Commercial (C-3), and has a General Plan designation of Highway Commercial (HC) according to the official zoning map of the City of Livingston and the 1999 Livingston General Plan; and

WHEREAS, LMC Section 5-6-7 requires the approval of a Site Plan and Design Review for new structures within the C-3 district to assure compatibility, harmony in appearance in neighborhoods, reduction of negative impacts of nonaesthetic development, and orderly development of the community; and

WHEREAS, on August 13, 2019, the Livingston Planning Commission adopted Resolution 2019-08, which recommended to the City Council Approval of Site Plan and Design Review 2018-03 for the ARCO AM-PM Project, and

WHEREAS, a public hearing for the proposed project has been properly noticed by posting, a newspaper ad and a mailing to adjacent properties within 300 feet or more of the site; and

WHEREAS, the City Council has considered the environmental effects of the project and has adopted a Mitigated Negative Declaration and adopted a Mitigated Monitoring / Reporting Program; and

WHEREAS, Staff has reviewed the project with reference to the 1999 General Plan, the Zoning Ordinance (specifically Sections 5-6-7 “C” thru “E”) and the adopted Livingston Design Guidelines; and finds that, based on the evidence documented within the associated staff report and proceedings of the public hearing, the proposed use, its site plan and design, is consistent with the General Plan, complies with the Zoning Ordinance in that the site plan and design meets the zoning standards and requirements (including those specifically referenced above), and meets the intent and guidance of the Livingston Design Guidelines; and

WHEREAS, the City Council has reviewed and considered any and all comments on the Site Plan and Design Review made at the public hearing.

NOW, THEREFORE, BE IT RESOLVED that the Livingston City Council hereby adopts Resolution 2019-____, approving the Site Plan and Design of the subject new development.

BE IT FURTHER RESOLVED, that the Conditions of Approval within City Council Resolution 2019-____, Exhibit A, are hereby approved.

Passed and adopted this 17th day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 17th day of September, 2019.

Antonio Silva, City Clerk
of the City of Livingston

Exhibit A
Conditions of Approval

1. The Developer shall comply with all federal, state and local laws, policies, standards and requirements applicable to this use and obtain a building permit and all other permits applicable to this use and shall pay all fees and exactions applicable to such a use; and
2. The Developer shall comply with all the conditions of the associated Use Permit 2018-03 Planning Commission Resolution of Approval; and
3. The Developer shall repair any damage to City facilities such as curb, gutter, sidewalk, streets and alleys caused by construction; and
4. The Developer shall indemnify, defend and hold harmless the City and its officials, officers, employees, agents, and consultants from any and all legal or administrative actions or other proceedings challenging this approval or any subsequent approval associated with this project; and
5. The development of the site shall be consistent with approved plans, elevations, and colors. Provisions shall be made to accommodate bicycle parking. Minor variations from approved plans, elevations, and colors may be allowed at the review and approval of City staff; and
6. The developer and/or operator shall submit all exterior signs (including for the two proposed restaurants) for Planning administrative review and approval consistent with the submitted site plan and City's signage regulations prior to obtaining a sign permit from the Building Division; and
7. The developer shall submit landscape plans, consistent with the preliminary landscape plan, for Planning administrative review and approval specifying plant selection, size and irrigation. Such plants shall be drought tolerant; and
8. All exterior lighting fixtures shall be noted on an exterior lighting plan subject to staff review and approval, and such lighting shall be shielded and directed to areas on the subject property itself and shall avoid shining toward adjacent properties and State Route 99; and
9. The property is located within the Merced Irrigation District Drainage Improvement District No. 1 and subject to storm drainage fees if drainage is directed offsite to any MID facility. If applicable, a storm drainage agreement must be executed with MID; and
10. The developer and/or operator shall comply with the 22 conditions listed in the Memo dated February 21, 2019, from City Engineer Mario Gouveia to Contract City Planner Randy Hatch. The time period for compliance with conditions 15, 16, and 17 as listed in the memo noted above shall be 7 years after the Certificate of Occupancy is issued for the convenience store/cashiers area; and
11. The Developer and/or operator shall submit the plans for the trash enclosures for City staff review and approval after access to the enclosures have been approved by Gilton Solid Waste Management; and

12. The Developer and/or operator shall keep the site free from trash and debris and shall maintain the premises in a clean and orderly manner; and
13. The applicant and/or operator shall work with the City to determine if some of the proposed parking spaces could be made into RV or truck parking spaces; and
14. Truck parking on Campbell Blvd adjacent to the property shall be prohibited.

GOUVEIA ENGINEERING

MEMORANDUM

TO: Randy Hatch, Contract City Planner

FROM: Mario B. Gouveia, City Engineer

SUBJECT: Engineering Review Comments for Arco SPDR 2018-03 Application - REVISED

DATE: February 21, 2019

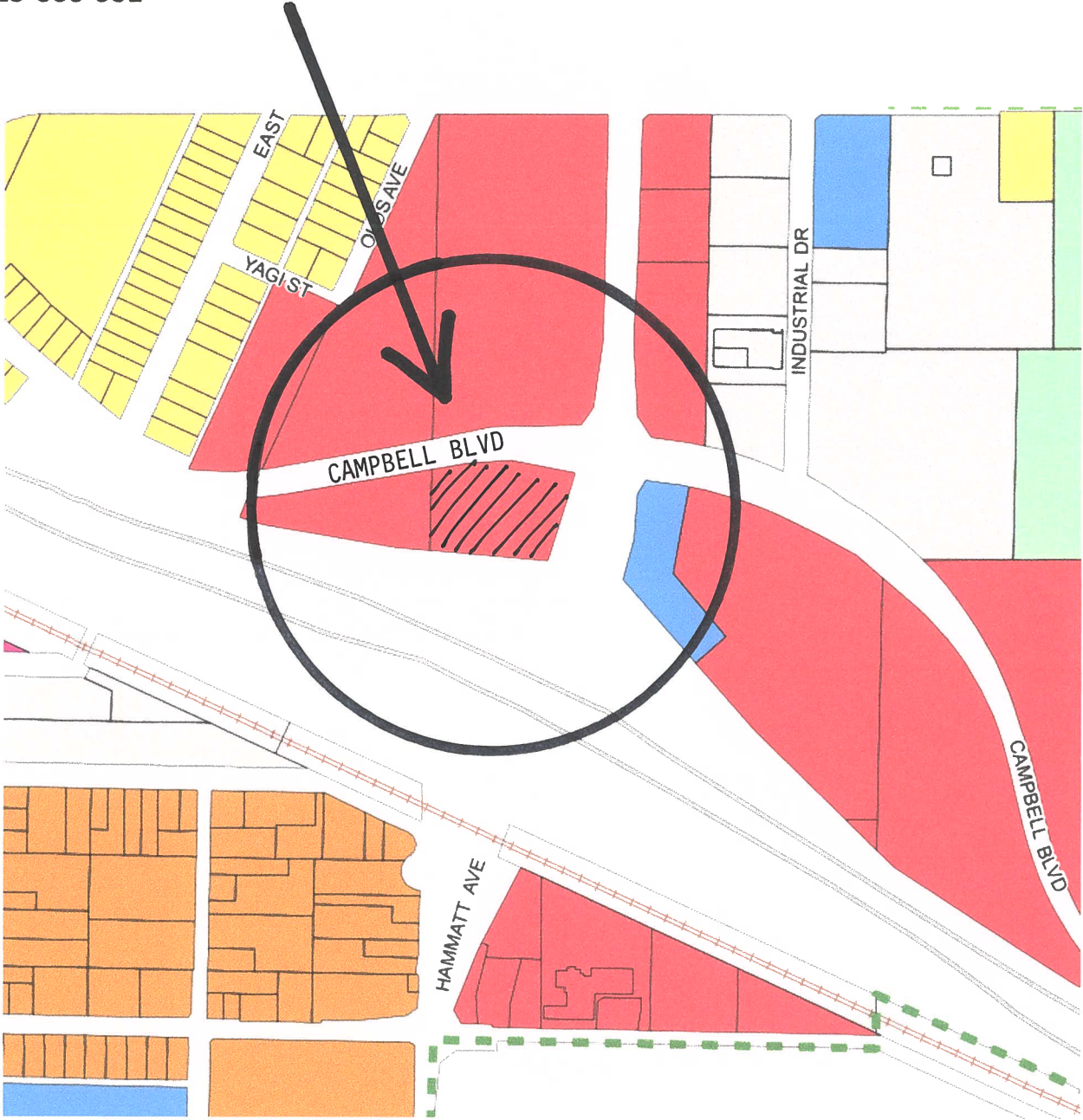
CC: Jose Antonio Ramirez, City Manager

These are the Engineering review comments for the Arco SPDR 2018-03 application.

1. Provide improvement plans for site development, utilities, drainage facilities, landscaping, site lighting, grading, and erosion control.
2. Public improvements shall conform to the latest edition of the City of Livingston Improvement Standards and all applicable State, Federal, and local laws and regulations.
3. Provide a soils report for project site prepared by a California registered geotechnical engineer.
4. Prepare a Storm Water Pollution Prevention Plan (SWPPP) pursuant to the California Water Resources Control Board Order No. 2009-0009-DWQ, NPDES No. CA000002 and the City of Livingston's MS4 Phase II Permit for construction activities. Prepare an Erosion Control Plan for storm water and construction BMPs. Applicant shall provide a WDID number prior to approval of the improvement plans.
5. Provide low impact development (LID) and source control measures for storm water management pursuant to the City of Livingston's Post-Construction Standards Plan.
6. Prepare a Dust Control Plan (DCP) and file the Plan with the San Joaquin Valley Air Pollution Control District for construction activities pursuant to Regulation VIII (Rules 8011-8081).
7. Prepare grading and encroachment permits for the project. Applicant shall pay the permit fee, plan check and inspection fees, and furnish improvement securities pursuant to the City's improvement standards, municipal code, and ordinances.
8. Applicant shall pay all applicable development impact fees for Municipal Facilities, Police, Fire Protection, Streets and Bridges, Water, Domestic Wastewater, Storm Drainage, and Parks.
9. The parcel shall be annexed to the City's Landscape and Lighting Maintenance District, Benefit Assessment District, and Community Facilities District for all required and applicable assessments.
10. Install a new 10-inch water main on Campbell Boulevard for all proposed domestic, irrigation, and fire service connections. The new water line shall be connected to the existing 12-inch main on Hammatt Avenue and shall extend the length of the property line. Connections shall include water meters, backflow preventers, post indicator valves, and fire department connections as applicable.

11. Connect to the existing 12-inch sewer main on Campbell Boulevard for sanitary service, thrash enclosure floor drain, and car wash drain. Developer to submit hydraulic calculations to verify there is adequate capacity on the existing line to handle the additional project wastewater flows. Provide a grease interceptor at all onsite kitchen connections.
12. Connect to existing 18-inch storm drain line on Campbell Boulevard for storm runoff from street frontage improvements and all on-site impermeable areas. Developer to submit hydraulic calculations to verify there is adequate capacity on both the existing line and storm basin to handle the additional project storm runoff. Construct new storm line and/or expand the existing basin as required to accommodate the additional storm water volume from the project site. Provide sand oil separator for all surface runoff from parking lots, fueling areas, and drive isles.
13. Dedicate right of way and public utility easement for the south half of Campbell Boulevard and construct street improvements pursuant to Arterial Standards (110-ft divided 4-Lane). Roadway pavement shall be widened to ultimate street width within the project frontage and transitioned to existing pavement as required. Curb, gutter, and sidewalk and other required street frontage improvements shall extend the length of the property line. Construct all required frontage improvements per City standards or as approved by the City Engineer.
14. Pay fair share of 42.8% for constructing a traffic signal at the intersection of Hammatt Avenue and Campbell Avenue to mitigate the excessive vehicle delays as a result of the project. The traffic signal shall be constructed with turn movements in accordance with the project's Transportation Impact Analysis and the required roadway configuration/traffic signal layout pursuant to Arterial Standards.
15. Pay fair share of 35.2% for constructing a traffic signal at the intersection of Hammatt Avenue and SR 99 Northbound Ramps to mitigate the deteriorated Level of Service as a result of the project.
16. Pay fair share of 28.9% for constructing a traffic signal at the intersection of Hammatt Avenue and SR 99 Southbound Ramps to mitigate the deteriorated Level of Service as a result of the project.
17. Pay fair share of 19.1% for constructing a traffic signal at the intersection of Hammatt Avenue and F Street to mitigate the deteriorated Level of Service as a result of the project.
18. Provide on-site and off-site ADA accessible path for pedestrians and bicyclists.
19. Protect from damage all existing street improvements designated to remain in place.
20. Car wash discharges to the storm drain system are prohibited. Applicant shall apply for a City Industrial Wastewater Permit for any car wash discharges to the sanitary sewer system.
21. Access to trash enclosure to be reviewed and approved by Gilton Solid Waste Management.
22. Applicant shall consult with Caltrans for any project requirements on the property side adjacent to Caltrans right of way.

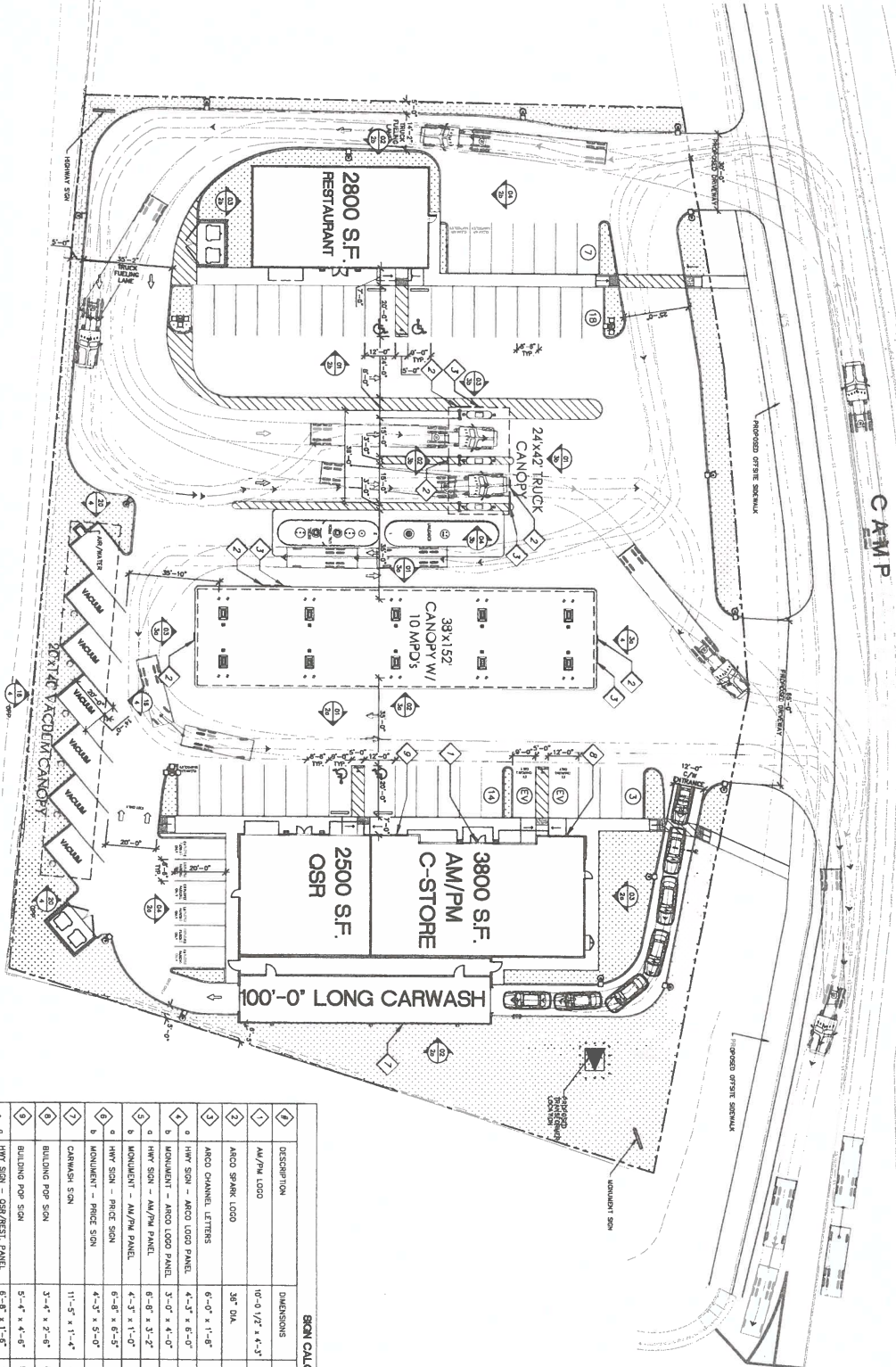
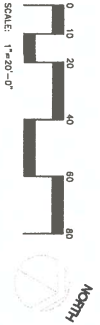
LIVINGSTON ARCO AM-PM PROJECT
ZONING: C-3, HIGHWAY SERVICE COMMERCIAL
APN#: 023-060-001



Legend

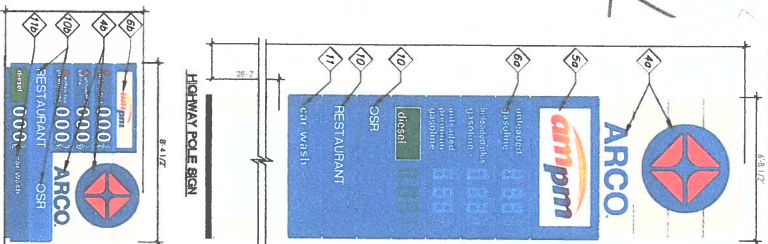
- | | | | |
|---------------------|--------------------------------|--------------------------------|-----------------------------------|
| Railroad | R-1 Low Density Residential | C-1 Neighborhood Commercial | M-1 Limited Industrial |
| Highway | R-2 Medium Density Residential | C-2 Community Commercial | PF Public/Quasi-Public Facilities |
| City Limits | R-3 High Density Residential | C-3 Highway Service Commercial | O Open Space |
| Sphere of Influence | DTC Downtown Commercial | | |

1 SITE PLAN
SHEET 1 - 25-3



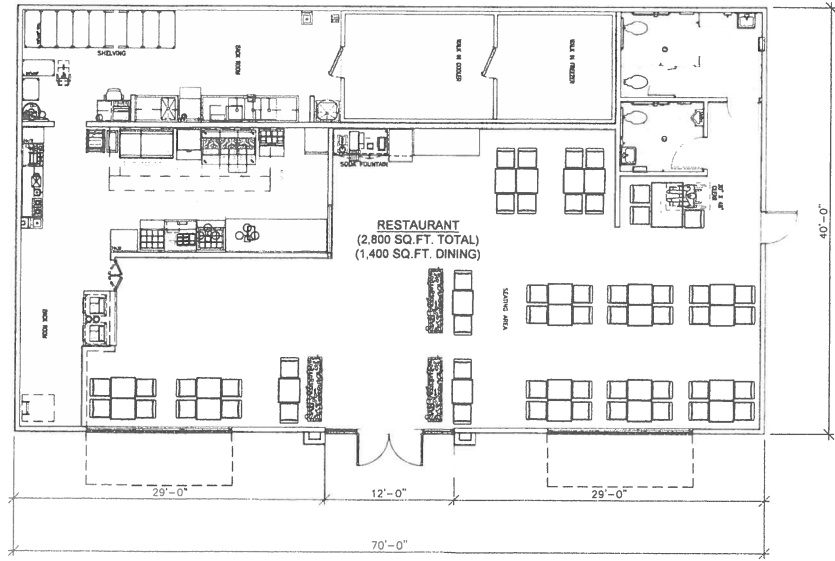
2 SIGNAGE

SIGN CALCULATIONS						
NO.	DESCRIPTION	DIMENSIONS	SO. FT.	QUANTITY	TOTAL SO. FT.	COMMENT
1	AM/PM LOGO	10'-0" x 1/2" x 4'-3"	42.71	1	42.71	INTERNALLY ILLUMINATED
2	ARCO SPARK LOGO	36" DIA.	7.07	6	42.42	INTERNALLY ILLUMINATED
3	ARCO CHANNEL LETTERS	6'-0" x 1'-6"	10.0	4	40.0	INTERNALLY ILLUMINATED
4	ARCO CHANNEL LETTERS	4'-3" x 8'-0"	23.5	1	23.5	INTERNALLY ILLUMINATED
5	Hwy SIGN - ARCO LOGO PANEL	3'-0" x 4'-0"	12.0	1	12.0	INTERNALLY ILLUMINATED
6	MONUMENT - ARCO LOGO PANEL	4'-3" x 3'-2"	21.2	1	21.2	INTERNALLY ILLUMINATED
7	MONUMENT - AM/PM PANEL	6'-8" x 6'-5"	N/A	1	N/A	STATE REQUIRED
8	Hwy SIGN - PRICE SIGN	4'-3" x 5'-0"	N/A	1	N/A	INFORMATIONAL SIGN
9	MONUMENT - PRICE SIGN	11'-5" x 1'-4"	N/A	2	N/A	INFORMATIONAL SIGN
10	CARWASH SIGN	3'-4" x 2'-6"	N/A	3	N/A	INFORMATIONAL SIGN
11	BUILDING POP SIGN	5'-4" x 4'-6"	N/A	1	N/A	INFORMATIONAL SIGN
12	Hwy SIGN - OSR/REST. PANEL	6'-8" x 1'-6"	10.2	1	10.2	INTERNALLY ILLUMINATED
13	MONUMENT - OSR/REST. PANEL	4'-3" x 1'-0"	4.25	1	4.25	INTERNALLY ILLUMINATED
14	Hwy SIGN - CARWASH PANEL	6'-8" x 1'-6"	10.2	1	10.2	INTERNALLY ILLUMINATED
15	MONUMENT - CARWASH PANEL	4'-3" x 1'-0"	4.25	1	4.25	INTERNALLY ILLUMINATED
TOTAL SO. FT.					216.88	



<p>Project Number: SP1</p>	<p>Project Name: PROPOSED SITE PLAN</p>	<p>Project Address: TP17001.0</p>	<p>Client: ARCO BRANDED SWC HAMMATT AVE. AND CAMPBELL BLVD., LIVINGSTON, CA</p>	<p>MARK: <input type="checkbox"/></p>	<p>DATE: 08/28/18</p>	<p>REVISION: PLANNING / CUP SUBMITAL</p>
				<p>DATE: <input type="checkbox"/></p>	<p>DATE: <input type="checkbox"/></p>	<p>REVISION: <input type="checkbox"/></p>

H:\WORKING\04_PETROL\041717001_0400_DRAWING\041717001_0400_ARCHITECTURAL\04-PLANNING\1-PROPOSED RESTAURANT FLOOR PLAN.dwg 2/27/2018 1:43 PM MADUSA SPONDER



1 RESTAURANT FLOOR PLAN
SCALE: 3/16" = 1'-0"

NORTH



Architectural
Solutions Group

2455 Bennett Valley Rd. Suite A-102
Santa Rosa, CA, 95404

bp



NO.	DATE	REVISION
1	08/26/18	PLANNING / COP SUBMITTAL

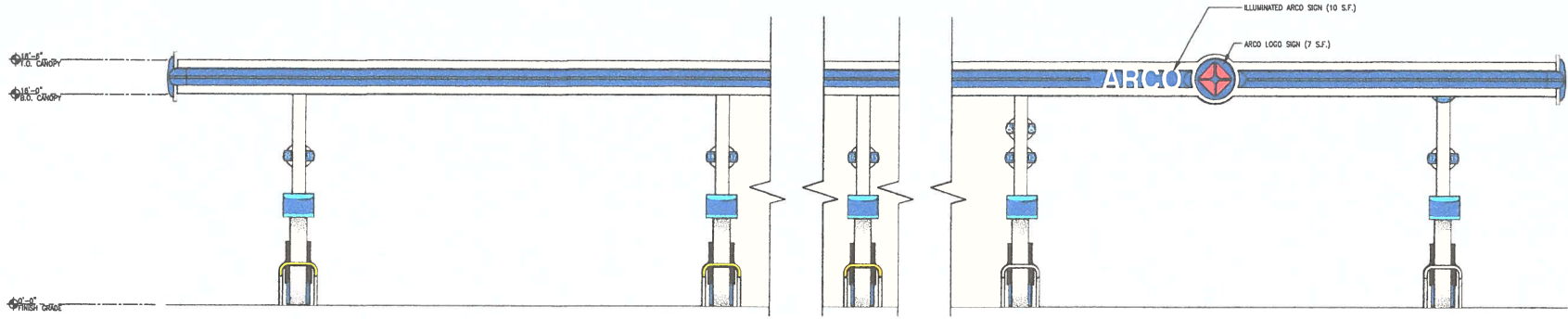
ARCO BRANDED
SWC HAMMATT AVE. AND CAMPBELL BLVD.,
LIVINGSTON, CA

Project Number
TPI17001.0

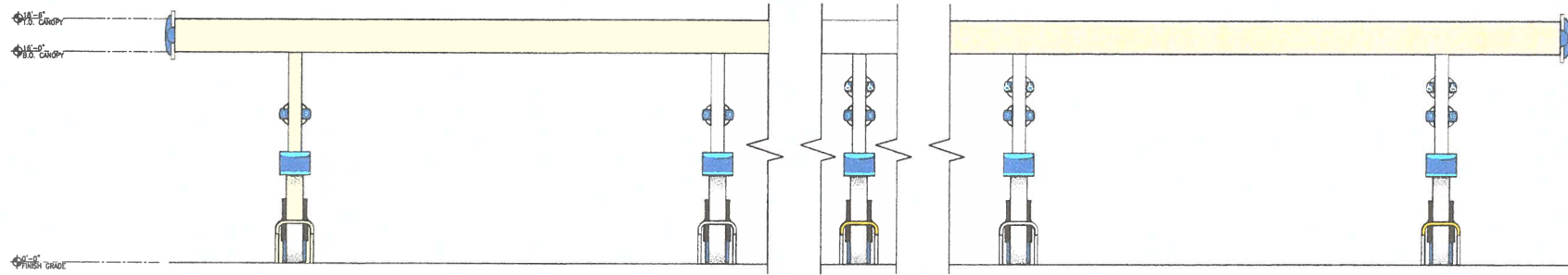
Sheet Name
PROPOSED
RESTAURANT
FLOOR PLAN

Sheet Number
1b

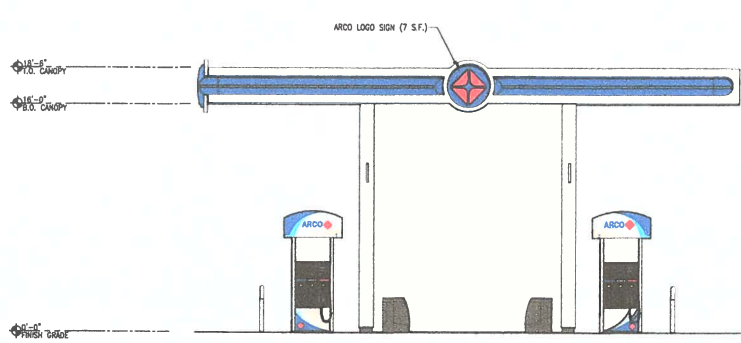
INDEPENDENT PETROLEUM (TP1700)_LARGO LIVINGSTON-CAMPBELL-ARCHITECTURAL-CO-PLANING / SUBMITTAL-TP1700.0_SHEET 1/27/2018 1:58 PM 481234.DWG



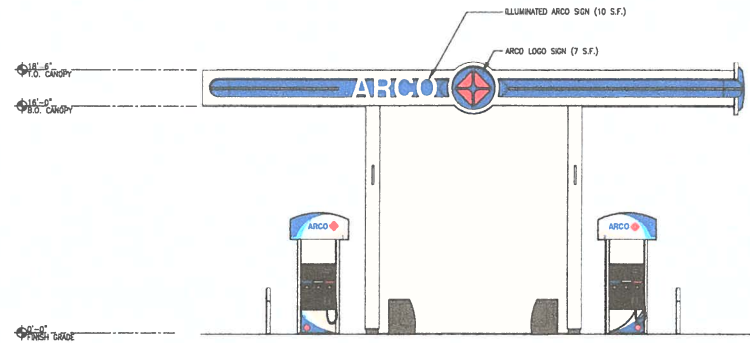
1 WEST ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



3 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



4 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



NO.	DATE	DESCRIPTION
1	08/26/18	PLANNING / GIP SUBMITTAL

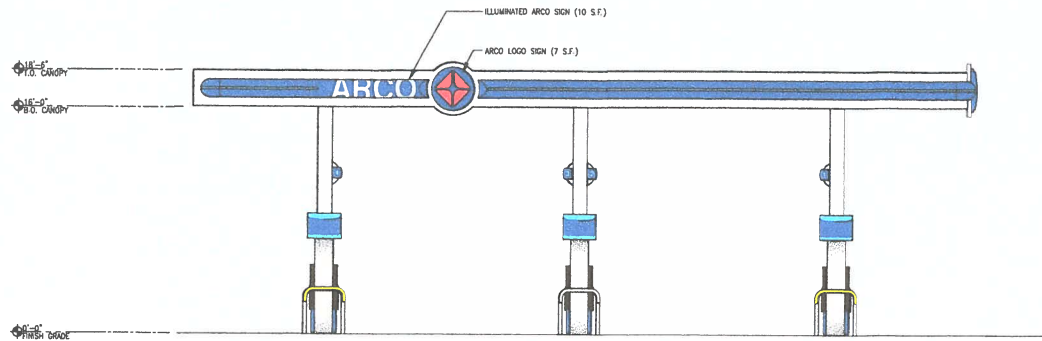
ARCO BRANDED
SVC HAMMATT AVE AND CAMPBELL BLVD,
LIVINGSTON, CA

Project Number
TP17001.0

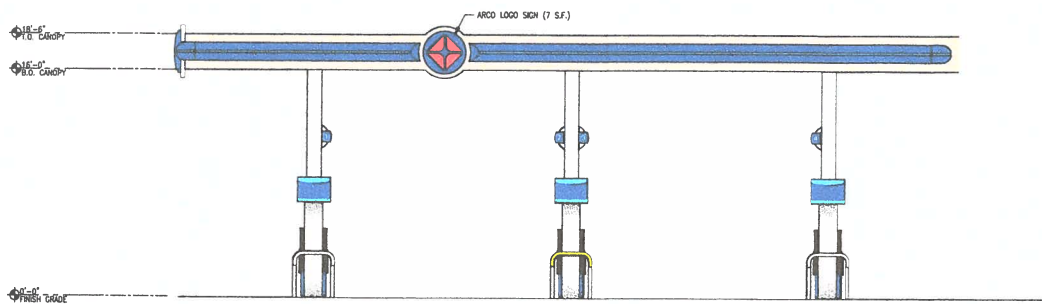
Sheet Name
PROPOSED
CANOPY
ELEVATIONS

Sheet Number
3a

AN INDEPENDENT PETROLEUM SUPPLIER LARGO LIVINGSTON, CA - ARCHITECTURAL - DRAWING CANNOPY PLAN AND ELEVATIONS - 11/17/01 0.38 LINE 8/27/2008 1:44 PM MDESIGN GROUP



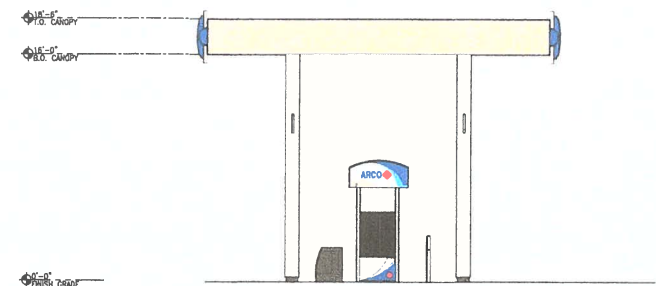
1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



3 WEST ELEVATION
SCALE: 1/4" = 1'-0"



4 EAST ELEVATION
SCALE: 1/4" = 1'-0"



NO.	DATE	REVISION
1	08/28/01	PLANNING / CIP SUBMITTAL

ARCO BRANDED
SWC HAMMATT AVE AND CAMPBELL BLVD,
LIVINGSTON, CA

Project Number
TP17001.0

Sheet Name
PROPOSED CANOPY ELEVATIONS

Sheet Number
3b

Text



REVISION

MARK	DATE	REVISION
▲	08/28/18	PLANNING / CIP SUBMITTAL
▲		
▲		
▲		
▲		
▲		
▲		
▲		
▲		

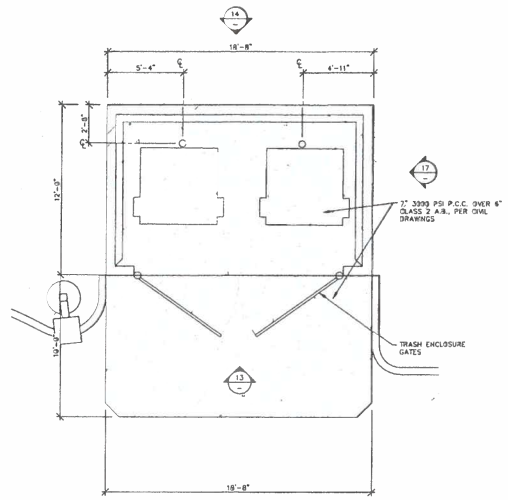
ARCO BRANDED
SWC HAMMATT AVE AND CAMPBELL BLVD,
LIVINGSTON, CA

Project Number
TPH17001.0

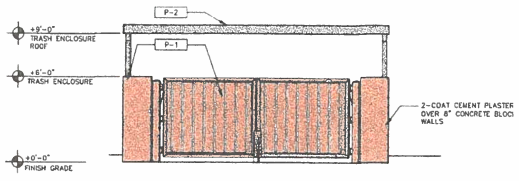
Sheet Name
ACCESSORY
STRUCTURES
PLAN AND
ELEVATION

Sheet Number

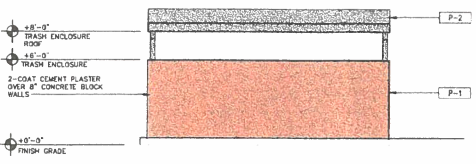
4



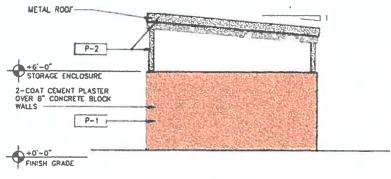
6 TRASH ENCLOSURE PLAN
1/4"=1'-0"



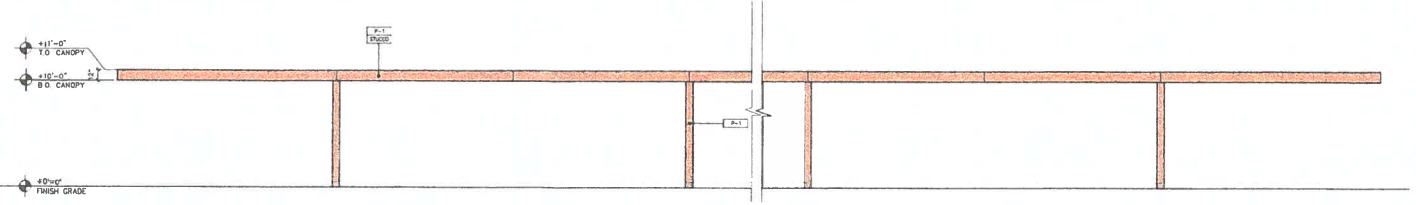
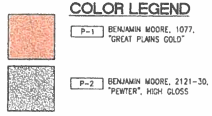
13 FRONT ELEVATION
1/4"=1'-0"



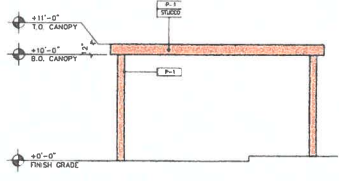
14 REAR ELEVATION
1/4"=1'-0"



17 SIDE ELEVATION
1/4"=1'-0"



16 VACUUM CANOPY ELEVATION - FRONT
3/16"=1'-0"

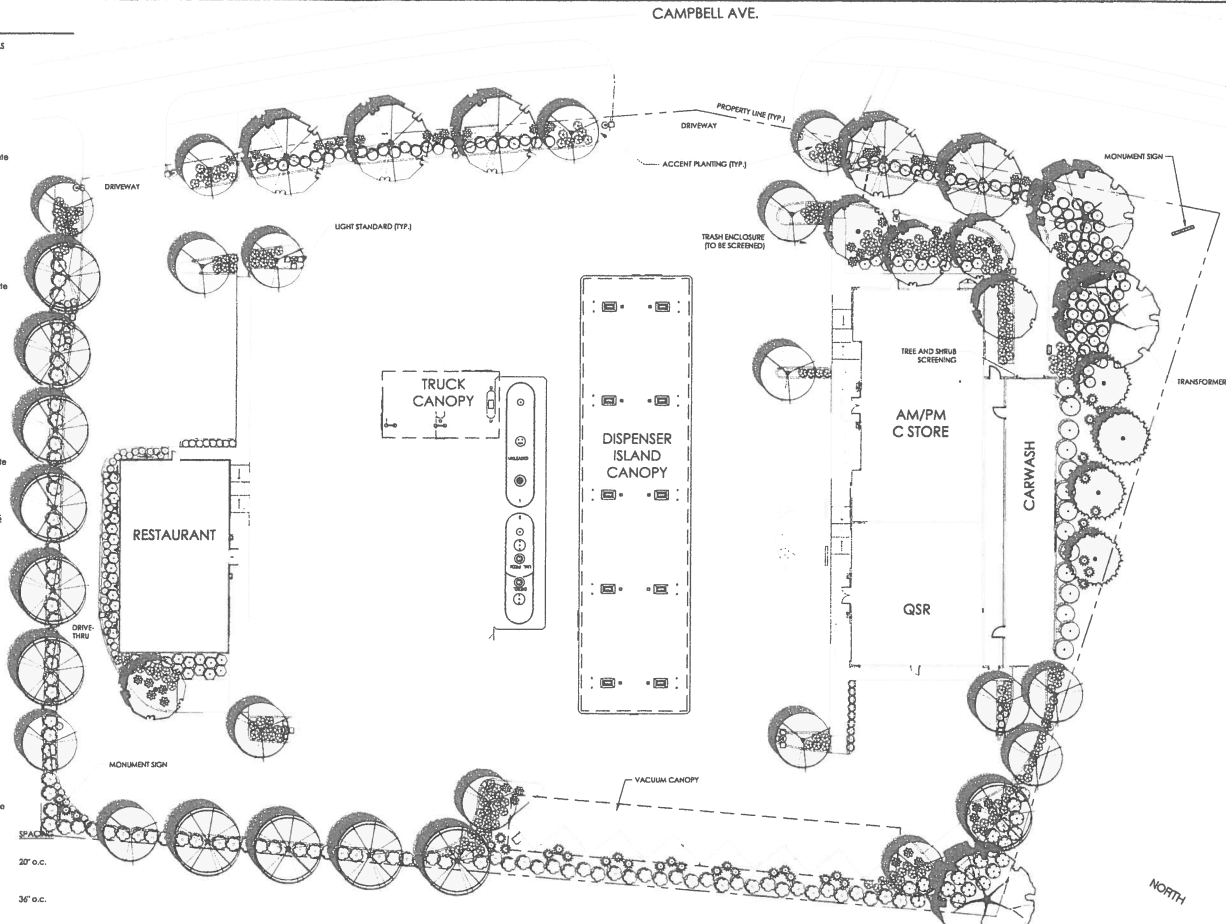


20 VACUUM CANOPY ELEVATION - SIDE
3/16"=1'-0"

\PROJECTS\PHOTOGRAPHY\LANDSCAPE\DRAWING\CONSTRUCTION\ARCHITECTURAL\TPH17001_0_ARCH_8/7/2018_1:54 PM_MJDSSA.WDW

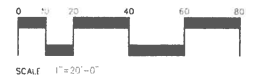
PLANT SCHEDULE

TREES	QTY	BOTANICAL NAME	COMMON NAME	CONT.	WUCOLS	
	5	Abutilon x 'Marina'	Abutilon Standard	15 gal	Low	
	12	Ginkgo biloba 'Autumn Gold'™	Maidenhair Tree	15 gal	Moderate	
	17	Loganstroemia indica 'Red Rocket'	Crape Myrtle	15 gal	Low	
	4	Laurus nobilis 'Sarotago'	Sweet Bay	15 gal	Moderate	
	3	Quercus lobata	Valley Oak	15 gal	Low	
	5	Zelkova serata 'Green Vase'	Sawleaf Zelkova	15 gal	Moderate	
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	
	222	Collisteria virens 'Little John'	Dwarf Weeping Bottlebrush	5 gal	Low	
	22	Ceanothus x 'Juda Phelps'	California Lilac	5 gal	Low	
	36	Dianella revoluta 'Big Rev'	Dianella	5 gal	Low	
	72	Dielsia x 'Orange Drop'	Orange Drop Farnright Lily	1 gal	Low	
	14	Myrica californica 'Bustafosa'	Pacific Wax Myrtle	5 gal	Low	
	64	Phormium tenax 'Alison Blackman'	New Zealand Flax	5 gal	Low	
	38	Rhamnus californica 'Mount San Bruno'	California Coffeeberry	5 gal	Low	
	92	Rhapidolepis umbellata Southern Moon	Southern Moon Hawthorn	5 gal	Low	
	94	Rhapidolepis umbellata 'Eleanor Labor'	Toddle Hawthorn	5 gal	Low	
VINE/ESPALE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	WUCOLS	
	6	Magnolia grandiflora 'Little Gem' Espalier	Dwarf Southern Magnolia	5 gal	moderate	
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT.	WUCOLS	SPACING
	347	Festuca ovina glauca 'Elijah Blue'	Blue Fescue	4" pot	Low	20" o.c.
	31	Lantana montevidensis	Trailing Lantana	1 gal	Low	36" o.c.
	312	Myoporum parviflorum	Trailing Myoporum	1 gal	Low	48" o.c.
	92	Rosmarinus officinalis 'Huntington Carpet'	Huntington Carpet Rosemary	1 gal	Low	36" o.c.



LANDSCAPE/ PLANTING NOTES

- All new and existing landscape/planting areas (except bio-retention areas) shall receive a uniform 3" layer of organic mulch. Threaded bark (Guerita not) is pgt on acceptable mulch.
- Irrigation system shall be low volume drip with a weather based controller and shall conform to City of Livingston Water Conservation Standards.
- After Irish Grading had been completed, soil sample(s) shall be collected and forwarded to certified Soil Analysis laboratory, for testing and recommendations for spot amendment.
- Contractor shall provide landscape maintenance for a 90 day period commencing upon completion of installation.



WATER EFFICIENT LANDSCAPE WORKSHEET

HYDRO/PLANTING DISCIPLINE	PLANT FACTOR (PF)	IRRG. METHOD (M)	IRRG. EFFICIENCY (E)	ETAF (PF/E)	LANDSCAPE AREA (Sq. Ft.)	ETAF x AREA	ESTIMATED TOTAL WATER USE (ETWU)
REGULAR LANDSCAPE AREA							
LOW WATER USE PLANTS	.3	DRP	.81	.37	20,911	7,737	247,042 GAL.
MODERATE WATER USE PLANTS	.5	DRP	.81	.62	437	271	8,653 GAL.
HIGH WATER USE PLANTS	-	-	-	-	-	-	-
TOTALS					(A) 21,348	(B) 8,008	

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	(B) 8,008
Total Area	(A) 20,911
Average ETAF	(B / A) .38

Note:
1. Average ETAF for Regular Landscape Areas must be below .35 for irrigated areas and .45 for non-irrigated areas.

Maximum Applied Water Allowance (MAWA) = $\frac{(A)(1 - Conversion Factor)}{(B)(1 - ETAF) + (C)}$
 $\frac{(21,348)(1 - .38)}{(8,008)(1 - .38) + (437 + 271)} = 1.13$
 Estimated Total Water Use (ETWU) = $\frac{ETWU (Reg) (Conversion Factor) [(ETAF) Area]}{(B)(E)}$
 $\frac{255,695 (Reg) (.38) (8,008)}{(1.13)(.81)} = 255,695 GALLONS$

PDI DESIGN
Architectural Solutions Group
2455 Bennett Valley Rd. Suite A-102
San Jose, CA. 95044

REVISION	DATE	BY	CHK

ARCO BRANDED
SWC HAMMATT AVE. AND CAMPBELL BLVD.,
LIVINGSTON, CA

Project Number
TP17001.0

Sheet Name
PRELIMINARY LANDSCAPE PLAN

Sheet Number
L1

C:\Users\pdi\Documents\Projects\2018\11-Preliminary Landscape Plan 18-27-18\18-27-18\18-27-18.dwg

STAFF REPORT

AGENDA ITEM: Approval of Warrant Register dated September 12, 2019
MEETING DATE: September 17, 2019
PREPARED BY: Mayra Dheri, Account Clerk
REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Approve warrant register dated September 12, 2019

DISCUSSION:

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

September 3, 2019 – Sept 17, 2019

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

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

GENERAL WARRANTS.....\$	91,268.37	#93751-93793
PAYROLL WARRANTS.....\$	397,402.70	#41186-41234
TOTAL WARRANTS.....\$	488,671.07	

ATTACHMENTS:

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

Accounts Payable

Checks by Date - Detail by Check Date

User: Mayra
 Printed: 9/12/2019 12:41 PM



City of Livingston
 1416 C Street
 Livingston, CA 95334

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93751	abs	ABS Direct, Inc.	09/17/2019	
	82986	Utility statements and monthly flyers for Septem		288.64
	82986	Utility statements and monthly flyers for Septem		288.65
	82986	Monthly flyers for September		213.59
	82986	Utility statements and monthly flyers for Septem		288.65
Total for Check Number 93751:				1,079.53
93752	ASI	Administrative Solutions Inc	09/17/2019	
		PR Batch 00007.09.2019 ASI	PR Batch 00007.09.2019 ASI	30.00
	161916	ASI premium for September 2019		20.00
	161916	ASI premium for September 2019		10.00
	161916	ASI premium for September 2019		10.00
Total for Check Number 93752:				70.00
93753	ALHAMBR/ 14663340082319	Alhambra & Sierra Springs PW drinking water 7/25/19-8/18/19	09/17/2019	
Total for Check Number 93753:				213.42
93754	ALLPHASE 4447-649600	All Phase Electric Inc. Parts for Walnut lift station for RTC	09/17/2019	
Total for Check Number 93754:				512.45
93755	allstael 1951	All Star Elite Sports Soccer shirt	09/17/2019	
Total for Check Number 93755:				17.24
93756	AFA	American Fidelity Assurance Company	09/17/2019	
		PR Batch 00024.08.2019 AFA Pre Tax	PR Batch 00024.08.2019 AFA	470.24
		PR Batch 00724.08.2019 AFA After Tax	PR Batch 00724.08.2019 AFA	135.44
		PR Batch 00010.08.2019 AFA Pre Tax	PR Batch 00010.08.2019 AFA	535.04
		PR Batch 00010.08.2019 AFA After Tax	PR Batch 00010.08.2019 AFA	1,310.16
		PR Batch 00024.08.2019 AFA After Tax	PR Batch 00024.08.2019 AFA	1,174.72
		PR Batch 00724.08.2019 AFA Pre Tax	PR Batch 00724.08.2019 AFA	64.80
Total for Check Number 93756:				3,690.40
93757	AFAFLEX	American Fidelity Assurance Company	09/17/2019	
		PR Batch 00007.09.2019 Health FSA	PR Batch 00007.09.2019 Hea	241.64
		PR Batch 00724.08.2019 Health FSA	PR Batch 00724.08.2019 Hea	41.66
		PR Batch 00024.08.2019 Health FSA	PR Batch 00024.08.2019 Hea	199.98
Total for Check Number 93757:				483.28
93758	BARCOPRO INVRCO10505	Barco Products Park benches & hardware for Ark Park	09/17/2019	
Total for Check Number 93758:				1,462.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	002	Park deposit refund for Arakelian Park 8/24/19		150.00
Total for Check Number 93764:				150.00
93765	EZAUTO 321307	EZ Auto Supply - Napa FAB Loom-Split Poly	09/17/2019	8.96
	321307	FAB Loom-Split Poly		8.96
	321307	FAB Loom-Split Poly		8.96
	321307	FAB Loom-Split Poly		8.95
	321307	FAB Loom-Split Poly		8.95
	321307	FAB Loom-Split Poly		8.95
	321307	FAB Loom-Split Poly		8.96
	321307	FAB Loom-Split Poly		8.96
Total for Check Number 93765:				71.65
93766	FergMode 1485336	Ferguson Waterworks Repair sewer line on Industrial	09/17/2019	139.47
Total for Check Number 93766:				139.47
93767	frontier 0101088	Frontier DWWTP phone service 8/15/19-9/14/19	09/17/2019	237.23
	0305148	Museum phone service		71.82
	0315088	PW phone service 8/15/19-9/14/19		314.06
	0315088	PW phone service 8/15/19-9/14/19		108.96
Total for Check Number 93767:				732.07
93768	FUENRAUL 006	RAUL FUENTES Park deposit refund for Max Foster 8/31/19	09/17/2019	150.00
Total for Check Number 93768:				150.00
93769	GOLSTA I-061930	Golden State Flow Measurement Small tools O&M spanner wrench for water dept	09/17/2019	121.75
Total for Check Number 93769:				121.75
93770	HOFFMAN 438780	Hoffman Security, Inc. Day care Center alarm 9/1/19-9/30/19	09/17/2019	109.00
	438782	PW alarm monitor 9/1/19-9/30/19		87.00
	438783	PW alarm 9/1/19-9/30/19		75.00
	438785	DWTP alarm 9/1/19-9/30/19		34.95
Total for Check Number 93770:				305.95
93771	INSHP	In-Shape Health Clubs, Inc PR Batch 00010.08.2019 In-Shape Fitness Club PR Batch 00013.07.2019 In-Shape Fitness Club	09/17/2019 PR Batch 00010.08.2019 In-S PR Batch 00013.07.2019 In-S	72.50 72.50
Total for Check Number 93771:				145.00
93772	kangwapi 004	Wapinder Kang POST Supervisory Course	09/17/2019	432.98
Total for Check Number 93772:				432.98
93773	kirknick 003	Nick Kirk Per Section 16.2 of the LPOA MOU tuition incei	09/17/2019	75.00
Total for Check Number 93773:				75.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
93774	mejiat	Tommy Mejia	09/17/2019	
	100607679	Work boots per MOU for Thomas Mejia order #		20.00
	100607679	Work boots per MOU for Thomas Mejia order #		0.47
	100607679	Work boots per MOU for Thomas Mejia order #		20.00
	100607679	Work boots per MOU for Thomas Mejia order #		0.07
	100607679	Work boots per MOU for Thomas Mejia order #		0.63
	100607679	Work boots per MOU for Thomas Mejia order #		0.73
	100607679	Work boots per MOU for Thomas Mejia order #		0.72
	100607679	Work boots per MOU for Thomas Mejia order #		0.12
	100607679	Work boots per MOU for Thomas Mejia order #		70.00
	100607679	Work boots per MOU for Thomas Mejia order #		1.49
	100607679	Work boots per MOU for Thomas Mejia order #		0.04
	100607679	Work boots per MOU for Thomas Mejia order #		1.08
	100607679	Work boots per MOU for Thomas Mejia order #		0.23
	100607679	Work boots per MOU for Thomas Mejia order #		2.67
	100607679	Work boots per MOU for Thomas Mejia order #		70.00
	100607679	Work boots per MOU for Thomas Mejia order #		0.19
	100607679	Work boots per MOU for Thomas Mejia order #		0.02
	100607679	Work boots per MOU for Thomas Mejia order #		0.05
	100607679	Work boots per MOU for Thomas Mejia order #		3.83
	100607679	Work boots per MOU for Thomas Mejia order #		0.80
	100607679	Work boots per MOU for Thomas Mejia order #		0.07
	100607679	Work boots per MOU for Thomas Mejia order #		0.46
	100607679	Work boots per MOU for Thomas Mejia order #		0.77
	100607679	Work boots per MOU for Thomas Mejia order #		0.33
	100607679	Work boots per MOU for Thomas Mejia order #		1.13
	100607679	Work boots per MOU for Thomas Mejia order #		1.00
	100607679	Work boots per MOU for Thomas Mejia order #		1.77
	100607679	Work boots per MOU for Thomas Mejia order #		0.20
	100607679	Work boots per MOU for Thomas Mejia order #		0.54
	100607679	Work boots per MOU for Thomas Mejia order #		0.59
	82819	DOT physical for Class B DWWTTP		60.00
			Total for Check Number 93774:	260.00
93775	MERCOMM 108638	Merced Pest Control Range Pest Control	09/17/2019	160.00
			Total for Check Number 93775:	160.00
93776	MODERN 96155	Modern Air Inc. Server room HVAC mini split repair	09/17/2019	399.00
			Total for Check Number 93776:	399.00
93777	natltoxi 522332	National Toxicology Laboratories, Inc. Lab fees	09/17/2019	15.00
			Total for Check Number 93777:	15.00
93778	PGE	Pacific Gas & Electric Company	09/17/2019	
	00078611043	monthly service 21800 Feet North of Livingston		100.31
	00078611068	monthly service ES Lincoln S/ Peach		107.44
	00078611787	Monthly service corner of White & Crowell		182.33
	00078611860	Nuclear decommissioning charges Admin.		40.91
	48320444168	Monthly service 936 Dwight Way		426.61
	55605668924	Monthly service 900 Dwight Way		9.86
	7095488380-0	Gas & Electric for the month of August 2019		82.88
	7095488380-0	Gas & Electric for the month of August 2019		21.49
	7095488380-0	Gas & Electric for the month of August 2019		1,191.57
	7095488380-0	Gas & Electric for the month of August 2019		15.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	7095488380-0	Gas & Electric for the month of August 2019		0.47
	7095488380-0	Gas & Electric for the month of August 2019		13.63
	7095488380-0	Gas & Electric for the month of August 2019		1.98
	7095488380-0	Gas & Electric for the month of August 2019		2.16
	7095488380-0	Gas & Electric for the month of August 2019		689.74
	7095488380-0	Gas & Electric for the month of August 2019		5.82
	7095488380-0	Gas & Electric for the month of August 2019		42.11
	7095488380-0	Gas & Electric for the month of August 2019		1.10
	7095488380-0	Gas & Electric for the month of August 2019		27.41
	7095488380-0	Gas & Electric for the month of August 2019		44.19
	7095488380-0	Gas & Electric for the month of August 2019		22.86
	7095488380-0	Gas & Electric for the month of August 2019		52.79
	7095488380-0	Gas & Electric for the month of August 2019		1.48
	7095488380-0	Gas & Electric for the month of August 2019		8.68
	7095488380-0	Gas & Electric for the month of August 2019		21.40
	7095488380-0	Gas & Electric for the month of August 2019		686.01
	7095488380-0	Gas & Electric for the month of August 2019		22,659.45
	7095488380-0	Gas & Electric for the month of August 2019		1,124.99
	7095488380-0	Gas & Electric for the month of August 2019		31.81
	7095488380-0	Gas & Electric for the month of August 2019		46.31
	7095488380-0	Gas & Electric for the month of August 2019		3.10
	7095488380-0	Gas & Electric for the month of August 2019		33.57
	7095488380-0	Gas & Electric for the month of August 2019		21.77
	7095488380-0	Gas & Electric for the month of August 2019		18.67
	7095488380-0	Gas & Electric for the month of August 2019		17.92
	7095488380-0	Gas & Electric for the month of August 2019		10.48
	7095488380-0	Gas & Electric for the month of August 2019		29.31
	7095488380-0	Gas & Electric for the month of August 2019		929.02
	7095488380-0	Gas & Electric for the month of August 2019		79.13
	7095488380-0	Gas & Electric for the month of August 2019		0.73
	7095488380-0	Gas & Electric for the month of August 2019		13.87
	7095488380-0	Gas & Electric for the month of August 2019		178.11
	7095488380-0	Gas & Electric for the month of August 2019		29.50
	7095488380-0	Gas & Electric for the month of August 2019		23.53
	7095488380-0	Gas & Electric for the month of August 2019		25.25
	7095488380-0	Gas & Electric for the month of August 2019		124.23
	7095488380-0	Gas & Electric for the month of August 2019		9.66
	7095488380-0	Gas & Electric for the month of August 2019		113.45
	7095488380-0	Gas & Electric for the month of August 2019		5.47
	7095488380-0	Gas & Electric for the month of August 2019		16.11
	7095488380-0	Gas & Electric for the month of August 2019		21.38
	7095488380-0	Gas & Electric for the month of August 2019		69.37
	7095488380-0	Gas & Electric for the month of August 2019		88.90
	7095488380-0	Gas & Electric for the month of August 2019		31,889.94
	7095488380-0	Gas & Electric for the month of August 2019		52.64
	7095488380-0	Gas & Electric for the month of August 2019		17.46
	7095488380-0	Gas & Electric for the month of August 2019		2.33
	7095488380-0	Gas & Electric for the month of August 2019		33.53
	7095488380-0	Gas & Electric for the month of August 2019		35.89
	7095488380-0	Gas & Electric for the month of August 2019		6.68
	7095488380-0	Gas & Electric for the month of August 2019		5.53
	7095488380-0	Gas & Electric for the month of August 2019		49.94
	7095488380-0	Gas & Electric for the month of August 2019		36.95
	7095488380-0	Gas & Electric for the month of August 2019		1.73
	7095488380-0	Gas & Electric for the month of August 2019		3.49
	7095488380-0	Gas & Electric for the month of August 2019		3,834.66
	7095488380-0	Gas & Electric for the month of August 2019		9.14
	7095488380-0	Gas & Electric for the month of August 2019		3.39
	7095488380-0	Gas & Electric for the month of August 2019		33.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	77707788483	monthly service 14960 VINEWOOD		323.00
	7798858785	Lincoln Blvd. Westside South of New Castle		20.58
	87148896134	City electric backside of building 1416 C St.		94.09
Total for Check Number 93778:				65,980.20
93779	PREMIER	Premier Access Dental	09/17/2019	
	942	Premier Access		38.46
	942	Premier Access		89.74
	942	Premier Access		108.00
	942	Premier Access		66.00
	942019	Premier Access		287.40
	942019	Premier Access		1,472.00
	942019	Premier Access		61.00
	942019	Premier Access		61.00
	942019	Premier Access		61.00
	942019	Premier Access		61.00
Total for Check Number 93779:				2,305.60
93780	RobRamir 003	Roberto Ramirez Park deposit refund for Max Foster Park 8/24/19	09/17/2019	150.00
Total for Check Number 93780:				150.00
93781	S&A 119545	S & A Manufacturing Extend overflow pipe at tank site	09/17/2019	556.94
Total for Check Number 93781:				556.94
93782	SAFETY	Safety-Kleen Corporation	09/17/2019	
	80738347	Spray paint, solvent cleaner and service fee		0.13
	80738347	Spray paint, solvent cleaner and service fee		0.49
	80738347	Spray paint, solvent cleaner and service fee		1.93
	80738347	Spray paint, solvent cleaner and service fee		2.49
	80738347	Spray paint, solvent cleaner and service fee		50.04
	80738347	Spray paint, solvent cleaner and service fee		50.01
	80738347	Spray paint, solvent cleaner and service fee		1.36
	80738347	Spray paint, solvent cleaner and service fee		0.56
	80738347	Spray paint, solvent cleaner and service fee		1.17
	80738347	Spray paint, solvent cleaner and service fee		1.99
	80738347	Spray paint, solvent cleaner and service fee		2.69
	80738347	Spray paint, solvent cleaner and service fee		0.09
	80738347	Spray paint, solvent cleaner and service fee		50.01
	80738347	Spray paint, solvent cleaner and service fee		4.46
	80738347	Spray paint, solvent cleaner and service fee		0.47
	80738347	Spray paint, solvent cleaner and service fee		2.83
	80738347	Spray paint, solvent cleaner and service fee		1.48
	80738347	Spray paint, solvent cleaner and service fee		50.04
	80738347	Spray paint, solvent cleaner and service fee		3.73
	80738347	Spray paint, solvent cleaner and service fee		1.82
	80738347	Spray paint, solvent cleaner and service fee		0.82
	80738347	Spray paint, solvent cleaner and service fee		0.17
	80738347	Spray paint, solvent cleaner and service fee		9.59
	80738347	Spray paint, solvent cleaner and service fee		0.04
	80738347	Spray paint, solvent cleaner and service fee		1.15
	80738347	Spray paint, solvent cleaner and service fee		50.04
	80738347	Spray paint, solvent cleaner and service fee		1.81
	80738347	Spray paint, solvent cleaner and service fee		6.69
	80738347	Spray paint, solvent cleaner and service fee		0.29
	80738347	Spray paint, solvent cleaner and service fee		1.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	80738347	Spray paint, solvent cleaner and service fee		50.04
	80738347	Spray paint, solvent cleaner and service fee		0.18
Total for Check Number 93782:				350.19
93783	UB*01846	JATINDER SINGH	09/17/2019	
		Refund Check 109587-000, 1528 D STREET		55.91
		Refund Check 109587-000, 1528 D STREET		49.25
		Refund Check 109587-000, 1528 D STREET		26.62
Total for Check Number 93783:				131.78
93784	Siren 200	Siren Sponsorship- Siren's Festival	09/17/2019	
Total for Check Number 93784:				300.00
93785	Solbalva 005	Natalie Sobalvarro Bilingual test- Public Works	09/17/2019	
Total for Check Number 93785:				75.00
93786	NEXTEL 898215431-166	Sprint Recreation phones	09/17/2019	
Total for Check Number 93786:				154.03
93787	USBANK1 393419080	U.S. Bank Equipment Finance Copier lease	09/17/2019	
Total for Check Number 93787:				540.53
93788	unum	Unum	09/17/2019	
	0142145-001 4	Life and LTD Prem-October 2019		432.47
	0142145-001 4	Life and LTD Prem-October 2019		1.65
	0142145-001 4	Life and LTD Prem-October 2019		5.04
	0142145-001 4	Life and LTD Prem-October 2019		4.68
	0142145-001 4	Life and LTD Prem-October 2019		1.16
	0142145-001 4	Life and LTD Prem-October 2019		0.59
	0142145-001 4	Life and LTD Prem-October 2019		3.54
	0142145-001 4	Life and LTD Prem-October 2019		0.96
	0142145-001 4	Life and LTD Prem-October 2019		1.06
	0142145-001 4	Life and LTD Prem-October 2019		2.96
	0142145-001 4	Life and LTD Prem-October 2019		3.07
	0142145-001 4	Life and LTD Prem-October 2019		1.31
	0142145-001 4	Life and LTD Prem-October 2019		139.64
	0142145-001 4	Life and LTD Prem-October 2019		212.06
	0142145-001 4	Life and LTD Prem-October 2019		5.58
	0142145-001 4	Life and LTD Prem-October 2019		1.81
	0142145-001 4	Life and LTD Prem-October 2019		2.45
	0142145-001 4	Life and LTD Prem-October 2019		9.33
	0142145-001 4	Life and LTD Prem-October 2019		1.40
	0142145-001 4	Life and LTD Prem-October 2019		106.89
	0142145-001 4	Life and LTD Prem-October 2019		2.69
	0142145-001 4	Life and LTD Prem-October 2019		9.95
	0142145-001 4	Life and LTD Prem-October 2019		1.18
	0142145-001 4	Life and LTD Prem-October 2019		4.39
	0142145-001 4	Life and LTD Prem-October 2019		3.30
	0142145-001 4	Life and LTD Prem-October 2019		1.77
	0142145-001 4	Life and LTD Prem-October 2019		2.49
	0142145-001 4	Life and LTD Prem-October 2019		5.27

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0142145-001 4	Life and LTD Prem-October 2019		2.00
	0142145-001 4	Life and LTD Prem-October 2019		15.57
	0142145-001 4	Life and LTD Prem-October 2019		108.17
	0142145-001 4	Life and LTD Prem-October 2019		3.68
	0142145-001 4	Life and LTD Prem-October 2019		41.21
	0142145-001 4	Life and LTD Prem-October 2019		2.66
	0142145-001 4	Life and LTD Prem-October 2019		5.79
	0142145-001 4	Life and LTD Prem-October 2019		10.51
	0142145-001 4	Life and LTD Prem-October 2019		0.29
	0142145-001 4	Life and LTD Prem-October 2019		2.46
	0142145-001 4	Life and LTD Prem-October 2019		94.87
	0142145-001 4	Life and LTD Prem-October 2019		0.43
	0142145-001 4	Life and LTD Prem-October 2019		2.68
	0142145-001 4	Life and LTD Prem-October 2019		10.62
	0142145-001 4	Life and LTD Prem-October 2019		158.30
	0142145-001 4	Life and LTD Prem-October 2019		2.07
	0142145-001 4	Life and LTD Prem-October 2019		4.12
	0142145-001 4	Life and LTD Prem-October 2019		2.98
	0142145-001 4	Life and LTD Prem-October 2019		2.47
	0142145-001 4	Life and LTD Prem-October 2019		1,214.68
	0142145-001 4	Life and LTD Prem-October 2019		1.18
	0142145-001 4	Life and LTD Prem-October 2019		4.54
	0142145-001 4	Life and LTD Prem-October 2019		185.40
	0142145-001 4	Life and LTD Prem-October 2019		3.60
	0142145-001 4	Life and LTD Prem-October 2019		133.82
	0142145-001 4	Life and LTD Prem-October 2019		2.84
	0142145-001 4	Life and LTD Prem-October 2019		13.19
	0142145-001 4	Life and LTD Prem-October 2019		2.53
	0142145-001 4	Life and LTD Prem-October 2019		0.42
	0142145-001 4	Life and LTD Prem-October 2019		63.90
			Total for Check Number 93788:	3,065.67
93789	BerVasqu 005	Bernice Vasquez Park deposit refund for Walnut 8/24/19	09/17/2019	150.00
			Total for Check Number 93789:	150.00
93790	DiaVega 006	Diana Vega Park deposit refund for Arakelian Park 8/31/19	09/17/2019	150.00
			Total for Check Number 93790:	150.00
93791	VERIZON	Verizon Wireless	09/17/2019	
	9836348494	PW cell phone charges July 19,2019-August 18,2019		5.44
	9836348494	PW cell phone charges July 19,2019-August 18,2019		7.37
	9836348494	PW cell phone charges July 19,2019-August 18,2019		4.60
	9836348494	PW cell phone charges July 19,2019-August 18,2019		0.88
	9836348494	PW cell phone charges July 19,2019-August 18,2019		0.85
	9836348494	PW cell phone charges July 19,2019-August 18,2019		0.34
	9836348494	PW cell phone charges July 19,2019-August 18,2019		0.46
	9836348494	PW cell phone charges July 19,2019-August 18,2019		9.91
	9836348494	PW cell phone charges July 19,2019-August 18,2019		1.60
	9836348494	PW cell phone charges July 19,2019-August 18,2019		90.09
	9836348494	PW cell phone charges July 19,2019-August 18,2019		14.56
	9836348494	PW cell phone charges July 19,2019-August 18,2019		89.16
	9836348494	PW cell phone charges July 19,2019-August 18,2019		8.92
	9836348494	PW cell phone charges July 19,2019-August 18,2019		3.18
	9836348494	PW cell phone charges July 19,2019-August 18,2019		3.54
	9836348494	PW cell phone charges July 19,2019-August 18,2019		283.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9836348494	PW cell phone charges July 19,2019-August 18,2019		3.65
	9836348494	PW cell phone charges July 19,2019-August 18,2019		10.37
	9836348494	PW cell phone charges July 19,2019-August 18,2019		347.91
	9836348494	PW cell phone charges July 19,2019-August 18,2019		134.94
	9836348494	PW cell phone charges July 19,2019-August 18,2019		5.11
	9836348494	PW cell phone charges July 19,2019-August 18,2019		161.46
	9836348494	PW cell phone charges July 19,2019-August 18,2019		0.44
	9836348494	PW cell phone charges July 19,2019-August 18,2019		2.64
	9836348494	PW cell phone charges July 19,2019-August 18,2019		4.32
	9836348494	PW cell phone charges July 19,2019-August 18,2019		8.70
Total for Check Number 93791:				1,203.69
93792	VISION	Vision Service Plan - CA	09/17/2019	
		PR Batch 00007.09.2019 Vision	PR Batch 00007.09.2019 Vision	472.59
	807366341	Vision Service Plan claims 8/2019		119.60
	807366341	Vision Service Plan claims 8/2019		257.00
	807366341	Vision Service Plan claims 8/2019		112.00
	807366341	Vision Service Plan claims 8/2019		224.15
	807366341	Vision Service Plan claims 8/2019		47.83
	807366341	Vision Service Plan claims 8/2019		104.55
	807366341	Vision Service Plan claims 8/2019		275.85
Total for Check Number 93792:				1,613.57
93793	xerox	Xerox Financial Services	09/17/2019	
	1752163	Copier lease for Finance and Happy's printer		18.16
	1752163	Copier lease for Finance and Happy's printer		18.14
	1752163	Copier lease for Finance and Happy's printer		18.16
	1752163	Copier lease for Finance and Happy's printer		18.14
	1752163	Copier lease for Finance and Happy's printer		18.14
	1752163	Copier lease for Finance and Happy's printer		18.14
	1752163	Copier lease for Finance and Happy's printer		18.15
Total for Check Number 93793:				127.03
Total for 9/17/2019:				91,268.37
Report Total (43 checks):				91,268.37



MEETING MINUTES

CLOSED SESSION/SPECIAL MEETING LIVINGSTON CITY COUNCIL JULY 30, 2019

A Closed Session/Special Meeting of the Livingston City Council was held on July 30, 2019, in the Council of Chambers with Mayor Samra presiding.

CALL TO ORDER

Mayor Samra called the meeting to order at 6:01 p.m.

ROLL CALL

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

Mayor Samra opened and subsequently closed Citizen Comments at 6:04 p.m., as there were no comments from the public.

CLOSED SESSION

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

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

APN: 024-154-005-000

APN: 024-153-003-000

APN: 024-153-011-000

APN: 024-147-006-000

Negotiating Parties for the City: Jose Antonio Ramirez, City Manager

Negotiating Parties for Property Owner: Jim Snyder

Under Negotiation: Price and Terms for Potential Property Sale

3. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Jose Antonio Ramirez, City Manager
Employee Organizations: OE3 - Police Supervisory Employees Association.
OE3 - Management/Confidential Bargaining Unit
OE3 - Livingston Police Officer Association
OE3 – Clerical Employee Association
AFSCME – Public Works and Parks Unit
All Represented and Unrepresented City Employees
4. Conference with Legal Counsel – Potential Litigation
(Government Code Section 54956.9(d)(2))
Number of Cases: 1
5. Conference with Legal Counsel – Existing Litigation
(Government Code Section 54956.9(d)(1))
Number of Cases: Livingston 75, L.P. vs. City of Livingston
Merced County Superior Court – Case No. 19CV-00930

SPECIAL MEETING

Mayor Samra called the meeting to order at 6:42 p.m.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

CLOSED SESSION ANNOUNCEMENTS

No reportable action was taken.

Mayor Samra announced that after the meeting, the council will be going back into closed session.

CHANGES TO THE AGENDA

None.

CITIZEN COMMENTS

Mayor Samra opened Citizen Comments at 6:44 p.m.

Jeremy Rahn, Merced County Division Chief thanked former Battalion Chief Baraka Carter. He informed the council that Mr. Carter was promoted and if the City needed anything, they could contact him. He also introduced Merced Battalion Chief Brian Neely who will be overseeing the operations in Livingston.

Police Chief Chavez announced that the National Night Out, which allows them to come together with the community across the nation will be held on August 6, 2019. The police department will be hosting a barbeque on "C" Street from 6:00 p.m. to 8:00 p.m. Moreover, he noted that he, the City Manager, and Captain Soria, will be working on putting a succession plan for the police department's leadership. They are looking at modifying some of the structure and adding a Sergeant. He noted that Captain Soria plans to leave on September 2021, so they will be transitioning on filling the Captain and Police Chief positions before they go.

Mayor Samra asked if they will be announcing the Sergeant position soon.

Police Chief Chavez stated that they will be announcing it this week.

Diego Castillo, P.O. Box 855, brought the council's attention to the property in Livingston that went into receivership. He noted that the property should not have gone into receivership and does not feel that it was handled appropriately. He asked the council what would be the appropriate way for him to provide them with the details.

Mayor Samra stated that they were informed of the situation and will be coming up with a plan to make sure it doesn't happen again. He apologized on behalf of the City for causing the inconvenience. Mayor Samra thanked Mr. Castillo for looking out for the community as a whole and extended his apology.

Diego Castillo noted that by the property going into receivership, the only person winning would be the third party attorney. He added that the way it was handled was inappropriate because there was a private party willing to buy the property.

Mayor Samra stated that they will put some guards in place to make sure it doesn't happen again.

Diego Castillo stated that he looks forward to working with them.

Council Member Aguilar asked the City Attorney if there is something he would like to add in regards to the situation for transparency purposes.

City Attorney Sanchez noted that he is still getting the details. He mentioned that code enforcement recommended the law firm who did the receivership. Moreover, Mr. Sanchez stated that it appeared that Mr. Castillo was in escrow for the property, but while in escrow, the property went into the receivership. He mentioned that the City Manager has been in contact with the receiver and the law firm that represented the City. The City Manager is waiting for a phone call to get the details of what exactly happened.

Diego Castillo stated that the reason the property was brought to the council for receivership was because of the nuisance. Mr. Castillo noted that he contacted code enforcement before they started litigation. He informed them that he was going to trash, secure, and board up the property so that the nuisance would stop. Mr. Castillo noted that there was no reason for a receivership since he took it upon himself to rehab the property and secure it weekly up until now.

City Manager Ramirez noted that once contacted by Mr. Castillo regarding the situation, he reached out to the receiver and explained the situation. Mr. Ramirez was informed by the receiver that there was nothing that can be done. He was also told by Attorney Curtis (City's receivership attorney) that it was out of his hands. Moreover, he stated that Mr. Castillo filed a Motion on Friday.

Diego Castillo noted that to his understanding, a receivership was the last resort. He also stated that there was no need for a receivership.

City Manager Ramirez noted that the receivership issue is new to him. It was his first time working with a law firm that handles receiverships. Mr. Ramirez expressed his disappointment towards the situation.

Council Member Aguilar asked if it was out of their hands at this moment.

City Attorney Sanchez replied that the City Manager has a call out to the attorney handling the receivership.

Diego Castillo stated that he wants to make sure the seller nets the same amount that they were going to net with them.

County Supervisor Espinoza noted that when he was Mayor, he asked that any contracts with any attorneys go through the City Attorney so that it can be impartial. He stated that it would also prevent anyone from being accused of giving contracts to someone specifically. He recommends to the council to have everything go through the City Attorney.

Paul Garcia, Delhi, noted that the council is accountable to the register voters in the community and asked for some transparency.

Katherine Shell-Rodriguez, P.O. Box 163, mentioned that earlier it was said that they did not know why there were citizen comments on a special council meeting. She stated that having citizen comments at a special meeting is not unusual. She noted that on page 3 of the agenda, it says that citizen comments usually have to do with any items on the agenda. Moreover, she asked why the City is having a special council meeting. She noted that item 4 was on the last regular meeting agenda but got pushed forward. She also asked why item 3 was not put on the next regular meeting in August. Lastly, she asked the council to explain the necessity of having a special city council meeting to cover the specific items on the agenda.

City Manager Ramirez noted that item 4 has a grant deadline under Prop 68, and the item would facilitate the City to meet the deadline of August 5. Moreover, he stated that Item 3 is an item that can wait, but since they were having a special council meeting, he decided to add the item.

Clerk's Notes: Mayor Pro-Temp Garcia left the Council Chambers at 7:07 p.m., and returned at 7:09 p.m.

City Attorney Sanchez noted that it is anticipated that the next regular council meeting will be canceled and that this is why the other item was placed on the agenda. He said that item 4 is a little different from what was seen at the last council meeting. Item 4 is an Option-to-Purchase versus the Purchase Sale Agreement that was on the previous agenda. He stated that there is a little more due diligence and questions that are going to be asked, therefore, this provides the ability to have site control. Moreover, he noted that under the Brown Act at a special meeting, the council is only required to have a public comment portion for items that are on the agenda. However, it is up to the Mayor to decide whether he wants to open it up.

Mayor Samra noted that he presumed that people wanted to comment on other items, so he decided to give them the opportunity.

Mayor Samra closed Citizen Comments at 7:10 p.m.

CONSENT AGENDA

1. Approval of Warrant Register Dated July 25, 2019.
2. Approval of Minutes of Meeting Held on July 16, 2019.

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

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

DISCUSSION AND POTENTIAL ACTION ITEMS

3. City Council to Authorize Establishing the Merced County Abandoned Vehicle Abatement Service Authority.

Police Chief Chavez introduced this item.

Barbara Ratzlaff, 1458 Main Street, asked if this item includes the cars parked in the yards.

Police Chief Chavez replied that a car parked in the yard is a separate violation, but if it meets the criteria of being abandoned, then it would be a yes.

County Supervisor Espinoza asked how much time do they give the register owners or private property owners before towing their vehicle.

Police Chief Chavez replied that when an officer marks a vehicle, a certified letter is sent to the registered and legal owner informing them that they have ten (10) days. However, they give the owners thirty (30) days to resolve the issue of them being parked illegally. He also mentioned that sometimes they provide the owners with up to sixty (60) days to resolve the issue.

County Supervisor Espinoza noted that in the past, people would inform him that they did not receive a certified letter before their vehicle was towed. Moreover, he asked if registered cars are still towed away or if only the vehicles that have expired tags.

Police Chief Chavez replied that under the vehicle code, they could tow any vehicle that meets the criteria, whether it's registered or not. If the car is not registered, they usually have a PNO (registered as non-op). If they do impound the vehicle, the owner will need to show their PNO or registration before they can retrieve their vehicle and get a release from the police department.

Paul Garcia, Delhi, expressed his appreciation for the program. He asked how an officer can know if an abandoned vehicle parked in the backyard is registered or not.

Police Chief Chavez replied that if it's in the backyard and not visible to the public from the front, they won't mark the vehicle.

Paul Garcia, Delhi, asked what happens to vehicles that are in the driveway but parked in reverse with expired tags.

Police Chief Chavez replied that they are not concerned with the status of the registration. They are concerned with the condition of the vehicle.

Paul Garcia, Delhi, asked if the public was going to be informed of the city ordinance or policy.

Police Chief Chavez replied that they sent letters in the past, but if he thinks it might be helpful, they can do that.

Council Member Kang asked if it applies to jet skis and old boats or just cars.

Police Chief Chavez replied that if it meets the criteria of being abandoned, it can be enforced with a different section code.

Katherine Shell-Rodriguez, P.O. Box 163, asked if the appeals to the City Council regarding abatement are still in effect and if the \$4,500 revenue is per quarter or annually. Moreover, she noted that the municipal code online is very difficult to navigate, and it's not up-to-date. She would like the issue to be addressed.

Clerk's Notes: Mayor Pro-Temp Garcia left the Council Chambers at 7:23 p.m. due to an urgent call.

Police Chief Chavez noted that the residents could appeal. Captain Soria is also available to resolve any issues or answer any questions. Moreover, he believes the \$4,500 revenue is averaged out quarterly. Lastly, he noted that the City Manager could answer Ms. Shell-Rodriguez's last question regarding the online municipal code.

Motion: M/S Aguilar/Kang to adopt Resolution No. 2019-44, City Council to Authorize Establishing the Merced County Abandoned Vehicle Abatement Service Authority. The motion carried 4-0-1 by the roll call vote:

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

4. Resolution Approving an Option for the Purchase of Certain Real Property Located on D Streets between 5th and 6th Streets.

City Manager Ramirez introduced this item.

City Attorney Sanchez advised Council Member Aguilar to recuse himself since he is a reserve Firefighter.

Clerk's Notes: Council Member Aguilar recuse himself from this item. He left the Council Chambers at 7:30 p.m. before this item was discussed.

City Attorney Sanchez noted that this item is an option agreement to purchase the property. He stated that there is a blank in the exercise of the option, but it will be filled in at six (6) months from today. The City is going with an option agreement to demonstrate site control on the property for them to apply for the grant. He stated that if the council approves this item, the loan agreement

would be part of the purchase agreement and would come back to the City Council for approval. He noted that the loan agreement would have a specific term set. Moreover, he indicated that on page 2, section 2 of the resolution, the words "and approves" will be replaced with the word "with."

City Manager Ramirez noted that the specific building they are looking at has a small section that will be slated for public works storage area. They will be incorporating a little money from different operation funds to pay for the storage space.

Mayor Samra opened Public Comments at 7:38 p.m.

County Supervisor Espinoza noted that the County pushed for two Proposition 68 improvement applications for Winton Park and Houlihan Park in Planada. He encourages the City to move forward. He stated that having a recreation center will help the children.

David Blevins, 1019 4th Street, noted that he is aware of how hard the City and residents have worked to get the grant. He feels that the facilities are needed because the programs are growing. He encourages the council to vote for it.

Donna Dolphy, 1616 Sapphire Dr., agrees that the facilities are needed. She asked if there was more than one building in the location.

Mayor Samra stated that there are two buildings.

Donna Dolphy asked if one of the buildings is in consideration of the proposal of the recreation center. She also asked if the other building is part of the purchase.

Mayor Samra replied that it's part of the purchase option.

Donna Dolphy expressed her concerns on how the building will get paid since it's a six-month option. She stated that the City will not know if they got the grant money in those six months. She asked how the City was going to pay for the facility.

Mayor Samra noted that even though it's an option, they will address the issue.

City Manager Ramirez stated that Public Works outgrew the location that they are in, so the new building will provide them with some storage space. He noted that they will be incorporating some funds that are appropriate for that storage space.

David Bates, P.O. Box 302, supports the project and believes that it would be a great benefit. He stated that the buildings are listed as 5th and 6th Street but pointed out that the building is between 6th and 7th Street.

City Manager Ramirez noted that the City is buying all four properties on 5th and 7th Street.

Mayor Samra closed Public Comments at 7:48 p.m.

Mayor Samra verified that no money was going to be exchanged.

City Manager Ramirez stated that was correct.

Mayor Samra asked when they will get the anticipated award notice for the grant.

City Manager Ramirez stated that it would probably be around the end of the year.

Mayor Samra asked if they will find out if they got the grant before the six months.

City Manager Ramirez stated no.

Mayor Samra stated that if the council is going to base a decision on what the award amount is how will they make that decision in six months.

City Manager Ramirez noted that they can't. He indicated that they are taking a leap of faith in buying the property, but he knows that they will be getting some grant money. He mentioned that the City will have to take the project by phases and go after other grants to make it whole. Moreover, he stated that the council has the option of keeping all properties or just keeping the one property in question. He noted that if the City can't make the mortgage payments, they can lease the properties to get some money.

City Attorney Sanchez noted that the agreement provides six months to look into the financing and bring back more information to the council regarding the purchase and other potential grants. It provides a due diligence period before signing and entering into a Purchase and Sale Agreement.

Mayor Samra asked if the City will get penalized if they do not exercise the option to buy.

City Manager Ramirez stated no.

Mayor Samra asked if the council can back out at any time.

City Manager Ramirez nodded yes.

Mayor Samra verified that there is no financial cost.

City Manager Ramirez stated that there was none.

Mayor Samra stated for the record that there is no cancellation cost.

City Attorney Sanchez noted that the words "and approves" on page 2, section 2 of the resolution will be changed to the word "with" and "5th and 6th Street" will also be replaced to read as "5th and 7th Street" on the resolution.

Motion: M/S Baptista/Samra to adopt amended Resolution No. 2019-45, Resolution Approving an Option for the Purchase of Certain Real Property Located on D Streets between 5th and 7th Streets. The motion carried 3-0-1-1 by the roll call vote:

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

City Attorney Sanchez stated for the record that the motion passed on a vote of 3-0 with 1 absent and 1 being recused.

Clerk's Notes: Council Member Aguilar returned after the action was taken at 7:55 p.m.

Mayor Samra announced that there will be no city council meeting on August 6, 2019.

ADJOURNMENT

Clerk's Notes: The council adjourned back to closed session at 7:58 p.m.

The special meeting was adjourned by consensus at 8:25 p.m.

Deputy City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

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



MEETING MINUTES

CLOSED SESSION/REGULAR MEETING LIVINGSTON CITY COUNCIL SEPTEMBER 3, 2019

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

CALL TO ORDER

Mayor Samra called the meeting to order at 6:30 p.m.

ROLL CALL

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

Mayor Samra opened and subsequently closed Citizen Comments at 6:31 p.m., as there were no comments from the public.

CLOSED SESSION

Mayor Samra opened the meeting for public comments at 6:32 p.m. There were no comments and the Council went into Closed Session immediately thereafter to discuss the following matters:

1. Conference with Labor Negotiator
(Government Code Section 54957.6)
Labor Negotiator: Jose Antonio Ramirez, City Manager
OE3 - Clerical
All Represented and Unrepresented City Employees
2. Conference with Legal Counsel – Potential Litigation
(Government Code Section 54956.9(d)(2))
Number of Cases: 1

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

REGULAR MEETING

Mayor Samra called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The pledge of allegiance to the flag was recited.

ROLL CALL

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

CLOSED SESSION ANNOUNCEMENTS

No reportable action was taken.

CHANGES TO THE AGENDA

Item # 4 was tabled to the next council meeting.

ANNOUNCEMENTS AND REPORTS

Mayor Samra announced that John Ceccoli from Merced County will be following-up with his last presentation.

John Ceccoli noted that he did a presentation last month on the Homeless Regional Plan, and there was a question about motel vouchers being utilized in Livingston. He stated that out of nineteen (19) vouchers issued only four (4) vouchers were used over a forty-five (45) day period in Livingston. Vouchers are not given; the funds are put in EBT cards. He added that of the four (4) people that stayed in Livingston, only one person was a resident of Livingston.

Mayor Samra thanked John Ceccoli.

Supervisor Rodrigo Espinoza Announcements and Reports.

County Supervisor Espinoza announced that they will be having a board meeting next Tuesday at 10:00 a.m. He noted that he is still pushing to change the board meeting time to late afternoons. Moreover, he said that last year, he had some concern citizens informing him that the Veterans Hall needed new refrigeration systems and other upgrades. The County came up with 15 million dollars to refurbish the Veterans Hall in Merced, Winton, Atwater, and Los Banos. He is pushing to get Livingston's Veterans Hall fixed as well.

Paul Garcia, Delhi, asked if the freeway expansion was going to happen.

City Manager Ramirez replied that it will happen. He noted that the money for the project has been allocated. A groundbreaking ceremony will be taking place by Motel 6 sometime in October. The City is still working towards getting money allocated for the southern part.

County Supervisor Espinoza asked for an update on the bottleneck part of Winton Parkway into the southbound freeway.

City Manager Ramirez stated that Caltrans has provided comments and engineering is working on those comments. They anticipate starting the project this year and will continue until the spring of next year.

Police Chief Chavez noted that the groundbreaking will take place on October 29, 2019, at 10:00 a.m.

City Staff Announcements and Reports.

Police Chief Chavez announced that the Livingston Rotary will be hosting its 36th Annual Crab Feed on November 9, 2019, at 6:00 p.m. at Pentecost Hall. He will be selling tickets if anyone is interested.

Fire Captain Alvis gave a PowerPoint presentation highlighting the Fire Department's Emergency Activity Report. Within City limits, there were 80 medical aids, 7 vehicle accidents, 1 alarm soundings, 3 vegetation fire, 1 structure fire, 1 debris fire, 4 Firefighter standby, and 1 public assistance. There were 733 incidents within the City and 496 within the County with a total of 1,229 incidents to date. He also discussed their participation in the LGS Football Medical Standby and Foster Farms Health & Safety Fair.

Paul Garcia, Delhi, asked if the two arrests were due to fires.

Fire Captain Alvis stated that it was for public assistance. They do not make arrests.

Mayor Samra asked if Type 6 was on duty.

Fire Captain Alvis stated that Chief Rahn and City Manager are working on it. He noted that it's responding in the City right now.

Parks and Recreation Superintendent Benoit announced that they are looking for sponsors and volunteers for the Sweet Potato Festival. Tickets are on sale now at City Hall.

Paul Garcia, Delhi, stated that he looks forward to the Sweet Potato Festival every year.

City Manager Announcements and Reports.

City Manager Ramirez reported that in order to minimize the impact to residents on Main Street, they had to make some reconfigurations to make traffic flow. They also put temporary parking. He noted that there will be a point in time where they will have to close down Main Street to work on the center portion. They will figure out a way to minimize the impact on residents and businesses. Moreover, he noted that the first mural is coming out nice. He is hoping to continue working on murals all over town.

City Council Members' Announcements and Reports.

Council Member Aguilar reminded residents of the First Annual Craft Beer Tasting Event that will be held at the Sweet Potato Festival. He noted that recreation has been working hard to provide the event to

the community to fund recreation programs. Moreover, Mr. Aguilar indicated that he will be attending the National Fire Academy next week. He will be taking the risk reduction class through a scholarship and is hoping to bring information regarding risk reduction to the City.

Mayor's Announcements and Reports

Mayor Samra welcomed Councilwoman Barbara Ratzlaff. Moreover, he reported that on Sunday, there was an event at the park. It was an annual event that the ladies put together at the end of the harvest season. He stated that on the ladies' behalf, he wants to thank the police department, explorers, and public works for their assistance. Lastly, he asked City Manager Ramirez if he could provide the status of the installation of the fans on the canopies.

City Manager Ramirez stated that they are currently looking at prices.

CITIZEN COMMENTS

Mayor Samra opened Citizen Comments at 7:31 p.m.

Katherine Schell-Rodriguez, P.O. Box 163, informed the public that she has all of the general plans meeting minutes and letters from the County in digital form and on her website.

Jose Moran, 945 Parkview Dr., announced that this Friday is the deadline for the Teen Advisory Council. Moreover, he invited the public to the second Young Men's Conference that will be held on September 28, 2019, at the Livingston Middle School. They are looking to serve 350 students throughout Merced County and possibly surrounding communities. Children and Students can start registering online (at the Livingston Young Men's Conference website) by September 5, 2019. There will be about 20 different workshops for students. Breakfast and lunch will be provided. Lastly, he stated that a dog park is needed in Livingston.

City Manager Ramirez noted that they had identified a location for a dog park at Lucero Park, but there was a petition signed by the residents in that neighborhood. He thanked Mr. Moran for bringing it to their attention. They will look at other potential places where they can put the dog park.

Mayor Samra noted that yesterday, a resident approached him regarding the dog park. He stated that they need to move forward with the dog park.

County Supervisor Espinoza stated that an excellent place to put a dog park would be the park next to his home because there are no homes on the Southside. They also have a fence on the Southside. Moreover, he stated that Merced County Animal Shelter in Atwater has a lot of cats and dogs if anyone is interested in adopting a pet.

Paul Garcia, Delhi, noted that in Mexico the parks have exercise equipment and would like to see that type of equipment at the Livingston parks.

City Manager Ramirez noted that Gallo Park has some exercise equipment. The City also put walking paths in a few parks.

Baraka Carter, Deputy Chief for Cal Fire, thanked the council for their cooperation and support.

Council Member Aguilar stated that it was great working with him. He mentioned that Mr. Carter is a professional who cared about the community. He informed Mr. Carter that he is always welcomed in Livingston.

Mayor Samra thanked Mr. Carter for his service to the community.

City Manager Ramirez thanked Mr. Carter. He noted that Mr. Carter brought a lot of structure and good ideas to the fire department.

Florepes, 929 Orchard Way, noted that she would like to see a park for pets in Livingston. She stated that people who live in the apartments have dogs that they would like to take for walks.

Veronica Guzman stated that the first step to having a dog park is community education. She said that if the City wants to put a dog park, they should plan to have a dog park for big and small dogs.

Donna Dolphy, 1616 Sapphire Dr., noted that if the City puts senior housing, they need to have a dog park for them. Moreover, she noticed on the warrant register that there is reimbursement for travel for the council members, but does not hear a report back on what the expenditure provided. She asked where she can find out more about the council policy.

Mayor Samra replied that they will look up the policy for her. He noted that the council has a budget where it provides how much money the council will have for travel expenses. He said that there is always a report after the council goes to any conference.

Martha Vera, 913 Narada Way, (Jose Moran translated for Ms. Vera) noted that she is in favor of building a dog park.

Mayor Samra noted that they will be working on the dog park. He stated that it would be a good idea to have the community come in to help locate a location for the dog park.

Police Chief Chavez encourages people to be responsible dog owners. He stated that a dog park comes along with making sure all dogs are licensed. He noted that a lot of unlicensed dogs are not adequately vaccinated. Moreover, he congratulated Fire Chief Carter.

Daisy Salgado on behalf of Neomi Salgado believes that it's a good idea to have a dog park. She asked what they need to do to get a dog park.

Mayor Samra suggested that they put the dog park on the next recreation meeting agenda.

Council Member Aguilar stated that they will put it on the next recreation meeting and will discuss how they can move forward.

Daisy Salgado asked if the meeting was open to the public, and when will the next meeting be.

Council Member Aguilar stated that the next Parks and Recreation meeting will be on September 26, 2019.

City Manager Ramirez translated Council Member Aguilar's statement in Spanish.

Council Member Aguilar stated that after the meeting they can bring it to the council.

Mayor Samra encourages everyone that supports the dog park to attend the meeting to give suggestions and ideas. He informed the residents that they need to get together as a community to figure out where to put a dog park.

Council Member Aguilar stated that the Parks and Recreation meetings are held in the Council Chambers at 6:00 p.m.

Mayor Samra closed Citizen Comments at 8:00 p.m., as there were no further comments from the public.

CONSENT AGENDA

1. Approval of Warrant Register Dated August 28, 2019.
2. Second Reading and Adoption of Ordinance No. 640 Amending Livingston Municipal Code Chapter 2-4, "Parks, Recreation and Arts Commission," Section 2-4-2(B), to Increase the Commissioner Terms from Two (2) Years to Four Years (4).
3. Resolution Approving Signature Authorization for Bank Accounts with F & M Bank.
4. Resolution to Transfer Funds from the General Fund to the Recreation Fund to Cover Budget Shortfall for the 2018-2019 Budget Year.

Item # 4 was tabled to the next council meeting.

Motion: M/S Aguilar/ Baptista to approve Consent Agenda, except for item # 4. The motion carried 4-0-1 by the following voice vote:

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

DISCUSSION AND POTENTIAL ACTION ITEMS

5. Resolution Establishing Terms for the Parks, Recreation and Arts Commissioners Consistent with the Livingston Municipal Code.

Parks and Recreation Superintendent Benoit introduced this item.

Donna Dolphy asked how this item is different from item # 2.

Mayor Samra replied that item # 2 was to change the ordinance.

Council Member Aguilar expressed that it's a good idea to make the change because if everyone leaves at the same time, it could jeopardize all of the ongoing work.

City Manager Ramirez noted that this is an excellent opportunity for anyone that would like to participate in the Parks and Recreation Commission.

Motion: M/S Aguilar/Baptista to approve Resolution No. 2019-58, Establishing Terms for the Parks, Recreation and Arts Commissioners Consistent with the Livingston Municipal Code. The motion carried 4-0-1 by the following roll call vote:

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

ADJOURNMENT

The meeting was adjourned by consensus at approximately 8:05 p.m.

Deputy City Clerk of the City of Livingston

APPROVED:

Mayor or Mayor ProTempore

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

STAFF REPORT

AGENDA ITEM: A Resolution of the City Council of the City of Livingston Approving a Three (3) Year Memorandum of Understanding between the City of Livingston and the Clerical Employees Association on behalf of the Clerical Employees Unit

MEETING DATE: September 17, 2019

PREPARED BY: Danna Rasmussen, Human Resources Coordinator

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

City Council review and approve the Memorandum of Understanding for the City of Livingston Clerical Employees Association Unit.

BACKGROUND:

The City Manager has negotiated additional compensation and benefits, at the direction of City Council, and the bargaining unit known as the Clerical Employees Association Unit has accepted and agreed to the proposed additional compensation and benefits.

DISCUSSION:

Compensation and Benefits negotiated include the following:

1. Effective July 1, 2018 the City of Livingston will pay a 5.5% base salary adjustment. Effective July 1, 2019 the City of Livingston will pay a 5% base salary adjustment. Effective July 1, 2020 the City of Livingston will pay a 1% base salary adjustment.
2. Effective July 1, 2018 Career Service Pay will be added to the MOU to include those unit members who reach 5 years of employment shall receive a \$100 increase to base salary; those members who reach 10 years of employment shall receive a \$200 increase to base salary; those unit members who reach 15 years of service shall receive a \$300 increase to base salary; those unit members who reach 20 years of service shall receive a \$400 increase to base salary; those unit members who reach 25 years of service shall receive a \$500 increase to base salary. The amounts are cumulative. For example: such an employee with 25 years of service would receive \$1500 for 25 years of service.
3. Effective July 1, 2018 the language regarding Funeral Leave will change to include employees shall be allowed a leave of absence with full pay for 40 hours five (5) work days due to the death of a member of the employees' immediate family.
4. Effective upon execution of this agreement, Clerical Employees Association Classic members will pay one percent (1%) of the Employee contribution to PERS.

Effective July 1, 2019, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 2%.

Effective July 1, 2020, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 3%.

5. Education Incentive: Effective upon execution of this agreement all unit members shall receive a 5% salary adjustment upon completion of a Bachelor's Degree. The Educative Incentive will have a maximum of 5%. City reimbursement of 50% of the cost of such education if the education and training is job related has increased by \$100, therefore not to exceed \$400 expense to the City per year.
6. Health and Welfare: During the term of this MOU future premium cost increases will be shared 50/50 by the City and Clerical Employees Association Unit members. Unit members who waive or opt out of the City health insurance coverage will receive \$500 per month.
7. Association Recognition: During the term of this MOU the City recognizes the Operating Engineers Local Union No. 3 representing Livingston Clerical Association classifications as follows: Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Accounting Technician, Administrative Assistant, Administrative Analyst, Sr. Administrative Analyst, and Sr. Administrative Analyst/Community Development. The wage hierarchy will remain unchanged as is between the classifications. City agrees only to the job classification name changes and not to the Ewing compensation salary survey.
8. Retirement-New Members: Change/Add language to read as follows: "Accordingly, "new members" shall pay 50% of the normal cost of their pension benefit and the City shall not pay any of the required employee contribution for "new members".
9. The terms of this Memorandum of Understanding shall become effective July 1, 2018, and continue in effect until June 30, 2021 unless modified, changed, or otherwise altered by force of law or by mutual agreement between the parties of this agreement.
10. All pay increases are retroactive to July 1, 2018.

FISCAL IMPACT:

Approval from City Council to allow staff to make the necessary budget adjustments.

ATTACHMENTS:

1. Resolution No. 2019-___, A Resolution of the City Council of the City of Livingston Approving a Memorandum of Understanding between the City of Livingston and the Livingston Clerical Employees Association Unit
2. Livingston Clerical Employees Association Unit MOU

RESOLUTION NO. 2019-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LIVINGSTON AND
THE LIVINGSTON CLERICAL EMPLOYEES ASSOCIATION**

WHEREAS, the City of Livingston, through its City Manager, has negotiated new terms which will alter or change the existing Memorandum of Understanding, as it applies to the Livingston Clerical Employees Association; and

WHEREAS, the terms of the Memorandum of Understanding between the City of Livingston and the Livingston Clerical Employees Association are effective July 1, 2018 through June 30, 2021; and

WHEREAS, the attached revised Memorandum of Understanding (“MOU”) makes the following changes:

1. Approves modifications to MOU section 7.7: Wages increases as follows;
 - A) 5.5% salary/wage increase effective July 1, 2018.
 - B) 5% salary/wage increase effective July 1, 2019.
 - C) 1% salary/wage increase effective July 1, 2020.
2. Add language to MOU section 14.7: Career Service Pay. those unit members who reach 5 years of employment shall receive a \$100 increase to base salary; those members who reach 10 years of employment shall receive a \$200 increase to base salary; those unit members who reach 15 years of service shall receive a \$300 increase to base salary; those unit members who reach 20 years of service shall receive a \$400 increase to base salary; those unit members who reach 25 years of service shall receive a \$500 increase to base salary. The amounts are cumulative. For example: such an employee with 25 years of service would receive \$1500 for 25 years of service.
3. Change language to MOU section 19.1: Future premium cost increases will be shared 50/50 by the City and Clerical Association Unit members. Unit members who waive or opt out of the City health insurance coverage will receive \$500 per month.
4. Effective upon execution of this agreement, Clerical Employees Association Classic members will pay one percent (1%) of the Employee contribution to PERS. Effective July 1, 2019, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 2%.

Resolution No. 2019-

Effective July 1, 2020, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution to PERS for a total of 3%.

5. Add language to MOU section 15.1: Effective upon execution of this agreement all unit members shall receive a 5% salary adjustment upon completion of a Bachelor's Degree. The Educative Incentive will have a maximum of 5%. City reimbursement of 50% of the cost of such education if the education and training is job related has increased by \$100, therefore not to exceed \$400 expense to the City per year.
6. Association Recognition: During the term of this MOU the City recognizes the Operating Engineers Local Union No. 3 representing Livingston Clerical Association classifications as follows: Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Accounting Technician, Administrative Assistant, Administrative Analyst, Sr. Administrative Analyst, and Sr. Administrative Analyst/Community Development. The wage hierarchy will remain unchanged as is between the classifications. City agrees only to the job classification name changes and not to the Ewing compensation salary survey.
7. Retirement-New Members: Change/Add language to read as follows: "Accordingly, "new members" shall pay 50% of the normal cost of their pension benefit and the City shall not pay any of the required employee contribution for "new members".
8. Approves modifications to MOU section 16.4: Funeral Leave, employee shall be allowed a leave of absence with full pay for up to 40 hours (5) work days due to the death of a member of employees immediate family.

WHEREAS, the City Council now desires to formally approve those changes in the Memorandum of Understanding as has been negotiated and approved by the parties.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livingston that it hereby approves a three (3) year Memorandum of Understanding between the City of Livingston and the Livingston Clerical Employees Association, in a form approved by the City Attorney, for the period of July 1, 2018 through June 30, 2021.

Resolution No. 2019-

Passed and adopted this 17th day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I, hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 17th day of September, 2019.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

CITY OF LIVINGSTON
CLERICAL EMPLOYEES ASSOCIATION
MOU

JULY 1, 2018 THROUGH JUNE 30, 2021

TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
1	Terms of Agreement	1
2	Purpose	1
3	Recognition	1
3.1	Employee Recognition	1
3.2	Association Recognition	2
3.3	Dues Deduction	3
4	City Rights/Employee Responsibilities	3
5	Employee Rights/Official Representation	3
5.1	No Discrimination	3
5.2	Access to Personnel Files	3
5.3	Communication with Employees	3
5.4	Official Representation	4
5.5	Advance Notice	4
5.6	Employee Classification Inclusion/Exclusion	4
6	Conflict of Memorandum and Resolution	4
7	Salary Plan/Compensation	4
7.1	Salary Schedule	4
7.2	Salary Plan Administration	4
7.3	Salary Plan Administration, Advancement within Salary Range	4
7.4	Salary Plan Administration, Salary Step after Promotion or Demotion	5

TABLE OF CONTENTS (CONT'D)

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
7.5	Temporary Upgrading	5
7.6	Salary Plan, Pay Periods	5
7.7	Wage Increases	5
8	Probation Period	5
9	Seniority	5
10	Transfer and Promotion Lists	6
10.1	Transfer	6
10.2	Promotion	6
10.3	Time Off for Examination	6
11	Evaluations and Job Descriptions	6
11.1	Evaluations	6
11.2	Job Descriptions	6
12	Layoffs and Outside Employment	6
12.1	Order of Layoff	7
12.2	Notice of Layoff	7
12.3	Recall	7
12.4	Outside Employment	7
13	Resignation and Reinstatement	7
13.1	Resignation	7

TABLE OF CONTENTS (CONT'D)

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
13.2	Reinstatement	7
14	Hours of Work, Overtime, and Premium Pay	8
14.1	Hours of Work	8
14.2	Breaks	8
14.3	Attendance	8
14.4	Overtime/CTO	8
14.5	Meeting Compensation	8
14.6	Mileage Allowance	9
14.7	Career Service Pay	9
15	Incentive Pay	9
15.1	Education Incentive	9
15.2	Bilingual Incentive	10
15.3	Bi-literate Incentive	10
15.4	Deferred Compensation	10
15.5	Computer Purchase	10
15.6	Notary Incentive	10
16	Holidays	11
16.1	Holiday Pay	11
16.2	Authorized Holidays	11
16.3	Work Performed on a Holiday	11
16.4	Holidays during Vacation	12

TABLE OF CONTENTS (CONT'D)

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
17	Vacation	12
17.1	Vacation Leave	12
17.2	Vacation Allowance	12
17.3	Pay upon Termination	12
17.4	Accrual	12
17.5	Longevity Incentive	13
17.6	Seniority	13
18	Leave Provisions	13
18.1	Sick Leave	13
18.2	Industrial Disability Leave	14
18.3	Limited Duty	14
18.4	Funeral Leave	14
18.5	Leave of Absence	15
18.6	Paid Family Leave	15
18.7	Military Leave	16
18.8	State Disability Insurance	16
19	Health and Welfare	16
19.1	Medical-Dental-Vision-Long Term Disability And Life Insurance	16
19.2	Medical Examinations	17
19.3	Retirement – Classic Members	17
19.4	Retirement – New Members	18

TABLE OF CONTENTS CONT'D

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
19.5	Post Retirement Benefits	18
19.6	Long-Term Disability	19
20	Safety	19
20.1	Observance of Safety Rules and Regulations/Public Service Employees	19
20.2	Safety Equipment	20
21	Discipline and Discharge	20
22	Grievance Procedure	20
23	Modification of Agreement	20
24	New Work	20
25	Past Practices and Existing Memoranda of Understanding	20
26	Resolution of Impasse	20
27	Separability of Provisions	21
28	Term of Memorandum	21-22

SECTION 1 TERMS OF AGREEMENT

This Memorandum of Understanding, upon approval of the City Council, shall remain in effect for those employees employed in the classifications which comprise the Clerical Employees' Association bargaining unit for the period beginning July 1, 2018, and ending June 30, 2021. The terms of this agreement are retroactive to July 1, 2018.

In the event the City agrees to increase wages and/or benefits to any other bargaining group, the City agrees to pay the same or like compensation to the members of The Clerical Employees Association during the term of this agreement.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the period of negotiations and until Notice of Termination of this agreement is provided to the other party.

SECTION 2 PURPOSE

The purpose of this Memorandum of Understanding is to promote and provide harmonious relations, peaceful resolution of disputes, and cooperation and understanding between the City and its employees covered herein, and to set forth the full and entire understanding reached as a result of meeting and conferring on hours, wages, and working conditions in accordance with State and Federal law and City ordinances, rules, and regulations.

SECTION 3 RECOGNITION

3.1 Employee Recognition

It is recognized that within the various departments of the City, there are employees that are classified as clerical employees. It is further recognized that due to the diversity of the job descriptions within the clerical classifications, the employees who are presently labeled as clerical need further descriptive terminology so that they shall be classified appropriately. The wage hierarchy will remain unchanged as is between the Clerical Employees classifications.

The classification of the clerical employees shall include the following:

- Clerical: Office Assistant I
- Sr. Office Assistant
- Recreation Specialist
- Account Clerk
- Sr. Account Clerk
- Administrative Analyst

Sr. Administrative Analyst/Community Development
Sr. Administrative Analyst
Administrative Assistant
Accounting Technician

3.2 Association Recognition

The City of Livingston (City) recognizes the Operating Engineering Local Union No. 3 (OE3), representing Livingston Clerical Association, as the sole and exclusive bargaining agent, for the purposes of establishing wages, hours, and conditions of employment, for all regular City employees of the Clerical Association, who were in the classification of Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Administrative Analyst, Sr. Administrative Analyst, Administrative Assistant, Sr. Administrative Analyst/Community Development and Accounting Technician at the time this Understanding was entered into, but excluding all seasonal (those hired to work for a fixed period of time, which is less than one year), part time, supervisory or confidential employees, and all elected officials or officers of the City. This MOU, unless otherwise indicated, governs those Office Assistant I, Sr. Office Assistant, Recreation Specialist, Account Clerk, Sr. Account Clerk, Administrative Analyst, Sr. Administrative Analyst, Administrative Assistant, Sr. Administrative Analyst/Community Development and Accounting Technician in this bargaining unit which is comprised of:

Office Assistant I
Sr. Office Assistant
Recreation Specialist
Account Clerk
Sr. Account Clerk
Administrative Analyst
Sr. Administrative Analyst/Community Development
Sr. Administrative Analyst
Administrative Assistant
Accounting Technician

The classification or job titles used above are for descriptive purposes only. Their use is neither an indication nor a guarantee that these classifications or title will continue to be used by the City.

City agrees only to the job classification change and not the salary ranges from the Ewing compensation study performed in October 2018.

Conflict of Memorandum and Resolution: It is understood and agreed that there exists within the City Personnel Rules and Regulations per Resolution No. 87-30.

3.3 Dues Deduction

The Association may have the regular dues of its members within the representation unit deducted from the employees' paychecks under procedures prescribed by the City for such deductions. Dues deducted shall be made only upon signed authorization from the employee.

In the event that some form of Association security other than that provided above shall become permissive for public employees under competent enabling legislation, the parties shall then meet and confer with respect to the provisions of this subsection.

SECTION 4 CITY RIGHTS/EMPLOYEE RESPONSIBILITIES

It is understood and agreed that the City retains its powers and authority to direct, manage and control all affairs of the City to the full extent of the law.

It is agreed that this Memorandum of Understanding is not in force or effect until ratified and approved by the City Council of the City of Livingston.

The employer-employee relationship creates mutual responsibilities. Reasonable rules and regulations are necessary to the proper functioning of any city. Observance of all rules, regulations and this Memorandum is essential.

SECTION 5 EMPLOYEE RIGHTS/OFFICIAL REPRESENTATION

5.1 No Discrimination

The City agrees not to discriminate against any employee because of membership in the Association. The Association agrees not to discriminate against any employee for non-membership in the Association. Association activities shall not interfere with the normal operation of the City. See Section 4.1 of Personnel Rules and Regulations.

5.2 Access to Personnel Files

An employee or an employee's representative both upon written authorization from the employee shall have access to the employee's personnel file. Nothing shall be placed in an employee's personnel file until he/she has seen it.

5.3 Communication with Employees

The Association shall be provided suitable space on bulletin boards at each work location for posting notices concerning official Association business.

5.4 Official Representation

The Association shall be entitled to two representatives for the employees, who shall restrict their activities to the handling of grievances, and shall be allowed a reasonable amount of time for this purpose. The City Manager will be notified in writing of the names of the persons so designated.

5.5 Advance Notice

The Association shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet and confer with the City Manager prior to adoption.

5.6 Employee Classification Inclusion/Exclusion

It is recognized that the employees that are within the clerical categories have different job classifications and functions. It is further recognized that each employee in his/her classification must comply with his/her assigned department rules, regulations and needs and, therefore, all items regulatory as well as beneficiary, do not and should not affect all employees the same. Because of the diversity, whenever there is a need to show separation of classification for proper and fair employee rights, the section in question shall show the classification inclusion or exclusion within the section.

SECTION 6 CONFLICT OF MEMORANDUM AND RESOLUTION

It is understood and agreed that there exists within the City, Personnel Rules and Regulations.

SECTION 7 SALARY PLAN/COMPENSATION

7.1 Effective July 1, 2011, a Step F will be added to the salary schedule and will be at least 5% above Step E.

7.2 Salary Plan Administration

See Section 3 of Personnel Rules and Regulations.

7.3 Salary Plan Administration, Advancement within Salary Range

See Section 3 of Personnel Rules and Regulations.

7.4 Salary Plan Administration, Salary Step After Promotion or Demotion

See Section 3 of Personnel Rules and Regulations.

7.5 Temporary Upgrading

An employee assigned by the City Manager or his/her designee to perform the duties of a higher-paid classification shall receive an increase of five percent (5%) for all hours so worked at the higher classification from the first hour worked provided, however, that the rate paid shall not be less than the first step of the classification.

7.6 Salary Plan, Pay Periods

See Section 3.3 of Personnel Rules and Regulations.

7.7 Wage Increases

Employees shall receive base salary increases as follows:

Effective retroactive to July 1, 2018, for persons employed on the date the City Council approves this MOU, a 5.5% base salary increase.

Effective retroactive to July 1, 2019, for persons employed on the date the City Council approves this MOU, an additional 5.0% base salary increase.

Effective July 1, 2020 an additional 1.0% base salary increase.

SECTION 8 PROBATION PERIOD

All employees of the City of Livingston Clerical Employees' Association shall have a probation period of six months. See Section 5.5 of Personnel Rules and Regulations.

SECTION 9 SENIORITY

Seniority is hereby defined as the employee's length of continuous service with the City since his/her last date of hire, except as otherwise provided herein.

Continuous service used in the above paragraph hereof means an employee's total continuous length of service with the City since his/her last date of hire without break or interruption; provided that layoff of one (1) year or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the California Worker's Compensation Act, shall not constitute a break or interruption in service within the meaning of this article.

After an employee satisfactorily completes his/her initial probationary period of employment with the City, his/her seniority shall be effective from the date on which the employee was hired.

Where two or more employees were appointed on the same date, their seniority standing shall be determined in the order in which they filed their application for such employment in accordance with the date of filing such application which shall appear on the application form. See Section 6.3 of Personnel Rules and Regulations.

SECTION 10 TRANSFER AND PROMOTION LISTS

10.1 Transfer

See Section 3.10 of Personnel Rules and Regulations.

10.2 Promotion

See Sections 5.3 and 5.4 of Personnel Rules and Regulations.

10.3 Time Off for Examination

Promotional examinations scheduled by the City during an employee's regular working hours may be taken without any loss in compensation.

SECTION 11 EVALUATIONS AND JOB DESCRIPTIONS

11.1 Evaluations

See Section 8.1 of Personnel Rules and Regulations.

11.2 Job Descriptions

Job descriptions currently adopted will remain, but the City will meet and confer on any changes in the future.

SECTION 12 LAYOFFS AND OUTSIDE EMPLOYMENT

When it becomes necessary to reduce the City's work force, employees shall be "laid off" on the basis of their seniority within the classification. See Section 6.1 of Personnel Rules and Regulations.

12.1 Order of Layoff

See Section 6.1 of Personnel Rules and Regulations.

12.2 Notice of Layoff

Before an employee is laid off, the employee and the Association shall be notified in writing of such contemplated layoff at least thirty (30) working days prior to the effective date of the layoff.

12.3 Recall

See Section 6.2 of Personnel Rules and Regulations.

12.4 Outside Employment

See Section 14.1 of Personnel Rules and Regulations.

Off-duty employment will be approved subject to:

- (a) An absence of interference with the full and efficient performance of duty at all times.
- (b) The absence of a demonstrative conflict of interest between outside employment and City Employment.
- (c) Outside employment must be covered under State Workers' Compensation Insurance or a comparable insurance policy covering industrial accidents and injuries, said coverage to be approved by the City Manager.
- (d) Outside employment will not create any liability against the City of Livingston.

SECTION 13 RESIGNATION AND REINSTATEMENT

13.1 Resignation

See Section 7.1 of Personnel Rules and Regulations.

13.2 Reinstatement

A permanent employee who has resigned in good standing may be allowed to reapply for a vacant position, but will be required to participate in oral interview process if there is one.

SECTION 14 *HOURS OF WORK, OVERTIME, PREMIUM PAY*

14.1 Hours of Work

Hours of work shall be determined by the employee's Department Head according to the work load and the requirements of the employee's assigned department. All employees shall be scheduled to work on a regular work day and each work day shall have a regular starting and quitting time. The work week shall consist of forty (40) hours in any seven (7) day period, unless the employee's classification within his/her department necessitates the employee working a special shift.

14.2 Breaks

Employees are entitled to two fifteen (15) minute breaks per work day. The breaks may be taken during the first four hours and second four hours of the work day. In addition, each employee is entitled to one (1) hour lunch break during his/her work day.

14.3 Attendance

Employees shall be required to contact their Department Head or his/her designee sixty (60) minutes in advance of being late and explain the reason for the tardiness and what time he/she expects to arrive. If an employee is to be absent, he/she must call or discuss the reason beforehand with the Department Head. The employee is responsible for being ready for his/her assigned duty at the start of his/her shift and continue through the shift to the quitting time of the shift in the same state.

14.4 Overtime/CTO

Authorized work performed in excess of forty (40) hours in a regular work schedule in one (1) week, shall constitute overtime. Association members may choose between CTO and paid overtime when they are required to work overtime. Paid overtime will be compensated at one and one-half the employee's regular hourly rate of pay.

14.5 Meeting Compensation

Any employee who, on non-duty hours, attends City Council meetings, Planning Commission meetings, or other City related meetings, as required, for the purpose of taking minutes shall be paid a minimum of three (3) hours per meeting at time and one-half.

14.6 Mileage Allowance

An employee who is required to provide transportation for the performance of his/her job shall be compensated at a rate set by the City Council for all City employees.

An exception to this would be if an employee attended a work oriented function that was reimbursable at a higher rate under another authority. Mileage allowance would not be reimbursable at any rate unless prior approval was given to the employee by his/her Department Head.

14.7 Career Service Pay

Effective July 1, 2018, Employees of the Livingston Clerical Association who reach 5 years of employment with the City of Livingston shall receive a \$100 increase to base salary.

Employees of the Livingston Clerical Association who reach 10 years of employment with the City of Livingston shall receive a \$200 increase to base salary.

Employees of the Livingston Clerical Association who reach 15 years of employment with the City of Livingston shall receive a \$300 increase to base salary.

Employees of the Livingston Clerical Association who reach 20 years of employment with the City of Livingston shall receive \$400 increase to base salary.

Employees of the Livingston Clerical Association who reach 25 years of employment with the City of Livingston shall receive \$500 increase to base salary.

The percentages are cumulative.

This item was agreed upon by the Union and the City with the understanding at each employees' milestone respectively, the City would pay for the years of service.

Example: such an employee with 25 years would get \$1500 for 25 years.

SECTION 15 INCENTIVE PAY

15.1 Education Incentive

Clerical employees are urged to continue their in service formal education. Upon the recommendation of the employee's Department Head, the City Manager may authorize City reimbursement of 50% of the cost of such education if the education and training is job related in the discretion of the City Manager. Cost of education

shall only include tuition, books and supplies, not to exceed \$ 400.00 expense to the City per year.

Members of this bargaining group shall receive a 2.5% salary adjustment upon completion of an Associate of Arts Degree.

Members of this bargaining group shall receive a 5% salary adjustment upon completion of a Bachelor's Degree.

The Education Incentive will have a maximum cap of 5%.

15.2 Bilingual Incentive

The City will pay 5% bilingual pay to those employees who are proficient in conversing and understanding any language other than English. A test will be developed to determine the qualifications.

15.3 Bi-literate Incentive

Effective July 1, 1995, when the City determines such service necessary and the employee passes the City's bilingual examination; such employee shall receive a 5% bi-literate differential.

15.4 Deferred Compensation

Effective January 1, 1998, City will pay up to \$100.00 per month per employee in deferred compensation matching an equal amount contributed by the employee. The City's match to deferred compensation is limited to a one year period beginning January 1 of the effective year. Employees must have five (5) years continued service, effective December 31, 1997, to qualify for this benefit. Members currently eligible to receive this benefit shall do so upon their fifth anniversary and enjoy the City match for a one year period effective January 1 following their anniversary date.

15.5 Computer Purchase

The City will implement an interest free loan to assist Association members with the purchase of personal computers and software as approved by the City.

15.6 Notary Incentive

The City will pay \$60.00 per month. Employee must obtain a Notary Certificate issued by the State of California.

SECTION 16 HOLIDAYS

16.1 Holiday Pay

Regular full-time employees shall be entitled to observe all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day.

16.2 Authorized Holidays

If a holiday falls on a Sunday, the following Monday shall be observed and when a holiday falls on a Saturday, the preceding Friday shall be observed.

- A. Day before New Year's Day
- B. New Year's Day – January 1st
- C. Martin Luther King, Jr.'s Birthday – January 18th
- D. Presidents' Day – Third Monday in February
- E. Memorial Day – Last Monday in May
- F. Independence Day – July 4th
- G. Labor Day – First Monday in September
- H. Veterans' Day – November 11th
- I. Thanksgiving Day – Fourth Thursday in November
- J. Day after Thanksgiving
- K. Day before Christmas Day
- L. Christmas Day – December 25th
- M. Two (2) Floating Holidays

16.3 Work Performed on a Holiday

Any regular full-time employee who is required to work on any of the holidays specified in Subsection 14.2, shall receive regular pay for holidays plus one and one-half (1 ½) times regular pay for hours worked on a holiday.

16.4 Holidays during Vacation

In the event any of the holidays specified in Subsection 14.2 occur while an employee is on vacation, the holiday shall not be charged to vacation.

SECTION 17 VACATION

17.1 Vacation Leave

Annual vacation leave is to enable each eligible employee to return to his/her job mentally refreshed. The purpose of vacation is to insure the employee's continued efficiency by allowing periods of rest and relaxation. Therefore, vacation shall be taken in units of one week or more except that the Department Head may allow an employee to take vacation in units of less than one (1) week when he deems it to be in the best interest of the City. Vacation shall only be allowed in increments of one (1) or more whole days.

Employee will have the option to sell back up to 80 hours total of unused vacation either in December or June annually.

17.2 Vacation Allowance

Vacation shall vest upon the first day of employment. Thereafter, in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Earned</u>
1-2 years	10 days
3-4 years	15 days
5-14 years	20 days
15 years	25 days

17.3 Pay upon Termination

An employee shall be paid for any unused vacation time on the termination of his/her employment. The employee shall be paid at the rate of pay in effect at the time of his/her termination.

17.4 Accrual

Employees may accrue a maximum of 240 hours of vacation allowance. Employees will not receive any compensation for vacation hours in excess of 240 hours unless employee has requested and has been refused a vacation 30 days prior to exceeding 240 hours accumulated vacation. If the employee has been refused a vacation, he/she must schedule a vacation as soon as working conditions will allow.

17.5 Longevity Incentive

10th yr = 1 week of vacation for that year

20th yr = 1 week of vacation for that year

25th yr = 1 week of vacation for that year

30th yr = 1 week of vacation for that year

17.6 Seniority

In the selection of vacation time, preference shall be given to senior employees where vacation requests of employees conflict.

SECTION 18 LEAVE PROVISIONS

18.1 Sick Leave

Sick leave accumulation shall commence the first day of employment at a rate of one day per month. The taking of sick leave shall commence upon the completion of one month of employment. Sick leave may be accumulated without limit. Sick leave shall be paid at time of retirement at 100% to a maximum of 1560 hours. Any additional hours will be credited toward retirement.

Unused sick leave shall be accumulated at the rate of ninety-six (96) hours a year.

When absence is for more than three (3) working days, the employee shall file a physician's certificate or personal affidavit with the immediate supervisor stating the cause and reason for the absence. The City may request a physician's verification of illness before paying any sick leave.

An employee shall be able to use sick leave with pay to care for the employees spouse, son or daughter, or parent who has a serious health condition which necessitates such absence. Some verification of personal sick leave is required. If an employee is absent on paid sick leave and a holiday occurs during such absence, the employee shall receive holiday pay for such holiday and such pay shall not be charged against the employee's sick leave credit.

In the event an employee terminates employment with the City, fifty percent (50%) of unused sick leave shall be paid upon termination of employment up to 50% of 1560 hours. Sick leave to be paid at 75% at time of lay off.

In the event the Workers' Compensation payments cover all or part of the period during which sick leave is paid, the sum of the two shall not exceed the sick leave benefit payable for said period, and the unused portion of accumulated sick leave will continue to be credited to the employee.

18.2 Industrial Disability Leave

Any permanent employee of the City who has suffered any disability arising out of and in the course of City employment, as defined by the Workers' Compensation Laws of the State of California, shall be entitled to disability leave while so disabled without loss of compensation for the period of such disability to the maximum of sixty (60) days. Such disability leave with pay shall be renewable in sixty (60) day increments by the City Manager for a period of one (1) year, subject to examination confirmation of the continuing disability by a physician selected by the City every sixty (60) days.

During the period the employee is paid by the City, the employee shall assign or endorse to the City any benefit payments received as a result of Workers' Compensation Insurance coverage. The City reserves the right to withhold payment of any disability benefits until such time as it is determined whether or not the illness or injury is covered by Workers' Compensation.

The benefits of Sick Leave and Disability Leave shall be mutually exclusive at any one time, and no Disability Leave may be used for the purposes specified under Subsection 18.1, Sick Leave, and no Sick Leave benefits may be used for the purposes specified under this Subsection 18.2, Industrial Disability Leave.

Employees shall accrue vacation credit during an Industrial Disability Leave which does not exceed thirty (30) days of absence. Employees shall not accrue vacation credit after they have been on Industrial Disability Leave for a total of thirty (30) days in one (1) year, unless the disability is incurred pursuant to the employee's job performance.

18.3 Limited Duty

Upon the advice of his/her physician, an employee may request and may be granted transfer to less strenuous or hazardous duties within their classification which the employee is qualified to perform for a period not to exceed one (1) year for non-work related injuries or illnesses, or in the case of work related injuries or illnesses, for the full recovery or rehabilitation period.

18.4 Funeral Leave

Employee shall be allowed a leave of absence with full pay for up to 40 work hours due to the death of a member of Employee's immediate family. For purposes of this provision, immediate family shall include spouse, domestic partner, child (including legally adopted child), parent, grandparent, grandchild, step-parent, stepchild, sibling, step-sibling, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law of the eligible employee. Requests for bereavement leave for persons not listed above may be granted at the discretion of

the City Manager or his/her designee. Time off for funerals or bereavement leave must be taken within time of service of the immediate family member.

18.5 Leave of Absence

Upon written request and approval by the Department Head and the City Manager, a leave of absence without pay may be granted to any permanent employee for a period not to exceed six (6) months for the following reasons:

1. Illness or disability not covered by sick leave.
2. Education or training which will benefit the employee, but that which is not paid by the employer.
3. Personal reasons: In the event of unusual or special circumstances, a leave of absence may be extended if recommended by the Department Head and approved by the City Manager.

A request for leave of absence without pay shall be made in writing to the Department Head stating the reasons for such request. For leaves of absence in excess of five (5) days, the Department Head shall submit the request with their recommendation to the City Manager.

All accumulated vacation time shall be exhausted prior to having been granted a leave of absence without pay. Any employee who does not return to work on the subsequent work day after the date of expiration, maybe considered terminated.

The employee, while on authorized leave of absence, will not be eligible for accruing vacation and/or holidays.

18.6 Paid Family Leave - Per State Law Requirements

To provide care for parents, children, spouses, and domestic partners or to bond with a new child.

Covers all employees who are covered by SDI (or a voluntary plan in lieu of SDI)

Offers up to 6 weeks of benefits in a 12-month period, and provides benefits of approximately 55% of lost wages.

After the first six (6) weeks of such leave, the employee shall be entitled to utilize accrued vacation. While the pregnant employee is on a paid leave status, service credits shall continue to accrue and the City shall continue payments toward group insurance and retirement coverage.

Upon expiration of the approved leave, the employee shall be reinstated to his/her former position. Prior to the employee being reinstated, the Department Head may require a statement from the attending physician that the employee is physically capable of resuming the regular duties of her position.

An employee may, based upon medical factors, request that her leave be extended beyond one hundred twenty (120) days and shall submit a supporting statement from her physician. The Department Head, with the approval of the appointing authority, may extend the leave for up to an additional thirty (30) days.

18.7 Military Leave

Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Manager an opportunity within the limits of military regulations to determine when such leave shall be taken.

18.8 State Disability Insurance

Employee shall pay full premium for State Disability Insurance.

SECTION 19 HEALTH AND WELFARE

19.1 Medical-Dental-Vision-Long Term Disability and Life Insurance

Effective February 1, 2006, for those employees known as the Livingston Clerical Employees Association, the City of Livingston will pay all premiums associated with the cost of providing medical, dental, vision, long term disability and life insurance for full-time employees and their eligible dependents.

Also effective February 1, 2006, the City of Livingston will assume full control over the benefit plans offered to the employees, including the selection and retention of any and all agencies involved in providing and maintaining medical, dental, vision, long term disability and life insurance benefits. The City agrees to continue to provide comparable or better benefit plans for the employees as long as the financial condition of the City is such that it can afford to cover the cost of providing the benefits.

All employees covered by this Agreement shall be covered by a \$100,000.00 life insurance plan with premiums to be paid by the City.

Future Premium Increases

Effective July 1, 2015, the City of Livingston’s Medical Contribution will Cap at the City’s monthly contribution in effect on July 1, 2015, good through June 30, 2016, as follows:

	<u>PPO Option</u>	<u>EPO Option</u>
Employee only	\$506.98	\$575.16
Employee + 1	\$1013.96	\$1150.31
Family	\$1318.17	\$1495.41

Future premium cost increases within the term of this agreement will be shared 50/50 by the City and the affected employee.

Employees who waive OR opt out of the City Health Insurance coverage will receive \$500 per month.

19.2 Medical Examinations

The City, at its option, may require a physical examination of each employee upon his/her entry into employment and of each employee at least once a year during the term of this agreement. Annual physical examinations shall be normally held on the anniversary date of an employee’s entry into employment. Standards of each examination shall be the same for all employees. Any expense in connection with the physical examination will be borne by the City. However, this is not to be considered as meaning that the City will pay for the treatment of any physical ailments which may be discovered by such examination. Medical examinations must be performed at a location selected by the City.

19.3 Retirement - Classic Members

The benefit contract in effect between the City of Livingston and the Public Employees’ Retirement System (PERS) on behalf of eligible permanent full-time employees of this Unit as of July 1, 1989, shall be continued during the term of this Memorandum of Understanding.

The payments made by the City on behalf of the employee will remain in the employee’s account and may be withdrawn by the employee at such time as the employee terminates from participation in PERS or retires. However, money contributed by the City on behalf of the employee will be considered taxable income during the year in which it is withdrawn. The City will furnish all employees an annual statement of the monies deposited in PERS on their behalf.

The City of Livingston shall amend the City’s contract with the Public Employees’ Retirement System (PERS) to provide the following additional benefit as provided by Section 20042 of the Government Code:

The period for determining the average monthly pay rate when calculating retirement benefits will change from the 36 highest paid consecutive months to the 12 highest paid consecutive months. (Applicable only to members retiring or whose death occurs after the effective date of the contract amendment.)

Effective the first full pay period following City Council approval of this MOU, Clerical Employees Association Classic members will pay one percent (1%) of the Employee contribution rate to PERS.

Effective July 1, 2019, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution rate to PERS for a total of 2%.

Effective July 1, 2020, Clerical Employees Association Classic members will pay an additional one percent (1%) of the Employee contribution rate to PERS for a total of 3%.

19.4 Retirement – New Members

All employees hired on or after January 1, 2013, who are considered “new members” under the Public Employees’ Pension Reform Act (PEPRA) will be provided a CalPERS benefit formula of 2% at 62 for Miscellaneous and 2% at 57 for Safety.

In addition, “new members” shall be subject to the contribution requirements in Section 7522.30(a) and (c) of the PEPRA. Accordingly, “new members” shall pay 50% of the normal cost of their pension benefit and the City shall not pay any of the required employee contribution for “new members”.

19.5 Post-Retirement Benefits

For all employees employed by the City as of July 1, 1989, only who retire from the City’s employment under the Public Employees’ Retirement System currently in effect other than disability retirement, the City will continue to pay the premiums for health and dental care coverage in an amount equal to the amount paid if the employee was still employed by the City.

In disability cases, dependent medical and dental coverage will continue until death of the retired employee or until dependents no longer are qualified as dependents under the current medical and dental plan.

Association members hired after July 1, 1989, shall enjoy City paid post-retirement health benefits as defined below:

- A. Employee must have been continuously employed by the City for twenty (20) years. (Disruptions in service due to lay-offs are exempted.)
- B. Post-retirement health insurance for employee only shall be limited to the actual cost of insurance, not to exceed \$300.00 per month.
- C. Disability retirement will be as if employee met the twenty (20) year employment requirement described above.
- D. At age sixty-five (65), Medicare shall become the retired employee's primary insurance.

19.6 Long-Term Disability

City will provide each employee covered under this Memorandum of Understanding with Long-Term Disability coverage at the City's expense.

SECTION 20 SAFETY

20.1 Observance of Safety Rules and Regulations/Public Service Employees

Both the City and the Association shall expend every effort to ensure that work is performed with a maximum degree of safety consistent with the requirement to conduct efficient operations.

Each employee covered by this Memorandum agrees to comply with all safety rules and regulations in effect and any subsequent rules and regulations that may be adopted. Employees further agree that they will report all accidents and safety hazards to the appropriate management official immediately. Any employee having knowledge of, or who is a witness to an accident shall, if requested, give full and truthful testimony as to same.

An employee may refuse a dangerous work assignment if one or all of the following conditions exist and he/she immediately notifies his/her supervisor of the condition(s):

1. He/she has a reasonable belief, based on what he/she knows at the time, that there is a real imminent danger of death or serious physical injury. If he/she has good reasons that other reasonable people would recognize, he/she may refuse the task even if it is later found that there was no imminent danger.
2. If he/she has asked his/her employer to eliminate the danger and the employer has failed to do so.

3. The danger is so imminent that it cannot be eliminated quickly enough through normal OSHA enforcement procedures.

20.2 Safety Equipment

Protective clothing or any type of protective device required in employee's work will be furnished to the employee by the City at no cost to the employee. All employees shall use City supplied safety equipment only for the purpose and use specified under applicable safety rules and regulations.

SECTION 21 DISCIPLINE AND DISCHARGE

See Section 9 of Personnel Rules and Regulations.

SECTION 22 GRIEVANCE PROCEDURE

See Section 10 of Personnel Rules and Regulations.

SECTION 23 MODIFICATION OF AGREEMENT

No changes in this Memorandum of Understanding or interpretations thereof will be recognized, unless agreed to by the City Manager and the Association unless a financial disaster results in a significant loss of revenue to the City which shall allow the City to open the contract unilaterally.

SECTION 24 NEW WORK

In the event the City introduces new work which the Association believes does not fall within any of the existing CPS classification plan, the City and the Association shall, upon written request, meet and confer with respect to the assignment or classifications of such work.

SECTION 25 PAST PRACTICES AND EXISTING MEMORANDA OF UNDERSTANDING

This Memorandum of Understanding shall supersede all existing and prior Memoranda of Understanding between the City and the Association, resolutions and ordinances which are in conflict with this agreement.

SECTION 26 RESOLUTION OF IMPASSE

See Section 11.15 – 11:16 of Personnel Rules and Regulations.

SECTION 27 SEPARABILITY OF PROVISIONS

Should any section, clause or provision of the Memorandum of Understanding be declared illegal and unenforceable by a final judgment of a Court of Competent jurisdiction, such invalidation of such section, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions shall remain in full force and effect for the duration of this Memorandum of Understanding. In the event of such invalidation, the parties agree to meet and confer immediately concerning substitute provisions for the provisions rendered, or declared illegal.

SECTION 28 TERM OF MEMORANDUM

This Memorandum of Understanding entered into on the ___ day of _____, upon approval of the City Council, will remain in effect for those employees in the classifications which comprise the Association Bargaining Unit for the period from July 1, 2018 through June 30, 2021.

In the event the City agrees to increase wages and/or benefits to any other bargaining group, the City agrees to pay the same or like compensation to the members of The Clerical Employees Association during the term of this agreement.

Ninety (90) days prior to the termination of this Memorandum of Understanding, the Association will notify the City if it wishes to modify the agreement. In the event that such notice is given, negotiations shall begin as soon as possible after the notice. This agreement shall remain in full force and be effective during the period of negotiations and until Notice of Termination of this agreement is provided to the other party.

Jose A. Ramirez, City Manager

Date

Filomena Arredondo, OE3 Member

Date

Connie Payan, OE3 Member

Date

For Operating Engineers Local Union No. 3
of the International Union of Operating Engineers, AFL-CIO

Dan Reding
Business Manager

Date

Steve Ingersoll
President

Date

Justin Diston
Vice-President

Date

James K. Sullivan
Recording-Corresponding Secretary

Date

Tim Neep
Director, Public Employee Division

Date

Michael Eggener
Business Representative

Date

STAFF REPORT

AGENDA ITEM: Resolution to transfer funds from the General Fund to the Recreation fund to cover budget shortfall for the 2018-2019 budget year.

MEETING DATE: September 17, 2019

PREPARED BY: Jacquelyn Benoit, Recreation Superintendent

RECOMMENDATION:

Staff recommends that the City Council move \$58,757.32 from the General Fund to the Recreation Fund to cover budget shortfalls for the 2018-2019 budget year.

BACKGROUND AND DISCUSSION:

At the end of the 2018-2019 fiscal year the final reports for the budget show that projections and funds requested for this year came in with shortage of almost \$60,000. All programs were held as shown. Short falls included part time staff salary projections as well as CAL PERS and unemployment insurance.

Because our expenses are higher than our revenue being received for many of our programs I am looking at ways to try to break even and that is to cut programs and or raise our fees. Staff is looking at using tools given to us by the finance department to help us keep a better handle on our expenses.

FISCAL IMPACT:

\$58,757.32

ATTACHMENTS:

1. Resolution.
2. General Ledger for the Recreation Department 2018/2019 fiscal year.

RESOLUTION 2019-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON TO TRANSFER FUNDS FROM THE GENERAL FUND TO THE RECREATION FUND TO COVER SHORTFALLS OF THE 2018-2019 FISCAL YEAR.

WHEREAS, as of September 3, 2019, staff presented to the council for consideration to transfer \$58,757.32 from the general fund to the recreation fund; and

WHEREAS, at the closing of the 2018-2019 fiscal year reports numerous account lines were overspent due to a variety of reasons to include poor projections and costs of programs being more than the revenue; and

WHEREAS, finance has given tools to the recreation department to keep a better eye on the budget and ever growing cost of expenses is occurring. Staff along with the Parks, Recreation and Arts Commission will be exploring ways to meet the increase of expenses.

WHEREAS, staff may be presenting a request to raise fees and or cut programs in order to have a balanced budget; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Livingston does hereby transfers \$58,757.32 from the general fund to the recreation fund to cover the 2018-2019 budget shortfalls.

Passed and adopted this 17th day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Gurpal Samra, Mayor
of the City of Livingston

ATTEST:

I hereby certify that the foregoing resolution was regularly introduced, passed and adopted at a regular meeting of the City Council of the City of Livingston this 17th day of September, 2019.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

General Ledger

Budget Status

User: bgrant
 Printed: 8/28/2019 - 10:06 AM
 Period: 1 to 15, 2019



City of Livingston
 1-116 C Street
 Livingston, CA 95334

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
Fund 1125	Recreation Fund							
Dept 1125-000	Revcnuc							
R33	Intergovernmental							
1125-000-3375	Certified Farmers Mkt GrantRev	15,000.00	417.43	417.43	14,582.57	0.00	14,582.57	97.22
	R33 Sub Totals:	15,000.00	417.43	417.43	14,582.57	0.00	14,582.57	97.22
R34	Charges for Services							
1125-000-3471	Baseball Program Revenue	27,000.00	28,273.00	28,273.00	-1,273.00	0.00	-1,273.00	0.00
1125-000-3472	Swimming Pool Revenue	7,000.00	10,456.55	10,456.55	-3,456.55	0.00	-3,456.55	0.00
1125-000-3473	Basketball Program Revenue	17,000.00	16,360.00	16,360.00	640.00	0.00	640.00	3.76
1125-000-3474	Summer Day Camp Revenue	20,500.00	20,595.50	20,595.50	-95.50	0.00	-95.50	0.00
1125-000-3475	Adult Sports Program Revenue	4,000.00	3,847.00	3,847.00	153.00	0.00	153.00	3.83
1125-000-3476	Contract Classes Revenue	16,680.00	19,810.00	19,810.00	-3,130.00	0.00	-3,130.00	0.00
1125-000-3477	Special Events Revenue	2,500.00	5,782.30	5,782.30	-3,282.30	0.00	-3,282.30	0.00
1125-000-3479	Soccer Program Revenue	22,000.00	23,610.00	23,610.00	-1,610.00	0.00	-1,610.00	0.00
1125-000-3481	Swim Team Revenue	5,000.00	6,203.25	6,203.25	-1,203.25	0.00	-1,203.25	0.00
1125-000-3570	Mural Permit Fee's	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	R34 Sub Totals:	121,680.00	134,937.60	134,937.60	-13,257.60	0.00	-13,257.60	0.00
R36	Return on Use of Money/Prop.							
1125-000-3621	Recreation Concessions	21,000.00	18,734.39	18,734.39	2,265.61	0.00	2,265.61	10.79
1125-000-3622	Rec Center Facility Rentals	17,000.00	17,086.00	17,086.00	-86.00	0.00	-86.00	0.00
1125-000-3623	July 4th - Booth Rental	1,000.00	825.00	825.00	175.00	0.00	175.00	17.50
1125-000-3624	Soccer Field Rentals	1,200.00	0.00	0.00	1,200.00	0.00	1,200.00	100.00
	R36 Sub Totals:	40,200.00	36,645.39	36,645.39	3,554.61	0.00	3,554.61	8.84
R95	Miscellaneous Revenue							
1125-000-3642	Christmas Fundraiser	1,500.00	1,345.00	1,345.00	155.00	0.00	155.00	10.33
1125-000-3650	Sweet Potato Festival Revenue	48,000.00	48,634.66	48,634.66	-634.66	0.00	-634.66	0.00
1125-000-3652	Dwntwn Market/Street Fair Rev	11,000.00	9,891.95	9,891.95	1,108.05	0.00	1,108.05	10.07
	R95 Sub Totals:	60,500.00	59,871.61	59,871.61	628.39	0.00	628.39	1.04
R99	Transfers In							
1125-000-3990	Transfer In	276,455.00	276,455.00	276,455.00	0.00	0.00	0.00	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	R99 Sub Totals:	276,455.00	276,455.00	276,455.00	0.00	0.00	0.00	0.00
	Revenue Sub Totals:	513,835.00	508,327.03	508,327.03	5,507.97	0.00	5,507.97	1.07
	Dept 000 Sub Totals:	-513,835.00	-508,327.03	-508,327.03	-5,507.97	0.00		
Dept 1125-106	Recreation							
E10	Personnel Services							
1125-106-4110	Salaries	96,953.00	97,743.83	97,743.83	-790.83	0.00	-790.83	0.00
1125-106-4115	Salaries P/T(Contract Classes)	5,665.00	2,428.25	2,428.25	3,236.75	0.00	3,236.75	57.14
1125-106-4120	Salaries - Part Time	23,337.42	43,125.68	43,125.68	-19,788.26	0.00	-19,788.26	0.00
1125-106-4121	Salaries P/T Summer Day Camp	13,000.00	18,997.75	18,997.75	-5,997.75	0.00	-5,997.75	0.00
1125-106-4122	Salaries P/T Swimming Pool	7,696.05	14,780.13	14,780.13	-7,084.08	0.00	-7,084.08	0.00
1125-106-4123	Salaries P/T Special Event	6,653.43	6,173.43	6,173.43	480.00	0.00	480.00	7.21
1125-106-4124	Salaries P/T Basketball	12,469.00	10,077.75	10,077.75	2,391.25	0.00	2,391.25	19.18
1125-106-4125	Salaries P/T Youth Baseball	10,573.00	13,825.50	13,825.50	-3,252.50	0.00	-3,252.50	0.00
1125-106-4126	Salaries P/T Soccer	11,047.79	11,035.79	11,035.79	12.00	0.00	12.00	0.11
1125-106-4127	Salaries P/T Adult Sports	1,640.00	1,238.25	1,238.25	401.75	0.00	401.75	24.50
1125-106-4128	Salaries P/T Swim Team	2,268.00	0.00	0.00	2,268.00	0.00	2,268.00	100.00
1125-106-4129	Salaries P/T Facility Rental	2,300.00	2,127.50	2,127.50	172.50	0.00	172.50	7.50
1125-106-4130	Salaries - Overtime	929.11	1,010.00	1,010.00	-80.89	0.00	-80.89	0.00
1125-106-4210	Group Insurance	37,946.00	38,726.74	38,726.74	-780.74	0.00	-780.74	0.00
1125-106-4220	FICA	0.00	459.96	459.96	-459.96	0.00	-459.96	0.00
1125-106-4221	FICA - Medicare	1,683.00	3,214.62	3,214.62	-1,531.62	0.00	-1,531.62	0.00
1125-106-4230	PERS - Employer Contribution	35,523.00	33,674.84	33,674.84	1,848.16	0.00	1,848.16	5.20
1125-106-4231	PERS - Employee Contribution	6,065.70	6,365.30	6,365.30	-299.60	0.00	-299.60	0.00
1125-106-4250	Unemployment Insurance	1,025.00	5,748.69	5,748.69	-4,723.69	0.00	-4,723.69	0.00
1125-106-4260	Worker's Compensation	8,588.10	8,357.21	8,357.21	230.89	0.00	230.89	2.69
1125-106-4270	OPEB Trust Contribution	1,970.00	1,970.00	1,970.00	0.00	0.00	0.00	0.00
	E10 Sub Totals:	287,332.60	321,081.22	321,081.22	-33,748.62	0.00	-33,748.62	0.00
E15	Maintenance and Operations							
1125-106-4300	Professional Services	2,000.00	1,610.00	1,610.00	390.00	0.00	390.00	19.50
1125-106-4310	Contract Services	6,400.00	10,366.76	10,366.76	-3,966.76	0.00	-3,966.76	0.00
1125-106-4313	Contract Class Providers	11,700.00	13,026.31	13,026.31	-1,326.31	0.00	-1,326.31	0.00
1125-106-4340	Computer Support Agreements	6,800.00	6,860.94	6,860.94	-60.94	0.00	-60.94	0.00
1125-106-4410	Utilities	30,000.00	30,329.20	30,329.20	-329.20	0.00	-329.20	0.00
1125-106-4430	Vehicle O & M	0.00	79.90	79.90	-79.90	0.00	-79.90	0.00
1125-106-4431	Equipment O & M	1,200.00	140.96	140.96	1,059.04	0.00	1,059.04	88.25
1125-106-4432	Facilities O & M	4,500.00	7,338.28	7,338.28	-2,838.28	0.00	-2,838.28	0.00
1125-106-4440	Rents/Leases	12,000.00	12,000.00	12,000.00	0.00	0.00	0.00	0.00
1125-106-4520	Insurance	721.33	603.00	603.00	118.33	0.00	118.33	16.40
1125-106-4530	Comm/Cell Phones/Telephone	5,400.00	5,458.30	5,458.30	-58.30	0.00	-58.30	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
1125-106-4540	Advertisement	70.89	0.00	0.00	70.89	0.00	70.89	100.00
1125-106-4580	Travel/Conferences/Meetings	0.00	19.75	19.75	-19.75	0.00	-19.75	0.00
1125-106-4606	Small Tools & Equipment	200.00	296.07	296.07	-96.07	0.00	-96.07	0.00
1125-106-4611	Office Supplies	1,500.00	1,370.33	1,370.33	129.67	0.00	129.67	8.64
1125-106-4612	Postage	1,200.00	2,151.15	2,151.15	-951.15	0.00	-951.15	0.00
1125-106-4614	Swimming Pool O & M	1,000.00	1,220.15	1,220.15	-220.15	0.00	-220.15	0.00
1125-106-4618	Reimbursement/Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1125-106-4619	Miscellaneous Expenditures	3,333.08	6,176.85	6,176.85	-2,843.77	0.00	-2,843.77	0.00
1125-106-4641	Dues/Membership/Fees	400.00	424.00	424.00	-24.00	0.00	-24.00	0.00
1125-106-4949	Swim Team Expense	3,788.00	5,257.10	5,257.10	-1,469.10	0.00	-1,469.10	0.00
1125-106-4950	July 4th Celebration Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
1125-106-4951	Youth Basketball Supplies	8,800.00	8,797.65	8,797.65	2.35	0.00	2.35	0.03
1125-106-4952	Youth Baseball Supplies	13,000.00	14,848.06	14,848.06	-1,848.06	0.00	-1,848.06	0.00
1125-106-4953	Soccer Supplies	11,052.21	10,442.17	10,442.17	610.04	0.00	610.04	5.52
1125-106-4954	Adult Sports Supplies	4,220.00	1,008.00	1,008.00	3,212.00	0.00	3,212.00	76.11
1125-106-4955	Contract Classes Supplies	150.00	182.96	182.96	-32.96	0.00	-32.96	0.00
1125-106-4956	Christmas Celebration Supplies	4,051.58	2,333.74	2,333.74	1,717.84	0.00	1,717.84	42.40
1125-106-4957	Easter Celebration Supplies	2,200.00	3,067.77	3,067.77	-867.77	0.00	-867.77	0.00
1125-106-4958	Street Fair Supplies	15,875.00	18,250.39	18,250.39	-2,375.39	0.00	-2,375.39	0.00
1125-106-4959	Sister City Expense	209.52	0.00	0.00	209.52	0.00	209.52	100.00
1125-106-4960	Arts District Project/Program	7,738.86	2,815.00	2,815.00	4,923.86	0.00	4,923.86	63.63
1125-106-4967	Concession & Candy Supplies	14,000.00	13,700.78	13,700.78	299.22	0.00	299.22	2.14
1125-106-4968	Summer Day Camp Supplies	2,300.00	2,044.13	2,044.13	255.87	0.00	255.87	11.12
1125-106-4969	Downtown Decor	2,125.00	1,761.52	1,761.52	363.48	0.00	363.48	17.10
1125-106-4971	4th of July City Expenditures	0.00	10,367.99	10,367.99	-10,367.99	0.00	-10,367.99	0.00
1125-106-4972	Sweet Potato Festival Expenses	48,000.00	53,413.24	53,413.24	-5,413.24	0.00	-5,413.24	0.00
1125-106-7402	Recognition Banquet	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	E15 Sub Totals:	225,935.47	247,762.45	247,762.45	-21,826.98	0.00	-21,826.98	0.00
E70	Vehicles, Equip & Improvements							
1125-106-7410	Equipment Purchase	566.92	3,748.64	3,748.64	-3,181.72	0.00	-3,181.72	0.00
	E70 Sub Totals:	566.92	3,748.64	3,748.64	-3,181.72	0.00	-3,181.72	0.00
	Expense Sub Totals:	513,834.99	572,592.31	572,592.31	-58,757.32	0.00	-58,757.32	0.00
	Dept 106 Sub Totals:	513,834.99	572,592.31	572,592.31	-58,757.32	0.00		
	Fund Revenue Sub Totals:	513,835.00	508,327.03	508,327.03	5,507.97	0.00	5,507.97	1.07
	Fund Expense Sub Totals:	513,834.99	572,592.31	572,592.31	-58,757.32	0.00	-58,757.32	0.00

Account Number	Description	Budget Amount	Period Amount	YTD Amount	YTD Var	Encumbered Amount	Available	% Available
	Fund 1125 Sub Totals:	-0.01	64,265.28	64,265.28	-64,265.29	0.00		
	Revenue Totals:	513,835.00	508,327.03	508,327.03	5,507.97	0.00	5,507.97	1.07
	Expense Totals:	513,834.99	572,592.31	572,592.31	-58,757.32	0.00	-58,757.32	0.00
	Report Totals:	-0.01	64,265.28	64,265.28	-64,265.29	0.00		

STAFF REPORT

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

MEETING DATE: September 17, 2019

PREPARED BY: Brad Grant, Interim Finance Director

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

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

BACKGROUND:

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

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

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

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

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

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

DISCUSSION:

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

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

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

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

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

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

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

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

FISCAL IMPACT:

The estimated net property tax revenue to be generated from one single-family residence (estimated value of \$300,000) upon construction in a newly annexed area would be about \$2,100, with \$1,323 going to the County and \$777 going to the City.

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

ATTACHMENTS:

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

Passed and adopted this 17th day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

Gurpal Samra,
Mayor of the City of Livingston

ATTEST:

I hereby certify that the foregoing Resolution was regularly introduced, passed, and adopted at a regular meeting of the City Council of the City of Livingston this 17th day of September, 2019.

City Clerk of the City of Livingston

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

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

RECITALS

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

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

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

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

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

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

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

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

County Draft 8-15-19

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

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

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

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

County Draft 8-15-19

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

4. SHARING OF PROPERTY TAX.

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

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

5. PAYMENT FOR COUNTY SERVICES.

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

6. SHARING OF SALES TAX.

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

County Draft 8-15-19

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

7. AGRICULTURAL MITIGATION.

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

8. CITY AND COUNTY GENERAL PLAN COOPERATION.

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

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

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

County Draft 8-15-19

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

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

MODIFICATIONS.

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

9. TERM.

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

County Draft 8-15-19

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

10. MISCELLANEOUS PROVISIONS.

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

County Draft 8-15-19

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

11. NOTICE.

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

COUNTY
 County Executive Officer
 2222 M Street
 Merced, CA 95340

CITY
 City Manager
 1416 C Street
 Livingston, CA 95334

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

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

COUNTY OF MERCED

CITY OF LIVINGSTON

 Lloyd Pareira,
 Chair, Board of Supervisors

 Gurpal Samra,
 Mayor

Date _____

Date _____

ATTEST:

 James L. Brown
 Clerk of the Board

 Antonio Silva,
 City Clerk

Date _____

Date _____

County Draft 8-15-19

APPROVED AS TO LEGALITY AND FORM:

COUNTY OF MERCED

CITY OF LIVINGSTON

James N. Fincher,
County Counsel

Jose M. Sanchez,
City Attorney

Date _____

Date _____
3347525.1