



CITY COUNCIL REGULAR MEETING AGENDA FEBRUARY 16, 2021

OPEN SESSION:

7:00 P.M.

NOTICE: IN ORDER TO MINIMIZE THE SPREAD OF THE COVID-19 VIRUS, THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER N-29-20, WHICH SUSPENDED CERTAIN REQUIREMENTS OF THE BROWN ACT.

WE ENCOURAGE ALL MEMBERS OF THE PUBLIC TO PARTICIPATE IN THE MEETING VIA TELECONFERENCE BY CALLING (605) 468-8002, ACCESS CODE NUMBER 156811#. ANY MEMBER OF THE PUBLIC PARTICIPATING VIA TELECONFERENCE WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

ADDITIONALLY, THE MEETING WILL BE STREAMED ON YOUTUBE LIVE
https://www.youtube.com/channel/UCB_ZmQZIHlH-ECEPZ2VwZg

IF YOU CHOOSE TO ATTEND THE COUNCIL MEETING IN PERSON, YOU WILL BE REQUIRED TO MAINTAIN APPROPRIATE SOCIAL DISTANCING, INCLUDING, MAINTAINING A SIX-FOOT DISTANCE BETWEEN YOURSELF AND OTHER INDIVIDUALS, AND WEAR A FACE COVERING. PLEASE NOTE, SEATING IS LIMITED.

PURSUANT TO STATE ORDER, ALL MEMBERS OF THE PUBLIC ARE REQUIRED TO WEAR A FACE COVERING WHILE INSIDE CITY FACILITIES.

(Some Councilmembers may be participating in the meeting remotely via teleconferencing consistent with the Governor's Executive Order N-29-20.)

Notice is hereby given that the City Council will hold a Regular Meeting on February 16, 2021, at the City Council Chambers, 1416 C Street, Livingston, California or conducted pursuant to the provisions of the Governor's Executive Order N-29-20. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990.

Persons requesting accommodation should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection by email if requested. The Open Session will begin at 7:00 p.m. The agenda shall be as follows:

REGULAR MEETING

CALL TO ORDER

Next Resolution No.: 2021-12
Next Ordinance No.: 643

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Changes to the Agenda.

AWARDS, PRESENTATIONS, PROCLAMATIONS

1. Presentation by Stacie Guzman, Executive Director, Merced County Association of Governments: MCAG Annual Updates.
2. Presentation by Dwight Lawrence Larks: Downtown Livingston Improvement Opportunity.
3. Proclamation Declaring February 2021 as “Black History Month.”

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 Approving Site Plan and Design Review 2019-06, Juan Padilla, Auto Repair Shop, 230 Campbell Blvd; APN#: 024-056-005 and 024-056-006.

CITIZEN COMMENTS

MEMBERS OF THE PUBLIC WISHING TO ADDRESS THE CITY COUNCIL WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS (3 MINUTES) AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20

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 February 11, 2021.
6. Resolution Approving the First Restated and Amended Employment Agreement for Employment of City Manager Between the City of Livingston and Jose Antonio Ramirez.

DISCUSSION AND POTENTIAL ACTION ITEMS

7. Resolution to Accept Bid and Award a Contract to Mid Cal Pipeline & Utilities, Inc., for the 2020 CDBG Sewer Line Replacement Project No. 20-CDBG-12003 and Authorizing the City Manager to Execute the Agreement.
8. Resolution to Accept Bid and Award a Contract to Calgon Carbon Corporation, Moon Township, PA for the Well No. 16 – Centralized TCP Removal Treatment System Supply of Virgin GAC Media – 2021 Project and Authorizing the City Manager to Execute the Agreement.
9. Resolution Approving the Replacement of GAC Media of the two lead vessels in Well No. 8.
10. Resolution Appointing 2 Parks Recreation and Arts Commissioners.
11. Informational Presentation on Development Impact Fees and Community Development Block Grant.
12. Informational Presentation on County Revenue Sharing Agreement.

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

ADJOURNMENT

**PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
RECOGNIZING FEBRUARY 2021 AS BLACK HISTORY MONTH**

WHEREAS, Black History Month, also known as African American History Month, is an annual celebration and recognition of achievements by Black Americans and a time for recognizing their central role in U.S. history; and

WHEREAS, Black History Month is an evolution of “Negro History Week” proposed by scholar Carter G. Wilson in 1926, who chose the second week in February to coincide with the birthdays of Abraham Lincoln and Frederick Douglas; and

WHEREAS, President Gerald Ford officially recognized Black History Month in 1976, calling upon the public to “seize the opportunity to honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history;” and

WHEREAS, since then, every U.S. president has officially designated the month of February as Black History Month; and

WHEREAS, cities in California and across the United States recognize and celebrate February as Black History Month; and

WHEREAS, the State of California proclaimed that this year, the theme of Black History Month shall be “The Black Family: Representation, Identity, and Diversity,” celebrating families as being the foundation of African American life and a key to understanding the African American community’s history; and

WHEREAS, the City of Livingston feels it is important to communicate its support for inclusivity and respect in our City, and desires to recognize and celebrate February 2021 as Black History Month.

NOW THEREFORE, the City of Livingston City Council hereby proclaims the month of February 2021 as Black History Month.

Juan Aguilar Jr., Mayor
of the City of Livingston

STAFF REPORT

AGENDA ITEM: Public Hearing – Resolution Approving Site Plan and Design Review 2019-06, Juan Padilla, Auto Repair Shop, 230 Campbell Blvd; APN#: 024-056-005 and 024-056-006.

MEETING DATE: February 16, 2021

PREPARED BY: Randy Hatch, Contract City Planner

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Council adopt a Resolution approving Site Plan and Design Review 2019-06, Juan Padilla, Auto Repair Shop, 230 Campbell Blvd; (APN#: 024-056-005 and 024-056-006).

BACKGROUND AND DISCUSSION:

This property was owned by CalTrans as part of State Highway 99. This land was deemed as excess right-of-way and this 12,197 sq. ft. property was sold at auction to Mr. Padilla. In this circumstance the property defaults to the General Plan designation (Service Commercial – SC) and Zoning (Highway Service Commercial – C-3) of the adjacent land. The owner, Juan Padilla, is proposing to develop this property for an auto repair shop. A Site Plan and Design Review permit is required for all new construction in the City’s commercial zones. The new shop building will be perpendicular to Simpson Ave and parallel to Campbell Blvd and Highway 99. The shop will be a total of 3,200 sq. ft. in size with an office of 120 sq. ft., two restrooms 60 sq. ft. each (120 sq. ft. total), and 160 sq. ft. reception / waiting area. All entries, two man-doors and two vehicle doors are on the south adjacent to the paved access and maneuvering area. Seven parking spaces (including one handicapped space) are south of the building along the south property line. There is a 25 foot wide driveway from Simpson Ave with an approximate 20 to 25 foot wide paved area. The paved portion of Simpson Ave ends at this property. The Simpson Ave right-of way continues unpaved to Campbell Blvd. There is a 10 ft. unpaved alley separating this property from the multi-family use to the north. The proposed building will connect to existing water, wastewater, storm drain, electrical, gas and communication utilities from the surrounding area.

The building proposed to be constructed is single story, 14 feet high, composed of a metal corrugated style material in a dark gray color (muted ebony). The two roll-up metal doors and the two man-doors on the south side are in a medium gray color (almost charcoal). The roof is flat. A 5-foot wide projection or porch extends at the top of the front elevation for interest and architectural definition and also to provide for some shade or rain protection. The projection / porch is in a light gray color (city storm). A 10 foot wide landscaping area is just south of the driveway and entry area. Another 10 foot wide landscape area is on the east side of the proposed shop along the property line. No exterior lighting is shown on the plans.

This proposal was referred to other City departments and agencies for comment. The City Engineer reviewed the proposal and developed a number of requirements that are included in the Conditions of Approval for the Site Plan and Design Review. Conditions of Approval regarding fire protection are also included as are a number of other standard conditions. The Planning Commission is 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 auto repair business is a “project” subject to review under the California Environmental Quality Act (CEQA). Staff has reviewed this request and believes it qualifies for a Categorical Exemption; specifically, Class 32: In-fill Development Project exemption. This proposal meets the requirements for use of this categorical exemption; it is no more than 5 acres in size, surrounded by urban uses, in an area with no value as habitat for endangered or threatened species, adequately served by all required utilities and public services, and would not result in any significant effects relating to traffic, noise, air quality, or water quality.

ANALYSIS:

The property is undeveloped and is properly General Planned and Zoned for such a use. The use, as proposed and conditioned, meets the development standards of the City’s Zoning and Development Codes. The use meets the height, setback and lot coverage requirements. The parking required for an auto body shop is 1 space per 400 square feet of floor area. Determining the amount of square footage to calculate parking needed for this business is total gross square feet minus office area, rest rooms and reception area. This leaves a working area of 2,800 sq. ft., dividing by the standard of 1 parking space per 400 sq. ft. results in 7 parking spaces needed, 7 spaces are provided. Preliminary landscaping is shown on the site plan that meets the basic size and area standards. A more detailed landscape plan is required as a condition of approval. City standards require a landscape buffer 10 ft. wide along street frontages not occupied by driveways. The landscape area is to be a minimum of 3 ft. wide with one tree per 4 parking spaces and planted with drought tolerant shrubs and ground cover. No turf is allowed. An irrigation system shall be provided. Exterior lighting has also not been provided and is required as a condition of approval utilizing commercial LED outdoor lighting. A signage plan has also not been submitted and is required as a condition of approval.

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.

PLANNING COMMISSION ACTIONS AND RECOMMENDATION:

The Planning Commission held a Public Hearing on this request for a Site Plan and Design Review on January 12, 2021. The applicant’s representative appeared at the Hearing and presented their request and answered questions from the Commission. There were no questions from the public. The Commission deliberated and expressed concern that the customer waiting area and the customer restroom be better defined. It was mentioned by members of the Planning Commission that one bathroom will likely be used by customers and the other bathroom used by mechanics working in the shop. There was also Commission discussion to further buffer noise from the shop from the apartment to the north of the shop across the alley. Finally, the Commission wanted to insure that the shop not become an eyesore with vehicles and parts being stored in the outside paved areas. The Planning Commission addressed their concerns by adding two new Conditions (11 &12) regarding screening of vehicles and parts and the customer waiting area and restroom. The Commission also re-worded Condition 4 to require a solid wall or other barrier along or adjacent to the north wall to protect the apartment users to the north of the alley. There was no objection to these additions and changes by the applicant. With those added /reworded Conditions the Planning Commission unanimously recommended the City Council approve this Site Plan and Design Review as conditioned.

FISCAL IMPACT:

The project would increase property and sales taxes to the City and would provide additional employment opportunities and services available to the City.

RECOMMENDATION:

Staff and the Planning Commission are of the opinion that the proposed use is appropriate for the proposed location. The proposed business provides additional auto service opportunities for customers in the City. This use is expected to provide additional jobs, tax revenue and economic development to the City. Staff and the Commission feel the site layout and building, as proposed and as conditioned, complies with all the requirements and standards applicable. Further, the proposed auto repair business will not negatively impact surrounding uses, including the apartments to the north across the alley. The recommended conditions of approval allows staff to administratively review and approve the landscaping, lighting, and proposed signage as these elements of the Project are detailed during the construction phase of the Project. Staff and the Planning Commission recommend the City Council adopt a resolution: Resolution 2021-____, approving Site Plan and Design Review 2019-06, based on the Findings and Conditions of Approval contained in the attached resolution.

ATTACHMENTS:

1. Resolution 2021-____
Exhibit "A", Conditions of Approval
2. City Engineer Memo Dated 10/30/20, with Added Conditions
3. Project Location Map
4. Proposed Site Plan
5. Proposed Floor Plan
6. Proposed Exterior Elevations
7. Proposed color samples

RESOLUTION 2021-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON APPROVING SITE PLAN AND DESIGN REVIEW 2019-06, JUAN PADILLA, AUTO REPAIR SHOP AT 230 CAMPBELL BLVD, LIVINGSTON, CA

WHEREAS, pursuant to Livingston Municipal Code (“LMC”) section 5-6-7, Juan Padilla, Property Owner and Applicant, has applied for a Site Plan and Design Review approval for an Auto Repair Shop, which consists of a 3,200 square foot building on a 12,197 sq. ft. lot at 230 Campbell Blvd, (APN 024-056-005 and 024-056-006), in the City of Livingston; and

WHEREAS, the site is zoned C-3 (Highway Service Commercial), and has a General Plan designation of Service Commercial 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, 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 Planning Commission has considered the environmental effects of the project and has determined that it qualifies for Categorical Exemption, Class 32 (In-fill Development Project), as documented in the associated staff report and proceedings of the public hearing; 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 standard 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 2021-___, approving the Site Plan and Design of the subject new development.

BE IT FURTHER RESOLVED that the Conditions of Approval within the attached City Council Resolution 2021___, Exhibit A, are hereby approved.

Passed and adopted this 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

Juan Aguilar Jr., 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 16th day of February, 2021.

Leticia Vasquez-Zurita, 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 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
3. The development of the site shall be consistent with approved plans, elevations, and colors. Minor variations from approved plans, elevations, and colors may be allowed at the review and approval of City staff; and
4. A solid wall/barrier be provided on the north side of the building to protect the residential uses to the north.
5. The developer and/or operator shall submit all exterior signs 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
6. The developer shall submit a detailed landscape plan showing the landscape area for Planning administrative review and approval specifying plant selection, size and irrigation. Such plants shall be drought tolerant and provided with irrigation; and
7. 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
8. The developer and/or operator shall comply with the 21 conditions listed in the Memo dated October 20, 2020, from City Engineer Mario Gouveia to Contract City Planner Randy Hatch; and
9. The Developer and/or operator shall contact and meet with the Merced County Fire Marshall to allow the Fire Marshall to evaluate the Project and shall comply with the requirements of the Fire Department; and
10. 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.
11. Auto parts and vehicles under repair shall be screened from adjacent streets and roads.
12. The waiting area and the bathroom for customer use shall be defined on the building plans that are submitted to the Building Department.

GOUVEIA ENGINEERING

MEMORANDUM

TO: Randy Hatch, Contract City Planner

FROM: Mario B. Gouveia, City Engineer

SUBJECT: Engineering Review Comments for Padilla Auto Repair Shop SPDR 2019-06 Application

DATE: October 30, 2020

CC: Jose A. Ramirez, City Manager

These are the Engineering review comments for the Padilla Auto Repair Shop SPDR 2019-06 application.

1. Provide improvement plans (separate from the building plans) for off-site and on-site work including street improvements, site development, utilities, storm drainage, landscaping and irrigation, 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. All existing and proposed dedications, easements, and rights-of-way shall be shown on the improvement plans.
4. Applicant shall prepare an Erosion Sediment Control Plan (ESCP) pursuant to the City of Livingston's MS4 Phase II Permit requirements for construction activities.
5. Unless exempt, prepare and provide volumetric sizing calculations, low development impact (LID) measures, operation and maintenance plan (O&M), and statement of responsibility agreement for storm water management in accordance with the City of Livingston's Post-construction Standards Plan and pursuant to the City's Phase II MS4 Permit requirements.
6. Unless exempt, 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. Provide a soils report for project site prepared by a California registered geotechnical engineer.
8. 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.
9. Applicant shall pay all applicable development impact fees for Municipal Facilities, Police, Fire Protection, Streets and Bridges, Water, Domestic Wastewater, Storm Drainage, and Parks.
10. Connect to existing 8-inch water main on the alley to the north adjacent to the project site for all proposed domestic, irrigation, and fire connections. Connections shall include water meters, backflow preventers, post indicator valves, and fire department connection as applicable.
11. Connect to existing 8-inch sewer main on the alley to the north adjacent to the project site for sanitary service and trash enclosure floor drain.

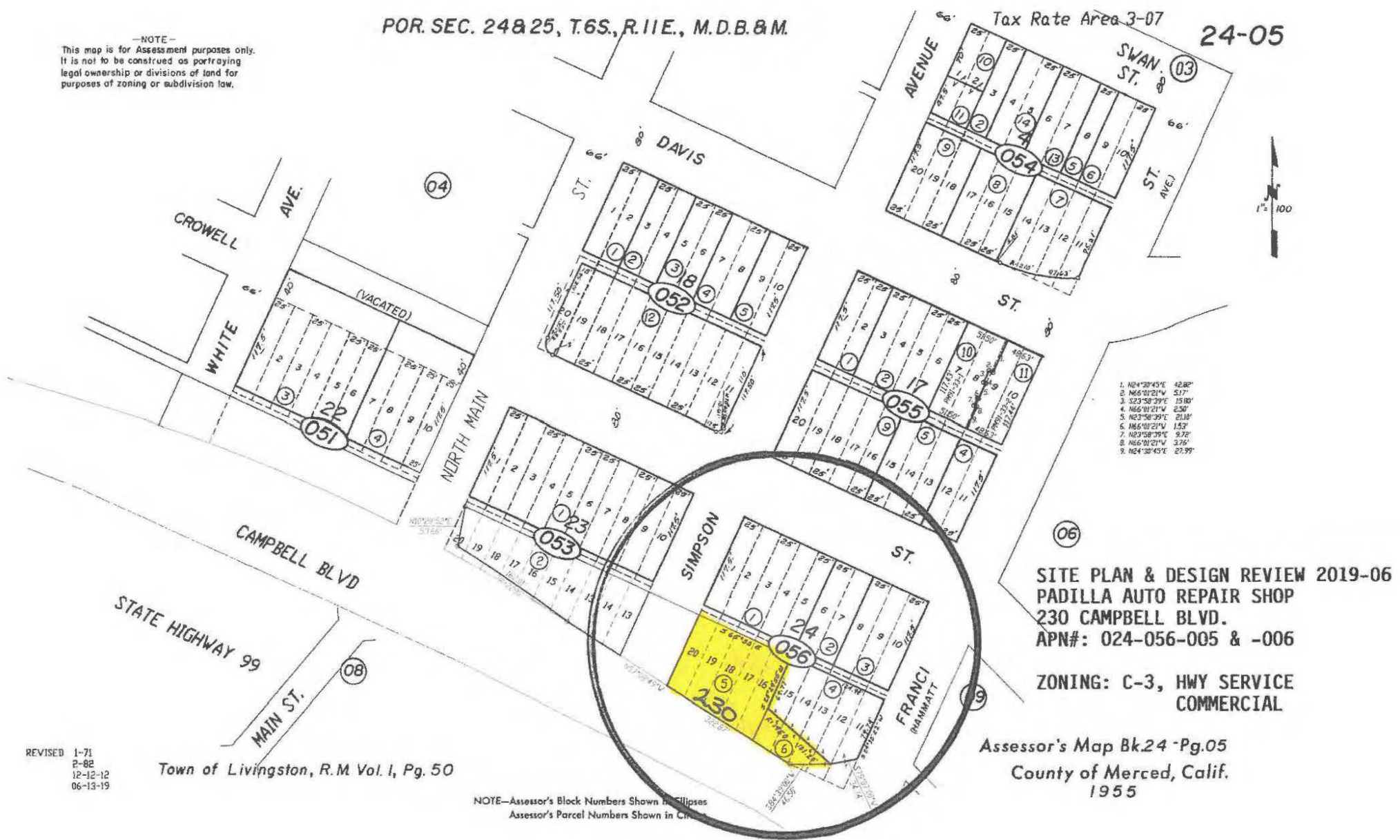
12. Connect to existing storm drain line on Campbell Boulevard for storm runoff from street improvements and all on-site impermeable areas. Submit hydraulic calculations to verify there is adequate capacity on both the existing line and storm basin to handle the additional project storm runoff. Construct new storm line and/or expand the existing Crowell Street basin as required to accommodate the additional storm water volume from the project site.
13. Building floor drain connections to the sanitary sewer and storm drain system are prohibited.
14. Applicant shall cause the dedication of street right of way to the City of Livingston for the north half of Campbell Boulevard to an ultimate width of 55 feet for a total right of way width of 110 feet pursuant to Arterial Standards.
15. Applicant shall cause the dedication of a lineal right of way snipe at the northeast corner of Simpson Avenue and Campbell Boulevard to clear the back of a Case A Curb Ramp per the City of Livingston Standards.
16. Construct street improvements for the full width extension of Simpson Avenue pursuant to Local Street standards for the City of Livingston or as approved by the City Engineer. The roadway pavement shall extend to Campbell Boulevard. Construct curb, gutter, sidewalks, curb returns, curb ramps, street lighting and other required street frontage improvements on both sides of Simpson Avenue between Campbell Boulevard and the alley. Construct all required frontage improvements per City standards or as approved by the City Engineer. Applicant shall be reimbursed for any street improvements outside of the Developer's responsibility for the project as agreed to by the City of Livingston and in accordance with the Livingston development ordinances and the Map Act regulations.
17. Provide on-site and off-site ADA accessible path of travel.
18. On-site parking areas must be designed in accordance with City Standards and as required by the City Engineer.
19. Protect from damage all existing street improvements designated to remain in place. Repairs to any damaged City Facilities such as curb, gutter, sidewalk and driveways caused by construction and construction-related activities shall be completed at Developer's sole cost.
20. Provide trash enclosure as approved by the City Planner and access as approved by Gilton Solid Waste Management.
21. Construct all proposed connections for dry utilities underground and within required easements by the respective utility companies.

POR. SEC. 24 & 25, T.6S., R.11E., M.D.B.&M.

Tax Rate Area 3-07

24-05

—NOTE—
This map is for Assessment purposes only.
It is not to be construed as portraying
legal ownership or divisions of land for
purposes of zoning or subdivision law.



- 1. N24°30'45"E 42.82'
- 2. N66°01'21"W 51.7'
- 3. S23°58'39"E 15.00'
- 4. N66°01'21"W 2.50'
- 5. N23°58'39"E 21.00'
- 6. N66°01'21"W 1.53'
- 7. N23°58'39"E 9.72'
- 8. N66°01'21"W 3.76'
- 9. N24°30'45"E 27.99'

SITE PLAN & DESIGN REVIEW 2019-06
PADILLA AUTO REPAIR SHOP
230 CAMPBELL BLVD.
APN#: 024-056-005 & -006
ZONING: C-3, HWY SERVICE COMMERCIAL

Assessor's Map Bk.24 -Pg.05
 County of Merced, Calif.
 1955

REVISED 1-71
 2-82
 12-12-12
 06-13-19

Town of Livingston, R.M Vol. I, Pg. 50

NOTE—Assessor's Block Numbers Shown in Ovals
 Assessor's Parcel Numbers Shown in Circles

THIS PROJECT CONSIST:
NEW BUILDING TO AUTO REPAIR SHOP
WITH 1 OFFICE 120.00 SQ. FT.
WAITING AREA 160.00 SQ. FT.
=280.00 OF FLOOR AREA

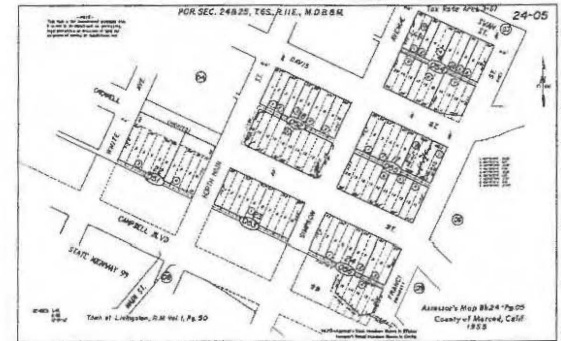
2 BATHROOMS 120.00 SQ. FT.
Total= 3,200.00 Sq Ft



NORTH.

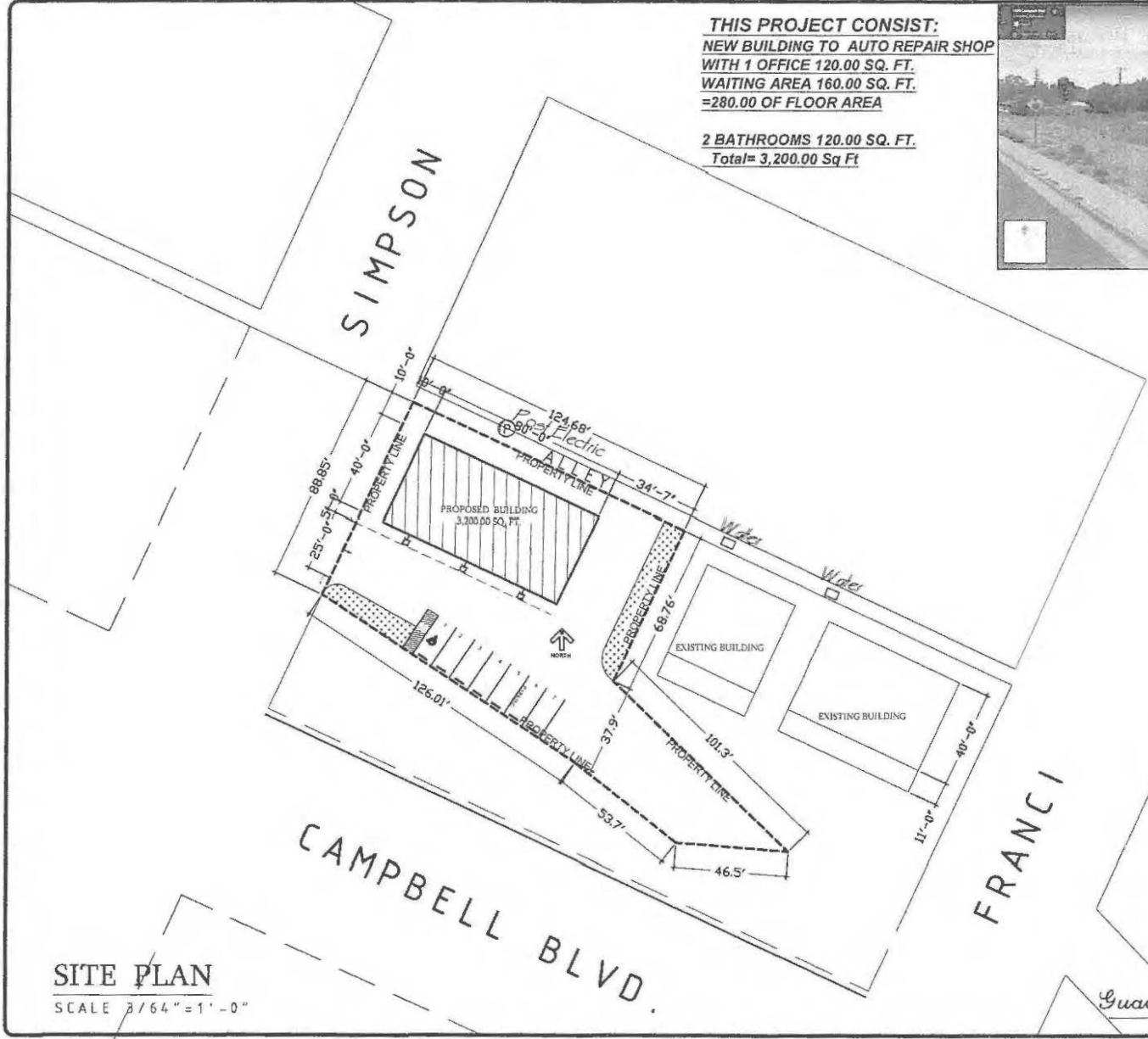
THIS PROJECT WILL CONFORM TO THE
 2016 California Building & Safety Codes
 2016 Calif. Residential Code (CRC)
 2016 Calif. Electrical Code (CEC)
 2016 Calif. Plumbing Code (CPC)
 2016 Calif. Mechanical Code (CMC)
 2016 Calif. Fire Code (CFC)
 2016 Calif. Energy Code

LOCATION



INDEX OF DRAWINGS

1. SITE PLAN
2. PROPOSED FLOOR PLAN
3. ELEVATIONS PLAN
4. ELECTRIC PLAN



SITE PLAN
 SCALE 3/64" = 1' - 0"

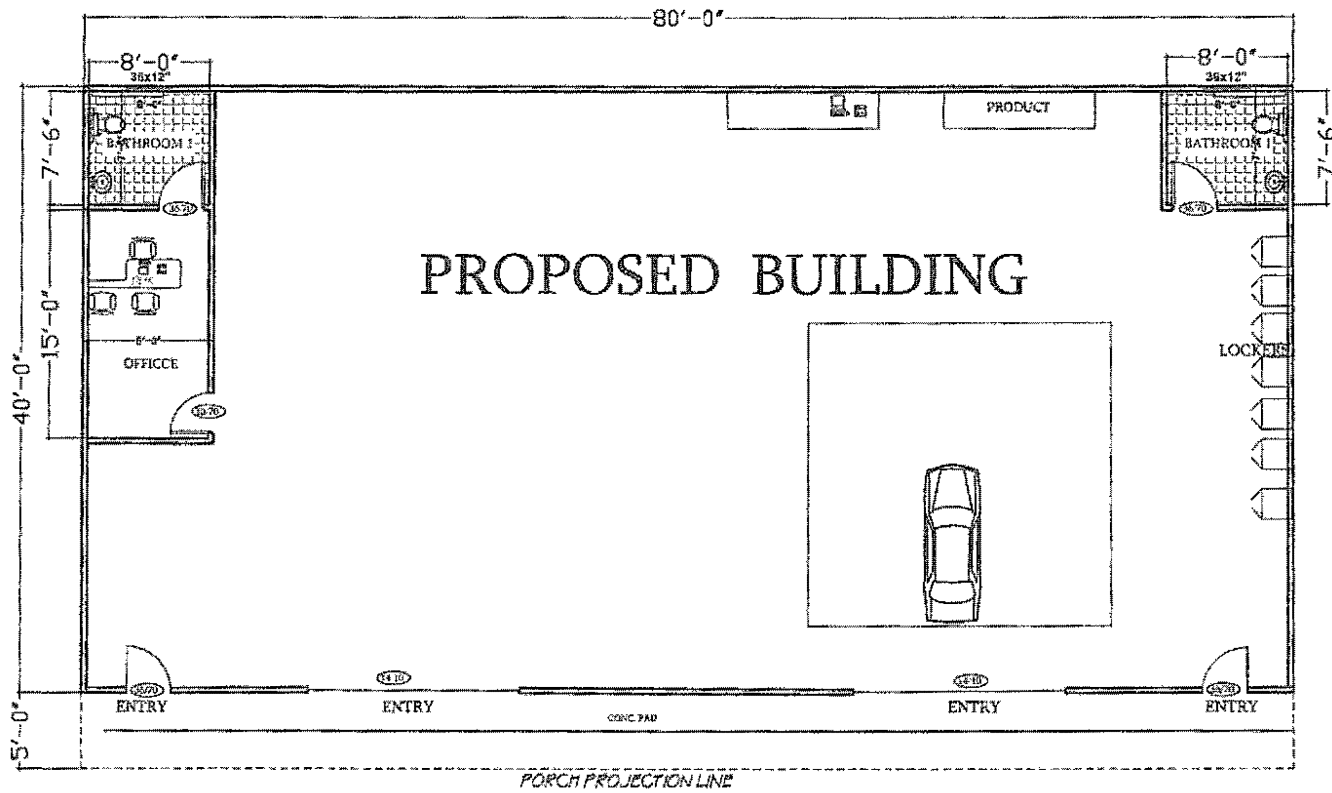
Commercial LED Outdoor Lighting Motion Sensor 50' LED Flood Light Reflector

LAWN

RECEIVED
 JAN 11 2021
 PLANNING

Guadalupe Chavez DEC 2019
 Signature Date

PROJECT:	AUTO REPAIR SHOP
ADDRESS:	CAMPBELL, LIVINGSTON CA 95334
OWNER'S:	JUAN PADILLA 209-241-4468
SHEET:	1 OF 4
DATE:	DEC/ 2019
TAX LOT No:	APN: 000025
SHEET:	01
SCALE:	3/16" = 1' - 0"
DESIGN BY:	
PROJECT:	2205 Nottingham Ave Merced CA, 95340. 209 947 5091 JULIANPEN@GMAIL.COM
OF 4 SHTS.	



THIS PROJECT WILL CONFORM TO THE
 2016 California Building & Safety Codes
 2016 Calif. Residential Code (CRC)
 2016 Calif. Electrical Code (CEC)
 2016 Calif. Plumbing Code (CPC)
 2016 Calif. Mechanical Code (CMC)
 2016 Calif. Fire Code (CFC)
 2015 Calif. Energy Code

THIS PROJECT CONSIST:
NEW BUILDING TO AUTO REPAIR SHOP
WITH 1 OFFICE 120.00 SQ. FT.
WAITING AREA 160.00 SQ. FT.
=280.00 OF FLOOR AREA

2 BATHROOMS 120.00 SQ. FT.
Total= 3,200.00 Sq Ft

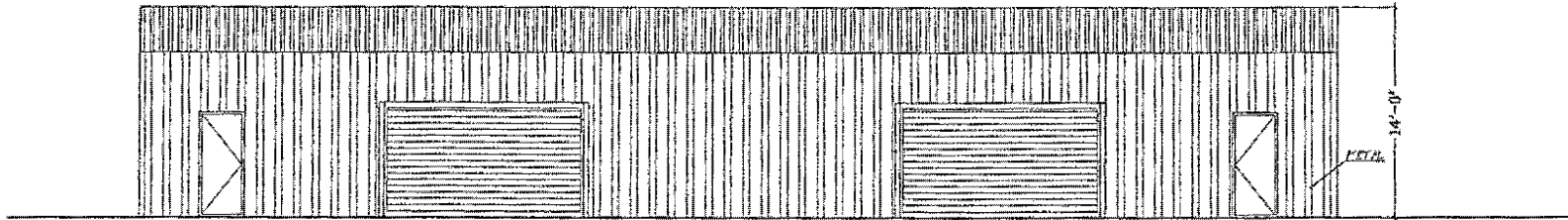
- NOTE:
- Commercial LED Outdoor Lighting Motion Sensor 50w
 - LED Flood Light Reflector
 - Exterior Color: Gray
 - Access Door : Single Steel Security Door with Hardware
 - Access Door for Garage : Industrial Metal Garage Roll Up Door

CAMPBELL ST.

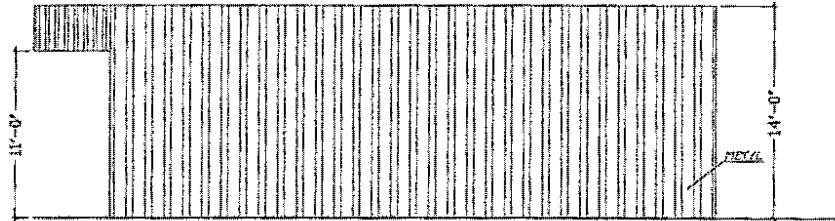
FLOOR PLAN
 SCALE 1/8"=1'-0"

Guadalupe Chavez DECEMBER 2019
 Signature Date

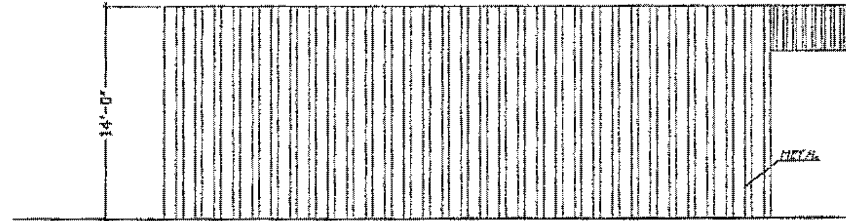
PROJECT: AUTO REPAIR SHOP	
ADDRESS: CAMPBELL, LIVINGSTON CA 95234	
OWNER: JUAN PADILLA 209-291-4468	
SHEETS: 2 OF 4	DATE: DEC/ 2019
TAX LOT ID: APN: 000-025	
SHEET: 02	SCALE: 1/8" = 1'-0"
DRAWN BY: [Signature]	
3225 Nottingham Ave Merced CA, 95340 209 947 5051 TJP@JTPARCHIT.COM	



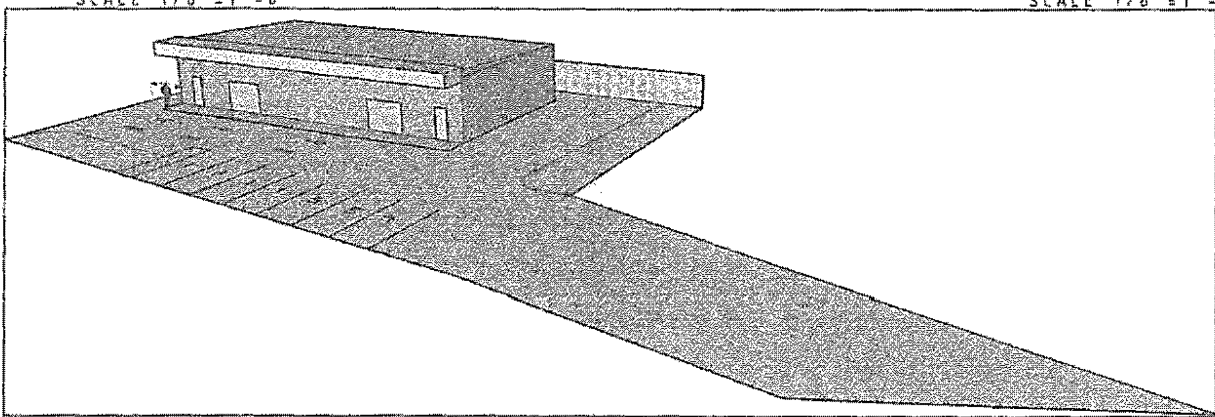
FRONT ELEVATION
SCALE 1/8" = 1'-0"



RIGHT ELEVATION
SCALE 1/8" = 1'-0"



LEFT ELEVATION
SCALE 1/8" = 1'-0"



ELEVATION PLAN
SCALE 1/8" = 1'-0"

Guadalupe Chavez DECEMBER 2019
Signature. Date

PROJECT: AUTO REPAIR SHOP	
ADDRESS: CAMPBELL, LIVINGSTON CA 95034	
OWNER: JUAN PADILLA 209-241-4469	
SHEETS: 3 OF 4	DATE: DEC / 2019
TAX LOT NO: APN 000025	
SHEET: 03	SCALE: 1/8" = 1'-0"
<small> 3705 Frothingham Ave Fremont, CA, 94538 209 347 5931 JULIANPER@GMAIL.COM </small>	

**PADILLA AUTO REPAIR SHOP ON CAMPBELL BLVD.
SITE PLAN & DESIGN REVIEW 2019-06
PROPOSED COLOR SAMPLES**



Muted Ebony

4008-2C | Valspar
Available at Lowe's

valspar



Almost Charcoal

4008-2B | Valspar
Available at Lowe's

valspar



City Storm

4008-2A | Valspar
Available at Lowe's

valspar



STAFF REPORT

AGENDA ITEM: Approval of Warrant Register dated February 11, 2021
MEETING DATE: February 16, 2021
PREPARED BY: Nancy Fuentes, Sr. Account Clerk
REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Approve warrant register dated February 11, 2021

DISCUSSION:

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

January 29, 2021 – February 11, 2021

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.....	\$	525,510.83	3930-4005
PAYROLL/WIRE WARRANTS.....	\$	164,994.49	1500-1513
TOTAL WARRANTS.....	\$	690,505.32	

ATTACHMENTS:

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

Accounts Payable

Checks by Date - Summary by Check Date

User: nfuentes
Printed: 2/11/2021 6:22 PM



City of Livingston
1416 C Street
Livingston, CA 95334

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3930	393	State of California	01/28/2021	2,269.75
Total for 1/28/2021:				2,269.75
3931	560	Northern Tool & Equipment	02/04/2021	10,630.99
3932	422	U.S. Bank Corporate Payment Systems	02/04/2021	4,874.66
Total for 2/4/2021:				15,505.65
3933	251	ABS Direct, Inc.	02/11/2021	701.73
3934	414	Airgas USA, LLC	02/11/2021	74.70
3935	396	American Fidelity Assurance	02/11/2021	4,094.02
3936	397	American Fidelity Assurance Company	02/11/2021	297.90
3937	443	Jeff Arnold	02/11/2021	60.00
3938	566	Barton Overhead Door, Inc.	02/11/2021	168.00
3939	162	Steve Bassi	02/11/2021	25.00
3940	538	Adanan Bath	02/11/2021	25.00
3941	517	Boutin Jones, Inc	02/11/2021	111.00
3942	417	Brenntag Pacific, Inc.	02/11/2021	2,567.66
3943	193	BSK Associates	02/11/2021	2,000.00
3944	567	Burton's Fire, Inc	02/11/2021	1,262.52
3945	192	Cal Traffic	02/11/2021	666.51
3946	168	Calaveras Materials, Inc.	02/11/2021	753.51
3947	418	Central Valley Concrete	02/11/2021	785.71
3948	571	Centro Print Solutions	02/11/2021	64.74
3949	291	City of Livingston c/o L & L District Irrigati	02/11/2021	4,716.09
3950	189	ComTech21 LLC	02/11/2021	39.99
3951	568	Cummins Sales and Service	02/11/2021	2,041.59
3952	547	Don's Mobile Glass	02/11/2021	120.00
3953	569	Dooley Enterprises, Inc.	02/11/2021	3,579.91
3954	163	EZ Auto Supply	02/11/2021	617.43
3955	188	Frontier	02/11/2021	1,702.89
3956	262	Gilton Solid Waste	02/11/2021	90,108.88
3957	261	GreatAmerica Financial Svcs.	02/11/2021	155.08
3958	264	Guardian Public Safety Background Investi	02/11/2021	2,000.00
3959	425	HdL Coren & Cone	02/11/2021	1,375.00
3960	469	Hewlett Packard Financial Services Co.	02/11/2021	81.20
3961	501	Hunt & Sons, Inc.	02/11/2021	3,144.48
3962	296	Image Source	02/11/2021	801.56
3963	388	Interstate Battery System of Fresno	02/11/2021	175.37
3964	165	J L Analytical Services, Inc.	02/11/2021	1,549.00
3965	534	Ranjeet Jhutti	02/11/2021	25.00
3966	570	Jocelyn E. Roland, Ph.D., ABPP	02/11/2021	900.00
3967	167	Kimball Midwest	02/11/2021	429.60
3968	318	La Rue Communications	02/11/2021	1,061.00
3969	228	League of California Cities	02/11/2021	7,105.00
3970	402	Liebert Cassidy Whitmore	02/11/2021	1,260.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
3971	533	Francisco Mendoza- Gonzalez	02/11/2021	25.00
3972	269	Merced Pest Control	02/11/2021	80.00
3973	226	Meyers Nave	02/11/2021	8,986.60
3974	389	Mid Valley IT	02/11/2021	75.00
3975	180	Mission Linen Service	02/11/2021	585.73
3976	459	Municipal Maintenance Equipment	02/11/2021	425.57
3977	507	Muniquip,LLC	02/11/2021	2,445.93
3978	199	Northstar Chemical	02/11/2021	457.49
3979	302	Office Depot, Inc.	02/11/2021	163.37
3980	201	O'reilly Automotive, Inc.	02/11/2021	639.08
3981	205	Paramount Pest Services	02/11/2021	47.00
3982	203	PG&E	02/11/2021	673.89
3983	305	Platt	02/11/2021	6.25
3984	273	Potential Electric Inc.	02/11/2021	8,472.50
3985	405	Premier Access Insurance Company	02/11/2021	5,757.70
3986	392	Randik Paper	02/11/2021	899.74
3987	306	Ricoh USA, Inc.	02/11/2021	1,004.28
3988	535	Jason Roth	02/11/2021	25.00
3989	308	Sprint	02/11/2021	201.62
3990	309	St. Francis Electric	02/11/2021	6,094.33
3991	393	State of California	02/11/2021	2,056.75
3992	564	Texas Life Insurance	02/11/2021	212.30
3993	383	The Bank of New York Mellon Trust Comp	02/11/2021	321,825.00
3994	310	Totlcom, Inc.	02/11/2021	382.72
3995	313	U.S. Bank Equipment Finance	02/11/2021	1,909.77
3996	366	USA Blue Book	02/11/2021	1,386.81
3997	314	Valley Coffee	02/11/2021	56.75
3998	277	Valley Farm Supply Stores, Inc.	02/11/2021	231.79
3999	367	Verizon Wireless	02/11/2021	2,239.14
4000	536	Robert Wallis	02/11/2021	25.00
4001	563	West Coast Turf	02/11/2021	87.55
4002	442	West Steel & Plastic, Inc.	02/11/2021	246.90
4003	210	WGR Southwest, Inc.	02/11/2021	3,121.46
4004	286	Xerox Financial Services	02/11/2021	156.54
4005	317	Zee Medical Service Co.	02/11/2021	83.80
Total for 2/11/2021:				507,735.43
Report Total (76 checks):				525,510.83

STAFF REPORT

AGENDA ITEM: Resolution of the City Council of the City of Livingston Approving the First Restated and Amended Employment Agreement For Employment of City Manager Between the City of Livingston and Jose Antonio Ramirez.

MEETING DATE: February 16, 2021

PREPARED BY: Danna Rasmussen, Human Resources Coordinator

REVIEWED BY: Trevor Taniguchi, City Attorney

RECOMMENDATION:

Adopt a Resolution of the City Council of the City of Livingston approving the First Restated and Amended employment agreement between the City of Livingston and Jose Antonio Ramirez for his employment as City Manager extending the current term for an additional four (4) years and stating that any increases in compensation shall not be automatically linked to any bargaining group.

BACKGROUND:

On May 16, 2017, the City and Mr. Ramirez entered into an Employment Agreement for Mr. Ramirez to work as Livingston's City Manager ("Employment Agreement:). The City now wishes to enter into a First Restated and Amended Employment Agreement.

DISCUSSION:

The City Council and Mr. Ramirez now wish to enter into a First Restated and Amended Employment Agreement, to extend the term for an additional four (4) years and amending the contract to state that any increases in compensation shall not be automatically linked to any bargaining group.

FISCAL IMPACT:

Approval of the attached Resolution and First Restated and Amended Employment Agreement with the City Manager will continue to have the same current fiscal impacts for an additional four (4) years.

ATTACHMENTS:

1. Resolution of the City Council of the City of Livingston Approving the First Restated and Amended Employment Agreement for Employment of City Manager Between the City of Livingston and Jose Antonio Ramirez.
2. First Restated and Amended Agreement for Employment of City Manager.

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING THE FIRST RESTATED AND AMENDED EMPLOYMENT
AGREEMENT FOR EMPLOYMENT OF CITY MANAGER BETWEEN THE CITY OF
LIVINGSTON AND JOSE ANTONIO RAMIREZ**

WHEREAS, on May 16, 2017, City and Ramirez entered into an “at-will” employment agreement for Ramirez to serve as City Manager for the City (“Agreement”); and

WHEREAS, the City desires to continue, as an “at-will” employee, the services of Ramirez as City Manager for the City of Livingston in accordance with applicable provisions of the City’s Municipal Code and the terms of this First Restated and Amended Agreement; and

WHEREAS, Ramirez desires to continue to be employed as the “at-will” City Manager for the City in accordance with applicable provisions of the City’s Municipal Code and the terms of this First Restated and Amended Agreement; and

WHEREAS, the current annual salary for the position of City Manager under this First Restated and Amended Agreement has been set by the City Council as One Hundred Eighty Four Thousand Six Hundred Twenty Dollars (\$184,620); and

WHEREAS, it is the desire of the City Council to provide certain benefits and establish certain conditions of employment for the position of City Manager through this First Restated and Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. First Restated and Amended Employment Agreement. The City Council hereby approves the First Restated and Amended Employment Agreement for Employment of City Manager between the City and Jose Antonio Ramirez, attached hereto as Exhibit “A” and in a form approved by the City Attorney, and authorizes the Mayor to execute the same.

Section 2. Severability Clause. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not effect any other position of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall take effect immediately upon its passage.

Passed and adopted this 16th day of February, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Juan Aguilar Jr., 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 16th day of February, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

EXHIBIT "A"

CITY OF LIVINGSTON

**FIRST RESTATED AND AMENDED
AGREEMENT FOR EMPLOYMENT OF CITY MANAGER**

This First Restated and Amended Employment Agreement (this "**Agreement**") is made and entered into this ___ day of February, 2021, by and between the City of Livingston, a general law city (the "**City**"), and Jose Antonio Ramirez, an individual ("**City Manager**" or "**Ramirez**").

RECITALS

WHEREAS, on May 16, 2017, City and Ramirez entered into an "at-will" employment agreement for Ramirez to serve as City Manager for the City ("Agreement"); and

WHEREAS, the City desires to continue, as an "at-will" employee, the services of Ramirez as City Manager for the City of Livingston in accordance with applicable provisions of the City's Municipal Code and the terms of this First Restated and Amended Agreement; and

WHEREAS, Ramirez desires to continue to be employed as the "at-will" City Manager for the City in accordance with applicable provisions of the City's Municipal Code and the terms of this First Restated and Amended Agreement; and

WHEREAS, the current annual salary for the position of City Manager under this First Restated and Amended Agreement has been set by the City Council as One Hundred Eighty Four Thousand Six Hundred Twenty Dollars (\$184,620); and

WHEREAS, it is the desire of the City Council to provide certain benefits and establish certain conditions of employment for the position of City Manager through this First Restated and Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein , the parties agree as follows:

TERMS

1. Appointment of City Manager:

The City Council hereby re-appoints Ramirez to the position of City Manager in and for the City of Livingston, California. Ramirez hereby accepts such appointment under the terms and conditions of this Agreement.

2. Term of Agreement:

This Agreement will expire on June 5, 2025, unless extended or terminated as provided herein. The parties to this Agreement may terminate this Agreement pursuant to the provisions of Section 5 of this Agreement.

The City and Ramirez agree to begin discussing and negotiating a possible extension of Agreement for Employment of City Manager
Between the City of Livingston and Jose Antonio Ramirez
Page 1 of 9

this Agreement at least eight (8) months prior to the expiration of this Agreement. The parties will work to complete an extension, if any, at least four (4) months prior to the expiration of this Agreement. Negotiating an extension is not mandatory and any failure of either party to agree to any extension or to negotiate for any extension shall not constitute breach of this Agreement.

3. At-Will Employment:

Ramirez is an "at-will" employee who shall serve at the pleasure of the City Council. Accordingly, the City Council may terminate Ramirez' employment under this Agreement at any time, with or without cause. This provision may not be altered except by a written instrument executed by Ramirez, and formally approved by the City Council, which specifically references this Agreement.

4. Duties and Responsibilities:

It is recognized that City Manager devotes a great deal of time outside the normal City Hall office hours schedule and to that end he shall be allowed to establish his work schedule taking into consideration that he is responsible for the supervision of employees and has responsibilities to serve all departments of the City.

a. Ramirez shall commence his duties no later than June 5, 2017. Ramirez shall not receive any compensation and benefits until he has commenced his duties as the full-time City Manager for the City.

b. Ramirez shall serve as the City Manager of the City in accordance with the powers, duties and responsibilities set forth in Title 1, Chapter 6 of the City's Municipal Code and California law. Ramirez shall perform the functions and duties specified under the laws of the State of California; the City's Municipal Code; the Ordinances and Resolutions of the City; and such other duties and functions as the City Council may from time to time assign.

c. Ramirez agrees to devote sufficient time, ability and attention to the City's business. As an exempt employee, Ramirez shall not receive overtime or extra compensation for work performed outside of normal business hours.

d. Ramirez shall be responsible to the City Council for the proper administration of all affairs of the City. Ramirez shall administer and enforce policies established by the City Council, and promulgate rules and regulations as necessary to implement City Council policies.

e. Ramirez shall provide a written summary report to the City Council, at least once monthly, to inform them of the major current activities of the City. The report need not include details or information regarding items that are included or reported on a current City Council meeting agenda.

5. Termination of Employment and Severance:

a. Ramirez may terminate this Agreement and his employment with the City with or without cause, by giving the City sixty (60) days written notice in advance of termination. During the notice period, all the rights and obligations of the parties under this Agreement shall remain in full force and effect. The City shall not be obligated to make any severance payment or provide health care coverage, pursuant to Section 5(c) and 5(d) of this Agreement, if Ramirez

terminates this Agreement or resigns from his position as City Manager.

b. The City Council may terminate this Agreement and Ramirez' employment with the City with or without cause at any time, in accordance with Title 1, Chapter 6 of the City's Municipal Code or any successor Municipal Code provisions in effect at the time of such termination. Ramirez shall have a right to a hearing before the City Council as provided for under Section 1-6-8 of the City's Municipal Code.

c. In the event City terminates Ramirez' employment without cause, Ramirez shall be entitled to severance pay of a lump sum payment equal to six (6) months base salary. This severance is subject to the restrictions set forth in Government Code section 53260 that the maximum amount of severance pay that Ramirez may receive shall not exceed an amount equal to the monthly base salary of the City Manager multiplied by the number of months left on the unexpired term of this Agreement. At no time shall the City be responsible for paying more than six (6) months base salary for severance under this Agreement.

d. Severance pay under Section 5(c) of this Agreement shall be conditioned upon Ramirez signing a waiver and release agreement forever releasing and waiving any and all claims in a form acceptable to the City. Ramirez shall receive the severance payment under Section 5(c) in a lump sum payment, minus all applicable deductions, fifteen (15) business days after execution of the waiver and release agreement. Ramirez shall not receive any severance under this Agreement if such a waiver and release agreement is not executed by the parties. Pursuant to Government Code section 53243.2, any cash settlement related to the termination of this Agreement received by Ramirez from the City shall be fully reimbursed to the City if Ramirez is convicted of a crime involving an abuse of his office or position while employed by the City.

e. Ramirez shall receive payment for all accrued unused vacation at the time of his separation from employment.

f. If Ramirez is terminated "for cause," the City shall not owe any severance under this Agreement. Termination "for cause" may be for the following:

- (i) Theft of City property;
- (ii) Insubordination;
- (iii) Conviction of a felony or misdemeanor relating to Ramirez' fitness to perform assigned duties;
- (iv) Improper use of City funds;
- (v) Unauthorized use of City property;
- (vi) Willful misconduct or malfeasance;
- (vii) Any act of moral turpitude;
- (viii) Other failure of good behavior, either during or outside of employment, such that Ramirez' conduct causes discredit to the City;
- (ix) Upon the death of Ramirez; and
- (x) Permanent disability of Ramirez, or Ramirez becoming otherwise unable to perform the duties of City Manager, by reason of sickness, accident, illness, injury, mental incapacity or health for a period of six (6) weeks following the exhaustion of all available leave balances and any applicable Family Medical Leave Act or California Medical Leave Act leaves, or where the same occurs for forty (40) working days over a sixty (60) working day period

following exhaustion of such leaves.

g. In the event the City terminates Ramirez without cause, the City and Ramirez agree that neither party shall make any written or oral statements to members of the public or the press concerning Ramirez' termination except in the form of a joint press release which is mutually agreeable to both parties. The joint press release shall not contain any text or information that would be disparaging to either party. The parties further agree that, if they are unable to mutually agree on the contents of a joint press release within seventy-two (72) hours after notice of termination, the City may state solely that Ramirez is no longer employed by the City.

h. Removal of Ramirez by the City shall be effected only by a majority vote of the whole City Council as then constituted, convened in a regular Council meeting. However, Ramirez shall not be removed from the position of City Manager without cause during or within a period of ninety (90) days succeeding any general municipal election held in the City at which election a member of the City Council is elected; the purpose of this provision is to allow any newly elected member of the City Council, or a reorganized City Council, to observe the actions and ability of Ramirez in the performance of the powers and duties as City Manager.

6. Compensation and Benefits:

a. Ramirez shall be paid an annual base salary of One Hundred Eight Four Thousand Six Hundred Twenty Dollars (\$184,620).

b. The City Council may review Ramirez' performance and salary throughout the term of this Agreement pursuant to the provisions of Section 13 of this Agreement. The City Council may, from time to time, grant merit increases in Ramirez' base salary as follows: if after a performance evaluation the City Council concludes that Ramirez' performance warrants an adjustment for merit, the City Council may grant a merit adjustment in an amount determined by the City Council, to be effective on a date determined by the City Council. Such merit adjustment may be in the form of lump sum payments, adjustments to the base salary or any other form determined by the City Council. All merit increases shall be in the sole discretion of the City Council. All merit increases shall be in the sole discretion of the City Council. Any increases in compensation shall not be automatically linked to any bargaining group.

c. In addition to the compensation provided in Section 6(a) above, the City agrees to provide the following to Ramirez in consideration for the services provided pursuant to this Agreement:

(i) CalPERS Contribution: Ramirez has been out of the California Public Employees' Retirement System ("CalPERS") for over six (6) months, therefore is now covered under the California Public Employees' Pension Reform Act ("PEPRA"), as a "New Member." Ramirez will receive retirement benefits upon the same terms as those benefits provided for New Members covered by the Local Miscellaneous Members group classification for purposes of CalPERS (non-sworn employees). The New Members currently pay the employee six and a quarter percent (6.25%) share of the CalPERS benefits for New Member employees covered by the Local Miscellaneous group classification.

(ii) Other Retirement Benefit: City agrees to deposit five thousand dollars (\$5,000) annually into Ramirez' International City Management Association Retirement Corporation ("ICMARC") Section 401 Money Purchase Plan or IRC Section 457 deferred

compensation plan, or some other alternative retirement plan chosen by Ramirez as permitted by law. Ramirez may contribute additional amounts from his base salary to the retirement program. Vesting will be and remain at 100 percent (100%) from date of employment, and his ownership in said plan and program assets shall survive the termination of this Agreement and termination of employment with the City. Ramirez may elect to take any or all such payments by City as taxable salary during any calendar year, with such election to be made before January 1 of each year.

(iii) Health Benefits: Ramirez shall receive the same medical, dental and vision insurance, and in lieu options afforded to all non-safety department heads. In case there is a difference between benefits received by non-safety department heads, Ramirez will receive the higher benefit.

(iv) Vacation Leave: Ramirez shall be credited with eighty (80) hours of vacation leave at the time he commences employment. Thereafter, Ramirez shall accrue vacation as follows:

Year 1:	15 days
Years 2-14:	20 days
Years 15 and beyond:	25 days

Ramirez shall accrue vacation leave as set forth in this Section and as normally accrued by department heads.

(v) Administrative Leave: Ramirez shall accrue administrative leave at the same rate and in the same manner as all non-safety department heads. If there are differences in benefits received by non-safety department heads, Ramirez shall receive the higher benefit afforded to other non-safety department heads.

(vi) Life Insurance: City shall provide Ramirez with Life Insurance Coverage in the amount of Five Hundred Thousand Dollars (\$500,000) plus the option to participate in an optional Life Insurance Program.

(vii) Other Benefits: It is the intent of this Agreement that Ramirez receive the same basic benefits afforded all non-safety department heads except as modified herein. Such other benefits as would normally accrue to members of this group shall be received by City Manager as well, whether set forth herein or not. If there are differences in benefits received by non-safety department heads, Ramirez shall receive the higher benefit afforded to other non-safety department heads. Ramirez understands and agrees that the City makes no assurances regarding the taxability of benefits, as such issues are subject to the Internal Revenue Code and related laws.

7. Automobile:

Ramirez shall be provided with a monthly automobile allowance in the sum of Four Hundred Dollars (\$400) so as to allow Ramirez to obtain and maintain an automobile he can utilize in providing the services he is required to provide under this Agreement. Any automobile(s) used by Ramirez to provide services under this Agreement shall be insured by Ramirez in the amount of \$100,000/\$300,000 (PL/PD), and \$50,000 property damage. Ramirez shall provide proof of insurance to the City, and said policy of insurance shall state that it cannot be canceled without thirty (30) days' notice being provided to the City. Ramirez will use his vehicle in commuting to

the work and in the performance of his employment responsibilities within the County of Merced. For trips associated with the performance of his employment outside of the County of Merced, Ramirez shall be allowed to use a City vehicle. If Ramirez uses his own vehicle for trips associated with the performance of his employment outside of the County of Merced, Ramirez will be afforded the opportunity to submit for mileage reimbursement at the current Internal Revenue Service approved rate. For purposes of this Agreement, to and from home shall not be considered in the "performance of his employment outside of the County of Merced" eligible for mileage reimbursement.

8. Phone – Provided by the City:

Ramirez shall be provided with a City owned phone to use for City business.

9. Other Employment:

The City Council is aware of, and approves, Ramirez' current ownership and employment in two (2) consulting firms (1) Community Development, Inc. and 2) Advanced Mechanical Engineering Corp.) and one (1) spirits company (Mex-Cal, Inc.). The Council approves Ramirez' additional employment in the firms listed in this Section subject to: 1) Ramirez devoting sufficient time, ability and attention to the City's business as City Manager; 2) the ownership/employment does not conflict with the interests of the City; and/or 3) the ownership/employment is not in direct conflict with projects or activities that the City is engaged in. Any additional employment not listed in this Section requires City Council written approval. If at any time, in the opinion of the City Council, Ramirez is not providing sufficient time to perform the duties of City Manager, or the ownership/additional employment is in conflict with the City, the City Council may call for a closed session City Manager evaluation to discuss with Ramirez.

10. Indemnification:

The City shall defend, hold harmless and indemnify Ramirez against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act of omission occurring in the performance of Ramirez' duties in accordance with the provisions of California Government Code section 825. The City shall provide a defense in accordance with Government Code section 995. The City may decline to defend and/or indemnify Ramirez only as permitted by the California Government Code. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. In the event the City provides funds for legal criminal defense pursuant to this Section, Ramirez shall reimburse City for such legal criminal defense funds if Ramirez is convicted of a crime involving an abuse of office or position, as provided by California Government Code sections 53243-53243.4.

11. Notices:

Notices pursuant to this Agreement shall be in writing and served by mailing via the United States Postal Service, certified signature postage or express mail, addressed as follows:

- a. The City:
Mayor and City Council
City of Livingston
1416 C Street
Livingston, California 95334

b. Ramirez:
Jose Antonio Ramirez

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial process. Notice shall be deemed given as of the date of personal service or as of the date of mailing of such written notice, postage prepaid, with the United States Postal Service.

12. Bonding:

The City shall bear the full cost of any fidelity or other bond required under any law or ordinance.

13. Performance Evaluations:

The City Council will review and evaluate the performance of Ramirez at least once every year in July. The City Council shall consider adjusting Ramirez' salary annually. At the time of each evaluation, performance goals shall be discussed that will be used to assist in the evaluation of Ramirez' performance in the future. Ramirez will timely cause to be placed on the City Council agenda each year or as otherwise directed by the City Council, a "closed session" for the purpose of his performance evaluation. Failure of the City to schedule this goal setting session shall not constitute a material breach of this Agreement.

14. Professional Development:

The City agrees to pay the professional dues, subscriptions, travel and other business expenses of Ramirez reasonably necessary for his continued and full participation in national, regional and local associations, professional organizations, government groups and committees thereof for the good of the City and desirable for continued professional growth and advancement, subject to the approval of the City Council. Annual membership fees to City Manager organizations, approved by the City Council, shall be paid for by the City. The City agrees to pay the professional memberships, city and member dues and subscriptions on behalf of Ramirez to the International City Management Association ("**ICMA**") and League of California Cities ("**LOCC**").

15. Miscellaneous:

a. Pursuant to Government Code sections 53243, 53243.1, and 53243.2, which became effective on January 1, 2012, if City Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: 1) if Ramirez is provided with administrative leave pay pending an investigation City Manager shall be required to fully reimburse City such amounts paid; 2) if City pays for the criminal legal defense of City Manager which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense, City Manager shall be required to fully reimburse City such amounts paid; and 3) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that City Manager may receive from City shall be fully reimbursed to City or void if not yet paid to City Manager. For purposes of this Section, abuse of office or position means either: 1) an abuse of

public authority including waste fraud and violation of the law under color of authority; or 2) a crime against public justice including, but not limited to, a crime described in Title 7 commencing with Section 92 of Part 1 of the Penal Code or as specifically defined under separate provisions of California statute.

b. The text herein shall constitute the entire agreement between the parties. This Agreement may not be modified, except by written agreement executed by both parties.

c. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

d. This Agreement shall be governed by the laws of the State of California.

e. The parties agree that any ambiguity in this Agreement shall not be construed or interpreted against, or in favor of, either party.

f. This Agreement may be executed in counterparts containing original signatures.

***[Signatures to Follow on Next
Page]***

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and Ramirez has signed and executed this Agreement, on the day and year written below.

RAMIREZ:

DATED: _____

Jose Antonio Ramirez, CITY MANAGER

CITY:

DATED: _____

Juan Aguilar, Jr., MAYOR

ATTEST:

Leticia Vasquez-Zurita, CITY CLERK

APPROVED AS TO FORM:

Trevor Taniguchi, CITY ATTORNEY

3690034.2

STAFF REPORT

AGENDA ITEM: Resolution to Accept Bid and Award a Contract to Mid Cal Pipeline & Utilities, Inc., for the 2020 CDBG Sewer Line Replacement Project No. 20-CDBG-12003 and Authorizing the City Manager to Execute the Agreement

MEETING DATE: February 16, 2021

PREPARED BY: Mario B. Gouveia, City Engineer

REVIEWED BY: José Antonio Ramírez, City Manager

RECOMMENDATION:

Staff recommends that the Council adopt Resolution No. 2021-____, accepting the low bid from Mid Cal Pipeline & Utilities, Inc. in the amount of \$1,658,908.80 for the 2020 CDBG Sewer Line Replacement Project No. 20-CDBG-12003 and authoring the City Manager to sign the agreement on behalf of the City of Livingston.

BACKGROUND:

Construction for the 2020 CDBG Sewer Line Replacement Project No. 20-CDBG-12003 will be funded through a Community Development Block Grant.

The major work consists of removing and replacing approximately 2,700 linear feet of 15" sanitary sewer lines, furnishing and installing approximately 3,400 linear feet of new 8" sanitary sewer lines, constructing 23 sewer manholes, furnishing and installing 38 sewer laterals, planing and placing approximately 2,555 tons of asphalt concrete, adjusting utility covers to grade, and constructing concrete repairs at various locations in the City of Livingston.

The project was advertised on December 15, 2020 in the Merced Sunstar.

DISCUSSION:

The City received three (3) bids that were opened and read aloud at 11:00 a.m. on January 21, 2021 at the City of Livingston City Hall, this being the advertised bid opening date and time. The lowest responsible bid was submitted by Mid Cal Pipeline & Utilities, Inc. in the amount of \$1,658,908.80. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Mid Cal Pipeline & Utilities, Inc.	\$ 1,658,908.80
R.L. Friend Construction, Inc.	\$ 1,901,249.00
Rolfe Construction Inc.	\$ 1,973,433.00
Engineer's Estimate	\$ 2,265,987.00

FISCAL IMPACT:

The 2020 CDBG Sewer Line Replacement, Project No. 20-CDBG-12003 will be funded through a Community Development Block Grant.

ATTACHMENTS:

1. Resolution No. 2021-__
2. Abstract of Bids

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
ACCEPTING BID AND AWARDING CONTRACT TO MID CAL PIPELINE & UTILITIES,
INC. FOR THE 2020 CDBG SEWER LINE REPLACEMENT, PROJECT NO. 20-CDBG-12003
AND TO AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the Invitation to Bid for the 2020 CDBG SEWER LINE REPLACEMENT, PROJECT NO. 20-CDBG-12003 in the City of Livingston was listed in the Merced Sunstar on December 15, 2020; and

WHEREAS, the project will consist of removing and replacing approximately 2,700 linear feet of 15" sanitary sewer lines, furnishing and installing approximately 3,400 linear feet of new 8" sanitary sewer lines, constructing 23 sewer manholes, furnishing and installing 38 sewer laterals, planing and placing approximately 2,555 tons of asphalt concrete, adjusting utility covers to grade, and constructing concrete repairs at various locations in the City of Livingston; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Livingston City Hall on January 21, 2021 at 11:00 a.m.

<u>Contractor</u>	<u>Total Bid</u>
Mid Cal Pipeline & Utilities, Inc.	\$1,658,908.80
R.L. Friend Construction, Inc.	\$1,901,249.00
Rolfe Construction Inc.	\$1,973,433.00

WHEREAS, the Engineer's Estimate was \$2,265,987.00.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby adopts Resolution 2021-_____ upon the recommendation of the City Engineer that the 2020 CDBG SEWER LINE REPLACEMENT, PROJECT NO. 20-CDBG-12003 be awarded to: Mid Cal Pipeline & Utilities, Inc. in the amount of One Million, Six Hundred Fifty-Eight Thousand, Nine Hundred Eight Dollars and Eighty Cents (\$1,658,908.80).

BE IT FURTHER RESOLVED, That the City Council of the City of Livingston authorizes the City Manager to execute the Agreement.

Passed and adopted this 16th day of February, 2021, by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., 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 16th day of February, 2021.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

**ABSTRACT OF BIDS FOR
CITY OF LIVINGSTON
2020 CDBG Sewer Line Replacement, Project No. 20-CDBG-12003
Bid Opening: January 21, 2021 at 11:00 a.m.**

Item No.	Item Description	Quantity and Unit		<i>Engineer's Estimate</i>		Mid Cal Pipeline & Utilities, Inc. PO Box 2406 Merced, CA 95344		R.L. Friend Construction, Inc. 731 E. Yosemite Ave Ste. B127 Merced, CA 95340		Rolfe Construction Inc. 3573 Southern Pacific Ave. Atwater, CA 95301	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	60,000.00	60,000.00	60,000.00	60,000.00	53,738.00	53,738.00	60,000.00	60,000.00
2	Traffic Control Plan	1	LS	20,000.00	20,000.00	20,000.00	20,000.00	17,913.00	17,913.00	20,000.00	20,000.00
3	Furnish and Install 8-Inch Sewer Line	3,411	LF	140.00	477,540.00	85.00	289,935.00	95.00	324,045.00	68.00	231,948.00
4	Furnish and Install 15-Inch Sewer Line	2,687	LF	165.00	443,355.00	160.00	429,920.00	127.00	341,249.00	109.00	292,883.00
5	Remove Manhole	12	EA	4,000.00	48,000.00	2,500.00	30,000.00	3,989.00	47,868.00	3,500.00	42,000.00
6	Abandon Manhole	6	EA	2,500.00	15,000.00	1,000.00	6,000.00	3,102.00	18,612.00	2,500.00	15,000.00
7	Construct Sanitary Sewer Manhole	23	EA	7,000.00	161,000.00	6,000.00	138,000.00	6,220.00	143,060.00	9,520.00	218,960.00
8	Furnish and Install Sewer Lateral Service	38	EA	5,000.00	190,000.00	3,500.00	133,000.00	3,182.00	120,916.00	4,500.00	171,000.00
9	Furnish and Install 12-Inch Storm Drain Line	70	LF	150.00	10,500.00	300.00	21,000.00	207.00	14,490.00	250.00	17,500.00
10	Construct Storm Drain Manhole	1	EA	15,000.00	15,000.00	9,000.00	9,000.00	19,440.00	19,440.00	13,500.00	13,500.00
11	Waterline Adjustment	2	EA	6,500.00	13,000.00	6,500.00	13,000.00	8,297.00	16,594.00	12,400.00	24,800.00
12	Sheeting, Shoring, and Bracing	1	LS	60,000.00	60,000.00	28,000.00	28,000.00	28,003.00	28,003.00	91,968.00	91,968.00
13	Temporary Sewer System Bypass	1	LS	90,000.00	90,000.00	35,000.00	35,000.00	60,235.00	60,235.00	135,200.00	135,200.00
14	Remove and Replace Curb and Gutter	277	LF	150.00	41,550.00	95.00	26,315.00	174.00	48,198.00	120.00	33,240.00
15	Remove and Replace Sidewalk	1,517	SF	40.00	60,680.00	23.00	34,891.00	28.00	42,476.00	25.00	37,925.00
16	Remove and Replace Retaining Wall	30	LF	150.00	4,500.00	300.00	9,000.00	507.00	15,210.00	722.00	21,660.00
17	Remove and Replace Case C Curb Ramp	1	EA	7,500.00	7,500.00	6,500.00	6,500.00	14,362.00	14,362.00	11,180.00	11,180.00
18	Asphalt Concrete Planing	17,730	LF	6.00	106,380.00	2.61	46,275.30	4.00	70,920.00	4.00	70,920.00
19	Furnish and Place Asphalt Concrete	2,555	TN	130.00	332,150.00	100.00	255,500.00	164.00	419,020.00	131.00	334,705.00
20	Adjust Existing Manhole Cover to Grade	12	EA	1,200.00	14,400.00	700.00	8,400.00	1,536.00	18,432.00	1,500.00	18,000.00
21	Adjust Existing Valve Box Cover to Grade	64	EA	900.00	57,600.00	500.00	32,000.00	662.00	42,368.00	950.00	60,800.00
22	Furnish and Install Monument Box	2	EA	1,200.00	2,400.00	700.00	1,400.00	1,741.00	3,482.00	1,450.00	2,900.00
23	Apply Thermoplastic Markings	1,451	SF	12.00	17,412.00	10.00	14,510.00	8.00	11,608.00	14.00	20,314.00
24	Apply Double 4-Inch Thermoplastic Striping	4,505	LF	4.00	18,020.00	2.50	11,262.50	2.00	9,010.00	6.00	27,030.00
BID TOTAL					\$2,265,987.00		\$1,658,908.80		\$1,901,249.00		\$1,973,433.00

Subcontractors Listed: Western Oilfields
Chrisp Company
Goodfellow Bros.
Accurate Sawcutting
Tully Consulting Group
Super Seal & Stripe
Cole Concrete Sawing & Drilling
Cal Valley Construction
Accurate Sawcutting
Fineline Striping

STAFF REPORT

AGENDA ITEM: RESOLUTION TO ACCEPT BID AND AWARD A CONTRACT TO CALGON CARBON CORPORATION, MOON TOWNSHIP, PA FOR THE WELL NO. 16 – CENTRALIZED TCP REMOVAL TREATMENT SYSTEM SUPPLY OF VIRGIN GAC MEDIA - 2021 PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT

MEETING DATE: February 16, 2021

PREPARED BY: Mario Gouveia, City Engineer

REVIEWED BY: José Antonio Ramírez, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 2021- ____, accepting the bid from Calgon Carbon Corporation in the amount of \$382,400.00 for the WELL NO. 16 – CENTRALIZED TCP REMOVAL TREATMENT SYSTEM SUPPLY OF VIRGIN GAC MEDIA - 2021 Project and authorizing the City Manager to sign the Agreement on behalf of the City of Livingston.

BACKGROUND:

The major work consists of supplying 160,000 pounds of Virgin GAC Media.

The project was advertised on January 7, 2021.

DISCUSSION:

The City received one (1) bid that was opened and read aloud at 11:00 a.m. on January 29, 2021 at the City of Livingston City Hall, this being the advertised bid opening date and time. The bid was submitted by Calgon Carbon Corporation in the amount of \$382,400.00. The bid results were as listed:

<u>Contractor</u>	<u>Total Bid</u>
Calgon Carbon Corporation	\$ 382,400.00
Engineer's Estimate	\$ 348,800.00

FISCAL IMPACT:

The Well No. 16 – Centralized TCP Removal Treatment System Supply of Virgin GAC Media - 2021 Project will be funded with City TCP Funds and State Water Resource Revolving Funds.

ATTACHMENTS:

1. Resolution No. 2021- ___
2. Abstract of Bids

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
ACCEPTING BID AND AWARDING CONTRACT TO CALGON CARBON CORPORATION
FOR THE WELL NO. 16 – CENTRALIZED TCP REMOVAL TREATMENT SYSTEM SUPPLY
OF VIRGIN GAC MEDIA - 2021 PROJECT AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, the Invitation to Bid for the WELL NO. 16 – CENTRALIZED TCP REMOVAL TREATMENT SYSTEM SUPPLY OF VIRGIN GAC MEDIA – 2021 PROJECT in the City of Livingston was listed in the Merced Sunstar on January 7, 2021; and

WHEREAS, the project will consist of supplying 160,000 pounds of Virgin GAC Media in the City of Livingston; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Livingston City Hall on January 29, 2021 at 11:00 a.m.

<u>Contractor</u>		<u>Total Bid</u>
Calgon Carbon Corporation	\$	382,400.00

WHEREAS, the Engineer’s Estimate was \$348,800.00.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby adopts Resolution 2021-____ upon the recommendation of the City Engineer that the WELL NO. 16 – CENTRALIZED TCP REMOVAL TREATMENT SYSTEM SUPPLY OF VIRGIN GAC MEDIA - 2021 PROJECT be awarded to: Calgon Carbon Corporation in the amount of Three Hundred Eighty-Two Thousand, Four Hundred Dollars and No Cents (\$382,400.00).

BE IT FURTHER RESOLVED, That the City Council of the City of Livingston authorizes the City Manager to execute the Agreement.

Passed and adopted this 16th day of February, 2021, by the following vote:

- AYES:
- NOTES:
- ABSENT:
- ABSTAIN:

Juan Aguilar Jr., 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 16th day of February, 2021.

Monica Cisneros, Deputy City Clerk
of the City of Livingston

ABSTRACT OF BIDS FOR

City of Livingston

Well No. 16-Centralized TCP Removal Treatment System Supply of Virgin GAC Media-2021

Bid Opening: January 29, 2021 at 11:00 a.m.

				<i>Engineer's Estimate</i>		Calgon Carbon Corporation 3000 GSK Drive Moon Township, PA 15108	
Item No.	Item Description	Quantity and Unit		Unit Price	Amount	Unit Price	Amount
1	Furnish and Install New Virgin GAC Media	160,000	LB	1.63	260,800.00	1.80	288,000.00
2	Guaranteed Media Life		MG				
3	Remove, Regenerate and Reinstall Media	80,000	LB	1.10	88,000.00	1.18	94,400.00
BID TOTAL					\$348,800.00		\$382,400.00

Subcontractors Listed: N/A

Addendas Acknowledged: 1

STAFF REPORT

AGENDA ITEM: Resolution Approving the Replacement of GAC Media of the two lead vessels in Well No. 8.

MEETING DATE: February 16, 2021

PREPARED BY: Alfonso Manrique, Alternate City Engineer

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

That the City Council adopt a resolution approving the replacement of GAC Media of the two lead vessels in Well No. 8.

BACKGROUND AND DISCUSSION:

The City of Livingston owns and operates a TCP removal treatment plant at Well No. 8. The GAC treatment plan utilizes Granular Activated Carbon (GAC) Technology. GAC technology uses an absorptive media (GAC) to remove contaminants from the water. GAC media loses its absorption capacity overtime and it eventually needs to be replaced. The GAC media in the vessels was replaced in June of 2017. Since the new media was loaded, Well No. 8 has produced approximately 830 Million Gallons of water. Routine monthly sampling of the water quality at Well No. 8 indicates that the absorption capacity of the GAC media in the lead vessels (Vessel No. 1 and Vessel No. 3) is exhausted and needs to be replaced.

In 2016, the City solicited bids from GAC media suppliers to replace the media at Well No. 8. The bids also included the regeneration of the exhausted media once the supplied media was exhausted. The City would like to proceed with the replacement of approximately 40,000 lbs of GAC in the two lead vessels with regenerated media that was removed from the vessels in 2017.

Staff requested the successful bidder (Calgon Carbon Corporation) to update the quote for the replacement of the media. The updated quote includes a second mobilization so that the City has time to clean and inspect the interior of the vessels and complete any repairs that may be necessary. Calgon's quote to remove the spent media, and to reinstall 40,000 lbs. of regenerated media is \$41,271.00 (see enclosed quote).

FISCAL IMPACT:

The replacement of the GAC media in the two lead vessels at Well No. 8 has an overall fiscal impact of \$41,271.

ATTACHMENTS:

1. Resolution 2021-____
2. Calgon's Quote

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
APPROVING THE CONTRACT TO REPLACE THE GRANULAR ACTIVATED CARBON
MEDIA AT THE TWO LEAD VESSELS OF WELL NO. 8 TO CALGON CARBON
CORPORATION**

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

WHEREAS, the GAC Media inside the two lead vessels has exhausted its absorption capacity; and

WHEREAS, the City desires to replace the GAC media to reestablish adequate absorption capacity; and

WHEREAS, the City solicited bids from GAC Media suppliers in 2016 to remove and reactivate the spent media and to furnish and install new virgin media; and

WHEREAS, Calgon Carbon Corporation was the successful bidder responsible for the reactivation and reinstallation the reactivated GAC media; and

WHEREAS, staff recommends that the reactivated media be installed at the two lead vessels; and

FINDINGS

WHEREAS, the City Council of the City of Livingston hereby finds as follows:

- A. Competitive bidding procedure for the replacement of GAC media at Well No. 8 were adequately followed; and
- B. There City must replace the media to reestablish the adsorption capacity of the system;

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

Section 1. The above recitals are true and correct findings of the Livingston City Council.

Section 2. The replacement of the GAC media at Well No. 8 shall be done by Calgon Carbon Corporation for the price of \$41,271.00

Section 3. The City Manager is hereby authorized and directed to sign an agreement with Calgon Carbon Corporation for the amount referenced herein.

Section 4. This Resolution shall take effect from and after the date of its adoption.

Section 5. Each portion of this resolution is severable. Should any portion of this resolution be adjudged to be invalid and unenforceable by a body of competent jurisdiction, then the remaining resolution portions shall be and continue in full force and effect, except as to those resolution portions that have been adjudged invalid. The City Council of the City of Livingston hereby declares that it would have adopted this resolution and each section, subsection, clause, sentence, phrase and other portion thereof, irrespective of the fact that one or more section, subsection, clause sentence, phrase or other portion may be held invalid or unconstitutional.

Passed and adopted this 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

Juan Aguilar Jr., 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 16th day of February, 2021.

Monica Cisneros, Deputy City Clerk
of the City of Livingston



January 18, 2021

Quote: 00005654

City of Livingston
1416 C St
Livingston, CA 95334

Dear Mr. Manrique:

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

The price for performing the GAC Exchange is below. This price is for the following items and is subject to Calgon Carbon Corporation's standard terms and conditions, a copy of which is attached.

Product/Packaging: CMR LVNGTNCA - BULK [2030/20] with 20% virgin makeup

Quantity: 40,000 LBS
Total Price: \$41,271.00

INCOTerm: 11 - Ship Pt Prepaid Delivered

Calgon Carbon Corporation is proposing to perform the GAC Exchange using Bulk Slurry techniques.

The exchange will take place in two visits - first to remove the spent and open the vessels and a second visit to be scheduled for a later date to install the fresh GAC.

Customer responsible for inspection, cleaning/disinfection, and closing up the vessels prior to installation of fresh GAC.

Please note for freight:

Includes 4 hrs detention - excess detention is 95.65 USD per hour.

Layover charge if needed is 244.25 USD

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

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

This quote does not include any applicable taxes. Standard lead time is 10 business days after receipt of a purchase order.

Quote is valid until April 18, 2021

Shipment must take place within 90 days after receipt of a purchase order.

Pricing beyond the terms stated above is subject to change.

Subject to Calgon Carbon Corporation Terms and Conditions.

If you would like to proceed with this offer, please email or fax a purchase order or credit card information to my attention and to CustomerRelations@CalgonCarbon.com. Be sure to include your site address, requested date for service, and reference the above quotation number on your purchase order. Please contact me with any additional questions

Sincerely,

Calgon Carbon Corporation

Benjamin Goecke
Senior Technical Sales Representative

Proposal Validity and Scope

Quote is valid until 4/18/21. Sales/Use Taxes ARE NOT included. Payment terms are Net30 from date of invoice. Unless otherwise noted in Calgon Carbon's Sales Proposal or Customer's Purchase Order, the services to be provided by Calgon Carbon and the requirements of the customer are defined in the following sections. Additional service costs will be invoiced for wait time, poor equipment access, difficult to remove or install media, excessive trailer drain times, or other variances from the standard scope of supply.

Standard Scope of Supply

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

Site Criteria

1. Compressed air (100 cfm min.), water (60 psig and 150 gpm min.), drainage, 110V, 20 A power, lighting, and restrooms readily available.
2. Suitable access and staging areas for materials and service equipment within 100 feet of equipment to be serviced.
3. Spent media must be free flowing and of a nature (e.g. not gummy or attrited) that does not blind water separation nozzles or screens.
4. Customer is to open all man ways for inspections, vacuum service and dry fills. Failure to allow Calgon Carbon to internally inspect the vessel for damage to under-drains that might result in a carbon release and for a spent carbon heel in the vessel that may cause premature contaminate break-through will make these failures solely the responsibility of the customer.
5. At sites where spent media is classified as a RCRA hazardous waste, customer is responsible for the disposal of

contaminated PPE, equipment (e.g., filters) and decontamination rinse water.

6. Inclement weather provisions:

- For extreme weather conditions (temp < 30 F or > 90 F; wind > 15 mph; heavy rain or snow, etc.), work may be postponed for safety reasons. However, in emergency situations, exceptional provisions (e.g. portable heaters, tarps, etc.) may be used to complete the work. Costs of such provisions are the responsibility of the customer.
- Impassable roadways at a site will be considered a safety hazard and will result in delay or cancellation charges.

Spent Media Disposal

If Calgon Carbon is to reactivate (or dispose) the spent media, acceptance (site removal) of spent media requires the generator to fully complete Calgon Carbon's Adsorbate Profile Document (APD) and submit a spent media sample as described in the APD. Sample generation is best accomplished by using a Carbon Acceptance canister which can be arranged through our Customer Service department. The spent media sample will be analyzed to ensure compliance with Calgon Carbon's spent media acceptance criteria. Please note that this analysis is not designed to provide information for completion of the APD, such as RCRA hazardous determination. Calgon Carbon can provide the additional service of TCLP testing for a fee of \$1,600 including all four testing parts, or the following fees for individual tests:

Volatiles -- 330 USD Semi-Volatiles -- 500 USD Metals -- 250 USD Pesticides/Herbicides -- 520 USD

To protect both our customers and Calgon Carbon from liability, spent media will not be removed from the job site without an approved profile. Federal and State regulations are very strict concerning storage and transportation of non-profiled material. Since the spent media review and approval process requires varying amounts of time (generally two to three weeks), customers are required to get acceptance prior to media exchange. If the spent media does not have acceptance at the time of service, the spent media will be removed at a later date and additional charges may result.

Cost Over-Runs

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

SPENT CARBON HANDLING: The Fees listed above include handling of all spent carbon generated in the treatment application provided: 1) the spent carbon satisfies all spent carbon acceptance criteria established by Calgon Carbon; 2) the spent carbon is classified

non-hazardous as defined under the Federal Resource Conservation and Recovery Act (RCRA). If it is subsequently determined that the spent carbon generated is a Hazardous Waste as defined by RCRA, then the return of the spent carbon will be subject to a RCRA Spent Carbon Reactivation Fee in the amount of TWENTY-FIVE CENTS (\$.25) for each pound of spent carbon returned on a dry weight basis. The Fee will be determined at the time an order is placed for exchange of Activated Carbon or at the time a return of spent carbon is scheduled if purchase of replacement Activated Carbon is not required.

Transportation of Hazardous Media

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

Questions

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

Terms and Conditions for the Sale of Carbon and Media

1) DEFINITIONS:

- (a) Seller: Calgon Carbon Corporation or its applicable subsidiary or affiliate
- (b) Buyer: The buyer named in the Documentation
- (c) Documentation: The proposal, confirmation, acknowledgement or other contract, as applicable, for the sale of the Products to which these Terms and Conditions are attached
- (d) Goods:: Any carbon cloth, carbon, resin, diatomaceous earth, and/or perlites sold pursuant to the terms of the Documentation
- (e) Products: The Goods and services, collectively, described in the Documentation
- (f) Agreement: The Documentation, these Terms and Conditions and any attachments referenced in the Documentation

2) GENERAL: Seller hereby offers for sale to Buyer the Products on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. To the extent of a conflict between these Terms and Conditions and the express terms set forth in the Documentation, the terms set forth in the Documentation shall control. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions set forth herein differ from the terms in any document issued by Buyer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. In ordering and delivery of the Products, the parties may employ their standard forms; provided, however, that nothing in those forms shall be construed to modify or amend the terms of this Agreement. In the event of a conflict between this Agreement and either party's standard forms, this Agreement shall govern.

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

4) PRICING CONDITIONS:

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

(b) If this Agreement shall continue into the next calendar year, the fees payable pursuant hereto will be adjusted on January 1st of such calendar year as outlined in the Documentation; provided that if the Documentation is silent, the mechanism set forth in Section 4(c) below will apply.

(c) If the Documentation is silent regarding the mechanism for adjustment of fees, the fees will be adjusted on January 1st of such calendar year by the annual percentage change in the combined average of two Producer Price Indices, as published by the United States Department of Labor: (i) Producer Price Index of other Petroleum and Coal Products Manufacturing, and (ii) Producer Price Index of Basic Organic Chemicals. The percent adjustment shall be calculated by taking the percent difference for each index during the twelve month period from January 1st through December 31st of the last completed calendar year as compared to the twelve month period from January 1st through December 31st of the calendar year immediately preceding the last completed calendar year. These two percentages will then be averaged for calculating the final percent increase to which all Goods will be subject. If the calculation would result in a negative adjustment, no changes shall be made for such year.

5) SALE AND DELIVERY: Sale terms and pricing, unless otherwise specified in the Documentation, are F.O.B. Seller's point of shipment (Incoterms® 2020). If freight is to be prepaid by Seller and added to the amount due, Seller shall add up to a thirty-five percent (35%) surcharge to the freight charges. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of any Product in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder or under any other outstanding payment obligations of Buyer to Seller, whether related to the Documentation or otherwise.

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

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

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

8) SERVICES:

(a) All orders which include services (including installation, supervision, startup, training, testing, etc.) as stated in the Documentation will require the completion of the Pre-Visit Checklist and Service Request Form prior to scheduling the visit. If there are delays, cancellations, or failures by Buyer to meet service personnel at designated times, then fees will be assessed to the customer at Seller's then-applicable per hour rate for each hour of delay for each person. For domestic or international travel, additional fees will apply.

(b) Buyer shall make the premises, where services are to be performed (the "Premises"), available to Seller at all reasonable times as Seller may request, such that Seller shall be able to perform the services in a timely manner. Buyer shall bear all risk and liability associated with its inability to make the Premises available to Seller to perform the services. Prior to the commencement of services, Buyer shall ensure that the Premises are in good repair and in safe condition, and shall notify Seller of any dangerous, unsafe or hazardous conditions associated with the Premises, such that Seller can take the appropriate safeguards. Prior to the commencement of any work, Buyer shall notify Seller of any special workplace requirements, safety standards, operating procedures or other conditions imposed on persons performing work at the Premises.

(c) Any spent activated carbon covered by this Agreement will be subjected to reactivation acceptance testing by Seller as described in Seller's Guidelines for Return for Reactivation of Granular Activated Carbon, which Seller may update from time to time in its sole discretion. Buyer will provide any information required by Seller relative to evaluating carbon acceptance.

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

9) PERMITS, LICENSES AND FEES: Buyer shall be responsible, at its sole expense, for all environmental permits, applications, regulatory approvals, and other permits or licenses that may be required for installation and/or operation of the Products.

10) Termination: Seller may cancel this Agreement if any of the following occurs: (a) Buyer becomes insolvent; (b) Buyer ceases to conduct its operations in the normal course of business; (c) Buyer is unable to meet its obligations as they mature, or admit in writing such inability or fails to provide adequate assurances of its ability to perform its obligations hereunder; (d) Buyer files a voluntary petition in bankruptcy; (e) Buyer suffers the filing of an involuntary petition in bankruptcy and the same is not dismissed within thirty (30) days after filing; (f) a receiver, custodian or trustee is appointed for Buyer or for a substantial part of its property; (g) Buyer fails to make payment on the terms and within the time specified in this Agreement, or breaches any other obligations under this Agreement; or (h) Buyer executes an assignment for the benefit of its creditors. In the event of such cancellation, Seller shall have all rights and remedies set forth in the Uniform Commercial Code of any applicable jurisdiction and all other remedies available at law or in equity. Sections 2, 10, 11, 12, 14, 15, 16, 18, 19 and 20 shall survive termination or expiration of this Agreement.

11) LIMITED WARRANTIES:

(a) Unless otherwise specifically provided for in the Documentation, Seller warrants that all Products provided under this Agreement shall, at the time of delivery, conform to Seller's then-applicable specifications for such Products. Seller shall correct (by replacement of Goods or reperformance of services) any failure to conform to the foregoing warranty of which it is notified in writing within ninety (90) days from delivery. Any Goods removed in connection with such replacement may be reactivated or disposed of at Seller's sole discretion.

(b) THE OBLIGATIONS CREATED BY THIS WARRANTY TO REPAIR OR REPLACE DEFECTIVE GOODS OR TO PROVIDE CORRECTIVE SERVICES SHALL BE THE SOLE REMEDY OF BUYER IN THE

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

(c) The sale of any Products pursuant to this Agreement does not include any license, express or implied, to practice any intellectual property owned or licensed by any third party. Buyer agrees not to use the Products for any patented use not set forth expressly in this Agreement, absent a separate license from the holder of such patent. Additionally, Buyer agrees not to resell or sublicense the use of Products for any use not expressly granted hereunder. Any warranty obligations do not apply to any specific use of the Products, application of the Products, modification of the Products, or combination of the Products with any product manufactured by any third party. Seller, except as noted herein, does not and will not warrant, indemnify, or in any other way share responsibility for Buyer's use, application, modification, or combination of the Products.

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

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

13) FORCE MAJEURE: Notwithstanding any provision to the contrary herein, Seller shall have no liability to Buyer or its affiliates, and shall have the right to suspend performance (including, without limitation, shipments) hereunder, in the event of war, riot, terrorism, accident, explosion, sabotage, flood, acts of God, fire, court order, strike, labor disturbance, work stoppage, national defense requirements, act of governmental authority, pandemic, epidemic, extraordinary failure of equipment or apparatus, inability to obtain electricity or other type of energy, raw material, labor, equipment or transportation, or other causes beyond Seller's reasonable control. It is understood and agreed that settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of Seller and that nothing in this Agreement shall require the settlement of strikes, lockouts and labor disputes when such course is inadvisable in the sole discretion of Seller.

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

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

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

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

18) APPLICABLE LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law principles. The UN Convention on Contracts for the International Sale of Goods shall not apply to the transaction(s) represented hereby. The parties consent and submit to the exclusive jurisdiction and service of process of any state or federal court located in Allegheny County, Pennsylvania.

19) MISCELLANEOUS:

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

(b) In the event of any legal proceeding between Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a trial by jury.

(c) In the event that any one or more provisions (or portions thereof) contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) contained herein shall remain in full force and effect, unless the revision materially changes the bargain.

(d) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained in this Agreement shall not constitute a waiver of any other breach or of such provision.

(e) Seller reserves the right to correct clerical, arithmetical, or stenographic errors or omissions in this Agreement, invoices or other documents.

(f) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified in this Agreement, or at such other address as either party may from time to time designate in writing to the other.

(g) Buyer agrees that it will not use Seller's name(s), logo(s) or mark(s) in any public communication or press release, or for any other marketing or promotional purpose, without Seller's prior written consent.

(h) Terms used in this Agreement which are not defined herein and which are defined by the Uniform Commercial Code of the Commonwealth of Pennsylvania shall have the meanings contained therein.

20) ENTIRE AGREEMENT: With respect to the subject matter hereof, this Agreement constitutes the complete and exclusive statement of the contract between Seller and Buyer. No waiver, consent, modification, amendment or change of the terms contained in this Agreement shall be binding unless made in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer (whether in a purchase order or other communication) will not be a waiver or modification of the terms set forth herein.

STAFF REPORT

AGENDA ITEM: Resolution Appointing 2 Parks Recreation and Arts Commissioners.

MEETING DATE: February 16, 2021

PREPARED BY: Jacquelyn Benoit, Recreation Superintendent

REVIEWED BY: Jose Antonio Ramirez, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution ____, appointing two (2) Parks Recreation and Arts Commissioners.

BACKGROUND:

On November 17, 2020, Commissioner Eva Garibay sent her letter of resignation to the Recreation Superintendent, stating that her other commitments had become too great to fulfill her commitment to the commission. On January 19, 2021, Commissioner Dennis Brusenski notified the Recreation Superintendent that due to increased responsibilities with his elderly parents, he would have to resign. Both commissioner Garibay and Brusenski stated that they were willing to help with events or projects if they were available.

The City Council was notified at the January 19th meeting and discussion was made regarding applications on file, and there were none. Everyone that has applied has been appointed. The vacancy was posted on the digital board, the website, Facebook, and a press release to the Sun-Star. The application deadline was Friday, February 5, 2021 at 5:00 p.m.

Two applications were received by the deadline Jessica Betschart and Stella Estrada.

Attached are the two (2) applications, and the parties have been asked to call in and be available for the Council meeting to answer any questions you may have. Appointing the two (2) members will fill all vacancies and give the commission seven (7) members and two (2) alternate members.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution 2020-__.
2. Applications: Jessica Betschart and Stella Estrada

RESOLUTION 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON APPOINTING
JESSICA BETSCHAT AND STELLA ESTRADA TO THE
PARKS RECREATION AND ARTS COMMISSION**

WHEREAS, on November 17, 2020, Commissioner Eva Garibay sent her letter of resignation to the Recreation Superintendent, stating that her other commitments had become too great to fulfill her commitment to the commission. On January 19, 2021, Commissioner Dennis Brusenski notified the Recreation Superintendent that due to increased responsibilities with his elderly parents, he would have to resign. Both commissioner Garibay and Brusenski stated that they were willing to help with events or projects if they were available; and

WHEREAS, the City Council was notified at the January 19th meeting and discussion was made regarding applications on file, and there were none. Everyone that has applied has been appointed. The vacancy was posted on the digital board, the website, Facebook, and a press release to the Sun-Star; and

WHEREAS, the application deadline was Friday, February 5, 2021 at 5:00 p.m. Two applications were received by the deadline Jessica Betschart and Stella Estrada; and

NOW, THEREFORE, BE IT RESOLVED that the City of Livingston does hereby appoint Jessica Betschart and Stella Estrada to the Parks Recreation and Arts Commission for a 4-year term expiring on January 30, 2025.

Passed and adopted this 16th day of February, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Aguilar Jr., 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 16th day of March, 2021.

Leticia Vasquez-Zurita, City Clerk
of the City of Livingston

City of Livingston
Recreation Commission



Deadline for Submission February 5, 2021 5pm

Supplemental Questionnaire

Please return to:

City of Livingston

Attn: City Clerk

1416 C Street

Livingston, CA 95334

(209)394-8041 ext 121

NAME: Jessica Betschart

DATE: 2/5/2021

Please print or type your answers to the following questions and submit them with your completed application. You may submit additional sheets, if necessary, to complete your answers.

1) Have you ever attended a recreation commission meeting? YES NO

Date attended _____

2) How did you learn about the vacancy on the Recreation Commission?

I was recommended to join by Linda Deol and Anthony Betschart

3) Describe your involvement in community activities, volunteer and civic organizations:

I have been involved with our sports teams through my sons. My husband coaches soccer, baseball and football. I have been his assistant for multiple teams. I have also been team mom for multiple teams over the past 7 years. I volunteer with the Relay for Life event every year.

4) What is it about the Recreation Commission that interests you? What qualities, experience and expertise would you bring to the Recreation Commission?

I am interested in becoming more active within our recreation department. Helping to promote our amazing community through events and fundraising. I have been a retail manager and event coordinator for the past eight years. Setting up large weddings, Oktoberfests, Wedding Expos and more. I am detail oriented and reliable.

5) How would you see your role as a commissioner when recommending policy and working with the council?

As a part of our Recreation Commission, I will work hard to uphold the policies put forth. I work well with everyone and am very compassionate person.

6) What are the current issues that the Recreation Commission will face?

I want to help make the transition safe for all players, coaches and families involved. We will be facing a lot of challenges in the near future, and I want to make sure it is done with grace and understanding.

7) If appointed, what specific goals would you like to see the Recreation Commission achieve?

My goal I would like to work towards while serving our community is to help raise funds to offer discounts to low income families who want to participate, but they can't. I would love to gain more local sponsorship to help us give every person the opportunity to participate in our recreation programs.



Committee/Commission Application

Name	Address	Committee/Commission Applying For
Jessica Betschart	1404 Joseph Street, Livingston	Ca 95334 Recreation Commission
Live Within City Limits	Phone Number	Occupation
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	559-802-8652	Bev Mo! Manager 8 years
Please describe your background and qualifications		
<p>I have been involved with our sports teams through my sons. My husband coaches soccer, baseball and football. I have been his assistant for multiple teams. I have also been team mom for multiple teams over the past 7 years. I volunteer with the Relay for Life event every year. My goal I would like to work towards while serving our community is to help raise funds to offer discounts to low income families who want to participate, but they can't. I would love to gain more local sponsorship to help us give every person the opportunity to participate in our recreation programs</p>		

City of Livingston

Recreation Commission



Deadline for Submission February 5, 2021 5pm

Supplemental Questionnaire

Please return to:

City of Livingston

Attn: City Clerk

1416 C Street

Livingston, CA 95334

(209)394-8041 ext 121

NAME: <u>Stella L. Estrada</u>
DATE: <u>2/5/21</u>

Please print or type your answers to the following questions and submit them with your completed application. You may submit additional sheets, if necessary, to complete your answers.

- 1) Have you ever attended a recreation commission meeting? YES NO I have volunteered
Date attended None for several events in the Livingston Community
ie 4th of July, Sweet potato Festival, Music in the Park
and more working with the Rec. Commission.
- 2) How did you learn about the vacancy on the Recreation Commission? Ms. Benoit
- 3) Describe your involvement in community activities, volunteer and civic organizations: I am Livingston born and bred. Have been involved in Com. events since 1966 ish, here in Livingston. I am a current member of the Centennial Committee and look forward to working the museum.
- 4) What is it about the Recreation Commission that interests you? What qualities, experience and expertise would you bring to the Recreation Commission? I am an "ex" educator and love working with the public. I love to organize events and make plans for the future so that the community comes together, especially children.

5) How would you see your role as a commissioner when recommending policy and working with the council?

As a Commissioner I would work hard to be the best advocate for the community as I can possibly be. I feel that if we talk and express our goals, we can come to an agreeable outcome that would benefit all.

6) What are the current issues that the Recreation Commission will face? Issues? I would not call it an issue but hosting the 2022 Livingston Centennial will be a challenge, finding safe ways to work around "Covid" also comes to mind. If we brainstorm... we can find a way. This, also, applies to safely restarting Youth Sports.

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7) If appointed, what specific goals would you like to see the Recreation Commission achieve?

- 1) An amazing Centennial Celebration
- 2) Covid free
- 3) Top notch Sports programs for children



Committee/Commission Application

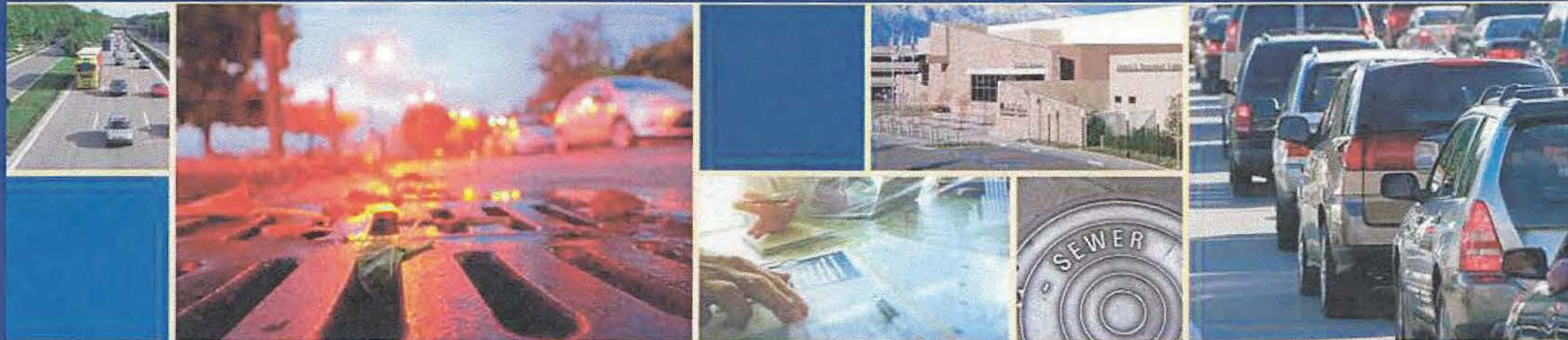
Name	Address	Committee/Commission Applying For
Stella L. Estrada	95315	
Live Within City Limits	Phone Number	Occupation
Yes <input type="radio"/> No <input checked="" type="radio"/>	PO Box 623 Delhi Ca 2098125892	Parks, Rec, Arts retired

Please describe your background and qualifications

I am a retired K-12 School Teacher. I have been either a member of or have sat on executive boards of many types including California Council for the Social Studies, our community based Livingston High School Reunion Committee and currently, Estrada Family President.

CITY OF LIVINGSTON FEBRUARY 16, 2021

DEVELOPMENT IMPACT FEES & CDBG REVIEW



OVERVIEW



- **Community Development Block Grant (CDBG)**
 - Background
 - Projects
 - Questions
- **Development Impact Fees**
 - Background
 - Livingston's Impact Fees
 - Questions



BACKGROUND: WHAT IS CDBG?

- The Community Development Block Grant (CDBG) program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

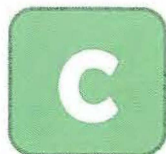
Source: Housing and Urban Development (HUD) website





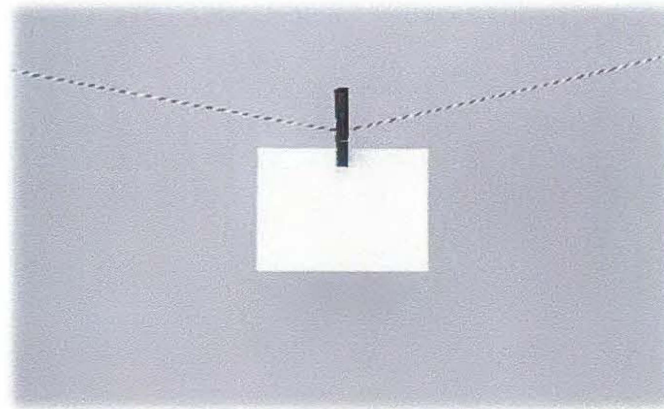
PROJECTS: FUNDED THROUGH CDBG

- Some projects funded through CDBG include:
 - Sewer Lifting Station (2021)
 - Sewer Lines (2020)
 - Waterlines (2016)
 - Well #17 (2013)





Questions





BACKGROUND: WHAT ARE IMPACT FEES?

- One-time fees charged to new development, usually at building permit.
 - Not an ongoing fee charged to residents or business owners
- May be used to fund facilities needed to serve new development
 - Not for operations and maintenance costs
 - Not for the share of facilities serving existing development

BACKGROUND: IMPACT FEES IN GENERAL



- Shifts attributable capital growth costs from **all taxpayers** to the **new growth**
- Limited to **water, sewer, roads, and drainage**
- Doesn't replace the need to issue all debt, but it can help pay off some debts

BACKGROUND: IMPACT FEES CALCULATION



- General Plan
 - Land Use Assumptions
 - Zoning Codes
- Growth Assumptions:
 - Population
 - Commercial/Industrial
- AB 1600 Limitations
- Future infrastructure needs





LIVINGSTON'S IMPACT FEE CATEGORIES

- Fire Protection
- Police Development
- Municipal Facilities
- Parks Facilities
- Street & Bridges
- Storm Drain





LIVINGSTON'S IMPACT FEE CATEGORIES

- **Fire Protection (Fund 2000):** the purpose of this fee is to cover the cost of fire protection buildings, facilities and equipment (including public improvements, public services, and vehicles) related to development projects.
 - Current Fund Balance: \$300k
- **Police Development (Fund 2001):** the purpose of this fee is to cover the cost of law enforcement building, facilities and equipment (including public improvements, public services, and vehicles) related to development projects.
 - Current Fund Balance: \$268k





LIVINGSTON'S IMPACT FEE CATEGORIES

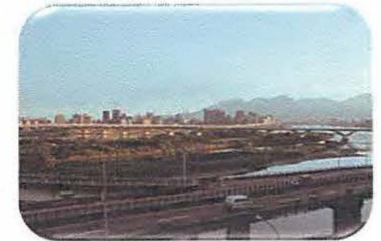
- **Municipal Facilities (Fund 2002):** the purpose of this fee is to cover the cost of public buildings and facilities (including public improvements, public services, and community amenities) related to development projects.
 - Current Fund Balance: \$950k
- **Parks Development (Fund 2003):** the purpose of this fee is to cover the cost of parks and open space (including public improvements, public services, and community amenities) related to development projects.
 - Current Fund Balance: \$39k





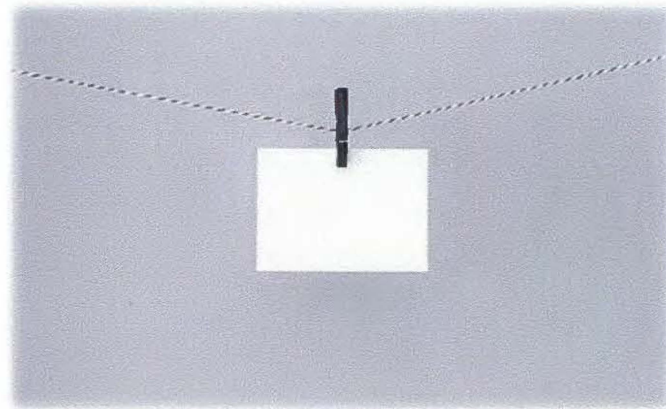
LIVINGSTON'S IMPACT FEE CATEGORIES

- **Streets and Bridges (Fund 2004):** the purpose of this fee is to cover the cost of street, public thoroughfares and bridge facilities (including public improvements, public services, and community amenities) related to development projects.
 - Current Fund Balance: \$524k
- **Storm Drain (Fund 2005):** the purpose of this fee is to cover the cost of storm drainage and flood control facilities (including public improvements, public services, and community amenities) related to development projects. [This fee is currently not being collected.](#)
 - Current Fund Balance: \$9k





Questions





Revenue Sharing

WORKSHOP – FEBRUARY 16, 2021

BACKGROUND

Why Revenue Sharing?

- ❑ Proposition 13, approved by voters in 1978, capped property taxes at 1% of **assessed value** and limited assessment increases to 2% unless ownership changed or value was temporarily reduced. The 1% tax is shared between all local governments.
- ❑ Before Proposition 13 each local government could set property tax rates and levy property taxes and the average property tax rate was 2.67% of **market value**.
- ❑ This change caused a significant reduction in property tax revenue to all local governments.



BACKGROUND

Why Revenue Sharing?

Prior to PROP 13

- Each local government could set property tax rates and levy up to **2.67%** of market value.

- Capped Property Taxes at **1% of assessed value**

- Limited assessment increases to 2% unless change of ownership.

- **1%** tax is **SHARED** between all local agencies.

PROP 13 - 1978

This change caused a significant reduction in property tax revenue to all local governments!





Legislative Solution

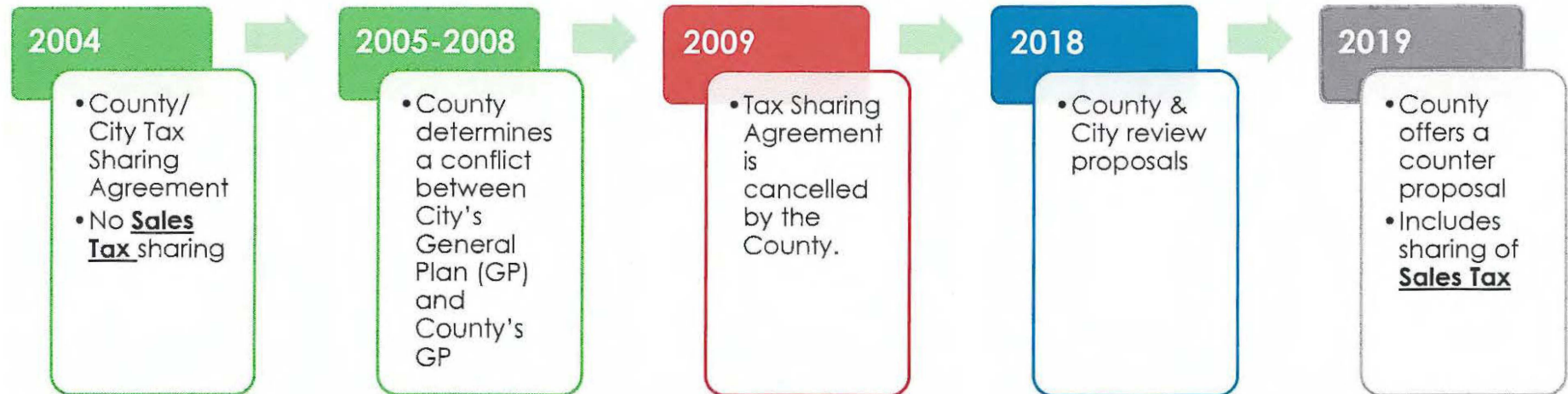
- ❑ The California Legislature added Section 99 to the California Revenue and Taxation Code
- ❑ Adding property (annexation) to City limits, which reduces property in the County requires a property tax sharing agreement between the County and the City.

This is "Revenue Sharing"

- ❑ **NO ANNEXATIONS WITHOUT AN AGREEMENT IN PLACE.**

Revenue Sharing In The City of Livingston

Timeline





Revenue Sharing In The City of Livingston

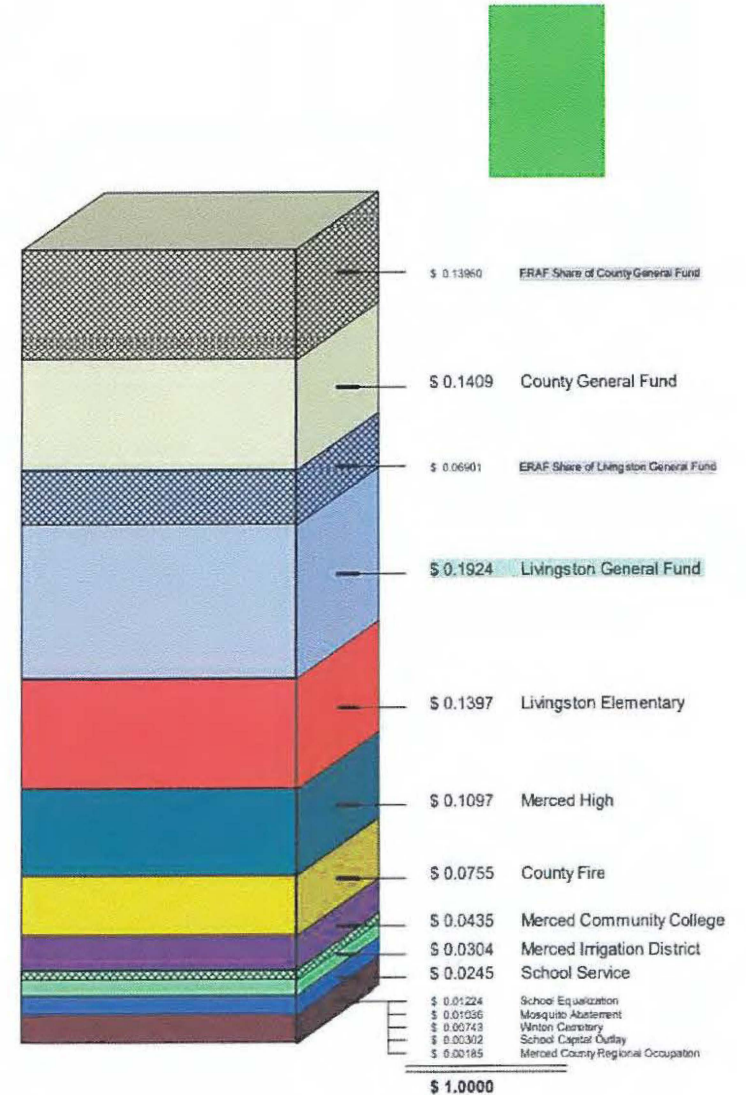
- ❑ Latest agreement between City and County was September 2004 (agreement only included **property tax** – sales tax sharing was not included)
- ❑ County determined 2025 Livingston General Plan conflicted with County General Plan
- ❑ Agreement was canceled **July 2009** by the County
- ❑ Negotiations have been ongoing to reach a new agreement



Definitions

- ❑ **Annexation** – inclusion, attachment or addition of territory to the City pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.
- ❑ **Ad Valorem Property Tax** – tax imposed on real and tangible personal property based upon the value of the property.
- ❑ **Base Property Tax** – tax assessed valuation at the time the Tax Rate Area is established by the State Board of Equalization.
- ❑ **Incremental Property Tax** – increase or decrease in the assessed valuation over the base property tax within the annexed area.
- ❑ **Education Revenue Augmentation Fund (ERAF)** – the percentage required by California Revenue and Taxation Code Section 97, to be transferred to the State ERAF Fund.

Share of Dollar	Merced Unincorporated Property Tax Dollar Breakdown	City of Livingston Property Tax Dollar Breakdown
County General Fund	\$0.1902	\$0.1409
ERAF Share of County General Fund	\$0.1894	\$0.1395
Livingston Elementary	\$0.1892	\$0.1397
Merced High	\$0.1485	\$0.1097
Livingston General Fund	N/A	\$0.1924
ERAF Share of Livingston General Fund	N/A	\$0.0690
County Fire	\$0.1023	\$0.0755
Merced Community College	\$0.0589	\$0.0435
Merced Irrigation District	\$0.0412	\$0.0304
School Service	\$0.0332	\$0.0245
School Equalization	\$0.0166	\$0.0122
Mosquito Abatement	\$0.0140	\$0.0104
Winton Cemetery	\$0.0100	\$0.0074
School Capital Outlay	\$0.0040	\$0.0030
Merced County Regional Occupation	\$0.0025	\$0.0019
Total	\$1.0000	\$1.0000



Source: 2019/20 & 2020/21 Merced County Assessor Annual Tax Increment Tables

Proposals

County Proposal 11/14/2018	City
County retains 100% of base and increment from Fire Fund	County retains 100% of base and increment from Fire Fund
County retains 100% of base and splits increment 75% County and 25% City	City ERAF is subtracted from 100% of base and increment and then 50% To County and 50% To City
Through December 31, 2021 City would share 2.5% of City's 1%	No sharing of sales tax
Effective January 1, 2022 City would share 5% of the City's 1%	No sharing of sales tax
Ten (10) Year Agreement with 180 days prior written notice before the end of any fiscal year	Ten Year Agreement with 180 days prior written notice before the end of any fiscal year
Cancellation of the agreement will not affect County receiving a share of the sales tax or property tax	No sharing of sales tax
City will agree to participate in future discussions to establish an agricultural mitigation program for productive agricultural land converted to urban development	City will agree to participate in future discussions to establish an agricultural mitigation program for productive agricultural land converted to urban development
City will agree to communication and coordination with County on General Plan Policies	City will agree to communication and coordination with County on General Plan Policies

Current County Proposal

Main Deal Points

County retains 100% of base and increment from Fire Fund

City ERAF is subtracted from 100% of base and increment and then 63% To County and 37% To City

Effective January 1, 2024 City would share **5.0% of City's 1%** Bradley Burns Sales Tax

Effective January 1, 2029 City would share **7.5% of the City's 1%** Bradley Burns Sales Tax

Ten Year Agreement with 180 days prior written notice before the end of any fiscal year

Cancellation of the agreement will not affect County receiving a share of the sales tax or property tax

City will agree to participate in future discussions to establish an agricultural mitigation program for productive agricultural land converted to urban development

City will agree to communication and coordination with County on General Plan Policies

Fiscal Projections

