



CITY COUNCIL SPECIAL AND REGULAR MEETING AGENDA MARCH 5, 2024

SPECIAL MEETING: 6:30 P.M. – 7:00 P.M
REGULAR MEETING: 7:00 P.M.

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

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

Notice is hereby given that the City Council will hold a Special and Regular Meeting on March 5, 2024, at the City Council Chambers, 663 Main Street, Livingston, California. Assistance will be provided to those requiring accommodations for disabilities in compliance with the Americans with Disabilities Act of 1990. Persons requesting accommodation should contact the Deputy City Clerk at least 24 hours prior to this meeting at (209) 394-8041, Ext. 121. Any writings or documents pertaining to an Open Session item provided to a majority of the members of the legislative body less than 72 hours prior to the meeting shall be made available for public inspection by email if requested. Public comments can be submitted via emailed at citycouncil@livingstoncity.com. Comments must be received by 2:00 p.m. on the day of the City Council meeting in order for them to be distributed to the Council prior to consideration of the matter. You will need to provide: Meeting date, item number, name, email and comment (please limit to 300 words or 3 minutes). Please include: PUBLIC COMMENT in the subject for the email. Written comments will not be read aloud at the meeting, but will be reported as received for the record. If you do not receive an acknowledgement of receipt by 4:00 p.m., please call the City Clerk's Office at (209) 394-8041, Ext. 121 (Note: This technology is not a guaranteed method).

SPECIAL MEETING

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

CLOSED SESSION

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

6. Liability Claims (Gov. Code, § 54956.95)
Claimant: Rocio Avila
Agency claimed against: City of Livingston
7. Liability Claims (Gov. Code, § 54956.95)
Claimant: Maria I. Arevalo
Agency claimed against: City of Livingston

REGULAR MEETING

CALL TO ORDER

Pledge of Allegiance.

Moment of Silence – First Responders and Military Members.

Roll Call.

Closed Session Announcements.

Changes to the Agenda.

Next Resolution No.: 2024-11
Next Ordinance No.: 653

CITIZEN COMMENTS

This section of the agenda allows members of the public to address the City Council on any item NOT on the agenda. Members of the public, when recognized by the Mayor, should come forward to the lectern, and identify themselves. Comments are normally limited to three (3) minutes. In accordance with State Open Meeting Laws, no action will be taken by the City Council this evening.

ANNOUNCEMENTS AND REPORTS

Supervisor Rodrigo Espinoza Announcements and Reports.

City Staff Announcements and Reports.

- Gary Conte, Community Development Director – Planning Department Update.

City Manager Announcements and Reports.

City Council Members' Announcements and Reports.

Mayor's Announcements and Reports.

Jatinder Mann

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

Jason Roth

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

Maria Soto

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

Gurpal Samra

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

Jose Moran

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

CONSENT AGENDA

Items on the Consent Calendar are considered routine or non-controversial and will be enacted by one vote, unless separate action is requested by a member of the public, the City Manager or City Council Member. There will be no separate discussion of these items unless members of the public, City Council or City Manager request that specific items be removed. Public comment on consent agenda items shall be limited to three (3) minutes per-person regardless of the number of items contained within the consent agenda.

1. City Treasurer's Investment Report for the Month Ending January 31, 2024.
2. Consideration of a Resolution Authorizing the Submittal of an Application to the California State Department of Housing and Community Development for Funding Under the Home Investment Partnerships Program. Staff Recommendation: Approve Resolution.
3. Consideration of a Resolution Authoring the Interim City Manager to Execute a Professional Service Agreement Between the City of Livingston and Andrea Caro, Circus Royal Spectacular as a Circus Entertainment and Concessions Provider. Staff Recommendation: Approve Resolution.

DISCUSSION AND POTENTIAL ACTION ITEMS

4. Consideration and Direction to Prepare a Request for Proposals Regarding the Selection of a Firm or Recruiter to Conduct the Recruitment of a Permanent City Manager. Staff Recommendation: Direct Ms. Cruz, Human Resources Coordinator, and the City Attorney's Office to Prepare a Request for Proposals Regarding the Selection of a Firm or Recruiter to Conduct the Recruitment of a Permanent City Manager.
5. Discussion and Direction Regarding Whether to Commence the Process for Establishing Term Limits for City Council Members.
6. Discussion and Direction Regarding the 4th of July Standing Committee Recommendation Including the Following: Changing to an Ad-Hoc Committee, Overall Budget, and the Schedule of Events for the 4th of July Event.

COUNCIL DIRECTION ON FUTURE AGENDA ITEMS

ADJOURNMENT

CITY OF LIVINGSTON

March 5, 2024

Community Development Department Update



GENERAL PLAN UPDATE

- Phase 1: Initiation – Complete
- Phase 2: Getting Started – Complete
- Phase 3: Existing Conditions & Trends – Complete
- Phase 4: Community Vision & Guiding Principles – Complete
- Phase 5: Evaluating Alternatives
 - Development of Alternative Land Use Concepts
 - Alternatives Report
 - Joint Planning Commission / City Council Workshop – April 2024



HOUSING ELEMENT UPDATE

- Task 1: Project Management – Ongoing
- Task 2: Data Gathering and Assessment – Complete
- Task 3: Community Engagement – Complete
- Task 4: Housing Element Preparation – Underway
 - Preparation of the Element Narrative
 - Crafting Plan Goals, Objectives, Policies and Implementation Measures



LAND USE ENTITLEMENT SUMMARY

- 4 General Plan Amendment Requests
- 3 Rezone Requests
- 2 Tentative Subdivision Map Requests
- 4 Tentative Parcel Map Requests
- 3 Conditional Use Permit Requests
- 4 Site Plan & Design Review Requests
- 2 Preliminary Project Review Requests



INDUSTRIAL PROJECTS

GREENZONE INDUSTRIAL PARK

- General Plan Amendment, Tentative Subdivision Map
 - Subdivide 18.8 Acres into 22 Parcels Ranging From 0.7 to 1.5 acres and a 1.5 Drainage Basin



COMMERCIAL PROJECTS

HWY 99 / HAMMATT AVE INTERCHANGE

MAVERIK

- Tentative Parcel Map, Use Permit & Site Plan Review
 - Truck & Auto Fueling Islands
 - Convenience Store & Quick Service Restaurant

QUICKWAY TRAVEL CENTER

- General Plan Amendment & Rezone
 - Expansion and Relocation of Existing Drainage Basin



COMMERCIAL PROJECTS

HWY 99 / WINTON PARKWAY INTERCHANGE

AAA TRUCK WASH

- Tentative Parcel Map, Use Permit and Site Plan & Design Review
 - Subdivide 12.4 Acres into 4 Parcels Ranging From 1.0 to 3.2 and a 1.0 Remainder
 - 80 Ft High Freeway Sign
 - Orientated Car Wash Facility
 - Auto Repair Center



RESIDENTIAL PROJECTS

SELF-HELP ENTERPRISE MULTI-FAMILY PROJECT

- Site Plan & Design Review
 - 80 Unit Affordable Housing Development
 - 1-Bedroom, 2-Bedroom and 3-Bedroom Units
 - Community Club House



BUILDING PERMIT/CONSTRUCTION PROJECTS REVIEW SUMMARY

Building Permit Reviews

2 Commercial Projects

8 Residential Projects

Construction Projects

3 Commercial Projects

2 Residential Projects



COMMERCIAL BUILDING PERMITS HWY 99 / HAMMETT AVE INTERCHANGE

QUICKWAY TRAVEL CENTER

- Truck & Auto Fueling Islands
- 13,000 sf Convenience Store with Showers for Travelers & 3 Quick Service Restaurants
- 7,200 sf Truck Tire Center
- Certified Automated Truck (CAT) Scale
- 80 ft High Freeway Sign



RESIDENTIAL BUILDING PERMITS

TIERRASANTA VILLAGES APARTMENT PROJECT

- 80 Unit Affordable Housing Development
- 2-Bedroom and 3-Bedroom Units
- On-site Community Center
- Child-Care Facility



CONSTRUCTION PROJECTS

ARCO AM/PM

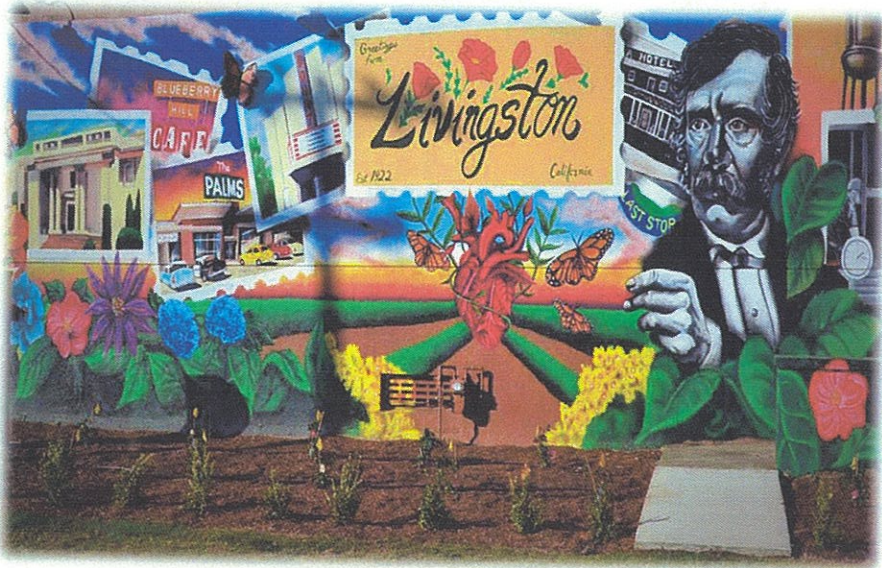
- Truck & Auto Fueling Islands
- Convenience Store
- 80 Ft High Freeway Sign

DUTCH BROTHERS COFFEE KIOSK

- 950 sf Drive-thru coffee shop
- Outdoor Seating Only
- 80 ft High Freeway Sign



COMMENTS





ELECTED OFFICIAL'S REPORT

AGENDA ITEM: Treasurer's Report: January 2024
MEETING DATE: March 5, 2024
PREPARED BY: Katherine Schell Rodriguez – Elected City Treasurer

RECOMMENDATION:

Receive and File Treasurer's Report for the month ending January 31, 2024.

BACKGROUND:

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

DISCUSSION:

Total Cash and City Investments including cash in the bank, and cash in the Local Agency Investment Fund is \$40,087,754.17 and represents a 1.49% increase from the previous month.

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

FISCAL IMPACT:

None.

ATTACHMENTS:

January 31, 2024, Treasurer's Report with signature



TREASURER'S REPORT

Bank Statement Period Ending Jan. 31, 2024
 Report Date Feb. 11, 2024
 Meeting Date March 05, 2024

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

Institution	Acct#	Investment Type	Average Monthly Yeild %	Balance JANUARY
State of California LAIF (Local Agency Investment Fund)	xx-xx-463	Pooled	4.012%	31,957,578.36
Non Interest Bearing Items				
Farmers & Merchants Bank	xxxxxx5801	Operating Account	N/A	7,855,057.87
Farmers & Merchants Bank	xxxxxx6601	Payroll Account	N/A	8,347.21
Farmers & Merchants Bank	xxxxxx8201	Web Payments Account	N/A	266,770.73
Subtotal F&M Bank			Subtotal	8,130,175.81
Total Cash & Investments			Totals	40,087,754.17

Notes

- 1) There are currently no Investments, In an Institution, with a Maturity Date, and/or a Maturity Date of 12 Months or More. The City's Portfolio consists of Non Interest Bearing Items in F&M Bank, and funds deposited with the State Local Investment Agency (LAIF)
- 2) Percentage Yield Rate from the LAIF Website "PMIA Average Monthly Yield"
- 3) The Average Daily Balance in F & M Bank for the month was \$5,885,987.76 per statements

Prepared By:

Katherine Schell-Rodriguez
 Katherine Schell-Rodriguez City Treasurer

STAFF REPORT



AGENDA ITEM: Resolution of the City Council of the City of Livingston Authorizing the Submittal of an Application to the California State Department of Housing and Community Development For Funding Under the Home Investment Partnerships Program

MEETING DATE: March 5, 2024

PREPARED BY: Self-Help Enterprises

REVIEWED BY: Christopher Lopez, Interim City Manager

RECOMMENDATION:

Staff recommends that the City Council of the City of Livingston ("City Council") adopt resolution authorizing the City of Livingston to apply to the State of California Department of Housing and Community Development for HOME Investment Partnerships Program ("HOME") funds not to exceed \$12,150,000 to provide project financing which will be used to construct the Livingston B Street project, an 80-unit rental project, located in the City of Livingston on the southeast corner of B Street and Winton Parkway.

BACKGROUND AND DISCUSSION:

The State of California Department of Housing and Community Development issued a Notice of Funding on January 19, 2024, announcing the availability of funds under the HOME program. The City of Livingston would be the applicant and Self-Help Enterprises would be the sponsor/developer, and HOME funds would contribute to the construction of the Livingston B Street Project, an 80-unit affordable rental community in the City of Livingston. The Livingston B Street project is aimed at providing high-quality, affordable housing for low-income families in the Livingston area targeting individuals and families under 60% of area median income (AMI). The community will include one-, two- and three-bedroom units and will provide intergenerational living while creating housing opportunities for seniors, young professionals, and large families. The HOME loan amount would be up to \$12,000,000 with an additional \$150,000 to the City of Livingston for administrative costs. The HOME loan offers a loan interest rate of 3% with a term of 55 years from the date of the recordation of the Notice of Completion for the project.

FISCAL IMPACT:

Self-Help Enterprises will complete the HOME application and all necessary due diligence at no cost to the City. If no award is given, then there is no additional obligation to the City. If the HOME funds are awarded the City will receive \$150,000 in activity delivery money. These funds would help offset any staff time used to complete annual reports and general contract management. The City's oversight commitments would be minimal, mostly booking yearly accrued interest to the soft loan, since the project will be income certified and monitored through the tax credit program. SHE will provide all the information needed for reporting purposes.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE
CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY
DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT
PARTNERSHIPS PROGRAM**

WHEREAS, the City of Livingston, a political subdivision of the state of California (hereinafter the “City”), wishes to apply for and receive an allocation of funds through the 2022-2023 HOME Investment Partnerships Program; and

WHEREAS, the California Department of Housing and Community Development (the “Department”) is authorized to allocate HOME funds made available from the U.S. Department of Housing and Urban Development (“HUD”). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on January 19, 2024, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the “NOFA”); and

WHEREAS, in response to the 2022-2023 HOME NOFA, Self Help Housing requested that the City of Livingston apply to the Department to receive an allocation of HOME funds.

NOW THEREFORE BE IT RESOLVED THAT in response to the 2022-2023 HOME NOFA, city staff may submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Twelve Million One Hundred and Fifty Thousand Dollars (\$12,150,000) for the following activities and/or programs:

- The construction of Livingston B Street project, an 80-unit rental project to be located at the southeast corner of B Street and Winton Parkway.

Further, the City Manager or their designee(s), is hereby authorized to execute on behalf of the City of Livingston, the required documents in a legal form approved by the City Attorney.

I hereby certify that the foregoing Resolution No. 2024-___ is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 5th day of March 2024, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jose A. Moran, Mayor
of City of Livingston

ATTEST

Monica Cisneros, Deputy City Clerk

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

STAFF REPORT



AGENDA ITEM: Professional Services Agreement between City of Livingston and Andrea Caro, Circus Royal Spectacular

MEETING DATE: March 5, 2024

PREPARED BY: Jacquelyn Benoit, Recreation Superintendent

RECOMMENDATION:

Adopt Resolution No. 2024-____, authorizing the Interim City Manager to execute a professional service agreement between the City of Livingston and Andrea Caro, Circus Royal Spectacular as a circus entertainment and concessions provider.

BACKGROUND/DISCUSSION:

The City of Livingston has hosted the Circus Royal Spectacular prior to COVID for several years. The focus for this event is to create a venue for families to enjoy local, clean safe and fun entertainment. City staff devotes significant time and effort to promoting and organizing safe and fun family events. The event will run May 23rd through May 27, 2024, which is Thursday through Sunday Memorial Day Weekend. The circus not only provides entertainment but concessions as well.

This event will attract hundreds of attendees within and outside of Livingston. The event has an indirect positive impact on our local economy as some local businesses may also benefit from an increase in sales. The percentage the city gets from this agreement will be used in furthering the fundraising efforts for the new Rec-Plex.

Circus Royal Spectacular, owned and operated by Andrea Caro, has provided an entertaining professional circus enjoyed by many throughout the Western states.

FISCAL IMPACT:

The Circus Royal Spectacular will pay the city 25% of all ticket sales, presale and at the door.

ATTACHMENTS:

1. Resolution of the City Council of the City of Livingston between City of Livingston and Andrea Caro, Circus Royal Spectacular as circus and concession provider.
2. Exhibit A – Professional Services Agreement between the City of Livingston and Andrea Caro, Circus Royal Spectacular

RESOLUTION NO. 2024-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIVINGSTON
AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PROFESSIONAL
SERVICE AGREEMENT BETWEEN THE CITY OF LIVINGSTON AND ANDREA
CARO, CIRCUS ROYAL SPECTACULAR AS A CIRCUS ENTERTAINMENT AND
CONCESSIONS PROVIDER**

WHEREAS, the City of Livingston has hosted the Circus Royal Spectacular, an acrobatic-focused form of entertainment to create a venue for families to enjoy local, clean, safe and fun entertainment. City staff devotes significant time and effort to promoting and organizing safe and fun family events; and

WHEREAS, the event will run from May 23 through May 27, 2024, which is Thursday through Sunday Memorial Day Weekend. The circus not only provides entertainment but concessions as well; and

WHEREAS, this event will attract hundreds of attendees within and from outside of Livingston. The event has an indirect positive impact on our local economy as some local businesses may also benefit from an increase in sales. The percentage the city gets from this agreement will be used in furthering the fundraising efforts for the new Rec-Plex; and

WHEREAS, Circus Royal Spectacular, owned and operated by Andrea Caro, has provided an entertaining professional circus enjoyed by many throughout the Western States; and

WHEREAS, The Circus Royal Spectacular will pay the city 25% of all ticket sales, presale and at the door, purchase a business license through the city, and obtain any other permits necessary to operate the circus.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Livingston does hereby resolve, declare, determine, and order as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The City Manager is hereby authorized and directed to execute the professional Services Agreements and all other documents needed to execute this agreement and carry out the purpose and intent of this resolution, each following review and approval of the City Attorney.
3. This resolution is effective immediately upon adoption.

I hereby certify that the foregoing Resolution No. 2024-____ is a full, true and correct copy of a resolution duly passed and adopted by the City Council of the City of Livingston at a regular meeting thereof duly held on the 5th day of March 2024, by the vote recorded as follows:

AYES:
NOES:
ABSENT:
ABSTAIN:

By: _____
Jose A. Moran, Mayor
of City of Livingston

ATTEST

Monica Cisneros, Deputy City Clerk

APPROVED AS TO LEGAL FORM

Roy C. Santos, City Attorney

CITY OF LIVINGSTON

EVENT SERVICES AGREEMENT FOR CARNIVAL

This EVENT SERVICES AGREEMENT (herein "Agreement"), is made and entered into by and between the CITY OF LIVINGSTON (herein "CITY") and **Circus Royal Spectacular Corp**, (herein "Contractor"). The parties hereto agree as follows:

CONTRACTOR: ANDREA CARO, an individual doing business as
CIRCUS ROYAL SPECTACULAR CORP

EVENT: May 23-27 of 2024

LOCATION: Max Foster Sports Complex, 2600 Walnut Ave, Livingston, Ca 95334

1. ADMINISTRATION.

City's City Manager, or designee, is charged with the administration of this Agreement on behalf of the City and may make all decisions in connection therewith. **Andrea Caro (Self)** is Contractor's representative authorized to make decisions in connection with this Agreement.

2. SCOPE OF SERVICES

- a. Contractor is engaged in the business of producing a family circus providing attractions such as acrobatic shows, games & food concessions.
- b. The City would like to reserve (book) the Contractor for community entertainment May 23rd through the 27th 2024 located at Max Foster Sports Complex, 2600 Walnut Avenue, Livingston, CA 95334, County of Merced
- c. City agrees to provide adequate space for said circus. trucks, living quarter bunkhouses & RVs at Max Foster Sports Complex, 2600 Walnut Ave., Livingston, CA 95334 commencing, May 21, 2024 – May 29, 2024.
- d. The Contractor agrees to furnish (space permitting) a circus tent and 1-2 candy and food concessions for said event.
- e. Contractor to pay for its business license & health permits required by local government agencies for the circus.
- f. Contractor shall pay and furnish proof of liability insurance and required endorsements of not less than Ten Million Dollars naming as additional insured the City, the County of Merced, CA and any other additional name requested.
- g. Contractor shall have exclusive and overall control of the operation of all equipment associated to the Circus which includes all entertainment, food concessions, show devices, and generator power units.
- h. Contractor First will provide presale admission tickets to the circus six-weeks prior to the event. All presale will be discontinued being sold at 1:00 pm, May 22, 2024. All unsold presale tickets will be returned to Andrea Caro no later than 5pm on opening day. It is the City's responsibility to collect all tickets from sponsor vendors selling the presale prior to the 5 pm timeframe for settlement.
- i. Contractor at the end of the engagement, agrees to clean the portion of the grounds utilized during the event

- j. City will be responsible for obtaining and paying for all trash dumpsters, portable restrooms and hand washing sinks for said event.
- k. City will also order an extra (1) separate portable restroom for circus crew for use at crews living quarters area and to be delivered on May 21, 2024. Contractor will reimburse the City for said (1) portable restroom.
- l. Contractor will be responsible for the picking up of all trash & debris in and around the circus area during and after the event. Contractor will provide trash cans throughout the park and circus area.
- m. City agrees that it will not sponsor or book directly or indirectly any other show, amusement, or attraction of similar nature to prior to the First Party's operation for a minimum of 120 days prior to or on the date of the show.
- n. City will be permitted to have the shows office & living quarters (bunkhouse trailers) to remain onsite during the event.
- o. City will provide a minimum of (1) freshwater (drinkable) hook-up / outlet for the circus use.

3. SPECIAL REQUIREMENTS.

- A. Contractor must comply with all applicable restrictions on the use of intellectual property including copyright laws for music.
- B. Contractor agrees to permit City to use photography and/or video taping of this activity/event for promotional use/or on City's website.
- C. Contractor is subject to the following restrictions: Compliance with the City of Livingston Municipal Code, including Noise Regulations.
- D. Contractor warrants that she/he and all staff of Contractor who may provide services pursuant to this Agreement who may have contact with children have never been convicted of any offense specified in Public Resources Code Section 5164 or Penal Code Section 11105.3 which would preclude any such person from working with children. If required by state law and indicated below, at Contractor's sole expense, Contractor and its staff shall submit to fingerprinting and a background check, in accordance with Section 5164 of the California Public Resources Code, and/or shall submit to the City a certificate regarding communicable tuberculosis as required by Sections 5163 et seq. of the California Public Resources Code. The foregoing requirements must be satisfied prior to the commencement of the Services.

Fingerprinting and/or Tuberculosis, as specified, required:

YES X NO

[Required for individuals who may come in to contact with children and/ or work as a food/beverage concessionaire.]

4. TERM.

The term of this Agreement shall be from the Start Date and Start Time through the End Date and End Time specified above.

5. SCHEDULE OF COMPENSATION.

- a. Contractor agrees to compensate the City as Follows: 25% of all advance / pre-sale unlimited circus admission tickets sold. 25% of all onsite circus admission tickets sold.
- b. The 2024 Circus Royal Spectacular admission tickets prices:
 - i. Advance/Presale:
 - *Show admission ticket: _____.

- ii. Onsite:
*Show Admission Ticket: _____

6. INDEMNITY.

The Contractor agrees to indemnify, hold harmless, and defend the City, its officers, employees, and agents from any and all claims, losses, or actions brought by any person or persons resulting directly or indirectly from the wrongful or negligent acts, errors, and omissions of the Contractor and its officers, employees, agents, or volunteers, including, without limitation, any penalties, claims or liabilities arising in connection with a violation of intellectual property laws and copyright regulations.

7. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor agrees to perform the services hereunder as an Independent Contractor and under no circumstances or conditions shall Contractor or any of his/her agents, servants and employees, be considered an employee or agent of the City. Contractor is solely responsible for selecting the means, methods and procedures for performing its services hereunder and for coordinating all portions of the work so the results will be satisfactory to City. Contractor will supply all tools and instruments required to perform its services under this Agreement. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. Contractor shall not be entitled to any benefits accorded to City employees, including workers' compensation, disability insurance, vacation or sick pay and Contractor hereby expressly waives any claim he/she may have to such rights.

8. FACILITIES, EQUIPMENT, SUPPLIES AND CARE OF CITY PROPERTY.

- A. Contractor shall provide the following materials and equipment for use in the Event at Contractor's sole expense: Equipment Needed to Provide services for the circus.
- B. Contractor shall take prudent care of City property, including but not limited to the property listed above. Contractor shall ensure that the property, equipment and/or facility is left in the same condition as it was found.

9. INSURANCE.

If required by this Section, Contractor agrees to obtain and maintain the policies set forth in the attached Exhibit A, entitled "INSURANCE REQUIREMENTS." All policies, endorsements, certificates and/or binders shall be subject to approval by the City as to form and content. Contractor agrees to provide City with a copy of the required policies, certificates and/or endorsements before services commence under this Agreement.

Insurance Coverage as specified in Exhibit A Required:

YES X NO

10. LITIGATION MATTERS.

This Agreement shall be construed and interpreted in accordance with the laws of the State of California and venue shall be the County of Merced Superior Court.

11. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

12. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT.

Contractor shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City.

13. PRIOR AGREEMENTS AND AMENDMENTS.

This Agreement, including the Exhibit, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. Except as expressly provided herein, this Agreement may only be modified by a written amendment duly executed by the parties.

14. SEVERABILITY.

Should any portion, word, clause, phrase, sentence or paragraph of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.

15. CORPORATE AUTHORITY.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

In Witness Whereof, the parties hereto have executed this Agreement on the day and year written above.

**CITY OF LIVINGSTON,
Christopher Lopez. Interim City Manager
"CITY":**

**Circus Spectacular Corp. Andrea Caro,
"CONTRACTOR":**

By: _____

By: _____

Date

Date

ATTEST:

**Roy C. Santos
Aleshire & Wynder**

By: _____

EXHIBIT A

INSURANCE REQUIREMENTS

A. Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$10,000,000.00 per occurrence and \$20,000,000.00 aggregate. The City and each of its employees and agents must be mentioned as additional insured.

B. Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses. However, this requirement shall not apply if Contractor has no employees. If Contractor has no employees, Contractor shall submit a written statement under perjury that he/she has no employees.

C. Automotive Insurance. A policy of comprehensive automobile liability insurance as required by California law.

Said policies of insurance shall not be cancelled without providing ten (10) days' prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Contractor shall, provide new evidence of insurance. No work or services under this Agreement shall commence until Contractor has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages to the satisfaction of the City.

Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which Contractor may be held responsible for the payment of damages to any persons or property resulting from Contractor's activities or the activities of any person or persons for which Contractor is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide or The Key Rating, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager of the City due to unique circumstances.



STAFF REPORT

AGENDA ITEM: Discussion and Direction Regarding Whether to Commence the Process for Establishing Term Limits for City Council Members

MEETING DATE: March 5, 2024

FROM: Mayor Jose Moran

RECOMMENDATION:

This item is included for the City Council to have a discussion and provide direction regarding whether to commence the process for establishing term limits for City Council members.



STAFF REPORT

AGENDA ITEM: Discussion and Direction Regarding the 4th of July Standing Committee Recommendations Including the Following: Changing to an Ad-Hoc Committee, Overall Budget, and the Schedule of Events for the 4th of July Event

MEETING DATES: March 5, 2024

PREPARED BY: Christopher Lopez, Interim City Manager

RECOMMENDATION

That the Mayor and City Council discuss and provide direction regarding the 4th of July Standing Committee recommendations including the following: changing to an Ad-Hoc Committee, overall budget, and the schedule of events for the 4th of July event.

BACKGROUND:

On January 16, 2024, the Mayor and Council formed the 4th of July Standing Committee. Since that time, the Committee met on February 29, 2024, and formed a series of recommendations.

The recommendations are listed below:

1. Fireworks show to be held on July 5, 2024 (Friday).
2. Potential schedule of events as follows:

Thursday— July 4, 2024	Friday—July 5, 2024	Saturday— July 6, 2024	Sunday—July 7, 2024
Carnival	Carnival	Carnival	Carnival
	Live music/ entertainment/dj	Live music/ entertainment/dj	Live music/ entertainment/ dj (Headliner this day)
		Car show(s)	
	Fireworks		
			Jarriepo (Rodeo)
	Beer garden	Beer garden	Beer garden
Vendors	Vendors	Vendors	Vendors

3. A City allocation of \$50,000--\$60,000 for the event which does not include the price for the fireworks show.
4. Change the committee from a standing committee to an Ad-Hoc committee with an end date of August 4, 2024.

It should be noted that the City has historically generated approximately \$40,000 in revenue from the sale of carnival ride wristbands, which may be used to offset the cost of the event.

Additionally, there will be personnel expenses for overtime and other labor costs for the use of City staff on the weekends and after hours.