



CITY COUNCIL

AGENDA

MONDAY, MAY 8, 2023

REGULAR HYBRID MEETING – 7:00 PM

MEETING PARTICIPATION INFORMATION CAN BE FOUND AT THE END OF THE
AGENDA

IN PERSON INFORMATION:

CIVIC CENTER MEETING HALL
CITY COUNCIL CHAMBERS
1016 S. LIVERMORE AVENUE

TELECONFERENCE INFORMATION:

ZOOM WEBINAR:

<https://us02web.zoom.us/j/84562245445>

Zoom dial in phone number:

1 669 900 6833

Meeting ID: 845 6224 5445

CITY OF LIVERMORE YOUTUBE CHANNEL:

<https://www.youtube.com/c/CityofLivermoreCalifornia>

Comcast TV Channel 29:

tv29.org

John P Marchand, Mayor

Brittini Kiick, Vice Mayor

Ben Barrientos, Council Member

Evan Branning, Council Member

Robert W Carling, Council Member

1. CLOSED SESSION - NONE.

2. CALL TO ORDER

ROLL CALL

Council Member Ben Barrientos
Council Member Evan Branning
Council Member Robert W. Carling
Vice Mayor Brittini Kiick
Mayor John Marchand

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

- 3.1 Proclamation designating May as Affordable Housing Month presented to Victoria Wong of MidPen Housing.

Recommendation:

Staff recommends the City Council designate May as Affordable Housing Month.

Staff Report

Attachments:

[1. Proclamation](#)

- 3.2 Proclamation declaring May 21-27, 2023, as Public Works Week in the City of Livermore presented to Scott Lanphier, City of Livermore Public Works Director.

Recommendation:

Staff recommends City Council declare May 21-27, 2023, as Public Works Week in the City of Livermore.

Staff Report

Attachments:

[1. Proclamation](#)

- 3.3 Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, and the Library Board of Trustees, and direct the City Clerk to administer the oath of office.

Recommendation:

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Beautification Committee, Commission for the Arts, the Library Board of Trustees, and direct the City Clerk to administer the oath of office.

Staff Report

4. OPEN FORUM

- In conformance with the Brown Act, no City Council action can occur on items presented during Open Forum.
- To provide public comment in person, please submit a speaker card. When your name is called, walk to the lectern to address City Council.
- To provide public comment virtually, please log into Zoom and use the 'raise hand' feature.
- Comments are limited to a maximum of 3 minutes per person, per item. The Mayor may reduce the amount of time based on the number of persons wishing to speak.
- Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).
- Open Forum will conclude after 30 minutes; however, if there are additional speakers, Open Forum will reconvene before the meeting adjourns.

5. **CONSENT CALENDAR**

Consent Calendar items are considered routine and are acted upon by the City Council with a single action. Members of the audience wishing to provide public input must submit a speaker card if in person or use the 'raise hand' feature if participating using Zoom. Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

5.1 Approval of draft minutes - April 24, 2023 Regular Meeting.

Recommendation:

Staff recommends the City Council approve the draft minutes.

Staff Report

Attachments:

[1. 2023-04-24 Draft Minutes](#)

5.2 Waive the first reading and **Introduce an Ordinance** considering modifications to Livermore Municipal Code Section 2.40.030 Eligibility, clarifying the ability of members to serve on one standing or ad hoc advisory body at any time.

Recommendation:

Staff recommends the City Council adopt an ordinance approving modifications to Livermore Municipal Code Section 2.40.030 Eligibility, clarifying the ability of members to serve on one standing or ad hoc advisory body at any time.

Staff Report

Attachments:

[1. Redline Changes to Municipal Code](#)

[2. Ordinance](#)

5.3 Resolution authorizing the execution of an agreement with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed \$200,000.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed \$200,000.

Staff Report**Attachments:**

1. Bay Area Chemical Consortium Award Letter
2. Resolution
3. Exhibit A - Kemira Water Solutions, Inc. Agreement for Services

- 5.4 Resolution of Intention to form Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan) and Future Annexation Area pursuant to the Mello-Roos Community Facilities Act of 1982.

Recommendation:

Staff recommends the City Council take the following actions:

1. Accept the petition from property owner requesting initiation of formation of City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan) (the "CFD") to finance certain ongoing maintenance services, and waiving the otherwise-applicable election time periods;
2. Adopt a resolution of intention to form the CFD and Future Annexation Area for the CFD and call for a public hearing on June 12, 2023, to consider formation of the CFD and the Future Annexation Area.

Staff Report**Attachments:**

1. CFD 2023-1 (Isabel Neighborhood Maintenance and Services) - Boundary Map
2. Landowner Petition
3. Resolution of Intention
4. Exhibit A - Description of Services
5. Exhibit B - Rate and Method of Apportionment

- 5.5 Resolution to terminate the water shortage emergency declared on September 27, 2021; deactivate all water use restrictions for Stage 1 and Stage 2 of the Water Shortage Contingency Plan; and deactivate Stage 1 water conservation rates.

Recommendation:

Staff recommends the City Council adopt a resolution to terminate the water shortage emergency declared on September 27, 2021; to deactivate all water use restrictions for Stage 1 and Stage 2 of the water shortage contingency plan; and deactivate Stage 1 water conservation rates.

Staff Report**Attachments:**

1. Resolution

- 5.6 Resolution authorizing the display of the rainbow pride flag for the month of June 2023.

Recommendation:

Staff recommends the City Council adopt a resolution authorizing the display of the rainbow pride flag on the flagpole at the Civic Center Campus for the month of June 2023.

Staff Report

Attachments:

- [1. Resolution](#)

6. PUBLIC HEARINGS

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

- 6.1 Public hearing to approve the Livermore Sanitation, Inc. requested rate increase of 5.88% in the solid waste, recyclable materials, and compostable materials service rates to be effective July 1, 2023.

Recommendation:

Staff recommends the City Council adopt a resolution finding that the index-based rate adjustment is consistent with the methodology in the Franchise Agreement, therefore approving a 5.88% increase in the Solid Waste, Recyclable Materials, and Compostable Materials Service rates as set forth in the revised Exhibit H which is attached as Exhibit A to the resolution, effective July 1, 2023.

Staff Report

Attachments:

- [1. Resolution](#)
[2. Exhibit A - Rates for Rate Period Fourteen - Exhibit H](#)

- 6.2 Hearing to **introduce an ordinance** amending Livermore Municipal Code (LMC) Chapter 9.40 - Fireworks, to include additional prohibitions and penalties related to the sale, possession, and use of fireworks.

Recommendation:

Staff recommends City Council introduce an ordinance amending LMC Chapter 9.40 - Fireworks, adding a social hosting provision and administrative fines and penalties.

Staff Report

Attachments:

- [1. Redline Changes to Municipal Code](#)
[2. Ordinance](#)

7. MATTERS FOR CONSIDERATION - NONE.

Comments are limited to one comment per person per item regardless of format or time submitted (this includes email and e-comment submissions prior to the meeting as well as live comments during the meeting).

8. **COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF, AND COUNCIL MEMBERS**

9. **ADJOURNMENT**

To a Special Meeting on Monday, May 15, 2023 at 5:00 pm and a Regular City Council meeting on Monday, May 22, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

10. **SUPPLEMENTAL MATERIALS**

10.1 Supplemental materials received prior to the meeting.

Staff Report

Attachments:

1. [Supplemental Materials](#)

11. **HOW TO PARTICIPATE IN YOUR CITY COUNCIL MEETING**

You can participate in the meeting in a number of ways:

Open Forum is an opportunity for the public to speak regarding items not listed on the agenda. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of that item. To submit a comment using Zoom, you may use the 'raise hand' feature when the item begins. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

Public Hearings - The topic of the hearing is typically summarized by staff, followed by a presentation by the applicant, and questions from the City Council. The Mayor will then open the hearing to the public and offer an opportunity for public comments. Speakers are limited to a maximum of 3 minutes per person. To address the City Council in person, you must submit a speaker card to the City Clerk prior to the start of the presentation of the item. To submit a comment using Zoom, you may use the 'raise hand' feature as soon as the item begins.

Other Agenda Items are also open for public input including Consent Calendar or Matters for Consideration items. These comments are also subject to the 3-minute limit.

Special Meetings, Workshops - The public will have the opportunity to address the City Council regarding the item that is the subject of the special meeting or workshop. Public comments are limited to a maximum of 3 minutes per person.

Platforms to Participate in Meetings:

Submission of Comments Prior to the Meeting:

Email Comments may be submitted by the public to the City Clerk's Office (cityclerk@LivermoreCA.gov). Items received no later than 12:00 pm on the day of the

meeting will be provided to the City Council and available on the City website prior to the meeting. These items will NOT be read into the record.

eComments may be submitted by the public using the eComment link [here](#). Comments may be up to 1000 characters in length and will be accepted up until 4:00 pm the day of the meeting. These items will NOT be read into the record and are viewable by the City Council and the public upon submittal.

Submission of Comments During the Meeting:

Speakers are limited to a maximum of 3 minutes per person. To submit a comment in person, you must complete a speaker card for each item. Speaker cards are available in the Civic Center Meeting Hall lobby. Indicate on the card the item number you wish to comment on and submit the card directly to the City Clerk prior to the start of the item. To submit a comment using Zoom, you may use the 'raise hand' feature. Please note that the City Council is prohibited by State law from taking action on any items that are not listed on the agenda. However, if your item requires action, the City Council may place it on a future agenda or direct staff to work with you and/or report to the City Council on the issue.

The City will be using YouTube and TV29 as two tools to provide the public access to view City Council meetings. No public comment will be accepted via YouTube.

TV29: tv29live.org Comcast Cable 29

YouTube: <http://youtube.com/c/CityofLivermoreCalifornia>

Zoom Webinar: <https://us02web.zoom.us/j/84562245445>

It is recommended residents use updated software to successfully join and participate in a meeting. Outdated versions may limit functionality and you may not be able to provide a public comment virtually. To download the most current version, visit zoom.us/download.

Zoom dial in phone number: 1 669 900 6833

Meeting ID: 845 6224 5445

If you would like to deliver written materials to the City Council as part of your public comments, and are commenting in person, please provide 10 copies to the City Clerk with your speaker card. If you are commenting using Zoom, the speaker must identify that intent in his or her comment and immediately email the materials to the City Clerk at cityclerk@LivermoreCA.gov.

The **City Council Agenda and Agenda Reports** are prepared by City staff and are available for public review on Tuesday evening, six days prior to the City Council meeting in the Civic Center Library, 1188 South Livermore Avenue, Livermore, and at the City Clerk's Office, 1052 South Livermore Avenue, Livermore. The Agenda is also available on the City's website, <http://LivermoreCA.gov/agenda>.

Under Government Code §54957.5, any **supplemental material** distributed to the members

of the City Council after the posting of this agenda will be available for public review in the City Clerk's Office, 1052 South Livermore Avenue, Livermore, and included in the agenda packet available on the City's web site at <http://LivermoreCA.gov/agenda>.

PURSUANT TO TITLE II OF THE AMERICANS WITH DISABILITIES ACT (CODIFIED AT 42 UNITED STATES CODE SECTION 12101 AND 28 CODE OF FEDERAL REGULATIONS PART 35), AND SECTION 504 OF THE REHABILITATION ACT OF 1973, THE CITY OF LIVERMORE DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, ANCESTRY, SEX, DISABILITY, AGE OR SEXUAL ORIENTATION IN THE PROVISION OF ANY SERVICES, PROGRAMS, OR ACTIVITIES. TO ARRANGE AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PUBLIC MEETING, PLEASE CONTACT THE ADA COORDINATOR AT ADACOORDINATOR@LIVERMORECA.GOV OR CALL (925) 960-4170 (VOICE) OR (925) 960- 4104 (TDD) AT LEAST THREE (3) BUSINESS DAYS IN ADVANCE OF THE MEETING.



CITY COUNCIL STAFF REPORT

ITEM NO. 3.1

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Proclamation designating May as Affordable Housing Month presented to Victoria Wong of MidPen Housing.

RECOMMENDED ACTION

Staff recommends the City Council designate May as Affordable Housing Month.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Fran Reisner
Acting Housing and Human Services
Manager

Approved by:

A handwritten signature in black ink, appearing to read "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in black ink, appearing to read "Tina Olson".

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Proclaiming
Affordable Housing Month
May 2023

WHEREAS, quality affordable homes are vital to healthy, safe, and racially-just communities. Increasing housing costs and high inflation rates lead longtime residents to be displaced, live in overcrowded homes, or experience homelessness, threatening our region's diversity and economic opportunity; and

WHEREAS, the need for affordable housing is especially acute as the State of California's COVID-19 emergency declaration has been terminated. For over 27 years, during the month of May, local housing organizations, such as East Bay Housing Organizations (EBHO,) have highlighted the need for and benefits of affordable homes; and

WHEREAS, stable affordable homes are the solution to homelessness and will also support seniors, families, youth, veterans, people with disabilities or special needs, and our whole community; and

WHEREAS, jurisdictions such as the City of Livermore are on their 6th Cycle Housing Element, the plan to meet the housing needs of local communities. The Housing Element includes a commitment to policies that further fair housing for low-income communities and communities of color; and

WHEREAS, on May 12th, MidPen Housing and the City of Livermore will celebrate the opening of Avance Apartments, a 44-unit, services-enriched, affordable community with amenities and programming targeted for persons with developmental disabilities;

NOW, THEREFORE, the City Council of the City of Livermore proclaims May as Affordable Housing Month in Livermore and thanks EBHO and MidPen Housing for their efforts to bring affordable homes to the community.

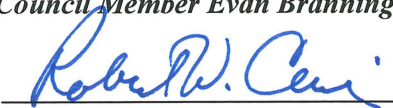

Mayor John Marchand




Vice Mayor Brittini Kiick


Council Member Ben Barrientos


Council Member Evan Branning


Council Member Robert W. Carling



CITY COUNCIL STAFF REPORT

ITEM NO. 3.2

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Proclamation declaring May 21-27, 2023, as Public Works Week in the City of Livermore presented to Scott Lanphier, City of Livermore Public Works Director.

RECOMMENDED ACTION

Staff recommends City Council declare May 21-27, 2023, as Public Works Week in the City of Livermore.

SUMMARY

DISCUSSION

ATTACHMENTS

1. Proclamation

Prepared by: Kathy Hughes
Administrative Assistant

Approved by:

A handwritten signature in cursive script, reading "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in cursive script, reading "Tina Olson".

Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Declaring

National Public Works Week

May 15 – May 21, 2022

WHEREAS, the Public Works Department is an integral part of our City and our residents' everyday lives; and

WHEREAS, the Public Works Department encompasses Water, Sewer, Streets, Lighting, Landscaping, Fleet, Facilities, Solid Waste and Recyclables Collection, Asset Management, and Airport Operations; and

WHEREAS, the health, safety and comfort of Livermore residents depends on the efforts and skills of the Public Works Employees; and

WHEREAS, The American Public Works Association has declared the week of May 15-21, 2022 as National Public Works Week, in recognition of the importance of the hard work and dedication of Public Works employees; and

WHEREAS, the theme for National Public Works Week 2022 is "Ready and Resilient" which highlights the ability of Public Works Employees to perform their duties and be ready at a moment's notice to react as a first responder during a crisis or natural disaster;

NOW, THEREFORE, the City Council of the City of Livermore proclaims the week of May 15-21, 2022 as Public Works Week in the City of Livermore, and encourages residents to recognize the contributions that Public Works staff make every day to our health, safety, comfort and quality of life.


Mayor John Marchand




Vice Mayor Brittni Kiick


Council Member Ben Barrientos


Council Member Evan Branning


Council Member Robert W. Carling



CITY COUNCIL STAFF REPORT

ITEM NO. 3.3

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, and the Library Board of Trustees, and direct the City Clerk to administer the oath of office.

RECOMMENDED ACTION

The City Council Subcommittee on Advisory Bodies recommends the City Council confirm the advisory body appointments to the Beautification Committee, Commission for the Arts, the Library Board of Trustees, and direct the City Clerk to administer the oath of office.

SUMMARY

On April 19, 2023, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Beautification Committee, Commission for the Arts, and the Library Board of Trustees, and have submitted their recommendation for City Council consideration and appointment.

DISCUSSION

On April 19, 2023, the City Council Subcommittee on Advisory Bodies interviewed applicants for vacancies on the Beautification Committee, Commission for the Arts, and the Library Board of Trustees and recommends confirmation of the following appointments:

Beautification Committee - 2 Vacancies

Reappointment to a regular term ending June 1, 2027

- Karen L. Jefferson

Commission for the Arts - 3 Vacancies

Appointments to unexpired terms ending January 1, 2025

- Laurence E. Milder
- Rajagopal R. Kowligi
- Natalia Custodio

Library Board of Trustees - 2 Vacancies

Appointments to regular terms ending June 1, 2026

- Michelle Ornat
- Nancy Olaverrieta

Upon the City Council's confirmation of the appointments by motion, the City Clerk will administer the oath of office to new appointees.

FISCAL AND ADMINISTRATIVE IMPACTS

No material fiscal or administrative impacts result from confirmation of these appointments.

COMMUNITY PILLAR

1: A City That Works

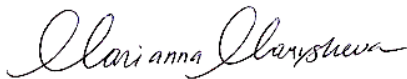
GOAL

2: Engage effectively with the City's advisory bodies

ATTACHMENTS

Prepared by: Debbie Elam
Acting Assistant City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



CITY COUNCIL STAFF REPORT

ITEM NO. 5.1

DATE: May 8, 2023
TO: Honorable Mayor and City Council
FROM: Marianna Marysheva, City Manager
SUBJECT: Approval of draft minutes - April 24, 2023 Regular Meeting.

RECOMMENDED ACTION

Staff recommends the City Council approve the draft minutes.

SUMMARY

DISCUSSION

ATTACHMENTS

1. 2023-04-24 Draft Minutes

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:

A handwritten signature in black ink, reading "Marianna Marysheva".

Marianna Marysheva
City Manager

Fiscal Review by:

A handwritten signature in black ink, reading "Tina Olson".

Tina Olson
Administrative Services Director

MINUTES



CITY COUNCIL
APRIL 24, 2023

REGULAR MEETING

1. CLOSED SESSION - NONE.

2. CALL TO ORDER – The meeting of the City Council was called to order by Mayor John Marchand at 7:00 pm, held in person at 1016 S. Livermore Avenue and remotely using Zoom and YouTube.

ROLL CALL – Present: Mayor John Marchand, Vice Mayor Brittni Kiick and Council Members Ben Barrientos, Evan Branning and Robert W. Carling.

PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND PRESENTATIONS

3.1 Presentation of the 2023 Livermore Water Conservation Art Contest Awards.

Recommendation: Staff recommend City Council present awards to the finalists of this year's Livermore Water Conservation Art Contest.

Water Resources Communications Representative Natalie Croak presented the staff report and Mayor John Marchand presented the 2023 Livermore Water Conservation Art Contest Awards along with representatives from Cal Water and Zone 7

3.2 Proclamation recognizing May 2023 as Community Service Recognition Month in the City of Livermore. Presented to Judy Erlandson Acting Assistant Public Works Director.

Recommendation: Staff recommended the City Council recognize May 2023 as Community Service Recognition Month to highlight the significant differences that volunteers make to the City of Livermore.

Mayor Marchand presented a proclamation to Acting Assistant Public Works Director Judy Erlandson recognizing May as Community Service Recognition Month.

3.3 Proclamation declaring April 23 - 29, 2023 National Crime Victims' Rights Week, presented to Lindsay Reynolds, Senior Victim and Witness Advocate at Alameda County.

Recommendation: Staff recommended the City Council declare April 23 - 29, 2023 as National Crime Victims' Rights Week.

Mayor Marchand presented a proclamation to Lindsay Reynold Senior Victim and Witness Advocate at Alameda County declaring April 23-29, 2023 National Crime Victims' Rights Week.

3.4 Proclamation declaring April 2023 as Arts, Culture and Creativity Month presented to Anne Giancola, Visual Arts and Education Manager at Livermore Valley Arts.

Recommendation: Staff recommended City Council declare April 2023 as Arts, Culture and Creativity Month.

Mayor Marchand presented a proclamation to Anne Giancola declaring April 2023 as Arts, Culture and Creativity Month.

4. OPEN FORUM

Mayor Marchand opened the public comment period.

David McGuigan provided a comment.

Will Bolton provided a comment.

Michael Galvan provided a comment.

Carol Garberson provided a comment.

Trish Munro provided a comment.

There were no more speakers and the public comment period was closed.

5. CONSENT CALENDAR

Mayor Marchand opened the public comment period.

Item 5.10 Marti Sutton provided a comment.

Christine Dillman provided a comment.

Liz Perez provided a comment.

There were no more speakers and the public comment period was closed.

ON THE MOTION OF CM CARLING, SECONDED BY VM KIICK, AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL APPROVED THE CONSENT CALENDAR ITEMS.

5.1 Approval of draft minutes - April 10, 2023 Regular Meeting.

Recommendation: Staff recommended the City Council approve the draft minutes.

5.2 Resolution 2023-059 authorizing the City Manager to execute a right-of-way agreement between the City of Livermore and Mobilitie LLC, a Nevada limited liability company for the installation and maintenance of broadband data communication infrastructure within the City's public right-of-way.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to sign on behalf of the City, a right-of-way agreement between the City of Livermore and Mobilitie LLC (Mobilitie) for the installation and maintenance of broadband data communication infrastructure within the City's public right-of-way.

5.3 Resolution 2023-060 designating the City Manager as the City's agent for federal and state disaster assistance and **Resolution No. 2023-061** naming the City Engineer and Assistant City Engineers as the City Manager's designees and appropriating \$802,000 in funding in FY 2022-23 for 2023 Storm Capital Improvement Programs.

Recommendation: Staff recommended the City Council adopt the following resolutions:

1. A resolution designating the City Manager as the City's agent for federal and state disaster grant assistance and designating the City Engineer and Assistant City Engineers as the City Manager's designees.
2. A resolution appropriating \$802,000 in funding in FY 2022-23 for 2023 Storm Capital Improvement Programs.

5.4 Resolution 2023-062 authorizing the City Manager to execute and renew a Revenue-Sharing Agreement for wireless telecommunication facility leases with Livermore Area Recreation and Park District (LARPD).

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute and renew a Revenue Sharing Agreement between the City of Livermore and Livermore Area Recreation and Park District (LARPD) for revenue generated by wireless telecommunication facility leases.

5.5 Resolution 2023-063 authorizing the continued participation in the

Alameda County Home Consortium for Home Investment Partnership Program funds; and the execution of an agreement with Alameda County for participation in the Alameda County Home Consortium for federal fiscal years 2024, 2025, and 2026

Recommendation: Staff recommended the City Council adopt a resolution:

1. Authorizing the continued participation by the City of Livermore in the Alameda County HOME Investment Partnership Program Consortium for HOME Investment Partnership funds (HOME).
2. Authorizing the City Manager, or her designee, to execute the HOME Consortium Agreement between the City of Livermore and the County of Alameda to receive HOME funding for federal fiscal years 2024, 2025, and 2026.

5.6 Resolution 2023-064 authorizing execution of an agreement with Pangea Environmental Services, Inc., in an amount not-to-exceed \$1,165,000, to provide environmental support services to close out three environmental cleanup cases in the Downtown Core as part of Livermore Village Remediation, Project 2021-18.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a professional services agreement with Pangea Environmental Services, Inc., in an amount not-to-exceed \$1,165,000, to provide environmental support services to close out three environmental cleanup cases in the Downtown Core as part of Livermore Village Remediation, Project 2021-18.

5.7 Resolution 2023-065 authorizing the City Manager to execute a lease agreement with the Livermore Flying Electrons Radio Control Club, Inc. that allows them to continue operating the Raymond Road Model Aircraft Facility.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute a lease agreement with the Livermore Flying Electrons Radio Control Club, Inc. that allows them to continue operating the Raymond Road Model Aircraft Facility.

5.8 Resolution 2023-066 authorizing execution of license agreements with First Street Alehouse, Plucked Chicken & Beer, La Botica, and Los Caporales that will allow the use of the trash enclosure facility being constructed by the City in the surface parking lot between Veterans Way and First Street.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager to execute license agreements with First Street Alehouse, Plucked Chicken & Beer, La Botica, and Los Caporales that will allow these restaurants to use the trash enclosure facility being constructed by the City in the surface parking lot between Veterans Way and First Street.

5.9 Resolution 2023-067 approving revisions to the existing policy for Leasing City of Livermore-Owned Properties for Wireless Telecommunication Facilities.

Recommendation: Planning Commission and staff recommended the City Council adopt a resolution approving revisions to the Policy for Leasing City of Livermore-Owned Properties for Wireless Telecommunication Facilities.

5.10 Resolution 2023-068 approving and appropriating the allocation of Community Development Block Grant, Home Investment Partnership Program, Social Opportunity Endowment, and In-Lieu Housing funds, in the total amount of \$1,187,863 and approving a one-time allocation of General Funds in the total amount of \$78,951 for Fiscal Year 2023-24.

Recommendation: Staff and the Human Services Commission recommended the City Council adopt a resolution:

1. Appropriating \$1,187,863 as listed below and authorizing the City Manager to negotiate and execute all related documents, grant agreements, and modifications.
 - a. Community Development Block Grant Funds (Fund 613) in the amount of \$804,865
 - b. HOME Investment Partnership Program Funds (Fund 671) in the amount of \$148,123
 - c. Social Opportunity Endowment Funds (Fund 620) in the amount of \$25,875
 - d. In-Lieu Housing Funds (Fund 611) in the amount of \$209,000
2. Approving a one-time allocation of General Funds to fund five applications in the amount of \$78,951. These applications were recommended by the Commission for funding but were unable to be awarded due to the insufficient availability of Social Opportunity Endowment funds.

5.11 Resolution 2023-069 authorizing a supplemental appropriation in the amount of \$2,755,000 to Fiscal Year 2023-24 and awarding and authorizing execution of an agreement with Pavement Coatings Co., in an amount not-to-exceed \$2,275,101, for construction of the 2021 Slurry Seal, Project No. 2021-04.

Recommendation: Staff recommended the City Council adopt a resolution for the 2021 Slurry Seal Project 2021- 04:

1. Authorizing a supplemental appropriation of Solid Waste & Recycling Impact Fees (Fund 344) in the amount of \$45,000 from FY 2022-23 to FY 2023-24 and \$520,000 to FY 2023-24;
2. Authorizing a supplemental appropriation of Gas Taxes (Fund 650) in the amount of \$1,645,000 from FY 2022-23 to FY 2023-24;

3. Authorizing a supplemental appropriation of \$300,000 in Gas Tax-SB1 (Fund 651) from FY 2022-23 to FY 2023-24;
4. Authorizing a supplemental appropriation of \$245,000 in Facilities Rehabilitation Program (Fund 740) to Fiscal Year 2023-24;
5. Awarding a construction contract to Pavement Coatings Co., in an amount not-to- exceed \$2,275,101, and authorizing the City Manager to sign the agreement;
6. Rejecting all other bids or proposals, and
7. Authorizing the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution including approving minor changes to the proposed agreement.

5.12 Resolution 2023-070 ratifying the acceptance and appropriation of the Alameda County Homeless Housing, Assistance and Prevention (HHAP) Program funds in the amount of \$423,010 to provide operating subsidies in new and existing affordable or supportive housing units.

Recommendation: Staff recommended the City Council adopt a Resolution ratifying the acceptance and appropriation of the Alameda County Homeless Housing, Assistance and Prevention (HHAP) Program grant funds and the City Manager to sign related agreements, as follows:

1. Ratify the City's acceptance and appropriation of the Alameda County HHAP funds in the total amount of \$423,010.
2. Authorize the City Manager, or her designee, to sign all documents related to the execution of the HHAP funding agreements in substantially the same form as the agreement attached to the resolution as Exhibit A, and related documents with the County of Alameda for the City of Livermore HHAP funds.
3. Authorize the City Manager, or her designee, to sign all documents related to the execution of grant agreements with agencies receiving allocations of funds from the City of Livermore HHAP funds, including the selection of and contracting with service providers in amounts exceeding \$100,000, consistent with the requirements of the agreement attached hereto as Exhibit A.

5.13 Resolution 2023-071 authorizing the City Manager to execute a Purchase Order with Stryker Medical for the purchase of eleven (11) replacement Lunde University Cardiopulmonary Assist System (LUCAS) chest compression devices for the Livermore-Pleasanton Fire Department Joint Powers Authority in an amount not-to-exceed \$182,000.

Recommendation: Staff recommended the City Council adopt a resolution authorizing the City Manager, on behalf of the Livermore Pleasanton Fire Department in her capacity as Joint Executive Director for Livermore-Pleasanton Fire Department Joint Powers Authority, to execute a purchase order with Stryker Medical for the purchase of eleven (11) replacement Lunde University Cardiopulmonary Assist System (LUCAS) chest compression devices for the Livermore- Pleasanton Fire Department Joint Powers Authority for Fiscal Year

2022-23 in an amount not- to-exceed \$182,000.

5.14 Resolution 2023-072 of continued local emergency.

Recommendation: Staff recommended the City Council adopt a resolution of continued local emergency in response to impacts from a series of severe storm events.

5.15 Resolution 2023-073 delegating authority to the City Manager to appoint the City's representative to the Tri-Valley Community Television Board of Directors.

Recommendation: Staff recommended the City Council adopt a resolution delegating authority to the City Manager to appoint the City's representative to the Tri-Valley Community Television Board of Directors.

6. PUBLIC HEARINGS

6.1 Hearing to consider a resolution approving the first substantial amendment to the City of Livermore's U.S. Department of Housing and Urban Development Fiscal Year 2022-23 Action Plan, authorizing the City Manager to negotiate and execute any related documents, and approving a supplemental appropriation in the amount of \$64,610 of Human Service Facility Fee funds to support Axis Community Health

Recommendation: Staff recommended the City Council adopt a resolution approving the first substantial amendment to the City of Livermore's U.S. Department of Housing and Urban Development (HUD) approved Fiscal Year (FY) 2022-23 Action Plan and authorize the City Manager, or her designee, to negotiate and execute any related documents, agreements and modifications with HUD and the sub grantees, Tri-Valley Haven and Axis Community Health. Staff is also requesting a supplemental appropriation in the amount of \$64,610 of Human Service Facility Fee funds (Fund 333) in FY 2022-23.

Management Analyst Amy Walker presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF VM KIICK, SECONDED BY CM CARLING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-074 approving the First Substantial Amendment to the City of Livermore's U.S. Department of Housing and Urban Development Fiscal Year

(FY) 2022-23 Action Plan; authorizing the City Manager to negotiate and execute all related documents; and approving a supplemental appropriation of \$64,610 from the Human Service Facility Fee Fund (Fund 333)

6.2 Hearing to consider the City of Livermore's Community Development Block Grant and HOME Investment Partnership Program's Annual Action Plan for FY 2023-24 and authorize submittal to the U.S. Department of Housing and Urban Development.

Recommendation: The Human Services Commission and staff recommended the City Council adopt a resolution approving the FY 2023-24 Annual Action Plan for the HOME Investment Partnership (HOME) and Community Development Block Grant (CDBG) Programs, authorizing its submittal to Alameda County for inclusion with the Alameda County HOME Consortium report, and submission to the U.S. Department of Housing and Urban Development (HUD); authorizing the City Manager, or her designee, to negotiate and execute any related documents, agreements, and modifications related to the to the Action Plan with HUD and authorizing the City Manager, or her designee, to enter into a Memorandum of Understanding (MOU) with City of the Pleasanton to perform a joint Environmental Review for Tri-Valley Haven's Emergency Shelter Rebuild Project.

Management Analyst Amy Walker presented the staff report.

Mayor Marchand opened the public hearing.

There were no speakers and the hearing was closed.

ON THE MOTION OF CM CARLING, SECONDED BY CM BRANNING AND CARRIED ON A 5-0 VOTE, THE CITY COUNCIL DIRECTED STAFF TO PROVIDE A MEMORANDUM REGARDING HOW TO MORE EFFECTIVELY SPEND FUNDS AS THEY COME IN AND ADOPTED THE FOLLOWING RESOLUTION:

Resolution 2023-075 approving the FY 2023-24 Annual Action Plan and authorizing submittal to the U.S. Department of Housing and Urban Development.

7. MATTERS FOR CONSIDERATION - NONE

8. COUNCIL COMMITTEE REPORTS AND MATTERS INITIATED BY CITY MANAGER, CITY ATTORNEY, STAFF AND COUNCIL MEMBERS

THE MAYOR AND CITY COUNCIL MEMBERS PROVIDED A SUMMARY OF RECENTLY ATTENDED EVENTS AND MEETINGS IN ADDITION TO THE INFORMATION PROVIDED IN THE SUPPLEMENTAL PACKET. COUNCIL MEMBERS WHO DID NOT PROVIDE A SUMMARY IN THE SUPPLEMENTAL PACKET ARE INCLUDED BELOW.

Human Services Grant Process Evaluation the City Council directed staff to review the grant process in other Tri-Valley Cities, conduct a survey regarding how grants are graded, and bring back a recommendation regarding process improvement.

Native Plant Policy the City Council directed staff to provide information regarding whether the City has a Native Plant Policy in place.

East Avenue Grand Opening Vice Mayor Kiick noted her attendance at the event on April 14, 2023.

Livermore Pleasanton Fire JPA Vice Mayor Kiick noted her attendance at the board meeting on April 18, 2023.

Compost Day Vice Mayor Kiick noted her participation in the event on April 22, 2023.

Tri-Valley Regional Rail Authority Vice Mayor Kiick noted her attendance at the Valley Link meeting on April 12, 2023. She also noted that due to scheduling conflicts she will be removed from the board in the future.

9. ADJOURNMENT – at 8:34 pm to a Regular City Council meeting on Monday, May 8, 2023 at 7:00 pm, Civic Center Meeting Hall, City Council Chambers, 1016 S. Livermore Avenue and virtually using Zoom.

APPROVED:

JOHN P. MARCHAND, MAYOR

ATTEST:

MARIE WEBER, CITY CLERK



CITY COUNCIL STAFF REPORT

ITEM NO. 5.2

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Marianna Marysheva, City Manager

SUBJECT: Waive the first reading and **Introduce an Ordinance** considering modifications to Livermore Municipal Code Section 2.40.030 Eligibility, clarifying the ability of members to serve on one standing or ad hoc advisory body at any time.

RECOMMENDED ACTION

Staff recommends the City Council adopt an ordinance approving modifications to Livermore Municipal Code Section 2.40.030 Eligibility, clarifying the ability of members to serve on one standing or ad hoc advisory body at any time.

SUMMARY

Currently, Title 2, Chapter 2.40.030 addresses the ability of advisory body members to serve on only one advisory body at any time. The Municipal Code section does not specifically address ad hoc committees. Staff recommends adding clarifying language to extend this restriction to include both standing and ad hoc advisory bodies of the City Council. In addition, staff recommends clarifying that a member's resignation from an existing advisory body occurs immediately upon taking the oath of office for a new advisory body position.

DISCUSSION

During a recent recruitment staff identified the need for additional clarifying language regarding Title 2, Chapter 2.40.030 of the Livermore Municipal Code related to *Eligibility* of advisory body members.

Currently, Title 2, Chapter 2.40.030 addresses the ability of advisory body members to serve on only one advisory body at any time. The Municipal Code section does not specifically address ad hoc committees. Staff recommends adding clarifying language to extend this restriction to include both standing and ad hoc advisory bodies of the City Council. This helps ensure a broad and diverse range of residents have the opportunity to participate in City Council Advisory boards, commissions, and committees.

In addition, staff also recommends clarifying that resignation from an existing advisory body occurs immediately upon City Council appointment to a new advisory body position. These changes will ensure

the efficient transition of participants from one advisory body to another.

FISCAL AND ADMINISTRATIVE IMPACTS

There is no fiscal or administrative impact associated with this item.

COMMUNITY PILLAR

5: A City That Works.

GOAL

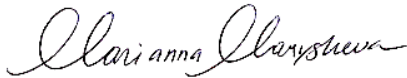
2: Advisory Body Engagement.

ATTACHMENTS

1. Redline Changes to Municipal Code
2. Ordinance

Prepared by: Marie Weber
Deputy City Manager/City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Chapter 2.40 ADVISORY BODIES

Sections:

- [2.40.010](#) Purpose.
- [2.40.020](#) City of Livermore advisory bodies.
- [2.40.030](#) Eligibility.
- [2.40.040](#) Term of office.
- [2.40.050](#) Appointments.
- [2.40.060](#) Vacancies and reappointments.
- [2.40.070](#) Attendance.
- [2.40.080](#) Meeting times and locations.
- [2.40.090](#) Officers.
- [2.40.100](#) Rules of procedure.
- [2.40.110](#) Support staff.
- [2.40.120](#) Compensation.
- [2.40.130](#) Statement of economic interest.

2.40.010 Purpose.

Boards, committees and commissions (hereinafter referred to as “advisory bodies”) play an important role in city government by obtaining community input, developing recommendations and providing information to the City Council consistent with the goals and policies of the City Council. (Ord. 2065 § 1(A), 2018; Ord. 1918 § 1, 2010; Ord. 1786 § 2, 2006)

2.40.020 City of Livermore advisory bodies.

The City Council of the City of Livermore finds that the following advisory bodies are established and shall have the following duties and responsibilities:

- A. Airport Commission;
- B. Beautification Committee;
- C. Commission for the Arts;

D. *Repealed by Ord. 1860*;

E. *Repealed by Ord. 1976*;

F. *Repealed by Ord. 1918*;

G. Historic Preservation Commission;

H. Human Services Commission;

I. Library Board of Trustees;

J. Livermore Housing Authority;

K. Livermore Area Youth Advisory Commission;

L. Planning Commission;

M. *Repealed by Ord. 1806*. (Ord. 2065 §§ 1(A), (D), 2018; Ord. 1918 § 1, 2010; Ord. 1916 § 1(2), 2010; Ord. 1860 § 1, 2009; Ord. 1806 § 1, 2007; Ord. 1786 § 2, 2006)

2.40.030 Eligibility

All advisory body members must be residents of the City of Livermore unless otherwise noted. An advisory body member shall only serve on a single advisory body or ad hoc advisory body at any given time. If an existing advisory body member is appointed to a new advisory body, they immediately resign from the existing position upon a new appointment by the City Council. The City Council or state or federal law may establish additional requirements. (Ord. 2065 § 1(A), 2018; Ord. 1971 § 1(C), 2012; Ord. 1786 § 2, 2006)

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 2.40.030 *ELIGIBILITY* IN CHAPTER 2.40
ADVISORY BODIES IN TITLE 2 *ADMINISTRATION AND PERSONNEL* IN THE
LIVERMORE MUNICIPAL CODE TO CLARIFY THE ABILITY OF ADVISORY
BODY MEMBERS TO SERVE ON ONE STANDING OR AD HOC
ADVISORY BODY AT ANY ONE TIME

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE
DOES ORDAIN AS FOLLOWS:

Section 1. *Amendment.* Section 2.40.030 *Eligibility* of the Livermore Municipal Code is amended and restated as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

2.40.030 Eligibility

All advisory body members must be residents of the City of Livermore unless otherwise noted. An advisory body member shall only serve on a single advisory body or ad hoc advisory body at any given time. If an existing advisory body member is appointed to a new advisory body, they immediately resign from the existing position upon a new appointment by the City Council. The City Council or state or federal law may establish additional requirements.

Section 2. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 3. *Severability.* If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 5. *Effective date.* This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on May 8, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

The ordinance was adopted at the regular meeting of the City Council held on May 22, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Marie Weber, City Clerk

/s/ Jason Alcala

Jason Alcala, City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 5.3

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution authorizing the execution of an agreement with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed \$200,000.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the execution of an agreement with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed \$200,000.

SUMMARY

The Water Reclamation Plant (WRP) uses ferric chloride in the solids handling process to minimize the creation of corrosive hydrogen sulfide. Through a cooperative bidding process, Kemira Water Solutions Inc. was determined to be the lowest bidder at \$1,415, per dry ton for FY 2023-24.

DISCUSSION

Staff at the Water Reclamation Plant (WRP) adds ferric chloride in the primary clarifiers to minimize the amount of hydrogen sulfide produced in the anaerobic digesters. This helps minimize corrosion in the solids handling building, as well as improve air quality for staff while operating the belt press.

Earlier this year, the City participated in the annual Bay Area Chemical Consortium's (BACC) competitive bidding process for the supply of ferric chloride. This bidding process met the requirements of Livermore Municipal Code 2.68.390 section C for cooperative purchasing arrangements. The BACC is made up of numerous water and wastewater agencies in the Bay Area region that use similar chemicals. By utilizing the aggregate volume of these agencies, the BACC seeks to achieve the lowest market price for its members.

In February 2023, the BACC issued Bid No. 06-2023 for competitive bidding for the supply of ferric chloride. Kemira Water Solutions, Inc., was selected as the lowest responsible bidder at \$1,415 per dry ton.

FISCAL AND ADMINISTRATIVE IMPACTS

The \$200,000 not-to-exceed amount for the supply of ferric chloride is included in the FY 2023-24 proposed operating budget in the Wastewater Enterprise Fund (Fund 230). Staff does not anticipate any administrative impacts due to the approval of this agreement.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

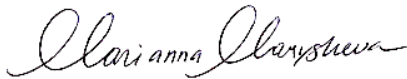
11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect and treat wastewater, and comply with all federal, state, and local regulations.

ATTACHMENTS

1. [Bay Area Chemical Consortium Award Letter](#)
2. [Resolution](#)
3. [Exhibit A - Kemira Water Solutions, Inc. Agreement for Services](#)

Prepared by: Laura Mayate-DeAndreis
Management Analyst II

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director



March 16, 2023

Hasa Inc.
Attn: Christopher Cornish
23119 Drayton St.
Saugus, CA 91530

RE: Regional Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 13-2023 for Supply and Delivery of SODIUM HYPOCHLORITE 12.5% in the Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay and Tri Valley regions, and in 275-gal totes in the North Bay region and SODIUM HYPOCHLORITE 12.5% In Drums to the North Bay region.

Dear Mr. Cornish,

We are pleased to advise you that the bid submitted by Hasa Inc. for Bid No. 13-2023 was determined to be the lowest responsive bid for the supply and delivery of SODIUM HYPOCHLORITE 12.5% in the Central Valley, East Bay, Marin Sonoma Napa, North Bay, Peninsula, South Bay and Tri Valley regions, and in 275-gal totes in the North Bay region and SODIUM HYPOCHLORITE 12.5% In Drums to the North Bay region during the period July 1, 2023 through June 30, 2024.

The participating BACC Agencies from the above regions should be contacting you shortly to discuss entering into contracts with Hasa Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", with a long horizontal flourish extending to the right.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
 Bid Results for Project 13-2023 SODIUM HYPOCHLORITE 12.5%
 Bid Due on February 23, 2023 4:00 PM (PDT)
REGIONAL BID AWARD

Section	SODIUM HYPOCHLORITE 12.5%									SODIUM HYPOCHLORITE 12.5% in 275-gal totes (Optional bid item)	Sodium Hypochlorite 12.5% in Drums (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	North Bay	Sacramento	
	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	
Description	Unit of Measure											
Olin Corporation		\$3.09	\$2.89	\$2.99	\$2.99	\$3.05	\$2.89	\$3.09	\$2.99	no bid	\$1.50	
Hasa, Inc.		\$2.97	\$2.85	\$2.88	\$2.81	\$2.91	\$2.94	\$2.88	\$2.69	\$4.00	\$3.50	

Section	SODIUM HYPOCHLORITE 12.5%										SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)	Sodium Hypochlorite 12.5% in Drums (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
	Central Valley	East Bay	Marin Sonoma	Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	North Bay	North Bay	Sacramento	
Description	1,401,000	1,963,000		1,084,200	2,173,200	940,000	1,304,400	1,370,000	975,500	2,200	3,960		
Estimated annual quantity (in gals)													
Olin Corporation	\$4,329,090.00	\$5,673,070.00		\$3,241,758.00	\$6,497,868.00	\$2,857,000.00	\$3,769,716.00	\$4,233,300.00	\$2,916,745.00	no bid	no bid	\$147,500.00	
Hasa, Inc.	\$4,156,626.90	\$5,598,868.60		\$3,126,832.80	\$6,096,260.64	\$2,736,904.00	\$3,830,501.04	\$3,951,354.00	\$2,626,436.20	\$8,800.00	\$15,840.00	\$332,500.00	

ATTACHMENT 1

Bay Area Clean Water Agencies
 Bid Results for Project 13-2023 Sodium Hypochlorite 12.5%
 Issued on 01/26/2023
 Bid Due on February 23, 2023 4:00 PM (PST)
 Exported on 02/24/2023

Unit Price

Item Num Section

Description	Reference	Unit of Measure	Quantity	JCI Jones Chemicals Inc.	Olin Corporation	Univar Solutions USA Inc.	Hasa, Inc.
1 Sodium Hypochlorite 12.5%	Central Valley	gal	1	\$0.00	\$3.09	\$3.50	\$2.97
2 Sodium Hypochlorite 12.5%	East Bay	gal	1	\$0.00	\$2.89	\$3.23	\$2.85
3 Sodium Hypochlorite 12.5%	Marin Sonoma Napa	gal	1	\$0.00	\$2.99	\$3.25	\$2.88
4 Sodium Hypochlorite 12.5%	North Bay	gal	1	\$0.00	\$2.99	\$3.21	\$2.81
5 Sodium Hypochlorite 12.5%	Peninsula	gal	1	\$0.00	\$3.05	\$3.28	\$2.91
6 Sodium Hypochlorite 12.5%	Sacramento	gal	1	\$0.00	\$2.89	\$3.31	\$2.94
7 Sodium Hypochlorite 12.5%	South Bay	gal	1	\$0.00	\$3.09	\$3.25	\$2.88
8 Sodium Hypochlorite 12.5%	Tri Valley	gal	1	\$0.00	\$2.99	\$3.27	\$2.69
9 Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL BID ITEM)	North Bay	gal	1	\$0.00 no bid	no bid		\$4.00
10 Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	North Bay	gal	1	\$0.00 no bid	no bid		\$4.00
11 Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)	Sacramento	gal	1	\$0.00	\$1.50 no bid		\$3.50

Bay Area Clean Water Agencies
Bid Results for Project 13-2023 SODIUM HYPOCHLORITE 12.5%
Bid Due on February 23, 2023 4:00 PM (PDT)
REGIONAL BID AWARD

Section	SODIUM HYPOCHLORITE 12.5%									SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)	Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley		North Bay	North Bay	Sacramento
Description	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal	gal
JCI Jones Chemicals Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Olin Corporation	\$3.09	\$2.89	\$2.99	\$2.99	\$3.05	\$2.89	\$3.09	\$2.99	no bid		no bid	\$1.50
Univar Solutions USA Inc.	\$3.50	\$3.23	\$3.25	\$3.21	\$3.28	\$3.31	\$3.25	\$3.27	no bid		no bid	no bid
Hasa, Inc.	\$2.97	\$2.85	\$2.88	\$2.81	\$2.91	\$2.94	\$2.88	\$2.69	\$4.00		\$4.00	\$3.50

Lowest responsive bid for each region

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder for each listed region meeting the specifications for bulk loads for the chemical. The lowest responsive bidder for this chemical will be determined for each region listed on the Bid Form. The bidder that meets the specifications and submits the lowest overall bid price for a particular region may be awarded the bid by the participating agencies in that region, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. The lowest overall bid price for each region will be determined by multiplying the estimated annual quantity for each participating agency within the particular region by the bid prices for the region, and adding up the aggregate cost. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities in said bids.

Section	SODIUM HYPOCHLORITE 12.5%									SODIUM HYPOCHLORITE 12.5% In 275-gal totes (Optional bid item)	Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)	SODIUM HYPOCHLORITE 5.25% (Optional bid item)
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley		North Bay	North Bay	Sacramento
Description	Estimated annual quantity (in gals)	1,401,000	1,963,000	1,084,200	2,173,200	940,000	1,304,400	1,370,000	975,500	2,200	3,960	95,000
Olin Corporation	\$4,329,090.00	\$5,673,070.00	\$3,241,758.00	\$6,497,868.00	\$2,867,000.00	\$3,769,716.00	\$4,233,300.00	\$2,916,745.00	no bid		no bid	\$142,500.00
Univar Solutions USA Inc.	\$4,896,495.00	\$6,337,349.20	\$3,523,107.90	\$6,982,056.96	\$3,082,730.00	\$4,322,651.16	\$4,451,267.00	\$3,194,274.75	no bid		no bid	no bid
Hasa, Inc.	\$4,156,626.90	\$5,598,868.60	\$3,126,832.80	\$6,096,260.64	\$2,736,904.00	\$3,830,501.04	\$3,951,354.00	\$2,626,436.20	\$8,800.00		\$15,840.00	\$332,500.00

**BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 13-2023
FOR SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%**

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)

<https://bacwa.org/bacc/>

No later than 4:00 PM. PT
Thursday, February 23, 2023

Legal Name of Bidder:

Hasa, Inc.

Business Address

23119 Drayton St

Telephone Number: (661) 259-5848

Facsimile Number: _____

Email Address: Hasabids@hasapool.com

Authorized Representative (Please Print):

Christopher D. Cornish

Signature: _____

Date: 2/25/2023

I. All costs except California State sales tax for the purchase of SODIUM HYPOCHLORITE 12.5% must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders, purchase agreements and/or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

BAY AREA CHEMICAL CONSORTIUM

Worksheet

BID NO. 13-2023

SODIUM HYPOCHLORITE 12.5%

*Refer to paragraph 2.4 Bid Pricing for full details.**Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.**Bid prices shall be based on bulk deliveries of 2,000 gallons or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.*

	Unit of Measure	Bid Price per Unit of Measure
Sodium Hypochlorite 12.5%		
<u>Central Valley</u>	gal	\$
City of Lathrop (Veiola NA)		
City of Merced		
City of Modesto		
City of Stockton		
City of Turlock		
Oakwood Lake Water District		
<u>East Bay</u>	gal	\$
Alameda County Water District		
City of Hayward		
City of San Leandro		
Oro Loma Sanitary District		
Union Sanitary District		
<u>Marin Sonoma Napa</u>	gal	\$
Central Marin Sanitation Agency		
City of Mill Valley - Sewerage Agency of Southern Marin		
Las Gallinas Valley Sanitary District		
Marin Municipal Water District		
Napa Sanitation District		
North Marin Water District		
Sanitary District No. 5 of Marin County		
Sausalito Marin City Sanitary District		

BAY AREA CHEMICAL CONSORTIUM

Worksheet

BID NO. 13-2023

SODIUM HYPOCHLORITE 12.5%

*Refer to paragraph 2.4 Bid Pricing for full details.**Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.**Bid prices shall be based on bulk deliveries of 2,000 gallons or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.*

	Unit of Measure	Bid Price per Unit of Measure
<u>North Bay</u>	gal	\$
Central Contra Costa Sanitary District		
City of Antioch		
City of Brentwood		
City of Martinez		
City of Pinole (Pinole/Hercules WPCP)		
Contra Costa Water District		
Delta Diablo Sanitation District		
Diablo Water District		
Ironhouse Sanitary District		
Pleasant Hill Recreation & Park District		
Rodeo Sanitary District		
Town of Discovery Bay CSD		
West County Wastewater District		
<u>Peninsula</u>	gal	\$
City of South San Francisco		
City of Burlingame		
City of Daly City/North San Mateo County Sanitation District		
City of Millbrae		
City of San Mateo		
Sewer Authority Mid-Coastside		
<u>Sacramento</u>	gal	\$
Carmichael Water District		
City of Folsom		
City of Roseville		
City of Sacramento		
City of Yuba City		
El Dorado Irrigation District		
Nevada Irrigation District		
Sacramento County Water Agency		

BAY AREA CHEMICAL CONSORTIUM

Worksheet

BID NO. 13-2023

SODIUM HYPOCHLORITE 12.5%

Refer to paragraph 2.4 Bid Pricing for full details.

Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.

Bid prices shall be based on bulk deliveries of 2,000 gallons or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.

	Unit of Measure	Bid Price per Unit of Measure
<u>South Bay</u>	gal	\$
City of Morgan Hill		
City of Santa Clara		
City of Sunnyvale		
City of Watsonville		
San Jose - Santa Clara Regional Wastewater Facility		
<u>Tri Valley</u>	gal	\$
City of Livermore		
Dublin San Ramon Services District		
Zone 7 Water Agency		
Sodium Hypochlorite 12.5% In 275-gal totes (OPTIONAL BID ITEM)		
<u>North Bay</u>	gal	\$
Contra Costa Water District		
Sodium Hypochlorite 12.5% In Drums (OPTIONAL BID ITEM)		
<u>North Bay</u>	gal	\$
Diablo Water District		
	Unit of Measure	Bid Price per Unit of Measure
Sodium Hypochlorite 5.25% (OPTIONAL BID ITEM)		
<u>Sacramento</u>	gal	\$
Nevada Irrigation District		



State of California Secretary of State

S

Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G777881

FILEDIn the office of the Secretary of State
of the State of California

JUL-08 2019

This Space for Filing Use Only

1. CORPORATE NAME

HASA, INC.

2. CALIFORNIA CORPORATE NUMBER

C0475314

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)**3. If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 17.**Complete Addresses for the Following** (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
23119 DRAYTON STREET, SAUGUS, CA 91350			

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
23119 DRAYTON STREET, SAUGUS, CA 91350			

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	CITY	STATE	ZIP CODE
KEN WARD 23119 DRAYTON STREET, SAUGUS, CA 91350			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
CHRISTOPHER BRINK	23119 DRAYTON STREET, SAUGUS, CA 91350			

8. SECRETARY	ADDRESS	CITY	STATE	ZIP CODE
KEN WARD	23119 DRAYTON STREET, SAUGUS, CA 91350			

9. CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE	ZIP CODE
KEN WARD	23119 DRAYTON STREET, SAUGUS, CA 91350			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME	ADDRESS	CITY	STATE	ZIP CODE
JORDAN CAMPBELL	13413 GALLERIA CIRCLE, SUITE Q-300, AUSTIN, TX 78738			

11. NAME	ADDRESS	CITY	STATE	ZIP CODE
STEVE MARTINEZ	13413 GALLERIA CIRCLE, SUITE Q-300, AUSTIN, TX 78738			

12. NAME	ADDRESS	CITY	STATE	ZIP CODE
JARED MASON	13413 GALLERIA CIRCLE, SUITE Q-300, AUSTIN, TX 78738			

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

KEN WARD

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
23119 DRAYTON STREET, SAUGUS, CA 91350			

Type of Business16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
MANUFACTURING

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

07/08/2019

CARYN BEATTY

SENIOR ACCOUNTANT

DATE

TYPE/PRINT NAME OF PERSON COMPLETING FORM

TITLE

SIGNATURE

SI-200 (REV 01/2013)

Page 1 of 1

APPROVED BY SECRETARY OF STATE



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Thursday, July 21, 2022** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsChemicals/Listings.asp?Company=oA68o&Standard=o6o&>

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Hasa Inc.

23119 Drayton Street

Saugus, CA 91350

United States

925-432-3866

Visit this company's website (<http://www.hasapool.com>)

Facility : Eloy, AZ

Sodium Hypochlorite[HY]

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Multi-Chlor	Disinfection & Oxidation	84mg/L
Multi-chlor 15.5%	Disinfection & Oxidation	68mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Pittsburg, CA**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
12.5% Sodium Hypochlorite Solution	Disinfection & Oxidation	84mg/L
FRESHCHLOR	Disinfection & Oxidation	84 mg/L
HASACHLOR	Disinfection & Oxidation	84 mg/L
Hasa 15.5% Sodium Hypochlorite Solution	Disinfection & Oxidation	68mg/L
Hasa Bleach 5.25%	Disinfection & Oxidation	200mg/L
Hasa Sani-clor	Disinfection & Oxidation	84mg/L
MULTI-CHLOR	Disinfection & Oxidation	84 mg/L
Multi-chlor 15.5%	Disinfection & Oxidation	68 mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Pomona, CA**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
Classic Bleach	Bactericide	175mg/L
	Disinfection & Oxidation	
HASA BLEACH 5.25%	Bactericide	200mg/L
	Disinfection & Oxidation	
Multi-Chlor	Bactericide	84mg/L
	Disinfection & Oxidation	

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Saugus, CA**Sodium Hypochlorite[HY]**

Trade Designation	Product Function	Max Use
12.5% Sodium Hypochlorite Solution	Disinfection & Oxidation	84mg/L
FRESHCHLOR	Disinfection & Oxidation	84mg/L
HASACHLOR	Disinfection & Oxidation	84mg/L
Hasa 15.5% Sodium Hypochlorite Solution	Disinfection & Oxidation	68mg/L
Hasa Bleach 5.25%	Disinfection & Oxidation	200mg/L
MULTI-CHLOR	Disinfection & Oxidation	84mg/L
Multi-chlor 15.5%	Disinfection & Oxidation	68mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Spring Valley, CA**Sodium Hypochlorite[HY]**

Trade Designation	Product Function	Max Use
Multi-chlor	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

Facility : Bryan, TX**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
HASACHLOR	Disinfection & Oxidation	84mg/L
MULTI-CHLOR	Disinfection & Oxidation	84mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility : Longview, WA**Sodium Hypochlorite[HY]**

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
12.5% Sodium Hypochlorite Solution	Disinfection & Oxidation	84mg/L
FRESHCHLOR	Disinfection & Oxidation	84mg/L
HASACHLOR	Disinfection & Oxidation	84mg/L
Hasa 15.5% Sodium Hypochlorite Solution	Disinfection & Oxidation	68mg/L
Hasa Bleach 5.25%	Disinfection & Oxidation	200mg/L
MULTI-CHLOR	Disinfection & Oxidation	84mg/L
Multi-chlor 15.5%	Disinfection & Oxidation	68mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

ATTACHMENT 1

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 30

Processing time was 0 seconds



12.5% Sodium Hypochlorite Solutions

Corporate Headquarters:

Hasa Inc.
23119 Drayton Street
Saugus, California 91350
Telephone • 661.259.5848
Fax • 661.259.1538

PRODUCT SPECIFICATION	
Common Chemical Name	Bleach, Bleach Solution, Sodium Hypochlorite, Liquid Chlorinator
Hasa Brand Names	Multi-Chlor, Sani-Chlor, Hasachlor, 12.5% NaOCl, Hasa Bleach
Empirical Chemical Formula	NaOCl
CAS Registry Number:	7681-52-9
Chemical Family	Inorganic Halogen Compound

Chemical Composition (percent by weight):	Minimum	Maximum
Sodium Hypochlorite	12.50	15.60
Sodium Chloride	10.00	12.50
Sodium Hydroxide	0.1	2.0
Sodium Carbonate	0.00	0.5
Inorganic Salts of Iron	0.00	0.5 mg/L (0.5 PPM)
Inorganic Salts of Copper	0.00	0.05 mg/L (0.05 PPM)
Inorganic Salts of Nickel	0.00	0.05 mg/L (0.05 PPM)

PHYSICAL AND CHEMICAL PROPERTIES			
Vapor Pressure:	12.1 mm Hg at 20°C (68°F)	Flash Point:	Not Applicable
Weight per Gallon	10.0 ± 0.1 pounds	pH:	12.0 ± 0.5 (typical)
Density (liquid)	1.20 @ 20°C(68°F)	Odor:	Slight bleach
Density (solid)	Not Applicable	Boiling Point:	Decomposes
Melting Point	Not Applicable	Freezing Point:	-19.4°C (-3°F)
Physical State:	Liquid Solution	Color:	Straw Yellow
Solubility in Water:	Complete	Stability:	Stable

Certified to ANSI/NSF 60, *Drinking Water Treatment Additives Standard*

Maximum use level (MUL) - 84mg/L

UL No. MH25204 (Eloy, AZ) NSF Certificate Nos. OA681-01 (Pittsburg, CA), OA682-01 (Saugus, California), OA683-01 (Longview, WA)

(Rev. E - 11/19/13)

SECTION 2: HAZARD(S) IDENTIFICATION

HEALTH HAZARD ENVIRONMENTAL HAZARD PHYSICAL HAZARD SYMBOLS	Skin corrosion / irritation:	Category 1	
	Serious Eye damage / Eye Irritation	Category 1	
	Specific target organ toxicity, single exposure	Category 3 (respiratory tract irritation)	
	Hazardous to the aquatic environment, acute hazard	Category 1	
	Corrosive to metals.	Category 1	
SIGNAL WORD HAZARD STATEMENT PRECAUTIONARY STATEMENT			
	DANGER		
	May be corrosive to metals. Causes severe skin burns and eye damage. May cause respiratory irritation. Very toxic to aquatic life.		
	Prevention		
	Wear protective gloves/protective clothing/eye protection/face protection. Do not breathe mist or vapor. Use only outdoors or in a well-ventilated area. Wash thoroughly after handling. Keep only in original container. Avoid release to the environment.		
	Response		
	If swallowed: Rinse mouth. Do NOT induce vomiting.		
	If inhaled: Remove person to fresh air and keep comfortable for breathing.		
	If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a poison center/doctor. Wash contaminated clothing before reuse.		
	Absorb spillage to prevent material damage. Collect spillage.		
	Storage and Disposal		
	Store in a well-ventilated place. Keep container tightly closed. Store locked up. Store in corrosive resistant container. Dispose of container/contents in accordance with local, regional, national, international regulations as specified.		

SECTION 3: COMPOSITION INFORMATION ON INGREDIENTS

	Ingredient	Synonyms	CAS No.	Weight %
3.1	Sodium Hypochlorite	Bleach	7681-52-9	12.5%
3.2	Sodium Hydroxide	Caustic Soda	1310-73-2	0.2%

SECTION 6: ACCIDENTAL RELEASE MEASURES

- | | | |
|-----|---|---|
| 6.1 | Small Spill: | Wipe up with absorbent material (e.g. cloth, fleece). Clean surface thoroughly to remove residual contamination. |
| 6.2 | Large Spill: | Stop the flow of material, if this is without risk. Dike the spilled material, where this is possible. Absorb in vermiculite, dry sand or earth and place into containers. Following product recovery, flush area with water. Never return spills in original containers for re-use. For waste disposal, see Section 13 of the SDS. |
| 6.3 | Personal Precautions, Protective Equipment & Emergency Procedures: | Keep unnecessary personnel away. Wear appropriate personal protective equipment. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Absorb spillage to prevent material damage. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see Section 8 of the SDS. |
| 6.4 | Environmental Precautions: | Do not discharge into drains, water courses or onto the ground. Environmental manager must be informed of all major releases. |

SECTION 7: HANDLING AND STORAGE

- | | | |
|-----|--------------------------|---|
| 7.1 | Handling: | <ul style="list-style-type: none"> • Avoid contact with skin or eyes. • Do not ingest. • Avoid inhalation of vapor or mist. • Wear protective equipment if necessary. • Mix only with water in accordance with label directions. • Mixing this product with ammonia, acids, detergents, etc or with organic materials, e.g. feces, urine, etc. will release chlorine gas, which is irritating to eyes, lungs, and mucous membranes. |
| 7.2 | Hygiene Measures: | <ul style="list-style-type: none"> • Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco, or using the toilet. • While handling this product, avoid eating, drinking or smoking. |
| 7.3 | Storage: | <ul style="list-style-type: none"> • Do not freeze. • Store in a cool, shaded outdoor area. • Inside storage should be in a cool, dry, well-ventilated area. • To maintain hypochlorite strength, do not store in direct or heated indoor areas. • Keep in original vented container. • Keep container closed when not in use. • Do not store adjacent to chemicals that may react if spillage occurs. • If closed containers become heated, vent to release decomposition products (mainly oxygen under normal decomposition). |

SECTION 9: PHYSICAL AND CHEMICAL PROPERTIES

9.1	Appearance:	Greenish yellow liquid.
9.2	Odor:	Pungent.
9.3	Odor Threshold:	0.9 mg/m ³ .
9.4	pH:	11.2 – 11.4 (1% solution)
9.5	Melting Point:	Not pertinent.
9.6	Freezing point:	-23.3°C (-10°F)
9.7	Boiling Point & Boiling Range:	Decomposes @ 110°C (230°F)
9.8	Flash Point:	No information available.
9.9	Evaporation Rate:	No information available.
9.10	Flammability (solid, gas):	Not flammable.
9.11	Upper / Lower Flammability or Explosive Limits:	No information available.
9.12	Vapor Pressure:	12.1 mm Hg @ 20°C (68°F)
9.13	Vapor Density:	2.61 (air=1)
9.14	Relative Density (Specific Gravity):	1.2 g/mL or 10 lb/gallon @ 20°C (68°F)
9.15	Solubility in Water:	Mixes infinitely with water.
9.16	Partition Coefficient: (n-octanol / water):	No information available.
9.17	Auto-ignition Temperature:	No information available.
9.18	Decomposition Temperature:	Decomposes @ 110°C (230°F)
9.19	Molecular Weight:	74.5 g/mole
9.20	Viscosity:	1.75 - 2.50 centipoises (varies with temperature)

SECTION 10: STABILITY AND REACTIVITY

10.1	Stability:	Stable under normal conditions of storage, handling, and use.
10.2	Instability / Decomposition Temperature:	All bleach decomposition is dependant on temperature. For any given temperature, the higher the strength, the faster it decomposes. In summary, for every 10°C increase in storage temperature, the sodium hypochlorite will decompose at an increased rate factor of approximately 3.5.
10.3	Conditions of Instability:	High heat, ultraviolet light.
10.4	Incompatibility with Various Substances:	Oxidizing agents, acids, nitrogen containing organics, metals, iron, copper, nickel, cobalt, organic materials, and ammonia.
10.5	Corrosivity:	Corrosive to metals.
10.6	Special Remarks on Reactivity:	Rate of decomposition increases with heat. May develop chlorine if mixed with acidic solutions.
10.7	Special Remarks on Corrosivity:	None.
10.8	Hazardous Polymerization:	Will not occur.

SECTION 13: DISPOSAL CONSIDERATIONS

Do not contaminate food or feed by storage, disposal, or cleaning of equipment. Product or rinsates that cannot be used should be diluted with water before disposal in a sanitary sewer. This product can be neutralized with sodium bisulfite, sodium thiosulfate, sodium sulfite. Do not confuse these products with sulfates or bisulfates. Do not discharge effluent containing this product into lakes, streams, ponds, estuaries, oceans, or other waters unless in accordance with the requirements of a National Pollutant Discharge Elimination system (NPDES) permit and the permitting authority has been notified in writing prior to discharge. Do not contaminate water containing this product to sewer systems without previously notifying the local sewage treatment plant authority. For guidance, contact your State Water Board or Regional Office of the EPA. Dispose of in accordance with all applicable local, County, State, and Federal regulations.

SECTION 14: TRANSPORT INFORMATION

		Inside containers (< 1.3 gallons)	Container (>1.3 gallons)
14.1	UN Number	Limited Quantity	UN 1791
14.2	UN Proper Shipping Name	--	Hypochlorite Solutions (Sodium Hypochlorite)
14.3	Transport Hazard Class	--	8
14.4	Packing Group	--	PG III
14.5	Environmental Hazard (e.g. Marine Pollutant)	Yes	Yes
14.6	Reportable Quantity (RQ):	100 lb (45.4 kg) or 80 gallons (based on 12.5% active ingredient)	100 lb (45.4 kg) or 80 gallons (based on 12.5% active ingredient)
14.7	Materials of Trade (MOT) Exceptions. Certain hazardous materials transported in small quantities as part of a business are subject to less regulation, because of the limited hazard they pose. These materials are known as Materials of Trade. The regulations that apply to MOTs are found in 49 CFR § 173.6. <i>This information is not intended to convey all specific regulatory or operational requirements / information relating to this product. It is the responsibility of the transporting organization to follow all applicable laws, regulations and rules relating to the transportation of the material.</i>		

HASA 12.5% SODIUM HYPOCHLORITE SOLUTION
Safety Data Sheet (SDS No. 106)

SECTION 16: OTHER INFORMATION
16.1 HMIS III (Hazardous Materials Identification System):

16.1.1	HEALTH	2
16.1.2	FLAMMABILITY	0
16.1.3	PHYSICAL HAZARD	1
16.1.4	PERSONAL PROTECTION	See Section 8.

16.2 NFPA 704 (National Fire Protection Association):

16.2.1	HEALTH	2
16.2.2	FLAMMABILITY	0
16.2.3	INSTABILITY	0
16.2.4	SPECIAL	None


16.3 International Fire Code / International Building Code: Irritant.

16.4 ANSI (American National Standards Institute):

16.4.1	Hazardous Industrial Chemicals - SDS-Preparation:	Complies with ANSI Z400.1 – 2004.
16.4.2	Hazardous Industrial Chemicals - Precautionary Labeling:	Complies with ANSI Z129.1 – 2006.

Note: The information contained herein, while not guaranteed, was prepared by competent technical personnel and is true and accurate to the best of our knowledge and belief. **NO WARRANTY OR GUARANTEE**, express or implied, is made regarding the product performance, product stability, or as to any other condition of use, handling, transportation, and storage. Customer use, handling, transportation, and storage may involve additional safety and/or performance considerations. Our technical personnel will be happy to respond to questions regarding safe handling, storage, transportation, and use procedures. The safe handling, storage, transportation, and use procedures remain the sole responsibility of the customer. No suggestions for handling, storage, transportation, or use are intended as or to be construed as recommendations which may infringe on any existing patents or violate any Federal, State, and/or local law and/or regulation, ordinance, standard, etc. This Safety Data Sheet has been prepared by HASA, Inc. staff from test reports and other information available in the public domain.

**BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 13-2023
SUPPLY AND DELIVERY OF SODIUM HYPOCHLORITE 12.5%**

I hereby agree to furnish SODIUM HYPOCHLORITE 12.5% identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Hasa, Inc.
 Address: 23119 Drayton St.
 City, State, ZIP: Sausalito CA, 94965
 Phone: (415) 259-5848 / (415) 619-8098
 Email: CCORNISH@HASAPOOL.COM
 Authorized Representative: Christopher D. Cornish
 Signature: [Signature]
 Date: 2/23/2023

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER 1 THROUGH 1.

SPECIFIC DEVIATIONS:



This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

Substitution of 330g totes for Optional bid item Contra Costa
Water district (North Bay)

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder: Hasa Inc.
2. Bidder's Street Address: 23114 Drayton St. San Jose CA, 95135
3. Mailing Address: 23114 Drayton St. San Jose CA, 95135
4. Business Telephone: (650) 259-5848 Fax Number: (650) 259-1538
5. Type of Supplier:
☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC
 If Corporation, indicate State where incorporated: California
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 01312070 Issuing City: Santa Clara, CA
7. Supplier Federal Tax Identification Number: 95-2302297
8. Emergency Contact: Name: Christopher D. Cornish
 Phone Number: (650) 619-8098
9. Order Contact: Name: Maria Guzman
 Address: 1751 Loweridge Rd.
 Phone Number: (925) 432-3846 Fax Number: N/A
 Email: Pittsburg Orders @hasapool.com
10. References:
- | Company/Agency Name | Contact Name | Phone Number |
|-------------------------------|-----------------------|-----------------------|
| 1) <u>San Jose Water</u> | <u>Thomas Johnson</u> | <u>(408) 918-7359</u> |
| 2) <u>San Francisco Water</u> | <u>Brahman Conci</u> | <u>(415) 716-6202</u> |
| 3) <u>Brenntag Pacific</u> | <u>Skylar Handy</u> | <u>(559) 470-4647</u> |
11. Chemical Manufacturer's name and address (if different from Bidder):

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

A RESOLUTION AUTHORIZING THE EXECUTION OF AN
AGREEMENT FOR SERVICES WITH KEMIRA WATER SOLUTIONS,
INC., FOR THE SUPPLY OF FERRIC CHLORIDE FOR USE AT THE
WATER RECLAMATION PLANT IN AN AMOUNT NOT-TO-EXCEED
\$200,000

The City of Livermore ("City") requires the use of ferric chloride at its Water Reclamation Plant in the treatment and solids handling processes. The City participates in the Bay Area Chemical Consortium ("Consortium"). This bidding process meets the requirements of Livermore Municipal Code section 2.68.390 section C for cooperative purchasing arrangements. This allows the City to receive the best price by leveraging large volumes of chemicals used in common amongst Bay Area wastewater and water service providers.

In February 2023, the Consortium completed a competitive bidding process and selected Kemira Water Solutions, Inc. as the best value to provide ferric chloride. Kemira Water Solutions, Inc. met all bid requirements and provides delivery directly to the Livermore Water Reclamation Plant.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore, that it hereby:

1. Authorizes the execution of an agreement for services with Kemira Water Solutions, Inc., attached hereto as Exhibit A, to provide supply and delivery of ferric chloride to the Water Reclamation Plant, in an amount not to exceed \$200,000.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 8, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Tara Mazzanti

Tara Mazzanti
Assistant City Attorney

Exhibit A – Kemira Water Solutions, Inc. Agreement for Services

RESOLUTION NO. _____

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this day of , 2023, by and between the City of Livermore ("City"), a municipal corporation, and Kemira Water Solutions, Inc. ("Contractor"), Delaware corporation.

RECITALS

City requires services to supply and deliver ferric chloride to the City of Livermore Water Reclamation Plant.

Contractor warrants it possesses the distinct skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Contractor acknowledges City has relied upon these warranties to retain Contractor.

AGREEMENT

NOW, THEREFORE, City and Contractor hereby agree that the aforementioned recitals are true and correct and further agree as follows:

1. **Retention as Contractor.** City hereby retains Contractor, and Contractor hereby accepts such engagement, to perform the services described in Section 3 below subject to the terms and conditions in this Agreement.
2. **Relationship of Parties – Independent Contractors.** The relationship of the parties shall be that of independent contractors. Contractor and its employees are not City officers or employees. Contractor is responsible for the supervision and management of its employees, including any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the delivery of the services contemplated by this Agreement.
3. **Description of Services.** Contractor shall provide services to supply and deliver ferric chloride to the City of Livermore Water Reclamation Plant as more particularly set forth in Exhibit "A" (collectively "the Services").
4. **Contractor's Responsibilities.** Contractor shall:
 - (a) Diligently perform the Services in a manner commensurate with industry, professional, and community standards;
 - (b) Provide the resources necessary to complete the Services in a timely manner;
 - (c) Obtain a business license from the City of Livermore, and keep it in effect for the term of this Agreement;
 - (d) Obtain and keep in effect all necessary licenses, permits, qualifications, insurance, and approvals legally and professionally required for Contractor to practice its profession and to provide the Services;

- (e)** Comply with all laws in effect that are related to Contractor and the Services;
- (f)** Coordinate the Services with Jimmie Truesdell, Water Resources Operations Manager ("Project Manager"), or such other person designated as the Project Manager by City;
- (g)** Be available to the Project Manager, and other parties referred to Contractor by the Project Manager, to answer questions or inquiries related to the Services;
- (h)** Only invoice City for the Services rendered. Contractor's invoice shall be in writing and describe the Services performed for the payment requested. Contractor shall not submit an invoice to City more frequently than once a calendar month;
- (i)** Keep and maintain invoices and records related to the Services in an organized manner. At a minimum, the records must be kept for at least 3 years from the date of final payment to Contractor and must include time sheets, work progress reports, and other documentation to adequately explain all the Services invoiced for payment. Contractor shall make the invoices and records immediately available to City upon delivery of a written request to examine, audit, or copy them at City's place of business during normal business hours. Contractor shall give City 30 calendar-days' written notice prior to destroying the invoices and records and allow City an opportunity to take possession. If City wants them, Contractor and City shall coordinate their delivery to City in the most efficient manner possible;
- (j)** Prepare and submit a written report to the Project Manager, within 3 business-days of the Project Manager's written request, that identifies the Services completed and in progress, the charges incurred to date, and the anticipated cost to complete the remaining Services;
- (k)** Contractor shall correct, at its own expense, all errors in the Services. Should Contractor fail to make such correction in a timely manner, City may make the correction and charge the cost thereof to Contractor;
- (l)** If applicable, Contractor shall ensure that all work for compensation is taken in compliance with the requirements of the California Labor Code including but not limited to hours of labor, nondiscrimination, payroll records, apprentices, worker's compensation and prevailing wages. If applicable, Contractor shall comply with all prevailing wage laws, such as sections 1773, 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the California Labor Code and any other applicable wage and hour law. If any violation of prevailing wage law associated with this Agreement is deemed to have occurred by any court or administrative authority, Contractor shall forfeit to the City, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the applicable prevailing rates for any work done to accomplish the purposes of this Agreement; and,
- (m)** Contractor's services provided pursuant to this Agreement shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as applicable regulations and guidelines issued pursuant to the ADA.

5. Compensation and Payment.

(a) The total compensation payable by City to Contractor for the Services **SHALL NOT EXCEED** the sum of \$200,000.00 ("not-to-exceed amount"). City shall compensate Contractor for the Services rendered at the hourly rates or task amounts set forth in Exhibit "A" up to the not-to-exceed amount. Except as provided in the body of this Agreement, the hourly rates or task amounts are intended to be Contractor's only compensation for the Services and is inclusive of all costs of labor, licensing, permitting, travel expenses, overhead and administrative costs, and any-and-all other costs, expenses, and charges incurred by Contractor, its agents, and employees to provide the Services.

(b) City shall pay Contractor no later than 30 days after City receives a written invoice from Contractor and verifies the Services were performed for the payment requested.

6. Term. The term of this Agreement commences on July 1, 2023, and terminates upon the completion of the Services or June 30, 2024, whichever occurs first.

7. Termination by City. City may terminate any portion or all of the Services by giving Contractor at least 30 calendar-days written notice. Upon receipt of a termination notice, Contractor shall immediately stop all work in progress on the Services except where necessary to preserve the benefit of the work, and assemble the work on the Services for delivery to City on the termination date. All compensation for Services performed prior to the termination date shall be payable to Contractor in accordance with Section 5.

8. Ownership of Documents. All drawings, designs, data, photographs, reports and other items prepared or obtained by Contractor in the performance of the Services are City's property and Contractor shall deliver them to City upon demand.

9. Copyright and Right of Use. All items created by Contractor for City under this Agreement are works made for hire, and Contractor shall give City the copyright and all intellectual property rights to all items developed, prepared, and delivered as part of the Services. Contractor agrees that all aspects of the Services and items created thereby will be original works of creation and will not use, in whole or in part, any work created by any other party, except when expressly disclosed by Contractor to City and Contractor obtains a license to such items for the benefit of City. All licenses must be perpetual, world-wide, non-exclusive, and royalty free sufficient in scope to permit City's full use and enjoyment of its ownership rights in the items created by the Services.

10. Confidentiality. Contractor shall not disclose any confidential or proprietary information received from City to anyone except Contractor's employees who require access to the information to perform the Services. This obligation shall survive termination and remain in full force and effect until the information, and any copies thereof, are destroyed or returned to City.

11. Defense, Indemnity, and Hold Harmless. To the fullest extent permitted by law, Consultant shall hold harmless, indemnify, and defend with counsel selected by the City or otherwise acceptable to the City, the City and its elected and appointed officials, officers, directors, employees, agents and designated volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services contemplated by this Agreement, or in connection with Consultant's failure to comply with any of its obligations contained in this Agreement, except for such Liability caused by the sole active negligence or willful misconduct of City. Consultant's obligations to hold harmless, indemnify, and defend shall not be excused because of Consultant's inability to evaluate Liability or because Consultant evaluates Liability and determines that Consultant is not liable to the claimant. These obligations are independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement. Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City.

- (a) Modification for Construction Contracts. To the extent this Agreement is a "construction contract" covered by California Civil Code section 2782, then Consultant's duty to indemnify shall not apply in a manner prohibited by California Civil Code section 2782.
- (b) Modification for Design Professional Services. To the extent this Agreement is for "design professional services" defined in California Civil Code section 2782.8, then Consultant's duties to defend and indemnify shall only apply to the extent provided for in California Civil Code section 2782.8(a), unless section 2782.8(a) is not applicable for one of the reasons set forth in 2782.8(e).

12. Insurance. Contractor shall procure and maintain insurance during the term of this Agreement in the amounts and under the terms set forth in Exhibit "B" against claims that may arise from or in connection with this Agreement and performance of the Services. Upon reasonable written notice, Contractor shall comply with any changes in the amounts and terms of insurance as may be required from time-to-time by City's Risk Manager.

13. Acceptance of Final Payment. Contractor's acceptance of final payment will release City from any and all claims and liabilities for compensation under this Agreement.

14. Acceptance of Work. City's acceptance of, or payment to Contractor for, the Services does not release Contractor from its responsibility for the accuracy, completeness, or competency of the Services, nor do the actions constitute an assumption of Contractor's responsibility or liability by City for any defect or error in the Services.

15. Conflict of Interest. Contractor represents that no City employee or official has a financial interest in Contractor. Contractor shall not offer, encourage, or accept any financial interest in any part of Contractor's business by or from a City employee or official during the term of this Agreement or as a result of being awarded this Agreement. If any

of the Services are paid by reimbursement from an agreement between City and a private party, Contractor represents that it has not performed any work for that private party during the 12-month period prior to the execution of this Agreement, and that it shall not negotiate, offer or accept any contract for services from that party during the term of this Agreement.

16. Economic Disclosure. Contractor shall comply with City's local conflict of interest code and the Political Reform Act, and prepare and file an economic disclosure statement if the Services involve making, or participation in making, decisions which may have a material effect on the Contractors' financial interest. While it is Contractor's sole responsibility to evaluate its conflicts of interest, the Contractor nevertheless agrees to prepare and file an economic disclosure statement if requested by City.

17. Non-Exclusive Agreement. This is a non-exclusive agreement. City reserves the right to provide, and to retain other Contractors to provide, services that are the same or similar to the Services described in this Agreement.

18. No Assignment. Contractor shall not assign or subcontract any of the Services without City's prior written consent. For the purposes of this section, a change of fifty-percent or more in the ownership or control of Contractor constitutes an assignment.

19. Remedies. All remedies permitted or available under this Agreement, or at law or in equity, are cumulative and alternative, and the invocation of a right or remedy will not be construed to waive or elect a remedy with respect to any other available right or remedy. As a condition precedent to commencing legal action involving a claim or dispute against City arising from this Agreement, the Contractor must present a written claim to City in accordance with Chapter 3.42 of the Livermore Municipal Code.

20. Construction of Language. The terms and conditions in this Agreement have been arrived at through negotiation and each party had a full and fair opportunity to review and revise this Agreement with legal counsel. Any ambiguity in this Agreement will not be resolved against either party as the drafting party. In the event of an inconsistency or conflict between the language in the body of the Agreement and an attachment hereto, the language in the body of the Agreement controls.

21. Entire Agreement; Modification. This Agreement supersedes all other agreements, whether oral or written, between the parties with respect to the Services. Any modification to this Agreement must be in writing and signed by both parties. In the event the original of this Agreement is lost or destroyed, an archival copy maintained by City can be used in place of the original for all purposes with the same effect as if it was the original.

22. Notice. Notices under this Agreement must be delivered to the addresses below by deposit in the United States mail or by overnight delivery service, with postage prepaid and delivery confirmation:

TO CITY: Attention: Water Resources Division Manager
 City of Livermore
 1052 S Livermore Avenue

Livermore, California 94551

TO CONTRACTOR: Attention: NOTICES
Kemira Water Solutions, Inc.
4321 W 6th Street
Lawrence, KS 66049

23. Waiver. Failure to insist upon the strict performance of any term or conditions in this Agreement, no matter how long the failure continues, is not a waiver of the term or condition and does not bar the right to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

24. Severability. If a court of competent jurisdiction determines a provision in this Agreement is invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired in any way.

25. Survival. The terms, conditions, and obligations in Sections 8, 9, 10, and 11 shall survive the completion or termination of this Agreement.

26. Electronic Signatures. By signing this document, you are agreeing that you have reviewed this disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

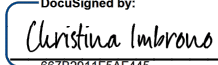
27. Counterparts. This Agreement may be executed and delivered in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement. The facsimile, email, or other electronically delivered signatures of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals and shall be valid and effective for all purposes.

Signatures and Attachment List on the Next Page

EXHIBIT A

In concurrence and witness whereof, and in recognition of the mutual consideration provided therefore, the parties have executed this Agreement, effective on the date first written above.

CONTRACTOR:

DocuSigned by:

667B4941F5AF445
By: Tina Imbrono
Title: Commercial Support Manager

Dated:

5/2/2023 | 6:36 AM PDT

CITY OF LIVERMORE:

Marianna Marysheva
City Manager

Dated:**APPROVED AS TO FORM:**

Assistant/City Attorney

APPROVED AS TO INSURANCE:

Risk Manager/Analyst

Attachments:

- Exhibit A – Scope of Work
- Exhibit B – Insurance Requirements

EXHIBIT A**SCOPE OF WORK****SCOPE**

CONTRACTOR shall provide all necessary labor, equipment, vehicles, supplies, and materials to provide all the following service:

1. Supply and deliver Ferric Chloride to the Livermore Water Reclamation Plant (WRP) located at 101 West Jack London Boulevard in Livermore, California.

TERMS AND CONDITIONS

1. CONTRACTOR shall deliver chemical to the WRP within 14 days of order.
2. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received.
3. CONTRACTOR shall provide email confirmation to CITY whenever an order has been received.
4. CONTRACTOR or representative shall connect the delivery truck to the WRP tank and safely discharge chemical into the WRP tank.
5. CONTRACTOR or representative shall clean any spillage of chemical generated during the filling process.
6. CONTRACTOR or representative shall provide a weight tag showing the amount of chemical delivered to CITY for each delivery.

COMPENSATION

1. CITY shall compensate CONTRACTOR at the rate of **\$1,415.00 per dry ton.**

EXHIBIT B

INSURANCE REQUIREMENTS

Minimum Scope and Limits of Insurance

Consultant/Contractor shall maintain limits no less than:

1. Commercial General Liability, including operations, products, and completed operations, as applicable:
\$5,000,000 per occurrence/**\$10,000,000** aggregate for bodily injury, personal injury, and property damage. If Commercial General Liability or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability:
\$2,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
 Statutory limits as required by the State of California including **\$2,000,000** Employers' Liability per accident, per employee for bodily injury or disease. A waiver of subrogation is required for Workers' Compensation insurance. If Consultant/Contractor is a sole proprietor, then they must sign "Contractor Release of Liability".
4. Pollution Liability:
\$2,000,000 per occurrence.

Deductibles and Self-Insured Retention

All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City of Livermore. The City of Livermore reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII and accepted to do business in the State of California, unless otherwise acceptable to the City of Livermore.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Livermore, its officers, officials, employees, and designated volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Consultant/Contractor; or automobiles owned, leased, hired or borrowed by the Consultant/Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Livermore, its officers, officials, employees, or volunteers.

2. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. The additional insured coverage under the Consultant's/Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as ISO Form CG 20 10 04 13. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Livermore before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
3. Any failure to comply with reporting or other provisions of the policy, including breaches of warranties, shall not affect coverage provided to the City of Livermore, its officers, officials, employees, or volunteers.
4. The Consultant's/Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party before expiration of the policy unless notice is delivered in accordance with policy provisions.
6. It shall be a requirement under this agreement that any available insurance proceeds broader than, or in excess of, the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured; whichever is greater.
7. Certificate Holder section of the insurance certificate should read: City of Livermore, 1052 S. Livermore Avenue, Livermore, CA 94550

Verification of Coverage

Consultant/Contractor shall furnish certificates of insurance and endorsement(s) effecting coverage to the City of Livermore for approval. The endorsements shall be on forms acceptable to the City of Livermore. All certificates and endorsements are to be received and approved by the City of Livermore before work commences. The City of Livermore reserves the right to require complete and certified copies of all insurance policies required by this Agreement.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.4

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Paul Spence, Community Development Director

SUBJECT: Resolution of Intention to form Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan) and Future Annexation Area pursuant to the Mello-Roos Community Facilities Act of 1982.

RECOMMENDED ACTION

Staff recommends the City Council take the following actions:

1. Accept the petition from property owner requesting initiation of formation of City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan) (the "CFD") to finance certain ongoing maintenance services, and waiving the otherwise-applicable election time periods;
2. Adopt a resolution of intention to form the CFD and Future Annexation Area for the CFD and call for a public hearing on June 12, 2023, to consider formation of the CFD and the Future Annexation Area.

SUMMARY

To meet the conditions of approval for Tentative Tract 8609, located at the northwest corner of North Canyons Parkway and Triad Place, the property owner has submitted a signed petition and consents to the formation of Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan) and acknowledges the City's intent to establish the Future Annexation Area to streamline the process for properties annexing into the Community Facilities District (CFD) in the future.

Under the Mello-Roos Act of 1982, a Resolution of Intention must be adopted establishing the hearing date for district formation. The Resolution of Intention describes the operation and maintenance services proposed to be included in the CFD and describes the rate and method of apportionment of the special tax rate to be levied in the CFD (the "Rate and Method"). The resolution also establishes the public hearing date, which must be held between 30 and 60 days after the date of the resolution. The public hearing allows for public protest of the formation of the district and allows the Council to count ballots from the landowner election. If the election is successful and the Council chooses, they may adopt a Resolution of Formation to form the district. An ordinance must then be adopted levying the special tax in

perpetuity in the CFD. The ordinance authorizes the City Manager to levy the special taxes each year based upon the Rate and Method.

With the formation of the CFD, Tentative Tract 8609 becomes Zone 1 within the district and will provide their pro-rata share of maintenance funds for the Isabel Neighborhood Specific Plan public infrastructure and amenities. The maximum annual operation and maintenance costs for the Zone 1 share of the Isabel Neighborhood Specific Plan public amenities in the CFD is estimated at \$48,691 in 2023 dollars to be spread over 112 residential units in Tract 8609. This estimate establishes the Max Cap of the annual assessment for Zone 1 and will be adjusted annually on July 1, based upon the prior calendar year's change in the Consumer Price Index - All Urban Consumers (San Francisco-Oakland-San Jose, CA) plus one percent (CPI +1%).

DISCUSSION

Development projects with new public amenities such as parks, trails, landscaping, and other public infrastructure are required, through conditions of approval, to provide for the long-term maintenance of the new infrastructure.

The Triad East residential development (Tentative Tract 8609), located within the Isabel Neighborhood Specific Plan area at the northwest corner of North Canyon Parkway and Triad Place, was conditioned to form a maintenance district to finance a portion of the maintenance and operation of various public amenities and infrastructure to be constructed within the Isabel Neighborhood Specific Plan area. The owners of the project have elected to form Community Facilities District 2023-1 (Isabel Neighborhood Specific Plan Services) pursuant to the Mello-Roos Act. Formation of CFD 2023-1 will establish a Future Annexation Area that coincides with the Isabel Neighborhood Specific Plan Area in order to allow for the ease of annexation of new zones within the specific plan boundary in the future. The boundary of Tentative Tract 8609 is named Zone 1. Future annexations will be numbered sequentially as distinct zones. Each new zone will be assessed separately, based on the pro rata share of the Isabel Neighborhood Specific Plan public amenities.

Under the Mello-Roos Act, the parcels in the Future Annexation Area are not subject to the special tax levied in the CFD until they annex into the CFD. Future zones may annex into the CFD if the owners execute a unanimous approval in which they agree to annex their parcel(s) into the CFD. Future development within the Isabel Neighborhood Specific Plan Area will be conditioned to annex into this CFD.

The areas to be maintained using Isabel Neighborhood Specific Plan CFD funding include:

- Neighborhood Streets - Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan.
- Neighborhood Parks
- Neighborhood Trails
- Neighborhood Plazas
- Pedestrian Bridge/Tunnel Crossing of Isabel Avenue
- Valley Link Plaza and Pedestrian Bridges
- Valley Link Parking Lot

Cost for administration of these areas, as well as Alameda County's collection of the special taxes, will also be funded by the CFD and are further defined in the description of services attached to the

Resolution of Intention.

PROCEDURE - INTENT TO FORM

The City's consultant, NBS, has prepared the proposed boundary map and the Rate and Method for the CFD. The law firm of Jones Hall has prepared the legal documents associated with the CFD formation. Staff has reviewed the proposed Boundary Map, Rate and Method and legal documents, pursuant to which the City will levy special taxes in the CFD to pay the services described above.

Staff recommends the City Council use the following process to form the CFD:

May 8, 2023 - The City Council receives the executed petition for the landowner/developer in the proposed CFD; petition asks the City Council to establish the CFD and waives the time requirements and certain procedures otherwise applicable to the special tax election.

May 8, 2023 - The City Council adopts the Resolution of Intention to establish the CFD and the Future Annexation Area. The Resolution of Intention will set the date, time, and place of the public hearing, direct the City Clerk to record the boundary map for the CFD and the Future Annexation Area and direct the City Engineer to prepare a report (Community Facilities District Report) that describes the services that will be required to adequately meet the needs of the CFD and estimates the fair and reasonable cost of the services and incidental expenses related to the services, and all other related costs.

Following adoption of the Resolution of Intention, the Community Facilities District Report will be available for public review at City Hall and on the City's website. A Public Hearing Notice will be published in a local newspaper a minimum of 7 days prior to the City Council public hearing on June 12, 2023.

June 12, 2023 - The City Council holds a public hearing and adopts a Resolution of Formation, which forms the CFD and establishes the Future Annexation Area.

The City Clerk conducts an election of the qualified landowner electors in the CFD (mailed ballots will be mailed to the landowner electors approximately 2 weeks before the election and will be received by the City Clerk prior to the public hearing). Each landowner elector will have one vote for each acre or portion of an acre of land that they own within the CFD. If two-thirds of the votes cast at the election are in favor of levying the special tax, then the election will be successful.

Following the election, the City Council will adopt a resolution declaring the results of the election and directing recordation of a notice of special tax lien, and it will undertake the first reading of an ordinance levying special taxes in the CFD.

June 26, 2023 – The City Council adopts an ordinance levying the special tax in perpetuity in the CFD.

August 10, 2024 – Deadline to file the special tax with Alameda County for FY 2024-25.

FISCAL AND ADMINISISTRATIVE IMPACTS

The City will administer the CFD on an annual basis and will budget for, and manage, the necessary maintenance, operation, and administration. All related expenditures will be paid by the CFD. At buildout

of the Isabel Neighborhood Specific Plan area, the estimated annual cost for maintaining all the items in the Description of Services for the CFD is approximately \$1,800,000 plus administrative expenses. As each new development within the specific plan is completed, they will be assessed their pro rata share of the overall maintenance expenses of the CFD.

The FY 2024-25 Special Tax Requirement Max Cap for Zone 1 is estimated at \$48,691, an average of \$435 per residential unit. This amount is the pro-rata share of the CFD maintenance costs attributed to Zone 1. The max cap for Zone 1 will escalate on July 1, 2024, and annually each July 1 thereafter, based upon the prior calendar year's change in the Consumer Price Index – All Urban Consumers (San Francisco-Oakland- San Jose, CA) plus one percent (CPI + 1%).

COMMUNITY PILLAR

- 1: A Safe Community That Thrives
- 2: An Economy That Prospers
- 5: A City That Works

GOAL

Pillar 1, Goal 9: Facilitate new residential development consistent with the City's General Plan

Pillar 2, Goal 5: Facilitate the development of commercial and industrial projects that provide high quality local jobs and support a diverse local economy

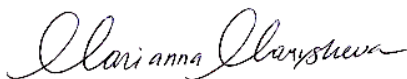
Pillar 5, Goal 14: Develop, operate, and maintain the City's infrastructure

ATTACHMENTS

- 1. CFD 2023-1 (Isabel Neighborhood Maintenance and Services) - Boundary Map
- 2. Landowner Petition
- 3. Resolution of Intention
- 4. Exhibit A - Description of Services
- 5. Exhibit B - Rate and Method of Apportionment

Prepared by: Debbie Salgado
Senior Civil Engineer

Approved by:



Marianna Marysheva
City Manager

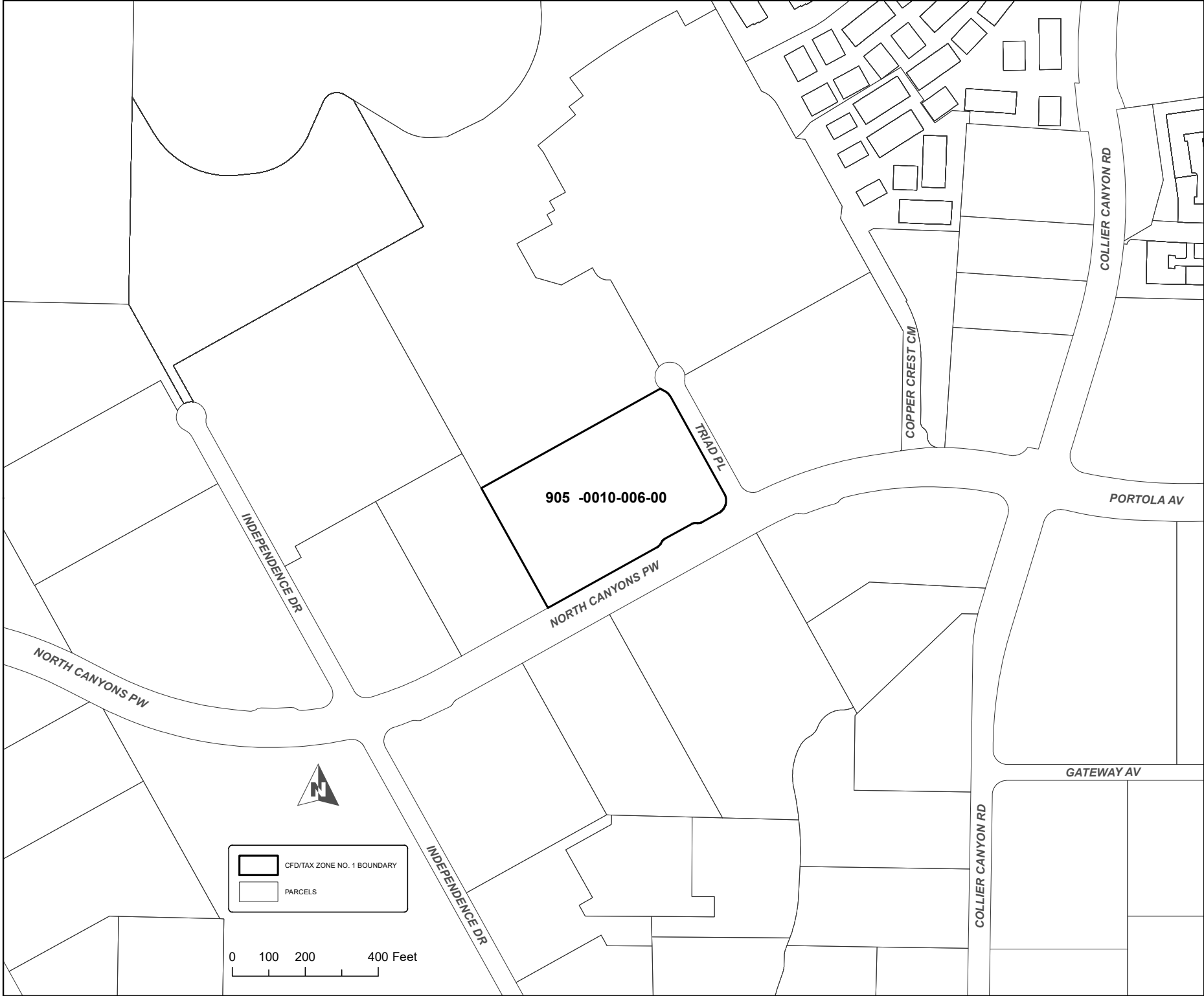
Fiscal Review by:



Tina Olson
Administrative Services Director

PROPOSED BOUNDARIES OF
CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)
AND FUTURE ANNEXATION AREA

CITY OF LIVERMORE
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LIVERMORE THIS ____ DAY OF _____, 20__.

CITY CLERK

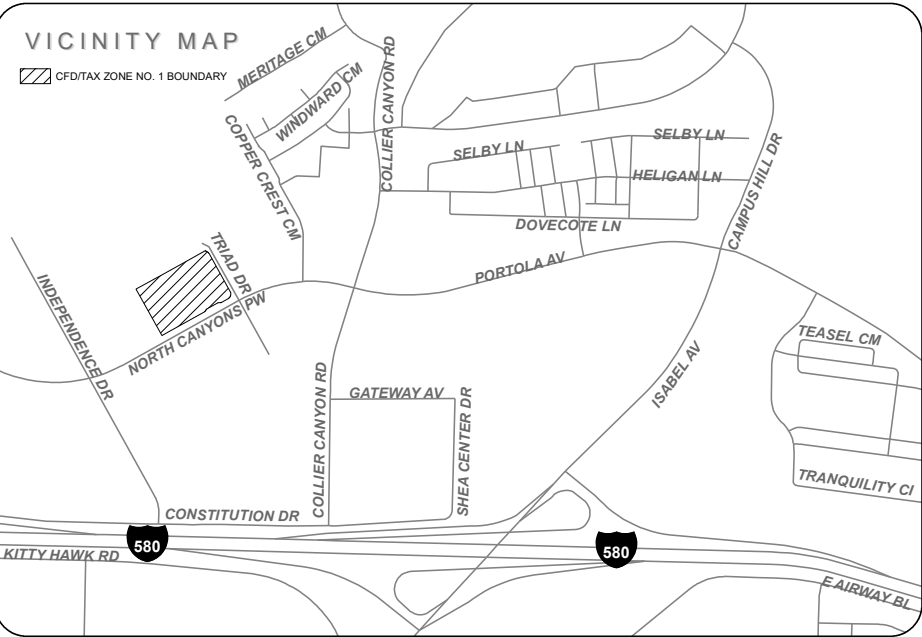
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF CITY OF LIVERMORE COMMUNITY FACILITIES DISTRICT NO. 2023-1 (ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES) AND FUTURE ANNEXATION AREA, CITY OF LIVERMORE, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF LIVERMORE AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK

FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF ____ O'CLOCK __M, IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE _____, IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF ALAMEDA

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF ALAMEDA, STATE OF CALIFORNIA.

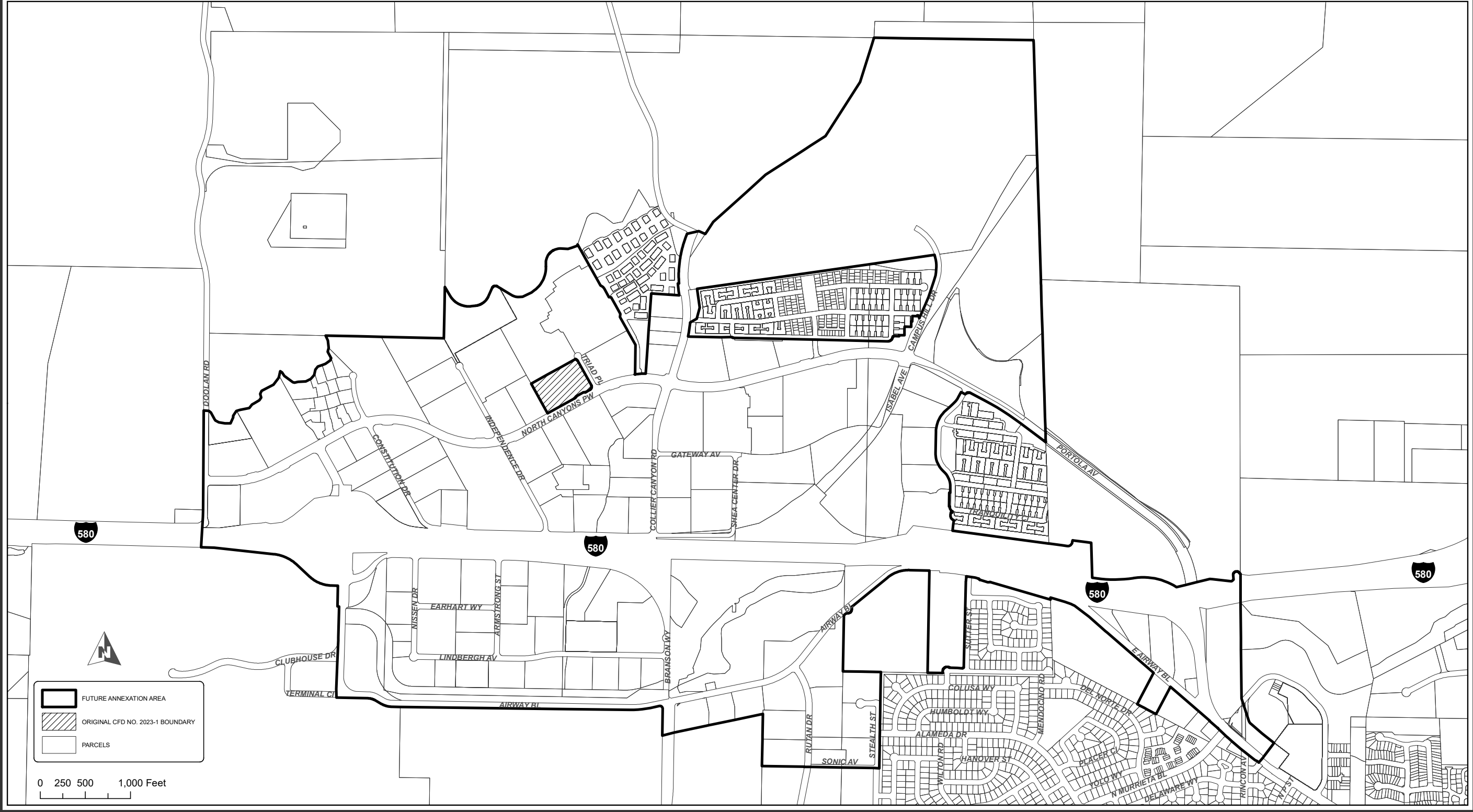


Source: Alameda County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California III FIPS 0403 Feet



**PROPOSED BOUNDARIES OF
CITY OF LIVERMORE
COMMUNITY FACILITIES DISTRICT NO. 2023-1
(ISABEL NEIGHBORHOOD SPECIFIC PLAN SERVICES)
AND FUTURE ANNEXATION AREA**

CITY OF LIVERMORE
COUNTY OF ALAMEDA
STATE OF CALIFORNIA



CITY OF LIVERMORE
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)

PETITION
(With Waivers)

To Create a Community Facilities District
and Related Matters

May 2, 2023

To The Honorable City Council
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550

Members of the City Council:

This is a petition to create a Community Facilities District and related matters under the Mello-Roos Community Facilities Act of 1982 (the "Act") and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The Petitioner warrants to the City of Livermore (the "City") that the Petitioner is such owner or is legally authorized to execute this Petition for and on behalf of such owner(s).

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Act to create a Community Facilities District to be designated "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "Community Facilities District") to levy special taxes ("Special Taxes") in the Community Facilities District.

3. Boundaries. This Petition asks that the territory to be included in the boundaries of the Community Facilities District consist of that shown on a map of the proposed boundaries of the Community Facilities District filed with the City Clerk of the City and which map is hereby made a part hereof and which map includes the Property. The Petitioner acknowledges that the City intends to establish a future annexation area for the Community Facilities District.

4. Purpose. This Petition requests that the Community Facilities District be created and that the Special Taxes be levied to finance all or a part of the public services (the "Services") shown in Exhibit A attached hereto and made a part hereof.

5. Special Taxes. The Petitioner agrees that the City will, subject to the approval of the Petitioner in the proceedings for the Community Facilities District, be authorized to levy Special Taxes in the Community Facilities District to pay for the Services, subject to the completion of all proceedings by the City under the Act.

6. Election. The Petitioner asks that the special property-owner election to be held under the Act to authorize the Special Taxes and to establish any appropriations limits for the Community Facilities District be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on the Community Facilities District under the Act or as soon thereafter as possible.

7. Waivers. To expedite the completion of the proceedings for the Community Facilities District, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the Community Facilities District, notices of election, applicable waiting periods under the Act for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived.

8. Authority Warranted. The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and other actions mandated by the City for the formation of the Community Facilities District shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Petitioner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Petitioner agrees, at its expense, to supply to the City current title evidence so that the City may supply any notice and ballot required under the Act for the establishment of the Community Facilities District.

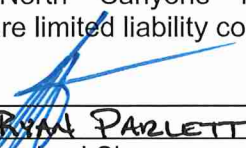
9. Due-Diligence and Disclosures. The Petitioner agrees to cooperate with the City, its attorneys and consultants and to provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

10. Agreements. The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City's costs of establishing the Community Facilities District. Petitioner agrees that this Petition shall not be considered as filed with the City for purposes of commencing proceedings for the Community Facilities District under the Act unless and until deemed filed by the City in its absolute discretion.

The Assessor Parcels Comprising
the Property are listed on the attached
Exhibit B and contain 4.926 total acres.

The Petitioner (record owner) is:

Civic North Canyons Parkway, LLC, a
Delaware limited liability company

By: 
Name: RYAN PARLETT
Its: Authorized Signer

Declaration

I hereby affirmatively represent and certify that I have taken all necessary steps, and that I am duly authorized, to sign and submit this Petition to the City on behalf of the owner(s) of the Property (Tract No. 8609; Assessor's Parcel Number 905-0010-006-00) to form the Community Facilities District for the Property, and that the City may rely upon my representation to process this Petition on behalf of the owner(s) of the Property.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

5/2/23

Name:

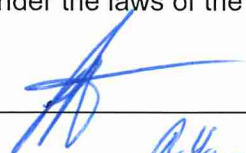

Alan Parrott

EXHIBIT A**CITY OF LIVERMORE
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)**DESCRIPTION OF SERVICES

Special Taxes collected in the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (the "CFD") will fund, in whole or in part, the services listed below. Services may be performed inside the CFD and outside the CFD if the City has concluded that such services would benefit the CFD.

Public Street Services

Public Street Services include maintenance and operation of Main Street, Bicycle Streets, and Pedestrian Streets within the Isabel Neighborhood Specific Plan. Public Street Services include, but are not limited to, pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curbs and gutters, street furniture, signage and monuments. The costs of Public Streets Services include any associated electricity, water and other utility costs.

Neighborhood Park Services

Neighborhood Park Services include maintenance and operation of public parks within the Isabel Neighborhood Specific Plan. Neighborhood Park Services include, but are not limited to, landscaping and irrigation, maintenance and operation of park lighting, playground equipment, play fields, parking lots ancillary buildings and structures, sidewalks, fencing, publicly owned masonry walls, public art and other improvements associated with public parks. Neighborhood Park Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of Neighborhood Park Services include any associated electricity, water and other utility costs.

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Neighborhood Trail Services include maintenance and operation of trails within the Isabel Neighborhood Specific Plan. Neighborhood Trail Services include, but are not limited to, trail restoration and rehabilitation, cleaning and trash pickup.

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Services Related to Pedestrian Bridge/Tunnel Crossing of Isabel Avenue

Services related to Pedestrian Bridge/Tunnel Crossing include maintenance and operation of bridge or tunnel pedestrian surfaces and/or supports, specialty lighting, signage and monuments. Services also include cleaning and removal of graffiti, trash pickup. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Plaza and Pedestrian Bridges

Services related to Valley Link Plaza include maintenance and operation of Valley Link plaza hardscapes, landscaping and irrigation, plaza lighting, plaza furnishings, signage and monuments, public art and other improvements associated with the Valley Link plaza space. These services include operation and maintenance of pedestrian surfaces and/or supports. Services also include cleaning and removal of graffiti, trash pickup and weed control. The costs of these services include any associated electricity, water and other utility costs.

Services Related to Valley Link Parking Lot

Services related to Valley Link Parking Lot include pavement restoration and rehabilitation, landscaping and irrigation, maintenance and operation of street lights and specialty lighting, sidewalks, curb and gutter, signage and monuments. The costs of these services include any associated electricity, water and other utility costs.

Flood and Storm Protection Services.

Flood and Storm Protection Services include the operation and maintenance of storm drainage systems.

Services Related to Hazardous Substances.

Services related to hazardous substances include removal or remedial action for the cleanup of any hazardous substance released or threatened to be released into the environment.

Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

"Services has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the "Act").

"Maintenance" has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal. The services shall be in addition to those provided in the territory of the CFD before the CFD was created, and the additional services shall not supplant services already available within that territory when the CFD was created.

Special Taxes may be used to fund operating reserves and capital reserves.

Special Taxes may be used to fund "costs" and "incidental expenses" related to the eligible Services as those terms are defined in the Act.

Special Taxes may be levied to cure actual or estimated delinquencies in Special Taxes for the current or previous fiscal years.

Administrative Expenses

The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda in connection with the levy and collection of Special Taxes, costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

**CITY OF LIVERMORE
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)**

ASSESSOR PARCEL NUMBERS

APN
905-0010-006-00

Acreage
4.926

**IN THE CITY COUNCIL OF THE CITY OF LIVERMORE
STATE OF CALIFORNIA**

**A RESOLUTION OF INTENTION TO ESTABLISH A COMMUNITY FACILITIES
DISTRICT AND FUTURE ANNEXATION AREA**

**CITY OF LIVERMORE
Community Facilities District No. 2023-1
(Isabel Neighborhood Specific Plan Services)**

RESOLVED, by the City Council (the "Council") of the City of Livermore (the "City"), County of Alameda (the "County"), and State of California that:

WHEREAS, under the Mello-Roos Community Facilities Act of 1982, Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code (the "Act"), this Council is authorized to establish a community facilities district and to act as its legislative body;

WHEREAS, this Council, having received petitions from the owners of not less than 10% of the area of land proposed to be included in the proposed community facilities district, now desires to proceed with the establishment of such community facilities district to finance costs of certain services required to meet the demands of development of lands in the City; and

WHEREAS, pursuant to Section 53339.2 of the Act, this Council further desires and hereby determines that it is in the public convenience and necessity to undertake proceedings to provide for future annexation of territory to the proposed community facilities district.

NOW, THEREFORE, IT IS ORDERED as follows:

1. Authority. This Council proposes to conduct proceedings to establish a community facilities district pursuant to the Act.

2. Name of CFD and Future Annexation Area. The name proposed for the community facilities district is "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services)" (the "CFD").

The name proposed for the territory proposed to be annexed into the CFD in the future is "City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) (Future Annexation Area)" (the "Future Annexation Area").

3. Boundaries Described. The proposed boundaries of the CFD and Future Annexation Area are as shown on the map and on file with the City Clerk, which is hereby preliminarily approved and to which reference is hereby made for further particulars. The City Clerk is hereby directed to record, or cause to be recorded, the map of the boundaries of the

CFD and Future Annexation Area in the office of the County Recorder within 15 days of the date of adoption of this Resolution.

Parcels within the Future Annexation Area shall be annexed to the CFD only with the unanimous approval (each, a “Unanimous Approval”) of the owner or owners of each parcel or parcels at the time that parcel or those parcels are annexed, without any requirement for further public hearings or additional proceedings. Pursuant to Section 53329.6 of the Act, a Unanimous Approval executed by the owner of a parcel constitutes the vote of the qualified elector in favor of the matters addressed in the unanimous approval for purposes of the California Constitution, including, but not limited to, Articles XIII A and XIII C.

4. Services. The type of services proposed to be financed by the CFD and the Future Annexation Area pursuant to the Act shall consist of those listed in Exhibit A, attached hereto, and hereby incorporated herein (the “Services”). The Council hereby determines that the Services are necessary to meet increased demands for such services placed upon local agencies as the result of development occurring within the area of the CFD and the Future Annexation Area. The Services are in addition to those provided in the territory of the CFD and the Future Annexation Area as of the date hereof and will not supplant services already available within the territory of the CFD and the Future Annexation Area as of the date hereof.

The City intends to provide the Services on an equal basis in the original territory of the CFD and, as parcels in the Future Annexation Area are annexed to the CFD, to those annexed parcels. In so finding, the Council does not intend to limit its ability to levy a special tax within the Future Annexation Area to provide new or additional services beyond those supplied within the original territory of the CFD.

5. Special Tax. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a special tax (the “Special Tax”) sufficient to pay the costs thereof, secured by recordation of a continuing lien against all non-exempt real property in the CFD, will be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes, or in such other manner as this Council or its designee shall determine, including direct billing of the affected property owners. The proposed rate and method of apportionment of the Special Tax (the “Rate and Method”) among the parcels of real property within the CFD in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, are described in Exhibit B, attached hereto, and hereby incorporated herein. This Council hereby finds that the provisions of Section 53313.6, 53313.7 and 53313.9 of the Act (relating to adjustments to ad valorem property taxes and schools financed by a community facilities district) are inapplicable to the proposed CFD.

As required by Section 53339.3(d) of the Act, the Council hereby determines that the special tax proposed to pay for Services to be supplied within the Future Annexation Area shall be equal to any special tax levied to pay for the same Services in the original territory of the CFD, except that a higher or lower tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the Services in the Future Annexation Area is higher or lower than the cost of providing those Services in the original territory of the CFD. In so finding, the Council does not intend to limit its ability to levy a special tax within the Future Annexation

Area to provide new or additional services beyond those supplied within the original territory of the CFD.

6. Exempt Property. Except as may otherwise be provided by law or by the Rate and Method, all lands owned by any public entity, including the United States, the State of California, the County or the City, or any departments or political subdivisions thereof, shall be omitted from the levy of the Special Tax to be made to cover the costs and expenses of the Services and the CFD. In addition, properties in the CFD shall be exempt from the Special Tax to the extent required by the Act. If any portion of the property within the CFD becomes for any reason exempt, wholly or in part, from the levy of the Special Tax, this Council will, on behalf of the CFD, increase the levy to the extent necessary upon the remaining property within the CFD that is not exempt in order to yield the annual expenses of the CFD, if any, subject to the provisions of the rate and method of apportionment of the Special Tax.

7. Election and Unanimous Approval. The levy of the Special Tax in the CFD shall be subject to the approval of the qualified electors of the CFD at a special election. The proposed voting procedure shall be by mailed or hand-delivered ballot among the landowners in the proposed CFD, with each owner having one vote for each acre, or portion of an acre such owner owns in the CFD, not exempt from the Special Tax.

This Council hereby determines that the special tax shall be levied on a parcel in the Future Annexation Area upon receipt of a Unanimous Approval from the owner or owners of such parcel at the time that such parcel is annexed into the CFD, without any requirement for further public hearings or additional proceedings.

8. CFD Report. The City Engineer (or deputy or designee thereof) is hereby directed to study the proposed Services and to make, or cause to be made, and file with the City Clerk, a report in writing (the "CFD Report"), which shall be a part of the record of the public hearing hereinafter specified and which shall present the following:

(a) A description of the Services that will be required to adequately meet the needs of the CFD.

(b) An estimate of the fair and reasonable cost of the Services and incidental expenses in connection therewith, and all other related costs.

9. Public Hearing. This Council hereby appoints and fixes June 12, 2023, at 7:00 p.m. or as soon as possible thereafter, in the City Council Chambers, 1016 S. Livermore Avenue, Livermore, California, as the time and place when and where this Council, as legislative body for the CFD, will conduct a public hearing on the establishment of the CFD and the Future Annexation Area and consider and finally determine whether the public interest, convenience and necessity require the formation of the CFD, the designation of the Future Annexation Area, and the levy of the Special Tax.

10. Notice of Hearing. The City Clerk is hereby directed to cause notice of the public hearing to be given by publication one time in a newspaper published in the area of the CFD and the Future Annexation Area. The publication shall be completed at least 7 days before the date of the public hearing specified above.

The notice of the public hearing shall be substantially in the form specified in Section 53322 of the Act, with the form summarizing the provisions hereof hereby specifically approved.

11. Appointment of Legal Counsel; Special Tax Consultant. The City Council hereby appoints (i) Jones Hall, A Professional Law Corporation, as legal counsel to the City in connection with formation of the CFD and (ii) NBS as special tax consultant to the City in connection with formation of the CFD and designation of the Future Annexation Area. The Director of Administrative Services is hereby authorized to execute a retainer agreement with NBS and the City Attorney is hereby authorized to execute a legal services agreement with Jones Hall, each in substantially the form and substance of the agreement on file with the City Clerk.

12. Effective Date. This resolution shall take effect upon its adoption.

On the motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on the ____ day of _____, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney

Date: _____

Exhibit A – Description of Services
Exhibit B – Rate and Method of Apportionment

EXHIBIT A**CITY OF LIVERMORE
Community Facilities CFD No. 2023-1
(Isabel Neighborhood Specific Plan Services)****DESCRIPTION OF SERVICES**

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Maintenance and Operation of Other Property.

Maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City or by another local agency pursuant to an agreement entered into under Section 53316.2.

“Services has the meaning given that term in the Mello-Roos Community Facilities Act of 1982, as amended (the “Act”).

“Maintenance” has the meaning given that term in the Act, and includes, but is not limited to, servicing, repair and removal. The services shall be in addition to those provided in the territory of the CFD before the CFD was created, and the additional services shall not supplant services already available within that territory when the CFD was created.

Special Taxes may be used to fund operating reserves and capital reserves.

Special Taxes may be used to fund “costs” and “incidental expenses” related to the eligible Services as those terms are defined in the Act.

Special Taxes may be levied to cure actual or estimated delinquencies in Special Taxes for the current or previous fiscal years.

Administrative Expenses

The CFD will also finance the expenses incurred by the CFD in administering the CFD, including, but not limited to, the levy and collection of the Special Taxes, the fees and expenses of its legal counsel, costs related to annexing property into the CFD, charges levied by the County of Alameda in connection with the levy and collection of Special Taxes,

EXHIBIT A

costs related to property owner inquiries regarding the Special Taxes, costs associated with appeals or requests for interpretation associated with the Special Taxes and the Rate and Method, costs associated with foreclosure and collection of delinquent Special Taxes and all other costs and expenses of the City and County in any way related to the establishment or administration of the CFD.

EXHIBIT B

CITY OF LIVERMORE
Community Facilities CFD No. 2023-1
(Isabel Neighborhood Specific Plan Services)

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax, as hereinafter defined, shall be levied and collected in City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services) ("CFD No. 2023-1") each Fiscal Year commencing in Fiscal Year 2022/23, in an amount determined by the application of the procedures below. All Taxable Property, as hereinafter defined, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meaning:

"Accessory Dwelling Unit" or "ADU" means all Assessor's Parcels of Residential Property for which a building permit(s) has been issued for an "Accessory Dwelling Unit" as defined in California Government Code Section 65852.2(j)(1), as may be amended from time to time, which is accessory to a primary Unit. The ADU may be located on the same Assessor's Parcel as the primary Unit that is the primary Unit or on a separate Assessor's Parcel. For purposes of clarification, where an ADU and primary Unit are on the same Assessor's Parcel, the ADU located on such Assessor's Parcel is considered a separate Unit from the primary Unit on such Assessor's Parcel for purposes of the Special Tax. Should an Assessor's Parcel contain only an ADU, such Assessor's Parcel will be taxed as an ADU Unit only.

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map or in the Assessor's Data for each Assessor's Parcel. In the event the Assessor's Parcel Map or Assessor's Data shows no Acreage, the Acreage for any Assessor's Parcel shall be determined by the CFD Administrator based upon the applicable final map, parcel map, condominium plan, or other recorded County parcel map. If the preceding maps are not available, the Acreage of an Assessor's Parcel may be determined utilizing GIS.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State.

"Administrative Expenses" means the actual or reasonably estimated costs directly related to the administration of CFD No. 2023-1 including, but not limited to, the following: the costs of computing the Annual Special Tax Requirement and of preparing the Special Tax collection schedules; the costs of collecting the Special Tax, including any charges levied by the County Auditor's Office, Tax Collector's Office or Treasurer's Office; the costs of the City or designee in complying with the disclosure requirements of the California Government Code (including the Act), including public

inquiries regarding the Special Tax; the costs of the City or designee related to an appeal of the Special Tax; and the costs of commencing and pursuing to completion any action arising from any delinquent Special Tax in CFD No. 2023-1. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2023-1 for any other administrative purposes, including, but not limited to, attorney's fees.

"Annual Services Costs" means the respective amounts determined by the CFD Administrator required to fund services authorized to be funded by CFD No. 2023-1 for the applicable yearly period.

"Annual Special Tax Requirement" means that amount with respect to CFD No. 2023-1 determined by the City Council or designee as required in any Fiscal Year to pay: (1) the Administrative Expenses, (2) the Annual Services Costs, (3) any amount required to establish or replenish any reserve or replacement fund established in connection with CFD No. 2023-1, and (4) any reasonably anticipated delinquent Special Tax based on the delinquency rate for any Special Tax levied in the previous Fiscal Year.

"Assessor's Data" means Assessor's Parcel Number, Units, Building Square Feet, Acreage, or other information contained in the records of the County Assessor for each Assessor's Parcel.

"Assessor's Parcel" or **"Parcel"** means a lot or parcel shown in an Assessor's Parcel Map and/or Assessor's Data with an assigned Assessor's Parcel Number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel Number.

"Assessor's Parcel Number" means, with respect to an Assessor's Parcel, that number assigned to such Assessor's Parcel by the County Assessor for purposes of identification.

"Building Square Feet" or "BSF" means all of the square footage within the perimeter of a structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area. The determination of Building Square Feet shall be made by reference to the Assessor's Data. If the Assessor's Data does not show Building Square Feet, building permit(s) issued for such structure, or other records of the City shall be used, as determined by the CFD Administrator.

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

"CFD No. 2023-1" means the City of Livermore Community Facilities District No. 2023-1 (Isabel Neighborhood Specific Plan Services).

"City" means the City of Livermore.

"City Council" means the City Council of the City, acting as the legislative body of CFD No. 2023-1.

"County" means the County of Alameda.

"County Assessor" means the County Assessor of the County.

“Developed Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a building permit for new construction was issued by the City prior to June 30 of the preceding Fiscal Year.

“Exempt Property” means all Assessors’ Parcels within the boundary of CFD No. 2023-1 which are exempt from the Special Tax pursuant to Section E.

“Final Map Property” means, in any Fiscal Year, all Taxable Property in CFD No. 2023-1 for which a Final Subdivision Map was approved by City Council prior to June 30 of the preceding Fiscal Year.

“Final Subdivision Map” means a subdivision of property created by recordation of a final subdivision map, parcel map or lot line adjustment, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) or recordation of a condominium plan pursuant to California Civil Code 4120, that creates individual lots for which residential building permits may be issued without further subdivision of such property.

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

“GIS” means a geographic information system.

“Maximum Special Tax” means the maximum Special Tax authorized to fund the Annual Special Tax Requirement in any Fiscal Year that may apply to Taxable Property as described in Section C.

“Mixed-Use Property” means all Assessor’s Parcels of Developed Property that could be categorized as having more than one land use, allowing for multiple use types on each such Assessor’s Parcel. For an Assessor’s Parcel of Mixed-Use Property, the Special Tax shall be calculated and levied for each use type present on the Assessor’s Parcel.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit(s) was issued for a non-residential use.

“Open Space Property” means property within the boundaries of CFD No. 2023-1 which (i) has been designated with specific boundaries and Acreage on a final subdivision map as open space, (ii) is classified by the County Assessor as open space, (iii) has been irrevocably offered for dedication as open space to the federal government, the State, the County, the City, or any other public agency, or (iv) is encumbered by an easement or other restriction required by the City limiting the use of such property to open space.

“Property Owner’s Association” means any property owner’s association. As used in this definition, a Property Owner’s Association includes any home-owner’s association, condominium owner’s association, master or sub-association or non-residential owner’s association.

“Property Owner’s Association Property” means any property within the boundaries of CFD No. 2023-1 which is (a) owned by a Property Owner’s Association or (b) designated with specific boundaries and acreage on a final subdivision map as property owner association property.

“Proportionately” means for Taxable Property that the ratio of the Special Tax levy to the Maximum Annual Special Tax is equal for all Assessors’ Parcels of Taxable Property levied within each property land use classification within CFD No. 2023-1.

“Public Property” means any property within the boundaries of CFD No. 2023-1 which (i) is owned by a public agency, (ii) has been irrevocably offered for dedication to a public agency, or (iii) is designated with specific boundaries and Acreage on a final subdivision map as property which will be owned by a public agency. For purposes of this definition, a public agency includes the federal government, the State, the County, the City, school districts, or any other public agency.

“Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

“Special Tax” means the amount levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Annual Special Tax Requirement.

“State” means the State of California.

“Tax Zone” means a mutually exclusive geographic area within which the Special Tax may be levied pursuant to this Rate and Method of Apportionment. ***All the Taxable Property within CFD No. 2023-1 at the time of its formation is within Tax Zone No. 1.*** Additional Tax Zones may be created when property is annexed to CFD No. 2023-1, and a separate Maximum Special Tax shall be identified for property within each new Tax Zone at the time of such annexation. The Assessor’s Parcels included within a new Tax Zone when such Parcels are annexed to CFD No. 2023-1 shall be identified by Assessor’s Parcel number in the annexation documents at the time of annexation.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2023-1 that are not exempt from the Special Tax pursuant to law or Section E below.

“Undeveloped Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2023-1 that is not classified as Developed Property, Open Space Property, Property Owner’s Association Property, or Public Property.

“Unit” means an individual residential dwelling unit. The number of Units assigned to each Assessor’s Parcel may be determined by (i) referencing Assessor’s Data, (ii) site surveys and physical unit counts, and/or (iii) other research by the CFD Administrator.

“Welfare Exempt Property” means, in any Fiscal Year, all Parcels within the boundaries of CFD No. 2023-1 that (a) have been granted a welfare exemption by the County under subdivision (g) of Section 214 of the Revenue and Taxation Code indicated in the Assessor’s Data finalized as of January 1 of the previous Fiscal Year, and (b) are exempt from the Special Tax pursuant to Section 53340(c) of the Act.

B. DETERMINATION OF TAXABLE PARCELS

Each Fiscal Year, the CFD Administrator shall determine the valid Assessor’s Parcel Numbers for all Taxable Property within CFD No. 2023-1. If any Assessor’s Parcel Numbers are no longer valid, the CFD Administrator shall determine the new Assessor’s Parcel Number or Numbers in effect for the then-current Fiscal Year. To the extent a Parcel or Parcels of Taxable Property are subdivided, consolidated, or otherwise reconfigured, the Maximum Special Tax shall be assigned to the new Assessor’s Parcels Numbers pursuant to Section C. The CFD Administrator shall also determine: (i) the Tax Zone within which each Parcel is located; (ii) which Parcels are Taxable Property; (iii) the

number of Units or Building Square Footage each Parcel contains; (iv) the property type, i.e., Residential Property, Non-Residential Property, etc.; and (v) the Annual Special Tax Requirement for the Fiscal Year.

C. MAXIMUM ANNUAL SPECIAL TAX RATES

The Maximum Special Taxes for each Assessor's Parcel of Taxable Property shall be assigned below:

1. Maximum Special Taxes

The Maximum Special Tax for each Assessor's Parcel of Taxable Property within Tax Zone No. 1 shall be assigned according to Table 1 below:

**TABLE 1
MAXIMUM SPECIAL TAX RATES
TAX ZONE NO. 1
FISCAL YEAR 2022/23***

Land Use Category	Maximum Special Tax Rate	Per
Residential Property	\$434.74	Unit
Non-Residential Property	0.00	BSF
Mixed-Use Property	See below	
Accessory Dwelling Unit	See below	

*On July 1 of each Fiscal Year, commencing on July 1, 2023, the Maximum Special Tax rates for Tax Zone No. 1 shall be increased by the February annual percentage change in the Consumer Price Index for all Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA, plus one percent (1.0%). If the percentage change in the CPI-U is negative, the Maximum Special Tax rates shall not be decreased. In the event the index described above ceases to be published, it shall be replaced by another reasonably comparable index, as determined by the City. Different Maximum Special Tax rates and tax escalation factors may be identified in Tax Zones added to CFD No. 2023-1 as a result of future annexations.

2. Mixed-Use Property

In some instances, an Assessor's Parcel of Developed Property may be Mixed-Use Property. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax for all residential Units and non-residential Building Square Feet on that Assessor's Parcel.

3. Accessory Dwelling Units

The Maximum Special Tax for an Accessory Dwelling Unit shall be calculated as a percentage of the Maximum Special Tax for the primary Unit the ADU is accessory to, based on Building Square Footage. For example, if a primary Unit of Residential Property with 2,000 BSF has an ADU of 800 BSF, the Maximum Special Tax for the ADU in Tax Zone No. 1 shall be calculated by the following steps:

1. $800 \text{ BSF} / 2,000 \text{ BSF} = 0.40$ or 40%
2. $\$434.74 \text{ Maximum Special Tax per Unit} \times 40\% = \$173.90 \text{ Maximum Special Tax for such ADU}$

4. Assignment of Assessor's Parcel(s) to Property Land Use Category

When an Assessor's Parcel changes from being classified as Undeveloped Property to another land use category and is considered Developed Property, that assignment shall not change due to future changes in land use.

5. Assignment of Maximum Special Tax to Newly Created Assessor's Parcel(s)

When an Assessor's Parcel changes or subdivides, the Maximum Special Tax shall be assigned to each newly created Assessor's Parcel so that there is no net loss in the Maximum Special Tax revenue to be generated as a result of changes in the planned development.

When an Assessor's Parcel changes or subdivides, and there are changes to the overall planned development for each Tax Zone within CFD No. 2023-1, the process for assigning the Maximum Special Tax to each newly created Assessor's Parcel is as follows:

Step 1: Sum the expected Maximum Special Tax assigned to each Assessor's Parcel that is being changed or subdivided within that Tax Zone.

Step 2: Identify the newly created Assessor's Parcel(s) of Taxable Property created by the change or subdivision and assign the Maximum Special Tax to each newly created Assessor's Parcel of Taxable Property according to the then-current Maximum Special Tax Rates within that Tax Zone for each Land Use Category. Sum the Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property within that Tax Zone.

Step 3: Divide the total expected Maximum Special Tax in Step 1 by the total Maximum Special Tax assigned in Step 2 to arrive at a fraction for that Tax Zone.

Step 4: Apportion the total Maximum Special Tax from Step 1 to each newly created Assessor's Parcel of Taxable Property by multiplying each newly created Assessor's Parcel fraction, determined in Step 3, by the then-current Maximum Special Tax Rates within that Tax Zone for each Land Use Category.

Step 5: The Maximum Special Tax assigned to each newly created Assessor's Parcel of Taxable Property shall be the greater of the Maximum Special Tax assigned in Step 2 or the Maximum Special Tax calculated in Step 4 for the Tax Zone.

When an Assessor's Parcel changes or subdivides, and there are no changes to the planned development for each Tax Zone within CFD No. 2023-1, the Maximum Special Tax shall be assigned according to Table 1 for Tax Zone No. 1, or similar table for each successive Tax Zone.

The planned development for Tax Zone No. 1 is provided in the table below:

Land Use Category	Planned Development
Residential Property	112 Units

Once created, if a newly created Assessor's Parcel(s) of Taxable Property further changes or subdivides, the above steps shall be repeated to determine the Maximum Special Tax for the

additional newly created Assessor's Parcel(s) of Taxable Property created from the change or subdivision.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAXES

All Taxable Property shall be subject to the Special Tax defined as follows. The Special Tax shall be levied each Fiscal Year by the CFD Administrator.

The Annual Special Tax Requirement shall be apportioned to each Parcel within CFD No. 2023-1 by the method shown below.

First: Determine the Annual Special Tax Requirement.

Second: Levy the Special Tax on each Parcel of Developed Property, Proportionately, up to the applicable Maximum Special Tax.

Under no circumstances will the Special Taxes on any Assessor's Parcel of Developed Property be increased by more than 10% as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 2023-1.

E. EXEMPTIONS

Notwithstanding any other provision of this Rate and Method of Apportionment of Special Tax, no Special Tax shall be levied on Open Space Property, Property Owner's Association Property, Undeveloped Property, Assessor's Parcels with public or utility easements making impractical their utilization for any use other than the purposes set forth in the easement, or Public Property, except as otherwise provided in Sections 53317.3, 53317.5 and 533401 of the Act.

No Special Tax shall be levied on any Assessor's Parcel in any Fiscal Year in which such Assessor's Parcel is classified as Welfare Exempt Property.

F. APPEAL OF SPECIAL TAX LEVY

Any property owner may file a written appeal of the Special Tax with the CFD Administrator claiming that the amount or application of the Special Tax is not correct. The appeal must be filed not later than one calendar year after having paid the Special Tax that is disputed, and the appellant must be current in all payments of the Special Tax. In addition, during the term of the appeal process, all Special Tax levied must be paid on or before the payment date established when the levy was made.

The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination.

If the property owner disagrees with the CFD Administrator's decision relative to the appeal, the owner may then file a written appeal with the City Council whose subsequent decision shall be final and binding on all interested parties. If the decision of the CFD Administrator or subsequent decision by the City Council requires the Special Tax to be modified or changed in favor of the property owner, then an adjustment shall be made to credit the Special Tax in future years.

This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to filing any legal action by such owner.

G. INTERPRETATIONS OF RATE AND METHOD OF APPORTIONMENT

The City reserves the right to make minor administrative and technical changes to this document that do not materially affect the rate and method of apportioning the Special Tax. In addition, the interpretation and application of any section of this document shall be at the City's discretion. Interpretations may be made by the City Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment of Special Tax.

H. MANNER AND DURATION OF SPECIAL TAX

The Special Tax shall be collected in the same manner and at the same time as ordinary ad valorem property taxes, provided that the City may directly bill the Special Tax, may collect the Special Tax at a different time or in a different manner if needed to meet the financial obligations of CFD No. 2023-1, and may collect delinquent Special Taxes through available methods.

Special Taxes shall continue to be levied and collected within CFD No. 2023-1, as needed to fund the Annual Special Tax Requirement, in perpetuity.

I. PREPAYMENT OF SPECIAL TAX

The Special Tax may not be prepaid.

J. REPEAL OF SPECIAL TAX

If the levy of the Special Tax is repealed by initiative or any other action participated in by the owners of Assessor's Parcels in CFD No. 2023-1, the City shall cease to levy the Special Tax and shall cease to be obligated to provide the authorized services for which the Special Tax was levied. The obligations to provide the authorized services previously funded by the repealed Special Tax shall become the joint obligations of the property owners of Assessor's Parcels within CFD No. 2023-1.



CITY COUNCIL STAFF REPORT

ITEM NO. 5.5

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Resolution to terminate the water shortage emergency declared on September 27, 2021; deactivate all water use restrictions for Stage 1 and Stage 2 of the Water Shortage Contingency Plan; and deactivate Stage 1 water conservation rates.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution to terminate the water shortage emergency declared on September 27, 2021; to deactivate all water use restrictions for Stage 1 and Stage 2 of the water shortage contingency plan; and deactivate Stage 1 water conservation rates.

SUMMARY

On September 27, 2021, the City Council adopted a resolution declaring a water shortage emergency, enacting Stage 2 of the water shortage contingency plan at a 15% mandatory level and implementing Stage 1 water conservation rates. The winter of 2022-23 brought significant precipitation which increased water storage across the state. Both the Governor and Zone 7 Board of Directors have ended their respective drought emergencies. The State Water Project has increased allocations to all contractors (of which Zone 7 is one) meaning a substantially higher amount of surface water will be provided to the Tri-Valley, reducing dependence on local and banked groundwater. This means that the City's state of emergency is no longer required.

DISCUSSION

On May 10, 2021, due to critically dry conditions in California, Governor Gavin Newsom declared a water shortage state of emergency and called on Californians to reduce water use by 10%. On July 8, 2021, the Governor extended the drought declaration to additional counties and called on all Californians to reduce their water use by 15% in anticipation of dry conditions in 2022.

On September 1, 2021, the City's treated water wholesale provider, Zone 7, declared a Stage 2 water shortage noting that the State Water Project had dramatically reduced the amount of surface water that they would be provided.

On September 27, 2021, the City Council adopted a resolution declaring a water shortage emergency and enacted Stage 2 of the water shortage contingency plan and implemented Stage 1 water conservation rates.

The winter of 2022-23 brought significant rain and snowfall, increasing the state's available water supply. The State's major reservoirs are fed by rain and snowpack runoff, and most of these reservoirs are at above-normal storage levels. In March 2023, the Sierra snowpack was at 183 percent of the season average. Lake Oroville, the principal reservoir of the State Water Project, from which the Tri-Valley receives much of its supply, was at 119 percent of the historical average. On March 24, 2023, Governor Gavin Newsom issued an executive order to end the water shortage emergency. However, the State will continue to implement a ban on wasteful water use practices. This prohibits using potable water for washing sidewalks, driveways, buildings, and other hard surfaces; individual washing of motor vehicles without a shut-off nozzle; irrigating turf and ornamental landscape within 48 hours after measurable rainfall; irrigating ornamental turf on street medians or commercial properties, and street cleaning or construction unless no other source of water can be used. The City will continue to discourage wasteful water use practices within Livermore.

On April 18, 2023, the City of Pleasanton terminated their local drought emergency and their request for a 15% mandatory reduction in water usage. On April 19, 2023, both the Zone 7 Water Agency and Dublin San Ramon Services District terminated their water shortage emergencies and their request for 15% mandatory conservation by potable water users in the Tri-Valley. On April 20, 2023, the State Water Project announced an allocation of 100% of requests for water in year 2023.

Due to the change in storage conditions, increased State Water Project allocation, and the termination of Zone 7's water shortage emergency, staff recommend that the City Council terminate the City's water shortage emergency, deactivate water use restrictions, and deactivate water conservation rates. If approved, the attached resolution would activate standard water rates on June 1, 2023.

FISCAL AND ADMINISTRATIVE IMPACTS

Terminating the Stage 2 water shortage emergency will result in a decrease in the amount of staff time dedicated to drought outreach, publication, and enforcement. Staff also anticipates a decrease in the volume of phone calls to the Utility Billing section in Finance. Restoring standard rates will result in a small amount of staff time to change the rates in the billing system. Staff do not anticipate any additional costs or staff resources.

COMMUNITY PILLAR

1: A Safe Community That Thrives

GOAL

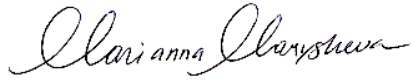
11: Operate and maintain municipal water systems that provide safe, efficient delivery of potable and recycled water, collect, and treat wastewater, and comply with all federal, state, and local regulations

ATTACHMENTS

1. Resolution

Prepared by: Jennifer James
Administrative Technician

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION TO TERMINATE THE WATER SHORTAGE
EMERGENCY DECLARED ON SEPTEMBER 27, 2021; DEACTIVATE
ALL WATER USE RESTRICTIONS FOR STAGE 1 AND STAGE 2 OF
THE WATER SHORTAGE CONTINGENCY PLAN; AND DEACTIVATE
STAGE 1 WATER CONSERVATION RATES**

On September 27, 2021, in response to a declaration of emergency by the Governor and the Zone 7 Board of Directors, the City Council declared a water shortage emergency and enacted Stage 2 of the Water Shortage Contingency Plan (WSCP) and Stage 1 conservation rates.

During the winter of 2022-23, significant rain and snowfall resulted in an increase in stored water throughout the state.

On March 24, 2023, California Governor, Gavin Newsom, issued an executive order to end the water shortage emergency that he originally declared on May 10, 2021. On April 19, 2023, the Zone 7 Board of Directors also terminated their water shortage emergency.

Based on the above, there is no longer a shortage of water supply and no need to continue implementation of the Livermore WSCP.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Terminates the Water Shortage Emergency originally declared on September 27, 2021.
2. Deactivates the Water Shortage Contingency Plan.
3. Deactivates Stage 1 Water Conservation Rates effective on June 1, 2023.
4. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 8, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Tara Mazzanti

Tara Mazzanti
Assistant City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 5.6

DATE: May 8, 2023
TO: Honorable Mayor and City Council
FROM: Christine Martin, Assistant City Manager
SUBJECT: Resolution authorizing the display of the rainbow pride flag for the month of June 2023.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution authorizing the display of the rainbow pride flag on the flagpole at the Civic Center Campus for the month of June 2023.

SUMMARY

Consistent with the Commemorative Flag Display policy, the City Council directed staff to agendize a resolution for Council consideration which would authorize the display of the rainbow pride flag at the Civic Center campus for the month of June 2023.

DISCUSSION

At the September 23, 2019 Council meeting, Council adopted a Commemorative Flag Display policy. The policy allows the Mayor (by placing an item on the Council agenda) or a Council Member (by making a request at a Council meeting during "Matters Initiated") to request display of a commemorative flag at the Civic Center campus on the City of Livermore flagpole, beneath the City of the Livermore flag. Once a request has been made by the Mayor or a Council Member, the Council will consider the request at a duly noticed public meeting.

The City's policy is constructed to allow the display of commemorative flags as a form of government expression. Such flags may be displayed for a period of time that is reasonable or customary for the subject that is to be commemorated, but no more than thirty-one consecutive days.

Consistent with the policy, the City Council through a Matters Initiated at their April 10, 2023, meeting, directed staff to agendize a resolution for Council consideration which would authorize the display of the rainbow pride flag for the month of June 2023, in order to commemorate Pride Month.

FISCAL AND ADMINSTRATIVE IMPACTS

There are no fiscal or administrative impacts associated with flying the pride flag for the month June 2023.

COMMUNITY PILLAR

4: Inclusive and Inviting Spaces and Places

GOAL

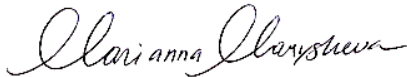
6: Affirm equity and inclusion by reflecting the diverse local community in services, programming and staffing.

ATTACHMENTS

1. Resolution

Prepared by: Christine Martin
Assistant City Manager

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING THE DISPLAY OF THE RAINBOW
PRIDE FLAG FOR THE MONTH OF JUNE 2023**

On September 23, 2019, the City Council adopted a commemorative flag display policy. Consistent with the commemorative flag display policy, the City Council requested display of the rainbow pride flag for the month of June 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby directs staff to display the rainbow pride flag for the month of June 2023, consistent with the commemorative flag display policy.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 8, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason R. Alcala
Jason R. Alcala
City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 6.1

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Scott Lanphier, Public Works Director

SUBJECT: Public hearing to approve the Livermore Sanitation, Inc. requested rate increase of 5.88% in the solid waste, recyclable materials, and compostable materials service rates to be effective July 1, 2023.

RECOMMENDED ACTION

Staff recommends the City Council adopt a resolution finding that the index-based rate adjustment is consistent with the methodology in the Franchise Agreement, therefore approving a 5.88% increase in the Solid Waste, Recyclable Materials, and Compostable Materials Service rates as set forth in the revised Exhibit H which is attached as Exhibit A to the resolution, effective July 1, 2023.

SUMMARY

On December 30, 2022, Livermore Sanitation, Inc. (LSI) submitted the required rate adjustment application indicating a baseline cost increase of 5.88% is necessary.

Staff recommends that the City Council approve the requested rates as described in Exhibit H (Exhibit A to the Resolution) to be effective July 1, 2023.

DISCUSSION

On April 27, 2020, the City Council adopted a resolution authorizing the execution of the Third Amended and Restated Agreement with Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement). This action extended the Franchise Agreement term for a minimum period of 10 years, until June 30, 2030, and included new trucks and other equipment, and enhanced services for the Livermore rate payers.

In the fall of 2022, the City Council approved the sale of LSI to another company, Waste Connections, along with their holdings in San Jose and Milpitas, and parts of eastern Alameda County served by LSI.

The transaction was final on December 1, 2022, and LSI is now owned by Waste Connections. There were no other substantive changes to the Franchise Agreement as a result of this sale.

For the rate period commencing July 1, 2023, the Franchise Agreement allows LSI to adjust its rates using an index-based methodology. The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and percentage change in the disposal fees. The City's role in approving the rate increase is to determine that the rate adjustment is consistent with the methodology, as identified in the Franchise Agreement.

As required by the Franchise Agreement, LSI submitted a rate adjustment application for Rate Year 14 (FY 2023-24) on December 30, 2022, initially requesting a 7.23% rate increase. After staff review, a 5.88% increase was determined consistent with the rate adjustment methodology identified in the Franchise Agreement. Therefore, Rate 14 Total Calculated Costs for all services are projected to equal \$32.04 million, a 5.88% increase compared to Rate Year 13 Total Calculated Costs.

A 5.88% increase is consistent with recent inflation statistics and is also somewhat less than other area jurisdictions have approved or are considering. For example, the City of San Ramon raised rates nearly 10% effective January 1, 2023, and the City of Pleasanton is estimating that their increase beginning July 1, 2023, could be as high as 8%.

According to Article 8 of the Franchise Agreement, LSI is responsible for proposing rates; the City Council is responsible for approving rates, if they are consistent with the stated methodology. Currently, 20- and 32-gallon subscriptions make up more than 80% of the approximately 26,700 residential accounts in Livermore. Proposed rates for residential customers and commercial customers that subscribe to cart service are noted in Table 1; all customer increases are available in Exhibit H (Exhibit A to the Resolution) of the Franchise Agreement.

Commercial, and Single- and Multi-family Accounts	Current Monthly Rates	Proposed Rate Rate Year 14 (FY 2023-2024)	Increase Per Month	Number of Residential Subscriptions to Cart Services	Percent of Residential Subscriptions to Cart Services
20-gal Cart	\$30.94	\$32.76	\$1.82	9,258	35%
32-gal Cart	\$40.63	\$43.02	\$2.39	12,304	46%
64-gal Cart	\$60.36	\$63.91	\$3.55	4,528	17%
96-gal Cart	\$94.26	\$99.80	\$5.54	601	2%

Table 1 – Current and Proposed Rates and Subscriptions

Staff recommends that the City Council approve an increase to rates for all customers by 5.88%.

FISCAL AND ADMINISTRATIVE IMPACTS

The City's General Fund currently receives approximately \$3 million in franchise fees annually from LSI. The proposed rate changes would result in an increase in the amount of franchise fee received by approximately \$150,000 which is included in the FY 2023-25 biennial budget proposal.

COMMUNITY PILLAR

3: Environmental Stewardship

GOAL CATEGORY

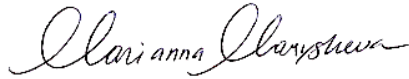
1: Develop, maintain, and manage the City's solid waste contract

ATTACHMENTS

1. Resolution
2. Exhibit A - Rates for Rate Period Fourteen - Exhibit H

Prepared by: Judy Erlandson
Acting Assistant Public Works Director

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

**A RESOLUTION AUTHORIZING AN AMENDMENT UPDATING EXHIBIT H OF THE
THIRD AMENDED AND RESTATED AGREEMENT WITH LIVERMORE SANITATION,
INC. TO INCLUDE RATE YEAR FOURTEEN ADJUSTMENTS**

On September 28, 2009, the Livermore City Council adopted Resolution No. 2009-189 approving a franchise agreement for solid waste collection services: *Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (the "Original Agreement").

On May 9, 2011, the City Council adopted Resolution No. 2011-069 approving the *Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

On September 8, 2014, the City Council adopted Resolution No. 2014-141 approving the *Second Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services*.

On June 8, 2015, the City Council adopted Resolution No. 2015-075 approving the Special Rate Review Amendment to the Franchise Agreement.

On November 9, 2015, the City Council adopted Resolution No. 2015-157 approving the Second Amendment to the Franchise Agreement.

On April 27, 2020, the City Council adopted Resolution No. 2020-051 approving the *Third Amended and Restated Agreement between the City of Livermore and Livermore Sanitation, Inc. for Solid Waste, Recyclable Materials and Compostable Materials Services* (the "Franchise Agreement").

For the rate period commencing July 1, 2023, the Franchise Agreement allows Livermore Sanitation, Inc. to adjust its rates using an index-based methodology. The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and the percentage change in the tipping fees. The City of Livermore's role in approving an index-based rate increase is to determine whether the requested rate adjustment is consistent with the methodology.

City staff reviewed the requested rate adjustments to be effective July 1, 2023, and determined that they comply with the rate methodology in the Franchise Agreement, and staff therefore recommended its approval by the City Council.

Following the public hearing and review, the City Council agreed to the recommended rate structure and services provided in connection therewith to the Franchise Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Livermore that it hereby:

1. Finds, based upon staff's recommendation, that the index-based rate adjustment is consistent with the methodology in the Franchise Agreement, and therefore approves, effective July 1, 2023, the Solid Waste, Recyclable Materials, and Compostable Materials Service rates shall be as set forth in the revised Exhibit H which is attached as Exhibit A to this resolution, and be incorporated for all purposes into the Franchise Agreement.
2. Authorizes the City Manager to take whatever actions are necessary and appropriate to carry out the purpose and intent of this resolution, including approving minor changes to the proposed amendment.

On motion of Council Member _____, seconded by Council Member _____, the foregoing resolution was passed and adopted on May 8, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

ATTEST:

APPROVED AS TO FORM:

Marie Weber
City Clerk

/s/ Jason Alcala

Jason Alcala
City Attorney

Exhibit A - Exhibit H Customer Rates for Rate Period Fourteen
(effective July 1, 2023 – June 30, 2024)

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR SINGLE FAMILY CART SERVICE CUSTOMERS

Basic Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate	Backyard or Sideyard Monthly Rate
20-gallon Solid Waste Cart*	\$32.76	\$40.33
32-gallon Solid Waste Cart*	\$43.02	\$60.76
64-gallon Solid Waste Cart*	\$63.91	\$100.05
96-gallon Solid Waste Cart*	\$99.80	\$156.74
Additional Carts (Rate per Additional Cart per Month)		
Extra 32-gallon Solid Waste Cart	\$38.29	\$56.64
Extra 64-gallon Solid Waste Cart	\$70.24	\$105.78
Extra 96-gallon Solid Waste Cart	\$102.96	\$156.04
Extra Compostable Materials Cart*	\$10.84	\$10.84
Extra Recyclable Materials Cart*	\$10.84	\$10.84

* Monthly rate also includes one 96-gallon Cart for Compostables and one 96-gallon Cart for Recyclables. Customers can request smaller cart sizes for Recyclables or Compostables; however, the monthly rate shall be the same as listed above.

Income-Based Program Monthly Collection Service (including Recyclables and Compostables)

Container Size	Curbside Monthly Rate
20-gallon Solid Waste Cart**	\$32.76
32-gallon Solid Waste Cart**	\$32.76
64-gallon Solid Waste Cart**	\$32.76

** Must qualify and Participate in the Pacific Gas and Electric Company's California Alternate Rates for Energy (CARE) Program

** If CARE Program discontinued Income-Based Program may be discontinued

** Only customers with individual Single Family accounts are eligible

**Verification required every year to participate

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

(Applicable for Single Family, Multi-Family, Commercial, and Government Customers)

Material Type	Examples	Rate Per Pickup
E-Waste	Cell Phones, CPUs, Monitors, Copiers, Fax Machines, Laptops, Mouse, Keyboards, Printers, Televisions, Radios, Stereos, Speakers, Telephones, VCRs, DVDs, and Camcorders	\$28.13
Major Appliances	Air Conditioners, Refrigerators, Freezers any items containing oil, fuel or Freon	\$140.69
Bulky Items	All other large items Bathtubs, furniture, bicycles used exercise equipment beds, box springs, tires etc.	\$70.35

Rates for Miscellaneous Service for Single Family Cart and Multi Family Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$180.74
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$35.45
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$130.11
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$94.47
Trip Charge	If driver must return due to Resident error, such as failure to place Cart Curbside before Collection time, overfilled Cart, incorrect Cart placement, contaminated materials	\$16.37
Cart Delivery / Pick-Up	Cart delivery/pick-up (charge if Customer requests a change in Cart size more than once per year)	\$16.37
Organic Overage	Company supplied Kraft bag paid for in advance	\$11.27
Organic Overage	Customer supplied Kraft Bag	\$7.03

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR MULTI FAMILY CART SERVICE CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$43.02	\$88.35	\$134.51	\$182.34	\$231.87	\$283.06
64-gallon Cart	\$63.91	\$131.78	\$200.91	\$272.53	\$346.70	\$423.37
96-gallon Cart	\$99.81	\$206.45	\$315.06	\$427.63	\$544.16	\$664.62

* Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$0.00	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$0.00	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$0.00	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$0.00	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.84	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$10.84	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$10.84	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$10.84	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$10.84	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$10.84	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

*** Multi-Family Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$12.53	\$26.44	\$42.88
Pick-Up Other than Regularly Scheduled Day	\$12.53	\$26.44	\$42.88

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Multi Family customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Service

Additional rates for miscellaneous service for Multi Family cart customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR COMMERCIAL CART CUSTOMERS

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$43.02	\$88.35	\$134.51	\$182.34	\$231.87	\$283.06
64-gallon Cart	\$63.91	\$131.78	\$200.91	\$272.53	\$346.70	\$423.37
96-gallon Cart	\$99.81	\$206.45	\$315.06	\$427.63	\$544.16	\$664.62

* Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$0.00	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$0.00	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$0.00	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$0.00	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$34.42	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$51.13	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$79.84	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$34.42	\$70.68	\$107.61	\$145.87	\$185.50	\$226.45
64-gallon Cart	\$51.13	\$105.42	\$160.73	\$218.03	\$277.36	\$338.70
96-gallon Cart	\$79.84	\$165.16	\$252.04	\$342.10	\$435.33	\$531.70

*** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$12.53	\$26.44	\$42.88
Pick-Up Other than Regularly Scheduled Day	\$12.53	\$26.44	\$42.88

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for commercial customers are provided on Page H-1 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR COMMERCIAL AND RESIDENTIAL BIN CUSTOMERS

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$126.07	\$257.18	\$393.32	\$534.52	\$680.76	\$849.65	\$252.15	\$514.36	\$786.65	\$1,069.04	\$1,361.53	\$1,699.29
2 cubic yard	\$252.12	\$514.35	\$803.30	\$1,091.67	\$1,390.34	\$1,734.75	\$504.26	\$1,028.69	\$1,606.60	\$2,183.35	\$2,780.66	\$3,469.50
3 cubic yard	\$378.20	\$787.85	\$1,204.96	\$1,671.66	\$2,129.00	\$2,602.11	\$756.40	\$1,575.72	\$2,409.92	\$3,343.33	\$4,258.01	\$5,204.22
4 cubic yard	\$504.27	\$1,050.48	\$1,640.13	\$2,228.88	\$2,838.67	\$3,540.38	\$1,008.54	\$2,100.95	\$3,280.24	\$4,457.76	\$5,677.34	\$7,080.75
5 cubic yard	\$643.67	\$1,340.48	\$2,050.16	\$2,843.02	\$3,620.83	\$4,514.07	\$1,287.34	\$2,680.96	\$4,100.31	\$5,686.05	\$7,241.68	\$9,028.16
6 cubic yard	\$772.41	\$1,608.58	\$2,460.18	\$3,411.63	\$4,345.00	\$5,416.89	\$1,544.83	\$3,217.16	\$4,920.36	\$6,823.27	\$8,689.99	\$10,833.78
7 cubic yard	\$901.14	\$1,876.69	\$2,928.86	\$3,980.24	\$5,170.68	\$6,442.98	\$1,802.29	\$3,753.36	\$5,857.72	\$7,960.48	\$10,341.35	\$12,885.96

**** Commercial Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$100.85	\$205.74	\$314.66	\$427.62	\$544.61	\$679.72	\$201.72	\$411.49	\$629.32	\$855.23	\$1,089.22	\$1,359.43
2 cubic yard	\$201.70	\$411.48	\$642.64	\$873.34	\$1,112.27	\$1,387.80	\$403.41	\$822.95	\$1,285.28	\$1,746.68	\$2,224.53	\$2,775.60
3 cubic yard	\$302.56	\$630.28	\$963.97	\$1,337.33	\$1,703.20	\$2,081.69	\$605.12	\$1,260.58	\$1,927.94	\$2,674.66	\$3,406.41	\$4,163.38
4 cubic yard	\$403.41	\$840.38	\$1,312.10	\$1,783.10	\$2,270.94	\$2,832.30	\$806.83	\$1,680.76	\$2,624.19	\$3,566.21	\$4,541.87	\$5,664.60
5 cubic yard	\$514.94	\$1,072.38	\$1,640.13	\$2,274.42	\$2,896.67	\$3,611.26	\$1,029.87	\$2,144.77	\$3,280.25	\$4,548.84	\$5,793.34	\$7,222.52
6 cubic yard	\$617.93	\$1,286.86	\$1,968.14	\$2,729.31	\$3,476.00	\$4,333.51	\$1,235.86	\$2,573.73	\$3,936.28	\$5,458.61	\$6,951.99	\$8,667.03
7 cubic yard	\$720.92	\$1,501.35	\$2,343.09	\$3,184.19	\$4,136.54	\$5,154.38	\$1,441.83	\$3,002.69	\$4,686.17	\$6,368.39	\$8,273.08	\$10,308.77

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$100.85	\$205.74	\$314.66	\$427.62	\$544.61	\$679.72	\$201.72	\$411.49	\$629.32	\$855.23	\$1,089.22	\$1,359.43
2 cubic yard	\$201.70	\$411.48	\$642.64	\$873.34	\$1,112.27	\$1,387.80	\$403.41	\$822.95	\$1,285.28	\$1,746.68	\$2,224.53	\$2,775.60
3 cubic yard	\$302.56	\$630.28	\$963.97	\$1,337.33	\$1,703.20	\$2,081.69	\$605.12	\$1,260.58	\$1,927.94	\$2,674.66	\$3,406.41	\$4,163.38
4 cubic yard	\$403.41	\$840.38	\$1,312.10	\$1,783.10	\$2,270.94	\$2,832.30	\$806.83	\$1,680.76	\$2,624.19	\$3,566.21	\$4,541.87	\$5,664.60
5 cubic yard	\$514.94	\$1,072.38	\$1,640.13	\$2,274.42	\$2,896.67	\$3,611.26	\$1,029.87	\$2,144.77	\$3,280.25	\$4,548.84	\$5,793.34	\$7,222.52
6 cubic yard	\$617.93	\$1,286.86	\$1,968.14	\$2,729.31	\$3,476.00	\$4,333.51	\$1,235.86	\$2,573.73	\$3,936.28	\$5,458.61	\$6,951.99	\$8,667.03

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$32.22	\$64.42	\$96.66	\$128.83	\$193.26	\$225.46	\$64.44	\$128.85	\$193.32	\$257.66	\$386.51	\$450.92
Pick-Up Other than Regularly Scheduled Day	\$57.24	\$87.97	\$118.98	\$149.66	\$205.76	\$242.10	\$114.48	\$175.94	\$237.96	\$299.32	\$411.51	\$484.20

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Commercial bin customers are provided on Page H-10 of this Exhibit.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

Contaminated Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$25.06	\$52.88	\$85.76
Pick-Up Other than Regularly Scheduled Day	\$25.06	\$52.88	\$85.76

Contaminated Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$64.44	\$128.85	\$193.32	\$257.66	\$386.51	\$450.92	\$128.88	\$257.70	\$386.64	\$515.33	\$773.01	\$901.85
Pick-Up Other than Regularly Scheduled Day	\$114.48	\$175.94	\$237.96	\$299.32	\$411.51	\$484.20	\$228.95	\$351.87	\$475.92	\$598.64	\$823.02	\$968.40

Rates for Miscellaneous Services for Commercial and Residential Bin and Commercial Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin, Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$180.74
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$35.45
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$130.11
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$94.47
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$16.37
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$16.37
Overage Charge	Per cubic yard rate	\$24.57
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	\$93.23
Lost Lock	Fee for replacing lost lock	\$32.67
Steam Cleaning Bin	Charge per visit	\$165.78
Steam Cleaning Cart	Charge per visit	\$94.47

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR GOVERNMENT CART CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Solid Waste Collection Rates (Cost per month)*

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$21.51	\$44.18	\$67.26	\$91.17	\$115.94	\$141.53
64-gallon Cart	\$31.95	\$65.89	\$100.45	\$136.27	\$173.35	\$211.69
96-gallon Cart	\$49.90	\$103.23	\$157.53	\$213.82	\$272.08	\$332.31

* Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for More Frequent Service (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$0.00	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$0.00	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Compostables Collection Rates for More Frequent Service (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$0.00	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$0.00	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$0.00	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Collection Rates for Additional Carts (Cost per Month)**

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$17.21	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$25.56	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$39.92	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

Compostables Collection Rates for Additional Carts (Cost per Month)***

Container Size	Pick-Ups per Week					
	1	2	3	4	5	6
32-gallon Cart	\$17.21	\$35.34	\$53.81	\$72.94	\$92.75	\$113.22
64-gallon Cart	\$25.56	\$52.71	\$80.36	\$109.01	\$138.68	\$169.35
96-gallon Cart	\$39.92	\$82.58	\$126.02	\$171.05	\$217.66	\$265.85

*** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up Service for Solid Waste, Recyclables or Compostables Cart (Cost per Pick-Up)

	Container Size		
	32 to 35-gal	64-gal	96-gal
Pick-Up On Regularly Scheduled Day	\$6.26	\$13.22	\$21.44
Pick-Up Other than Regularly Scheduled Day	\$6.26	\$13.22	\$21.44

Solid Waste Rates (Cost per Month per Bin)****

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$63.03	\$128.59	\$196.66	\$267.26	\$340.38	\$424.82	\$126.07	\$257.18	\$393.32	\$534.52	\$680.76	\$849.65
2 cubic yard	\$126.06	\$257.17	\$401.65	\$545.84	\$695.17	\$867.38	\$252.13	\$514.35	\$803.30	\$1,091.68	\$1,390.33	\$1,734.75
3 cubic yard	\$189.10	\$393.93	\$602.48	\$835.83	\$1,064.50	\$1,301.06	\$378.20	\$787.86	\$1,204.96	\$1,671.66	\$2,129.00	\$2,602.11
4 cubic yard	\$252.13	\$525.24	\$820.06	\$1,114.44	\$1,419.34	\$1,770.19	\$504.27	\$1,050.48	\$1,640.12	\$2,228.88	\$2,838.67	\$3,540.37
5 cubic yard	\$321.84	\$670.24	\$1,025.08	\$1,421.51	\$1,810.42	\$2,257.04	\$643.67	\$1,340.48	\$2,050.16	\$2,843.02	\$3,620.84	\$4,514.08
6 cubic yard	\$386.20	\$804.29	\$1,230.09	\$1,705.82	\$2,172.50	\$2,708.45	\$772.42	\$1,608.58	\$2,460.18	\$3,411.63	\$4,345.00	\$5,416.89
7 cubic yard	\$450.57	\$938.34	\$1,464.43	\$1,990.12	\$2,585.34	\$3,221.49	\$901.14	\$1,876.68	\$2,928.86	\$3,980.24	\$5,170.68	\$6,442.98

**** Government Solid Waste collection rates include weekly service of 96-gallons of Organics and 96-gallons of Recyclables. Additional Organics and Recyclables carts, larger bins, and up to six days of collection are available at the established rates. A subscription to an adequate level of Solid Waste service is required. Customers may request less than 96-gallons of Organics or Recyclables collection but the monthly Solid Waste rate will not be discounted.

Recyclables Rates (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$50.43	\$102.87	\$157.33	\$213.81	\$272.31	\$339.86	\$100.86	\$205.74	\$314.66	\$427.62	\$544.61	\$679.72
2 cubic yard	\$100.85	\$205.74	\$321.32	\$436.67	\$556.13	\$693.90	\$201.70	\$411.48	\$642.64	\$873.34	\$1,112.26	\$1,387.80
3 cubic yard	\$151.28	\$315.14	\$481.98	\$668.67	\$851.60	\$1,040.84	\$302.56	\$630.29	\$963.97	\$1,337.33	\$1,703.20	\$2,081.69
4 cubic yard	\$201.71	\$420.19	\$656.05	\$891.55	\$1,135.47	\$1,416.15	\$403.41	\$840.38	\$1,312.10	\$1,783.10	\$2,270.94	\$2,832.30
5 cubic yard	\$257.47	\$536.19	\$820.06	\$1,137.21	\$1,448.33	\$1,805.63	\$514.94	\$1,072.38	\$1,640.13	\$2,274.42	\$2,896.67	\$3,611.26
6 cubic yard	\$308.96	\$643.43	\$984.07	\$1,364.65	\$1,738.00	\$2,166.76	\$617.93	\$1,286.87	\$1,968.14	\$2,729.31	\$3,476.00	\$4,333.51
7 cubic yard	\$360.46	\$750.67	\$1,171.54	\$1,592.10	\$2,068.27	\$2,577.19	\$720.92	\$1,501.34	\$2,343.09	\$3,184.19	\$4,136.54	\$5,154.38

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

Compostables (Cost per Month per Bin)

Bin Size	Loose Materials						Compacted Materials					
	Pick-Ups per Week						Pick-Ups per Week					
	1	2	3	4	5	6	1	2	3	4	5	6
1 cubic yard	\$50.43	\$102.87	\$157.33	\$213.81	\$272.31	\$339.86	\$100.86	\$205.74	\$314.66	\$427.62	\$544.61	\$679.72
2 cubic yard	\$100.85	\$205.74	\$321.32	\$436.67	\$556.13	\$693.90	\$201.70	\$411.48	\$642.64	\$873.34	\$1,112.26	\$1,387.80
3 cubic yard	\$151.28	\$315.14	\$481.98	\$668.67	\$851.60	\$1,040.84	\$302.56	\$630.29	\$963.97	\$1,337.33	\$1,703.20	\$2,081.69
4 cubic yard	\$201.71	\$420.19	\$656.05	\$891.55	\$1,135.47	\$1,416.15	\$403.41	\$840.38	\$1,312.10	\$1,783.10	\$2,270.94	\$2,832.30
5 cubic yard	\$257.47	\$536.19	\$820.06	\$1,137.21	\$1,448.33	\$1,805.63	\$514.94	\$1,072.38	\$1,640.13	\$2,274.42	\$2,896.67	\$3,611.26
6 cubic yard	\$308.96	\$643.43	\$984.07	\$1,364.65	\$1,738.00	\$2,166.76	\$617.93	\$1,286.87	\$1,968.14	\$2,729.31	\$3,476.00	\$4,333.51

RATES GOVERNMENT BIN SERVICE CUSTOMERS (cont.)

Additional On-Call Pick-Up for Solid Waste, Recyclables or Compostables Bin (Cost per Pick-Up)

	Loose Materials						Compacted Materials					
	Container Size						Container Size					
	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd	1 cu yd	2 cu yd	3 cu yd	4 cu yd	5 cu yd	6 cu yd
Pick-Up On Regularly Scheduled Day	\$16.11	\$32.21	\$48.33	\$64.42	\$96.63	\$112.73	\$32.22	\$64.42	\$96.66	\$128.83	\$193.25	\$225.46
Pick-Up Other than Regularly Scheduled Day	\$28.62	\$43.98	\$59.49	\$74.83	\$102.88	\$121.05	\$57.24	\$87.97	\$118.98	\$149.66	\$205.76	\$242.10

Rates for Bulky Items and E-Waste On-Call Pick-Up Service

Rates for bulky items and e-waste on-call pick-up service for Government customers are provided on Page H-1 of this Exhibit.

Rates for Miscellaneous Services for Government Bin and Cart Customers

Service	Description of Service	Rate per Occurrence
Handy Hauler Service (4 Cubic Yard Bin; Temporary Use)	Per placement and removal of 4 cubic yard bin provided for occasional use	\$90.37
	Rate for rental of 4 cubic yard bin in excess of 7 days	\$17.72
	Per pull and return of 4 cubic yard bin (pull and return involves the collection of solid waste at the premises and leaving the empty handy hauler on the premises)	\$65.05
Cart Replacement	Charge if customer requires cart replacement in excess of one replacement per year at no cost for each instance of container replacement related to service level changes due to delinquent payment, damage or theft.	\$47.24
Trip Charge (for Bin)	If driver must return due to Customer error, such as failure to make Bin accessible before Collection time, overfilled Bin, incorrect Bin placement, contaminated materials)	\$8.19
Trip Charge (for Carts)	If driver must return due to customer error, such as failure to make Cart accessible before collection time, overfilled Cart, incorrect Cart placement, contaminated materials)	\$8.19
Overage Charge	Per cubic yard rate	\$12.29
Standby Charge	Charge for waiting for access to Cart/Bin or for Cart/Bin to be loaded	\$46.62
Lost Lock	Fee for replacing lost lock	\$16.34
Steam Cleaning Bin	Charge per visit	\$82.89
Steam Cleaning Cart	Charge per visit	\$47.24

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR DROP BOX AND COMPACTOR CUSTOMERS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	\$236.08	Not Available	\$236.08	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$944.33	Not Available	\$566.60	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$393.41	\$1,180.41	\$236.08	\$708.25	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$1,259.11	Not Available	\$755.46	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$524.63	\$1,573.88	\$314.78	\$944.33	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$1,888.65	Not Available	\$1,133.19	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$1,967.35	Not Available	\$1,180.41	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$786.94	\$2,360.82	\$472.16	\$1,416.49	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$1,049.26	\$3,147.76	\$629.55	\$1,888.65	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$40.05
Recyclables	\$0.00
Compostables	\$40.05
Brick	\$35.50
Dirt*	\$45.50
Wood*	\$100.50
Treated Wood Waste (minimum charge of \$400.00)*	\$135.00
Metal	\$118.00
Christmas Trees	\$36.38
Concrete*	\$35.50
Construction and demolition debris (mixed)	\$109.15

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change. Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$129.08
Certificate of Destruction	All box sizes	\$472.67
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$5.15
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.00
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$488.00
Impound Fee	Per item	\$178.73
Mattresses	Per item	\$99.00
Placement Charge	All box sizes	\$69.67
Relocation Fee	All box sizes	\$103.99
Special Handling Fee	Per charges from landfill on weight ticket.	\$488.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$93.23
Steam Cleaning - Compactor	All box sizes	\$172.25
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$52.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$70.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$118.00

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR GOVERNMENT DROP BOX AND COMPACTOR CUSTOMERS

(Qualifying Government Customers include Federal and State facilities located within the City of Livermore)

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

	Loose Solid Waste Materials	Compacted Solid Waste Materials	Loose Recycling, Organics and C&D Materials	Compacted Recycling and Organics Materials	
Container Size	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	\$118.04	Not Available	\$118.04	Not Available	Disposal or processing costs for actual tonnage collected
12 cubic yards	Not Available	\$472.16	Not Available	\$283.30	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$196.70	\$590.21	\$118.04	\$354.12	Disposal or processing costs for actual tonnage collected
16 cubic yards	Not Available	\$629.55	Not Available	\$377.73	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$262.31	\$786.94	\$157.39	\$472.17	Disposal or processing costs for actual tonnage collected
24 cubic yards	Not Available	\$944.33	Not Available	\$566.60	Disposal or processing costs for actual tonnage collected
25 cubic yards	Not Available	\$983.67	Not Available	\$590.20	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$393.47	\$1,180.41	\$236.08	\$708.25	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$524.63	\$1,573.88	\$314.78	\$944.33	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton
Solid Waste	\$40.05
Recyclables	\$0.00
Compostables	\$40.05
Brick	\$35.50
Dirt*	\$45.50
Wood*	\$100.50
Treated Wood Waste (minimum charge of \$400.00)*	\$135.00
Metal	\$118.00
Christmas Trees	\$36.38
Concrete*	\$35.50
Construction and demolition debris (mixed)	\$109.15

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.

Per-ton rates for these materials shall be equal to the gate rate posted at Vasco Road landfill for each material type. Loads characterized as contaminated (garbage in organics, or garbage in recyclables for example) by the processing facility shall be charged at loose garbage rates.

Rates for Miscellaneous Service for Government Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$129.08
Certificate of Destruction	All box sizes	\$472.67
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$5.15
Environmental Fee	Rate charged at landfill - per load for Dirt Boxes.	\$18.00
Fuel Fee	Rate charged at landfill for Dirt Boxes.	Variable
Hard to Handle Loads	Per charges from landfill on weight ticket.	\$488.00
Impound Fee	Per item	\$178.73
Mattresses	Per item	\$99.00
Placement Charge	All box sizes	\$69.67
Relocation Fee	All box sizes	\$103.99
Special Handling Fee	Per charges from landfill on weight ticket.	\$488.00
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$93.23
Steam Cleaning - Compactor	All box sizes	\$172.25
Tires	On the rim - rates are double. Charge is dependent on tire size.	Variable
Television - Small	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$52.50
Television - Large	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$70.00
White Goods (Appliances)	Charged per item when found in Drop Box or Compactor loads at the landfill.	\$118.00

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR GOVERNMENT RCI CERTIFICATION/LEED PROJECTS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

Loose Recycling and C&D Materials		
Container Size	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	\$118.04	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$196.70	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$262.31	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$393.47	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$524.63	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton	Minimum
Wood Debris	\$50.00	\$110.00
Wood Debris Mixed	\$88.00	\$110.00
Demolition Debris	\$88.00	\$110.00
Demolition Debris Mixed	\$88.00	\$110.00
Construction Debris	\$88.00	\$110.00
Construction Debris Mixed	\$88.00	\$110.00
Concrete Mixed	\$66.00	\$110.00
Concrete Oversized	\$136.00	\$136.00
Cardboard Office Paper	\$18.00	\$18.00

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.
Per-ton rates for these materials shall be equal to the gate rate posted at Zanker landfill for each material type.

Rates for Miscellaneous Service for RCI Certification Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$129.08
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$5.15
Placement Charge	All box sizes	\$69.67
Relocation Fee	All box sizes	\$103.99
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$93.23

EXHIBIT H
CUSTOMER RATES FOR RATE PERIOD FOURTEEN
(Effective July 1, 2023 - June 30, 2024)

EXHIBIT A

RATES FOR RCI CERTIFICATION/LEED PROJECTS

Per-Pull Rates*

Customer shall be charged a per-pull rate each time its drop box or compactor box is serviced. In addition, customer will be charged for each ton of material collected at rates listed below.

*Customers will be charged full Per-Pull Rate if the truck is unable to access container.

Loose Recycling and C&D Materials		
Container Size	Per-Pull Rate	Other Charges (See list below)
6 cubic yards	\$236.08	Disposal or processing costs for actual tonnage collected
15 cubic yards	\$393.41	Disposal or processing costs for actual tonnage collected
20 cubic yards	\$524.63	Disposal or processing costs for actual tonnage collected
30 cubic yards	\$786.94	Disposal or processing costs for actual tonnage collected
40 cubic yards	\$1,049.26	Disposal or processing costs for actual tonnage collected

Disposal and Processing Rates

In addition to the per-pull rate (listed above) charged each time the drop box or compactor box is serviced, the customer will be charged for each ton of material in the drop box or compactor box based on actual weight of materials. Per-ton rates are listed below. Per-ton charges will be made after materials are collected.

Material Type	Cost per Ton	Minimum
Wood Debris	\$50.00	\$110.00
Wood Debris Mixed	\$88.00	\$110.00
Demolition Debris	\$88.00	\$110.00
Demolition Debris Mixed	\$88.00	\$110.00
Construction Debris	\$88.00	\$110.00
Construction Debris Mixed	\$88.00	\$110.00
Concrete Mixed	\$66.00	\$110.00
Concrete Oversized	\$136.00	\$136.00
Cardboard Office Paper	\$18.00	\$18.00

* Per-ton rates for dirt, wood, concrete, and mixed construction and demolition debris are subject to change.
Per-ton rates for these materials shall be equal to the gate rate posted at Zanker landfill for each material type.

Rates for Miscellaneous Service for RCI Certification Drop Boxes and Compactor Boxes

Service	Description of Service	Rate per Occurrence
Cancellation Service	All box sizes	\$129.08
Demurrage Charge	Rate for rental of Drop Box or Compactor in excess of 7 days - per day	\$5.15
Placement Charge	All box sizes	\$69.67
Relocation Fee	All box sizes	\$103.99
Standby Fee (Driver Time)	Charge for waiting for access to Box or for Box to be loaded.	\$93.23



CITY COUNCIL STAFF REPORT

ITEM NO. 6.2

DATE: May 8, 2023

TO: Honorable Mayor and City Council

FROM: Jeramy Young, Police Chief

SUBJECT: Hearing to **introduce an ordinance** amending Livermore Municipal Code (LMC) Chapter 9.40 - Fireworks, to include additional prohibitions and penalties related to the sale, possession, and use of fireworks.

RECOMMENDED ACTION

Staff recommends City Council introduce an ordinance amending LMC Chapter 9.40 - Fireworks, adding a social hosting provision and administrative fines and penalties.

SUMMARY

Throughout each year, especially around the Fourth of July, the Livermore Police Department receives numerous complaints about fireworks. The majority of the complaints are related to the associated loud noises and potential fire dangers. Historically, there have been minimal results from enforcement efforts. Staff researched options to improve Livermore's current municipal code in order to enhance the police department's ability to enforce fireworks related statutes and discourage the use of fireworks within the city.

DISCUSSION

California state law makes certain types of fireworks illegal to possess, while the current Livermore Municipal Code makes the sale, possession, or use of all fireworks illegal in the City of Livermore, absent a statutory exception. Despite these laws, fireworks are commonly discharged in the city. Staff expects nearly 100 complaints of illegal fireworks on the Fourth of July this year alone. Last year, there were 87 complaints, none of which resulted in citations.

Staff has identified several challenges to the enforcement of fireworks related laws. The main challenge is meeting the requirements of California Penal Code Section 836. This statute outlines when an officer may effect an arrest, including when they may issue a citation for an infraction or misdemeanor related to fireworks. The code requires that the offense be committed in the officer's presence. Staff's experience has shown that violators rarely sell, openly possess, or use fireworks directly in front of a police officer, which limits the officer's authority to take action on suspected violations.

Additional challenges are presented by the limitations of the reporting parties, who often have limited details about the offense and the specific identity of the offender. Frequently, they only heard a loud noise associated with a firework, and they have no information about who discharged it or the exact location it was discharged from. Sometimes they are able to identify an associated residence, but they can rarely identify an individual who was responsible. By law, if a witness saw a violator discharge a firework, they could place that person under a private person's arrest and co-sign a citation against them; however, that option is typically refused when offered by an officer.

In order to mitigate these challenges, staff researched other municipal ordinances that might offer remedies. Ultimately, staff proposed amendments to Livermore's current fireworks ordinance (Chapter 9.40), to include a social hosting provision (amended Section 9.40.060) and the discretion to utilize administrative fines and penalties (amended Section 9.40.070) that are not subject to the strict requirements of Penal Code Section 836.

The social hosting provision would hold hosts liable for the actions of their guests on their property, or within the public right-of-way adjacent to their property, when an individual violator cannot be identified. This change would provide officers with a tool to address groups of people gathering at or near a residence to use fireworks. Officers could use their observations and information from other sources, such as witness statements and fireworks debris, to issue an administrative citation to the homeowner, or person in charge of the gathering. Fines would not exceed \$500. Additional penalties could include cost recovery fees related to the law enforcement response. Livermore Municipal Code Sections 1.20 and 1.22 outline the process, including the appeals process, related to the issuance of administrative citations.

Although these amendments are unlikely to end the illegal use of fireworks in the City, they provide additional tools for law enforcement to address the issue and may discourage some people from hosting gatherings where fireworks are discharged. A reduction in fireworks usage is expected to proportionally reduce noise related nuisance complaints and associated fire dangers.

FISCAL AND ADMINISTRATIVE IMPACTS

The proposed amendments to Ordinance 9.40 are not expected to have any significant fiscal impact. Penalties could result in some minimal revenue but would not likely cover full response costs.

COMMUNITY PILLAR

1: A Safe Community that Thrives

GOAL

2: Provide proactive and effective public safety and crime prevention through direct enforcement and education, and in partnerships.

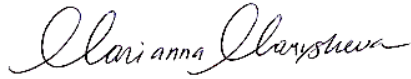
13 (revised): Focus enforcement (including Neighborhood Preservation) activities on community priorities.

ATTACHMENTS

1. Redline Changes to Municipal Code
2. Ordinance

Prepared by: Jason Boberg
Police Captain

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Chapter 9.40 FIREWORKS

Sections:

- + 9.40.010 Definitions.
- o 9.40.020 Sale, possession or use prohibited.
- o 9.40.030 Exceptions.
- o 9.40.040 Applicability of state fireworks law.
- o 9.40.050 Fireworks may be seized or destroyed by police.
- + [9.40.060](#) [Host Liability](#).
- + [9.40.070](#) ~~9.40.060~~ Violation – Penalty.

9.40.010 Definitions.

As used in this chapter:

A. “Approved site” means an area approved by the fire chief or fire marshal and prepared in such a manner as to prevent the ignition and spread of fire and the escape of fire to adjoining property.

B. “Fireworks” means and includes:

1. Any combustible or explosive composition or any substance or combination of substances or articles prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation, whether manufactured, homemade or improvised;
2. Fireworks classified by the State Fire Marshal as “dangerous fireworks” and as “safe and sane fireworks” pursuant to Health and Safety Code Sections 12561 and 12562;
3. Any pyrotechnic device for which the State Fire Marshal requires a license to manufacture, sell, transport or operate; and
4. Firecrackers, torpedoes, skyrockets, Roman candles, cherry bombs, sparklers, chasers, snakes or other fireworks of like or similar construction and any fireworks containing any explosive or flammable compound or substance.

This definition of fireworks does not include devices that are: (a) identified in Health and Safety Code Section 12540 which are not subject to the state fireworks law (Division 11, Part 2, of the Health and Safety Code, Section 12500 et seq.); (b) classified as exempt fireworks pursuant to Health and Safety Code Section 12565; (c) capable of making an audible popping sound and/or propelling confetti or streamers into the air when the device is twisted or a string is pulled, or a mild audible popping sound when dropped on the ground, provided such devices are not subject to the state fireworks law; or (d) that are classified as model rocket engines pursuant to Health and Safety Code Section 12565. (Ord. 1794 § 1, 2006; Ord. 1131 § 2, 1983; 1960 code § 9.30)

C. "Host" means a person who invites others to gather on a parcel of property that the person owns, possesses, or controls, or who organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the parcel of property. A governmental entity is expressly excluded from the meaning of the word "Host."

D. "Strictly liable" means liability for a wrongful act irrespective of such person's intent, knowledge, negligence or lack thereof in committing the wrongful act.

9.40.020 Sale, possession or use prohibited.

It is unlawful for any person to give away, sell, offer for sale, solicit the sale of, possess, purchase, use, ignite, explode, fire, or otherwise discharge any fireworks within the City. (Ord. 2065 § 1(A), 2018; Ord. 1794 § 1, 2006; Ord. 1131 § 2, 1983; 1960 code § 9.31)

9.40.030 Exceptions.

The provisions of this chapter shall not apply to the following:

A. A public display of fireworks by the City at an approved site. The City may contract with a licensed pyrotechnic operator to conduct the display. Any public display shall be performed in accordance with the requirements of the Health and Safety Code and the rules and regulations of the State Fire Marshal.

B. A public fireworks display or the use of fireworks for television, film, theater, or movie production, provided a permit therefor is first secured from the City.

A permit from the City may be secured by application to the city fire chief, who shall make a recommendation to the City Council for approval or disapproval and stating whether the applicant has secured all appropriate licenses from the State Fire Marshal for the type of fireworks to be used. The City Council may grant or deny such application for permit based upon the evidence before it, and may impose conditions upon the permit

requiring the applicant to obtain all necessary and appropriate permits and licenses from the State Fire Marshal before engaging in the display or use applied for.

C. The use by railroad or other transportation agencies for signal purposes or illumination by flares or fuses.

D. The sale or use of blank cartridges for theatrical purposes, athletic events, or military ceremonials. (Ord. 2065 § 1(A), 2018; Ord. 1794 § 1, 2006; Ord. 1131 § 2, 1983; 1960 code § 9.32)

9.40.040 Applicability of state fireworks law.

This chapter does not supersede the state fireworks law, but is intended to supplement the provisions of Division 11, Part 2, of the Health and Safety Code (Section 12500 et seq.) as well as the administrative regulations adopted pursuant to that law. (Ord. 1794 § 1, 2006)

9.40.050 Fireworks may be seized or destroyed by police.

Any member of the Livermore police department or the Livermore-Pleasanton fire department shall seize, take, remove or cause to be removed and arrange for the destruction at the expense of the owner of all fireworks offered or exposed for sale, stored, possessed, transported, or otherwise in violation of this chapter. (Ord. 1794 § 1, 2006)

9.40.060 Host Liability

A. It is unlawful for a host to allow a parcel of property that the host owns, possesses, or controls to be used in a manner prohibited by section 9.40.020, whether the violation is caused by the host or by any other person.

B. A host is strictly liable for any violation of section 9.40.020 that occurs during a gathering on property that the host owns, possesses, or controls, or in the public right-of-way immediately adjacent to the parcel of property that the host owns, possesses, or controls.

C. Notwithstanding the prohibitions in subsections (A) and (B) above, the provisions of this section shall not apply to a host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law enforcement or fire officials to complain about the violation of this chapter.

9.40.070 Violation – Penalty.

Persons violating this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed \$500.00, ~~or by imprisonment in the City or county jail for a period not exceeding 30 days, or by both such fine and imprisonment, and the license shall be revoked.~~ In lieu of criminal penalties, violations may also be handled administratively pursuant to Chapter 1.20. Administrative penalties may include administrative fines and recovery costs related to staff time.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING TITLE 9, CHAPTER 9.40, *FIREWORKS*, OF THE LIVERMORE MUNICIPAL CODE TO ADD ADDITIONAL PROHIBITIONS AND PENALTIES RELATED TO THE SALE, POSSESSION, AND USE OF FIREWORKS

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. Amendment. Title 9, Chapter 9.40, *Fireworks*, of the Livermore Municipal Code is amended and restated as shown below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

- A. In Section 9.40.010, subsection C is hereby added and states the definition of “Host” as set forth below:

“Host” means a person who invites others to gather on a parcel of property that the person owns, possesses, or controls, or who organizes, supervises, officiates, conducts, controls, or is otherwise in charge of the activity on the property. A governmental entity is expressly excluded from the meaning of the word “Host.”

- B. In Section 9.40.010, subsection D is hereby added and states the definition of “Strictly liable” as set forth below:

“Strictly liable” means liability for a wrongful act irrespective of such person’s intent, knowledge, negligence or lack thereof in committing the wrongful act.

- C. Section 9.40.060, “Host Liability,” is hereby added as set forth below:

- A. It is unlawful for a host to allow a parcel of property that the host owns, possesses, or controls to be used in a manner prohibited by Section 9.40.020, whether the violation is caused by the host or by any other person.
- B. A host is strictly liable for any violation of section 9.40.020 that occurs during a gathering on property that the host owns, possesses, or controls, or in the public right-of-way immediately adjacent to the parcel of property that the host owns, possesses, or controls.
- C. Notwithstanding the prohibitions in subsections (A) and (B) above, the provisions of this section shall not apply to a host who initiates contact with law enforcement or fire officials to assist in removing any person from the property or terminating the activity in order to comply with this chapter, if the request for assistance is made before any other person contacts law

enforcement or fire officials to complain about the violation of this chapter, is not in violation of this chapter.

- D. Section 9.40.060 of the prior code is hereby amended, renumbered, and restated as Section 9.40.070, as set forth below:

Persons violating this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine not to exceed \$500.00, ~~or by imprisonment in the City or county jail for a period not exceeding 30 days, or by both such fine and imprisonment, and the license shall be revoked.~~ In lieu of criminal penalties, violations may also be handled administratively pursuant to Chapter 1.20. Administrative penalties may include administrative fines and recovery costs related to staff time.

Section 2. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 3. *Severability.* If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 5. *Effective date.* This Ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on May 8, 2023, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

The ordinance was adopted at the regular meeting of the City Council held on _____, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Mayor, City of Livermore

ATTEST:

Marie Weber
City Clerk

APPROVED AS TO FORM:

/s/ Katherine Mirassou
Katherine Mirassou
Deputy City Attorney



CITY COUNCIL STAFF REPORT

ITEM NO. 10.1

DATE: May 8, 2023
TO: Honorable Mayor and City Council
FROM: Marianna Marysheva, City Manager
SUBJECT: Supplemental materials received prior to the meeting.

RECOMMENDED ACTION

SUMMARY

These materials were posted online and made available to the public at the same time that they were distributed to the City Council.

3.2	Proclamation declaring May 21-27, 2023, as Public Works Week in the City of Livermore presented to Scott Lanphier, City of Livermore Public Works Director. Material: Revised Proclamation
3.3	Confirmation of Advisory Body appointments to the Beautification Committee, Commission for the Arts, and the Library Board of Trustees, and direct the City Clerk to administer the oath of office. Material: PowerPoint Presentation
5.2	Waive the first reading and Introduce an Ordinance considering modifications to Livermore Municipal Code Section 2.40.030 Eligibility, clarifying the ability of members to serve on one standing or ad hoc advisory body at any time. Materials: Revised Ordinance and Memo
5.3	Resolution authorizing the execution of an agreement with Kemira Water Solutions, Inc., for the supply of ferric chloride for use at the Water Reclamation Plant in an amount not-to-exceed \$200,000. Material: Corrected Attachment 1
6.1	Public hearing to approve the Livermore Sanitation, Inc. requested rate increase of 5.88% in the solid waste, recyclable materials, and compostable materials service rates to be effective July 1, 2023. Material: PowerPoint Presentation

6.2	Hearing to introduce an ordinance amending Livermore Municipal Code (LMC) Chapter 9.40 - Fireworks, to include additional prohibitions and penalties related to the sale, possession, and use of fireworks. Material: PowerPoint Presentation
8.0	Council Committee Reports and Matters Initiated by City Manager, City Attorney, Staff, and Council Members Material: Council Reports

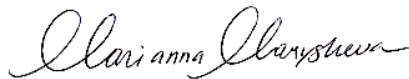
DISCUSSION

ATTACHMENTS

[1. Supplemental Materials](#)

Prepared by: Debbie Elam
Acting Assistant City Clerk

Approved by:



Marianna Marysheva
City Manager

Fiscal Review by:



Tina Olson
Administrative Services Director

Proclamation

of the
City of Livermore

Proclaiming

May 21-27, 2023

National Public Works Week

WHEREAS, the Public Works Department is an integral part of our City and our residents' everyday lives; and

WHEREAS, the Public Works Department encompasses Water, Sewer, Streets, Lighting, Landscaping, Fleet, Facilities, Solid Waste and Recyclables Collection, Asset Management, and Airport Operations; and

WHEREAS, the health, safety and comfort of Livermore residents depends on the efforts and skills of the Public Works Employees; and

WHEREAS, The American Public Works Association has declared the week of May 21-27, 2023 as National Public Works Week, in recognition of the importance of the hard work and dedication of Public Works employees; and

WHEREAS, the theme for National Public Works Week 2023 is "Connecting the World through Public Works" which highlights the way public works professionals connect us physically through infrastructure and inspirationally through service to their communities; and

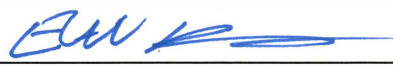
NOW, THEREFORE, the City Council of the City of Livermore hereby proclaims the week of May 21-27, 2023 as Public Works Week in the City of Livermore, and encourages residents to recognize the contributions that Public Works staff make every day to our health, safety, comfort and quality of life.

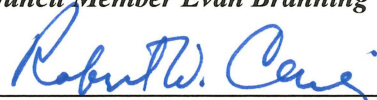

Mayor John Marchand




Vice Mayor Brittni Kiick


Council Member Ben Barrientos


Council Member Evan Branning


Council Member Robert W. Carling



Confirmation of Advisory Body Appointments

May 8, 2023

Presented by Debbie Elam, Acting Assistant City Clerk



1

Beautification Committee

Reappointment of the following to a regular term ending June 1, 2027

- Karen Jefferson

Commission for the Arts

Appointment of the following to unexpired terms ending January 1, 2025

- Laurence E. Milder
- Rajagopal R. Kowligi
- Natalia Custodio

Library Board of Trustees

Appointment of the following to regular terms ending June 1, 2026

- Michelle Ornat
- Nancy Olaverrieta



2



SUPPLEMENTAL MEMO

Date: May 8, 2023

To: Mayor Marchand and City Council Members

From: Marie Weber
Deputy City Manager/City Clerk

Subject: Revised Materials for Item 5.2 – Clarifying the ability of advisory body members to serve on one standing or ad hoc committee at any time.

Attached is the updated Ordinance for this item. The addition on Section 6 clarifies that the ordinance is not intended to change the existing membership of any advisory body whose members were appointed prior to the effective date for this ordinance. The limitations in the ordinance are to be applied to all advisory body appointments made after the ordinance takes effect.

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA

AN ORDINANCE AMENDING SECTION 2.40.030 *ELIGIBILITY* IN CHAPTER 2.40
ADVISORY BODIES IN TITLE 2 *ADMINISTRATION AND PERSONNEL* IN THE
LIVERMORE MUNICIPAL CODE TO CLARIFY THE ABILITY OF ADVISORY
BODY MEMBERS TO SERVE ON ONE STANDING OR AD HOC
ADVISORY BODY AT ANY ONE TIME

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE
DOES ORDAIN AS FOLLOWS:

Section 1. *Amendment.* Section 2.40.030 *Eligibility* of the Livermore Municipal Code is amended and restated as set forth below. The deletions are shown using a strikethrough, and the added language is shown with an underline, but the stricken language and underlines themselves shall not be codified in the Municipal Code, which publication shall only reflect the final language.

2.40.030 Eligibility

All advisory body members must be residents of the City of Livermore unless otherwise noted. An advisory body member shall only serve on a single advisory body or ad hoc advisory body at any given time. If an existing advisory body member is appointed to a new advisory body, they immediately resign from the existing position upon a new appointment by the City Council. The City Council or state or federal law may establish additional requirements.

Section 2. *Environmental.* The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 3. *Severability.* If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 4. *Publication.* This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 5. *Effective date.* This Ordinance shall take effect 30 days after its adoption.

Section 6. *Application.* The ordinance is not intended to change the existing membership of any advisory body whose members were appointed prior to the effective date for this ordinance. The limitations in the ordinance are to be applied to all advisory body appointments made after the ordinance takes effect.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on May 8, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

The ordinance was adopted at the regular meeting of the City Council held on May 22, 2023, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Mayor, City of Livermore

ATTEST:

APPROVED AS TO FORM:

Marie Weber, City Clerk

/s/ Jason Alcala

Jason Alcala, City Attorney



March 16, 2023

Kemira Water Solutions, Inc.
Attn: Christina Imbrogno
4321 W. 6th St.
Lawrence, KS, 66049

RE: Award Contract in Response to Bay Area Chemical Consortium (BACC) Bid No. 06-2023 for Supply and Delivery of FERRIC CHLORIDE.

Dear Ms. Imbrogno,

We are pleased to advise you that the bid submitted by Kemira Water Solutions, Inc. for Bid No. 06-2023 was determined to be the lowest responsive bid for the supply and delivery of FERRIC CHLORIDE during the period July 1, 2023 through June 30, 2024.

The participating BACC Agencies should be contacting you shortly to discuss entering into contracts with Kemira Water Solutions, Inc. for their respective facilities.

Bay Area Chemical Consortium sincerely appreciates your efforts and participation in the competitive bid process.

If you have any questions, please free to contact me at jdymment@bacwa.org

Sincerely,

A handwritten signature in black ink, appearing to read "JDymment", written over a horizontal line.

Jennifer Dymment
Assistant Executive Director
BACWA.org
as Coordinating Agency for the Bay Area Chemical Consortium

Bay Area Clean Water Agencies
Bid Results for Project 06-2023 FERRIC CHLORIDE
Bid Due on February 23, 2023 4:00 PM (PDT)
SINGLE BID AWARD

Section Description Unit of Measure	FERRIC CHLORIDE							
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley
	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton	dry ton
Kemira Water Solutions, Inc	\$1,375.00	\$1,285.00	\$1,498.00	\$1,498.00	\$1,424.00	\$1,491.00	\$1,415.00	\$1,415.00

Bay Area Clean Water Agencies
Bid Results for Project 06-2023 Ferric Chloride
Issued on 01/26/2023
Bid Due on February 23, 2023 4:00 PM (PST)
Exported on 02/24/2023

Unit Price								
Item Num	Section	Description	Reference	Unit of Measure	Quantity	Univar Solutions USA Inc.	Kemira Water Solutions, Inc	Pencco, Inc
1	Ferric Chloride	Central Valley		dry ton		1 no bid	\$1,375.00	\$1,700.00
2	Ferric Chloride	East Bay		dry ton		1 no bid	\$1,285.00	\$1,700.00
3	Ferric Chloride	Marin Sonoma Napa		dry ton		1 no bid	\$1,498.00	\$1,700.00
4	Ferric Chloride	North Bay		dry ton		1 no bid	\$1,498.00	\$1,425.00
5	Ferric Chloride	Peninsula		dry ton		1 no bid	\$1,424.00	\$1,700.00
6	Ferric Chloride	Sacramento		dry ton		1 no bid	\$1,491.00	\$1,429.00
7	Ferric Chloride	South Bay		dry ton		1 no bid	\$1,415.00	\$1,700.00
8	Ferric Chloride	Tri Valley		dry ton		1 no bid	\$1,415.00	\$1,411.00

Bay Area Clean Water Agencies
Bid Results for Project 06-2023 FERRIC CHLORIDE
Bid Due on February 23, 2023 4:00 PM (PDT)
SINGLE BID AWARD

Section Description Unit of Measure	FERRIC CHLORIDE							
	Central Valley dry ton	East Bay dry ton	Marin Sonoma Napa dry ton	North Bay dry ton	Peninsula dry ton	Sacramento dry ton	South Bay dry ton	Tri Valley dry ton
Univar Solutions USA Inc.	no bid	no bid	no bid	no bid	no bid	no bid	no bid	no bid
Kemira Water Solutions, Inc	\$1,375.00	\$1,285.00	\$1,498.00	\$1,498.00	\$1,424.00	\$1,491.00	\$1,415.00	\$1,415.00
Pencco, Inc	\$1,700.00	\$1,700.00	\$1,700.00	\$1,425.00	\$1,700.00	\$1,429.00	\$1,700.00	\$1,411.00

Per Section 2.16 Method of Award
Bids may be awarded by the participating BACC agencies to the lowest, responsive, and responsible bidder meeting the specifications for bulk loads for the chemical. The lowest responsive bidder will be determined by multiplying the estimated annual quantity for each participating BACC agency by the bid price for their region, and adding up the aggregate cost to all of the participating agencies in the regions. The single bid that results in the lowest overall cost to the participating agencies as a group will be determined by BACC to be the low bid, assuming the bid is determined by BACC to be complete and in compliance with the bid requirements. BACC has the right to delete terms or options from the bid contract documents and reserves the right to reject any and all bids and to waive irregularities of said bids.

Single Bid Award Aggregate Cost Calculation:	FERRIC CLORIDE								Overall Cost
	Central Valley	East Bay	Marin Sonoma Napa	North Bay	Peninsula	Sacramento	South Bay	Tri Valley	
Estimated annual quantity	330	1,107	1,428	20	396	200	2,698	120	
Kemira Water Solutions, Inc	\$453,750.00	\$1,422,495.00	\$2,139,144.00	\$29,960.00	\$563,904.00	\$298,200.00	\$3,817,670.00	\$169,800.00	\$8,894,923.00
Pencco, Inc	\$561,000.00	\$1,881,900.00	\$2,427,600.00	\$28,500.00	\$673,200.00	\$285,800.00	\$4,586,600.00	\$169,320.00	\$10,613,920.00

Overall lowest

SECTION IV

**BAY AREA CHEMICAL CONSORTIUM
BID CONTRACT DOCUMENTS
FOR BID NO. 06-2023
FERRIC CHLORIDE**

***** All of the following pages must be properly completed and submitted
for the bid to be considered complete. *****

BAY AREA CHEMICAL CONSORTIUM
STANDARD AGREEMENT, PAGE 1 OF 2
BID NO. 06-2023
SUPPLY AND DELIVERY OF FERRIC CHLORIDE

I hereby agree to furnish FERRIC CHLORIDE identified in the attached bid forms, as solicited by the Bay Area Chemical Consortium (BACC), to one or more of the participating BACC Agencies.

Company: Kemira Water Solutions, Inc.
Address: 4321 W. 6th St.
Lawrence, KS 66049
City, State, ZIP: _____
Phone: (785) 842-7424
Email: Kwsna.bids@kemira.com
Authorized Representative: Christina M. Imbrogno
Signature: 
Date: 2/20/22

WE ACKNOWLEDGE RECEIVING ADDENDUM/ADDENDA NUMBER — THROUGH —. None

SPECIFIC DEVIATIONS:

☐ This box must be checked if bidder has any proposed specific deviations. Per Section 2.12 Proposed Deviations from the Specifications by the Bidder, the absence of a proposed change in the specifications will hold the bidder strictly accountable to the specifications as described in the bid document, including any addendum.

Describe the specific deviations below. A copy of the proposed specifications must be attached to this Standard Agreement at the time of submission, with bidder's name clearly shown on each document.

STANDARD AGREEMENT, PAGE 2 OF 2

BIDDER INFORMATION

1. Legal Name of Bidder: Kemira Water Solutions, Inc.
2. Bidder's Street Address: 4321 W. 6th St.
Lawrence, KS 66049
3. Mailing Address: 4321 W. 6th St.
Lawrence, KS 66049
4. Business Telephone: (785) 842-7424 Fax Number: (785) 842-2629
5. Type of Supplier:
☐ Sole Proprietor ☐ Partnership ☒ Corporation ☐ LLC
 If Corporation, indicate State where incorporated: Delaware
6. Business License Number issued by the City where the Supplier's principal place of business is located.
 Number: 130579-59 Issuing City: Los Angeles
7. Supplier Federal Tax Identification Number: 59-3657872
8. Emergency Contact: Name: Customer Service
 Phone Number: (800) 927-3950
9. Order Contact: Name: Customer Service
 Address: Atlanta, GA
 Phone Number: (800) 927-3950 Fax Number: (700) 436-3430
 Email: IW-customer-service@Kemira.com
10. References:

Company/Agency Name	Contact Name	Phone Number
1) <u>City of San Francisco</u>	<u>Evan Magante</u>	<u>(415) 487-5267</u>
2) <u>East Bay Municipal Utility District</u>	<u>Christopher Amen</u>	<u>(510) 821-1654</u>
3) <u>Central Marin Sanitation</u>	<u>Chris Gorton</u>	<u>(415) 459-1455 x101</u>
11. Chemical Manufacturer's name and address (if different from Bidder):
Kemira Water Solutions, Inc.
Mojave, CA

Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Bid

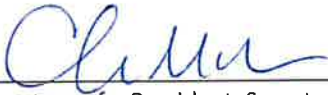
State of ~~California~~ Kansas)
) ss.
County of Douglas)

Christina M. Imbrogno, being first duly sworn, deposes and says that he or she is the
(Bidder's Authorized Representative)

Commercial Support Manager of Kemira Water Solutions, Inc. the party making the
(Title of Representative) (Legal Name of Bidder)

foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bid, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.


Signature of: President, Secretary,
Manager, Owner, or Representative

Subscribed and sworn to before me this, 20 day of February, 20 23

Brittany Ashton Jarvis
Signature of Notary Public In and For

The County of Douglas
State of Kansas



All Signatures Must Be Witnessed By Notary

BAY AREA CHEMICAL CONSORTIUM
BID FORM FOR BID NO. 06-2023
FOR SUPPLY AND DELIVERY OF FERRIC CHLORIDE

Sealed bids must be submitted in a PDF format and bidders must enter bid prices into the electronic bid platform (Line Item page)

<https://bacwa.org/bacc/>

No later than 4:00 PM. PT
Thursday, February 23, 2023

Legal Name of Bidder:

Kemira Water Solutions, Inc.

Business Address

4321 W. 6th St.
Lawrence, KS 66049

Telephone Number: (785) 842-7424

Facsimile Number: (785) 842-2629

Email Address: kwsna.bids@kemira.com

Authorized Representative (Please Print):

Christina M. Imbrogno

Signature: 

Date: 2/20/23

I. All costs except California State sales tax for the purchase of FERRIC CHLORIDE must be included in the amount shown entered into the electronic bid platform (Line Item page), including any and all mill assessments, fees, excise taxes, transportation charges, etc. Any exceptions to the bid must be noted under Specific Deviations on the Standard Agreement. Bidders shall submit bids per unit of measure as specified in the electronic bid platform (Line Item page).

II. Bidders must submit all of the following, attached to this Bid Form:

- a. All requirements listed in Section 2.21 Manufacturer's Info.
- b. If applicable, the name, address, and contact information for the third party hauling company as well as an affidavit signed by the Bidder that the third party hauler can and will deliver the chemical to each and every participating BACC Agency.

III. Bidder Obligations

By signing this Bid Form and entering into individual purchase orders, purchase agreements and/or contracts with BACC agencies, the bidder expressly agrees to be bound by all the provisions of the bid solicitation, including Sections I-IV.

BAY AREA CHEMICAL CONSORTIUM

Worksheet

BID NO. 06-2023

FERRIC CHLORIDE

Refer to paragraph 2.4 Bid Pricing for full details.

Bidders shall submit bids in US\$ per unit of measure indicated on this bid form, FOB Destination.

Bid prices shall be based on bulk deliveries of 1 ton or more. Bidders must submit their Bid Prices via electronic bid platform - Line Items section. Do not submit Worksheet.

	Unit of Measure	Bid Price per Unit of Measure
Ferric Chloride		
<u>Central Valley</u>	dry ton	\$
City of Merced		
Oakwood Lake Water District		
<u>East Bay</u>	dry ton	\$
Alameda County Water District/Dublin's		
City of Hayward		
City of San Leandro		
Oro Loma Sanitary District		
<u>Marin Sonoma Napa</u>	dry ton	\$
Central Marin Sanitation Agency		
Las Gallinas Valley Sanitary District		
Marin Municipal Water District		
Napa Sanitation District		
North Marin Water District		
Sausalito Marin City Sanitary District		
<u>North Bay</u>	dry ton	\$
City of Pinole (Pinole Measures WPCP)		
<u>Peninsula</u>	dry ton	\$
City of South San Francisco		
City of Millbrae		
City of San Mateo		
Sewer Authority Mid-Coastside		
<u>Sacramento</u>	dry ton	\$
City of Roseville		
<u>South Bay</u>	dry ton	\$
City of Watsonville		
San Jose - Santa Clara Regional Wastewater Facility		
<u>Tri Valley</u>	dry ton	\$
City of Livermore		

State of Kansas
County of Douglas

Kemira Water Solutions, Inc.
Affidavit of Compliance

This is to certify that the Ferric Chloride (Kemira PIX-311) and manufactured by **Kemira Water Solutions, Inc.** meets or exceeds all specifications required by the Bay Area Chemical Consortium (BID No. 06-2023) and those specifications as established by the latest American Water Works Association standards. All products bid have been certified under ANSI/NSF Standard 60.

Deliveries will be made with Kemira trucks and dedicated trucks from Chemical Transfer.
Chemical Transfer, Stockton, CA, Mike Ellis (800) 874-7444
Our third party hauler can and will deliver Ferric Chloride to each and every participating BACC Agency.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this 20 day of February, 2023.

Kemira Water Solutions, Inc.

By: [Signature]

Name: Christina Imbrogno

Title: Commercial Support Manager

This instrument was signed and sworn to before me on 20 day of February, 2023 by Christina Imbrogno as Commercial Support Manager of Kemira Water Solutions, Inc.

[Signature]

Signature of Notary Public

Print Name: Brittany Ashton Jarvis

Attach Notarial Seal:

My appointment expires:





Technical Data Sheet
March 2018



Kemira PIX-311

Ferric Chloride, 37-42% Solution

KEMIRA PIX-311 is an effective primary coagulant in liquid form based on trivalent iron (Fe^{3+}). It functions very well for both potable and wastewater clarification and can be used for color removal, arsenic removal, phosphate removal, heavy metal removal and lime softening applications. KEMIRA PIX-311 can also be used effectively for hydrogen sulfide control, struvite control and in sludge conditioning applications.

Typical properties

Appearance	Dark brown liquid
Specific Gravity (20°C/68°F)	1.39 - 1.46
FeCl_3	37 – 42 wt. %
Fe_{TOT}	12.7 – 14.8 wt. %
Fe (III)	12.7 – 14.5 wt. %
Fe (II)	≤ 0.3 wt. %
Free Acid (HCl)	< 1.0 wt. %
Freezing Point	-7°C / 20°F

This TDS is a general representation of the product. Detailed product specification/ analysis is available upon request.

Certification / Approval

KEMIRA PIX-311 meets or exceeds all requirements of the current AWWA Standard B407 for liquid ferric chloride and is NSF/ANSI Standard 60 certified.

Dosing

KEMIRA PIX-311 should be fed straight. No dilution or preparation is required. A diaphragm, metering pump of non-corrosive material is suitable.

Storage

KEMIRA PIX-311 is highly corrosive and contact with metal equipment must be avoided. Storage tanks and piping should be constructed of suitable material such as fiberglass, or cross- linked polyethylene. KEMIRA PIX-311 has a recommended shelf life of minimum twelve (12) months in an appropriate storage environment. With this product, inspect the storage tank yearly, clean if necessary.

Handling / Safety

The handling of any chemical requires care. Anyone responsible for using or handling KEMIRA PIX-311 should familiarize themselves with the Safety Data Sheet.

Delivery

Shipping Instructions; UN 2582, FERRIC CHLORIDE SOLUTION, 8, III, RQ, FERRIC CHLORIDE SOLUTION 37 – 42%

Kemira makes this information available as an accommodation to its customers and it is intended to be solely a guide in customer's evaluation of the products. You must test our products, to determine if they are suitable for your intended uses and applications, as well as from the health, safety and environmental standpoint. You must also instruct employees, agents, contractors, customers or any third party which may be exposed to the products about all applicable precautions. All information and technical assistance is given without warranty or guarantee and is subject to change without notice. You assume full liability and responsibility for compliance with all information and precautions, and with all laws and statutes, ordinances and regulations of any governmental authority applicable to the processing, transportation, delivery, unloading, discharge, storage, handling, sale and use of each product. Nothing herein shall be construed as a recommendation to use any product in conflict with patents covering any material or its use.

Kemira

1000 Parkwood Circle, Ste 500
Atlanta, GA 30339
USA
www.kemira.com

United States
Tel: +1 800 879 6353
Canada
Tel: +1 450 652 0665



The Americas Quality Lab

Analytical Report

Date Reported: 2/21/2023

Sample Description: PIX-311 Ferric Chloride

Sample Date: 2/15/2023

Sample ID: 1O16230201

Parameter	Result	Unit	Method	Reporting Limit		Analyst	Date
Ferric	13.45	%	KWS QL 3311	0.05	%	JD	2/16/23
Ferric Chloride	39.07	%	KWS QL 3311	0.15	%	JD	2/16/23
Ferrous	<0.05	%	KWS QL 3312	0.05	%	MK	2/16/23
Ferrous Chloride	<0.11	%	KWS QL 3312	0.11	%	MK	2/16/23
Free Acid as HCl	0.11	%	KWS QL 3210	0.05	%	NH	2/16/23
Specific Gravity	1.418		KWS QL 3112			MK	2/16/23
Insoluble Solids	0.008	%	KWS QL 3410	0.005	%	MK	2/20/23

Certified by: Sheila St. Amour
Sheila St. Amour, Laboratory Supervisor



Certificate # 3889.01

The Americas Quality Lab-Kemira Water Solutions-3761 Canal St. East Chicago, IN 46312

CR ss 23 002

This report is not to be reproduced except in full, without written approval
Results were obtained from and are applicable to the sample as received at the laboratory.

Sample Condition upon Receipt: Intact

Page 1 of 1



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

1. IDENTIFICATION

Product information

Product name
KEMIRA PIX-311

Recommended use of the chemical and restrictions on use

Use of the Substance/Mixture

Water treatment chemical

Recommended restrictions on use

Do not use for other purposes than the identified uses.

Supplier's details

Kemira Water Solutions, Inc.
1000 Parkwood Circle, Suite 500
30339 Atlanta USA
Telephone+17704361542, Telefax. +17704363432

HEAD OFFICE
Kemira Oyj
P.O. Box 330
00101 HELSINKI
FINLAND
Telephone +358108611 Telefax +358108621124

Emergency telephone number

CHEMTREC (24 Hours): 1-800-424-9300

2. HAZARDS IDENTIFICATION

GHS Classification

Corrosive to metals, Category 1,
Acute toxicity (Oral), Category 4, Oral,
Skin irritation, Category 2,
Serious eye damage, Category 1,

GHS-Labeling



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Hazard pictograms :



Signal word:

Danger

Hazard statements :

Hazard statements:

H290	May be corrosive to metals.
H302	Harmful if swallowed.
H315	Causes skin irritation.
H318	Causes serious eye damage.

Precautionary statements :

Prevention:

P234	Keep only in original container.
P264	Wash face, hands and any exposed skin thoroughly after handling.
P270	Do not eat, drink or smoke when using this product.
P280	Wear protective gloves/ protective clothing/ eye protection/ face protection.

Response:

P301 + P312	IF SWALLOWED: Call a POISON CENTER/ doctor if you feel unwell. Rinse mouth.
P330	
P302 + P352	IF ON SKIN: Wash with plenty of soap and water.
P321	Specific treatment (see supplemental first aid instructions on this label).
P332 + P313	If skin irritation occurs: Get medical advice/ attention.
P362	Take off contaminated clothing and wash before reuse.
P305 + P351 + P338	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P310	Immediately call a POISON CENTER/ doctor.
P390	Absorb spillage to prevent material damage.

Storage:

P406	Store in corrosive resistant container with a resistant inner liner.
------	--

Disposal:

P501	Dispose of contents/container as special waste in compliance with local and national regulations.
------	---



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Hazard(s) not otherwise classified (HNOC) or not covered/classified by GHS

Advice; Heating above the decomposition temperature can cause formation of hydrogen chloride.

Potential environmental effects; May lower the pH of water and thus be harmful to aquatic organisms.

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substances /Mixtures

Mixture
Chemical nature : Iron (III) chloride solution

Hazardous components

Chemical name	CAS-No.	Concentration[%]
Iron trichloride	7705-08-0	35 - 45 %
Hydrochloric acid	7647-01-0	1 - 2 %

Further information

This material is hazardous under the criteria of the Federal OSHA Hazard Communication Standard 29CFR 1910.1200.

4. FIRST AID MEASURES

Description of first aid measures

General advice

Show this safety data sheet to the doctor in attendance. First aider needs to protect himself.

Inhalation

Move to fresh air. Keep warm. If symptoms persist, seek medical advice.

Skin contact

Take off contaminated clothing and shoes immediately. Rinse with plenty of water. If symptoms persist, seek medical advice.

3/15



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Eye contact

Rinse immediately with plenty of water, also under the eyelids, for at least 30 minutes. Prevent rinsing water from flowing into the other eye. Continue rinsing eyes during transport to hospital.

Ingestion

Rinse mouth with water. Do NOT induce vomiting. If symptoms persist, call a physician.

Most important symptoms and effects, both acute and delayed

Symptoms : Blistering, Irritation, Pain

Indication of immediate medical attention and special treatment needed, if necessary

Treatment : Symptomatic treatment.

5. FIREFIGHTING MEASURES

Suitable extinguishing media

Use extinguishing measures that are appropriate to local circumstances and the surrounding environment.

Unsuitable extinguishing media

None known.

Special hazards arising from the substance or mixture

Heating above the decomposition temperature can cause formation of hydrogen chloride.

Special protective actions for fire-fighters

Exposure to decomposition products may be a hazard to health. In the event of fire, wear self-contained breathing apparatus.

Further information

If possible remove containers / tanks from the dangerous area. Cool containers/tanks with water spray.

6. ACCIDENTAL RELEASE MEASURES

Personal precautions, protective equipment and emergency procedures

For personal protection see section 8. Avoid contact with skin, eyes and clothing.

Environmental precautions

Prevent product from entering the environment. Restrict the spread of the spillage by using inert absorbent material (sand, gravel). Cover the drains. Must be disposed of in accordance with local and national regulations. Local authorities should be advised if significant spillages cannot be contained.

Methods and materials for containment and cleaning up

Clean-up methods - small spillage

Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up. Must be disposed of in accordance with local and national regulations.



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Clean-up methods - large spillage

Remove spill using a vacuum truck. Dilute residues with water and then neutralize with lime or limestone powder to a solid consistency. Shovel or sweep up remaining material. Must be disposed of in accordance with local and national regulations.

7. HANDLING AND STORAGE

Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practice. For personal protection see section 8. The work place and work methods shall be organized in such a way that direct contact with the product is prevented or minimized. Keep away from incompatible materials. Contact with certain metals, e.g. aluminium and zinc, may form hydrogen gas, which in turn may form explosive mixtures of gases with air.

Conditions for safe storage, including any incompatibilities

Keep away from incompatible materials. Ensure adequate ventilation.

For quality reasons: Keep at temperatures above 0 °C. Keep at temperatures below 30 °C.

Materials for packaging

Suitable material: plastic (PE, PP, PVC), fiberglass-reinforced polyester, rubber-coated steel

Unsuitable material: Avoid contact with unalloyed steel or galvanized surfaces., stainless steel (AISI 304), materials not resistant to acid, Copper, Aluminium, Iron, Zinc, brass, titanium

Materials to avoid:

Metals, Bases, Alkaline materials, Oxidizing agents, Reducing agents, sulphites, Sulphides

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Components with workplace control parameters

If exposure limits exist, they are listed below. If no exposure limits are displayed, then no values are applicable.

Components	CAS-No.	Value	Form of exposure	Control parameters	Update	Basis
Hydrochloric acid	7647-01-0	C		2 ppm	2007-01-01	ACGIH
		C		5 ppm 7 mg/m ³	2013-10-08	NIOSH REL
		C		5 ppm 7 mg/m ³	2006-02-28	OSHA Z-1
		C		5 ppm 7 mg/m ³	1989-01-19	OSHA P0



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

		PEL		0.3 ppm 0.45 mg/m ³	2014-11-26	CAL PEL
		C		2 ppm	2014-11-26	CAL PEL
Iron trichloride	7705-08-0	TWA		1 mg/m ³	2019-03-05	ACGIH
		TWA		1 mg/m ³	1989-01-19	OSHA P0
		TWA		1 mg/m ³	2013-10-08	NIOSH REL

Appropriate engineering controls

Handle in accordance with good industrial hygiene and safety practice. Eye wash bottle or emergency eye-wash fountain must be found in the work place. Ensure adequate ventilation.

Individual protection measures, such as personal protective equipment Industrial Hygiene

Respiratory protection

Respiratory protection is not required under normal handling conditions. Use the indicated respiratory protection if the occupational exposure limit is exceeded. (filter B-P2)

Hand protection

Glove material: PVC and neoprene gloves, Please observe the instructions regarding permeability and breakthrough time which are provided by the supplier of the gloves. Also take into consideration the specific local conditions under which the product is used, such as the danger of cuts, abrasion, and the contact time.

Protective gloves complying with EN 374.

Gloves should be removed and replaced immediately if there is any indication of degradation or chemical breakthrough.

Skin and body protection

Wear protective clothing if necessary. Use rubber boots.

Eye protection

Tightly fitting safety goggles. Eye wash bottle with pure water.



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

9. PHYSICAL AND CHEMICAL PROPERTIES

Information on basic physical and chemical properties

Physical state	liquid
Colour	dark brown
Odour	slightly acidic
Odour Threshold pH	No data available < 1 (68 °F / 20 °C) Concentration: 100 %
Freezing point/Melting point :	-20 °C
Initial boiling point and boiling range	Boiling point/boiling range 100 - 109 °C
Flash point	Not applicable, inorganic compound In accordance with column 2 of REACH Annex VII, the study does not need to be conducted.
Evaporation rate	No data available
Flammability (solid, gas)	Not applicable
Explosive properties:	
Lower explosion limit	Not applicable
Upper explosion limit	Not applicable
Oxidizing properties	Not oxidizing
Vapour pressure	similar to water
Relative vapour density	No data available
Density	1.39 - 1.45 g/cm³
Relative density	No data available
Solubility(ies):	
Water solubility	(20 °C) completely soluble, At dilution to less than 1% of FeCl3, precipitation of iron hydroxide occurs.
Partition coefficient: n-octanol/water	Not applicable, inorganic compound
Auto-ignition temperature	not auto-flammable
Decomposition temperature	> 100 °C

7/15



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Viscosity:

Viscosity, dynamic
Viscosity, kinematic

5 - 15 mPa.s (20 °C)

Volatile organic content (VOC)

Not applicable

Surface tension

No data available

10. STABILITY AND REACTIVITY

Reactivity

Corrosive to metals.

Chemical stability

Stable under normal conditions.

Possibility of hazardous reactions

Bases cause exothermic reactions.

Contact with certain metals may form hydrogen gas, which in turn may form explosive mixtures of gases with air.

Conditions to avoid

Avoid freezing.

Avoid storage at high temperatures.

Incompatible materials

Metals

Bases

Alkaline materials

Oxidizing agents

Reducing agents

sulphites

Sulphides

Hazardous decomposition products

Heating above the decomposition temperature can cause formation of hydrogen chloride.

11. TOXICOLOGICAL INFORMATION

Information on toxicological effects



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Acute oral toxicity	Acute toxicity estimate/approximately/1,000 - 1,700 mg/kg Conclusion: Harmful if swallowed.
Acute oral toxicity	Iron trichloride: LD50/Rat/220 mg/kg/OECD Test Guideline 423 Remarks: Calculated as Fe
Acute inhalation toxicity	Iron trichloride: No observed adverse effect level/1.1 mg/l/EPA OPP 81-3
Acute dermal toxicity	Iron trichloride: LD50/Rat/>2,000 mg/kg/OECD Test Guideline 402 Remarks: Read-across (Analogy), CAS-No., 7758-94-3 Iron trichloride: LD50/Rat/>881 mg/kg/OECD Test Guideline 402 Remarks: Calculated as Fe
Skin corrosion/irritation	Conclusion: May cause skin irritation.
Skin corrosion/irritation	Iron trichloride: Rabbit Result: irritating /OECD Test Guideline 404/ferrous sulfate heptahydrate Conclusion: Moistened solid is expected to be irritant as a consequence of low pH.
Serious eye damage/eye irritation	Conclusion: Causes serious eye damage.
Serious eye damage/eye irritation	Iron trichloride: Rabbit Result: Causes serious eye damage./OECD Test Guideline 405 Remarks: Read-across (Analogy), 7758-94-3, dry substance
Respiratory or skin sensitisation	
Skin sensitisation	Conclusion: Contains, Nickel dichloride, May cause allergic skin reaction.
Skin sensitisation	Iron trichloride: Local lymph node assay (LLNA)/Mouse Result: Not sensitizing./OECD Test Guideline 429/ferrous sulfate
Germ cell mutagenicity	
Genotoxicity in vitro	Remarks: Based on available data, the classification criteria are not met.



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Genotoxicity in vitro	Iron trichloride: Ames test/Salmonella typhimurium/with and without Result: negative OECD Test Guideline 471/ferric chloride
Carcinogenicity	
Carcinogenicity	Remarks: Based on available data, the classification criteria are not met.
Carcinogenicity	Iron trichloride: /Rat/Oral/2 years/No observed adverse effect level/>0.5%/ferric chloride Not believed to be a carcinogen.
Reproductive toxicity	
Toxicity for reproduction	Remarks: Based on available data, the classification criteria are not met.
Toxicity for reproduction	Iron trichloride: Reproductive effects/Rat/Oral/>500 mg/kg/ferrous chloride/OECD Test Guideline 422
Teratogenicity	Iron trichloride: Rat/Oral/>1,000 mg/kg/OECD Test Guideline 422/ferrous sulfate heptahydrate Conclusion: Did not show teratogenic effects in animal experiments.
Specific target organ toxicity - single exposure	Remarks:Based on available data, the classification criteria are not met.
Specific target organ toxicity - repeated exposure	Remarks:Based on available data, the classification criteria are not met.
Aspiration hazard	
Aspiration toxicity	No aspiration toxicity classification

12. ECOLOGICAL INFORMATION

Ecotoxicity effects

Aquatic toxicity

LC50/48 h/Pimephales promelas (fathead minnow)/Acute Fish toxicity/US EPA-821-R-02-012: >= 686 mg/l

LC50/48 h/Ceriodaphnia dubia (Water flea)/Short-term (acute) aquatic hazard/US EPA-821-R-02-012: >= 137 mg/l

10/15



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

Iron trichloride:

LC50/96 h/Lepomis macrochirus (Bluegill sunfish): 59 mg/l

Remarks: hydrated substance

NOEC/96 h/Lepomis macrochirus (Bluegill sunfish): > 1 mg/l

Remarks: hydrated substance

EC50/48 h/Daphnia magna (Water flea): 27 mg/l

NOEC/21 d/Daphnia magna (Water flea): > 1 mg/l

EC50/15 d/algae/rate of growth: 58 mg/l

Remarks: Test is not appropriate due to the flocculating characteristics of the product.,The compound is considered to have no long term effects in aquatic systems due to the rapid formation of insoluble hydroxides.

Toxicity to other organisms

Iron trichloride:

Remarks: No data available

Persistence and degradability

Biological degradability:

The methods for determining the biological degradability are not applicable to inorganic substances.

Biological degradability:

Iron trichloride:

The methods for determining the biological degradability are not applicable to inorganic substances.

Bioaccumulative potential

Partition coefficient: n-octanol/water: Not applicable, inorganic compound

Iron trichloride:

Partition coefficient: n-octanol/water: Not applicable, inorganic compound

Mobility in soil

Vapour pressure: 0.023 (20 °C)

Water solubility: completely soluble (20 °C)

Surface tension: No data available

Iron trichloride:

Other adverse effects

11/15



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

May lower the pH of water and thus be harmful to aquatic organisms.

13. DISPOSAL CONSIDERATIONS

Product	Must be disposed of in accordance with local and national regulations.
Contaminated packaging	Classified as hazardous waste. Must be disposed of in accordance with local and national regulations.

14. TRANSPORT INFORMATION

UN number 2582

Land transport

DOT:

Description of the goods:

UN2582, FERRIC CHLORIDE SOLUTION

Proper shipping name

Class:

8

Packaging group:

III

DOT-Labels

8

Reportable quantity

Ferric chloride

Sea transport

IMDG:

Description of the goods:

UN proper shipping name

UN2582, FERRIC CHLORIDE SOLUTION

Class:

8

Packaging group:

III

IMDG-Labels:

8

Environmentally Hazardous

Not a Marine Pollutant

Air transport

ICAO/IATA:

Description of the goods:

UN proper shipping name

UN2582, Ferric chloride solution

Class:

8

Packaging group:

III

ICAO-Labels:

8

Special precautions for user

None known.



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

Previous date: 11/06/2017

Print Date:02/17/2023

15. REGULATORY INFORMATION

Safety, health and environmental regulations/legislation specific for the substance or mixture

SARA Title III Section 311 Categories

Corrosive to metals, Category 1,
Acute toxicity (Oral), Category 4, Oral
Skin irritation, Category 2,
Serious eye damage, Category 1,

SARA 313 - Specific Toxic Chemical Listings

Chemical name	CAS-No.	Concentration[%]
Hydrochloric acid	7647-01-0	

OSHA A. United States Occupational Safety and Health Administration Substances, 29 CFR 1910.1000, sub Part Z. B. National Institute for Occupational Safety and Health (NIOSH) 'Occupational Health Guidelines for Chemical Hazards' Substances.

CERCLA Hazardous substance (Reportable Quantities)

CERCLA Hazardous substance (Reportable Quantities)

Chemical name	CAS-No.	Reportable quantity
Iron trichloride	7705-08-0	1,000 lb

Chemical name	CAS-No.	Reportable quantity
Iron dichloride	7758-94-3	100 lb

Hydrochloric acid (7647-01-0)

Iron trichloride (7705-08-0)

California Proposition 65

WARNING: This product contains a chemical(s) known to the State of California to cause cancer, birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.
Nickel dichloride (7718-54-9) < 100 PPM

Other regulations : No restrictions identified other than those already covered in regulations.

Notification status

USA : All components of this product are included in the United

13/15



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

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	States TSCA Chemical Inventory with Active Status or are not required to be listed on the United States TSCA Chemical Inventory.
Canada	: All components of this product are included in the Canada Domestic Substance List (DSL) or are not required to be listed on the Canada Domestic Substance List (DSL).
Australia	: All components of this product are included in the Australian Inventory of Industrial Chemicals (AIIC) or are not required to be listed on the Australian Inventory of Industrial Chemicals (AIIC).
China	: All components of this product are included on the Chinese inventory or are not required to be listed on the Chinese inventory.
South Korea	: All components of this product are included in the Korean (ECL) inventory or are not required to be listed on the Korean (ECL) inventory.
Philippines	: All components of this product are included on the Philippine (PICCS) inventory or are not required to be listed on the Philippine (PICCS) inventory.
Japan	: All components of this product are included on the Japanese (ENCS) inventory or are not required to be listed on the Japanese (ENCS) inventory.
European Union	: All components of this product are included in the European Inventory of Existing Chemical Substances (EINECS) or are not required to be listed on EINECS.
New Zealand	: All components of this product are included in the New Zealand inventory (NZIoC) or are not required to be listed on the New Zealand inventory(NZIoC). : This product's Taiwan Toxic Chemical Substances Control Act Inventory status has NOT been determined.

16. OTHER INFORMATION

HMIS Rating

Health: 3
Flammability: 0
Reactivity: 1

NFPA Rating

Health: 3
Fire: 0
Reactivity: 1

Training advice

Read the safety data sheet before using the product.

Further information

14/15



SAFETY DATA SHEET

KEMIRA PIX-311

Ref. /US/EN

Revision Date: 03/19/2021

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The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

This SDS is prepared according to the OSHA Hazard Communication Standard (29 CFR 1910.1200) and the ANSI SDS Standard (Z400.1) by Kemira.

This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations and the SDS contains all the information required by the Controlled Products Regulations.

Sources of key data used to compile the Safety Data Sheet

Regulations, databases, literature, own tests.

Revision Date: 03/19/2021



The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Friday, February 17, 2023** at 12:15 a.m. Eastern Time. Please contact NSF to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

[http://info.nsf.org/Certified/PwsChemicals/Listings.asp?
CompanyName=kemira+water&TradeName=pix%2D311&](http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D311&)

NSF/ANSI/CAN 60 Drinking Water Treatment Chemicals - Health Effects

Kemira Water Solutions, Inc.

1000 Parkwood Circle

Suite 500

Atlanta, GA 30334

United States

888-KEMIRON

863-533-5990

Visit this company's website (<http://www.kemira.com>)

Facility : Distribution Center- Mulga, AL

Ferric Chloride

Trade Designation

KEMIRA PIX-311

Product Function

Coagulation & Flocculation

Max Use

250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Buckeye, AZ

Ferric Chloride

Item 5.3
Corrected Attachment 1

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Fremont, CA

Ferric Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Fontana, CA

Ferric Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Mojave, CA

Ferric Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	300mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : East Chicago, IN

Ferric Chloride		
<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Item 5.3
Corrected Attachment 1

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Baltimore, MD

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - North Billerica, MA

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : St. Louis, MO

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Albuquerque, NM

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Buffalo, NY

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Euclid, OH

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - El Paso, TX

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Waxahachie, TX

Ferric Chloride

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Kalama, WA

Ferric Chloride

Item 5.3
Corrected Attachment 1

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Spokane, WA

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Facility : Distribution Center - Winnipeg, Manitoba, Canada

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

NOTE: Only products bearing the NSF Mark are Certified.

Facility : Varennes, Quebec, Canada

<i>Trade Designation</i>	<i>Product Function</i>	<i>Max Use</i>
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Four digit alpha suffix in Certified trade names on product labels and/or literature may be used to designate container size.

Number of matching Manufacturers is 1

Number of matching Products is 18

Processing time was 1 seconds



Livermore Sanitation Rate Adjustment

May 8, 2023

Presented by Judy Erlandson, Public Works Manager



1

LSI Franchise Agreement

- Livermore Sanitation, Inc. (LSI) began serving the City of Livermore in July 2010 after a competitive selection process.
- In April 2020, the City Council approved The Third Amended and Restated Agreement with LSI for Solid Waste, Recyclable Materials, and Compostable Materials Services (Franchise Agreement), extending the contract term by a minimum 10 years.
- The City's role in approving any rate adjustment is to determine that the rate adjustment is consistent with the methodology as identified in the Franchise Agreement.
- LSI is required to notify customers of any rate adjustment 30 days prior to the effective date of the increase.



2

LSI Franchise Agreement

- In most cases, rate adjustments occur every year using an index-based methodology or a cost-based review.
- For this upcoming Rate Year 14 (FY 23-24) an index-based methodology was used.
- The index-based methodology is described by Section 8 and Exhibit I of the Franchise Agreement.



3

LSI Franchise Agreement

- The index-based methodology utilizes various cost adjustment factors such as the percentage change in the consumer price index and percentage change in the disposal fees.
- The indices used are:
 - CPI-U – the Consumer Price Index, All Urban Consumers for the San Francisco-Oakland-Hayward Metropolitan Area.
 - CPI-W - the Consumer Price Index, Urban Wage Earners for the San Francisco-Oakland-Hayward Metropolitan Area.
 - CNG Fuel Pricing Index – the per-term price for Natural Gas Service for Compression on Customer's Premises compiled by PG&E.
 - Motor Vehicle Maintenance and Repair Index – the Consumer Price Index, All Urban Consumers, Motor Vehicle Maintenance and Repair.
- These indices are applied to certain categories of costs, and in some cases are capped. For example, unionized labor is paid per the terms of their bargaining agreement. However, increases allowed by the Franchise Agreement are capped at 7%.



4

LSI Historical Cost Adjustments*						
Annual Adjustment	Overall Percent Increase	CPI-U	CPI-W	Motor Vehicle Index	CNG Fuel Pricing Index	Notes
Rate Year 9 (FY 18-19)	3.19%	3.32%	3.14%	2%	39.8%	
Rate Year 10 (FY 19-20)	4.01%	3%	3.74%	3.68%	17.7%	
Rate Year 11 (FY 20-21)	1%	3.49%	3.3%	3.24%	12.6%	Effective 1/1/21 two-year rates approved 4/27/2
Rate Year 12 (FY 21-22)	1%	n/a	n/a	n/a	n/a	No rate application
Rate Year 13 (FY 22-23)	0.58%	3%	3.74%	3.68%	17.7%	
Rate Year 14 (FY 23-24)	5.88%	5.49%	6.42%	7.09%	47.5%	Proposed

*Cost adjustments may differ based on customer category (e.g. residential cart customers) as overall increases were applied differently in some years.



5

Rate Year 14 Rate Adjustment
- Per the terms of the Franchise Agreement, a rate application was submitted in December 2022; LSI initially requested a 7.23% increase. - After staff review, it was determined that a 5.88% increase was warranted. - A 5.88% increase is consistent with recent inflation statistics and is also somewhat less than other area jurisdictions have approved or are considering. - The City of San Ramon raised rates nearly 10% effective January 1, 2023; and - The City of Pleasanton is estimating that their increase beginning July 1, 2023 could be as high as 8%.



6

Rate Year 14 Rate Adjustment

- The cost increase is mainly due to:
 - Increase in union labor (Teamsters)
 - Increase in Compressed Natural Gas costs
 - Decrease in Recyclable Materials revenues
- Staff recommends that the City Council approve an increase to rates for all customers by 5.88%.



7

Rate Year 14 Proposed Adjustment

Proposed Increase 5.88% on all cart customers				Residential Cart Subscriptions March 2023	
	Current Monthly Rate	Proposed Monthly Rate effective July 1, 2023	Increase \$	Number	Percent
20-gallon containers	\$30.94	\$32.76	\$1.82	9,258	35%
32-gallon containers	\$40.63	\$43.02	\$2.39	12,304	46%
64-gallon containers	\$60.36	\$63.91	\$3.55	4,528	17%
96-gallon containers	\$94.26	\$99.80	\$5.54	601	2%



8

Questions?





Fireworks Ordinance Amendment

May 8, 2023

Presented by Robert Lanam, Police Sergeant



1

The Current Fireworks Ordinance

- The possession, use, or sale of fireworks is prohibited (with limited exceptions).
- Violations may incur fines up to \$500.
- 2022 Total Fireworks Complaints - 298
- 2022 Number of Fireworks Citations Issued - 0
- The current ordinance requires personal observation in order to issue a citation.
- Generally, when officers arrive to investigate a fireworks complaint, the violators conceal their behavior or leave the area.



2

Proposed Amendments

- A Social Host Amendment would allow a citation to be issued to a person who is in charge of a gathering where fireworks are used. This relieves officers of the challenge related to proving who the individual was who used a firework.
- Penalties would remain the same.
- Adding the ability to handle violations as administrative actions vs. criminal actions relieves officers from the challenge of personally observing the violation and it shifts the burden of proof to a slightly lower standard.
- Holding hosts accountable for the actions of their guests is expected to discourage hosts from allowing unlawful behavior.



3

Public Outreach

- The police department has been in regular communication with some concerned community members who provided input on the proposed changes.
- If the ordinance is adopted by Council, LPD will educate the public about the changes via social media.
- In addition to information about the ordinance amendment, LPD will continue to message the public about the dangers associated with unauthorized fireworks.



4

Staff Recommendation

- Staff recommends City Council introduce an ordinance amending Livermore Municipal Code Chapter 9.40 (Fireworks) to add a social hosting provision and administrative fines and penalties.



5

Questions?



6

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Mayor Marchand	4/25/2023	Tri-Valley Water Liaison Meeting	Roundtable	Update on water supply for the region.
Mayor Marchand	4/25/2023	City of Livermore Poet Laureate	Recognition	Presented the awards to the Poet=try in a Test Tube program.
Mayor Marchand	4/26/2023	Chamber of Commerce	Board meeting	Update on Chamber activities
Mayor Marchand	4/27/2023	City of Livermore	Arbor Day Celebration	Planted a tree in Springtown open space.
Mayor Marchand	4/27/2023	Alameda County Transportation Commission	Meeting of the entire Commission	Deliberated and voted on Commission actions
Mayor Marchand	4/28/2023	City of Livermore	Presentation	Spoke to Christensen Middle School class
Mayor Marchand	5/1/2023	Daybreak labs	Tour	Toured the new facilities and talked with several of the entrepreneurs.
Mayor Marchand	5/1/2023	Tri-Valley Council	Meeting and legislative agenda review	Reviewed proposed legislation and prepared the agenda for the upcoming Tri-Valley Council meeting
Mayor Marchand	5/1/2023	LAVTA	Board meeting	Alternate for CM Kiick.
Mayor Marchand	5/2/2023	Chamber of Commerce	Ribbon cutting	Welcomed new business TeaZenTea.
Mayor Marchand	5/3/2023	Chamber of Commerce Business Alliance	Meeting of business leaders.	Presented an update on City activities, and heard an update on water supply from Zone 7 and Cal Water.
Mayor Marchand	5/3/2023	Girl Scouts	Meeting	Received a group of Girl Scouts from Troop 31028
Mayor Marchand	5/4/2023	Innovation Tri-Valley	Program	Attended the Dreammakers Risktakers program.
Mayor Marchand	5/6/2023	City of Livermore	Community Service Day	Joined several hundred volunteers to plant shrubs, paint and spread mulch to keep Livermore a great place to be.
Mayor Marchand	5/8/2023	LLNL	Attended an event celebrating the achievement of Fusion Ignition at LLNL	Celebration of this "Prometheus Moment".

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Barrientos	4/29/2023	Committee of two	Graffiti Removal	My son Jacob and I removed 20 + tags/graffiti around the Garaventa/Altamont Elementary School
Council Member Barrientos	5/1/2023	Livermore Area Youth Advisory Committee	LAYAC Regular Mtg	Major discussion about an up coming Livermore Youth Climate Summit in September
Council Member Barrientos	5/6/2023	LARPD	Community Service Day	Helped dig 58 holes to plant 58 plants(native to CA) then spread mulch in Springtown. Drove to the Haggeman Ranch to do some painting.

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)	Summary of Meeting or Event
Council Member Branning	5/1/2023	LAVTA	Board Meeting	Approval of Budget FY 24, discussion on behavior.
Council Member Branning	5/6/2023	LARPD	Community Service Day	
Council Member Branning	5/6/2023	Spectrum	Show Your Love	Fundraiser dinner

Item 8.0 Council Reports

Council Member	Date of Meeting or Event	Committee or Organization	Meeting or Event Type (ex. board meeting or ribbon cutting)
Council Member Carling	4/26/2023	StopWaste	Board meeting
Council Member Carling	4/27/2023		Arbor Day Tree Planting
Council Member Carling	5/1/2023		Daybreak Labs tour of facility
Council Member Carling	5/4/2023	Innovation Tri-Valley	Dreammakers and Risk Takers awards ceremony
Council Member Carling	5/6/2023		Community service day